



DRIPPING SPRINGS
Texas

CITY COUNCIL & BOARD OF ADJUSTMENT WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, June 06, 2023 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

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

Staff, Consultants & Appointed/Elected

City Administrator Michelle Fischer
Interim Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Public Works Director Aaron Reed
Deputy Public Works Director Craig Rice
Planning Director Tory Carpenter

PLEDGE OF ALLEGIANCE

WORKSHOP

Workshop items are for discussion only and no action will be taken.

- 1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2024.**

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public

hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

Board of Adjustment Members

Board Chair Bill Foulds, Jr.
Board Member Taline Manassian
Board Member Wade King
Board Member Geoffrey Tahuahua
Board Member Travis Crow
Board Member Sherrie Parks
Alternate Board Member Charles Busbey
Alternate Board Member Joe Volpe

BOARD OF ADJUSTMENT AGENDA

- 2. Public hearing and consideration of VAR2023-0003: an application for a variance to allow a structure within the building setback for a property located at 147 Katie Drive. Applicant: Kevin & Yvonne Heerema**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Planning & Zoning Commission Report
 - d. Public Hearing
 - e. Variance

CITY COUNCIL

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

- 3. Approval of the May 16, 2023, City Council regular meeting minutes.**

- 4.** Approval of an Ordinance amending City Council Member appointments and areas of oversight. *Sponsor: Mayor Bill Foulds, Jr.*
- 5.** Approval of an Audit Engagement Letter with Whitley Penn for the Fiscal Year 2023 Audit.

BUSINESS AGENDA

- 6.** Presentation summarizing the bond pricing results of Heritage Public Improvement District Improvement Area #1 Project Series 2023 Special Assessment Revenue Bonds. *Andre Ayala, Hilltop Securities*
- 7.** Public hearing and presentation regarding an Ordinance Levying Special Assessments for, and Apportioning the Costs of, Certain Improvements to Property in and for the Heritage Public Improvement District Improvement Area #1; Fixing a Charge and Lien against all properties within Improvement Area #1 of the District, and the Owners Thereof; Providing for the Manner and Method of Collection of Such Assessments; Providing for Penalties and Interest on Delinquent Assessments; Making a Finding of Special Benefit to Property in the District and the Real and True Owners Thereof; Approving a Service and Assessment Plan; Providing a Severability Clause; and Providing an Effective Date.
 - a. Presentation
 - b. Public Hearing
- 8.** Discuss and consider approval of an Ordinance Levying Special Assessments for, and Apportioning the Costs of, Certain Improvements to Property in and for the Heritage Public Improvement District Improvement Area #1; Fixing a Charge and Lien against all properties within Improvement Area #1 of the District, and the Owners Thereof; Providing for the Manner and Method of Collection of Such Assessments; Providing for Penalties and Interest on Delinquent Assessments; Making a Finding of Special Benefit to Property in the District and the Real and True Owners Thereof; Approving a Service and Assessment Plan; Providing a Severability Clause; and Providing an Effective Date.
- 9.** Discuss and consider approval of an Ordinance Authorizing the Issuance of the "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)"; Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and other Agreements and Documents in Connection therewith; Making Findings with Respect to the Issuance of such Bonds; and Providing an Effective Date.
 - a. Presentation
 - b. Ordinance
- 10.** Discuss and consider approval of an agreement for Transfer of Operations from the Dripping Springs Visitors Bureau to the City of Dripping Springs. *Sponsor: Council Member Parks*

- 11. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Pam Owens for coordination of the Songwriters Festival. *Sponsor: Council Member Parks***
- 12. Discuss and consider approval of a Professional Services Agreement with BITwise Consulting for accounting services for the Dripping Springs Visitors Bureau. *Sponsor: Council Member Parks***
- 13. Discuss and consider approval of a Master Professional Services Agreement between the City of Dripping Springs and Deckard Technologies, Inc. for the Rentalscape Platform. *Sponsor: Council Member Sherrie Parks.***
- 14. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Architexas for full architectural services for the Stephenson Building and authorization for staff to issue a Notice To Proceed on Task Order #1 (Design Development). *Sponsor: Council Member Sherrie Parks.***
- 15. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**
 - a. Staff Report
 - b. Public Hearing
 - c. Budget Amendment Ordinance
- 16. Discuss and consider selection of bidder and approval of the 2023 Sportsplex Drive Maintenance Project Agreement between Lone Star Paving and the City of Dripping Springs and authorization for staff to finalize the agreement.**
- 17. Discuss and consider selection of bidder and approval of the Ranch House Road Phase 2 Project Agreement between Myers Concrete Construction, LP and the City of Dripping Springs and authorization for staff to finalize the agreement.**
- 18. Discuss and consider approval of a Request for a Fee Reduction regarding SD2022-0033, VAR2022-008, SD2022-036, and VAR2022-009 related to Projects located at 1 Heritage Oaks and 31331 Ranch Road 12 from North Hays County Emergency Services District #1. *Sponsor: Council Member Geoffrey Tahuahua.***
- 19. Discuss and consider the Appointment of Mayor Pro Tem to serve a term of one year.**
- 20. Discuss and consider the Appointment of Council Members to Areas of Oversight. *Sponsor: Mayor Bill Foulds, Jr.***
 - a. Parks & Recreation
 - b. Public Health & Safety
 - c. Utilities
 - d. Finance
 - e. Transportation & Streets
 - f. Community Services

21. Discuss and consider the Appointment of Council Members to the Transportation Committee, Economic Development Committee, and Farmers Market Committee.

- a. Transportation Committee
- b. Economic Development Committee
- c. Farmers Market Committee

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

22. May Maintenance Report
Craig Rice, Deputy Public Works Director

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 23. Consultation with Attorney regarding legal issues related to agreements and fees charged to political subdivisions related to development.** *Consultation with Attorney, 551.071*
- 24. Consultation with Attorney related to settlement of litigation related to code enforcement and open government.** *Consultation with Attorney, 551.071*
- 25. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, and related items.** *Consultation with Attorney, 551.071*
- 26. Consultation with Attorney related to legislative program and matters regarding water, wastewater, utility issues, and other municipal issues at the Texas Legislature.** *Consultation with Attorney, 551.071*
- 27. Consultation with City Attorney regarding legal issues related to the Dripping Springs Visitors Bureau and related agreements.** *Consultation with City Attorney, 551.071*
- 28. Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential civic sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

June 20, 2023, at 6:00 p.m. (CC)
July 5, 2023, at 6:00 p.m. (CC & BOA)
July 18, 2023, at 6:00 p.m. (CC)
August 1, 2023, at 6:00 p.m. (CC & BOA)
August 15, 2023, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

June 7, 2023, DSRP Board at 11:00 a.m.
June 12, 2023, TIRZ Board at 4:00 p.m.
June 12, 2023, Founders Day Commission at 6:30 p.m.
June 13, 2023, Planning & Zoning Commission at 6:00 p.m.
June 14, 2023, Utility Commission at 4:00 p.m.
June 15, 2023, Farmers Market Committee at 10:00 a.m.
June 15, 2023, Emergency Management Commission at 12:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **June 2, 2023, at 5:00 p.m.***

City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



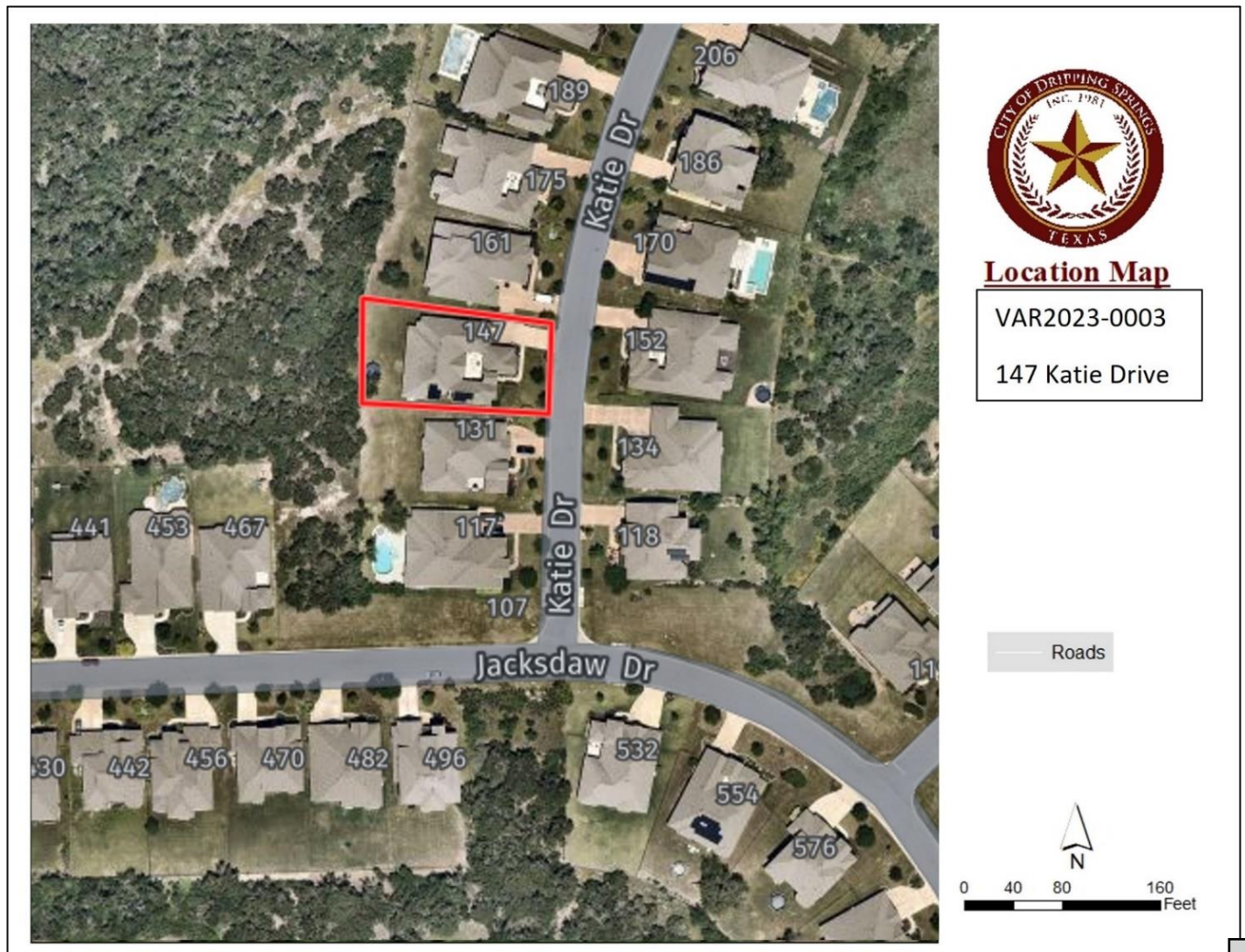
City Council Planning Department Staff Report

Item # 2.

City Council: June 6, 2023
Project No: VAR2023-0003
Project Planner: Tory Carpenter, AICP, Planning Director

Item Details

Project Name: N/A
Property Location: 147 Katie Drive
Legal Description: Reunion Ranch Phase 2, Section 2, Block E, Lot 21
Applicant: Kevin & Yvonne Heerema
Property Owner: Kevin & Yvonne Heerema
Request: Applicant is requesting a variance to allow a pool house/cabana within the rear property setback
Recommendation: Staff recommends denial of the request.
 The Planning & Zoning Commission voted 5-2 to recommend denial of the request.



Overview

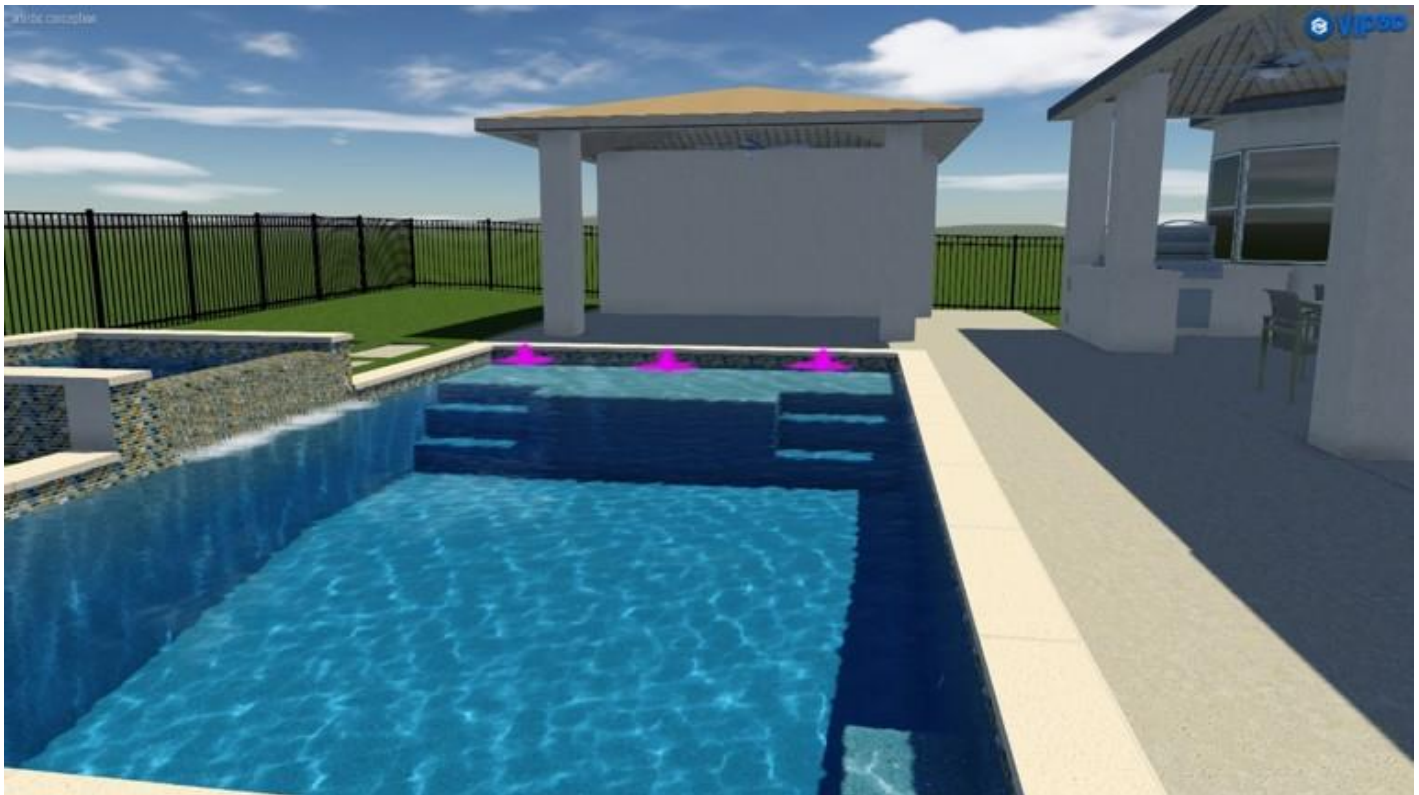
This variance request is associated with a requested building permit for a pool house/cabana. This property is subject to the Reunion Ranch development agreement which established a rear setback of 30’.

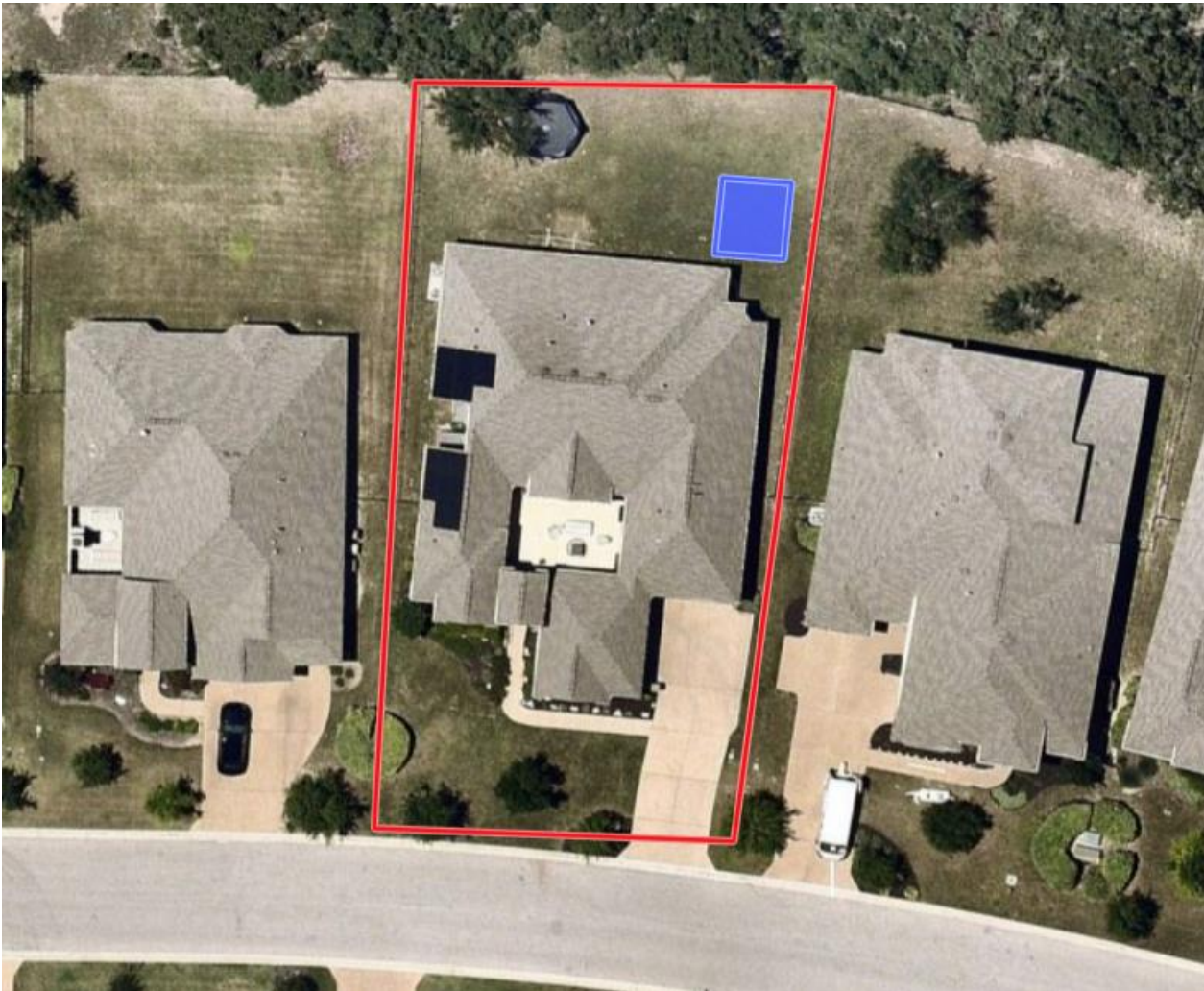
The property owner provided the following description of the hardship and reason for this request:

1. *Without this requested variance we would be unable to move forward with this project.*
2. *The rear property faces and joins a dedicated Green Belt there will be no additional structures built behind this project.*
3. *There are several pools/cabanas built along Katie Drive. Please see attached Google Maps photos.*
4. *We can't afford to sell our house and move to Belterra to build this project because of property taxes and commutes, and we would not want to move our daughter to another school.*

Note that additional information is included in the application package which is attached.

Code Requirement	Applicant Request	Difference
Structures must be at least 30’ from the rear property line.	Approximately 22’ from the rear property line	8’ from the rear property line





Surrounding Properties

Direction	Zoning District	Existing Use	Comprehensive Plan
North	ETJ	Single Family	The area is not shown on the city's comprehensive future land use plan.
East	ETJ	Single Family	
South	ETJ	Open Space	
West	ETJ	Single Family	

Approval Criteria for Variance (2.22.2-Zoning Ordinance)

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	There are no special circumstances or conditions affecting the property.
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and by preserving the natural features and topography of the land; and	Staff does not consider a cabana within the setback to be necessary for the enjoyment of the property.

3. the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and	Granting of the variance would not be detrimental to the public health, safety, welfare, or injurious to other property within the area.
4. the granting of the variance constitutes a minimal departure from this Chapter; and	The granting of the variance is 8 feet within a 30 foot setback. The structure would be 22 feet from the rear property line.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	There is no apparent hardship on this property. The alternative option is to construct the pool without the proposed cabana.
6. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ul style="list-style-type: none"> a. the public health, safety and welfare may be secured; and b. that substantial justice may be done. 	This request is not consistent with the building setback line requirements.

Recommendations

Staff recommends denial of the variance request.

At their meeting on May 23, 2023, the Planning & Zoning Commission voted 5-2 to recommend denial of the variance request.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Variance request.

Meetings Schedule

May 23, 2023 Planning & Zoning Commission

June 6, 2023 Board of Adjustments

Attachments

Attachment 1 – Variance Application

Attachment 2 – Application Materials

Recommended Action	Recommend denial of the requested variance
Alternatives/Options	Recommend approval of the variance with no or alternate conditions.
Budget/Financial impact	N/A
Public comments	None received at this time
Enforcement Issues	N/A
Comprehensive Plan Element	N/A

Please accept this as additional evidence to our original application for a variance. We request a variance that will extend over the 30' rear B.S.L. as per plat. In reference to Code Section 28.02 and 16.1. As well as exhibit C of the Reunion Ranch Development Agreement.

Please find attached a few additional items we discussed in our predevelopment meeting on 4/13.

Attached is a picture of our backyard. This picture shows that there are no homes behind us on the ridge. The 2nd is aerial from google maps. This shows the ridge behind our home. Since we are on the ridge, there will never be able to be any development behind us.

I've also included a survey from a home in Belterra. The setback in this neighborhood is only 10', compared to our 30' setback. We are not sure why ours would be so large, when we don't even have any homes behind us. If we had Belterra's setback we wouldn't need this variance. With the variance approved, we'd still have a 22' setback which is twice what Belterra requires.

The hardship is we can't afford to sell our house and move to Belterra to build this project, because of property taxes and commutes, and we would not want to move our daughter to another school.

Lastly, we have included a picture of what we plan to have. As you can see it's a small shaded structure, only 8' into our setback.

Thank you,

Kevin and Yvonne Heerema

147 Katie Drive

Austin, TX 78737



City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384
Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Kevin and Yvonne Heerema

STREET ADDRESS 147 Katie Drive

CITY Austin STATE Tx ZIP CODE 78737

PHONE 201-527-5888 EMAIL ymheerema@gmail.com

APPLICANT NAME Tommy Eaton

COMPANY Eaton Construction Services

STREET ADDRESS 17621 Hwy. 29 West

CITY Buchanan Dam STATE Texas ZIP CODE 78609

PHONE 830-220-2292 EMAIL txhome0319@gmail.com

APPLICATION TYPE

ALTERNATIVE STANDARD VARIANCE

SPECIAL EXCEPTION WAIVER

PROPERTY INFORMATION	
PROJECT NAME	The Heerema Cabana/Pool House Project
PROPERTY ADDRESS	147 Katie Drive
CURRENT LEGAL DESCRIPTION	Lot 21 Block E Reunion Ranch Phase # 2
TAX ID#	
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:
We request a variance that will extend over the 30' rear B.S.L. as per plat. In reference to Code Section 28.02 and 16.1. As well as exhibit C of the Reunion Ranch Development Agreement.

- Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

We propose to build a new swimming pool with an attached 18' x 15' pool house/cabana. A variance will need to be granted since both the pool and structure will encroach on the rear set back.

Without this requested variance we would be unable to move forward with this Project.

- Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

Since the Project will exceed the Rear Set Back line this variance is requested. The rear of the Property faces and joins a dedicated Green Belt there will be no additional structures built behind this Project. Also there are several pools/cabanas built along Katie Drive. Please see attached Google Map photos.

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Tommy Eaton is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process. (As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Yvonne Heerema
Name

Owner
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

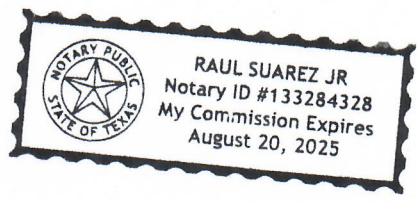
This instrument was acknowledged before me on the 19th day of January,

~~201~~ 2023 by Raul Suarez Jr


[Signature]
Notary Public, State of Texas

My Commission Expires: 08/20/25

Yvonne Monique Heerema
Name of Applicant



All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:


 Applicant Signature

12-19-22
 Date

CHECKLIST		
STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee (refer to Fee Schedule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Photographs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Map/Site Plan/Plat
<input type="checkbox"/>	<input type="checkbox"/>	Cut/Fill Data Sheet (if applicable) <i>N.A.</i>
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevations (if applicable) <i>N.A.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Description and reason for request (attach extra sheets if necessary)
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign - \$25
<input type="checkbox"/>	<input type="checkbox"/>	Proof of Property Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)

Received on/by: _____

Project Number: _____
Only filled out by staff



DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: The Heerema Pool House Project

Project Address: 147 Katie Drive, Austin, Texas 78737

Project Applicant Name: Tommy Eaton dba Eaton Construction Services

Billing Contact Information

Name: Tommy Eaton


Mailing Address: P. O. Box 728
Buchanan Dam, Texas 78609

Email: txhome0319@gmail.com Phone Number: 830-220-2292

Type of Project/Application (check all that apply):

- Alternative Standard
- Certificate of Appropriateness
- Conditional Use Permit
- Development Agreement
- Exterior Design
- Landscape Plan
- Lighting Plan
- Site Development Permit
- Special Exception
- Street Closure Permit
- Subdivision
- Waiver
- Wastewater Service
- Variance
- Zoning
- Other _____

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*


Signature of Applicant

12-19-22
Date

***The Hereema Project
147 Katie Drive
Austin, Texas***

Scope of Work

**Pool House and Cabana
Outdoor Kitchen**

Scope of Work Includes the Following:

- Furnish plans and specifications to Owner and HOA
- Concrete foundation to have 12' wide by 16" deep grade beams. Grade beams to have 4-#4 rebar. Interior cap to be 4" thick and have # 3 rebar on 16" centers. Concrete to be 5,000 psi.
- Pool house/cabana to be approximately 18' x 15'.
- Pool house/cabana to have a small bathroom (see plans), storage area and front seating area.
- Exterior finish to match existing home.
- Roof to match existing home.
- Cabana seating area ceiling to be 1" x 6" stained rough sawn cedar.
- All plumbing to be installed by a licensed plumber and drain to cleanout located at driveway.
- All electrical to be installed by a licensed electrician and meet all local plans and specifications.
- Floor finish to be brushed and stained concrete to match new pool surround or other product as requested by Owner..
- Fireplace to be gas/wood firebox. Chimney to be constructed as specified by firebox manufacturer.
- Firebox face to be stone. Color and style chosen by Owner.
- Outdoor kitchen to be framed with Womanized wood, covered in Hardi Backer. Exterior finish to be stucco.
- Pickup, deliver and install all outdoor kitchen appliances.
- Repair any damage to existing landscaping.

TITLE SURVEY

ATS Job #17120724s

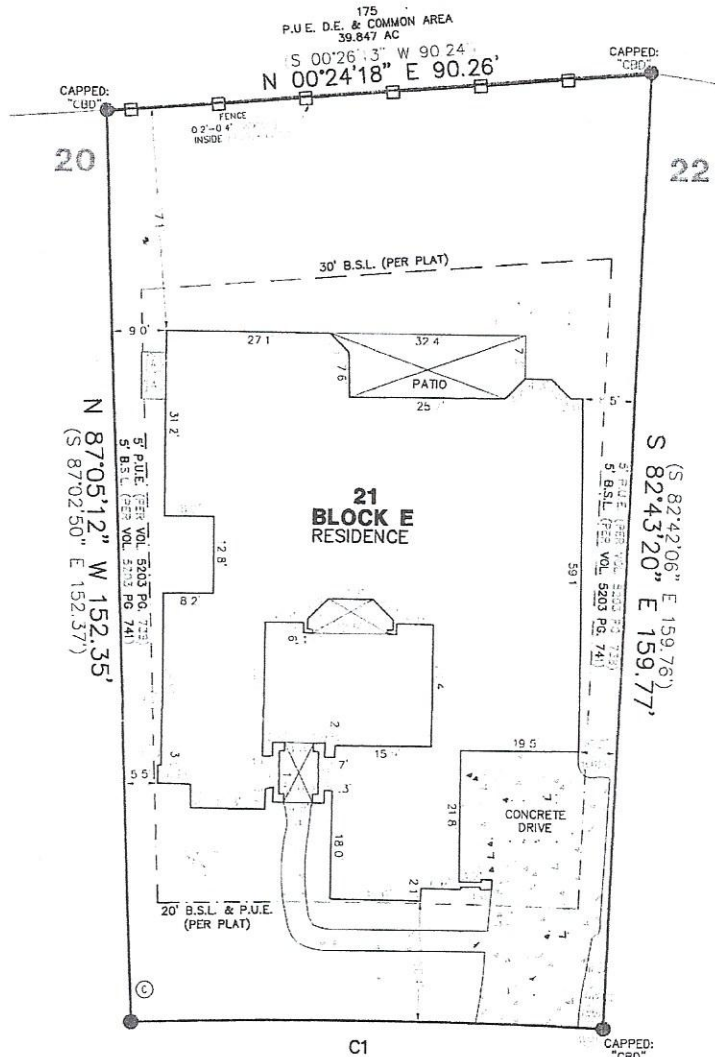
Item # 2.

Reference: Heerema Address: 147 Katie Drive, Austin, Texas
 Lot 21, Block E, REUNION RANCH, PHASE TWO, SECTION TWO, a subdivision in Hays County, Texas, according to the map or plat as recorded in Vol. 18, Pgs. 195-203, Plat Records, Hays County, Texas, and being corrected by Affidavits as recorded in Doc. Nos.: 2015-15013127 and 2015-15013128, Official Public Records, Hays County, Texas.

SCALE: 1"=20'

LAND	
●	1/2" (HR) IRON ROD FOUND
B.S.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
R.O.W.	RIGHT OF WAY
AC	ACRES
()	RECORD INFORMATION
—	COVERED AREA
—	METAL FENCE
—	CONCRETE
[A]	AIR CONDITIONER
(G)	GAS METER
(E)	ELECTRIC METER
(CV)	IRRIGATION CONTROL VALVE
(CO)	WASTEWATER CLEANOUT
(W)	WATER METER
(V)	WATER VALVE
(C)	CABLE RISER

CURVE DATA TABLE					
CURVE	RADIUS	CHORD	DIRECTION	CHORD LENGTH	ARC LENGTH
C1	1030.00'	S 05°07'09" W		78.07'	78.09'
(C1)	(1030.00')	(S 05°07'32" W)		78.10'	78.12'



Surveyor's Note:
 The bearings shown hereon are based on the final plat of REUNION RANCH, PHASE TWO, SECTION TWO, according to the map or plat as recorded in Vol. 18, Pgs. 195-203, Plat Records, Hays County, Texas.

- Notes:
- 1) All easements of which I have knowledge and furnished by Stewart Title Guaranty Company and Stewart Title of Austin, LLC, in Title Commitment GF No. AUS-TX-17123980, that DO AFFECT the subject property are shown hereon.
 - 2) Restrictive covenants and easement rights as recorded in Vol. 18, Pgs. 195-203, Plat Records, Vol. 4507, Pg. 443, Vol. 4508, Pg. 290, Vol. 5180, Pg. 415, Vol. 5321, Pgs. 442 & 448, and Doc. Nos. 2015-15013127, 2015-15013128, 2016-16005801, 2016-16005838, 2016-16011013, 2016-16012052, and 2017-17004999, Official Public Records, Hays County, Texas.
 - 3) Subject to building setback lines, restrictions, and easements as recorded in Vol. 18, Pg. 195-203, Plat Records, and as corrected by Affidavits as recorded in Doc. Nos. 2015-15013127 and 2015-15013128, Official Public Records, Hays County, Texas.
 - 4) Subject to easements as recorded in Vol. 1004, Pg. 204, Vol. 2248, Pg. 134, as affected by Vol. 4332, Pg. 402, Vol. 4507, Pg. 443, Vol. 5180, Pg. 415, and Vol. 5321, Pg. 442, Official Public Records, Hays County, Texas.

I, Hugh M. Coston Jr., HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown; that said property has access to and from a public roadway, and that this plat is an accurate representation of the property to the best of my knowledge.

Hugh M. Coston Jr.
 Hugh M. Coston Jr., RPLS No. 4346
 Client: Stewart Title-Lakeway
 Date of Field Work: 12/19/17
 Field: MAlfaro
 Tech: ISantos & CBeaudoin
 Date Drawn: 12/28/17
 Path: Projects\TaylorMorrison\ReunionRanch2-2\Titles\T021-00E-RR2--2.dwg



eileen merritt's
ATS Engineers
 Inspectors
 & Surveyors
 www.ats-engineers.com
 TBPLS FIRM REG. #10128000
 4910 West Hwy 290
 AUSTIN, TEXAS 78736
 (512) 328-8996
 FAX: (512) 328-6998

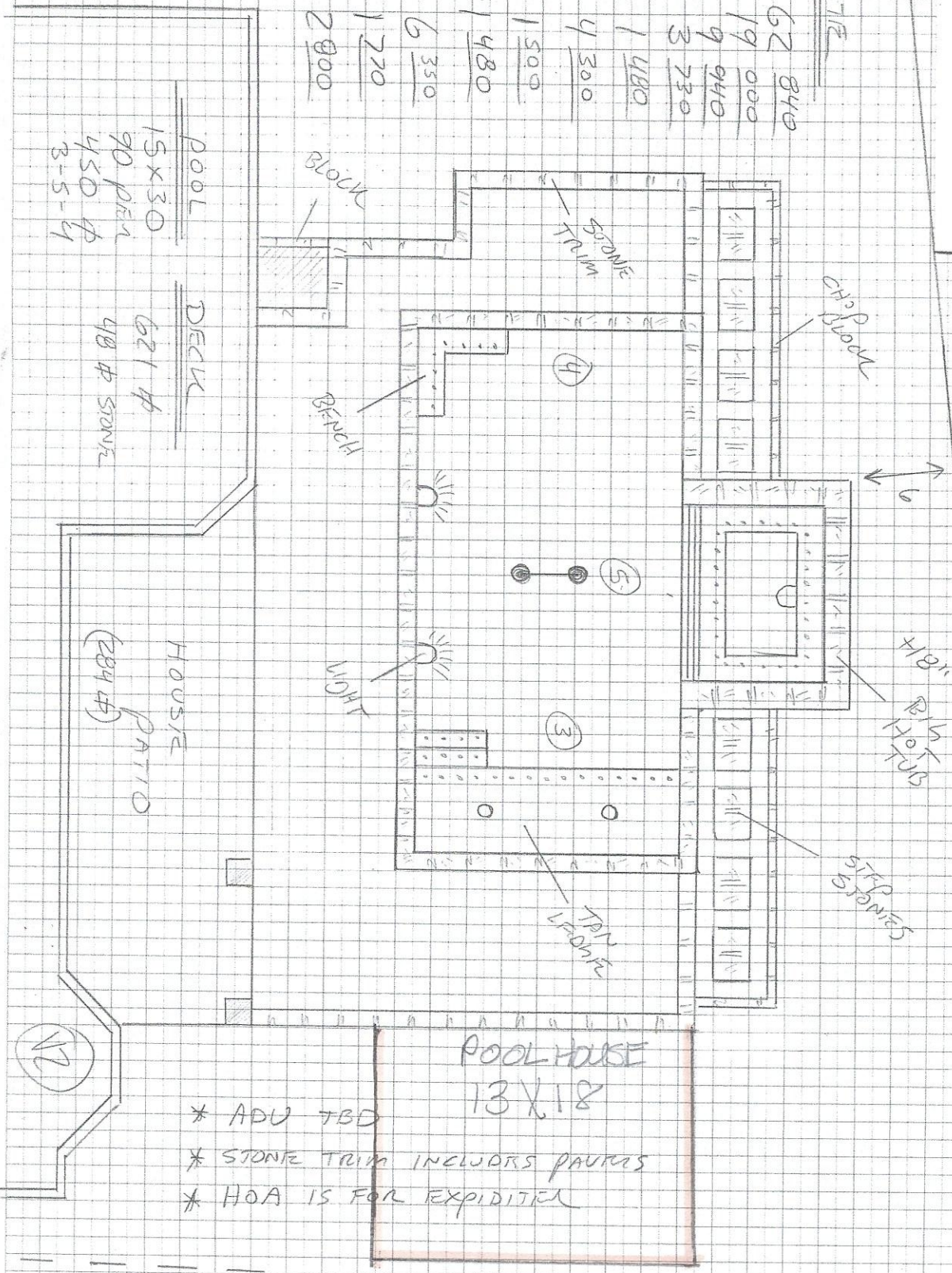


New Pool Construction
Pool Renovations and Remodels
Repair and Service
Free Estimates

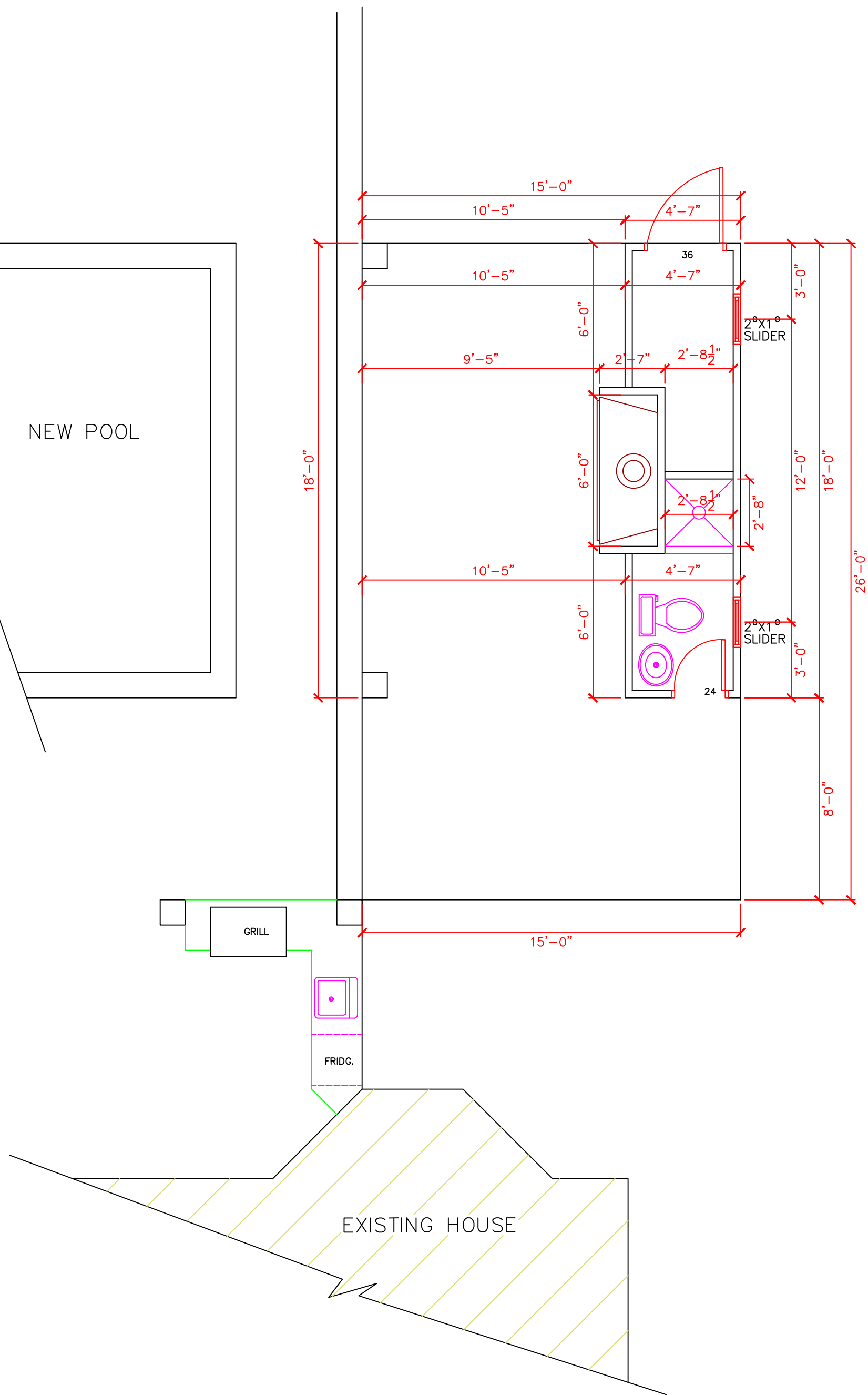
DAN EDISON
Phone: (512) 689-5958
BRIAN JONRÖWE
Phone: (512) 563-5958

ESTIMATE

POOL	→	62	840
H.T.	→	19	000
DECK	→	9	940
SUNDER	→	3	230
LED LIGHTS	→	1	480
SPRUE TRIM	→	4	300
ORNATE SFS	→	1	500
Block	→	1	480
Quartz PLASTER	→	6	350
SUNDER HOUSE PATIO	→	1	270
HSA	→	2	000



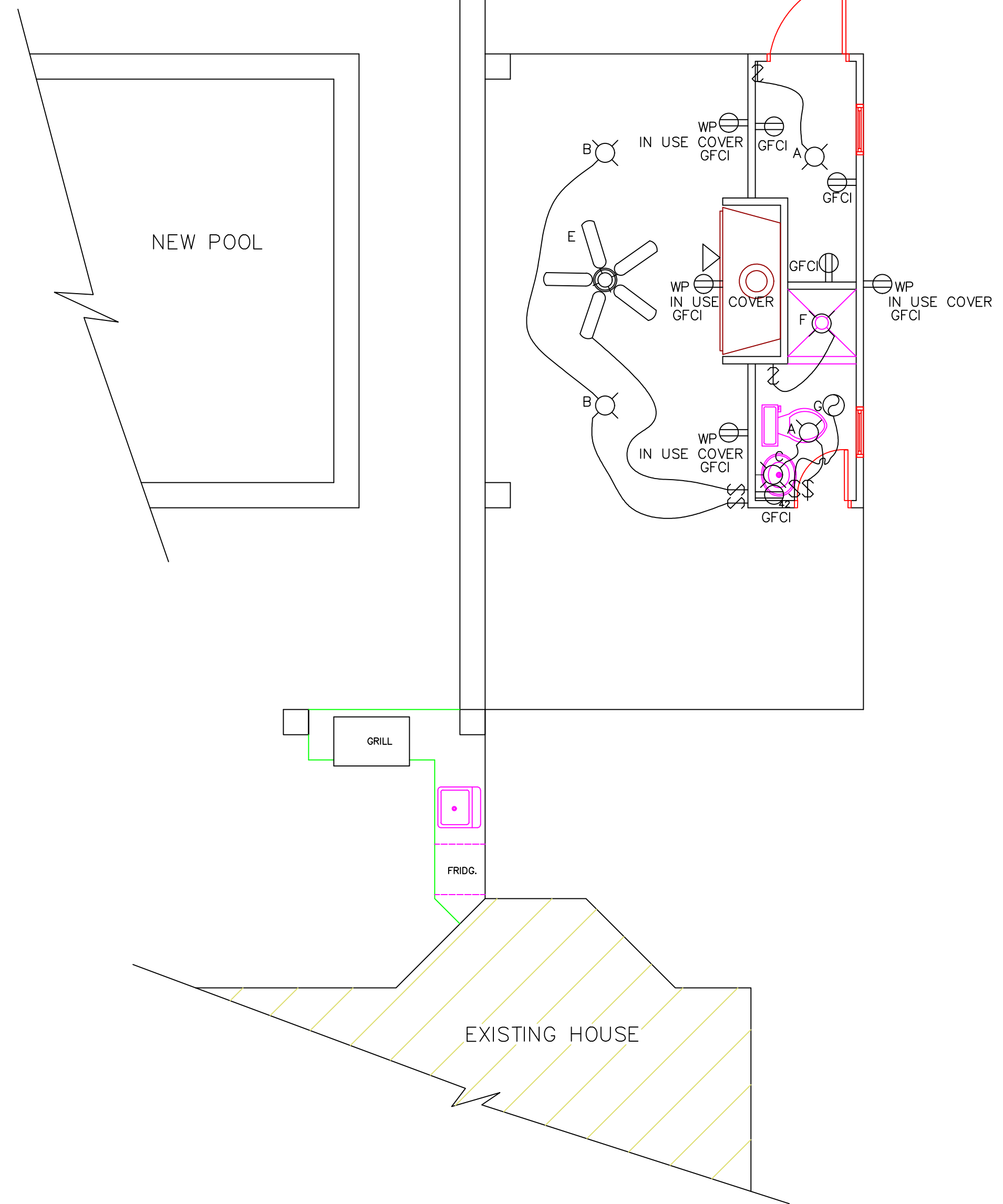
- * ADU TBD
- * STONE TRIM INCLUDES PAVERS
- * HOA IS FOR EXPIDITEA



① POOL LIVING PLAN SCALE 1/4"=1'-0"

- ELEC. MECH. NOTES
1. PROVIDE ELEC. AS REQ'D FOR MECH. EQUIP. & W.H
 2. PROVIDE ELEC. AS REQ'D FOR ALL APPLIANCES
 3. PROVIDE SEPARATE LIGHTING AND POWER CIRCUITS IN ALL BATHROOMS AND KITCHEN AREAS
 4. <TVTELEVISION/INTERNET

MARK	TYPE	DESCRIPTION
A	LED	INTERIOR RECESSED 6" ROUND
B	LED	EXTERIOR RECESSED 6" ROUND
C	LED	WALL MOUNT VANITY LIGHT
D	LED	EXTERIOR LANTERNS
E	LED	3 SPEED FAN
F	LED	RECESSED WATERPROOF
G	LED	VENT/FAN/HEATER



② ELECTRICAL PLAN SCALE 1/4"=1'-0"

POOL LIVING AREA FOR THE HEREEMA FAMILY

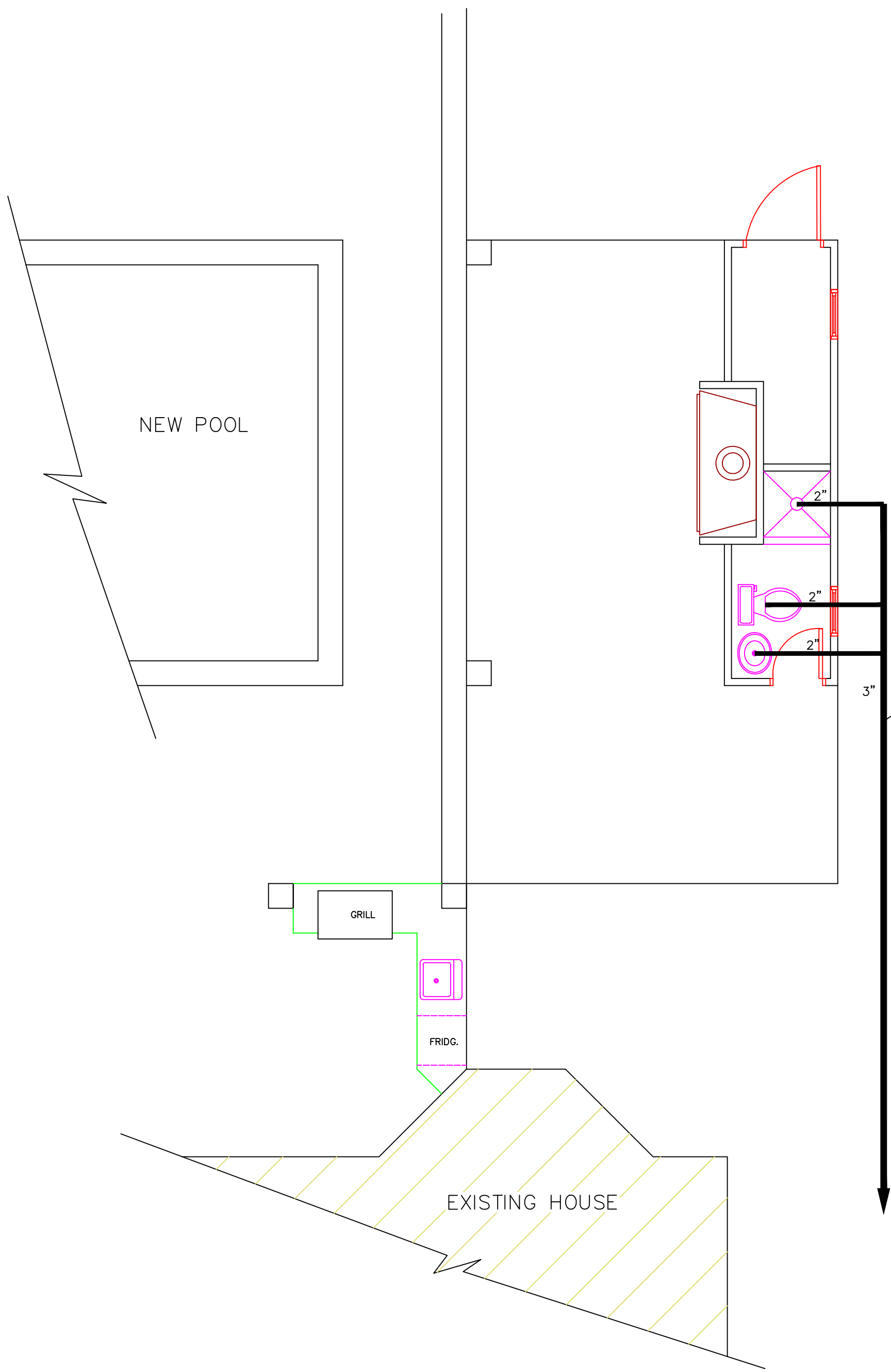
KINGSLAND, TEXAS
WWW.CHADSCAD.VPWEB.COM

CHAD'S CAD DESIGNS

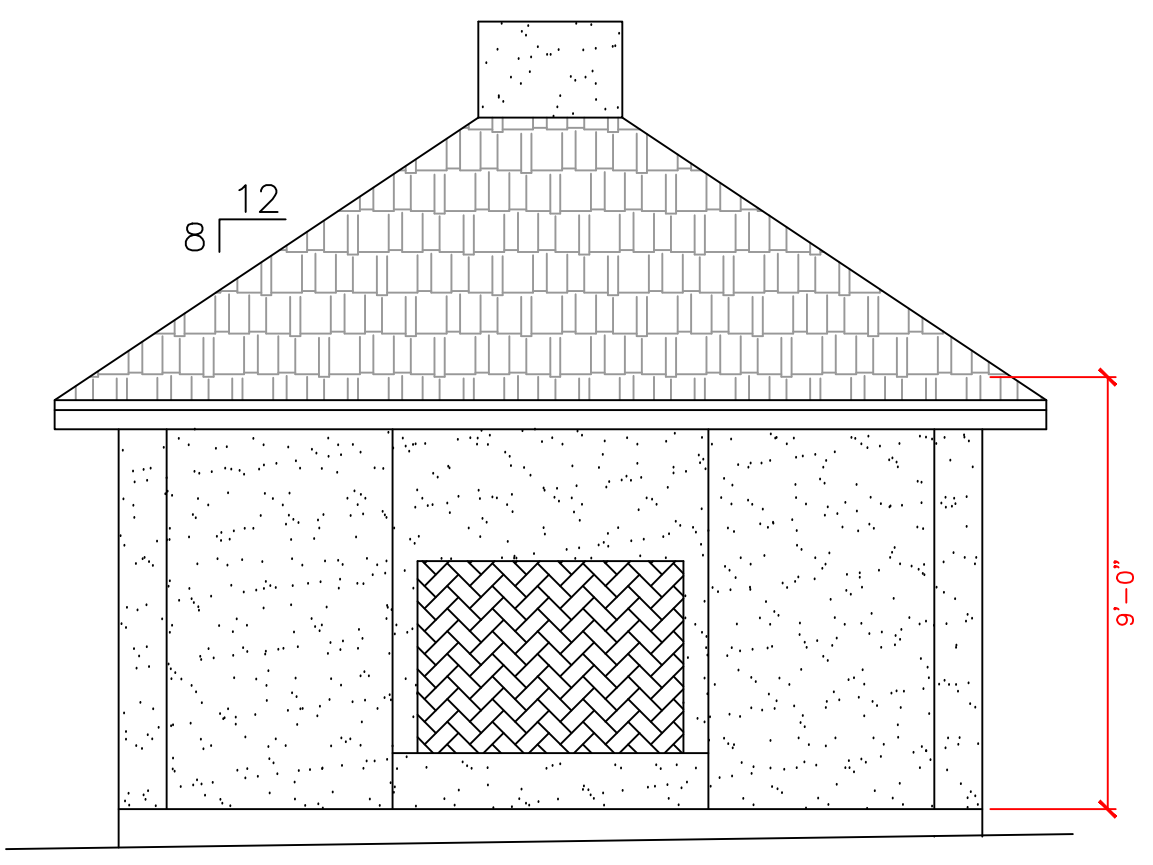
DRAWN BY: CHAD DARILEK
(830)613-5772

12/8/22

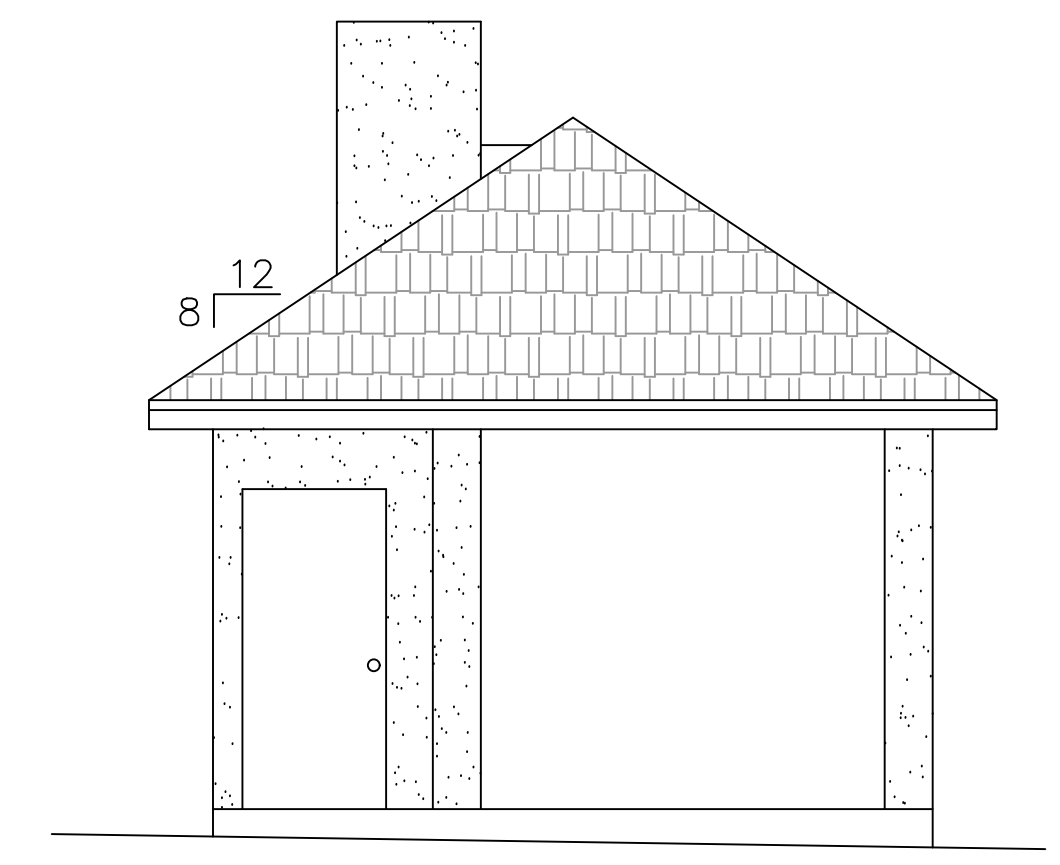
A1



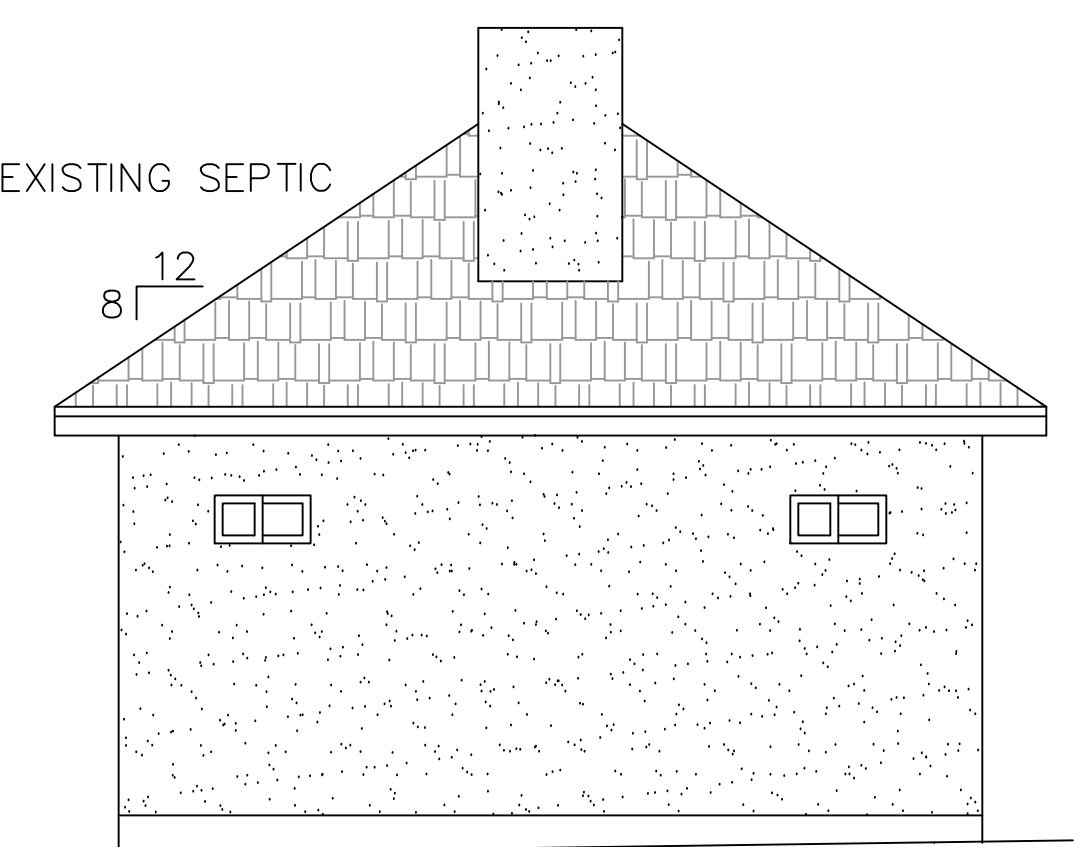
① PLUMBING PLAN SCALE 1/4"=1'-0"



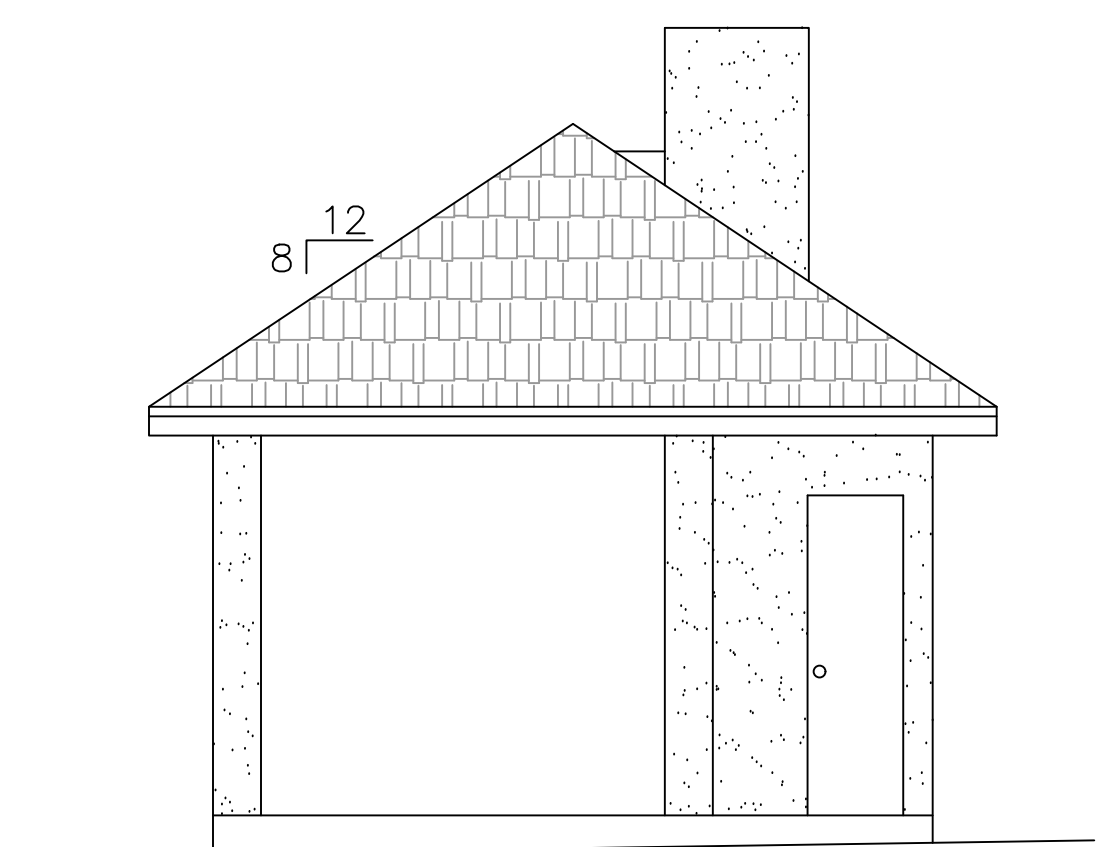
② FRONT ELEVATION SCALE 1/4"=1'-0"



④ LEFT ELEVATION SCALE 1/4"=1'-0"



③ FRONT ELEVATION SCALE 1/4"=1'-0"



⑤ RIGHT ELEVATION SCALE 1/4"=1'-0"

POOL LIVING AREA FOR THE HEREEMA FAMILY

KINGSLAND, TEXAS
WWW.CHADSCAD.VPWEB.COM

CHAD'S CAD DESIGNS

DRAWN BY: CHAD DARILEK
(830)613-5772

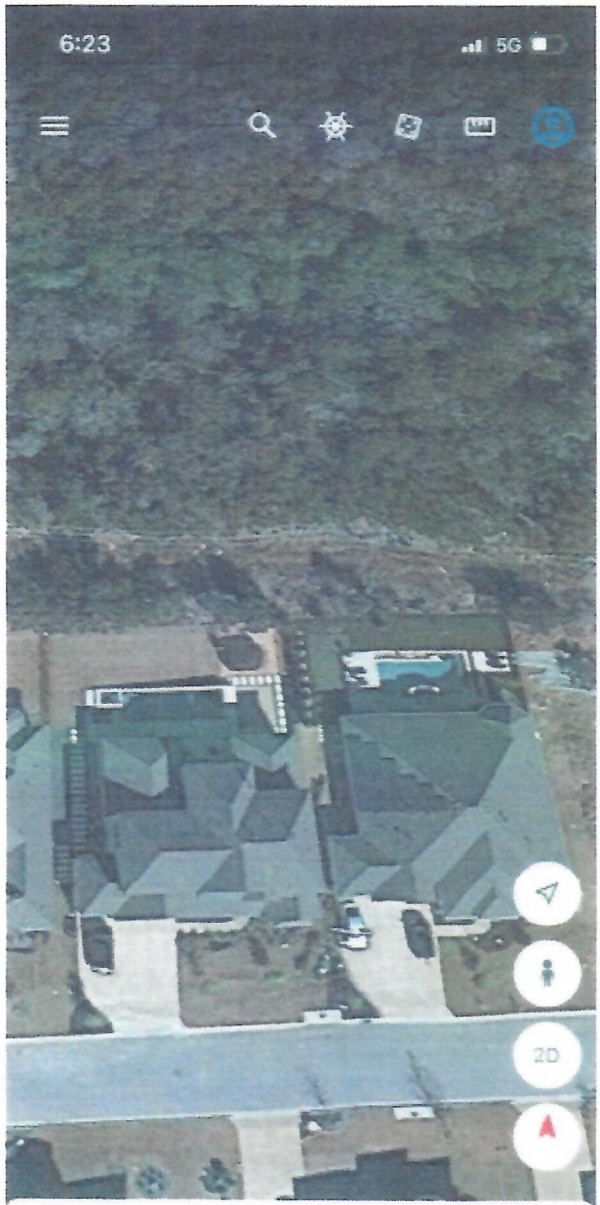
12/8/22

A1.1



X 147 Katie Dr Building

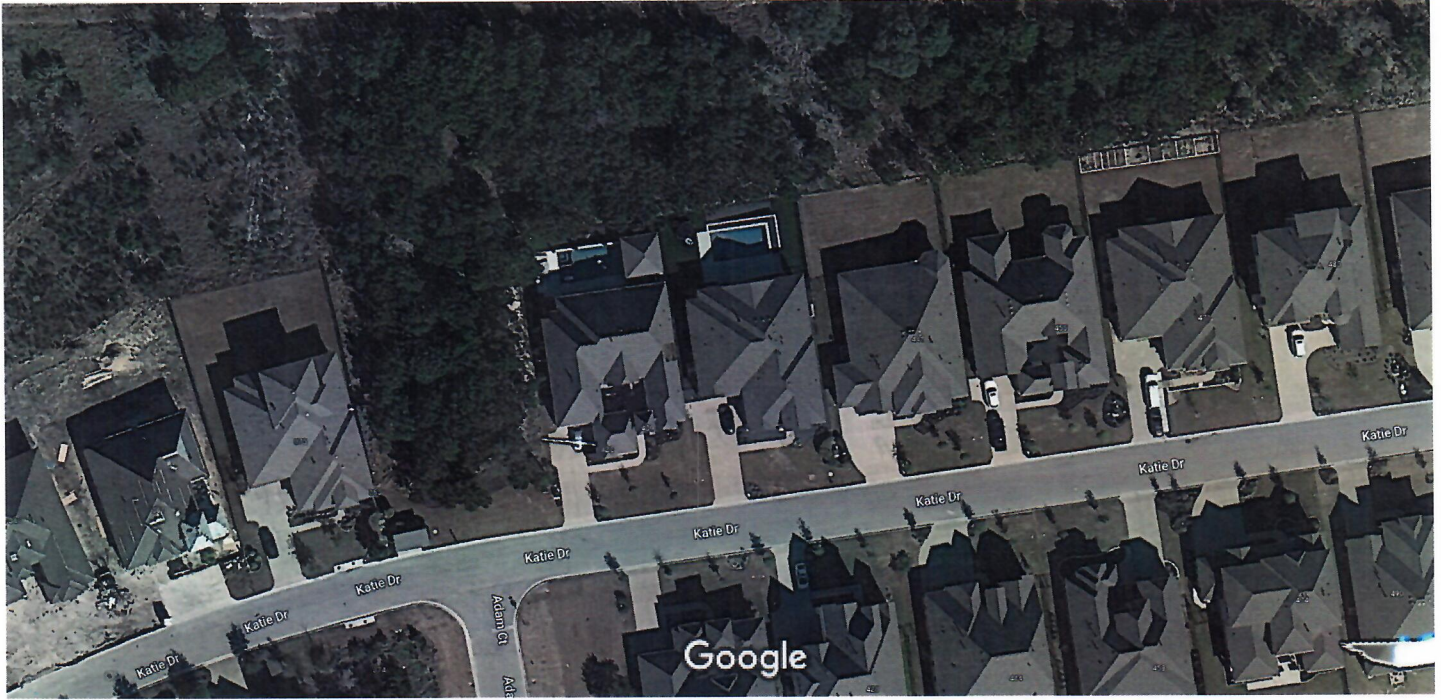
547 Katie →



← 561 Katie

Google Maps

409 Katie
↓



Imagery ©2023 CAPCOG, Map data ©2023 Google 20 ft

☰ City, Neighborhood, Address, School, ZIP, Agent, ID

Closed 5/25/22



\$1,400,000

Last List Price

4

Beds

3

Baths

1

1/2 Bath

3,551

\$394 / Sq. Ft.

409 Katie Drive

Austin, TX 78737

Save

➔ Share

LISTING UPDATED: 05/28/2022 11:21 PM

Property Details for 409 Katie Drive

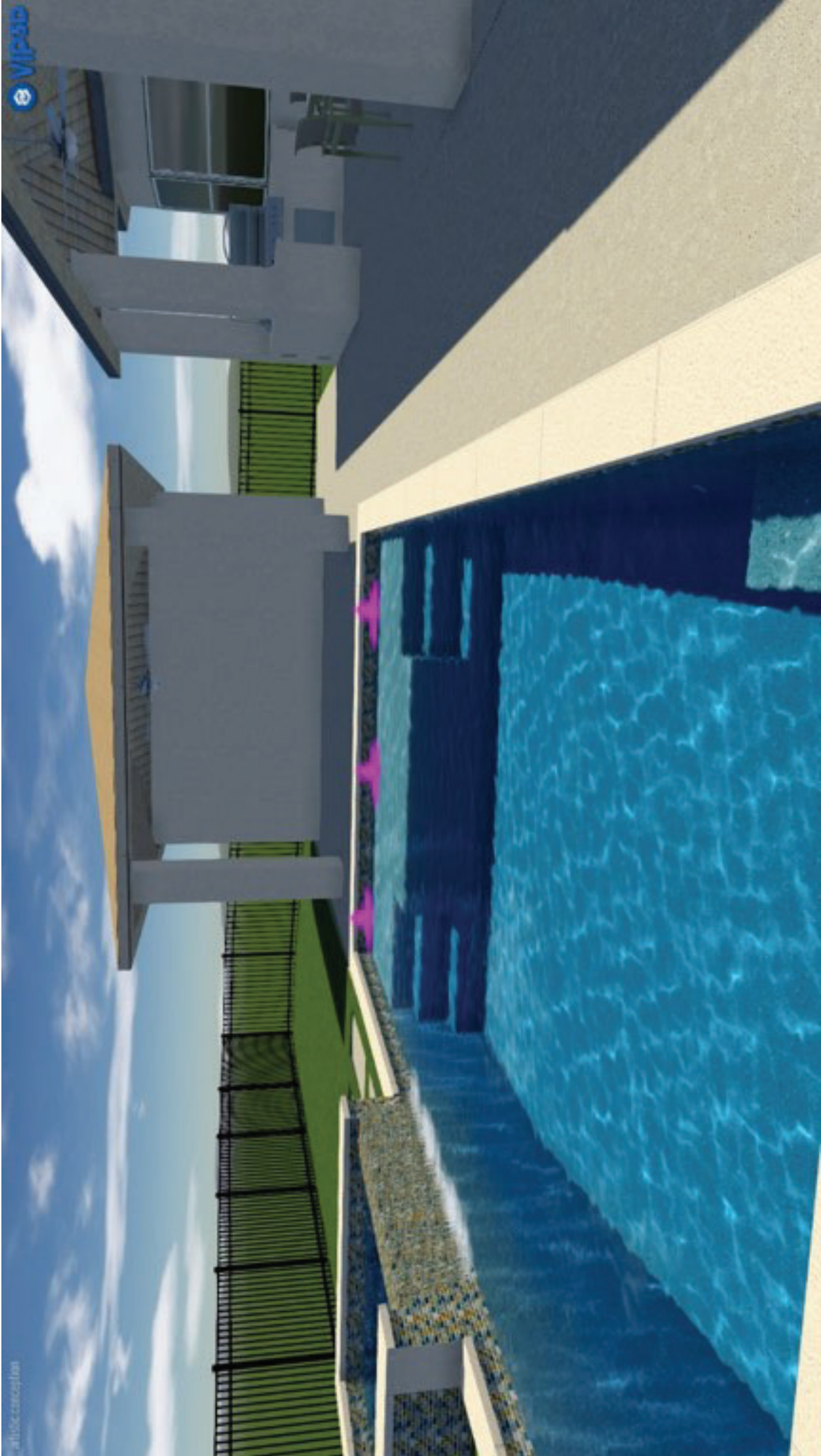
Status

Closed

MLS #

5686674





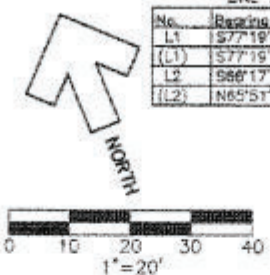
whisper.construction

VIP-310

Item # 2.

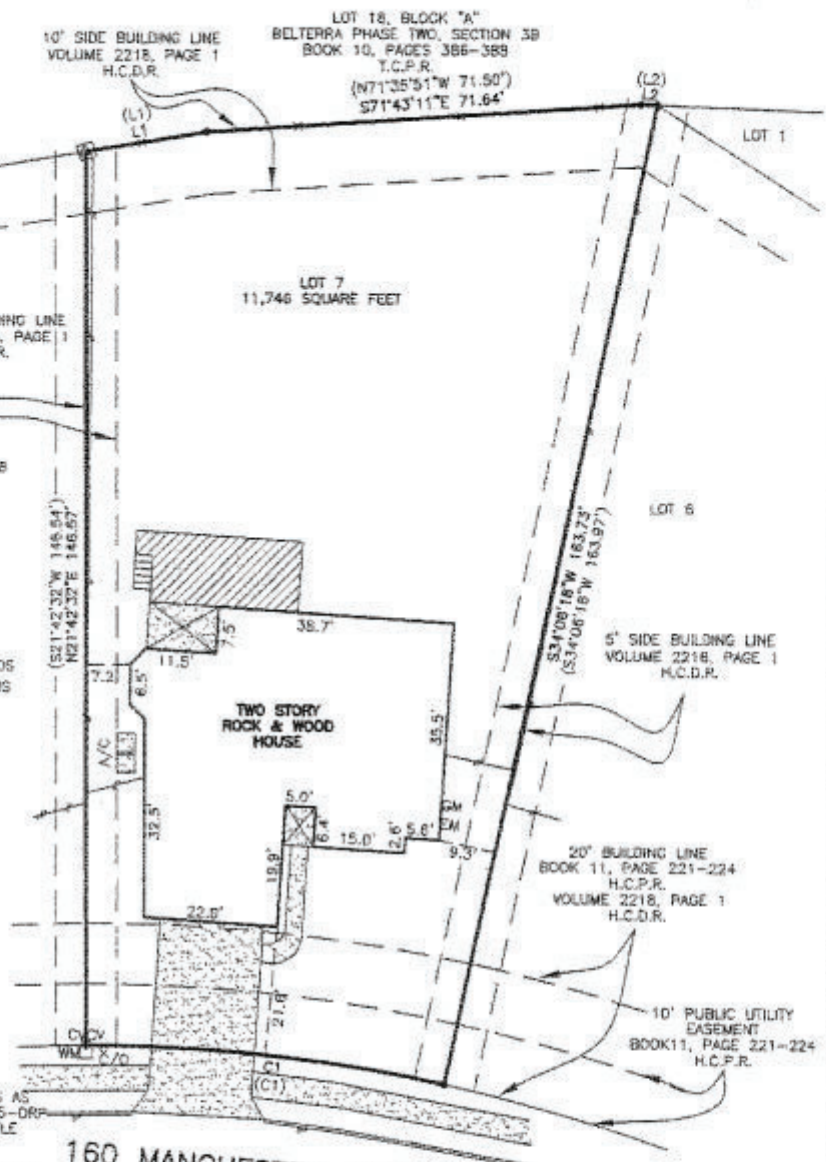
LINE TABLE		
No.	Bearing	Distance
L1	S77°19'46"E	20.23
(L1)	S77°19'46"E	20.32
L2	S88°17'33"E	2.66
(L2)	N65°51'58"W	2.78

CURVE TABLE					
No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	12°22'53"	275.00	59.43	59.31	N62°30'31"W
(C1)	12°22'53"	275.00	59.43	59.31	N62°30'31"W



LEGEND

- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION
- ☒ COVERED AREA
- ▨ WOOD DECK
- CONCRETE
- WM WATER METER
- CV CONTROL VALVE
- C/O CLEANDUT
- EM ELECTRIC METER
- GM GAS METER
- WOOD FENCE
- ASPHALT
- WROUGHT IRON FENCE
- H.C.D.R. HAYS COUNTY DEED RECORDS
- H.C.P.R. HAYS COUNTY PLAT RECORDS



NOTES:
 1. ANY EASEMENTS AND BUILDING LINES AS PER TITLE COMMITMENT GF# 1302685-DRP AS SUPPLIED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED JANUARY 23, 2013. NO ADDITIONAL RESEARCH WAS DONE BY LIVE OAK SURVEYING FOR ANY EASEMENTS, RESTRICTIONS, OR CONDITIONS OF RECORD WHICH MAY AFFECT THIS PROPERTY.

160 MANCHESTER LANE
 (50' RIGHT-OF-WAY)
 BOOK 11, PAGE 221-223
 H.C.P.R.

TITLE COMMITMENT NOTE
 THIS SURVEY CONTAINS THE INFORMATION SHOWN IN SCHEDULE B OF FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE REPORT GF# 1302685-DRP, DATED JANUARY 23, 2013 WITH THE FOLLOWING CLARIFICATIONS

- SEE RESTRICTION AND CONDITION OF RECORD IN BOOK 11, PAGE 220, H.C.P.R. VOLUME 2218, PAGE 1. VOLUME 2553, PAGE 812. VOLUME 3553, PAGE 294, VOLUME 3577, PAGE 574 H.C.D.R.
- 10b. 10' PUBLIC UTILITY EASEMENT ALONG RIGHT-OF-WAY AS PER PLAT BOOK 11, PAGE 221-224 H.C.P.R. AS SHOWN.
 - 10i. SOUTHWESTERN BELL TELEPHONE MAINTENANCE EASEMENT VOLUME 115, PAGE 76 H.C.D.R. DOES NOT AFFECT.
 - 10j. INGRESS/EGRESS EASEMENT VOLUME 173, PAGE 484, AND VOLUME 171, PAGE 486 H.C.D.R. DOES NOT AFFECT.
 - 10k. SOUTHWESTERN BELL TELEPHONE EQUIPMENT STATION VOLUME 701, PAGE 497 H.C.D.R. DOES NOT AFFECT.
 - 10l. SOUTHWESTERN BELL TELEPHONE LINE EASEMENT VOLUME 1113, PAGE 804 H.C.D.R. DOES NOT AFFECT.
 - 10m. LCRA WATER LINE EASEMENT, VOLUME 1674, PAGE 82 H.C.D.R. DOES NOT AFFECT.
 - 10n. EASEMENTS, BUILDING SETBACKS PER RESTRICTIVE COVENANT 20' FRONT YARD SETBACK, 5' SIDE YARD SETBACK, 10' REAR YARD SETBACK VOLUME 2218, PAGE 2218 H.C.D.R. AS SHOWN.
 - 10p. SUBJECT TO THE TERMS, CONDITIONS & STIPULATIONS OF THE CONTRIBUTING ZONE PLAN, VOLUME 2009, PAGE 477 H.C.D.R. DOES NOT AFFECT.

TO: KURT F. GRUBER, GEOFFREY LAWSON
 FIRST AMERICAN TITLE INSURANCE COMPANY
 INDEPENDENCE TITLE COMPANY

GF# 1302685-DRP
 THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THERE ARE NO DISCREPANCIES, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINE OR ROADS IN PLACE, EXCEPT AS SHOWN HEREBON, AND SAID PROPERTY ADJOINS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREBON.

DEAN A. WOODLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5086
 DATE: 2-4-2013



CLIENT: GEOFFREY LAWSON
 FIELD BOOK: 127, PAGE: 28
 DRAWN BY: P.M.W.
 PROJECT NO.: 986-01-13
 DATE: FEBRUARY 4, 2013
 FILE: 8960113.DWG

SURVEY
 OF LOT 7, BLOCK "E"
 BELTERRA, PHASE 2, SECTION 2
 AS RECORDED IN BOOK 11, PAGE 220-223
 HAYS COUNTY, TEXAS

LIVE OAK SURVEYING
 12421 WYCLIFF LANE
 AUSTIN, TX 78727-8220
 (512) 837-1918
 (512) 837-9102 FAX

CHAPTER 1 GENERAL PROVISIONS

ARTICLE 1.02. CITY COUNCIL

DIVISION 2. MEETINGS¹

Sec. 1.02.045. City council boards and commissions.

(a) The mayor shall appoint councilmembers, following each municipal election, to the following council committees. These appointed councilmembers shall act as liaisons from their respective committee(s) to the city council.

(1) Economic development committee.

~~(2)~~ Transportation committee.

~~(2)~~~~(3)~~ Farmers market committee.

(b) The mayor shall appoint councilmembers, following each municipal election, to the following areas of oversight:

(1) Parks ~~and recreation.~~

(2) Public health and safety.

(3) Utilities.

(4) Finance.

(5) Transportation and streets.

(6) Community events and services.

(Ordinance 2019-22, adopted 7/9/19)

¹State law reference(s)—Meetings of governing body, V.T.C.A., Local Government Code, § 22.038; quorum requirements, V.T.C.A., Local Government Code, § 22.039; open meetings, V.T.C.A., Government Code, ch. 551.



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

Submitted By: Shawn Cox, Interim Deputy City Administrator

Council Meeting Date: Tuesday, June 6, 2023

Agenda Item Wording: Approval of an Audit Engagement Letter with Whitley Penn for the Fiscal Year 2023 Audit.

Agenda Item Requestor: Shawn Cox, Finance Director/City Treasurer

Summary/Background:

The City is required to have an annual audit of its financial statements conducted annually. The audit services include a management discussion and analysis, comparison of the budget to actual revenues and expenses, and pension and other post-employment benefit reporting.

In November of 2022, the City approved a Professional Services Agreement (PSA) with Whitley Penn for the provision of the City's auditing services. The term for the PSA includes auditing services for the FY 2022, FY 2023, and FY 2024 Budgets. Additionally, the PSA can be extended for an additional two (2) years.

For consideration is an engagement letter for auditing of the FY 2023 Budget. The proposed cost for this service is \$ 47,500 for the financial statement audit and \$5,000 for each Federal major program. These costs are consistent with the previous year's audit and will be included in the FY 2024 Proposed Budget.

Commission Recommendations: N/A

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

Attachments: ○ FY 2023 Audit Engagement Letter

Next Steps/Schedule: Notify Whitley Penn of City Council's decision on the extension of the PSA.



Austin Office
 3600 N. Capital of Texas Hwy.
 Bldg B. Suite 250
 Austin, Texas 78746
 737.931.8200 Main

whitleypenn.com

May 24, 2023

To the Honorable Mayor, Members of
 City Council and City Administrator
 City of Dripping Springs, Texas

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Dripping Springs, Texas (the "City"), as of September 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the City's compliance over major federal award programs, if applicable, for the year ended September 30, 2023.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis;
- Budgetary Comparison Information – General Fund;
- Pension Information; and
- Other Post-employment Benefit Information

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

May 24, 2023
Page 2 of 11

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements and schedules; and
- Schedule of Expenditures of Federal Awards, if applicable

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and *in accordance with Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

May 24, 2023
Page 3 of 11

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

May 24, 2023
Page 4 of 11

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;
- For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- For the design, implementation, and maintenance of internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- For taking prompt action when instances of noncompliance are identified;
- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- For submitting the reporting package and data collection form to the appropriate parties;
- For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

May 24, 2023
Page 5 of 11

- To provide us with:
 - a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b) Additional information that we may request from management for the purpose of the audit; and
 - c) Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
 - d) A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information (including the schedule of expenditures of federal awards) referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria such as the Uniform Guidance, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest services could include assistance with the preparation of financial statements, including government-wide journal entries and note disclosures, assistance with the preparation of the schedule of expenditures of federal award (SEFA), if applicable, and related notes, and assistance with the preparation of the data collection form and its submission to the Federal Audit Clearinghouse. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

May 24, 2023
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Our responsibilities and limitations of the nonattest services are described below:

The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City regarding these nonattest services, but the City must make all decisions with regard to those matters.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	December 2023
Mail Confirmations	October 2023
Perform year-end audit procedures	December 2023/January 2024
Issue audit reports	February/March 2024

We anticipate meeting these deadlines barring any delays.

Roger Tovar, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP’s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be \$47,500 for the financial statement audit and \$5,000 for each Federal major program. The fee for the audit is based on anticipated cooperation from the City’s personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is based on the usual amount of time and effort needed for this type of audit, if unexpected circumstances arise that result in significant additional time or difficulty, we will bring this to the attention of the City before incurring any additional costs.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors’ report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

To the Honorable Mayor, Members of
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City of Dripping Springs, Texas

May 24, 2023
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We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Travis County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others.

We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

To the Honorable Mayor, Members of
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City of Dripping Springs, Texas

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Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the City, the City will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The City may wish to include our report on these financial statements in an exempt offering document. The City agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

"Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document."

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

To the Honorable Mayor, Members of
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- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Austin, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Dripping Springs, Texas by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

May 24, 2023
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CliftonLarsonAllen LLP
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REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of Whitley Penn LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, audits performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

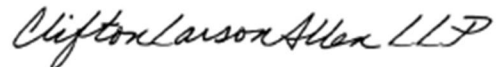
To the Honorable Mayor, Members of
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Whitley Penn LLP
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.



CliftonLarsonAllen LLP

Phoenix, Arizona
October 6, 2021



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Texas

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Item # 6.

Contact

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City of Dripping Springs, Texas

Heritage Public Improvement District

Improvement Area #1 Project

Series 2023 Special Assessment Revenue Bonds

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- Amended Public Improvement District Financing Agreement approved on December 20, 2022
 - \$27,500,000 Assessments/Bonds for the entire District/Project
 - Assessments to be levied and Bonds to be issued in phases as development progresses
 - Fixed assessments for all phases of the Project regardless of when assessments are levied and bonds issued for any phase/improvement area
 - Assessments/Bonds amortized over a 30-year period (per phase)
 - City prepares and controls the Service and Assessment Plan
 - City structuring of PID Bonds and control of bond issuance process
 - PID Bonds issued after qualified improvements are in place and accepted by the City (reimbursement financing structure)
- Offsite Road and Trail Financing by Developer (no changes from 2017)
- Wastewater Impact Fees pursuant to a Wastewater Agreement with Developer (no changes from 2017)

Heritage Public Improvement District Development Summary

IMPROVEMENT AREA #1

Category	No. of Units	Expected	Expected	Expected	Expected
		Finished Lot	Finished Home	Area 1 Finished	Area 1 Buildout
		Unit Value	Unit Value	Lots Value	Value
SF 35'	0	\$ 84,000	\$ 420,000	\$ -	\$ -
SF 40'	12	96,000	440,000	1,152,000	5,280,000
SF 45'	100	108,000	460,000	10,800,000	46,000,000
SF 50'	46	120,000	500,000	5,520,000	23,000,000
Multifamily	0	30,000	150,000	-	-
	<u>158</u>			<u>\$17,472,000</u>	<u>\$74,280,000</u>

Weighted Average Value..... \$110,582 \$470,127

Expected Annual Property Tax Revenue for the City at Buildout..... \$132,070

FUTURE IMPROVEMENT AREAS

Category	No. of Units	Expected	Expected	Expected	Expected
		Finished Lot	Finished Home	Future Areas Finished	Future Areas Buildout
		Unit Value	Unit Value	Lots Value	Value
SF 35'	51	\$ 84,000	\$ 420,000	\$ 4,284,000	\$ 21,420,000
SF 40'	102	96,000	440,000	9,792,000	44,880,000
SF 45'	208	108,000	460,000	22,464,000	95,680,000
SF 50'	76	120,000	500,000	9,120,000	38,000,000
Multifamily	105	30,000	150,000	3,150,000	15,750,000
	<u>542</u>			<u>\$ 48,810,000</u>	<u>\$ 215,730,000</u>

Weighted Average Value..... \$90,055 \$398,026

Expected Annual Property Tax Revenue for the City at Buildout..... \$383,568

Notes:

Development Plan and expected finished home values as reported by the Developer on February 7, 2023.

SF 40', 45' and 50' finished lot values as per the Appraisal; others calculated at 1/5 of the expected finished home values for illustration and discussion purposes only, subject to change.

	<u>Expected Buildout Value</u>	<u>Percentage of Total Project</u>	<u>Assessments/ Bonds</u>
Improvement Area #1 Expected Buildout Value	\$74,280,000	25.61%	\$7,043,550
Future Improvement Areas Expected Build Out Value	<u>\$215,730,000</u>	<u>74.39%</u>	<u>\$20,456,450</u>
Total Expected Buildout Value	\$290,010,000	100.00%	\$27,500,000

Improvement Area #1 Assessments/Bonds rounded down to the nearest \$1,000.

- Bonds secured solely by assessment revenue from Improvement Area #1 of the Heritage PID
- City’s full faith and credit does NOT secure the Bonds
- City’s enterprise funds’ revenues do NOT secure the Bonds
- Assessment revenues from future improvement areas do NOT secure the Bonds

Improvement Area #1 Bonds Preliminary Sources and Uses of Funds

Item # 6.

Bond Issuance Date
Bond Delivery/Closing Date

6/6/2023
6/29/2023

	IMPROVEMENT AREA #1 SERIES 2023 BONDS
SOURCES OF FUNDS	
PID Bonds ⁽¹⁾	\$ 7,043,000
Other Sources	2,149,284
Total Sources of Funds	\$ 9,192,284
USES OF FUNDS	
Project Funds	
Bond Proceeds	\$ 5,790,000
Other Sources	2,149,284
Subtotal Total Project Funds⁽²⁾	\$ 7,939,284
Capitalized Interest Fund ⁽³⁾	\$ -
Debt Service Reserve Fund ⁽⁴⁾	507,696
Underwriter's Discount ⁽⁵⁾	176,075
Costs of Issuance ⁽⁶⁾	529,229
Deposit to Admin Account ⁽⁶⁾	40,000
Subtotal Non-Construction Funds	\$ 1,253,000
Total Uses of Funds	\$ 9,192,284

Notes:

- (1) Maximum par amount of IA #1 Bonds is \$7,043,000.
- (2) \$7,939,284 Total Authorized Costs as reported in Preliminary Service and Assessment Plan.
- (3) No capitalized interest necessary.
- (4) Equal to the maximum annual debt service payment on the bonds.
- (5) Assumed at 2.5% of par amount for illustration and discussion purposes only, subject to change.
- (6) As reported in Preliminary Service and Assessment Plan.

Improvement Area #1 Bonds Preliminary Statistics

<i>Assumed</i> Nominal Bond Interest Rate ⁽¹⁾	5.77%
Bond Term	30 Years
Final Maturity	9/1/2053
Value to Lien at Bond Financing ⁽²⁾	2.11x
Number of Parcels Assessed	158
Average Assessment/Lien per Unit	\$44,576
Average Annual Installment as Tax Rate Equivalent	\$0.7822
Average Annual Installment per Parcel	\$3,677
Annual Installments begin in Calendar Year	2024
<i>PID Bond Net Proceeds per Lot</i>	\$36,646

Notes:

(1) For illustration and discussion purposes only, subject to change at any time.

(2) Appraisal for IA #1 bulk sales equals \$14,852,000.

Improvement Area #1 Bonds Preliminary Limited Offering Memorandum (the “PLOM”)

- The PLOM serves as the disclosure document for the offering of the Heritage Public Improvement District Improvement Area #1 Project Series 2023 Special Assessment Revenue Bonds
- Information, facts and circumstances a reasonable investor may want to evaluate before making an investment decision
- Document is preliminary until the pricing of the Bonds and approval of the bond ordinance
- Final Limited Offering Memorandum will include final bond pricing numbers, final characteristics of the Bonds, final Service and Assessment Plan, final Trust Indenture, final continuing disclosure undertakings (for both City and Developer)

Improvement Area #1 Bonds Preliminary Limited Offering Memorandum (the “PLOM”)

- PLOM includes information regarding (but not limited to):
 - ✓ The City (elected officials, staff and consultants)
 - ✓ Plan of Finance
 - ✓ The Bonds (including sources and uses of funds and debt service)
 - ✓ Overlapping Debt and Taxes, and Assessment Procedures
 - ✓ The District, the Development and Improvement Area #1 Projects
 - ✓ The Developers
 - ✓ The Appraisal
 - ✓ Investment Considerations and Suitability
 - ✓ Legal and Tax Matters
 - ✓ Continuing Disclosure Matters
 - ✓ Preliminary Service and Assessment Plan and form of Trust Indenture
 - ✓ Forms of Continuing Disclosure Agreements (City and Developers)

Schedule of Events

Date	Event
May 2, 2023	Presentation of Plan of Finance to issue Series 2023 Improvement Area #1 Bonds Cost Determination Resolution, Preliminary Service and Assessment Plan, Call Public Hearing for Levy of Assessments Resolution approving form of the PLOM and distribution after final edits/sign off by City Administrator and City Attorney
June 6, 2023	Conduct Public Hearing on Levy of Assessments on Improvement Area #1 of the Heritage PID Consider Ordinance approving the Service and Assessment Plan and Levy of Assessments Consider Ordinance authorizing the issuance of the Series 2023 Improvement Area #1 Bonds
<i>Prior to Closing</i>	<i>Texas Attorney General approves bond issue</i>
June 29, 2023	Closing and Delivery of Funds to the Trustee

Questions and Discussion

Appendix A

Preliminary Cash Flows and *Projected* Tax Statement

Preliminary Bond Cash Flows

Fiscal Year Ending	Improvement Area #1 Series 2023 PID Bonds						Total Levy as Tax Rate Equivalent
			Less: Capitalized	Additional Interest	PID Administrative	TOTAL	
	Principal	Interest ⁽¹⁾	Interest	Levy ⁽²⁾	Levy ⁽³⁾	LEVY	
2024	\$ 30,000	\$ 476,369	\$ -	\$ 35,215	\$ 40,000	\$ 581,584	\$ 0.7830
2025	101,000	404,650	-	35,065	40,800	581,515	0.7829
2026	106,000	398,822	-	34,560	41,616	580,998	0.7822
2027	112,000	392,706	-	34,030	42,448	581,185	0.7824
2028	118,000	386,244	-	33,470	43,297	581,011	0.7822
2029	124,000	379,435	-	32,880	44,163	580,478	0.7815
2030	131,000	372,280	-	32,260	45,046	580,587	0.7816
2031	139,000	364,722	-	31,605	45,947	581,274	0.7825
2032	146,000	356,701	-	30,910	46,866	580,478	0.7815
2033	155,000	348,277	-	30,180	47,804	581,261	0.7825
2034	163,000	339,334	-	29,405	48,760	580,498	0.7815
2035	173,000	329,929	-	28,590	49,735	581,254	0.7825
2036	183,000	319,947	-	27,725	50,730	581,401	0.7827
2037	193,000	309,387	-	26,810	51,744	580,942	0.7821
2038	204,000	298,251	-	25,845	52,779	580,875	0.7820
2039	216,000	286,481	-	24,825	53,835	581,140	0.7824
2040	228,000	274,017	-	23,745	54,911	580,674	0.7817
2041	242,000	260,862	-	22,605	56,010	581,476	0.7828
2042	255,000	246,898	-	21,395	57,130	580,423	0.7814
2043	270,000	232,185	-	20,120	58,272	580,577	0.7816
2044	286,000	216,606	-	18,770	59,438	580,814	0.7819
2045	303,000	200,104	-	17,340	60,627	581,070	0.7823
2046	321,000	182,621	-	15,825	61,839	581,285	0.7826
2047	340,000	164,099	-	14,220	63,076	581,395	0.7827
2048	360,000	144,481	-	12,520	64,337	581,338	0.7826
2049	381,000	123,709	-	10,720	65,624	581,053	0.7822
2050	403,000	101,725	-	8,815	66,937	580,477	0.7815
2051	427,000	78,472	-	6,800	68,275	580,547	0.7816
2052	453,000	53,834	-	4,665	69,641	581,140	0.7824
2053	480,000	27,696	-	2,400	71,034	581,130	0.7824
	\$ 7,043,000	\$ 8,070,843	\$ -	\$ 693,315	\$ 1,622,723	\$ 17,429,881	

(1) Nominal interest rate of 5.77% for illustration and discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds beginning in 2024.

(3) For illustration purposes only, subject to change after input from PID Administrator.

Preliminary Average PID Annual Installments Per Unit

Fiscal Year Ending	Improvement Area #1 Annual Installments Per Unit					PID Administrative Levy ⁽³⁾	TOTAL LEVY	Total Levy as Tax Rate Equivalent
	Principal	Interest ⁽¹⁾	Less: Capitalized	Additional Interest	Levy ⁽²⁾			
			Interest	Levy				
30-Sep 2024	\$ 190	\$ 3,015	\$ -	\$ 223	\$ 253	\$ 3,681	\$ 0.7830	
2025	639	2,561	-	222	258	3,680	0.7829	
2026	671	2,524	-	219	263	3,677	0.7822	
2027	709	2,485	-	215	269	3,678	0.7824	
2028	747	2,445	-	212	274	3,677	0.7822	
2029	785	2,401	-	208	280	3,674	0.7815	
2030	829	2,356	-	204	285	3,675	0.7816	
2031	880	2,308	-	200	291	3,679	0.7825	
2032	924	2,258	-	196	297	3,674	0.7815	
2033	981	2,204	-	191	303	3,679	0.7825	
2034	1,032	2,148	-	186	309	3,674	0.7815	
2035	1,095	2,088	-	181	315	3,679	0.7825	
2036	1,158	2,025	-	175	321	3,680	0.7827	
2037	1,222	1,958	-	170	327	3,677	0.7821	
2038	1,291	1,888	-	164	334	3,676	0.7820	
2039	1,367	1,813	-	157	341	3,678	0.7824	
2040	1,443	1,734	-	150	348	3,675	0.7817	
2041	1,532	1,651	-	143	354	3,680	0.7828	
2042	1,614	1,563	-	135	362	3,674	0.7814	
2043	1,709	1,470	-	127	369	3,675	0.7816	
2044	1,810	1,371	-	119	376	3,676	0.7819	
2045	1,918	1,266	-	110	384	3,678	0.7823	
2046	2,032	1,156	-	100	391	3,679	0.7826	
2047	2,152	1,039	-	90	399	3,680	0.7827	
2048	2,278	914	-	79	407	3,679	0.7826	
2049	2,411	783	-	68	415	3,678	0.7822	
2050	2,551	644	-	56	424	3,674	0.7815	
2051	2,703	497	-	43	432	3,674	0.7816	
2052	2,867	341	-	30	441	3,678	0.7824	
2053	3,038	175	-	15	450	3,678	0.7824	
	\$ 44,576	\$ 51,081	\$ -	\$ 4,388	\$ 10,270	\$ 110,316		

(1) Nominal interest rate of 5.77% for illustration and discussion purposes only, subject to change.

(2) Calculated at 0.5% of outstanding bonds beginning in 2024.

(3) For illustration purposes only, subject to change after input from PID Administrator.

Projected Tax Statement within Improvement Area #1

Projected Tax Statement within Improvement Area #1

	2022 Tax Rate	Tax Levy on \$440,000 SF 40' Home	Tax Levy on \$460,000 SF 45' Home	Tax Levy on \$500,000 SF 50' Home
City of Dripping Springs	\$ 0.1778	\$ 782.32	\$ 817.88	\$ 889.00
Hays County (incl. Special Roads Tax)	0.3125	1,375.00	1,437.50	1,562.50
North Hays County Emergency Services District No. 1	0.0300	132.00	138.00	150.00
Hays County Emergency Services District No. 6	0.0702	308.88	322.92	351.00
Dripping Springs Independent School District	1.2929	5,688.76	5,947.34	6,464.50
Total Tax Rate/Levy	\$ 1.8834	\$ 8,286.96	\$ 8,663.64	\$ 9,417.00
PID Avg. Annual Installment as a Tax Rate Equivalent/Levy ⁽¹⁾	\$ 0.7822	\$ 3,441.55	\$ 3,597.98	\$ 3,910.85
Total Overlapping Tax Rate Equivalent/Levy	\$ 2.6656	\$ 11,728.51	\$ 12,261.62	\$ 13,327.85

(1) Inclusive of principal and interest on the bonds, additional interest for the benefit of the bonds, and estimated annual PID administrative expenses.

ORDINANCE NO. _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR, AND APPORTIONING THE COSTS OF, CERTAIN IMPROVEMENTS TO PROPERTY IN AND FOR THE HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN THE DISTRICT AND THE REAL AND TRUE OWNERS THEREOF; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City on February 9, 2016 (the "*Original Petition*") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*PID Act*"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heritage Public Improvement District (the "*District*" or "*PID*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, an amended and restated petition was submitted and filed with the City Secretary of the City on June 29, 2017 (the "*Amended and Restated Petition*") pursuant to the PID Act which amended, restated and replaced the Original Petition in its entirety, and requested the creation of the District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, the Amended and Restated Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Hays Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on October 17, 2017, the City Council (the "*City Council*") of the City approved an Annexation and Development Agreement between the City, SLF IV – Dripping Springs JV, L.P. ("*SLF*") and BobWhite Investments, LP ("*BobWhite*") (the "*Annexation and Development Agreement*") and authorized the full purpose annexation of property within the District pursuant to Ordinance No. 1803.91; and

WHEREAS, on November 14, 2017, after due notice, the City Council of the City held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-74 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of Creation Resolution, on November 30, 2017, the City published notice of its authorization of the creation of the District in *The Dripping Springs Century News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of the Creation Resolution; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District ("*Improvement Area #1*"); and

WHEREAS, pursuant to the PID Act, the proposed "*Improvement Area #1 Assessment Roll*" and service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the Act, the statutory notice of a public hearing to be held by the City Council on June 6, 2023 was published on May 11, 2023, advising that the City Council would consider the levy of the proposed assessments (the "*Improvement Area #1 Assessments*") on real property within Improvement Area #1 of the District was published in *The Wimberley View* and *The Dripping Springs Century News*, each a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #1 Assessment Roll and the Service and Assessment Plan (as defined herein) and the levy of the Improvement Area #1 Assessments on property within Improvement Area #1 of the District to the address of record at Hays Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #1 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on June 6, 2023, held a public hearing to consider the levy of the proposed Improvement Area #1 Assessments on property within Improvement Area #1 of the District, at which any and all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #1 Assessment Roll, and the proposed

Improvement Area #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #1 Assessments, the allocation of the Actual Costs (as defined in the attached Service and Assessment Plan) of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #1 of the District (the "*Improvement Area #1 Authorized Improvements*"), the purposes of the Improvement Area #1 Assessments, the special benefits of the Improvement Area #1 Authorized Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #1 Assessments; and

WHEREAS, the City Council finds and determines that the Heritage Public Improvement District Service and Assessment Plan, which includes the Improvement Area #1 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which final form shall be approved by the City Administrator (the "*Service and Assessment Plan*"), and which is incorporated herein for all purposes, should be approved and that the Improvement Area #1 Assessments should be levied as provided in this Ordinance, the Service and Assessment Plan, and the Improvement Area #1 Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the Actual Costs of the Improvement Area #1 Authorized Improvements as described in the Service and Assessment Plan, the Improvement Area #1 Assessment Roll, or the levy of the Improvement Area #1 Assessments; and

WHEREAS, the City Council closed the public hearing on June 6, 2023, and, after considering all oral, written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

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

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. The Service and Assessment Plan attached to this Ordinance as **Exhibit A** has been presented to and reviewed by the City Council and the City Council hereby approves said Service and Assessment Plan and adopts the attached Service and Assessment Plan as the service plan and assessment plan for Improvement Area #1 within the District. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

Section 4. The Improvement Area #1 Authorized Improvements described in the preamble of this Ordinance and in the Service and Assessment Plan include the improvements that will benefit and serve all of the property within Improvement Area #1 of the District (the "*Improvement Area #1 Improvements*") and Improvement Area #1's allocable share of Major Improvements (as defined in the Service and Assessment Plan) (the "*Improvement Area #1 Major Improvements*" and, together with the Improvement Area #1 Improvements, the "*Improvement Area #1 Projects*"). The Improvement Area #1 Improvements benefit and serve all of the property within Improvement Area #1 of the District and are set forth in Section III of the Service and Assessment Plan.

Section 5. The City Council hereby finds and determines upon the evidence presented in reference to the property located within Improvement Area #1 of the District that: (i) the enhancement and value to accrue to Improvement Area #1 of the District and the real and true owner or owners thereof by virtue of construction of the Improvement Area #1 Projects will be equal to or in excess of the amount of the cost of the proposed Improvement Area #1 Projects; (ii) that the apportionment of the costs of the Improvement Area #1 Projects and the Improvement Area #1 Assessments here and below made are just and equitable and produce substantial equality, considering the benefits received and the burdens imposed thereby, and result in imposing equal shares of the cost of the Improvement Area #1 Projects on property similarly benefitted, and are in accordance with the laws of the State of Texas; (iii) the property assessed is specially benefitted by means of the said Improvement Area #1 Projects in the District in relation to the costs of such improvements; (iv) all procedures that have taken place heretofore with reference to the Improvement Area #1 Projects and Improvement Area #1 Assessments are in all respects regular, proper, and valid; and (v) all prerequisites to the fixing of the assessment liens against the properties within Improvement Area #1 of the District, and the personal liability of the real and true owner or owners thereof, whether correctly named herein or not, have been in all things regularly and duly performed in compliance with the PID Act and the proceedings of the City Council. The cost of said Improvement Area #1 Projects is hereby assessed and levied as a special assessment against such properties and the real and true owner or owners thereof in the amounts as described in Exhibit F of the Service and Assessment Plan attached hereto.

Section 6. There shall be and is hereby levied and assessed against the property within Improvement Area #1 of the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money as listed in Exhibit F of the Service and Assessment Plan attached hereto and made a part hereof shown for each of the respective parcels of property, and the assessed against the same, and the owners thereof.

Section 7. The sums assessed against property located within Improvement Area #1 of the District and the real and true owners or owner thereof, whether the owner or owners be named or correctly named, or the properties be correctly described therein or not, together with interest thereon at the rate per annum when required as set forth in the Service and Assessment Plan and with reasonable attorney's fees and all costs and expenses of collection, if incurred, are hereby declared to be and made a first and prior lien upon the respective parcels of property against which same are assessed from and after this date, and a personal liability and charge against the real and true owner or owners thereof, whether or not such owner or owners be correctly named herein, paramount and superior to all other liens, claims or titles except for lawful claims for state, county,

school district, or municipality ad valorem taxes; and that the sum so assessed shall be payable to the City or its assigns in accordance with the Improvement Area #1 Assessment Roll attached as Exhibit F to the Service and Assessment Plan.

Section 8. (a) The levy of the Improvement Area #1 Assessments shall be effective on the date of adoption of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Improvement Area #1 Projects to be assessed against the property within Improvement Area #1 of the District, shall be as set forth in the Service and Assessment Plan.

(c) Improvement Area #1 Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Improvement Area #1 Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #1 Assessment shall accrue and bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Improvement Area #1 Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Improvement Area #1 Projects, including debt service on obligations issued to pay the costs of the Improvement Area #1 Projects, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of bonds and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Section 9. This Ordinance incorporates by reference all provisions and requirements of the PID Act.

Section 10. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 11. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

Section 12. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Improvement Area #1 Assessment Roll, to be filed with the Hays County Clerk, not later than the seventh day after the date the City Council adopts this ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update (or as otherwise required by the PID Act).

Section 13. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Hays County Tax Assessor-Collector is hereby appointed and designated as the collector of the Improvement Area #1 Assessments (the "*Collector*"). The Collector shall serve in such capacity unless and until replaced by subsequent action of the City Council.

PASSED AND APPROVED on _____, 2023.

CITY OF DRIPPING SPRINGS, TEXAS

Bill Foulds, Mayor

[CITY SEAL]

ATTEST:

Andrea Cunningham, City Secretary

APPROVED AS TO FORM

Laura Mueller, City Attorney

EXHIBIT A

**HERITAGE PUBLIC IMPROVEMENT DISTRICT
SERVICE AND ASSESSMENT PLAN**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF DRIPPING SPRINGS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Dripping Springs, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), has previously created the Heritage Public Improvement District (the "District"), pursuant to Resolution No. 2017-74 adopted by the City Council of the City (the "Council") on November 14, 2017; and

WHEREAS, the authorization creating the District became effective upon publication of its authorization on November 30, 2017 in *The Wimberley View* and *The Dripping Springs Century News*, each a newspaper of general circulation in the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of such notice; and

WHEREAS, the District is expected to be developed in phases beginning with an area designated as "Improvement Area #1" within the District ("Improvement Area #1"); and

WHEREAS, pursuant to the PID Act, on May 11, 2023, the Council published notice of the assessment hearing in *The Wimberley View* and *The Dripping Springs Century News*, each a newspaper of general circulation in the City, and held a public hearing on June 6, 2023, regarding the levy of special assessments within Improvement Area #1 of the District, and on June 6, 2023, the Council adopted the assessment ordinance that levied the Improvement Area #1 Assessments (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the Council approved and accepted the initial Service and Assessment Plan (the "Service and Assessment Plan") and levied the Improvement Area #1 Assessments (as defined in the Service and Assessment Plan) in Improvement Area #1 of the District as shown on the Improvement Area #1 Assessment Roll (as defined and described in the Service and Assessment Plan); and

WHEREAS, the Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)" (the "Bonds"), such Bonds to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below) and other assets pledged under the Indenture to the payment of the Bonds; and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying the Administrative Reserves related to the Bonds, and (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds (all as defined in the Indenture); and

WHEREAS, in connection with the issuance of the Bonds, the Improvement Area #1 Projects are located within the District, and the City has determined that the Improvement Area #1 Projects confer a special benefit on the District as provided in Section V.C. of the Service and Assessment Plan; and

WHEREAS, the Council has found and determined to approve (i) the issuance of the Bonds to finance the Improvement Area #1 Projects and the Bond Issuance Costs, (ii) the form, terms and provisions of the Indenture securing the Bonds authorized hereby, (iii) the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) an Offering Memorandum (defined below), and (v) a Continuing Disclosure Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture.

(a) The issuance of the Bonds in the principal amount of \$7,043,000 for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying the Administrative Reserves related to the Bonds, and (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of June 1, 2023, between the City and Wilmington Trust, National Association, as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as **Exhibit A** and incorporated herein as a part hereof for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amount or amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions and modifications as may be required to conform the form of Bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to the Bonds, and shall never be payable from ad valorem taxes or any other funds or revenues of the City.

Section 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as **Exhibit B** and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Administrator, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Bond Purchase Agreement may be attested by the City Secretary.

Section 4. Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto and the final Limited Offering Memorandum (the "Offering Memorandum") presented to and considered at the meeting at which this Ordinance is considered are hereby in all respects approved and adopted. The Offering Memorandum, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem of the City and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute, and the City Secretary is hereby authorized and directed to attest, the Offering Memorandum. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Offering Memorandum by the Council, the Council is not responsible for and proclaims no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Offering Memorandum pertaining to the Improvement Area #1 Projects, the Development, the Developers (as defined in the Offering Memorandum) or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

Section 5. Continuing Disclosure Agreement. The Continuing Disclosure Agreement of the Issuer (the "Continuing Disclosure Agreement") between the City, P3Works, LLC and Wilmington Trust, National Association, as dissemination agent, is hereby authorized and approved in substantially final form attached hereto as **Exhibit C** and incorporated herein as a part hereof for all purposes and the City Administrator of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the City Administrator, such approval to be evidenced by the execution thereof.

Section 6. Bond Counsel's Opinion. The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriter. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 7. Additional Actions. The Mayor, Mayor Pro Tem, City Administrator, Deputy City Administrator, City Treasurer and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, Mayor Pro Tem, City Administrator, Deputy City Administrator, City Treasurer and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

Section 8. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, and shall be effective immediately upon its passage and adoption.

[Remainder of page left blank intentionally]

PASSED AND APPROVED on _____, 2023.

CITY OF DRIPPING SPRINGS, TEXAS

Bill Foulds, Mayor

[CITY SEAL]

ATTEST:

Andrea Cunningham, City Secretary

APPROVED AS TO FORM

Laura Mueller, City Attorney

EXHIBIT A
INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF DRIPPING SPRINGS, TEXAS

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS TRUSTEE**

DATED AS OF JUNE 1, 2023

SECURING

\$7,043,000

**CITY OF DRIPPING SPRINGS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(HERITAGE PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #1 PROJECT)**

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EXHIBIT A DESCRIPTION OF THE PROPERTY WITHIN IMPROVEMENT AREA #1 OF THE
HERITAGE PUBLIC IMPROVEMENT DISTRICT

INDENTURE OF TRUST

THIS INDENTURE, dated as of June 1, 2023, is by and between the CITY OF DRIPPING SPRINGS, TEXAS (the "*City*"), and Wilmington Trust, National Association, a national banking association, as trustee (together with its successors, the "*Trustee*"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary (the "*City Secretary*") of the City on February 9, 2016 (the "*Original Petition*") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "*PID Act*"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heritage Public Improvement District (the "*District*" or "*PID*") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, an amended and restated petition was submitted and filed with the City Secretary of the City on June 29, 2017 (the "*Amended and Restated Petition*") pursuant to the PID Act which amended, restated and replaced the Original Petition in its entirety, and requested the creation of the District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, the Amended and Restated Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Hays Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on October 17, 2017, the City Council (the "*City Council*") of the City approved an Annexation and Development Agreement between the City, SLF IV – Dripping Springs JV, L.P. ("*SLF*") and BobWhite Investments, LP ("*BobWhite*") (the "*Annexation and Development Agreement*") and authorized the full purpose annexation of property within the District pursuant to Ordinance No. 1803.91; and

WHEREAS, on October 17, 2017, the City Council approved the Heritage Public Improvement District Financing Agreement between SLF and the City (the "*Original Financing Agreement*"); and

WHEREAS, on November 14, 2017, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-74 (the "*Creation Resolution*"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, on November 30, 2017, the City published the Creation Resolution in *The Dripping Springs Century News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of the Creation Resolution; and

WHEREAS, on May 3, 2021, SLF, M/I Homes of Austin, LLC ("*M/I Homes*") and Tri Pointe Homes Texas, Inc. ("*Tri Pointe*" and, collectively with M/I Homes, the "*Owner*") entered into an Assignment of Heritage Public Improvement District Financing Agreement (the "*Financing Agreement Assignment*"), in which SLF assigned all its right, title and interest under the Original Financing Agreement to the Owner; and

WHEREAS, the City Council approved the Financing Agreement Assignment and confirmed the Owner's satisfaction of the requirements for the Financing Agreement Assignment on November 10, 2020; and

WHEREAS, on December 20, 2022, the City Council approved the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement between the City and M/I Homes, and as joined by Tri Pointe and BobWhite, as consenting parties (as more fully defined herein, the "*Amended and Restated Financing Agreement*"), pursuant to which M/I Homes agreed to construct the Authorized Improvements identified in the Service and Assessment Plan, and the City agreed to reimburse M/I Homes for the costs of constructing certain of the Authorized Improvements from the Assessments or, after bonds are issued as allowed by the PID Act, from the proceeds of said bonds; and

WHEREAS, pursuant to the PID Act, the proposed "*Improvement Area #1 Assessment Roll*" and service and assessment plan were filed with the City Secretary; and

WHEREAS, pursuant to Section 372.016(b) of the PID Act, the statutory notice of a public hearing to be held by the City Council on [____], 2023, advising that the City Council would consider the levy of the proposed assessments (the "*Improvement Area #1 Assessments*") on real property within Improvement Area #1 of the District and the service and assessment plan (the "*Service and Assessment Plan*") was published on [____], 2023, in [____], a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #1 Assessment Roll and the Service and Assessment Plan and the levy of the Improvement Area #1 Assessments on property within Improvement Area #1 of the District to the address of record at Hays Central Appraisal District, such address being the last known address of the owners of the property liable for the Improvement Area #1 Assessments; and

WHEREAS, after notice was provided as required by the PID Act, the City Council on [_____], 2023, held a public hearing to consider the levy of the proposed Improvement Area #1 Assessments on property within Improvement Area #1 of the District, at which any and all persons who appeared, or requested to appear, in person or by authorized electronic means as provided in the notice of public hearing published on [_____], 2023 or by their attorney, were given the opportunity to contend for or contest the Improvement Area #1 Assessment Roll, and the proposed Improvement Area #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #1 Assessments, the allocation of the Actual Costs (as defined herein) of the authorized improvements to be undertaken for the benefit of all property to be assessed within Improvement Area #1 (the "*Improvement Area #1 Authorized Improvements*"), the purposes of the Improvement Area #1 Assessments, the special benefits of the *Improvement Area #1 Authorized Improvements*, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #1 Assessments; and

WHEREAS, the City Council convened the hearing on [_____], 2023, at which there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of Actual Costs, the Improvement Area #1 Assessment Roll, or the levy of the Improvement Area #1 Assessments; and

WHEREAS, the City Council closed the hearing and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, approved and accepted the Service and Assessment Plan in conformity with the requirements of the PID Act and passed, approved and adopted the Assessment Ordinance, which Assessment Ordinance approved the Improvement Area #1 Assessment Roll and levied the Improvement Area #1 Assessments; and

WHEREAS, on [_____], 2023, in connection with the levy of the Improvement Area #1 Assessments, concurrently therewith, the Owner and BobWhite each executed a Landowner Certificate (defined herein), wherein each landowner, among other things, approved and accepted the Assessment Ordinance and the Service and Assessment Plan, including the Improvement Area #1 Assessment Roll, consented to and accepted the levy of the Improvement Area #1 Assessments against its properties located within Improvement Area #1 of the District, and agreed to pay the Improvement Area #1 Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project) (the "*Bonds*") payable from the Pledged Revenues (defined herein) for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying the Administrative Reserves related to the Bonds, and (iii) paying Bond

Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Holders thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Holders, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "*Trust Estate*"):

FIRST GRANTING CLAUSE

The Pledged Revenues, including all moneys and investments held in the Pledged Funds, and including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds of the foregoing property and proceeds from the investment of the foregoing property;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Holders of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and

meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

IN ADDITION, the Bonds Similarly Secured are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds Similarly Secured do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Holders of the Bonds Similarly Secured shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds Similarly Secured out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Holders from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. **Definitions.**

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"*Account*", in the singular, means any of the accounts established pursuant to Section 6.1 of this Indenture, and "*Accounts*", in the plural, means, collectively, all accounts established pursuant to Section 6.1 of this Indenture.

"*Actual Cost(s)*" means, with respect to the Improvement Area #1 Projects, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described

in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

"*Additional Interest*" means the amount collected by application of the Additional Interest Rate.

"*Additional Interest Rate*" means the additional 0.50% interest charged on the Improvement Area #1 Assessments as authorized by Section 372.018 of the PID Act.

"*Additional Obligations*" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes, or time warrants, secured in whole or in part by an assessment, other than the Improvement Area #1 Assessments securing the Bonds Similarly Secured, levied against property within Improvement Area #1 of the District in accordance with the PID Act.

"*Administrative Fund*" means that Fund established by Section 6.1 and administered pursuant to Section 6.9.

"*Administrative Reserves*" means the estimated first year Annual Collection Costs.

"*Administrator*" means the City, or the person or independent firm designated by the City who shall have the responsibility provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

"*Amended and Restated Financing Agreement*" means the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement between the City and M/I Homes, and as joined by Tri Pointe and BobWhite, as consenting parties, dated as of December 20, 2022, as may have been or may be further amended and supplemented from time to time, which provides for the appointment, levying and collection of the Improvement Area #1 Assessments, the construction and terms of reimbursement to M/I Homes for a portion of the Actual Costs of the Authorized Improvements, the maintenance of the Authorized Improvements, the issuance of bonds and other matters related thereto.

"*Annual Collection Costs*" means the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to the Improvement Area #1 Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Improvement Area #1 Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming Bonds Similarly Secured; (6) investing or depositing Improvement Area #1 Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of the District, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with Bonds Similarly Secured, including their respective legal counsel. Annual

Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"*Annual Debt Service*" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year, assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"*Annual Installment*" means the annual installment payment of the Improvement Area #1 Assessments as calculated by the Administrator and approved by the City Council that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

"*Annual Service Plan Update*" means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council, in accordance with the PID Act.

"*Applicable Laws*" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"*Assessed Property*" or "*Assessed Properties*" means any Parcel within the District that benefits from an Authorized Improvement and on which Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to a Service and Assessment Plan).

"*Assessment*" means an assessment levied against a Parcel imposed pursuant to an assessment ordinance and the provisions of the Service and Assessment Plan, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"*Assessment Ordinance*" means Ordinance No. [_____] adopted by the City Council on [_____] , 2023, that levied the Improvement Area #1 Assessments, as shown on the Improvement Area #1 Assessment Roll.

"*Assessment Revenues*" means the revenues received by the City from the collection of Improvement Area #1 Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

"*Assessment Roll(s)*" means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll included in the Service and Assessment Plan as Exhibit F, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of Bonds Similarly Secured, or in connection with any Annual Service Plan Update.

"*Attorney General*" means the Attorney General of the State.

"*Authorized Denomination*" means \$100,000 and any integral multiple of \$1,000 in excess thereof. The City prohibits any Bond to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond with a denomination of less than \$100,000, and, unless made pursuant to Section 4.5 herein, any attempt to accomplish either of the foregoing shall be void and of no effect, provided, however, that if the total principal amount of any Outstanding Bond is less than \$100,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond. With respect to Refunding Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such Refunding Bonds.

"*Authorized Improvements*" means improvements authorized by Section 372.003 of the PID Act as described in Section III and depicted on Exhibit L and Exhibit M to the Service and Assessment Plan.

"*BobWhite*" means BobWhite Investments, L.P., a Texas limited partnership.

"*Bond*" means any of the Bonds.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P. or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"*Bond Date*" means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

"*Bond Fund*" means the Fund established pursuant to Section 6.1 and administered pursuant to Section 6.4.

"*Bond Issuance Costs*" means the costs associated with issuing Bonds Similarly Secured, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of Bonds Similarly Secured.

"*Bond Ordinance*" means Ordinance No. [_____] adopted by the City Council on [_____] , 2023, authorizing the issuance of the Bonds pursuant to this Indenture.

"*Bond Pledged Revenue Account*" means the Account in the Pledged Revenue Fund established pursuant to Section 6.1 of this Indenture.

"*Bond Year*" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"*Bonds*" means the City's bonds authorized to be issued by Section 3.1 of this Indenture entitled "City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)."

"*Bonds Similarly Secured*" means, collectively, any Outstanding Bonds and Refunding Bonds.

"*Business Day*" means any day other than a Saturday, Sunday or legal holiday in the State observed as such by the City or the Trustee or any national holiday observed by the Trustee.

"*Certification for Payment*" means a certificate given pursuant to the Amended and Restated Financing Agreement executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the written approval of a City Representative, specifying the amount of work performed and the cost thereof, presented to the Trustee to request payment for Actual Costs from money on deposit in the Project Fund. The Form of Certification for Payment is attached to the Amended and Restated Financing Agreement as Schedule I thereto.

"*City*" means the City of Dripping Springs, Texas.

"*City Certificate*" means a certificate signed by the City Representative and delivered to the Trustee.

"*City Council*" means the governing body of the City.

"*City Representative*" means that official or agent of the City authorized by the City Council to undertake the action referenced herein as evidenced by a written incumbency certificate provided to the Trustee. Such certificate may designate alternates, each of whom shall be entitled to perform all duties of the City Representative.

"*Closing Date*" means the date of the initial delivery of and payment for the applicable series of Bonds Similarly Secured.

"*Code*" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"*Comptroller*" means the Comptroller of Public Accounts of the State.

"*Continuing Disclosure Agreements of Owner*" means each agreement executed between the respective Owner, the Administrator and dissemination agent in connection with the issuance of the Bonds pursuant to which the respective Owner agrees to provide certain information regarding the development of the District and the Improvement Area #1 Projects for the benefit of the Holders of the Bonds (including owners of beneficial interests of the Bonds).

"*Continuing Disclosure Agreement of Issuer*" means the agreement executed between the City, Administrator and the dissemination agent for the benefit of the Holders of the Bonds (including owners of beneficial interests of the Bonds), to provide, by certain dates prescribed

therein periodic information and notices of material events regarding the City in accordance with Securities and Exchange Commission Rule 15c2-12.

"*Cost of Issuance Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*County*" means Hays County, Texas.

"*Defeasance Securities*" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"*Delinquency & Prepayment Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Delinquency & Prepayment Reserve Requirement*" means an amount equal to [__]% of the principal amount of the then Outstanding Bonds Similarly Secured, which amount will be funded from Improvement Area #1 Assessments and Annual Installments deposited to the Pledged Revenue Fund for subsequent transfer to the Delinquency & Prepayment Reserve Account of the Reserve Fund in accordance with the terms of this Indenture.

"*Delinquent Collection Costs*" means, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Improvement Area #1 Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including costs and expenses to foreclose liens.

"*Designated Payment/Transfer Office*" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office designated by the Paying Agent/Registrar, initially Dallas, Texas and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"*District*" means the approximately 188.943 acres within the corporate limits of the City known as the Heritage Public Improvement District, as described legally by metes and bounds on Exhibit A-1 and as depicted by the map on Exhibit B-1 to the Service and Assessment Plan.

"*DTC*" means The Depository Trust Company of New York, New York, or any successor securities depository.

"*DTC Participant*" means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

"*Foreclosure Proceeds*" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Improvement Area #1 Assessments, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"*Fund*", in the singular, means any of the funds established pursuant to Section 6.1 of this Indenture, and "*Funds*", in the plural, means, collectively, all of the funds established pursuant to Section 6.1 of this Indenture.

"*Holder*" means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11. The term "*Holder*", when used in connection with the Bonds Similarly Secured, shall also include the Person who is the registered owner of a Bond Similarly Secured under the terms of any indenture relating thereto.

"*Improvement Account*" means the Account in the Project Fund established pursuant to Section 6.1 of this Indenture.

"*Improvement Area #1*" means approximately 37.073 acres located within the District, as shown on Exhibit A attached hereto and described in the Service and Assessment Plan.

"*Improvement Area #1 Assessed Property*" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied as shown on the Improvement Area #1 Assessment Roll (as the same may be updated each year by an Annual Service Plan Update) and which includes any and all Parcels within Improvement Area #1 other than Non-Benefited Property as defined in the Service and Assessment Plan.

"*Improvement Area #1 Assessment*" means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to the Assessment Ordinance and the provisions of the Service and Assessment Plan, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions of the Service and Assessment Plan and in the PID Act.

"*Improvement Area #1 Assessment Roll*" means the Assessment Roll for the Improvement Area #1 Assessed Property and included in the Service and Assessment Plan as Exhibit F, as updated, modified, or amended from time to time in accordance with the procedures set forth in the Service and Assessment Plan and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"*Improvement Area #1 Authorized Improvements*" mean the Improvement Area #1 Projects, and the Administrative Reserves and Bond Issuance Costs related to the Bonds Similarly Secured.

"*Improvement Area #1 Improvements*" mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in Section III.B of the Service and Assessment Plan.

"*Improvement Area #1 Major Improvements*" mean Improvement Area #1's allocable share of the Major Improvements.

"*Improvement Area #1 Projects*" mean the Improvement Area #1 Improvements and the Improvement Area #1 Major Improvements.

"*Indenture*" means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"*Independent Financial Consultant*" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"*Initial Bonds*" means the Initial Bonds authorized by Section 5.2 of this Indenture.

"*Interest Payment Date*" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing March 1, 2024.

"*Investment Securities*" means those authorized investments determined by the City and described in the Public Funds Investment Act, Chapter 2256, Government Code, as amended, which investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"*Landowner Certificate*" means the Landowner Certificates executed by the Owner and BobWhite, being owners of all the Property subject to the Improvement Area #1 Assessments dated [____], 2023, as may be further amended.

"*M/I Homes*" means M/I Homes of Austin, LLC, an Ohio limited liability company.

"*Major Improvements*" mean the Authorized Improvements that benefit the entire District, and are more specifically described in Section III.A of the Service and Assessment Plan.

"*Maximum Annual Debt Service*" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"*Outstanding*" means, as of any particular date when used with reference to Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, (iii) any Bond Similarly Secured in lieu of or in

substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10, and (iv) Bond Similarly Secured alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Indenture.

"*Original Financing Agreement*" means that certain Heritage Public Improvement District Financing Agreement approved by the City Council on October 17, 2017, entered into by and between SLF and the City.

"*Owner*" means M/I Homes of Austin, LLC, an Ohio limited liability company, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, and any of their respective successors and assigns, which currently own portions of the District and are serving as the developers for all land within the District.

"*Parcel*" or "*Parcels*" means a parcel or parcels within the boundaries of the District, identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the real property records of Hays County or by any other means determined by the City Council.

"*Paying Agent/Registrar*" means initially the Trustee, or any successor thereto as provided in this Indenture.

"*Person*" or "*Persons*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*PID Act*" means Chapter 372, Texas Local Government Code, as amended.

"*Pledged Funds*" means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"*Pledged Revenue Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.3.

"*Pledged Revenues*" means, collectively, the (i) Assessment Revenues (excluding the portion of the Improvement Area #1 Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

"*Prepayment*" means the payment of all or a portion of an Improvement Area #1 Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Improvement Area #1 Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Improvement Area #1.

"*Prepayment Costs*" means interest and expenses to the date of Prepayment, plus any additional expenses related to the Prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any Prepayment.

"*Principal and Interest Account*" means the Account in the Bond Fund established pursuant to Section 6.1 of this Indenture.

"*Project Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5.

"*Project Collection Fund*" means that fund established pursuant to Section 6.1.

"*Purchaser*" means, with respect to a series of Bonds Similarly Secured, the initial purchaser of such Bonds Similarly Secured.

"*Quarter in Interest*" means as of any particular date of calculation, the Holders of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds Similarly Secured so affected. In the event that two or more groups of Holders satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Holders with the greatest percentage of then Outstanding Bonds Similarly Secured so affected (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

"*Rebatable Arbitrage*" means rebatable arbitrage as defined in Section 1.148-3 of the Treasury Regulations.

"*Rebate Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8.

"*Record Date*" means the close of business on the last business day of the month next preceding an Interest Payment Date.

"*Redemption Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6.

"*Redemption Price*" means, when used with respect to any Bond or portion thereof, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, plus accrued and unpaid interest on such Bond to the date fixed for redemption payable upon redemption thereof pursuant to this Indenture.

"*Refunding Bonds*" means bonds issued to refund all or any portion of the Bonds Similarly Secured and secured by a parity lien with the Bonds Similarly Secured on the Trust Estate, as more specifically described in the indenture authorizing such Refunding Bonds.

"*Register*" means the register specified in Article III of this Indenture.

"*Reserve Account*" means the Account in the Reserve Fund established pursuant to Section 6.1 of this Indenture.

"*Reserve Account Requirement*" means the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the date of issuance, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the date of issuance of the applicable series of Bonds Similarly Secured, and (iii) 10% of the proceeds of the Bonds Similarly Secured; provided, however, that such amount shall be reduced as a result of (1) an optional redemption pursuant to Section 4.3 or (2) an extraordinary optional redemption pursuant to Section 4.4, and any such reduction in the Reserve Account Requirement shall be by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the date of issuance of the Bonds, the Reserve Account Requirement is \$[_____] which is an amount equal to Maximum Annual Debt Service on the Bonds as of their date of issuance. The City Representative shall provide the Trustee with written confirmation of the Reserve Account Requirement and any modifications related thereto.

"*Reserve Fund*" means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7.

"*Service and Assessment Plan*" and "*SAP*" each mean the document, including the Improvement Area #1 Assessment Roll, which is attached as Exhibit A to the Assessment Ordinance, as amended and restated, as may be updated, amended and supplemented from time to time.

"*Sinking Fund Installment*" means the amount of money to redeem or pay at maturity the principal of a Stated Maturity of Bonds payable from such installments at the times and in the amounts provided in Section 4.2.

"*SLF*" means SLF IV – Dripping Springs JV, L.P., a Texas limited partnership.

"*Special Record Date*" means in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment that will be established by the Trustee, if and when funds for the payment of such interest have been received from the City.

"*State*" means the State of Texas.

"*Stated Maturity*" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable are scheduled to mature without regard to any redemption or prepayment.

"*Supplemental Indenture*" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which

indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"*Tax Assessor-Collector*" means the Hays County, Texas Tax Assessor-Collector.

"*Tax Certificate*" means a certificate of the City setting forth the facts, estimates and circumstances in existence on the date of closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code.

"*Treasury Regulations*" shall have the meaning assigned to such term in Section 7.5(c).

"*Trust Estate*" means the Trust Estate described in the granting clauses of this Indenture.

"*Trustee*" means Wilmington Trust, National Association, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

"*Value of Investment Securities*" means the amortized value of any Investment Securities, provided, however, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "amortized value," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price. The Trustee retains the ability and may rely upon the City's financial advisor to provide a determination as to the foregoing.

Section 1.2. **Findings.**

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. **Table of Contents, Titles and Headings.**

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never

be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) When used in Article XI of this Indenture in connection with the Bonds Similarly Secured, any reference to this Indenture, Article XI of this Indenture or any Section thereunder, and/or any events of default or remedies set forth therein, such terms and references shall be read and interpreted to include any indenture relating to any Bonds Similarly Secured, the related Article or Section in such indenture, and/or the events of default and remedies set forth therein.

(e) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS

Section 2.1. Security for the Bonds Similarly Secured.

(a) The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

(b) The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date for the applicable series of Bonds Similarly Secured, each issued under this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures

as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful and/or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and/or convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Holders and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Holders, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Holder, and shall be deemed to be and shall constitute a contract among the City, the Holders, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$7,043,000 for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying the Administrative

Reserves related to the Bonds, and (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated the date of the initial delivery thereof (the "*Bond Date*") and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2024, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Year</u>	<u>Principal Amount</u> \$	<u>Interest Rate</u> %
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(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Section 5.2.

Section 3.3. Conditions Precedent to Delivery of Bonds.

The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (a) a certified copy of the Assessment Ordinance;
- (b) a certified copy of the Bond Ordinance;

- (c) a copy of the executed Amended and Restated Financing Agreement and any amendments;
- (d) an executed copy of the Continuing Disclosure Agreement of Issuer and executed copies of the Continuing Disclosure Agreements of Owner;
- (e) a copy of this Indenture executed by the Trustee and the City;
- (f) an executed City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;
- (g) an executed signature and no-litigation certificate of the City;
- (h) executed opinions of Bond Counsel and the City Attorney; and
- (i) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

Section 3.4. Medium, Method and Place of Payment.

- (a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.
- (b) Interest on the Bonds Similarly Secured shall be payable to the Holders thereof as shown in the Register at the close of business on the relevant Record Date or Special Record Date, as applicable.
- (c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Holders at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Holder; provided, however, the Holder shall bear all risk and expense of such other banking arrangement.
- (d) The principal of each Bond Similarly Secured shall be paid to the Holder of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.
- (e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking

institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Holder of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State, any such payments remaining unclaimed by the Holders entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor, Mayor Pro-Tem and City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to be such officer before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General, is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On each Closing Date, one Initial Bond for each series of Bonds Similarly Secured representing the entire principal amount of all Bonds of such series of Bonds Similarly Secured

and registered in the name of Cede & Co, payable in stated installments to the applicable Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor, Mayor Pro-Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Purchaser of such Bonds Similarly Secured or its designee. Upon payment for the Initial Bond, the Trustee shall cancel the Initial Bond and upon City order deliver to DTC on behalf of such Purchaser one registered definitive bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all Bonds Similarly Secured of such series for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. **Ownership.**

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and none of the City, the Trustee or the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Holder of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.7. **Registration, Transfer and Exchange.**

(a) So long as any Bond Similarly Secured remains outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds Similarly Secured in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Holder or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Holder for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Holder to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Holder of the uncalled principal balance of a Bond Similarly Secured.

Section 3.8. **Cancellation.**

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. Whenever in this Indenture provision is made for the cancellation by the Trustee of any Bonds Similarly Secured, the Trustee shall destroy such Bonds Similarly Secured and deliver a certificate of such destruction to the City.

Section 3.9. **Temporary Bonds.**

(a) Following the delivery and registration of the Initial Bond of each series of Bonds Similarly Secured and pending the preparation of definitive Bonds Similarly Secured, the proper officers of the City may execute and, upon the City's written request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons,

and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Holder.

Section 3.10. **Replacement Bonds.**

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Holder of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed, or wrongfully taken, the City shall provide and the Trustee, pursuant to the Applicable Laws of the State and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Holder first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. **Book-Entry Only System.**

(a) The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

(b) With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant will respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Holder, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Holder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured.

Secured for the purpose of payment of principal of, premium, if any, and interest on Bonds Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Holders as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Holder, as shown in the Register, shall receive a Bond Similarly Secured certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each series of Bonds Similarly Secured, other than the Bonds, shall be subject to mandatory sinking fund redemption and optional redemption as provided in the Supplemental Indenture authorizing the issuance of such series of Bonds Similarly Secured.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds maturing on September 1 in the years 20[___], 20[___], 20[___] and 20[___] (collectively, "Term Bonds"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20[___]

<u>Redemption Date</u>	<u>Principal Amount</u>
[____], 20[___]	\$
[____], 20[___]	
[____], 20[___]	
[____], 20[___]	
[____], 20[___]†	

†Final Maturity

Term Bonds Maturing September 1, 20[___]

<u>Redemption Date</u>	<u>Principal Amount</u>
[____], 20[___]	\$
[____], 20[___]	
[____], 20[___]	
[____], 20[___]	
[____], 20[___]†	

†Final Maturity

Term Bonds Maturing September 1, 20[___]

<u>Redemption Date</u>	<u>Principal Amount</u>
[____], 20[___]	\$
[____], 20[___]	
[____], 20[___]	
[____], 20[___]	

[____], 20[___]†

†Final Maturity

Term Bonds Maturing September 1, 20[___]

<u>Redemption Date</u>	<u>Principal Amount</u>
[____], 20[___]	\$
[____], 20[___]	
[____], 20[___]	
[____], 20[___]	
[____], 20[___]†	

†Final Maturity

(b) At least thirty (30) days prior to each sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select for redemption by lot a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20[___], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at the Redemption Price.

Section 4.4. **Extraordinary Optional Redemption.**

The City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in Section 6.7(d)) or any other transfers to the Redemption Fund under the terms of this Indenture. If less than all Bonds Similarly Secured are called for extraordinary optional redemption, the Bonds Similarly Secured or portion of a Bond Similarly Secured to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds Similarly Secured.

Section 4.5. **Partial Redemption.**

(a) If less than all of the Bonds are to be redeemed pursuant to either Sections 4.2, 4.3 or 4.4, Bonds shall be redeemed in increments of \$1,000; provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

(b) If less than all of a series of Bonds Similarly Secured are called for optional redemption pursuant to Section 4.3 hereof, the City shall, pursuant to a City Certificate, determine the Bond Similarly Secured or Bonds Similarly Secured or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee to call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(c) If less than all Bonds Similarly Secured within a Stated Maturity are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Trustee shall call by lot the Bonds Similarly Secured, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(d) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Section 4.6. **Notice of Redemption to Holders.**

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of on the Redemption Price

of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. **Form Generally.**

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds, (i) shall be, with respect to the Bonds, substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any Refunding Bonds, substantially in the form set forth in a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by the Supplemental Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) The Initial Bond of each series of Bonds Similarly Secured submitted to the Attorney General may be typewritten and photocopied or otherwise reproduced.

Section 5.2. **Form of the Bonds.**

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING
POWER OF THE STATE OF TEXAS, THE CITY, HAYS
COUNTY, OR ANY OTHER POLITICAL CORPORATION,
SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO
THE PAYMENT OF THE PRINCIPAL OF OR INTEREST
ON THIS BOND.

REGISTERED
NO. _____

United States of America
State of Texas

REGISTERED
\$ _____

CITY OF DRIPPING SPRINGS, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2023
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____ %	September 1, 20__	[_____], 2023	_____

The City of Dripping Springs, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1, and September 1, of each year, commencing March 1, 2024.

Capitalized terms appearing herein that are defined terms in the Indenture (defined below), have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of Wilmington Trust, National Association, as trustee and paying agent/registrar (the "Trustee"), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the [last]

business day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated as of the Date of Delivery and issued in the aggregate principal amount of \$7,043,000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of June 1, 2023 (the "*Indenture*"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying the Administrative Reserves related to the Bonds, and (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Holders. The Holder of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

The City has reserved the right to issue Refunding Bonds and other obligations on the terms and conditions specified in the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in denominations of \$100,000 and any multiple of \$1,000 in excess thereof ("Authorized Denominations"). The City prohibits the breaking up or allocation of CUSIP numbers to any Bond or Bonds in denominations of less than \$100,000, and any attempt to do so will be void and of no effect, except as may be the result of a partial redemption of a single Bond as provided in the Indenture, provided, however, that if the total principal amount of any Outstanding Bond is less than \$100,000, then the Authorized Denomination of such Outstanding Bond shall be the amount of such Outstanding Bond. With respect to Refunding Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such Refunding Bonds.

The Bonds maturing on September 1 in the years 20[___], 20[___], 20[___] and 20[___] (collectively, the "Term Bonds"), are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part a redemption price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20[___]

<u>Redemption Date</u>	<u>Principal Amount</u>
[____], 20[___]	\$
[____], 20[___]	
[____], 20[___]	
[____], 20[___]	
[____], 20[___]†	

†Final Maturity

Term Bonds Maturing September 1, 20[___]

<u>Redemption Date</u>	<u>Principal Amount</u>
[____], 20[___]	\$
[____], 20[___]	
[____], 20[___]	
[____], 20[___]	
[____], 20[___]†	

†Final Maturity

Term Bonds Maturing September 1, 20[___]

<u>Redemption Date</u>	<u>Principal Amount</u>
[____], 20[___]	\$
[____], 20[___]	
[____], 20[___]	
[____], 20[___]	
[____], 20[___]†	

†Final Maturity

Term Bonds Maturing September 1, 20[__]

<u>Redemption Date</u>	<u>Principal Amount</u>
[____], 20[__]	\$
[____], 20[__]	
[____], 20[__]	
[____], 20[__]	
[____], 20[__]†	

†Final Maturity

At least 30 days prior to each sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installments of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term Bonds required to be redeemed on any sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20[__], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

The Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at the option of the City, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of the Indenture. If less than all Bonds are

called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

The Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice.

The City has the right to rescind any optional redemption or extraordinary optional redemption described in the Indenture by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the Holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such Holder and upon all future Holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, HAYS COUNTY, OR THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

City Secretary, City of Dripping Springs, Texas Mayor, City of Dripping Springs, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

Wilmington Trust, National Association, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (print or typewrite name and address, including zip code, of Transferee.)

(Social Security or other identifying number: _____) the within Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed by:

 Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this section, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) the Initial Bond shall be numbered T-1; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u> \$	<u>Interest Rate</u> %
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Section 5.3. **CUSIP Registration.**

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof and none of the City, the attorneys approving said Bonds Similarly Secured as to legality or the Trustee are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured. The City prohibits any Bond Similarly Secured to be issued in a denomination of less than \$100,000 and further prohibits the assignment of a CUSIP number to any Bond Similarly Secured with a denomination of less than \$100,000, and any attempt to accomplish either of the foregoing shall be void and of no effect, except as provided in Section 4.5 hereof. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds Similarly

Secured have been assigned by an independent service and are included in such notice solely for the convenience of the Holders and that neither the City nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 5.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Reserve Fund;
- (v) Redemption Fund;
- (vi) Rebate Fund;
- (vii) Administrative Fund; and
- (viii) Project Collection Fund.

(b) Creation of Accounts.

Fund: (i) The following Account is hereby created and established under the Bond

- (A) Principal and Interest Account.

Reserve Fund: (ii) The following Accounts are hereby created and established under the

- (A) Reserve Account; and

(B) Delinquency & Prepayment Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Improvement Account; and

(B) Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Holders of the Bonds Similarly Secured. Amounts on deposit in the Funds and Accounts shall be used solely for the purposes set forth herein.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

(e) The Trustee may, from time to time, upon written direction from the City pursuant to a City Certificate, create additional Funds or Accounts hereunder as may be necessary for the receipt and application of the Assessment Revenues to account properly for the payment of the Actual Costs of the Improvement Area #1 Projects or to facilitate the payment or redemption for the Bonds Similarly Secured.

Section 6.2. **Initial Deposits to Funds and Accounts.**

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Reserve Account of the Reserve Fund: \$[_____] which is equal to the initial Reserve Account Requirement;
- (ii) to the Costs of Issuance Account of the Project Fund: \$[_____];
- (iii) to the Improvement Account of the Project Fund: \$[_____]; and
- (iv) to the Administrative Fund: \$[_____].

Section 6.3. **Pledged Revenue Fund and Project Collection Fund.**

(a) On or before February 20, 2024, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues, other than the Pledged Revenues deposited into the Project Collection Fund by the Trustee upon the receipt from the Tax Assessor-Collector of the County. Upon the Trustee's receipt of the Pledged Revenues, including the Pledged Revenues deposited into the Project Collection Fund pursuant to Section 6.3(b) and subsequently transferred to the Pledged Revenue Fund by the Trustee pursuant to a City Certificate as described in Section 6.3(b), the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) third to pay other Actual Costs of the Improvement Area #1 Projects as provided in Section 6.5 hereof, and (iv) fourth to pay other costs permitted by the PID Act. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth in Section 6.7(b) hereof and, on each March 1, beginning March 1, 2024, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be transferred from the Pledged Revenue Fund and deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable. If there are insufficient funds to make the deposit in full set forth in (i) above for the debt service payment date immediately following the required transfer date or the deposit in full set forth in (ii) above after the City transfers the Pledged Revenues to the Trustee by the dates specified in this Section 6.3(a) and after the Trustee deposits all such Pledged Revenues as provided in this Section 6.3(a), the City shall make additional transfers of Pledged Revenues as soon as available and practicable to the Trustee from time to time for deposit to the Pledged Revenue Fund as necessary to ensure such deposits in (i) and (ii) are made in full.

(b) While any of the Bonds Similarly Secured are Outstanding, the County acting by and through its Tax Assessor-Collector or another taxing unit or an appraisal district, by agreement with the City, may collect Assessment Revenues on the City's behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Assessment Revenues for deposit on the City's behalf, the Trustee shall accept such Assessment Revenues and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate deposit or cause to be deposited (i) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Annual Collection Costs and Delinquent Collection Costs to the Administrative Fund, and (ii) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Pledged Revenues into the Pledged Revenue Fund and shall further deposit or cause to be deposited such Pledged Revenues pursuant to Section 6.3(a). The City shall provide such City Certificates on or before February 20, 2024 and on or before every August 20 and February 20 thereafter while the Bonds Similarly Secured are Outstanding. The Project Collection Fund is not a Pledged Fund. If there are insufficient funds to make the deposit in full set forth in (i) of Section 6.3(a) for the debt service payment date immediately following the required City Certificate delivery date or the

deposit in full set forth in (ii) of Section 6.3(a) after the City provides a City Certificate by the dates specified in this Section 6.3(b) and after the Trustee deposits all Pledged Revenues received as provided in this Section 6.3(b) and Section 6.3(a), the City will provide additional City Certificates as soon as practicable to the Trustee from time to time upon notice from the Trustee that additional Assessment Revenues have been deposited to the Project Collection Fund and the Trustee will make the transfers contemplated by this Section 6.3(b) and Section 6.3(a) as necessary to ensure the deposits set forth in (i) and (ii) of Section 6.3(a) are made in full.

(c) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(d) The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

(e) Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, first to the Reserve Fund to restore any transfers from the Reserve Fund made to which the Foreclosure Proceeds relate, second, to the Delinquency & Prepayment Reserve Account replenish the Delinquency & Prepayment Reserve Requirement, and third, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Improvement Area #1 Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. **Bond Fund.**

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7, there are insufficient funds to make the payments provided in paragraph (a) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Section 6.5. **Project Fund.**

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to the instructions on the memorandum to be issued by the City's financial advisor (the "*Closing Memorandum*") as of the Closing Date for the respective series of Bonds Similarly Secured. If, after the foregoing disbursements made pursuant to the Closing Memorandum, there are funds remaining in the Cost of Issuance Account, disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to one or more City Certificates as provided in Section 6.5(h).

(c) Disbursements from the Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. Each such Certification for Payment shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein. The disbursement of funds from the Improvement Account shall be pursuant to and in accordance with the disbursement procedures described in the Amended and Restated Financing Agreement or as provided in such written direction. Such provisions and procedures related to such disbursement contained in the Amended and Restated Financing Agreement and no other provisions of the Amended and Restated Financing Agreement, are herein incorporated by reference and deemed set forth herein in full.

(d) Except as provided in Section 6.5(e) and (g), money on deposit in the Improvement Account shall be used solely to pay Actual Costs provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Account in reliance upon a Certification for Payment approved by the City.

(e) If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes of the Improvement Account due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #1 Projects such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Account of the Project Fund will ever be expended for the purposes of the Improvement Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts

then on deposit in the Improvement Account of the Project Fund that are not expected to be used for purposes of the Improvement Account. If such City Certificate is so filed, the amounts on deposit in the Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a City Certificate stating that all of the Improvement Area #1 Projects have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Improvement Area #1 Projects are not required to be paid from the Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

(h) Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the applicable series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to (i) the Improvement Account in the Project Fund and used to pay Actual Costs of the Improvement Area #1 Projects or (ii) if no Improvement Area #1 Projects remain to be funded, to the Principal and Interest Account of the Bond Fund and used to pay principal on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Holders of the Bonds Similarly Secured to accumulate and, when accumulated, maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund or the Redemption Fund, as provided in this Indenture.

(b) Subject to 6.3(a) herein, the Trustee will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Delinquency & Prepayment Reserve Account on March 1 of each year, commencing March 1, 2024, and on any other day set forth in a City

Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in Article IV provided, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. In determining the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on a City Certificate specifying the amounts to transfer. The Additional Interest shall continue to be collected and deposited pursuant to this Indenture until the Bonds Similarly Secured are no longer Outstanding.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) In the event of an extraordinary optional redemption of Bonds Similarly Secured pursuant to Section 4.4, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of \$1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Improvement Account of the Project Fund to pay Actual Costs of the Improvement Area #1 Projects if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e-1) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to Section 6.7(b) hereof.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Delinquency & Prepayment Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

(i) If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Section 6.8. Rebate Fund: Rebtable Arbitrage.

(a) The Rebate Fund is to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government in accordance with the Code. The Rebate Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

(b) In order to assure that Rebtable Arbitrage is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section in the absence of instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the amount of the Rebatable Arbitrage, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebatable Arbitrage to the Bond Fund.

Section 6.9. Administrative Fund.

(a) On or before February 20, 2024, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Improvement Area #1 Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund, which amounts shall be deposited in accordance with Section 6.3(b) hereof, as applicable.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with Section 9.6. The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by this Indenture,

to prevent any default under this Indenture. To ensure that cash on hand is invested, if the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest and re-invest cash balances in the Wilmington U.S. Government Money Market Fund – Institutional Share Class, CUSIP No. 97181C605, or other money market mutual funds that are rated in either of the two highest categories by a rating agency, including funds for which the Trustee and/or its affiliates provide investment advisory or other management services, until directed otherwise by the City Certificate.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities as determined and directed in writing by the City.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. The Trustee shall not incur any liability for losses (including depreciation) arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the legality of any investments and shall have no discretion for investing funds or advising any parties on investing funds. The Trustee is not providing investment supervision, recommendation, or advice in acting pursuant to the provisions hereof.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish to the City, upon the City's written request, periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(f) In the event it is found, after an annual calculation has been done pursuant to Section 6.8 hereof, that the City owes Rebtable Arbitrage to the United States Government, the City shall direct the Trustee, pursuant to a City Certificate, to transfer to the Rebate Fund the investment earnings on funds on deposit in the Pledged Funds in an amount equal to the Rebtable

Arbitrage owed by the City. The City Certificate shall specify the amount to the transferred and the Pledged Fund or Pledged Funds from which the investment earnings shall be transferred.

Section 6.11. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Improvement Area #1 Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Improvement Area #1 Assessments against the property in Improvement Area #1 of the District from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Improvement Area #1 Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and amounts are due to the Owner under the Amended and Restated Financing Agreement to reimburse it for its funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects, the City covenants, agrees and warrants that it will take and pursue all reasonable actions permissible under Applicable Laws to cause the Improvement Area #1 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Improvement Area #1 Assessments.

(b) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of, the City to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

(c) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #1 Assessments or the corresponding property.

(d) The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds on deposit in the Administrative Fund.

Section 7.3. Against Encumbrances.

(a) The City shall not create and shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Bonds, and Refunding Bonds, secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any Bonds Similarly Secured are Outstanding, it will keep and maintain a proper and complete system of records and accounts pertaining to the Improvement Area #1 Assessments. The Trustee and Holder or Holders of any Bonds Similarly Secured or any duly authorized agent or agents of such Holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants Regarding Tax Exemption of Interest on Bonds.

(a) The City covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as an obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Article or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and

to pay to the United States of America, not later than 60 days after the Bonds has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) In order to facilitate compliance with the above covenant (a)(9), the Rebate Fund is established by the City pursuant to Section 6.1 for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Registered Holder. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor or Mayor Pro-Tem to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for Actual Costs of the Improvement Area #1 Projects on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Area #1 Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds is retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) The City covenants that the projects funded with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VIII

LIABILITY OF CITY

Section 8.1. **Liability of City.**

(a) Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds Similarly Secured, and no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

(b) The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

(c) In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

(d) No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "*Bond Documents*"), shall require the City to expend or risk its own general funds or other funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the amounts collected to pay Annual Collection Costs deposited in the Administrative Fund) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or

powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

(e) Neither the Holders nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate or the amounts collected to pay Annual Collection Costs deposited in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Holders of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

(f) The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other independent person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

(g) In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX
THE TRUSTEE

Section 9.1. Acceptance of Trust; Trustee as Registrar and Paying Agent.

(a) The Trustee accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the terms and conditions and subject to the provisions of this Indenture to all of which the parties hereto and the respective Holders of the Bonds Similarly Secured agree. The Trustee undertakes to perform such duties and only such duties as are specifically and expressly set forth herein. No implied covenants or obligations shall be read into this Indenture against the Trustee. These duties shall be deemed purely ministerial in nature, and the Trustee shall not be liable except in connection with its performance of such duties.

(b) The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction by the Holders against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that in no event shall the Trustee request or require indemnification as a condition to making scheduled debt service payments prior to the occurrence of a default, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or exercise any such rights and powers, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund to pay all fees, costs, and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder on amounts held within the Administrative Fund.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for and undertakes no duty to verify the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this

Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; or (v) any loss suffered in connection with any investment of funds.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for such losses, damages, or expenses which have been finally adjudicated by a court of competent jurisdiction to have directly resulted from the Trustee's own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, punitive or consequential loss or damages of any kind whatsoever (including, but not limited to, loss of profit), irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action, in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #1 Project. If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(d) The Trustee shall not be liable for any action taken, or errors of judgment made in good faith by any one of its officers, agents, or employees unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts.

(e) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any events or information, default or Event of Default unless the Trustee has actual knowledge thereof or shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Holders of at least Quarter in Interest of the Bonds Similarly Secured at that time. The Trustee may assume conclusively that there is no Event of Default, except as noted above.

(g) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds Similarly Secured.

(h) The permissive rights of the Trustee to do things enumerated in this Indenture shall

not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(j) Neither the Trustee nor any of its directors, officers, employees, agents or affiliates shall be responsible for nor have any duty to monitor the performance or any action of the City, the Holder, or any of their directors, members, officers, agents, affiliates or employees, nor shall it have any liability in connection with the malfeasance or nonfeasance by such party. The Trustee may assume performance by all such Persons of their respective obligations. The Trustee shall have no enforcement or notification obligations relating to breaches of representations or warranties of any other Person.

(k) In the event that any of the Trust Estate shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the such assets, the Trustee is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Trustee obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(l) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility; it being understood that the Trustee shall use its best efforts to resume performance as soon as practicable under the circumstances.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

(a) The Trustee may, at the expense of the City, request, conclusively rely and shall be protected in acting or refraining from acting upon any order, judgment, notice, request, consent,

waiver, certificate, statement, affidavit, requisition, bond, debenture, note, other evidence of indebtedness, resolution, direction, report, or other document or instrument provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. Subject to Section 9.1 and 9.3, the Trustee may, at the expense of the City, consult with counsel selected by the Trustee with due care, who may or may not be Bond Counsel, and any advice from such counsel with respect to compliance with the provisions of this Indenture shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, the Trustee may request a City Certificate, and such matter may be deemed to be conclusively proved and established by such City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative. The Trustee shall be entitled to conclusively rely upon the foregoing as sufficient evidence of the facts set forth herein. The execution of any City Certificate shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent thereto have occurred.

(c) The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13.

Section 9.6. Compensation.

The City hereby agrees to compensate the Trustee, from the amount collected each year for Annual Collection Costs and in the manner set forth in this section, for the Trustee's services as Trustee and as Paying Agent/Registrar; provided, however, notwithstanding anything herein to the contrary, the aggregate value of this Indenture shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code. The Trustee hereby agrees to submit to the City and/or the Administrator an annual report, no later than six (6) months after each Bond Year, beginning with the Bond Year ending September 30, 2023, setting forth (i) the amount of fees the Trustee has received pursuant to the terms of this Indenture for the preceding Bond Year and (ii) the cumulative amount of fees paid to the Trustee pursuant to the terms of the Indenture to the date of the annual report. If at any time the Trustees receives fees from the City under this Indenture that would otherwise cause the aggregate value of this Indenture to exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section

2274.002(a)(2) of the Texas Government Code, the Trustee shall have an immediate reimbursement obligation due to the City for the amount of any such excess and shall promptly return the amount of such excess to the City. For the avoidance of doubt, any such excess amount shall never constitute compensation to the Trustee under this Indenture.

Unless otherwise provided by contract with the Trustee, and subject to the limitations set forth above, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, which, with respect to ordinary fees and expenses incurred prior to an Event of Default hereunder, shall be transferred pursuant to a City Certificate and subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by such City Certificate, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund prior to any Bonds Similarly Secured then Outstanding. Following an Event of Default, the foregoing limitation on expenses shall not apply, however any such fees or expenses must be reasonable. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds and adequate indemnity against such risk or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund, subject to the limitations set forth herein, and shall be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

In the event that the Trustee renders any service not contemplated in this Indenture, or if any material controversy arises hereunder, or the Trustee is made a party to any litigation pertaining to this Indenture or the subject matter hereof, then the Trustee shall, subject to the limitations set forth herein, be compensated for such extraordinary services and any services or work performed by the Trustee in connection with any delay, controversy, litigation or event, and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. The right of the Trustee to fees, expense, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. **Permitted Acts.**

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Holder of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Holders of Bonds Similarly Secured or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Holders of a Quarter in Interest of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the City and each Holder of any Outstanding Bonds Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed by giving not fewer than 30 days' notice, specifying the date when such removal shall take effect at any time by (i) the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) so long as the City is not in default under this Indenture, the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Holders of not less than 10% of the aggregate principal amount of Bonds Similarly Secured then Outstanding.

Section 9.10. Successor Trustee.

(a) If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

(b) If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

(c) Until such successor Trustee shall have been appointed by the Holders of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Holder of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Holders of Bonds Similarly Secured.

(d) If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Holder of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

(e) Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

(f) Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Holders of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and, upon the receipt of payment of any outstanding charges, shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to

such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee To File Continuation Statements.

The City will cause to be filed all appropriate financing statements. If necessary, the Trustee, as directed by the City, shall file or cause to be filed, at the City's expense, such continuation statements as may be delivered to the Trustee and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest and rights of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Unless otherwise notified in writing by the City or a Holder, the Trustee may conclusively rely upon the initial financing statements in filing any continuation statements hereunder. The Trustee shall have no responsibility to file financing statements or continuation statements other than to file continuation statements that are delivered to it.

If applicable, but immediately upon its receipt thereof, the City, or an authorized third-party representative thereof, shall deliver to the Trustee file-stamped copies of each UCC initial financing statement recorded in the jurisdictions applicable thereto.

The Trustee's UCC filing requirements are limited to those responsibilities as set forth in this Section 9.13.

Section 9.14 Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds Similarly Secured and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds Similarly Secured.

Section 9.15 Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.16 Environmental Hazards.

The Trustee may inform any Holder of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no

fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

Section 9.17. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Holder or Holders of not less than 10% in principal amount of the Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 9.18. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Holders of the Bonds Similarly Secured.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Holders of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Holders of the Bonds Similarly Secured so affected by such modification or amendment, or with the written consent without a meeting, of the Holders of the Bonds Similarly Secured of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured so affected by such modification or amendment and with City approval. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Holder of such Bond

Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or (iii) reduce the percentage of Bonds Similarly Secured required for the amendment hereof. Any such amendment shall not modify any of the rights, immunities or obligations of the Trustee without its prior written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds Similarly Secured, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

(b) This Indenture and the rights and obligations of the City and of the Holders may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Holders, only to the extent permitted by Applicable Laws, and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Holders of the Bonds Similarly Secured;

(iv) to provide for the issuance of Refunding Bonds, as set forth in Section 13.2 herein; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Notwithstanding anything to the contrary herein, no Supplemental Indenture entered into in accordance with Section 10.1(b) above shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the: (i) interests of the Holders in any material respect, or (ii) exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. **Holder's Meetings.**

The City may at any time call a meeting of the Holders of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. **Procedure for Amendment with Written Consent of Holders.**

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Holders for their consent thereto, if such consent is required pursuant to Section 10.1, shall be mailed by first class mail, by the Trustee to each Holder of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

(b) Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Holders as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6. Any such consent shall be binding upon the Holder of the Bonds Similarly Secured giving such consent and on any subsequent Holder (whether or not such subsequent Holder has notice thereof), unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Holders of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Holders in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Holders of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Holders of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Procedure for Amendment Not Requiring Holder Consent.

(a) The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a notice stating that the Supplemental Indenture does not require Holder consent, shall be mailed by first class mail by the Trustee to each Holder of Bonds Similarly Secured so affected, but failure to mail copies of such Supplemental Indenture shall not affect the validity of the Supplemental Indenture. The Trustee shall retain the proof of its mailing of such notice. A record, consisting of the papers required by this Section 10.4, shall be proof of the matters therein stated until the contrary is proved.

(b) The Supplemental Indenture shall become effective upon the execution and delivery of such Supplemental Indenture by the Trustee and the City, and the Supplemental Indenture shall be deemed conclusively binding upon the City, the Trustee and the Holders of all Bonds Similarly Secured as of the date of such execution and delivery.

Section 10.5. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Holders of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.6. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Holder of any Bonds Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Holders' action, shall be prepared, executed, and delivered. In that case, upon demand of the Holder of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Holder, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.7. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Holder from accepting any amendment as to the particular Bonds Similarly Secured held by such Holder, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.8. Waiver of Default.

Subject to Section 10.1, with the written consent of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time, the Holders may waive compliance by the City with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Holders and upon all future Holders.

Section 10.9. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Improvement Area #1 Assessments including the prosecution of foreclosure proceedings, in accordance with Section 7.2;
- (iii) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a period of ninety (90) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured so affected by such Event of Default; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within thirty (30) days thereafter; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make any such payments.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, then and in every such case the Trustee may proceed, and upon the written request of the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and its receipt of indemnity satisfactory to it, shall proceed, to protect and enforce the rights of the Holders under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) PURSUANT TO SECTION 11.7, THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

(d) In an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Section 11.3. **Restriction on Holder's Action.**

(a) No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has actual knowledge thereof or has been notified in writing as provided in Section 9.3(f), or of which by such Section it is deemed to have notice, (ii) such default has become an Event of Default and the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Holders have furnished to the Trustee indemnity as provided in Section 9.2, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Holders of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his, or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Holders of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Holder to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Holders thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Holders of Bonds Similarly Secured shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or

abandoned for any reason or shall have been determined adversely to the Trustee or any Holders of Bonds Similarly Secured, then and in every such case the City, the Trustee and the Holders of Bonds Similarly Secured shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost, liabilities, advances and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

FIRST: To the payment to the Holders entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Holders entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Holders entitled thereto, without any discrimination or preference.

Within thirty (30) days of receipt of such good and available funds, the Trustee may fix a record date and a payment date for any payment to be made to Holders of Bonds Similarly Secured pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

The Trustee may, with the prior written consent of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured at that time and so affected, waive an Event of Default occurring hereunder. No delay or omission of the Trustee, or any Holder, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Holders, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Holders of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Holder of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Holder may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by a Holder of any Bond Similarly Secured shall bind all future Holders of the same Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Holders shall be fully complied with if it is mailed, first class postage prepaid, only to each Holder at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for any purpose. The City shall promptly deliver any such Bonds Similarly Secured to the Trustee for cancellation.

Section 11.10. Remedies Not Exclusive.

Subject to Section 11.2, no remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Holders.

Anything herein to the contrary notwithstanding, the Holders of at least a Quarter in Interest of the Bonds Similarly Secured so affected by such Event of Default shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Holders, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Holders not parties to such direction. The Trustee shall be entitled to request and receive such directions in writing and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Trustee in accordance with such written direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate is and will be and remain free and clear of any pledge, lien, charge, or encumbrance

thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Holders and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) Subject to Section 7.2(d), the City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Improvement Area #1 Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

Section 12.2. **General.**

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. **Further Assurances; Due Performance.**

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. **Other Obligations or Other Liens; Refunding Bonds.**

(a) The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be done or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this

Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(d) The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State, and in accordance with the conditions set forth below:

(i) Notwithstanding anything to the contrary herein, no Refunding Bonds may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds is scheduled to mature on September 1 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture; and

(ii) Upon their authorization by the City, the Refunding Bonds of a Series issued under this Section 13.2 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary, of the ordinance or ordinances of the City authorizing the issuance, sale, execution and delivery of the Refunding Bonds and the execution and delivery of a Supplemental Indenture establishing, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the Supplemental Indenture for such Refunding Bonds.

Section 13.3. **Books of Record.**

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. **Trust Irrevocable.**

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured that are secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. **Satisfaction of Indenture.**

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Holders of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if this Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder as directed in writing by the City.

Section 14.3. **Bonds Similarly Secured Deemed Paid.**

(a) Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of this Trust Indenture (a "*Defeased Debt*"), and particularly this Article XIV, when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such

redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

(b) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Sections 14.3(a)(1) or 14.3(a)(2) shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the Defeased Debt for redemption; (2) the City gives notice of the reservation of that right to the Holders of the Defeased Debt immediately following the defeasance; (3) the City directs that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the City satisfies the conditions of clause (a) of this Section 14.3 with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Holders, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Holders and the Trustee. This Indenture and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersedes all prior agreements and understandings, oral or written.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Holders.

(a) Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Holders may be in one or more instruments of similar tenor, and shall be executed by Holders in person or by their attorneys duly appointed in writing.

(b) Except as otherwise expressly provided herein, the fact and date of the execution by any Holder or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer

authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(c) Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

(d) Any request, declaration or other instrument or writing of the Holder of any Bond Similarly Secured shall bind all future Holders of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. **No Waiver of Personal Liability.**

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. **Notices to and Demands on City and Trustee.**

(a) Except as otherwise expressly provided herein, all notices or other instruments required or permitted under this Indenture shall be in writing and shall be faxed, delivered by hand, or mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City

City of Dripping Springs, Texas
P.O. Box 384
511 Mercer Street
Dripping Springs, Texas 78641
Attn: City Administrator
Telephone: 512-858-4725
E-Mail: mfischer@cityofdrippingsprings.com

If to the Trustee
Or the Paying Agent/Registrar

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248
Attn: Dayna Smith
Telephone: 972-383-3154
E-Mail: dlsmith@wilmingtontrust.com

(b) Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such

transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

(c) Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(d) The Trustee shall mail to each Holder of a Bond Similarly Secured notice of (1) any substitution of the Trustee; or (2) the redemption or defeasance of all Outstanding Bonds Similarly Secured.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws; Jurisdiction.

THIS INDENTURE SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED, AND IF LEGAL ACTION IS NECESSARY BY EITHER PARTY WITH RESPECT TO THE ENFORCEMENT OF ANY TERM OF THIS INDENTURE, EXCLUSIVE VENUE FOR SAME SHALL LIE IN THE COURTS OF HAYS COUNTY, TEXAS. BY EXECUTING THIS INDENTURE, EACH PARTY HERETO EXPRESSLY (a) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION AND VENUE CONSISTENT WITH THE PREVIOUS SENTENCE, (b) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS AND DEFENSES THAT SUCH JURISDICTION AND VENUE ARE NOT PROPER OR CONVENIENT, AND (c) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY TEXAS LAW.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 15.10. No Terrorist Organization.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Trustee represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

Section 15.11. Electronic Storage.

The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed as of the date hereof.

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Bill Foulds, Jr., Mayor

Attest:

Andrea Cunningham, City Secretary

(CITY SEAL)

Wilmington Trust, National Association,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

**DESCRIPTION OF THE PROPERTY WITHIN IMPROVEMENT AREA #1
OF THE HERITAGE PUBLIC IMPROVEMENT DISTRICT**

EXHIBIT B
BOND PURCHASE AGREEMENT

\$[_____]
**CITY OF DRIPPING SPRINGS, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
 (HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1
 PROJECT)**

BOND PURCHASE AGREEMENT

June 6, 2023

City of Dripping Springs, Texas
 511 Mercer Street
 Dripping Springs, Texas 78620

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Dripping Springs, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and Wilmington Trust, National Association, as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$[_____] aggregate principal amount of the “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” (the “Bonds”), at a purchase price of \$[_____] (representing the aggregate principal amount of the Bonds, less an Underwriter’s discount of \$[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length

commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #1 Projects financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated June 29, 2023, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on June 29, 2023 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the “City Council”) on June 6, 2023 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of June 1, 2023, between the City and the Trustee (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by a lien and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the “Assessments”) levied on the assessable parcels within Improvement Area #1 of the Heritage Public Improvement District (the “District”). The District was established by a resolution enacted by the City Council on November 14, 2017 (the “Creation Resolution”) in accordance with the Act. A service and assessment plan (the “Service and Assessment Plan”) which sets forth the costs of the Improvement Area #1 Projects and the method of payment of the Assessments levied against assessable property located within Improvement Area #1 of the District was approved pursuant to an ordinance adopted by the City Council on June 6, 2023 (the “Assessment Ordinance”) and, together with the Creation Resolution, the Indenture and the Bond Ordinance, the “Authorizing Documents”). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Actual

Costs of the Improvement Area #1 Projects, (ii) paying the Administrative Reserves related to the Bonds and (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as either “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (defined herein) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price. Notwithstanding any provision of this Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(a) Definitions. For purposes of this Paragraph, the following definitions apply:

(i) “*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Participating Underwriter or a Related Party to a Participating Underwriter.

(ii) “*Participating Underwriter*” means (A) any person that agrees pursuant to a written contract with the City to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) “*Related Party*” means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) “*Sale Date*” means the date of execution of this Purchase Agreement by all parties.

(b) Issue Price Certificate. The Underwriter, agrees to assist the City in establishing the issue price of the Bonds and to execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or

equivalent communications, substantially in the form attached hereto as *Appendix B*, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price (the “Initial Offering Price”) or prices or the sales price or prices to the Public of the Bonds.

(c) Substantial Amount Test. Other than those maturities of the Bonds which are designated by the Underwriter in writing in the attached Appendix B (the “Hold the Price Maturities”), the City will treat the first price at which at least ten percent (a "Substantial Amount") in principal amount of each maturity of the Bonds is sold to the Public as of the Sale Date (the “*Substantial Amount Test*”) as the issue price of that maturity (or each separate CUSIP number within that maturity). At or promptly after the execution of this Purchase Agreement, the Underwriter will report to the City the price or prices at which the Participating Underwriters have offered and sold to the Public each maturity of the Bonds. If at that time the Substantial Amount Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which the Bonds have been sold by the Participating Underwriters to the Public. That reporting obligation will continue, whether or not the Closing Date has occurred, until the Substantial Amount Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the Public.

(d) Hold-The-Price Restriction. The Underwriter agrees, on behalf of the Participating Underwriters, that each Participating Underwriter will neither offer nor sell any of the Hold-the-Price Maturities to any person at a price that is higher than the applicable Initial Offering Price for such maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Participating Underwriters have sold a Substantial Amount of such a Maturity to the Public at a price that is no higher than the Initial Offering Price of such Maturity (the "Hold-the-Price Restriction").

The Underwriter shall promptly advise the City when the Participating Underwriters have sold a Substantial Amount of each such Hold-The-Price Maturity to the Public at a price that is no higher than the applicable Initial Offering Price such Hold-The-Price Maturity, if that occurs prior to the close of the fifth business day after the Sale Date.

The City acknowledges that, in making the representation set forth in this subparagraph, the Underwriter will rely on (A) the agreement of each Participating Underwriter to comply with the Hold-The-Price Restriction, as set forth in an agreement among underwriters and the related pricing wires, (B) in the event a selling group has been created in connection with the sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the Hold-The-Price Restriction, as set forth in a selling group agreement and the related pricing wires, and (C) in the event that a Participating Underwriter is a party to a third-party distribution agreement that was employed in connection with the sale of the Bonds, the agreement of each such underwriter, dealer or broker-dealer that is a party to such agreement to comply with the Hold-The-Price Restriction, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each Participating Underwriter will be solely

liable for its failure to comply with its agreement regarding the Hold-the-Price Restriction and that no Participating Underwriter will be liable for the failure of any other Participating Underwriter to comply with its corresponding agreement regarding the Hold-The-Price Restriction as applicable to the Bonds.

(e) Agreements Among Participating Underwriters. The Underwriter confirms that (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement to which the Underwriter is a party relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter, each dealer who is a member of any selling group, and each broker-dealer that is a party to any such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until it is notified by the Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public, (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the relating pricing wires, and (C) acknowledge that, unless otherwise advised by the Participating Underwriter, the Underwriter will assume that based on such agreement each order submitted by the underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the Public, together with related pricing wires, contains or will contain language obligating each Participating Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each underwriter or broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter or the applicable Participating Underwriter that either the Substantial Amount Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the Public and (B) comply with the Hold-the-Price Restriction, if applicable, in each case if and for so long as directed by the Underwriter or the applicable Participating Underwriter and as set forth in the relating pricing wires, and

(f) Sale to Related Party not a Sale to the Public. The Participating Underwriters acknowledge that sales of any Bonds to any person that is a Related Party to a Participating Underwriter do not constitute sales to the Public for purposes of this Section. If a Related Party to a Participating Underwriter purchases during the initial offering period all of a Hold-The-Price Maturity, the related Participating Underwriter will notify the Underwriter and will take steps to confirm in writing that such Related Party will either (i) hold such Bonds for its own account, without present intention to sell, reoffer, or otherwise dispose of such Bonds for at least five business days from the Sale Date, or (ii) comply with the Hold-The-Price Restriction. The Underwriter will notify the Issuer if any of the Hold-the-Price Maturities are allotted to a Participating Underwriter or sold or allotted to a Related Party of the Underwriter.

5. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated [May __], 2023 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City’s acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the “end of the underwriting period” for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”), (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK-ENTRY ONLY SYSTEM,” “OVERLAPPING TAXES AND DEBT – Homeowners’ Association,” “THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPERS,” “THE PID ADMINISTRATOR,” “APPRAISAL,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developers, the Improvement Area #1 Projects and the Development), “LEGAL MATTERS — Litigation — The Developers,” “CONTINUING DISCLOSURE – The Developers” and “– The Developers’ Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” “SOURCES OF INFORMATION – Developers,” “APPENDIX E-2,” “APPENDIX E-3” and “APPENDIX F.” If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a

printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

- (i) to enter into and perform its duties and obligations under:
 - (1) this Agreement;
 - (2) the Indenture;
 - (3) the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022 (the “Financing Agreement”), between the City, M/I Homes of Austin, LLC, an Ohio limited liability company (the “Managing Developer”), as joined by Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. (“Tri Pointe” and, together with the Managing Developer, the “Developers”), and BobWhite Investments, L.P., a Texas limited partnership (“BobWhite”), as consenting parties;
 - (4) the Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, SLF IV – Dripping Springs JV, L.P., a Texas Limited Partnership (the “Original Owner”), and BobWhite, effective as of October 17, 2017, as assigned to the Developers (the “Development Agreement”);
 - (5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of June 1, 2023 (the “City Continuing Disclosure Agreement”), executed and delivered by the City, P3Works, LLC, as Administrator (the “Administrator”), Wilmington Trust, National

Association, acting solely in its capacity as dissemination agent (the “Dissemination Agent”);

(6) the Offsite Road and Trail Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers (the “Offsite Road and Trail Agreement”);

(7) the Wastewater and Impact Fee Agreement effective as of October 17, 2017, between the City and the Original Owner, as assigned to the Developers (as amended, the “Wastewater Service Agreement”);

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Financing Agreement, (4) the Development Agreement, (5) the City Continuing Disclosure Agreement, (6) the Offsite Road and Trail Agreement, (7) the Wastewater Service Agreement, (8) the Limited Offering Memorandum, and (9) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (9) being referred to collectively herein as the “City Documents”).

(b) Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

(c) Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the City is not, and as of the Closing Date the City will not be, in material breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent

provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Assessment Ordinance and the Act on those parcels of land identified in the Assessment Roll for Improvement Area #1 (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and ordinances of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and ordinances as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.

(k) Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event

does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the “end of the underwriting period,” the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the City has not entered into any continuing disclosure agreements pursuant to Rule 15c2-12.

(n) Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The City has engaged Hilltop Securities Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developers Letters of Representations.

(a) Managing Developer. At the signing of this Agreement, the City and Underwriter shall receive from the Managing Developer, an executed Managing Developer Letter of Representations (the “Managing Developer Letter of Representations”) in the form of Appendix A-1 hereto, and at the Closing, a certificate signed by the Managing Developer as set forth in Section 10(e) hereof.

(b) Tri Pointe. At the signing of this Agreement, the City and Underwriter shall receive from Tri Pointe, an executed Tri Pointe Letter of Representations (the “Tri Pointe Letter of Representations”) in the form of Appendix A-2 hereto, and at the Closing, a certificate signed by Tri Pointe as set forth in Section 10(f) hereof.

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to McCall, Parkhurst & Horton L.L.P. (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developers Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter’s Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Managing Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP (“Managing Developer’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Managing Developer described in the Managing Developer Letter of Representations, the Development Agreement, the Financing Agreement, the Offsite Road and Trail Agreement, the Wastewater Service Agreement, the Managing Developer Landowner Certificate executed by the Managing Developer as of June 6, 2023 (the “Managing Developer Landowner Certificate”), the Water and Wastewater Utility Construction, Conveyance and Service Agreement, effective as of May 18, 2021, executed and delivered by Double Eagle Villages, LLC (“Double Eagle Villages”) and Corix Utilities (Texas), Inc., as assigned by Double Eagle Villages to the Developers (the “Utility Agreement”), the Joint Ownership and Development Agreement between the Managing Developer and Tri Pointe dated July 27, 2020 (the “JODA”), the Adjacent Property Owners Agreement between the Developers and BobWhite dated September 29, 2021 (as amended, the “Adjacent Property Owners Agreement”) and the Continuing Disclosure Agreement of the Managing Developer with respect to the Bonds, dated as of June 1, 2023, executed and delivered by the Managing Developer, the Administrator and the Dissemination Agent (the “Continuing Disclosure Agreement of the Managing Developer”), (v) there shall be in full force and effect such other resolutions or actions of Tri Pointe as, in the opinion of McLean & Howard, LLP (“Tri Pointe’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of Tri Pointe described in the Tri Pointe Letter of Representations, the Development Agreement, the Financing Agreement, the Offsite Road and Trail Agreement, the Wastewater Service Agreement, the Adjacent Property Owners Agreement, the Tri Pointe Landowner Certificate executed by Tri Pointe as of June 6, 2023 (the “Tri Pointe Landowner Certificate”), the Utility Agreement, the JODA and the Continuing Disclosure Agreement of Tri Pointe with respect to the Bonds, dated as of June 1, 2023 executed and delivered by Tri Pointe, the Administrator and the Dissemination Agent (the “Continuing Disclosure Agreement of Tri Pointe” and, together with the Managing Developer Letter of Representations, the Tri Pointe Letter of Representations, the Development Agreement, the Financing Agreement, the Offsite Road and Trail Agreement, the Wastewater Service Agreement, the Continuing Disclosure Agreement of the Managing Developer, the Utility Agreement, the Managing Developer Landowner Certificate, the Tri Pointe Landowner Certificate, the JODA and the Adjacent Property Owners Agreement, the “Developer Documents”); and (vi) the City shall perform or have

performed its obligations required or specified in the City Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #1 Projects and the Development, and the Developers shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due or complete the Improvement Area #1 Projects.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 10 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter,

impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission (“SEC”) or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration,

exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided

shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

(a) Bond Opinion. The opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter or Underwriter's Counsel, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Billing and Collection Services Agreement" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the final paragraph thereof), "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "INVESTMENTS," "APPENDIX B" and "APPENDIX D" and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, the Service and Assessment Plan and the Indenture;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) On each respective date thereof, the City had full power and authority to adopt the Creation Resolution, the Assessment Ordinance, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing Agreement, the City Continuing Disclosure Agreement and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) City Legal Opinion. An opinion of the City Attorney, dated the Closing Date and addressed to the Underwriter, the City and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinions of Developers’ Counsels. An opinion of Managing Developer’s Counsel, substantially in the form of Appendix D-1 hereto, and an opinion of Tri Pointe’s Counsel, substantially in the form of Appendix D-2 hereto, each dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, Norton Rose Fulbright US LLP (“Underwriter’s Counsel”), Orrick, Herrington & Sutcliffe LLP (“Disclosure Counsel”) and the Trustee.

(e) Developers Certificates. The closing certificates of the Managing Developer and Tri Pointe, each dated as of the Closing Date, signed by an authorized officer of the respective Developer in substantially the forms of Appendix E-1 and Appendix E-2 hereto.

(f) City Certificate. A certificate of the City, dated the Closing Date, to the effect that, to the best of an authorized City official’s knowledge:

(i) the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for

litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(v) all official action of the City relating to the Limited Offering Memorandum, the Bonds and the City Documents have been duly taken by the City, are in full force and effect and have not been modified, amended, supplemented or repealed, except as otherwise approved in writing by the Underwriter; and

(vi) to his or her knowledge, no event affecting the City has occurred since the date of the Limited Offering Memorandum which should be disclosed therein for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(g) Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:

(i) the Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;

(ii) the Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and

(iii) the Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.

(h) Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

(i) Disclosure Counsel's Opinions. A Disclosure Counsel opinion, dated the Closing Date and addressed to the City in a form acceptable to the City, and a Disclosure Counsel opinion, dated the Closing Date and addressed to the Underwriter in a form acceptable to the Underwriter.

(j) Underwriter Counsel Opinion. An opinion of Underwriter's Counsel to the effect that:

(i) based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act; and

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the City Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the City Continuing Disclosure Agreement have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12.

(k) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(l) Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(m) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(n) Federal Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter's Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(o) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(p) Continuing Disclosure Agreements. The City Continuing Disclosure Agreement, the Continuing Disclosure Agreement of the Managing Developer, and the Continuing Disclosure Agreement of Tri Pointe, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix E-1, Appendix E-2 and Appendix E-3.

(q) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, Underwriter's Counsel, Disclosure Counsel and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Improvement Area #1 attached as Appendix F to the Limited Offering Memorandum.

(r) Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, Underwriter's Counsel, Disclosure Counsel and the Trustee, or in form otherwise agreed upon by the Underwriter.

(s) Evidence of Filing of Service and Assessment Plan. Evidence that the Service and Assessment Plan, including the Assessment Roll for Improvement Area #1 of the District, have been filed of record in the real property records of Hays County, Texas.

(t) Managing Developer's Organizational Documents. The Managing Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Managing Developer's organizational documents, (ii) a Certificate of Good Standing from the Ohio Secretary of State, (iii) Certificate of Authority from the Texas Secretary of State and (iv) a verification of franchise tax account status from the Texas Secretary of State.

(u) Tri Pointe Organizational Documents. Tri Pointe shall have delivered to the Underwriter and the City, (i) fully executed copies of Tri Pointe's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State, and (iii) a verification of franchise tax account status from the Texas Secretary of State.

(v) Rule 15c2-12 Certification. A resolution or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(w) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the City Continuing Disclosure Agreement, the Continuing Disclosure Agreement of the Managing Developer and the Continuing

Disclosure of Tri Pointe by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(x) BLOR. A copy of the Blanket Issuer Letter of Representation to DTC signed by the City.

(y) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

11. City's Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 9(a) hereof and all documents required to be provided by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Administrator, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Dripping Springs, 511 Mercer Street, Dripping Springs, Texas 78620, Attention: City Administrator. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter's participation in the execution of this Agreement generated

by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Underwriter. The Underwriter and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Underwriter; and, neither the City nor its consultants have verified such information.

23. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal Law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

24. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

25. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the

extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable Federal or Texas law; or (B) does business with a company described by (A) above. The Underwriter understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

26. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

a. “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

b. “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code,

as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

c. “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name:
Title:

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Mayor

SCHEDULE I

\$[_____]
CITY OF DRIPPING SPRINGS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(Heritage Public Improvement District Improvement Area #1 Project)

Interest Accrues From: Closing Date

\$_____ % Term Bonds, Due September 1, 20__, Priced to Yield _____%;^{(a), (b), (c)}

\$_____ % Term Bonds, Due September 1, 20__, Priced to Yield _____%;^{(a), (b), (c)}

- (a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test," and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.
- (b) The Bonds are subject to redemption, in whole or in part, prior to their scheduled maturity, at the option of the City, on any date on or after September 1, 20__, at the redemption price as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."

The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

\$ _____ Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* Stated Maturity

\$ _____ Term Bonds Maturing September 1, 20__

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* Stated Maturity

APPENDIX A-1

FORM OF MANAGING DEVELOPER LETTER OF REPRESENTATIONS

\$[_____]
**CITY OF DRIPPING SPRINGS, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
 (Heritage Public Improvement District Improvement Area #1 Project)**

MANAGING DEVELOPER LETTER OF REPRESENTATIONS

June 6, 2023

City of Dripping Springs, Texas
 511 Mercer Street
 Dripping Springs, Texas 78620

FMSbonds, Inc.
 5 Cowboys Way, Suite 300-25
 Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Dripping Springs, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$[_____].00 “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, M/I Homes of Austin, LLC, an Ohio limited liability company (the “Managing Developer”), makes the representations, warranties, and covenants contained in this Managing Developer Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Managing Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Managing Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Managing Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Managing Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Managing Developer becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Managing Developer will notify the City and the Underwriter (and for the purposes of this clause provide the City and the Underwriter with such information as it may from time to time request); however, that for the purposes of this Managing Developer Letter of Representations and any certificate delivered by the Managing Developer in accordance with the Bond Purchase Agreement, the Managing Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District included therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan” and “— Additional Indebtedness,” “OVERLAPPING TAXES AND DEBT — Homeowners’ Association,” “THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPERS” (only as it pertains to the Managing Developer) and, to the best of its knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Managing Developer, the Authorized Improvements and the Development), “LEGAL MATTERS — Litigation — The Developers” (only as it pertains to the Managing Developer), “CONTINUING DISCLOSURE — The Developers – The Managing Developer” and “— The Developers’ Compliance with Prior Undertakings – Managing Developer,” “SOURCES OF INFORMATION — Developers – Managing Developer,” “APPENDIX E-2” and “APPENDIX G” (collectively, the “Managing Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Managing Developer Documents. The Managing Developer has executed or caused the execution of and delivered each of the below listed documents (individually, a “Managing Developer Document” and collectively, the “Managing Developer Documents”) in the capacity provided for in each such Managing Developer Document, and each such Managing Developer Document constitutes a valid and binding obligation of the Managing Developer, enforceable against the Managing Developer in accordance with its terms:

- (a) this Managing Developer Letter of Representations;
- (b) the Development Agreement;
- (c) the Financing Agreement;
- (d) the Offsite Road and Trail Agreement;
- (e) the Wastewater Service Agreement;

- (f) the Managing Developer Landowner Certificate;
- (g) the Utility Agreement;
- (h) the JODA;
- (i) the Adjacent Property Owners Agreement; and
- (j) the Continuing Disclosure Agreement of the Managing Developer.

The representations and warranties of the Managing Developer contained in the Managing Developer Documents are true and correct in all material respects on and as of the date hereof.

The Managing Developer has complied in all material respects with all of the Managing Developer's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Managing Developer under the Managing Developer Documents on or prior to the date hereof.

4. Managing Developer Representations, Warranties and Covenants. The Managing Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Managing Developer is duly formed and validly existing as an Ohio limited liability company under the laws of the State of Ohio and is authorized to do business in the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Managing Developer provided by the Managing Developer (the "Managing Developer Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter, and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Managing Developer Documents by the Managing Developer does not violate any judgment, Ordinance, writ, injunction or decree binding on the Managing Developer or any indenture, agreement, or other instrument to which the Managing Developer is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Managing Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Managing Developer to perform its obligations under the Managing Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Managing Developer to the City or the Underwriter in connection with the preparation of the

Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Managing Developer represents and warrants that the information set forth in the Managing Developer Disclosures in the Preliminary Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Managing Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum.

(g) Events of Default. No “Event of Default” or “event of default” by the Managing Developer under any of the Managing Developer Documents, any documents to which the Managing Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #1 Projects to which the Managing Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default,” by the Managing Developer has occurred and is continuing.

5. Indemnification.

(a) The Managing Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Managing Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the

indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Managing Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Managing Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Managing Developer Letter of Representations will be binding upon the Managing Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Managing Developer Letter of Representations.

[Signature page to follow]

MANAGING DEVELOPER:

M/I HOMES OF AUSTIN, LLC,
an Ohio limited liability company

By: _____
Name: William G. Peckman
Title: Area President

APPENDIX A-2

FORM OF TRI POINTE LETTER OF REPRESENTATIONS

\$[_____]

CITY OF DRIPPING SPRINGS, TEXAS,

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023

(Heritage Public Improvement District Improvement Area #1 Project)

TRI POINTE LETTER OF REPRESENTATIONS

June 6, 2023

City of Dripping Springs, Texas
 511 Mercer Street
 Dripping Springs, Texas 78620

FMSbonds, Inc.
 5 Cowboys Way, Suite 300-25
 Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the City of Dripping Springs, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$[_____]00 “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. (“Tri Pointe”), make the representations, warranties, and covenants contained in this Tri Pointe Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Tri Pointe Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, Tri Pointe understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of Tri Pointe, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Tri Pointe Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), Tri Pointe becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, Tri Pointe will notify the City and the Underwriter (and for the purposes of this clause provide the City and the Underwriter with such information as it may from time to time request); however, that for the purposes of this Tri Pointe Letter of Representations and any certificate delivered by Tri Pointe in accordance with the Bond Purchase Agreement, Tri Pointe makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps of the District included therein and under the captions and subcaptions “PLAN OF FINANCE — Development Plan” and “THE DEVELOPERS” (only as it pertains to Tri Pointe) and, to the best of its knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to Tri Pointe and the Development), “LEGAL MATTERS — Litigation — The Developers” (only as it pertains to Tri Pointe), “CONTINUING DISCLOSURE — The Developers – Tri Pointe” and “— The Developers’ Compliance with Prior Undertakings – Tri Pointe,” “SOURCES OF INFORMATION — Developers – Tri Pointe,” “APPENDIX E-3” and “APPENDIX G” (collectively, the “Tri Pointe Disclosures”) in accordance with subsection 4(f) herein.

3. Tri Pointe Documents. Tri Pointe has executed or caused the execution of and delivered each of the below listed documents (individually, a “Tri Pointe Document” and collectively, the “Tri Pointe Documents”) in the capacity provided for in each such Tri Pointe Document, and each such Tri Pointe Document constitutes a valid and binding obligation of Tri Pointe, enforceable against Tri Pointe in accordance with its terms:

- (a) this Tri Pointe Letter of Representations;
- (b) the Development Agreement;
- (c) the Financing Agreement;
- (d) the Offsite Road and Trail Agreement;
- (e) the Wastewater Service Agreement;
- (f) the Tri Pointe Landowner Certificate;
- (g) the JODA;
- (h) the Utility Agreement;

- (i) the Adjacent Property Owners Agreement; and
- (j) the Continuing Disclosure Agreement of Tri Pointe.

Tri Pointe has complied in all material respects with all of Tri Pointe's agreements and covenants and satisfied all conditions required to be complied with or satisfied by Tri Pointe under the Tri Pointe Documents on or prior to the date hereof.

The representations and warranties of Tri Pointe contained in the Tri Pointe Documents are true and correct in all material respects on and as of the date hereof.

4. Tri Pointe Representations, Warranties and Covenants. Tri Pointe represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. Tri Pointe is duly formed and validly existing corporation under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of Tri Pointe provided by Tri Pointe (the "Tri Pointe Organizational Documents") to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Tri Pointe Documents by Tri Pointe does not violate any judgment, Ordinance, writ, injunction or decree binding on Tri Pointe or any indenture, agreement, or other instrument to which Tri Pointe is a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against Tri Pointe that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of Tri Pointe to perform their obligations under the Tri Pointe Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by Tri Pointe to the City or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. Tri Pointe represents and warrants that the information set forth in the Tri Pointe Disclosures in the Preliminary Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Tri Pointe agrees to provide a certificate dated the Closing Date affirming, as of such date, the

representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum.

(g) Events of Default. No “Event of Default” or “event of default” by Tri Pointe under any of the Tri Pointe Documents, any documents to which Tri Pointe is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #1 Projects to which Tri Pointe is a party, or event that, with the passage of time or the giving of notice or both, would constitute such “Event of Default” or “event of default,” by Tri Pointe has occurred and is continuing.

5. Indemnification.

(a) Tri Pointe will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Tri Pointe Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action,

the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, Tri Pointe or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Tri Pointe Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

Binding on Successors and Assigns. This Tri Pointe Letter of Representations will be binding upon Tri Pointe and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Tri Pointe Letter of Representations.

[Signature page to follow]

TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

By: _____
Name: Bryan R. Havel
Title: Division President

APPENDIX B

\$[_____]

**CITY OF DRIPPING SPRINGS, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS,
SERIES 2023**

(Heritage Public Improvement District Improvement Area #1 Project)

ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of FMSbonds, Inc. (“Purchaser”), with respect to the City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project) issued by the City of Dripping Springs, Texas (“Issuer”) in the principal amount of \$_____ (“Bonds”), hereby certifies, based on its records and information, as follows:

(a) [other than the Bonds maturing in _____ (“Hold-the-Price Maturities”), the][The] first price at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (a “Maturity”) was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (the “Public”) is set forth in the final Official Statement relating to the Bonds.

(Add (b) and (c) only if there are Hold-the-Price maturities)

[(b) On or before the first day on which the Bond Purchase Agreement is entered into (the “Sale Date”), the Purchaser offered to the Public each Maturity of the Hold-the-Price maturities at their respective initial offering prices (the “Initial Offering Prices”), as listed in the final Official Statement relating to the Bonds.]

[(c) As set forth in the Bond Purchase Agreement, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the respective Initial Offering Price for such maturity until a date that is the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.]

A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule A.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

FMSbonds, Inc.,
as Underwriter

By: _____

—

Name:
Title:

Dated: _____

SCHEDULE A

(Attached)

APPENDIX C**[LETTERHEAD OF CITY ATTORNEY]**

June 29, 2023

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

\$_[_____]

**CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(Heritage Public Improvement District Improvement Area #1 Project)**

Ladies and Gentlemen:

I am an Attorney for City of Dripping Springs, Texas (the “City”), and am rendering this opinion in connection with the issuance and sale of \$\$_[_____] “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to an ordinance adopted by the City Council of the City (the “City Council”) on June 6, 2023 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust dated as of June 1, 2023 (the “Indenture”) by and between the City and Wilmington Trust, National Association, a national banking association, as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, I have reviewed the:

- (a) The Resolution No. 2017-74 enacted by the City Council on November 14, 2017 (the “Creation Resolution”);
- (b) The ordinance adopted by the City Council on June 6, 2023 (the “Assessment Ordinance”) and the Service and Assessment Plan, attached as an exhibit thereto;
- (c) The Bond Ordinance;

(d) The Indenture;

(e) The Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022 (the “Financing Agreement”), between the City, M/I Homes of Austin, LLC, an Ohio limited liability company (the “Managing Developer”), as joined by Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. (“Tri Pointe” and, together with the Managing Developer, the “Developers”), and BobWhite Investments, L.P., a Texas limited partnership (“BobWhite”), as consenting parties;

(f) The Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, SLF IV – Dripping Springs JV, L.P., a Texas Limited Partnership (the “Original Owner”), and BobWhite, effective as of October 17, 2017, as assigned to the Developers (the “Development Agreement”);

(g) The Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of June 1, 2023 (the “City Continuing Disclosure Agreement”), executed and delivered by the City, P3Works, LLC, as Administrator (the “Administrator”), Wilmington Trust, National Association, acting solely in its capacity as dissemination agent (the “Dissemination Agent”);

(h) The Offsite Road and Trail Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers (the “Offsite Road and Trail Agreement”); and

(i) The Wastewater and Impact Fee Agreement effective as of October 17, 2017, between the City and the Original Owner, as assigned to the Developers (as amended, the “Wastewater Service Agreement”).

The Creation Resolution, the Assessment Ordinance, the Indenture and Bond Ordinance shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, I have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the City: (a) affecting the existence of the City or the titles of its officers to their

respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #1 of the District pursuant to the provisions of the Assessment Ordinance, the Bond Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized, executed and delivered the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the "Limited Offering Memorandum"), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions "ASSESSMENT PROCEDURES," "THE CITY," "THE DISTRICT," "LEGAL MATTERS — Litigation – The City," "CONTINUING DISCLOSURE — The City" and " — The City Compliance with Prior Undertakings" and "APPENDIX A" is a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of my knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a

violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

ATTORNEY FOR THE CITY

APPENDIX D-1**[LETTERHEAD OF METCALFE WOLFF STUART & WILLIAMS LLP
COUNSEL TO THE MANAGING DEVELOPER]**

June 29, 2023

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P
600 Congress Avenue, Suite 2150
Austin, Texas 78701

Orrick, Herrington & Sutcliffe LLP
300 W. 6th Street, Suite 1850
Austin, Texas 78701

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100, Austin,
Texas 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

\$_[_____]

CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(Heritage Public Improvement District Improvement Area #1 Project)

Ladies and Gentlemen:

We have acted as special counsel for M/I Homes of Austin, LLC, an Ohio limited liability company (the “Managing Developer”), in connection with the issuance and sale by the City of Dripping Springs, Texas (the “City”) of \$[_____] City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project) (the “Bonds”), pursuant to that certain Indenture of Trust dated as of June 1, 2023 (the “Indenture”), by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Heritage” (the “Project”). The Managing Developer is referred to herein as our “Client”.

The Bonds are being sold to FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement dated June 6, 2023, by and between the City and the Underwriter (the “Bond Purchase Agreement”). This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

I. Assumptions and Bases for Opinions and Assurances

In our capacity as special counsel to the Managing Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

A. The following documents previously executed or being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “**Documents**”):

- i. The Indenture;
- ii. The Bond Purchase Agreement;
- iii. The Managing Developer Letter of Representations;
- iv. The Closing Certificate of the Managing Developer, dated June 29, 2023, executed by the Managing Developer pursuant to Section 10(e) of the Bond Purchase Agreement;
- v. The Development Agreement;
- vi. The Financing Agreement;
- vii. The Offsite Road and Trail Agreement;
- viii. The Wastewater Service Agreement;
- ix. The Managing Developer Landowner Certificate;
- x. The Utility Agreement;
- xi. The JODA;
- xii. The Adjacent Property Owners Agreement; and
- xiii. The Continuing Disclosure Agreement of the Managing Developer.

B. The Preliminary Limited Offering Memorandum;

C. The final Limited Offering Memorandum relating to the issuance of the Bonds, dated June 6, 2023, as authorized by the City (the “**Limited Offering Memorandum**”); and

D. The certificates described on Exhibit A attached hereto relating to the organization and existence of our Client (“**Managing Developer Certificates**”).

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the Metcalfe Wolff Stuart & Williams, LLP, attorneys who have given substantive attention to matters concerning the Managing Developer during the course of our representation of the Managing Developer in connection with the Documents, which knowledge has been obtained by such attorneys in their capacity as such after

review of certificates, reports and information provided by the Managing Developer, assuming such certificates, reports and information are accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. Further, the words “**our knowledge**” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation, that:

- i. all persons other than our Client have duly and validly executed and delivered each instrument, document, and agreement constituting a Document or executed in connection therewith to which such party is a signatory, and each such party’s obligations set forth therein are its legal, valid, and binding obligations, enforceable in accordance with the terms thereof;
- ii. each person executing any such instrument, document, or agreement other than our Client is duly authorized and has the legal power to do so;
- iii. each natural person executing any such instrument, document, or agreement is legally competent to do so;
- iv. there are no oral or written modifications of, or amendments to, the Documents, and there has been no waiver of any of the provisions thereof, by actions or conduct of the parties or otherwise;
- v. all representations of fact set forth in the Documents and in the Managing Developer Certificates are complete and accurate, insofar as such facts pertain to the subject matter of the opinions rendered hereby; and
- vi. all documents submitted to us as originals are complete and authentic, all documents submitted to us as certified, conformed or photostatic copies conform to the original documents, all signatures on all documents submitted to us for examination are genuine, and all public records and certificates of public officials are accurate and complete.

In addition, we have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Documents.

We assume that none of the parties to the Documents (other than the Managing Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the

validity or enforceability thereof. We assume that each of the parties to the Documents (other than the Managing Developer) has full authority to close this transaction in accordance with the terms and provisions of the Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We bring to your attention that as special counsel, we have only been engaged by our Client in connection with the Documents (and the transactions contemplated in the Documents) and do not represent our Client generally.

II. Opinions

Based solely upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

A. The Managing Developer is validly existing and is in good standing under the laws of the State of Ohio and is authorized to act and conduct business within the State of Texas.

B. The Managing Developer has the requisite partnership or corporate, as applicable, power to execute, deliver and perform its obligations under each of the Documents to which it is a party and has taken all necessary partnership or corporate, as applicable, action to authorize the execution and delivery of such Documents and the performance by the Managing Developer of the obligations under such Documents.

C. The execution and delivery by the Managing Developer of the Documents to which it is a party will not:

- i. to our knowledge, violate any provision of any existing law, statute, rule or regulation applicable to the Managing Developer under the laws of the State of Ohio or the State of Texas nor subject the Managing Developer to a fine, penalty or other similar sanctions under any law, statute, rule or regulation applicable to the Managing Developer;
- ii. to our knowledge, violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Managing Developer, nor, to our knowledge, will the performance of the agreements in the Documents violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Managing Developer; or
- iii. violate either of the Managing Developer Basic Documents (as defined on Exhibit A), nor will the performance by the Managing Developer of the agreements in the Documents violate either of the Managing Developer Basic Documents.

D. To our knowledge, the execution, delivery and performance by the Managing Developer of the Documents to which it is a party do not constitute a breach of or default under any existing loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Client is a party or is otherwise subject, which violation, breach or default would materially adversely affect the Managing Developer or the transactions contemplated by the Documents.

E. To our knowledge, no consent, approval, authorization or other action by, or filing with, any governmental authority is required for the execution and delivery by the Managing Developer of the Documents to which the Managing Developer is a party, other than as are required with respect to the financing transaction evidenced thereby.

F. The Managing Developer has duly executed and delivered each of the Documents to which it is a party, and each of such Documents constitutes the legal, valid and binding obligation of the Managing Developer, enforceable against the Managing Developer in accordance with its terms.

G. No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Managing Developer on account of its execution or delivery of any of the Documents or the recording or filing of any of the Documents in the Official Public Records of Hays County, Texas, except for normal filing or recording fees.

III. Assurances

Subject to the assumptions, qualifications and limitations set forth herein, we provide you the following assurances:

A. There are no actions, suits or proceedings pending or, to our knowledge, threatened against our Client in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Documents; (v) the execution and delivery of the Documents on behalf of the Managing Developer; (vi) the operations or financial condition of the Managing Developer that would materially adversely affect those operations or the financial condition of the Managing Developer or (vii) the acquisition and construction of the property and improvements identified in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

B. As special counsel to the Managing Developer, we reviewed the portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the sections “PLAN OF FINANCE — Development Plan” and “— Additional Indebtedness,” “OVERLAPPING TAXES AND DEBT — Homeowners’ Association,” “THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPERS” (only as it pertains to the Managing Developer) and, to the best of its knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Managing Developer, the Authorized Improvements and the Development), “LEGAL MATTERS — Litigation — The Developers” (only as it pertains to the Managing Developer), “CONTINUING DISCLOSURE

— The Developers – The Managing Developer” and “— The Developers’ Compliance with Prior Undertakings – Managing Developer,” “SOURCES OF INFORMATION — Developers – Managing Developer,” “APPENDIX E-2” and “APPENDIX G” with such review being limited to information pertaining to the Developers, the Improvement Area #1 Projects and the Development (as defined in the Limited Offering Memorandum) (collectively, the “**Developers Statements**”). We did not participate in the preparation of the documents incorporated by reference in the Limited Offering Memorandum or in the preparation of any other portions of the Limited Offering Memorandum, other than the Developers Statements (provided that we did participate in the preparation of the Service and Assessment Plan, the Financing Agreement, the Managing Developer Landowner Certificate, the JODA, and the Adjacent Property Owners Agreement). We did, however, participate in meetings at which the Managing Developer was present during which the contents of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing came to our attention that caused us to believe that the Developer Statements in the Preliminary Limited Offering Memorandum, as of its date and the date of the Bond Purchase Agreement, and the Limited Offering Memorandum, as of its date and the date hereof, contained or contain any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Developer Statements and we do not express any belief with respect to the financial statements or other financial, engineering, statistical or accounting data or information, or any information incorporated by reference or the appendices attached to the Limited Offering Memorandum. The negative assurance provided in this paragraph is furnished by us only to Underwriter, is solely for the benefit of Underwriter in its capacity as Underwriter to assist Underwriter in establishing defenses under applicable securities laws and may not be used, quoted or relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing securities from Underwriter and any other addressees of this letter).

IV. Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions and assurances set forth above are subject to the following assumptions and qualifications:

A. We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

B. We have relied upon the Managing Developer Certificates, as well as the representations of the Managing Developer contained in the Documents, with respect to certain facts material to our opinion and in providing any assurances contained herein. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

C. Except for the Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Managing Developer is a party or by which the Managing Developer is or may be bound.

D. The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, the Ohio Revised Uniform Limited Partnership Act (“**OH LP Act**”), and the Ohio Limited Liability Company Act (“**OH LLC Act**”), excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, the OH LP Act, and the OH LLC Act. We do not express any opinion as to the judicial decisions construing the OH LP Act and/or OH LLC Act or any other matters of Ohio law other than the text of the OH LP Act and/or OH LLC Act. We do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

E. No opinions or statements are implied beyond those expressly stated in this opinion letter. Without limiting the generality of the preceding sentence, unless explicitly addressed in this opinion letter, the opinions and confirmations set forth in this opinion letter do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (a) securities laws, “Blue Sky” laws, and laws relating to commodity (and other) futures and indices and other similar instruments; (b) margin regulations; (c) pension and employee benefit laws and regulations; (d) antitrust and unfair competition laws; (e) laws concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger; (f) compliance with fiduciary duty requirements; (g) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities, and special political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing matters in this paragraph; (h) the creation, attachment, perfection, or priority of a lien, or security interest in, or to, collateral, or enforcement of a security interest in collateral comprising personal property; (i) environmental laws; (j) zoning, land use, condominium, cooperative, subdivision, and other development laws; (k) tax laws; (l) patent, copyright and trademark, state trademark, and other intellectual property laws; (m) racketeering laws; (n) health and safety laws; (o) labor laws; (p) laws concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture; laws of general application to the extent it provides for criminal prosecution (e.g., mail fraud and wire fraud statutes); (r) bulk transfer laws; (s) laws concerning access by the disabled and building codes; (t) title to any property, the characterization of any property as real property, personal property, or fixtures, or the accuracy or sufficiency of any description of collateral or other property; and (u) usury.

F. Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property nor do we express any opinion with regard to the sufficiency or accuracy of any legal descriptions contained in the Documents.

G. The opinions expressed herein regarding the enforceability of the Documents is subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be

enforceable; but such unenforceability will not, in our judgment, render the Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

H. The opinion expressed herein as to the enforceability of the Documents is specifically subject to the qualification that enforceability of the Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

I. We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Documents.

J. We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

K. The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

L. We express no opinion as to the enforceability of any provisions in the Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to you solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon by you for any other purpose or by any other person in any manner or for any purpose.

Sincerely,

METCALFE WOLFF STUART & WILLIAMS, LLP

By: _____

D-1-8

EXHIBIT A**Organizational Documents and Certificates**

1. Limited Liability Company Agreement of M/I Homes of Austin, LLC, an Ohio limited liability company, dated [_____].
2. Certified copy of Certificate of Limited Partnership of M/I Homes of Austin, LLC, an Ohio limited liability company, from the Ohio Secretary of State dated [_____].
3. Application for Foreign Registration of a Limited Partnership M/I Homes of Austin, LLC, an Ohio limited partnership, filed with the Secretary of State of the State of Texas on [_____];
4. Certificate of Authority of a Limited Partnership M/I Homes of Austin, LLC, an Ohio limited partnership, dated [_____], 2023.
5. Certificate of Good Standing dated [_____], from the Ohio Secretary of State for M/I Homes of Austin, LLC, an Ohio limited partnership.
6. Approval of Bonds and Documents by M/I Homes of Austin, LLC dated [_____], 2023.

Items 1-[] above are referred to in this opinion letter as the “**Managing Developer Basic Documents.**”

APPENDIX D-2

[MCLEAN & HOWARD, LLP
COUNSEL TO TRI POINTE]

June 29, 2023

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P
600 Congress Avenue, Suite 2150
Austin, Texas 78701

Orrick, Herrington & Sutcliffe LLP
300 W. 6th Street, Suite 1850
Austin, Texas 78701

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100, Austin,
Texas 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

\$_[_____]

CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(Heritage Public Improvement District Improvement Area #1 Project)

Ladies and Gentlemen:

We have acted as special counsel for Tri Pointe Homes Texas, Inc., a Texas corporation (the “**Tri Pointe**”), in connection with the issuance and sale by the City of Dripping Springs, Texas (the “**City**”) of \$[_____] City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project) (the “**Bonds**”), pursuant to that certain Indenture of Trust dated as of June 1, 2023 (the “**Indenture**”), by and between the City and Wilmington Trust, National Association, as trustee (the “**Trustee**”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as “Heritage” (the “**Project**”). Tri Pointe is referred to herein as our “**Client**”.

The Bonds are being sold to FMSbonds, Inc. (the “**Underwriter**”), pursuant to that certain Bond Purchase Agreement dated June 6, 2023, by and between the City and the Underwriter (the “**Bond Purchase Agreement**”). This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

I. Assumptions and Bases for Opinions and Assurances

In our capacity as special counsel to Tri Pointe, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

A. The following documents previously executed or being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “**Documents**”):

- i. The Indenture;
- ii. The Bond Purchase Agreement;
- iii. Tri Pointe Letter of Representations;
- iv. The Closing Certificate of Tri Pointe, dated June 29, 2023, executed by Tri Pointe pursuant to Section 10(e) of the Bond Purchase Agreement;
- v. The Development Agreement;
- vi. The Financing Agreement;
- vii. The Offsite Road and Trail Agreement;
- viii. The Wastewater Service Agreement;
- ix. The Tri Pointe Landowner Certificate;
- x. The Utility Agreement;
- xi. The JODA;
- xii. The Adjacent Property Owners Agreement; and
- xiii. The Continuing Disclosure Agreement of Tri Pointe.

B. The Preliminary Limited Offering Memorandum;

C. The final Limited Offering Memorandum relating to the issuance of the Bonds, dated June 6, 2023, as authorized by the City (the “**Limited Offering Memorandum**”); and

D. The certificates described on Exhibit A attached hereto relating to the organization and existence of our Client (“**Tri Pointe Certificates**”).

Whenever our opinion or advice with respect to the existence or absence of facts is indicated to be based on our knowledge, we are referring to the actual knowledge of the McLean and Howard, LLP, attorneys who have given substantive attention to matters concerning Tri Pointe during the course of our representation of Tri Pointe in connection with the Documents, which knowledge has been obtained by such attorneys in their capacity as such after review of certificates, reports and information provided by Tri Pointe, assuming such certificates, reports and information

are accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. Further, the words “**our knowledge**” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation, that:

- i. all persons other than our Client have duly and validly executed and delivered each instrument, document, and agreement constituting a Document or executed in connection therewith to which such party is a signatory, and each such party’s obligations set forth therein are its legal, valid, and binding obligations, enforceable in accordance with the terms thereof;
- ii. each person executing any such instrument, document, or agreement other than our Client is duly authorized and has the legal power to do so;
- iii. each natural person executing any such instrument, document, or agreement is legally competent to do so;
- iv. there are no oral or written modifications of, or amendments to, the Documents, and there has been no waiver of any of the provisions thereof, by actions or conduct of the parties or otherwise;
- v. all representations of fact set forth in the Documents and in Tri Pointe Certificates are complete and accurate, insofar as such facts pertain to the subject matter of the opinions rendered hereby; and
- vi. all documents submitted to us as originals are complete and authentic, all documents submitted to us as certified, conformed or photostatic copies conform to the original documents, all signatures on all documents submitted to us for examination are genuine, and all public records and certificates of public officials are accurate and complete.

In addition, we have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Documents.

We assume that none of the parties to the Documents (other than Tri Pointe) is a party to any court or regulatory proceeding relating to or otherwise affecting the Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair

the validity or enforceability thereof. We assume that each of the parties to the Documents (other than Tri Pointe) has full authority to close this transaction in accordance with the terms and provisions of the Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We bring to your attention that as special counsel, we have only been engaged by our Client in connection with the Documents (and the transactions contemplated in the Documents) and do not represent our Client generally.

II. Opinions

Based solely upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

A. Tri Pointe is validly existing and is in good standing under the laws of the State of Texas.

B. Tri Pointe has the requisite partnership or corporate, as applicable, power to execute, deliver and perform its obligations under each of the Documents to which it is a party and has taken all necessary partnership or corporate, as applicable, action to authorize the execution and delivery of such Documents and the performance by Tri Pointe of the obligations under such Documents.

C. The execution and delivery by Tri Pointe of the Documents to which it is a party will not:

i. to our knowledge, violate any provision of any existing law, statute, rule or regulation applicable to Tri Pointe under the laws of the State of Texas nor subject Tri Pointe to a fine, penalty or other similar sanctions under any law, statute, rule or regulation applicable to Tri Pointe;

ii. to our knowledge, violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting Tri Pointe, nor, to our knowledge, will the performance of the agreements in the Documents violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting Tri Pointe; or

iii. violate either of the Tri Pointe Basic Documents (as defined on Exhibit A), nor will the performance by Tri Pointe of the agreements in the Documents violate either of the Tri Pointe Basic Documents.

D. To our knowledge, the execution, delivery and performance by Tri Pointe of the Documents to which it is a party do not constitute a breach of or default under any existing loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Client is

a party or is otherwise subject, which violation, breach or default would materially adversely affect Tri Pointe or the transactions contemplated by the Documents.

E. To our knowledge, no consent, approval, authorization or other action by, or filing with, any governmental authority is required for the execution and delivery by Tri Pointe of the Documents to which Tri Pointe is a party, other than as are required with respect to the financing transaction evidenced thereby.

F. Tri Pointe has duly executed and delivered each of the Documents to which it is a party, and each of such Documents constitutes the legal, valid and binding obligation of Tri Pointe, enforceable against Tri Pointe in accordance with its terms.

G. No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by Tri Pointe on account of its execution or delivery of any of the Documents or the recording or filing of any of the Documents in the Official Public Records of Hays County, Texas, except for normal filing or recording fees.

III. Assurances

Subject to the assumptions, qualifications and limitations set forth herein, we provide you the following assurances:

A. There are no actions, suits or proceedings pending or, to our knowledge, threatened against our Client in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Documents; (v) the execution and delivery of the Documents on behalf of Tri Pointe; (vi) the operations or financial condition of Tri Pointe that would materially adversely affect those operations or the financial condition of Tri Pointe or (vii) the acquisition and construction of the property and improvements identified in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

B. As special counsel to Tri Pointe, we reviewed the portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the sections "PLAN OF FINANCE — Development Plan" and "— Additional Indebtedness," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to Tri Pointe) and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to Tri Pointe, the Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developers" (only as it pertains to Tri Pointe), "CONTINUING DISCLOSURE — The Developers – Tri Pointe" and "— The Developers' Compliance with Prior Undertakings – Tri Pointe," "SOURCES OF INFORMATION — Developers – Tri Pointe," "APPENDIX E-3" and "APPENDIX G" with such review being limited to information pertaining to Tri Pointe, the

Improvement Area #1 Projects and the Development (as defined in the Limited Offering Memorandum) (collectively, the “**Tri Pointe Statements**”). We did not participate in the preparation of the documents incorporated by reference in the Limited Offering Memorandum or in the preparation of any other portions of the Limited Offering Memorandum, other than the Tri Pointe Statements (provided that we did participate in the preparation of the Service and Assessment Plan, the Financing Agreement, the Tri Pointe Landowner Certificate, the JODA, and the Adjacent Property Owners Agreement). We did, however, participate in meetings with Tri Pointe during which the contents of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing came to our attention that caused us to believe that the Developers Statements in the Preliminary Limited Offering Memorandum, as of its date and the date of the Bond Purchase Agreement, and the Limited Offering Memorandum, as of its date and the date hereof, contained or contain any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Tri Pointe Statements and we do not express any belief with respect to the financial statements or other financial, engineering, statistical or accounting data or information, or any information incorporated by reference or the appendices attached to the Limited Offering Memorandum. The negative assurance provided in this paragraph is furnished by us only to Underwriter, is solely for the benefit of Underwriter in its capacity as Underwriter to assist Underwriter in establishing defenses under applicable securities laws and may not be used, quoted or relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing securities from Underwriter and any other addressees of this letter).

IV. Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions and assurances set forth above are subject to the following assumptions and qualifications:

A. We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

B. We have relied upon the Tri Pointe Certificates, as well as the representations of Tri Pointe contained in the Documents, with respect to certain facts material to our opinion and in providing any assurances contained herein. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

C. Except for the Documents, we have not reviewed, and express no opinion as to, any

other contracts or agreements to which Tri Pointe is a party or by which Tri Pointe is or may be bound.

D. The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America. We do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

E. No opinions or statements are implied beyond those expressly stated in this opinion letter. Without limiting the generality of the preceding sentence, unless explicitly addressed in this opinion letter, the opinions and confirmations set forth in this opinion letter do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (a) securities laws, "Blue Sky" laws, and laws relating to commodity (and other) futures and indices and other similar instruments; (b) margin regulations; (c) pension and employee benefit laws and regulations; (d) antitrust and unfair competition laws; (e) laws concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger; (f) compliance with fiduciary duty requirements; (g) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities, and special political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing matters in this paragraph; (h) the creation, attachment, perfection, or priority of a lien, or security interest in, or to, collateral, or enforcement of a security interest in collateral comprising personal property; (i) environmental laws; (j) zoning, land use, condominium, cooperative, subdivision, and other development laws; (k) tax laws; (l) patent, copyright and trademark, state trademark, and other intellectual property laws; (m) racketeering laws; (n) health and safety laws; (o) labor laws; (p) laws concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture; laws of general application to the extent it provides for criminal prosecution (e.g., mail fraud and wire fraud statutes); (r) bulk transfer laws; (s) laws concerning access by the disabled and building codes; (t) title to any property, the characterization of any property as real property, personal property, or fixtures, or the accuracy or sufficiency of any description of collateral or other property; and (u) usury.

F. Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property nor do we express any opinion with regard to the sufficiency or accuracy of any legal descriptions contained in the Documents.

G. The opinions expressed herein regarding the enforceability of the Documents is subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Documents, except to the extent of any economic consequences of any procedural

delays which may result therefrom.

H. The opinion expressed herein as to the enforceability of the Documents is specifically subject to the qualification that enforceability of the Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

I. We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Documents.

J. We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

K. The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

L. We express no opinion as to the enforceability of any provisions in the Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to you solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon by you for any other purpose or by any other person in any manner or for any purpose.

Very truly yours,

McLean & Howard, LLP
Michael Cihock, Partner
Counsel to Tri Pointe

EXHIBIT A**Organizational Documents and Certificates**

1. Articles of Incorporation of Tri Pointe Homes Texas, Inc., a Texas corporation, dated [_____].
2. Certificate of Authority of Tri Pointe Homes Texas, Inc., a Texas corporation, dated [_____], 2023.
3. Certificate of Fact dated [_____], from the Texas Secretary of State for Tri Pointe Homes Texas, Inc.
4. Approval of Bonds and Documents by Tri Pointe Homes Texas, Inc., dated [_____], 2023.

Items 1-[__] above are referred to in this opinion letter as the “**Tri Pointe Basic Documents**”.

APPENDIX E-1

CLOSING CERTIFICATE OF MANAGING DEVELOPER

M/I Homes of Austin, LLC, an Ohio limited liability company (the “Managing Developer”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Managing Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Ohio and duly authorized to do business in the State of Texas.

2. Representatives of the Managing Developer have provided information to City of Dripping Springs, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[_____] aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Area #1 Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated May [___], 2023 and Limited Offering Memorandum dated June 6, 2023 (together, the “Limited Offering Memorandum”).

3. The Managing Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of each of the Managing Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Managing Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Ohio Secretary of State, (ii) Certificate of Status from the Texas Secretary of State and (iii) a verification of franchise tax account status from the Texas Secretary of State.

5. The Managing Developer has executed or caused the execution of, and delivered each of the below listed documents (individually, a “Managing Developer Document” and collectively, the “Managing Developer Documents”) in the capacity provided for in each such Managing Developer Document, and each such Managing Developer Document constitutes a valid and binding obligation of the Managing Developer, enforceable against the Managing Developer in accordance with its terms:

(a) The Managing Developer Letter of Representations executed by the Developer dated June 6, 2023;

(b) The Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, SLF IV – Dripping Springs JV, L.P., a Texas Limited Partnership (the “Original Owner”), and BobWhite, effective as of October 17, 2017, as assigned to the Developers (as defined herein) (the “Development Agreement”);

(c) The Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022 (the “Financing Agreement”), between the Managing Developer, as joined by Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. (“Tri Pointe” and, together with the Managing Developer, the “Developers”), and BobWhite Investments, L.P., a Texas limited partnership (“BobWhite”), as consenting parties;

(d) The Offsite Road and Trail Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers (the “Offsite Road and Trail Agreement”);

(e) The Wastewater and Impact Fee Agreement effective as of October 17, 2017, between the City and the Original Owner, as assigned to the Developers (as amended, the “Wastewater Service Agreement”);

(f) The Managing Developer Landowner Certificate executed by the Managing Developer as of June 6, 2023 (the “Managing Developer Landowner Certificate”);

(g) The Water and Wastewater Utility Construction, Conveyance and Service Agreement, effective as of May 18, 2021, executed and delivered by Double Eagle Villages, LLC (“Double Eagle Villages”) and Corix Utilities (Texas), Inc., as assigned by Double Eagle Villages to the Developers (the “Utility Agreement”);

(h) The Joint Ownership and Development Agreement between the Managing Developer and Tri Pointe dated July 27, 2020 (the “JODA”);

(i) The Adjacent Property Owners Agreement between the Developers and BobWhite dated September 29, 2021 (as amended, the “Adjacent Property Owners Agreement”); and

(j) The Continuing Disclosure Agreement of the Managing Developer with respect to the Bonds, dated as of June 1, 2023, executed and delivered by the Managing Developer, the Administrator and the Dissemination Agent (the “Continuing Disclosure Agreement of the Managing Developer”).

6. The Developers and BobWhite owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in Improvement Area #1 of the District on the date that the Assessment Ordinance was adopted and such landowners are not entities that may claim a homestead right under Texas law.

7. Managing Developer has complied in all material respects with all of the Managing Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Managing Developer under the Managing Developer Documents on or prior to the date hereof.

8. The representations and warranties of the Managing Developer contained in the Managing Developer Documents are true and correct in all material respects on and as of the date hereof.

9. The execution and delivery of the Managing Developer Documents by Managing Developer does not violate any judgment, order, writ, injunction or decree binding on the Managing Developer or any indenture, agreement, or other instrument to which Managing Developer is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Managing Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Managing Developer to perform their obligations under the Managing Developer Documents in all material respects, that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum, or with respect to the acquisition and construction of the property and improvements identified in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

10. The Managing Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum under the “PLAN OF FINANCE — Development Plan” and “— Additional Indebtedness,” “OVERLAPPING TAXES AND DEBT — Homeowners’ Association,” “THE IMPROVEMENT AREA #1 AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPERS” (only as it pertains to the Managing Developer) and, to the best of its knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Managing Developer, the Authorized Improvements and the Development), “LEGAL MATTERS — Litigation — The Developers” (only as it pertains to the Managing Developer), “CONTINUING DISCLOSURE — The Developers – The Managing Developer” and “— The Developers’ Compliance with Prior Undertakings – Managing Developer,” “SOURCES OF INFORMATION — Developers – Managing Developer,” “APPENDIX E-2” and “APPENDIX G” (collectively, the “Master Developer Disclosures”) and certify that the information contained in the Managing Developer Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

11. The Managing Developer has reviewed and approved the information contained in the Managing Developer Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. The Managing Developer is in compliance in all material respects with all provisions of applicable law relating to the Managing Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the

Managing Developer or any portion of the Development that would materially and adversely affect the Managing Developer's ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. The Managing Developer is not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Improvement Area #1 of the District owned by Managing Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Managing Developer is a party or to which the Managing Developer or any of its property or assets is subject.

15. The Managing Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material and adverse effect on the Bonds, the Managing Developer's ability to perform its respective obligations under the Managing Developer Documents, or the development of the Development.

16. The Managing Developer has no knowledge of any physical condition of the Development owned or to be developed by the Managing Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: June 29, 2023

[Signature page to follow]

MANAGING DEVELOPER:

M/I HOMES OF AUSTIN, LLC,
an Ohio limited liability company

By: _____
Name: William G. Peckman
Title: Area President

[Signature page of Closing Certificate of Managing Developer]

APPENDIX E-2

CLOSING CERTIFICATE OF TRI POINTE

Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, Inc. (“Tri Pointe”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. Tri Pointe is a corporation organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of Tri Pointe have provided information to City of Dripping Springs, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[_____] aggregate principal amount of Special Assessment Revenue Bonds, Series 2023 (Heritage Pubic Improvement District Area #1 Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated May [___], 2023, and Limited Offering Memorandum dated June 6, 2023 (together, the “Limited Offering Memorandum”).

3. Tri Pointe has delivered to the Underwriter and the City true, correct, complete and fully executed copies of each of Tri Pointe’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. Tri Pointe has delivered to the Underwriter and the City (i) a Certificate of Status from the Texas Secretary of State and (ii) a verification of franchise tax account status from the Texas Secretary of State.

5. Tri Pointe has executed or caused the execution of, and delivered each of the below listed documents (individually, a “Tri Pointe Document” and collectively, the “Tri Pointe Documents”) in the capacity provided for in each such Tri Pointe Document, and each such Tri Pointe Document constitutes a valid and binding obligation of Tri Pointe, enforceable against Tri Pointe in accordance with its terms:

(a) Tri Pointe Letter of Representations executed by the Developer dated June 6, 2023;

(b) The Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, SLF IV – Dripping Springs JV, L.P., a Texas Limited Partnership (the “Original Owner”), and BobWhite, effective as of October 17, 2017, as assigned to the Developers (the “Development Agreement”);

(c) The Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022 (the “Financing Agreement”), between the M/I Homes of Austin, LLC, an Ohio limited liability company (the “Managing Developer”), as joined by Tri Pointe (“together with the Managing

Developer, the “Developers”), and BobWhite Investments, L.P., a Texas limited partnership (“BobWhite”), as consenting parties;

(d) The Offsite Road and Trail Agreement between the City and the Original Owner, effective as of October 17, 2017, as assigned to the Developers (the “Offsite Road and Trail Agreement”);

(e) The Wastewater and Impact Fee Agreement effective as of October 17, 2017, between the City and the Original Owner, as assigned to the Developers (as amended, the “Wastewater Service Agreement”);

(f) The Tri Pointe Landowner Certificate executed by Tri Pointe as of June 6, 2023 (the “Tri Pointe Landowner Certificate”);

(g) The Water and Wastewater Utility Construction, Conveyance and Service Agreement, effective as of May 18, 2021, executed and delivered by Double Eagle Villages, LLC (“Double Eagle Villages”) and Corix Utilities (Texas), Inc., as assigned by Double Eagle Villages to the Developers (the “Utility Agreement”);

(h) The Joint Ownership and Development Agreement between the Managing Developer and Tri Pointe dated July 27, 2020 (the “JODA”);

(i) The Adjacent Property Owners Agreement between the Developers and BobWhite dated September 29, 2021 (as amended, the “Adjacent Property Owners Agreement”); and

(j) The Continuing Disclosure Agreement of the Managing Developer with respect to the Bonds, dated as of June 1, 2023 executed and delivered by the Managing Developer, the Administrator and the Dissemination Agent (the “Continuing Disclosure Agreement of the Managing Developer”).

6. The Developers and BobWhite owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in Improvement Area #1 of the District on the date that the Assessment Ordinance was adopted and such landowners are not entities that may claim a homestead right under Texas law.

7. Tri Pointe has complied in all material respects with all of Tri Pointe’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by Tri Pointe under the Tri Pointe Documents on or prior to the date hereof.

8. The representations and warranties of Tri Pointe contained in the Tri Pointe Documents are true and correct in all material respects on and as of the date hereof.

9. The execution and delivery of the Tri Pointe Documents by Tri Pointe does not violate any judgment, order, writ, injunction or decree binding on Tri Pointe or any indenture, agreement, or other instrument to which Tri Pointe is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against Tri Pointe that is either not covered by insurance or which singularly or collectively would have a material, adverse effect

on the ability of Tri Pointe to perform their obligations under the Tri Pointe Documents in all material respects, that would reasonably be expected to prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum, or with respect to the acquisition and construction of the property and improvements identified in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by proceeds of the Bonds.

10. Tri Pointe has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum under the “PLAN OF FINANCE — Development Plan” and “THE DEVELOPERS” (only as it pertains to Tri Pointe) and, to the best of its knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to Tri Pointe and the Development), “LEGAL MATTERS — Litigation — The Developers” (only as it pertains to Tri Pointe), “CONTINUING DISCLOSURE — The Developers – Tri Pointe” and “— The Developers’ Compliance with Prior Undertakings – Tri Pointe,” “SOURCES OF INFORMATION — Developers – Tri Pointe,” “APPENDIX E-3” and “APPENDIX G” (collectively, the “Tri Pointe Disclosures”) and certify that the information contained in Tri Pointe Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

11. Tri Pointe has reviewed and approved the information contained in the Tri Pointe Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

12. Tri Pointe is in compliance in all material respects with all provisions of applicable law relating to Tri Pointe in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon Tri Pointe or any portion of the Development that would materially and adversely affect Tri Pointe’s ability to complete or cause to be completed the development of such portion of the Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

13. Tri Pointe is not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

14. The levy of the Assessments (as defined in the Limited Offering Memorandum) on property in Improvement Area #1 of the District owned by Tri Pointe will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which Tri Pointe is a party or to which Tri Pointe or any of its property or assets is subject.

15. Tri Pointe is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material and adverse effect on the Bonds, Tri Pointe's ability to perform its respective obligations under the Tri Pointe Documents, or the development of the Development.

16. Tri Pointe has no knowledge of any physical condition of the Development owned or to be developed by Tri Pointe that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: June 29, 2023

[Signature page to follow]

TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

By: _____
Name: Bryan R. Havel
Title: Division President

[Signature page of Closing Certificate of Tri Pointe]

APPENDIX F

[BARLETTA & ASSOCIATES, INC.]

June 6, 2023

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P
600 Congress Avenue, Suite 2150
Austin, Texas 78701

Orrick, Herrington & Sutcliffe LLP
300 W. 6th Street, Suite 1850
Austin, Texas 78701

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100,
Austin, Texas 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

Re: City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023
(Heritage Public Improvement District Improvement Area #1 Project) (the
“Bonds”)

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Improvement Area #1 of the Heritage Public Improvement District (the “District”), does hereby represent the following:

1. On behalf of Barletta & Associates, Inc. I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated May [___], 2023, and the Limited Offering Memorandum for the Bonds, dated on or about June 6, 2023 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Dripping Springs, Texas, as described above. The information I have provided is the real estate appraisal of the property in Improvement Area #1 of the District, located in APPENDIX F to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL.”

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about June 29, 2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

BARLETTA & ASSOCIATES, INC.

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF ADMINISTRATOR]

June 6, 2023

City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

McCall, Parkhurst & Horton L.L.P
600 Congress Avenue, Suite 2150
Austin, Texas 78701

Orrick, Herrington & Sutcliffe LLP
300 W. 6th Street, Suite 1850
Austin, Texas 78701

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100,
Austin, Texas 78701

Wilmington Trust, National Association
15950 North Dallas Parkway, Suite 200
Dallas, Texas 75248

Re: City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023
(Heritage Public Improvement District Improvement Area #1 Project) (the
“Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of P3Works, LLC (“P3 Works,” consultant in connection with the creation by the City of Dripping Springs, Texas (the “City”), of the Heritage Public Improvement District (the “District”), does hereby represent the following:

1. P3 Works has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated May [], 2023 (the “Preliminary Limited Offering Memorandum”), and the final Limited Offering Memorandum, dated on or about June 6, 2023 (together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memorandum”), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information P3 Works provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES,” “OVERLAPPING TAXES AND DEBT – Overlapping Taxes” and “THE PID ADMINISTRATOR” and (b) in the Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of the name of our firm in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about June 29, 2023) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT

**CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of June 1, 2023 (this “Disclosure Agreement”) is executed and delivered by and among the City of Dripping Springs, Texas (the “Issuer”), P3Works, LLC (as more fully defined herein, the “Administrator”) and Wilmington Trust, National Association, acting solely in its capacity as dissemination agent (as more fully defined herein, the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” (the “Bonds”). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of June 1, 2023, relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes, or time warrants, secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area #1 in accordance with the PID Act.

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Collections Report” shall mean any Annual Collection Report provided by the Issuer pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Annual Collections Report Filing Date” shall mean, for each Fiscal Year succeeding the reporting Fiscal Year, the date that is three (3) months after the Final Assessment Payment Date, which Annual Collections Report Filing Date is currently April 30.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Financial Information Filing Date” shall mean, for each Fiscal Year, the date that is six (6) months after the end of the Issuer’s Fiscal Year, which Filing Date is currently March 31.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Assessments” shall mean the “Improvement Area #1 Assessments” as such term is defined in the Indenture.

“Audited Financial Statements” shall mean the audited financial statements of the Issuer that have been prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant.

“Audited Financials Filing Date” shall mean, for each Fiscal Year, the date on which the Audited Financial Statements must be filed with the MSRB, which date is twelve (12) months after the end of the Issuer’s Fiscal Year. The Audited Financials Filing Date is currently September 30.

“Business Day” shall have the meaning assigned to such term in the Indenture.

“Collections Reporting Date” shall mean, for each Tax Year, the date that is one (1) month after the Delinquency Date, which Collections Reporting Date is currently March 1.

“Delinquency Date” shall mean February 1 of the year following the year in which the Assessments were billed or as may be otherwise defined in Section 31.02 of the Texas Tax Code, as amended.

“Managing Developer” shall mean, M/I Homes of Austin, LLC, an Ohio limited liability company, including its affiliates, successors and assigns.

“Disclosure Agreement of Managing Developer” shall mean the City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project) Continuing Disclosure Agreement of the Managing Developer dated as of June 1, 2023 executed and delivered by the Managing Developer, the Administrator and the Dissemination Agent.

“Disclosure Agreement of Tri Pointe” shall mean the City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project) Continuing Disclosure Agreement of Tri Pointe dated as

of June 1, 2023 executed and delivered by Tri Pointe, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the City Administrator of the Issuer or his or her designee, or such other officer or employee as the Issuer, may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean Wilmington Trust, National Association, acting solely in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Heritage Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Filing Date” means, collectively, an Annual Collections Report Filing Date, Audited Financials Filing Date and an Annual Information Filing Date, or, individually, as the context requires, an Annual Collections Report Filing Date, Audited Financials Filing Date or an Annual Information Filing Date.

“Final Assessment Payment Date” shall mean the calendar day preceding the Delinquency Date.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the one-year period from October 1 through September 30.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner(s)” shall mean the registered owner(s) of any Bonds, as shown in the register maintained by the Trustee.

“Participating Underwriter” shall mean FMSbonds, Inc., and its successors and assigns.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Prepayment” shall mean the payment of all or a portion of an Assessment before the due date of the final installment thereof.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SAP Update” shall have the meaning assigned to such term in Section 4(a)(3) of this Disclosure Agreement.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Tax Year” means the calendar year or as may be otherwise defined in Section 1.04 of the Texas Tax Code, as amended.

“Tri Pointe” means Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, including its affiliates, successors and assigns.

“Trustee” shall have the meaning assigned to such term in the Indenture.

SECTION 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) For each Fiscal Year, commencing with the Fiscal Year ending September 30, 2023, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, (i) not later than the Annual Financial Information Filing Date, the Annual Financial Information provided to the Dissemination Agent which complies with the requirements specified in Section 4 of this Disclosure Agreement and (ii) not later than twelve (12) months after the end of the Issuer’s Fiscal Year, its Audited Financial Statements. In each case, the Annual Financial Information and the Audited Financial Statements may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next Annual Financial Information Filing Date. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the applicable Filing Date, the Issuer shall provide the Annual Financial Information or Audited Financial Statements, as applicable, to the Dissemination Agent together with written direction to file such Annual Financial Information or Audited Financial Statements with the MSRB. The Dissemination Agent shall provide such Annual Financial Information

or Audited Financial Statements to the MSRB not later than ten (10) days from receipt of such Annual Financial Information or Audited Financial Statements from the Issuer, but in no event later than the applicable Filing Dates for such Fiscal Year.

If by the fifth (5th) day before each Filing Date, the Dissemination Agent has not received a copy of the Annual Financial Information or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Financial Information or Audited Financial Statements pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Financial Information or Audited Financial Statements, as applicable, no later than two (2) Business Days prior to the applicable Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Financial Information by the Annual Financial Information Filing Date or the Audited Financial Statements by the Audited Financials Filing Date, state the date by which the Annual Financial Information or Audited Financial Statements for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Financial Information, Audited Financial Statements or the notice of failure to file, as applicable, to the MSRB, no later than the applicable Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day prior to the applicable Filing Date.

- (b) The Issuer shall or shall cause the Dissemination Agent pursuant to written direction to:
 - (i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Financial Information and Audited Financial Statements; and
 - (ii) file the Annual Financial Information and Audited Financial Statements containing or incorporating by reference the information set forth in Section 4 hereof.

(c) If the Issuer has provided the Dissemination Agent with the completed Annual Financial Information or Audited Financial Statements, as applicable, together with written instructions to file such financing information or financial statements with the MSRB, and the Dissemination Agent has filed such Annual Financial Information or Audited Financial Statements with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Financial Information or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

SECTION 4. Content and Timing of Annual Financial Information and Audited Financial Statements. The Annual Financial Information and Audited Financial Statements shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Annual Financial Information. By the Annual Financial Information Filing Date, the following Annual Financial Information (any or all of which may be unaudited):

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) for the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the aggregate principal amount Outstanding and the total interest amount due on aggregate principal amount Outstanding;

(B) the amounts in the funds and accounts securing the Bonds and a description of the related investments; and

(C) the assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) of Exhibit B attached hereto. Such information shall be provided as of the end of the reporting Fiscal Year.

(iii) Any updates to the Service and Assessment Plan, including the Annual Service Plan Update (collectively, a “SAP Update”).

(iv) Until certificates of occupancy (“COs”) have been issued (or, if COs are not issued upon completion of construction of single-family dwellings, approval of the final inspection has been granted) for lots representing, in the aggregate, ninety-five percent (95%) of the total single-family residential lots within Improvement Area #1, the Annual Financial Information (in the SAP Update or otherwise) shall include the following:

(A) the number of COs issued for new homes completed in Improvement Area #1 during such Fiscal Year; and

(B) the aggregate number of COs issued for new homes completed within Improvement Area #1 since filing the initial Annual Financial Information for Fiscal Year ended September 30, 2023.

(v) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer’s audited financial statements during such Fiscal Year.

(vi) Until such time as the permits are final and unappealable, a description of the status of the Texas Commission of Environmental Quality wastewater Permit No. WQ0014488003 and the second amendment to Permit No. WQ0014488001.

(b) *Audited Financial Statements.* By the Audited Financials Filing Date, the Audited Financial Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer and that have been audited by an independent certified public accountant. If the Audited Financial Statements of the Issuer are not available by the Audited Financials Filing Date, the Issuer shall provide unaudited financial statements of the Issuer no later than the Audited Financials Filing Date and Audited Financial Statements as described in the preceding sentence when and if available.

(c) A form for submitting the information set forth in Section 4(a) above is attached as Exhibit B hereto. Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Financial Information and Audited Financial Statements under this Section 4.

SECTION 5. Annual Collections Report.

(a) For each Fiscal Year succeeding the reporting Fiscal Year, the Issuer shall cause, pursuant to written direction, and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, not later than the Annual Collections Report Filing Date, an Annual Collections Report provided to the Dissemination Agent which complies with the requirements specified in this Section 5, provided that the Issuer may provide the Annual Collections Report as part of the Annual Financial Information, if such Annual Collections Report is available when the Annual Financial Information is provided to the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the Annual Collections Report Filing Date, the Issuer shall provide the Annual Collections Report to the Dissemination Agent together with written direction to file such Annual Collections Report with the MSRB. The Dissemination Agent shall provide such Annual Collections Report to the MSRB not later than ten (10) days from receipt of such Annual Collections Report from the Issuer, but in no event later than the Annual Collections Report Filing Date.

If by the fifth (5th) day before the Annual Collections Report Filing Date, the Dissemination Agent has not received a copy of the Annual Collections Report, the Dissemination Agent shall contact the Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Collections Report pursuant to this subsection 5(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Collections Report no later than two (2) Business Days prior to the Annual Collections Report Filing Date; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Collections Report by the Annual Collections Report Filing Date, state the date by which the Annual Collections Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Collections Report or the notice of failure to file, as applicable, to the MSRB, no later than the Annual Collections Report Filing Date; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day prior to the Annual Collections Report Filing Date; or the Issuer will notify the Dissemination Agent in writing that the Issuer will provide or cause to be provided the Annual Collections Report to the MSRB through alternate means. If the Issuer so notifies the Dissemination

Agent, the Issuer will provide the Dissemination Agent with a written report certifying that the Annual Collections Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB prior to the second (2nd) Business Day prior to the Annual Collections Report Filing Date. In the event the Issuer fails to provide the Dissemination Agent with such a report, the Dissemination Agent shall file a notice of failure to file no later than the last Business Day prior to the applicable Annual Collections Report Filing Date.

(b) The Annual Collections Report for the Bonds shall contain, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file by the Annual Collections Report Filing Date, certain financial information and operating data with respect to collection of the Assessments of the general type and in substantially similar form to that shown in the tables provided in Exhibit C attached hereto. Such information shall cover the period beginning the first (1st) day of the Fiscal Year succeeding the reporting Fiscal Year through the Collections Reporting Date. If the State Legislature amends the definition of Delinquency Date or Tax Year, the City shall file notice of such change or changes with the MSRB prior to the next Annual Collections Report Filing Date. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Collections Report. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Collections Report under this Section 5.

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 6, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The sale by the Managing Developer or Tri Pointe of real property within Improvement Area #1 will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, any event described in paragraph (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. For the avoidance of doubt, the issuance of additional bonds, if any, under the Indenture or the incurrence of Additional Obligations without the filing of a corresponding official statement with the MSRB will constitute the incurrence of a material Financial Obligation for which a notice of a Listed Event in accordance with this Section 6 must be filed with the MSRB.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than three (3) Business Days immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event; provided, however, the failure of the Issuer to provide timely written notice to the Dissemination

Agent in accordance with this paragraph shall not constitute a failure of the Dissemination Agent to comply with the MSRB's ten (10) Business Day filing requirement.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 6. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 6 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed in writing by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days following the day on which it receives such written instructions. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, any Owner or beneficial owner of any interests in the Bonds, or any other party as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 7. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent and the Administrator of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Administrator and Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until they receive written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Administrator and Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination

occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 6(a).

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer discharges the Dissemination Agent without appointing a successor Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within thirty (30) days of such discharge. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Wilmington Trust, National Association. The Issuer will give prompt written notice to the Managing Developer, Tri Pointe, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe, as applicable, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe, as applicable. The Dissemination Agent may resign at any time with thirty (30) days' written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer, the Administrator and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer or the Administrator in writing), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5, or 6(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Financial Information or Audited Financial Statements, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(a), and (ii) the Audited Financial Statements for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis

of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information, Audited Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information, Audited Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information, Audited Financial Statements, Annual Collections Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Dissemination Agent (at the written request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement shall not be deemed a default under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe and a default under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe shall not be deemed a default under this Disclosure Agreement.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Managing Developer or Tri Pointe or the failure of the Managing Developer or Tri Pointe to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe, respectively. The obligations of the Issuer under this Section shall survive termination of this

Disclosure Agreement, resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an “obligated person” under the Rule. If the Issuer does not provide the Dissemination Agent with the Annual Financial Information in accordance with Section 3(a) or the Annual Collections Report in accordance with Section 5(a), the Dissemination Agent shall not be responsible for the failure to submit an Annual Financial Information or Annual Collections Report, as applicable, to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 6 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) The Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Administrator’s negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Managing Developer or Tri Pointe to provide information to the Administrator as and when required under the Disclosure Agreement of Managing Developer or Disclosure Agreement of Tri Pointe, respectively. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the

provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit D which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 14. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 15. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 16. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person

or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 18. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement; provided, however, notwithstanding anything herein to the contrary, the Dissemination Agent and Administrator agree that when aggregated their compensation hereunder will not exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code. The Issuer, Dissemination Agent and Administrator hereby certify that this Disclosure Agreement does not have a value that exceeds the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code and is therefore exempt from Chapter 2271.002, Texas Government Code and Chapter 2274, Texas Government Code (as added by Senate Bill 13 and Senate Bill 19 in the 87th Texas Legislative Session).

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator, each respectively, represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent and Administrator, each respectively, understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 20. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby

confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 21. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 22. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

CITY OF DRIPPING SPRINGS, TEXAS
(as Issuer)

By: _____
Mayor

WILMINGTON TRUST, NATIONAL
ASSOCIATION
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL FINANCIAL INFORMATION][AUDITED][UNAUDITED] FINANCIAL
INFORMATION][ANNUAL COLLECTIONS REPORT]**

Name of Issuer: City of Dripping Springs, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2023
(Heritage Public Improvement District Improvement Area #1
Project) (the "Bonds")
CUSIP Nos. [insert CUSIP NOs.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Dripping Springs, Texas, has not provided [Annual Financial Information][[audited][unaudited] financial statements][the Annual Collections Report] for fiscal year ended _____ with respect to the Bonds as required by the Continuing Disclosure Agreement of the Issuer dated as of June 1, 2023, by and among the Issuer, P3Works, LLC, as the "Administrator," and Wilmington Trust, National Association, as "Dissemination Agent." The Issuer anticipates that [the Annual Financial Information][[audited][unaudited] financial statements][the Annual Collections Report] will be filed by _____.

Dated: _____

Wilmington Trust, National Association,
on behalf of City of Dripping Springs, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Dripping Springs, Texas

EXHIBIT B

**CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

ANNUAL FINANCIAL INFORMATION¹

Delivery Date: _____, 20__

CUSIP NOS: [insert CUSIP NOs.]

DISSEMINATION AGENT

Name: Wilmington Trust, National Association
Address: [_____] _____
City: [_____, Texas _____]
Telephone: (____) ____ - ____
Contact Person: Attn: _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

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¹ Excluding Audited Financial Statements of the Issuer.

Section 4(a)(i)(B)

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[] Trust Statements: Audited Unaudited

Accounting Type: Cash Accrual Modified Accrual

Section 4(a)(ii)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AND IN SUBSTANTIALLY SIMILAR FORM PROVIDED IN THE FOLLOWING TABLES AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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Top [Five] Assessment Payers in Improvement Area #1⁽¹⁾

<u>Property Owner</u>	<u>No. of Parcels/Lots</u>	<u>Percentage of Parcels/Lots</u>	<u>Outstanding Assessments</u>	<u>Percentage of Total Assessments</u>
-----------------------	----------------------------	---------------------------------------	------------------------------------	--

⁽¹⁾ Does not include those owing less than one percent (1%) of total Assessments.

Assessed Value of Improvement Area #1 of the District

The [YEAR] certified total assessed value for the land in Improvement Area #1 of the District is approximately \$[AMOUNT] according to the Hays Central Appraisal District.

Foreclosure History Related to the Assessments for the Past Five Fiscal Years

<u>Fiscal Year Ended (9/30)</u>	<u>Delinquent Assessment Amount not in Foreclosure Proceedings</u>	<u>Parcels in Foreclosure Proceedings</u>	<u>Delinquent Assessment Amount in Foreclosure Proceedings</u>	<u>Foreclosure Sales</u>	<u>Foreclosure Proceeds Received</u>
20__	\$		\$		\$
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

<u>Fiscal Year Ended (9/30)</u>	<u>Total Annual Installment Billed</u>	<u>Parcels Levied⁽¹⁾</u>	<u>Delinquent Amount as of 3/1</u>	<u>Delinquent % as of 3/1</u>	<u>Delinquent Amount as of [9/1]</u>	<u>Delinquent % as of [9/1]</u>	<u>Total Assessments Collected⁽²⁾</u>
20__	\$		\$	%	\$	%	\$
20__							
20__							
20__							
20__							

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments (“Installment Payments”). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

<u>Fiscal Year Ended (9/30)</u>	<u>Delinquent % as of 9/1</u>	<u>Parcel Numbers</u>
20__	%	
20__		

History of Prepayment of Assessments for the Past Five Fiscal Years

<u>Fiscal Year Ended (9/30)</u>	<u>Number of Prepayments</u>	<u>Amount of Prepayments</u> \$	<u>Bond Call Date</u>	<u>Amount of Bonds Redeemed</u> \$
20__				
20__				
20__				
20__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTIONS 4(a)(iii) – (vi) OF THE CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER RELATING TO CITY OF DRIPPING SPRINGS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

[Insert a line item for each applicable listing]

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EXHIBIT C

CITY OF DRIPPING SPRINGS, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023
(HERITAGE PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

ANNUAL COLLECTIONS REPORT

Delivery Date: _____, 20__

CUSIP NOSs: [insert CUSIP Nos.]

DISSEMINATION AGENT

Name: Wilmington Trust, National Association
Address: [_____]
City: [_____, Texas ____]
Telephone: (____) ____ - ____
Contact Person: Attn: _____

**SELECT FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO
COLLECTION OF THE ASSESSMENTS COVERING THE PERIOD BEGINNING WITH
THE FIRST DAY OF THE FISCAL YEAR SUCCEEDING THE REPORTING FISCAL
YEAR THROUGH THE COLLECTIONS REPORTING DATE PROVIDED IN
COMPLIANCE WITH SECTION 5(A) OF THE CONTINUING DISCLOSURE
AGREEMENT OF THE ISSUER RELATING TO CITY OF DRIPPING SPRINGS, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2023 (HERITAGE PUBLIC
IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)**

Foreclosure History Related To The Annual Installments⁽¹⁾

Succeeding Fiscal Year	Delinquent Annual Installment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Annual Installment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
20__	\$ _____		\$ _____		\$ _____

(i) Period covered includes October 1, 20__ through March 1, 20__.

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Collection and Delinquency Annual Installments⁽¹⁾

Succeeding Fiscal Year 20__	Total Annual Installment <u>Levied</u> \$	Parcels <u>Levied</u> ⁽²⁾	Delinquent Amount as <u>of 3/1</u> \$	Delinquent <u>% as of 3/1</u> %	Total Annual Installments <u>Collected</u> ⁽³⁾ \$
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⁽¹⁾ Period covered includes October 1, 20__ through March 1, 20__.

⁽²⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽³⁾ [Does/does not] include interest and penalties.

Prepayment of Assessments⁽¹⁾

Succeeding Fiscal Year	Number of <u>Prepayments</u>	Amount of <u>Prepayments</u> \$	<u>Bond Call Date</u>	Amount of Bonds <u>Redeemed</u> \$
---------------------------	---------------------------------	---------------------------------------	-----------------------	---

⁽¹⁾ Period covered includes October 1, 20__ through March 1, 20__.

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EXHIBIT D

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Assessments are due.
February 1	1	Assessments delinquent if not received.
[February 15]	15	<p>Immediately upon receipt, but in no event later than February 15, Issuer forwards payment to Trustee for all collections received, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.</p> <p>Issuer and/or Administrator should be aware of actual and specific delinquencies</p> <p>Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing.</p> <p>Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding [March and September].</p> <p>At this point, if there is adequate funding for [March and September] payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure, in accordance with</p>

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Hays County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

the Hays County Tax Assessor-Collector's procedures².

If there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of the Bond Fund of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the Hays County Tax Assessor-Collector procedures².

March 15

43/44

Trustee pays Bond interest payments to Owners.

Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection rate.

Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent in writing of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or the Reserve Fund.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

July 1

152/153

Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments, in accordance with the Hays County Tax Assessor-Collector procedures².

Preliminary Foreclosure activity commences, in accordance with the Hays County Tax Assessor-Collector procedures², and Issuer to notify Dissemination Agent in writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

² If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Trustee requests that the Issuer commence foreclosure or provide plan for collection and deliver such plan to the Dissemination Agent.

August 15

197/198

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those Owners who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 197/198).

Foreclosure action to be filed with the court, in accordance with the Hays County Tax Assessor-Collector procedures³.

Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status in writing. Dissemination Agent notifies Owners.

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Administrator to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day thirty (30) if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Assessments.

³ If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: June 6, 2023

Agenda Item Wording: **Discuss and consider approval of an agreement for Transfer of Operations from the Dripping Springs Visitors Bureau to the City of Dripping Springs.** *Sponsor: Council Member Parks*

Agenda Item Requestor:

Summary/Background: The Dripping Springs Visitors Bureau is a valuable asset to the City of Dripping Springs. The recommended agreement would have the DSVB board vote to cease operations after Songwriters Festival and later vote to dissolve. The City will have absorbed DSVB operations and employees. All Visitors Bureau expenses will be reimbursed by the current DSVB funds until the funds are fully expended. The current DSVB board will be offered initial board membership.

BENEFITS OF CITY OPERATED VISITOR'S BUREAU

- Provides shared marketing resources to create design elements of banners, website, photography, social media, video, etc.
- The brand of the city complements the messaging and branding we use to attract visitors. The city would continue to use the Destination Dripping Springs brand.
- Tourism is an essential source of job creation and economic activity, an aspect of the city that is vitally important for the city to thrive.
- The city would continue to promote tourism and the VB would serve as ambassadors to connect visitors-guests and the community, which is the DSVB's mission.
- Synergy between events sponsored by city and VB that attract tourism, such as Founders Day, Christmas on Mercer, Songwriters Festival, Dripping With Taste Trail, and Brewers Festival. And we have the

added benefit of manpower to help support them (maintenance, emergency management, volunteering mechanisms, mapping, etc.).

- Consolidation of Film Friendly, Music Friendly, and Bird City information and activities.
- DSRP connection - events there draw tourists.
- Parks are an integral part of attracting visitors, we oversee them, so there's that connection.
- Tourism affects the quality of life for residents and businesses. One of our main goals as city government is to maintain and grow the quality of life for our citizens.
- City currently has marketing expertise in business to consumer marketing, research, and analytics, and more.
- City staff able to help with all aspects of operating VB. This will free up a significant amount of the VB Director's time that can then be focused on primary duties and functions of the VB.
- Increased training opportunities: VB staff will receive training given to City Staff.
- City has a People Department (human resources).
- City has in house legal counsel.
- City Finance Department will assist with budget, and oversee expenses, receivables, and payroll.
- Use of CivicRec software for event and program registrations, sponsorships, and fees.
- Use of Incode Accounting Software to track revenues and expenditures.
- VB financial audit will be conducted as part of city's overall audit.
- City IT Director will oversee IT and provide support services.
- City staff can assist with VB website content creation and maintenance, and social media posts.

- VB will not have to pay for liability insurance since it would be under city's coverage.
- VB will have a reduced liability risk being part of city because it will have liability protections given to cities by law that are not given to other entities.
- VB could have a board, bank account, budget, and operate similar to DSRP Board, Founders Day Commission, or Farmers Market.
- Eliminate duplication of costs for things such as Constant Contact, Survey Monkey, Sign Up Genius, IT services, virtual meeting fees, and Hootsuite.
- City would store items in city facilities that are being stored in paid for storage space.
- City facilities would be available for DSVB use, such as conference rooms, meetings rooms, and special event rooms (occasionally, DSVB asks to use City Council Chambers and conference rooms for meetings, and has rented space at DSRP for events in the past).
- All city benefits eligible to VB employees, see attached summary of benefits: includes medical, dental, vision, basic life and AD & D, workers comp, retirement, holidays, vacation, sick leave, civic leave, bereavement leave, and Tuition Reimbursement Program.
- Continued transparency to the public and additional transparency to the public through compliance with Texas Public Information Act and Texas Open Meetings Act, as applicable.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Approve the Agreement.

Attachments:

Agreement. PSAs for Pam Owens and Bonnie Humphrey

Next Steps/Schedule: Continue transition process through Council action.

**DRIPPING SPRINGS VISITOR BOARD TRANSFER
OF OPERATIONS AGREEMENT**

This Agreement is hereby entered into on the ___ day of _____ 2023, by the **City of Dripping Springs, Texas**, a general-law municipality located in Hays County, Texas (“City”), and the **Dripping Springs Visitors Bureau**, a nonprofit corporation (“Visitors Bureau”).

RECITALS:

WHEREAS, the Board of Directors of the Visitors Bureau will dissolve the 501(c)(3) after legal disposition of all funds; and

WHEREAS, the funds of the Dripping Springs Visitors Bureau are subject to the Internal Revenue Code, Business and Commerce Code, and the Texas Tax Code; and

WHEREAS, City will continue to promote tourism and educate visitors to Dripping Springs about the city’s many venues, businesses, and amenities, and support the needs of area businesses that serve tourism and travel; and

WHEREAS, City will hire the two full-time employee positions; and

WHEREAS, the City will manage marketing, social media accounts, service marks, and all operations; and

WHEREAS, upon the dissolution of the Visitors Bureau, all assets will be transferred to the City; and

WHEREAS, the transfer of operations from the Visitors Bureau to City is in the best public interest.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. Dripping Springs Visitors Bureau Duties

(a) Cease of Operations: The Board of Directors of Dripping Springs Visitors Bureau will vote to cease operations the 501(c)(3) after satisfactory, legal disposition of all funds consistent with the bylaws of the Dripping Springs Visitors Bureau or by December 31, 2023 whichever is sooner.

(b) Dissolution: The Board of Directors of Dripping Springs Visitors Bureau will vote to dissolve the 501(c)(3) after satisfactory, legal disposition of all funds consistent with the bylaws of the Dripping Springs Visitors Bureau. During continued existence of the Bureau, the Board will assist the City with any filings or information needed to perform the duties under the agreement to the extent possible. The City will handle the entirety of Tourism-related operations. The Board will be available to advise and share input upon request.

- (c) **Signatories on Accounts:** Current boardmembers shall remain the signatories on the Visitors Bureau accounts so long as the Visitors Bureau is active and consistent with the bylaws and banking agreements.
- (d) **Transfer of Assets:** All assets shall transfer as allowed by state and federal law and consistent with the bylaws of the Dripping Springs Visitors Bureau. No City Hotel Occupancy Tax funds may be transferred to any entity other than the City of Dripping Springs or a 501(c)(3) that agrees to solely use such funds for the purposes authorized by state law for hotel occupancy tax funds. Any transfer of City Hotel Occupancy Tax will be subject to the state tax requirements and any entity receiving such funds shall enter into a Hotel Occupancy Tax Agreement with the City to monitor the legal use of the funds.
- (e) **Bills:** All expenses of the Dripping Springs Visitors Bureau will be paid by the Visitors Bureau through dissolution. Payments shall not exceed the amount of current funds of the Visitors Bureau and shall not include funds restricted to a specific event or a specific purpose unless the expense is for the purpose of the restricted fund. Determinations related to the payment of expenses shall be made by the City Finance Director in coordination with the President of the Dripping Springs Visitors Bureau.
- (f) **Employees:** The Dripping Springs Visitors Bureau will compensate the City for payroll administration services and employee expenses related to the services provided by the tourism employees to the City. Payments shall not exceed the amount of current funds of the Visitors Bureau and shall not include funds restricted to a specific event or a specific purpose unless the expense is for the purpose of the restricted fund. Determinations related to the payment of expenses shall be made by the City Finance Director in coordination with the President of the Dripping Springs Visitors Bureau.
- (g) **Restricted Funds:** The Dripping Springs Visitors Bureau will provide all information related to restricted funds including hotel occupancy tax funds, grant funds, sponsorships, and other donations to the City of Dripping Springs.
- (h) **Property:** All property currently owned by the Dripping Springs Visitors Bureau, other than funds, will be transferred to the City upon execution of this Agreement.
- (i) **Agreements:** Any agreement or invoice of the Dripping Springs Visitors Bureau will not be assigned to the City of Dripping Springs except by separate written agreement.
- (j) **Records:** The Dripping Springs Visitors Bureau shall transfer all records to the City of Dripping Springs upon execution of this agreement.

2. City of Dripping Springs Duties:

- (a) **Current Full-time Employees:** The City will hire the two (2) full-time employees.
- (b) **Social Media:** The City will manage all social media and website accounts in the control of the Visitors Bureau.

- (c) **Initial Board Membership:** The current Board of Directors for the Visitors Bureau will be offered initial board membership starting July 1, 2023.
- (d) **Dissolution and Transfer Assistance:** The City Attorney and Finance department will assist the board with dissolution and transfer of assets.
- (e) **Funds:** Any amounts transferred or paid to the City by the Visitors Bureau will be used solely as allowed by the Texas Tax Code as it relates to Hotel Occupancy Tax and the Internal Revenue Code as it relates to tax exempt funds.
- (f) **Restricted Funds:** The Dripping Springs Visitors Bureau and City will cooperate to ensure any restricted funds are appropriately transferred including cooperation with one or more 501(c)(3)s to ensure proper disposition of funds.
- (g) **Records:** The City of Dripping Springs shall maintain all records of the Dripping Springs Visitors Bureau for the extent of the City's Record Retention Policy or for three (3) years upon the execution of this agreement, whichever period is longer.
- (h) **Filings:** The City will work with the Dripping Springs Visitors Bureau and their accountant to ensure that all required state and federal filings are done in a timely manner during the existence, active or dormant, of the Bureau.

3. Notification

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the following locations:

For the City:

City of Dripping Springs
 Attn: City Administrator
 PO Box 384
 Dripping Springs, TX 78620

For the Visitors Bureau

Dripping Springs Visitors Bureau
 Attn: President
 PO Box 206
 Dripping Springs, TX 78620

4. Assignment or Delegation

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.

However, nothing in this Agreement shall prohibit the Visitors Bureau from participating with other city, regional, or state tourism programs or to contract for joint promotion with other agencies.

5. Controlling Law & Venue

This Agreement shall be subject to the laws and statutes of the State of Texas. It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control. The venue for any legal disputes arising under this Agreement shall be Hays County.

6. Absence of Indemnification

Each party to this Agreement shall be solely responsible and liable for the acts, errors, and omissions of its officers, agents, and employees, and for any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the party's own operations carried out in furtherance of this Agreement. No indemnification of one party by the other party is intended or shall be implied by this Agreement.

7. Termination of Prior Agreements

Certain agreements between the City of Dripping Springs and the Dripping Springs Visitors Bureau are terminated upon execution of this Agreement including:

- (a) **Hotel Occupancy Tax Program Funding Agreement** entered into on or about the 15th day of November other than the provisions requiring an accounting of all expenditures.
- (b) The **Amendment to the Hotel Occupancy Tax Grant Program Funding Agreement** entered into on or around December 2021 other than the provisions requiring an accounting of all expenditures.
- (c) **Agreement for Inclusion in City Health Coverage Program**, other than guaranteeing health coverage for DSVB employees until the employees become employees and obtain insurance through the City of Dripping Springs.
- (d) **Commercial Lease Agreement for the Dear Hall Office Spaces**. The lease terminates on June 1, 2023 in order to provide sufficient time to move any property of the DSVB and its current or former employees.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties, relative to the City's absorption of the Visitors Bureau assets and full-time employees.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

[signature page follows]

CITY OF DRIPPING SPRINGS:

**DRIPPING SPRINGS VISITORS
BUREAU:**

Bill Foulds, Jr., Mayor

Kirtan Patel, President

ATTEST:

ATTEST:

Andrea Cunningham, City Secretary

Signature

Printed Name and Title



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: June 6, 2023

Agenda Item Wording: **Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Pam Owens for coordination of the Songwriters Festival. Sponsor: Council Member Parks**

Agenda Item Requestor:

Summary/Background: During the transition of operations and assets from the Dripping Springs Visitors Bureau Pam Owens has offered to manage the Songwriters Festival. She will be paid \$8,000 to run the event. One thousand has already been paid by the Visitors Bureau, the City will pay the remainder and be reimbursed by the DSVB. She will follow the City’s Purchasing Policies and the City will pay all expenses, but be reimbursed from the DSVB while it winds down. Lisa Sullivan, Peoples and Communications Director, will manage the project for the City. The PSA is only for the 2023 Songwriters Festival.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the PSA contingent on approval of the Transfer of Operations Agreement.

Attachments: PSA for Pam Owens. Transfer of Operations Agreement.

Next Steps/Schedule: Continue transition process through Council action.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the _____ day of _____, 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Pam Owens**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Songwriters Festival Event Coordinator proposal.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A” including budgeting, planning, and running the 2023 Songwriters Festival. The Contractor will report directly to the People & Communications Director or to the Director’s designee. The Contractor will also include People & Communications Director or the Director’s designee on committee and other meetings. The Budget for the Event will be set by the City of Dripping Springs in coordination with the People & Communications Director and the Contractor. The Contractor shall adhere to the Budget and expenses in excess of the Budget must be approved in writing by the City before being expended.
3. **Attachment:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein

Attachment A: Songwriters Festival Event Proposal

4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed seven thousand dollars (\$7,000). The Contractor will be paid one thousand dollars (\$1,000) monthly on the 15th of the month starting on June 15th and continuing through December 15, 2023.
5. **Duration:** The work will be commenced on or before May 15, 2023 and completed by November 15, 2023. This Agreement shall be in effect through December 15, 2023, unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
6. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
7. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
8. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor’s employees.
9. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the

Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

10. Assignment: Contractor’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

11. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620
512-858-4725

For the Contractor:

Attention: Pam Owens

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment “A”, this Agreement shall prevail.

13. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

14. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

16. Applicable Law: The laws of the State of Texas shall govern this Agreement.

17. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

18. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

19. Site Access and Safety. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

CONTRACTOR

Michelle Fischer, City Administrator

Date

Date

ATTACHMENT A

ATTACHMENT B



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: June 6, 2023

Agenda Item Wording: **Discuss and consider approval of a Professional Services Agreement with Bonnie Humphrey for accounting services for the Dripping Springs Visitors Bureau. Sponsor: Council Member Parks**

Agenda Item Requestor:

Summary/Background: During the transition of operations and assets from the Dripping Springs Visitors Bureau Bonnie Humphrey has offered to assist with the transition accounting for the transition. Shawn Cox, Interim Deputy City Administrator/Finance Director, will manage the project for the City. She will be compensated at \$120 an hour.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the PSA contingent on approval of the Transfer of Operations Agreement.

Attachments: PSA for Pam Owens. Transfer of Operations Agreement.

Next Steps/Schedule: Continue transition process through Council action.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the _____ day of _____, 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Bitwise Consulting**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Bookkeeping Services proposal.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A” including bookkeeping services for the Dripping Springs Visitors Bureau. The Contractor will report directly to the Finance Director or the Director’s designee.
3. **Attachment:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein

Attachment A: Bitwise Consulting Proposal – (City is accepting DSVB Proposal)

4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, \$120 per hour starting on execution of this Agreement.
5. **Duration:** The work will be commenced on or before June 15, 2023 and will finish on or before June 14, 2024. This Agreement shall be in effect for twelve months. Contractor shall start work immediately after the execution of this Agreement.
6. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
7. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
8. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor’s employees.
9. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

- 10. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 11. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
 City of Dripping Springs City
 P.O. Box 384
 Dripping Springs, TX 78620
 512-858-4725

For the Contractor:

Attention: Bonnie Humphrey
 Bitwise Consulting

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 12. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.
- 13. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 14. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 16. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 17. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 18. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 19. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for

its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

CONTRACTOR

Michelle Fischer, City Administrator

Bonnie Humphrey, Bitwise Consulting

Date

Date

ATTACHMENT A

ATTACHMENT B



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

Submitted By: Shawn Cox, Interim Deputy City Administrator

Council Meeting Date: Tuesday, June 6, 2023

Agenda Item Wording: **Discuss and consider approval of a Master Professional Services Agreement between the City of Dripping Springs and Deckard Technologies, Inc. for the Rentalscape Platform.** *Sponsor: Council Member Sherrie Parks.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background:

Historically, the City of Dripping Springs has utilized numerous avenues to identify and bring into compliance Short Term Rentals (STRs) operating in the City Limits and Extraterritorial Jurisdiction (ETJ). STRs, like any hotel, motel, or inn, are required to pay a seven percent (7%) Hotel Occupancy Tax to the City. The identification of these STRs has primarily been done through monitoring of online reservations sites. Currently, this is being done by a City employee who reviews these sites and ensures the owners/operators of the STR are aware of the Hotel Occupancy Tax reporting requirements, tracks the filing of reports, and assists in code enforcement for violations. While the larger, more popular sites (such as VRBO or Air B&B) are known, it is estimated that there may be over 10,000 of the sites available for STRs to utilize for bookings. The sheer number makes it extremely difficult for one employee to monitor it all.

Administration recently began discussing solutions with other entities in the area to see how they address these issues. From these discussions the City was introduced to Deckland Technologies which offers STR inventory, compliance, and analytic services through its Rentalscape software. Currently, the City estimates there are 130+ STRs operating within the City Limits and ETJ. After a quick review, Deckland Technologies was able to identify an estimated 220 properties operating.

Utilizing Rentalscape, the City would be able to identify these and any newly operating properties, provide outreach, and ensure compliance with the City's ordinances. Compliance is the City's primary goal. STRs are required to pay hotel occupancy taxes to the city. Funds collected are utilized by the City for numerous reasons including tourism promotion, operation of the Visitors Center, and partial funding of the Ranch Park event center. These funds go a long way in promoting the City and ensuring it is a place people want to visit.

City Administrator Michelle Fischer, Interim Deputy City Administrator Shawn Cox, People & Communications Director Lisa Sullivan, and Utility Billing Clerk/Administrative Assistant Amy Kappler participated in a demonstration of the Rentalscape platform. Amy Kappler also spoke with several cities using the platform and received enthusiastic recommendations for using it.

The proposed Professional Services Agreement (PSA) is for one year initially but can be automatically renewed if the City is satisfied with the provided services. The annual cost for the services is \$8,000.00 and includes identification, monitoring, reporting and outreach. Funding for this is provided through the Hotel Occupancy Tax Fund. It is expected to take a month to get the platform operational for the City.

Commission Recommendations: N/A

Recommended Council Actions: Staff recommends approval of this PSA

Attachments:

- PSA Deckland Technologies

Next Steps/Schedule: If approved execute PSA.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the [REDACTED] day of [REDACTED], 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Deckard Technologies, Inc.**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Deckard Technologies provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform assisting with tracking of short term rental properties.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A”.
3. **Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein
 - a. Attachment “A” Deckard Technologies Scope of Work
4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, as outlined in Attachment “A” but not to exceed eight thousand dollars (\$8,000) unless an additional amount is approved in writing. Invoices will be submitted monthly, and payment is due within 30 days of the City’s receipt and approval of the invoice. City will pay the annual subscription fees within 30 days of receipt of invoices from Contractor.
5. **Duration:** This Agreement shall be in effect for a period of one year (12 months), and renewed automatically, unless terminated as provided below or if all work associated with the Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
6. **Termination:** Either party may terminate this Agreement by a sixty (60) day written notice.
7. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.
8. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party’s satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days’ notice to the other party.
9. **Employees:** Contractor employees, if any, who perform services for City under this

Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

- 10. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
- 11. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. The Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
- 12. INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.
- 13. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
- 14. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
 City of Dripping Springs
 P.O. Box 384
 Dripping Springs, TX 78620

For the Contractor:

Attention: Nickolas R. Del Pego, CEO
 Deckard Technologies, Inc.
 1620 Fifth Ave Suite 400
 San Diego, CA 92101

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received five (5) days after deposit in U.S. mail.

- 15. Media and/ or Logo Use:** Any and all uses of the City's logo on websites, marketing materials and advertisements must be approved by the City through a separate written permission.

- 16. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment “A”, this Agreement shall prevail.
- 17. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 18. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 19. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 20. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 21. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 22. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 23. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

DECKARD TECHNOLOGIES.

Michelle Fischer, City Administrator

Nickolas R. Del Pego, CEO

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

ATTACHMENT A
STATEMENT OF WORK

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and the City of Dripping Springs, TX dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the City of Dripping Springs in the State of Texas based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and

1.11. List the permit history of each property offering STRs in the Designated Geography.

2. Designated Geography. The City of Dripping Springs, TX and responsible Extra Territorial Jurisdiction as given to Deckard for proposal dated May 26th, 2023

3. Reporting Period. Reports available in the Rentalscape Platform throughout the year.

4. Fees; Payments.

4.1. Annual Software Subscription: \$5500 (compliance monitoring and rental activity based on \$25 per property that is listed in Rentalscape as an identified STR). We approximate 220 properties by the end of year one as being Monitored in Rentalscape. Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in the first three years. These increases may be reflected in years 4 and beyond.

4.2. Annual Property Identification: \$0 (based on an estimated 70 new properties identified in the first year). Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in years one through three. These increases may be reflected in years 4 and beyond.

4.3. Outreach Campaign: \$2500 Three letter campaign to inform and encourage property owners to become compliant with the Registration Process. Client will have Outreach Campaign for the first year and will have the option to continue in years two and three.

4.4. Optional Expert Services upon Request by the City/County are available at \$250 per hour.

4.5. Maximum Price: In no event will the total subscription fees, for the stated scope of work, in the first three years exceed \$8,000.

4.11. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.



Rob Piskorowski
Sales Director
(586) 215-3934
rob@deckard.com

MAY 26, 2023

PRICE PROPOSAL

for the
City of **Dripping Springs**, TX

SHORT-TERM RENTAL ("STR") INVENTORY, COMPLIANCE & ANALYTIC SERVICES

presented by



engineered by



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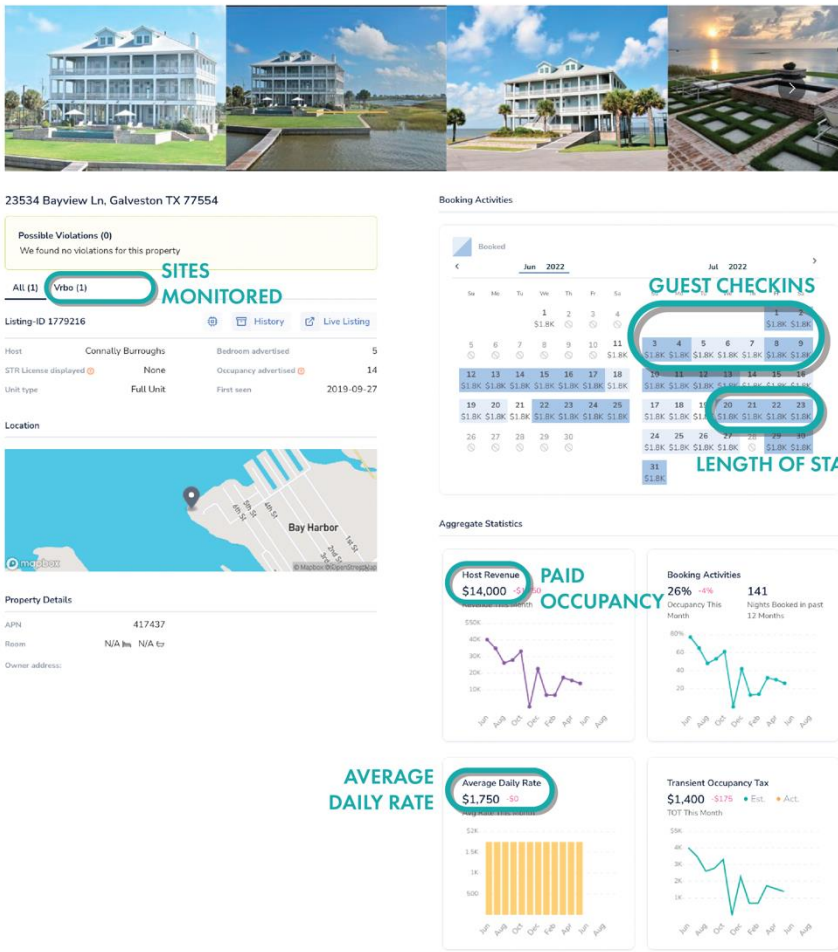
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EXECUTIVE SUMMARY

Rentalscape Short Term Rental ID & Monitoring Platform

Deckard Technologies utilizes data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes. To accurately track activity within the City of Dripping Springs, the Rentalscape platform identifies the exact address of the STR listings within the City limits, enabling accurate display of STR activity within the City and within community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact location of STR properties enables compliance, enforcement, tax collection and complaint management activities.



About Rentalscape

Deckard's Dashboard management platform for STR will discover, identify, **and efficiently present all STR activity in the City of Dripping Springs, using unique technical capabilities such as its proprietary future booking detection software, automatic non-compliance recognition, industry-best address identification**

Rentalscape is the only platform that shows upcoming rentals and bookings as they occur within 24 hours of the reservation being made.

This allows Rentalscape users to reach out to owners and hosts who are unlawfully renting and address any issue



relating to these future rentals long before guests arrive, thereby eliminating disturbances, neighbor complaints and other common issues that often arise from illegal rentals.

Rentalscape maintains a database of every booking and stay made on all major platforms. Our system contains information dating back to late 2019 for every STR in the City of Dripping Springs. All data can be viewed interactively on the Rentalscape portal with unlimited user access and downloaded on demand in Microsoft Excel format.

Rentalscape dashboard map view shows the exact location of all STR activity, includes districts as defined by the City and displays individual property information and aggregate statistics on a per district basis.

Rentalscape presents detailed STR activities including the precise address, owner information, booking history, availability and more. For each individual booking, the platform provides the actual date the reservation was made as well as the start and end date of each booking, ensuring that the City is able to distinguish back-to-back bookings. These insights are not possible to achieve by simply viewing the listings itself.

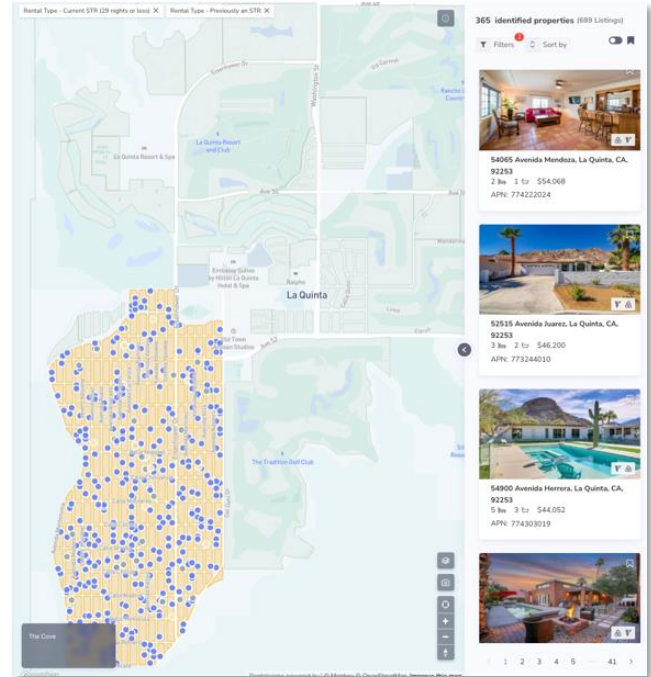


FIGURE 2: Rentalscape Map

In Summary

In every jurisdiction in which we are providing service we have increased compliance and improved tax collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We have in-house property appraisers and STR property managers. We also regularly consult with City staff to ensure we are always up to date with the latest STR best practices. Our systems come with unlimited user access and unlimited end-user training. Our customers give testimonials regarding the ease of use of our systems and vastly superior level of customer service when compared to other providers in the market.

REFERENCES

We believe that continuous innovation is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

REFERENCES

- City of Galveston, TX
 Bryson Frazier, CHIEF FINANCIAL OFFICER
 bfrazier@galvestonparkboard.org
 409-797-5137
 Rentalscape, Registration/Permit Portal, Tax Portal, 24/7 Complaint & Online Form
- City of Nacogdoches, TX
 Sherry Morgan, EXECUTIVE DIRECTOR
 sherry@visitnacogdoches.org
 936-564-7351
 Rentalscape
- City of Boerne, TX
 Larry Woods, VISIT BOERNE DIRECTOR
 larry@visitboerne.org
- 830-249-7277
 Rentalscape
- City of Fort Worth, TX
 Kiphani Allen, ASST. CITY MANAGER
 kiphani.allen@fortworthtexas.gov
 817-392-8980
 Rentalscape
- City of Grapevine, TX
 Erica Marohnic, DIRECTOR OF PLANNING SERVICES
 marohnic@grapevietetexas.gov
 817-410-3155
 Rentalscape

PROPOSED PRODUCTS

THE RENTALSCAPE PORTAL

The Rentalscape portal is a cloud-based system for City staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the City going back at least 12 months. We use US Census data to identify City limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the City until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the City, but the actual location of the property once address identified is inside the City. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the City of Dripping Springs ordinance

Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. PDF copy of each listing, as well as a history of all previous versions of the listing, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

Rentalscape is configured to match the City's ordinance and is capable of flagging violations following the City's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term booking, and are subsequently missed by these other vendors as violating the City ordinance. Rentalscape continuously



monitors every listing every day including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.



Rentalscape includes a **Dashboard** that provides an overview of all STR activity in the City. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners as seen below. Please note that some charts will not be activated until we go live in the City of Dripping Springs.

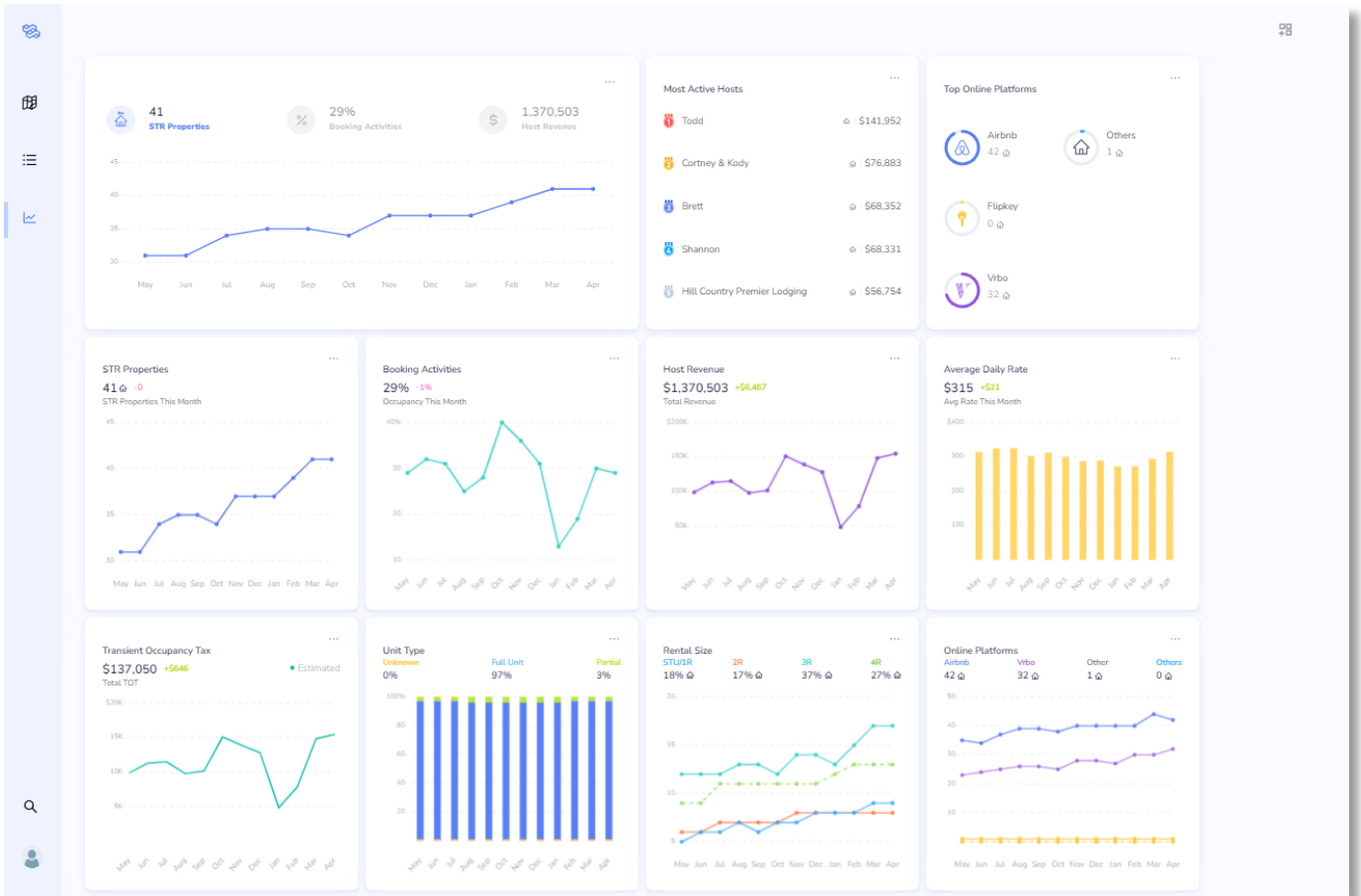


FIGURE 3: Rentalscape the City of Dripping Springs Dashboard Example

IMPLEMENTATION & TRAINING

Implementation is on your timeline!! Upon Contract signing, Deckard will assign the City of Dripping Springs a Dedicated Account Manager, who will work with the City to develop "best practices" based on Deckard's experiences with other clients. The account manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The account manager will also participate in periodic calls with City staff as requested.

And since Rentalscape is Cloud Based, no hardware or software is installed!

Most jurisdictions have been up and running with Rentalscape within a couple weeks with Address Identification complete within 4 weeks of receipt of the permit and listing data.

Sample Timeline

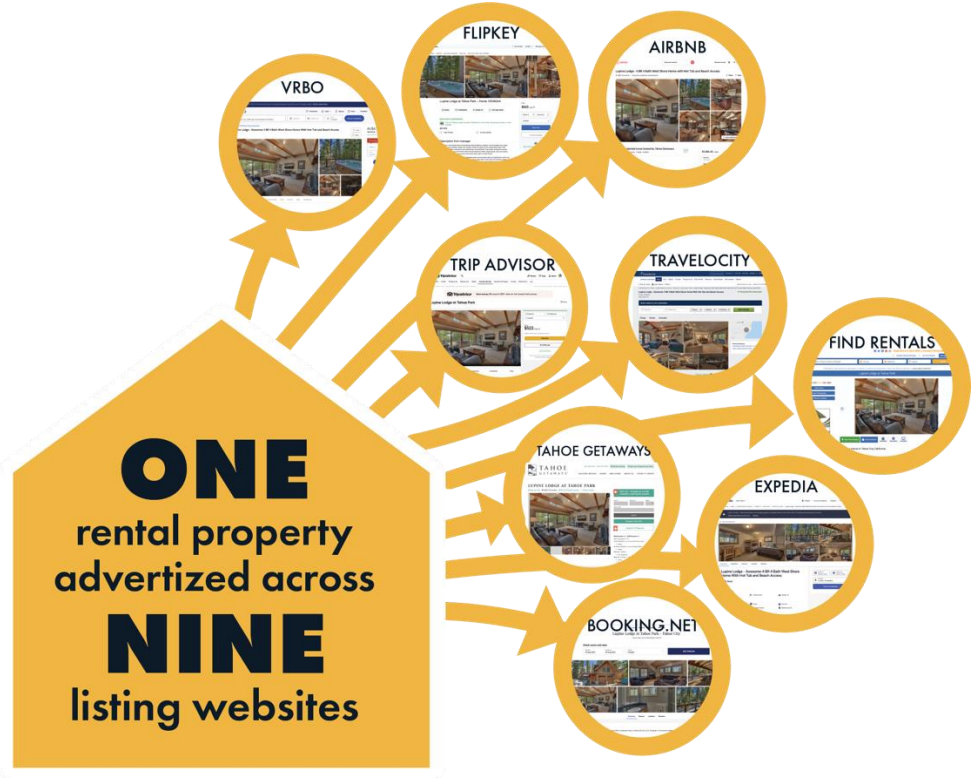


FIGURE 4: Sample Timeline for Rentalscape

PRICING PROPOSAL

Currently, Rentalscape is showing close to **400 live STR listings in the City of Dripping Springs**. Based on the number of live STR listings, we estimate there are **220+ short-term rental properties in the City**, advertised on one or more platforms.

While other providers charge a recurring identification fee annually, Deckard Technologies only charges an identification fee once when the property is initially identified. In addition, we only charge fees on a per property, not per listing, basis. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.





IDENTIFICATION, MONITORING & REPORTING	PRICE
<ul style="list-style-type: none"> Estimated 220 properties monitored Identify property address Identify property owner address 10,000+ Websites monitored Daily, worldwide Daily Monitoring of all Calendar Activity Real-time Reporting of all New Listings FutureCast™ - Identify future bookings as they are made on the rental platform Automatic identification of violations 	\$5500 ANNUALLY
OUTREACH CAMPAIGN	
<ul style="list-style-type: none"> Letter campaign to inform STR owners/hosts about tax requirements and procedures All letter templates will receive City approval pre-campaign Campaign includes one Introductory letter and two additional escalation letters 	\$2500 (OPTIONAL)
STR REGISTRATION PORTAL	
<ul style="list-style-type: none"> Online, intuitive portal for registration and renewal Fields customizable to meet City needs Pursue delinquent payments from hosts Provide daily reports on new and modified permits 	\$5000 (OPTIONAL)
TAX PAYMENT PORTAL	
<ul style="list-style-type: none"> Easy to use online tax payment portal Configurable tax, late fee and interest rates on a per-property basis Provide daily reports on tax payments and remittances to the City 	\$5000 (OPTIONAL)
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
<ul style="list-style-type: none"> 24/7 US based bi-lingual Call Center with live agents Online complaint form (Complaint Form only \$1,000) 	\$3500 (OPTIONAL)
CONSTITUENT PORTAL	
<ul style="list-style-type: none"> Public facing portal (Link placed on Jurisdiction's website) Permit Data and Responsible Party contact info for STR Property (Standard) 	\$5000 (OPTIONAL)
REPORTING & ANALYSIS	
<ul style="list-style-type: none"> On Demand, Dynamic reporting, offering multiple ad hoc reports Filters allowing users to focus on specific segments of the STR population 	INCLUDED
DEDICATED ACCOUNT MANAGER	
<ul style="list-style-type: none"> Single Point of Contact for City staff for all matters Ensures the City is following Industry best practices Shepherds the implementation process from start to finish Periodic meetings/calls throughout the life of the account 	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
<ul style="list-style-type: none"> No limit on the number of Rentalscape user accounts No per-session training costs 	INCLUDED
TOTAL YEAR ONE	\$5500

NOTE – Pricing valid for 90 days

NOTE 2 – Co-operative contracts available. Additional Information available upon

OPTIONAL PRODUCTS

STR Registration and Renewal Portal is a configurable system that is customized for each client branding, custom fields such as occupancy rules specific to the City (e.g., occupancy limits, bedroom counts), collection of documents as required for the STR registration process, STR registration approval portal, configurable STR permit pricing and expiration, collection of any STR permit fees, regular reporting, allows for renewals and updates.

24/7 Complaint Line & Online Form is available for fielding complaints raised by the public related to short-term rentals. The Complaint Line is a 24/7 Live US based Call Taker environment. The Call Taker collects the appropriate information (ie address, property owner, type of incident, date of incident, etc) and contacts the designated City contact. Rentalscape Online Complaint Form is also included. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is customized with your logo. All complaints are logged and reported to the appropriate staff/department.

Tax Payment Portal can be utilized to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system collects information regarding the number of nights available for booking, and the number of nights booked. The system is customized for each jurisdiction and includes automatic calculation of tax due based on the City's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees should it be required. The Rentalscape Tax Payment system utilizes Stripe payment processing that allows for payment by credit card or by ACH payments. Payments are directly remitted to the City. The system generates nightly reports that are delivered to the City allowing for easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Letter Campaign for STR Hosts - Rentalscape will create and send letters to all Identified STR hosts, explaining the tax requirements, current rate, and payment process. The letter templates will be approved by the City staff prior to beginning the mailings. Rentalscape's targeted letter campaign, timed to generate best results, have shown great efficacy in cutting the number of unregistered hosts by over 50% within the first six months of a new client engagement.

STR Constituent Portal – The Constituent Portal is an interactive public online map for publication of all registered short-term rentals within the City. The exact information on the map can be configured to meet the City's needs and includes information such as the property owner and



emergency contact information. The portal is branded with the City's information and can include links to systems such as the short-term rental registration system.



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: June 6, 2023

Agenda Item Wording: **Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Architexas for full architectural services for the Stephenson Building and authorization for staff to issue a Notice To Proceed on Task Order #1 (Design Development).** *Sponsor: Council Member Sherrie Parks.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: Architexas completed the updated feasibility study and cost estimates for the Stephenson Building and presented them to City Council. The next tasks in the project are the design development, construction documents, and permitting/bidding and construction administration. Architexas submitted a proposal for these tasks, worked with staff to refine the proposal, and a professional services agreement was drafted.

Task Order #1, design development, is \$100,675 and will take approximately 8 weeks. Task Order #2, construction documents, is \$110,250 and will take approximately 9 weeks. Task Order #3 permitting/bidding and construction administration is \$77,500 and will take approximately 6 months. The proposal also includes \$3,500 in reimbursable expenses. This fiscal year there is approximately \$200,000 left in the budget line item for this project. We can get Task Order #1 and most of Task Order #2 completed this fiscal year, which lines up with the timeline well.

Staff is seeking City Council approval of the Professional Services Agreement and authorization to issue a Notice To Proceed on Task Order #1 (Design Development).

At the end of the Design Development Phase, Architexas will give presentations to the Historic Preservation Commission and TIRZ Board, and to the City Council on the progress of the design, and a real, detailed cost estimate. At that time, if agreeable, we will seek City Council authorization to proceed with Task Order #2 (Construction Documents), yielding another “check point” and look at a refined Design & Cost Estimate at the end of that phase, before City Council authorizes the project to be let out for Construction Bids.

Costs would be well understood and agreed on, and Construction funding would have to be lined-up before going ahead with bids. But this architectural work allows us to get to that decision point.

Commission Recommendations: Historic Preservation Commission supported this project in their FY 2024 Budget Recommendation and the TIR Board made this project a priority project.

Recommended Council Actions: Staff recommends approval of the Professional Services Agreement and authorization to issue a Notice To Proceed on Task Order #1 (Design Development).

Attachments: Professional Services Agreement and Architexas Proposal.

Next Steps/Schedule: If approved, execute PSA and issue Notice To Proceed with Task Order #1.

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of _____ 2023, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Architexas** (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. Description of Services: The City and Contractor agree to the following:

- (a) Contractor shall provide full architectural services to the City of Dripping Springs for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs as described in Attachment “A”.
- (b) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Contractor shall perform other related duties as needed.

2. Scope of Work: Contractor will provide full architectural services to the City and all work as described in Attachment “A”. Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.

3. Ownership of Documents: Any documents created for the City shall become the property of the City. Any section in Attachment “A” to the contrary is preempted by this Agreement. All portions of the proposal are considered by the Contractor to be trade secrets and proprietary information for purposes of the Texas Public Information Act. If any document related to the Contractor’s proposal is requested, Contractor will be contacted as required by law. Any final draft or document created by the Contractor that is adopted by the City, other than this proposal, shall not be considered proprietary or a trade secret.

4. Schedule: The schedule shall include completion of the tasks as outlined in Attachment

“A”. Work for each Task Order will be started once each Task Order is approved by Council and a written Notice to Proceed is issued by the City Administrator or the Administrator’s Designee.

- 5. Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Attachment “A”. The cost shall not exceed two hundred eighty-eight thousand four hundred twenty-five dollars (\$288,425) plus up to three thousand five hundred (\$3,500) in reimbursable expenses. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.
- 6. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 7. Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 8. Termination:** Either party may terminate this Agreement at any time with written notice to the other party. In the event of termination, payment shall be made as described in Attachment “A”.
- 9. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage as listed in Attachment “B”.
- 10. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against the City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents. Liability of the Contractor is limited to the limits of insurance provided by Contractor in Attachment “B”. Any section to the contrary in Attachment "A" is preempted by this Agreement.
- 11. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City except as provided for, and with the protections, described in Attachment "A".
- 12. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:

Architexas
Attn: Larry Irsik, AIA, Senior Principal
2900 S. Congress Avenue, Suite 200
Austin, TX 78704
(512) 444-4220

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 13. Law & Venue:** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas. Non-Binding mediation shall be the first dispute resolution as described in Attachment "A".
- 14. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also **fill** out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 15. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 17. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. If this Agreement conflicts with Attachment "A", this Agreement controls. This Agreement supersedes any prior written agreements between the parties.

CLIENT:

City Of Dripping Spring

Michelle Fischer, City Administrator

Date

CONTRACTOR:

Architexas

Larry Irsik, AIA, Senior Principal

Date

Attachment A

ARCHITEXAS PROPOSAL

Attachment B

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS

Contractor providing services for the City of Dripping Springs (City) shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualifications: All insurance companies providing the required insurance shall be authorized to transact business in Texas and ranked at least "A: by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverage shall be submitted to the City. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract and Amount of Insurance:

1. Statutory Workers Compensation insurance as required by state law.
2. Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
3. Automobile Liability with a minimum of \$500,000 per combined single limit.
4. Professional Services Professional Liability Insurance with a minimum of \$1 million per occurrence and \$1 million aggregate.



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Interim Deputy City Administrator 

Date: June 6, 2023

RE: FY 2023 Proposed Budget Amendment #3

DSRP Fund:

Revenues:

- TXF from HOT has increased **\$40,000.00** (From \$395,000.00 to \$435,000.00)
 - These additional HOT revenues are being proposed to offset the additional costs related to the Drainage Project.

Expenditures:

- Improvements has increased **\$40,000.00** (From \$345,000.00 to \$385,000.00)
 - Bids for the second phase of the DSRP drainage project came in higher than expected. This proposed increase will provide adequate funding for the project, which is being presented to Council on June 6th for consideration. Due to the additional HOT revenues, there is no impact on the ending fund balance for FY 2023.

HOT Fund:

Revenues:

- Balance Forward has increased **\$43,901.05** (From \$439,566.31 to \$483,467.36)
 - Revenues and expenditures for FY 2022 were better than projected, providing for a larger balance forward for FY 2023.
- Hotel Occupancy Tax has increased **\$100,000.00** (From \$700,000.00 to \$800,000.00)
 - Based on HOT funds received to date and historical quarterly payments, it is anticipated that at least \$800,00.00 will be received in HOT funds for FY 2023.
- Interest has increased **\$9,760.00** (From \$240.00 to \$10,000.00)
 - The budgeted interest revenues were calculated prior to our bank's resolution to the account's interest accrual issues. Though April, \$7,732.87 has been received for FY 2023. This includes back interest owed.

Expenditures:

- TXF to Event Center has increased **\$40,000.00** (From \$395,000.00 to \$435,000.00)
 - These proposed additional expenditures are being requested to fund the second phase of the DSRP's drainage project mentioned above. Based on the increased revenues and additional expenditures the

ending fund balance in the HOT Fund is anticipated to increase \$113,661.05 from \$87,1
\$200,805.03.

Item # 15.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2023-_____

BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2022-2023 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2022-2023; and

WHEREAS, the City has had a need to adjust line items in the Dripping Springs Ranch Park and Hotel Occupancy Tax Funds; and

WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

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

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2022-2023 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs’ budget for Fiscal Year 2022-2023 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

Dripping Springs Ranch Park Fund:

Revenues:

- TXF from HOT has increased **\$40,000.00** (From \$395,000.00 to \$435,000.00)

Expenditures:

- Improvements has increased **\$40,000.00** (From \$345,000.00 to \$385,000.00)

Hotel Occupancy Tax Fund:

Revenues:

- Balance Forward has increased **\$43,901.05** (From \$439,566.31 to \$483,467.36)
- Hotel Occupancy Tax has increased **\$100,000.00** (From \$700,000.00 to \$800,000.00)
- Interest has increased **\$9,760.00** (From \$240.00 to \$10,000.00)

Expenditures:

- TXF to Event Center has increased **\$40,000.00** (From \$395,000.00 to \$435,000.00)

3. REPEALER

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

4. SEVERABILITY

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

5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 6th day of June 2023 by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

FY 2023
AdoptedFY 2023
AmendedFY 2023
Proposed
Amendment #3**CITY - GENERAL FUND****Balance Forward**

4,408,438.85 4,408,438.85

Revenue

AD Valorem	2,559,204.88	2,559,204.88
AV P&I	4,000.00	4,000.00
Sales Tax	3,800,000.00	3,800,000.00
Mixed Beverage	75,000.00	75,000.00
Alcohol Permits	6,852.50	6,852.50
Fire Inspections	50,000.00	50,000.00
Bank Interest	50,000.00	50,000.00
Development Fees:		
- Subdivision	890,750.00	890,750.00
- Site Dev	400,000.00	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00
Transportation		
Solid Waste	45,000.00	45,000.00
Health Permits/Inspections	75,000.00	75,000.00
Municipal Court	1,000.00	1,000.00
Other Income	40,000.00	40,000.00
TXF from Capital Improvements		
TXF DSRP On Call	10,400.00	10,400.00
TXF from HOT	2,404.33	2,404.33
TXF from WWU	4,066.66	4,066.66
TXF from TIRZ		
FEMA		
CARES Act		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-
Total	13,987,117.23	13,987,117.23

Expense

Supplies	30,000.00	30,000.00
Office IT Equipment and Support	105,890.00	113,690.00
Software Purchase, Agreements and Licenses	218,759.00	265,318.00
Website	6,625.00	6,625.00
Communications Network/Phone	36,830.84	36,830.84
Miscellaneous Office Equipment	6,000.00	6,000.00
Utilities:		
- Street Lights	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00
- Office Electric	5,500.00	5,500.00
- Office Water	650.00	650.00
- Stephenson Electric	1,500.00	1,500.00
- Stephenson Water	500.00	500.00
Transportation:		
- Improvement Projects	1,096,332.00	1,096,332.00
- Street & ROW Maintenance	204,050.00	204,050.00
- Street Improvements	693,707.99	693,707.99
Office Maintenance/Repairs	18,510.00	18,510.00

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Stephenson Building & Lawn Maintenance	6,000.00	6,000.00		
Maintenance Equipment	97,500.00	97,500.00		
Equipment Maintenance	5,500.00	5,500.00		
Maintenance Supplies	5,100.00	5,100.00		
Fleet Acquisition	50,000.00	50,000.00		
Fleet Maintenance	44,180.00	44,180.00		
City Hall Improvements	500,000.00	500,000.00		
Uniforms	12,320.00	12,320.00		
Special Projects:				
- Family Violence Ctr	7,000.00	7,000.00		
- Lighting Compliance	2,000.00	2,000.00		
- Economic Development	5,000.00	5,000.00		
- Records Management	1,220.00	1,220.00		
- Government Affairs	60,000.00	60,000.00		
- Stephenson Parking Lot Improvements				
- Stephenson Building Rehabilitation	210,000.00	210,000.00		
- OFR Grant Writer	-	-		
- Planning Consultant	250,000.00	250,000.00		
- Land Acquisition	10,000.00	10,000.00		
- Downtown Bathroom	200,000.00	200,000.00		
- City Hall Planning	30,000.00	30,000.00		
Public Safety:				
- Emergency Management Equipment	45,690.00	45,690.00		
- Emergency Equipment Fire & Safety	611.00	611.00		
- Emergency Mgt PR	2,000.00	2,000.00		
- Emergency Equipment Maintenance & Service	11,702.00	11,702.00		
- Emergency Management Other	30,000.00	30,000.00		
- Animal Control	3,400.00	3,400.00		
Public Relations	5,200.00	5,200.00		
Postage	3,200.00	3,200.00		
TML Insurance:				
- Liability	25,000.00	25,000.00		
- Property	41,000.00	41,000.00		
- Workers' Comp	25,000.00	25,000.00		
Dues, Fees, Subscriptions	41,337.95	41,337.95		
Public Notices	6,000.00	6,000.00		
City Sponsored Events	5,000.00	5,000.00		
Election	8,000.00	8,000.00		
Salaries	2,624,223.34	2,624,223.34		
Taxes	209,825.09	209,825.09		
Benefits	278,376.89	278,376.89		
Retirement	156,944.31	156,944.31		
DSRP Salaries	485,020.13	485,020.13		
DSRP Taxes	38,873.31	38,873.31		
DSRP Benefits	73,071.07	73,071.07		
DSRP Retirement	27,399.78	27,399.78		
Professional Services:				
- Financial Services	35,000.00	35,000.00		
- Engineering	70,000.00	70,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
- Special Counsel and Consultants	55,800.00	55,800.00		
- Muni Court	15,500.00	15,500.00		
- Bldg. Inspector	750,000.00	750,000.00		
- Fire Inspector	40,000.00	40,000.00		
- Health Inspector	50,000.00	50,000.00		
- Architectural and Landscape Consultants	5,000.00	5,000.00		
- Historic District Consultant	3,500.00	3,500.00		
- Lighting Consultant	1,000.00	1,000.00		
- Human Resource Consultant	15,000.00	15,000.00		
Training/CE	92,892.04	92,892.04		
Code Publication	8,000.00	8,000.00		
Mileage	2,000.00	2,000.00		
Miscellaneous Office Expense	10,000.00	10,000.00		
Bad Debt Expense	-	-		
Contingencies/Emergency Fund	50,000.00	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)				
TXF to Reserve Fund	500,000.00	500,000.00		
TXF AV to TIF	355,961.65	355,961.65		
TXF to TIRZ	-	-		
Sales Tax TXF to WWU	760,000.00	760,000.00		
SPA & ECO D TXF	218,880.00	218,880.00		
TXF to DSRP	275,884.04	275,884.04		
TXF to Capital Improvement Fund	300,000.00	300,000.00		
TXF to Vehicle Replacement Fund	70,326.00	70,326.00		
TXF to WWU				
TXF to Founders Day				
TXF to Farmers Market	15,249.56	15,249.56		
Total	11,791,542.99	11,845,901.99		

PARKS - GENERAL FUND

Revenue				
Sponsorships and Donations	2,000.00	2,000.00		
City Sponsored Events	3,000.00	3,000.00		
Programs and Events	8,000.00	8,000.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	29,400.00	29,400.00		
Pool and Pavilion Rental	16,950.00	16,950.00		
Park Rental Fees	5,950.00	5,950.00		
Reimbursement of Utility Costs	-	-		
TXF from HOT Fund	167,000.00	167,000.00		
TXF from Parkland Dedication	107,000.00	107,000.00		
TXF from Parkland Development				
TXF from Landscaping Fund	1,000.00	1,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	160,570.49	160,570.49		
Total Revenue	502,670.49	502,670.49		

Expense

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Other	11,500.00	11,500.00		
Park Consultants	10,000.00	10,000.00		
Dues Fees and Subscriptions	1,464.50	1,464.50		
Advertising & Marketing	11,250.00	11,250.00		
DS Ranch House Furniture & Equipment	-	-		
Total Other	34,214.50	34,214.50		
Public Improvements				
All Parks	6,500.00	6,500.00		
Triangle Improvement	17,000.00	17,000.00		
Rathgeber Improvements	110,000.00	110,000.00		
Founders Park	187,048.36	187,048.36		
Founders Pool	1,500.00	1,500.00		
Skate Park	75,000.00	75,000.00		
S & R Park	150,000.00	150,000.00		
Charro Ranch Park	1,000.00	1,000.00		
DS Ranch Park				
Total Improvements	548,048.36	548,048.36		
Utilities				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	1,000.00	1,000.00		
S&R Park Water	13,000.00	13,000.00		
SRP Electric	2,500.00	2,500.00		
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	7,250.00	7,250.00		
Pool Phone/Network	1,650.00	1,650.00		
FMP Pool Propane	20,000.00	20,000.00		
DS Ranch Park Electricity	-	-		
DS Ranch Park Phone/Network	-	-		
DS Ranch Park Septic	-	-		
Total Utilities	59,150.00	59,150.00		
Maintenance				
General Maintenance (All Parks)	1,000.00	1,000.00		
Trail Washout repairs	-	-		
Equipment Rental	1,000.00	1,000.00		
Founders Pool	16,000.00	16,000.00		
Founders Park	50,740.00	50,740.00		
Skate Park Maintenance	500.00	500.00		
S&R	31,420.00	31,420.00		
Charro Ranch Park	7,250.00	7,250.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
DSRP	-	-		
Rathgeber Maintenance	900.00	900.00		
Total Maintenance	109,510.00	109,510.00		
Supplies				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
General Parks	8,550.00	8,550.00		
Charro Ranch Supplies	1,500.00	1,500.00		
Founders Park Supplies				
Founders Pool Supplies	24,705.00	29,764.34		
Program and Events	20,050.00	20,050.00		
DSRP & Ranch House Supplies				
S&R Supplies	400.00	400.00		
Total Supplies	55,205.00	60,264.34		
Program Staff				
Camp Staff	-	-		
Program Event Staff	13,400.00	13,400.00		
Aquatics Staff	77,043.15	77,043.15		
Total Staff Expense	90,443.15	90,443.15		
Total Parks Expenditures	896,571.01	901,630.35		
FOUNDERS DAY - GENERAL FUND				
Balance Fwd.	33,588.01	33,588.01		
Revenue				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,100.00	1,100.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	10,000.00	10,000.00		
Parade	3,750.00	3,750.00		
Sponsorship	82,500.00	82,500.00		
Parking concession	1,700.00	1,700.00		
Electric	3,000.00	3,000.00		
Misc.				
TXF from General Fund				
Total	146,488.01	146,488.01		
Expense				
Publicity	9,500.00	9,500.00		
Porta-Potties	12,000.00	12,000.00		
Security	32,500.00	32,500.00		
Health, Safety & Lighting	15,500.00	15,500.00		
Transportation	4,500.00	4,500.00		
Barricades/Traffic Plan	19,000.00	19,000.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	5,500.00	5,500.00		
FD Event Supplies	5,000.00	5,000.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,000.00	4,000.00		
Electricity	1,800.00	1,800.00		
FD Electrical Setup	4,600.00	4,600.00		
Contingencies	3,438.01	3,438.01		
Total expenses	146,488.01	146,488.01		

FY 2023
AdoptedFY 2023
AmendedFY 2023
Proposed
Amendment #3**Balance Fwd.**

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CONSOLIDATED GENERAL FUND**Revenue**

City	13,987,117.23	13,987,117.23
Parks	502,670.49	502,670.49
Founders	146,488.01	146,488.01

Total	14,636,275.73	14,636,275.73
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Expense

City	11,791,542.99	11,845,901.99
Parks	896,571.01	901,630.35
Founders	146,488.01	146,488.01

Total Expense	12,834,602.01	12,894,020.35
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Balance Fwd.**1,801,673.72****1,742,255.38****DRIPPING SPRINGS FARMERS MARKET**

Balance Forward	49,380.56	49,380.56
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Revenue

FM Sponsor	5,000.00	5,000.00
Grant Income	1,000.00	1,000.00
Booth Space	54,600.00	54,600.00
Applications	750.00	750.00
Membership Fee	2,600.00	2,600.00
Interest Income	200.00	200.00
Market Event/Merch.	1,000.00	1,000.00
Transfer from General Fund	15,300.59	15,300.59

Total	129,831.15	129,831.15
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Expense

Advertising	3,000.00	3,000.00
Market Manager	52,679.65	52,679.65
Market Specialist		
Payroll Tax Expense	4,281.99	4,281.99
DSFM Benefits	8,125.04	8,125.04
Retirement	3,173.95	3,173.95
Entertainment& Activities	3,000.00	3,000.00
Dues Fees & Subscriptions	200.00	200.00
Market Event	500.00	500.00
Training	200.00	200.00
Office Expense	300.00	300.00
Supplies Expense	4,000.00	4,000.00
Network & Phone	252.00	252.00
Other Expense	2,600.00	2,600.00
Capital Fund	-	-
Contingency Fund	500.00	500.00
Transfer to Reserve Fund	35,000.00	35,000.00

Total Expense	117,812.63	117,812.63
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	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Balance Forward	12,018.52	12,018.52		
PARKLAND DEDICATION FUND				
Balance Forward	155,253.81	155,253.81		
Revenue				
Parkland Fees	-	-		
Total Revenue	155,253.81	155,253.81		
Expense				
Park Improvements	107,000.00	107,000.00		
TXF to AG Facility				
Master Naturalists				
Total Expenses	107,000.00	107,000.00		
Balance Forward	48,253.81	48,253.81		
PARKLAND DEVELOPMENT FUND				
Balance Forward	-	-		
Revenue				
Parkland Development Fees				
Total Revenue	-	-		
Expense				
Transfer to Parks				
Total Expenses	-	-		
Balance Forward	-	-		
AG FACILITY FUND				
Balance Fwd.	-	-		
Revenue				
Ag Facility Fees	47,495.00	47,495.00		
Total Revenues	47,495.00	47,495.00		
Expense				
TXF to DSRP	47,495.00	47,495.00		
Total Expense	47,495.00	47,495.00		
Balance Fwd.	-	-		
LANDSCAPING FUND				
Balance Fwd.	468,342.55	468,342.55		
Revenue				
Tree Replacement Fees				
Total Revenues	468,342.55	468,342.55		
Expense				
Sports and Rec Park	-	-		
DSRP				
FMP	-	-		
Charro	1,000.00	1,000.00		
Historic Districts	25,000.00	25,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Professional Services	-	-		
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		
Total Expense	28,300.00	28,300.00		
Balance Fwd.	440,042.55	440,042.55		
SIDEWALK FUND				
Balance Fwd.	102,536.00	-		
Revenue				
Fees	-	-		
Total Revenues	102,536.00	-		
Expense				
Expense	-	-		
Total Expense	-	-		
Balance Fwd.	102,536.00	102,536.00		
DRIPPING SPRINGS RANCH PARK OPERATING FUND				
Balance Forward	151,285.98	151,285.98		
Revenue				
Stall Rentals	37,200.00	37,200.00		
RV/Camping Site Rentals	19,000.00	19,000.00		
Facility Rentals	113,500.00	113,500.00		
Equipment Rental	6,000.00	6,000.00		
Sponsorships & Donations	52,275.00	52,275.00		
Merchandise Sales	21,065.20	21,065.20		
Riding Permits	9,500.00	9,500.00		
Staff & Misc. Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events:				
- Riding Series	82,000.00	82,000.00		
- Coyote Camp	137,100.00	137,100.00		
- Misc. Events	2,000.00	2,000.00		
- Programing	15,100.00	15,100.00		
- Concert Series				
Other Income	500.00	500.00		
Interest	600.00	600.00		
TXF from Ag Facility	47,495.00	47,495.00		
TXF from HOT	395,000.00	395,000.00	435,000.00	40,000.00
TXF for RV/ Parking Lot HOT				
TXF from General Fund				
TXF from Landscape Fund				
TXF from General Fund CLFRF	275,884.04	275,884.04		
Total Revenue	1,394,505.22	1,394,505.22	435,000.00	40,000.00
Expense				
Advertising	17,750.00	17,750.00		
Office Supplies	10,000.00	10,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Postage	-	-		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	108,246.48	108,246.48		
Network and Communications	11,316.40	11,316.40		
Co-Sponsored Events	7,900.00	7,900.00		
Sponsorship Expenses	2,100.00	2,100.00		
Supplies and Materials	25,500.00	25,500.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	5,127.50	5,127.50		
Mileage	500.00	500.00		
Equipment	267,250.00	267,250.00		
House Equipment				
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	25,000.00	25,000.00		
Portable Toilets	2,500.00	2,500.00		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Lift Station Maintenance	12,000.00	12,000.00		
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	501.60	501.60		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	9,500.00	9,500.00		
General Program and Events:				
- Riding Series	32,000.00	32,000.00		
- Coyote Camp	16,000.00	16,000.00		
- Misc. Events	700.00	700.00		
- Programing	8,000.00	8,000.00		
- Concert Series				
Other Expense	20,000.00	20,000.00		
Improvements	345,000.00	345,000.00	385,000.00	40,000.00
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	184,800.00	184,800.00		
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	10,000.00	10,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	10,500.00	10,500.00		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	29,595.00	29,595.00		
Total Expenses	1,346,486.98	1,346,486.98	385,000.00	40,000.00
Total Bal Fwd.	48,018.24	48,018.24		-

HOTEL OCCUPANCY TAX FUND

Balance Fwd.	439,566.31	439,566.31	483,467.36	43,901.05
Revenues				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Hotel Occupancy Tax	700,000.00	700,000.00	800,000.00	100,000.00
Interest	240.00	240.00	10,000.00	9,760.00
Total	1,139,806.31	1,139,806.31	1,293,467.36	153,661.05
Expenses				
Advertising	2,100.00	2,100.00		
Christmas Lighting Displays	45,000.00	45,000.00		
City Sponsored Events				
Historic Districts Marketing	2,800.00	2,800.00		
Signage	44,560.00	44,560.00		
Arts	20,000.00	20,000.00		
Lighting	150,000.00	150,000.00		
Dues and Fees	8,000.00	8,000.00		
TXF to Debt Service	91,600.00	91,600.00		
RV/ Parking Lot				
TXF to General Fund	2,404.33	2,404.33		
TXF to Event Center	395,000.00	395,000.00	435,000.00	40,000.00
Grants	291,198.00	291,198.00		
Total expenses	1,052,662.33	1,052,662.33	435,000.00	40,000.00
Balance Fwd.	87,143.98	87,143.98	200,805.03	113,661.05
UTILITY FUND				
Balance Fwd.	6,493,485.28	6,493,485.28		
Wastewater				
Revenue				
TXF from TWDB	4,420,000.00	4,420,000.00		
Wastewater Service	1,285,365.12	1,285,365.12		
Late Fees/Rtn check fees	9,600.00	9,600.00		
Portion of Sales Tax	760,000.00	760,000.00		
Delayed Connection Fees	5,000.00	5,000.00		
Line Extensions				
Solid Waste				
PEC				
ROW Fees				
Cable				
TX Gas Franchise Fees				
Transfer fees	9,000.00	9,000.00		
Overuse fees	150,000.00	150,000.00		
Reuse Fees				
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest				
Other Income	35,000.00	35,000.00		
Water Income				
Developer Reimbursed Costs	2,175,000.00	2,175,000.00		
TXF from General Fund				
Total Revenues	8,908,965.12	8,908,965.12		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense				
- Legal Fees				
- Auditing				
- Regulatory Expense	4,250.00	4,250.00		
- Planning and Permitting	7,500.00	7,500.00		
- Software				
- IT Equipment & Support				
Engineering:				
- Engineering & Surveying				
- Construction Phase Services HR TEFS 1873-001	35,000.00	35,000.00		
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00		
- 2nd Amendment CIP 1881-001	30,000.00	30,000.00		
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	15,000.00	15,000.00		
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		
- Parallel West Interceptor Design& Cost				
- Caliterra Plan Review & construction Phase Services 19.	35,000.00	35,000.00		
- HR Treated Effluent Fill Station 1873-001				
- TLAP Renewal application 1732-001	50,000.00	50,000.00		
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00	10,000.00		
- Heritage PID PR & Cons. Phase Services - 1734-001	75,000.00	75,000.00		
- Double L Planning & Const. Phase Services - 1743-001	50,000.00	50,000.00		
- Cannon Tract - 1842-001	40,000.00	40,000.00		
- Driftwood 522 PR & Const. Phase Services - 1900-001	60,000.00	60,000.00		
- Big Sky PR & Const Phase Services - 1913-001	60,000.00	60,000.00		
- Driftwood Creek PR & Const Phase Services - 1917-001	45,000.00	45,000.00		
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00		
- Cynosure-Wild Ridge - 2009-001	20,000.00	20,000.00		
- TLAP Renewal application				
Dues, Fees and Subscriptions	-	-		
TXF to Water Fund	-	-		
TXF to Vehicle Replacement Fund				
System Operations and Maintenance:				
- Routine Operations	73,600.00	73,600.00		
- Non-Routine Operations	78,000.00	78,000.00		
- System Maintenance & Repair	24,000.00	24,000.00		
- Chlorinator Maintenance	3,000.00	3,000.00		
- Chlorinator Alarm	1,000.00	1,000.00		
- Odor Control	20,000.00	20,000.00		
- Meter Calibrations	2,100.00	2,100.00		
- Lift Station Cleaning	21,000.00	21,000.00		
- Jet Cleaning Collection lines	22,800.00	22,800.00		
- Drip Field Lawn Maintenance	10,000.00	10,000.00		
- Drip Field Maint & Repairs	20,000.00	20,000.00		
- Drip Field Meter Box Replacement	5,000.00	5,000.00		
- Lift Station repairs	21,000.00	21,000.00		
- Autodialer Replacement	17,500.00	17,500.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
- Lift Station Preventative Maintenance	7,000.00	7,000.00		
- WWTP Repairs/Pump Repairs	45,000.00	45,000.00		
- Chemicals	12,000.00	12,000.00		
- Electricity	80,000.00	80,000.00		
- Laboratory Testing	25,000.00	25,000.00		
- Sludge Hauling	130,000.00	130,000.00		
- Phone/Network	9,000.00	9,000.00		
- Supplies	20,000.00	20,000.00		
- Equipment				
- Equipment Maintenance				
- Fleet Acquisition				
- Fleet Maintenance				
- Fuel				
- Wastewater Flow Measurement	9,000.00	9,000.00		
- Backwash Flow Meter & Check valve	22,000.00	22,000.00		
- Arrowhead Plant Operations	148,225.00	148,225.00		
- Big Sky Plant Operations	69,948.00	69,948.00		
Other Expense	52,000.00	52,000.00		
Uniforms				
Training				
Dispatch				
Salaries				
Taxes				
Benefits				
Retirement				
On Call				
Capital Projects:				
- Road Reconstruction				
- HRTreated Effluent Fill Station	200,000.00	200,000.00		
- Parallel West Interceptor	-	-		
- Arrowhead Drain Field	1,800,000.00	1,800,000.00		
Other:				
- Reimbursement to Caliterra Oversize of West Intercepto	-	-		
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00	250,000.00		
- East Interceptor 1951-001	400,000.00	400,000.00		
- Effluent HP 1952-001	200,000.00	200,000.00		
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		
- WWTP Design Assistance				
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		
Miscellaneous:				
- Consultants and Legal	175,000.00	175,000.00		
TWDB Capital Projects:				
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		
- East Interceptor	25,000.00	25,000.00		
- Effluent Holding Pond	1,500,000.00	1,500,000.00		
- WWTP	25,000.00	25,000.00		
Transfer to General Fund	4,066.66	4,066.66		
Transfer to Vehicle Replacement Fund	29,911.00	29,911.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Total Expense	9,738,900.66	9,738,900.66		
WATER				
Revenue				
Fees:				
- Tap Fees				
- Impact Fees				
- Meter Set Fees				
- Disconnect Fees				
Rates:				
- Base Rate	7,800.00	7,800.00		
- Usage	150,000.00	150,000.00		
- Penalties				
TXF from Wastewater Fund	-	-		
Total Revenue	157,800.00	157,800.00		
Expense				
Administrative and General Expense:				
- Regulatory Expense	-	-		
- Planning and Permitting	-	-		
System Operations and Maintenance:				
- Routine Operations	25,000.00	25,000.00		
- Non Routine Operations	20,000.00	20,000.00		
- System Maintenance & Repair	20,000.00	20,000.00		
- Laboratory Testing	25,000.00	25,000.00		
- Supplies	50,000.00	50,000.00		
Operating and Maintenance	-	-		
Total Expense	140,000.00	140,000.00		
OPERATIONS				
Revenues				
PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	3,000.00		
Interest				
TXF from General Fund	50,000.00	50,000.00		
Total Revenue	319,000.00	319,000.00		
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	66,000.00	66,000.00		
- Legal Fees	250,000.00	250,000.00		
- Auditing	10,000.00	10,000.00		
- Software	37,267.00	37,267.00		
- IT Equipment & Support	5,640.00	5,640.00		
Systems Operations and Maintenance:				
- Phone/Network				
- Equipment	50,000.00	50,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	45,000.00	45,000.00		
- Fleet Maintenance	10,000.00	10,000.00		
- Fuel	15,000.00	15,000.00		
Other Expense				
Uniforms	5,000.00	5,000.00		
Training	9,254.00	9,254.00		
Dispatch	3,000.00	3,000.00		
Salaries	398,740.00	398,740.00		
Taxes	33,063.21	33,063.21		
Benefits	56,988.71	56,988.71		
Retirement	24,650.69	24,650.69		
On Call	10,400.00	10,400.00		
Total Expense	1,040,003.61	1,040,003.61		

CONSOLIDATED UTILITY FUND

Revenue				
Balance Foreward	6,493,485.28	6,493,485.28		
Wastewater	8,908,965.12	8,908,965.12		
Water	157,800.00	157,800.00		
Operations	319,000.00	319,000.00		
Total	15,879,250.40	15,879,250.40		
Expense				
Wastewater	9,738,900.66	9,738,900.66		
Water	140,000.00	140,000.00		
Operations	1,040,003.61	1,040,003.61		
Total Expense	10,918,904.27	10,918,904.27		
Balance Fwd.	4,960,346.13	4,960,346.13		

TWDB FUND

Balance Forward	208.34	208.34		
Revenues	4,420,000.00	4,420,000.00		
Interest				
Total revenue	4,420,208.34	4,420,208.34		
Expenses				
Escrow Fees				
Expenses	4,420,000.00	4,420,000.00		
Total Expenses	4,420,000.00	4,420,000.00		
Balance Forward	208.34	208.34		

IMPACT FUND

Bal Fwd.	4,390,183.94	4,390,183.94		
Revenue				
Impact Fees	1,670,000.00	1,670,000.00		
Impact Fee Deposits				
Interest Income	30,000.00	30,000.00		
Total	6,090,183.94	6,090,183.94		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Expense				
TXF to Debt Service 2015	698,498.56	698,498.56		
TXF to Debt Service 2019	1,013,533.00	1,013,533.00		
TXF to Debt Service 2022	2,431,563.06	2,431,563.06		
Total expense	4,143,594.62	4,143,594.62		
Total Bal Fwd.	1,946,589.32	1,946,589.32		
DEBT SERVICE FUND 2015				
Bal Fwd.	850,073.10	850,073.10		
Revenue				
TXF from Impact Fund	698,498.56	698,498.56		
Interest	8,000.00	8,000.00		
Total Revenue	1,556,571.66	1,556,571.66		
Expenses				
Debt Payment 2015	711,231.76	711,231.76		
Total Expense	711,231.76	711,231.76		
Balance Fwd.	845,339.90	845,339.90		
DEBT SERVICE FUND 2013				
Bal Fwd.	99,085.00	99,085.00		
Revenue				
TXF from HOT	91,600.00	91,600.00		
Interest	1,200.00	1,200.00		
Total	191,885.00	191,885.00		
Expense				
Tax Series 2013	89,505.00	89,505.00		
Total Expenses	89,505.00	89,505.00		
Balance Fwd.	102,380.00	102,380.00		
DEBT SERVICE FUND 2019				
Bal Fwd.	1,015,695.96	1,015,695.96		
Revenue				
TXF from Impact Fees	1,013,533.00	1,013,533.00		
Interest	12,000.00	12,000.00		
Total	2,041,228.96	2,041,228.96		
Expense				
Tax Series 2019	983,553.00	983,553.00		
Total Expenses	983,553.00	983,553.00		
Balance Fwd.	1,057,675.96	1,057,675.96		
DEBT SERVICE FUND 2022				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Bal Fwd.	-	-		
Revenue				
TXF from Impact Fees	2,431,563.06	2,431,563.06		
Interest	-	-		
Total	2,431,563.06	2,431,563.06		
Expense				
Tax Series 2022	1,215,163.06	1,215,163.06		
Total Expenses	1,215,163.06	1,215,163.06		
Balance Fwd.	1,216,400.00	1,216,400.00		
PEG FUND				
Balance Fwd.	174,408.18	174,408.18		
Revenues				
TWC	27,000.00	27,000.00		
Interest Income	1,700.00	1,700.00		
Total Revenues	203,108.18	203,108.18		
Expense	-	-		
Balance Fwd.	203,108.18	203,108.18		
RESERVE FUND				
Balance Fwd.	1,845,374.05	1,845,374.05		
Revenue				
TXF from General Fund	300,000.00	300,000.00		
Interest	18,000.00	18,000.00		
Total	2,163,374.05	2,163,374.05		
Expense				
Expense	-	-		
Total Expense	-	-		
Balance Fwd.	2,163,374.05	2,163,374.05		
TIRZ 1				
Balance Forward	195,162.56	354,256.51		
Revenues				
City AV	115,297.54	115,297.54		
County AV	215,354.00	215,354.00		
City for GAP Escrow	-	-		
Interest Income	3,000.00	7,800.00		
EPS Reimbursements				
Total Revenue	528,814.10	692,708.05		
Expense				
TIRZ Expense				
Project Management/Misc. Costs	32,000.00	15,750.00		
Project Administration P3 Works	16,000.00	8,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #3	Change
Legal Fees	12,000.00	-		
EPS				
MAS	30,000.00	22,500.00		
HDR	478,000.00	358,500.00		
TJKM - Grant Writing	-	-		
Buie - PR	-	-		
Misc. Consulting	5,000.00	5,000.00		
Creation Cost Reimbursements				
TXF to GAP Escrow	-	-		
Stakeholder Reimbursement	-	284,573.95		
Total Expense	573,000.00	694,323.95		
Balance Forward	(44,185.90)	(1,615.90)		
TIRZ 2				
Balance Forward	653,378.27	653,378.27		
Revenue				
Interest Income	2,000.00	2,000.00		
City AV	240,664.11	240,664.11		
County AV	437,211.00	437,211.00		
Total Revenue	1,333,253.38	1,333,253.38		
Expense				
Project Management/Misc. Costs		15,750.00		
Project Administration P3 Works		8,000.00		
MAS		7,500.00		
HDR		119,500.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement		82,235.05		
Total Expense	-	82,235.05		
Balance Forward	1,333,253.38	1,251,018.33		
VEHICLE REPLACEMENT FUND				
Revenue				
Balance Forward	31,193.00	31,193.00		
TXF from General Fund	70,326.00	70,326.00		
TXF from DSRP	29,595.00	29,595.00		
TXF from WWU	29,911.00	29,911.00		
Total Revenue	161,025.00	161,025.00		
Expense				
Vehicle Replacement				
Total Expense	-	-		
Balance Forward	161,025.00	161,025.00		

AD Valorem	Attachment 1,048,477.29
Sales Tax	4,193,077.86
Mixed Beverage	85,000.00
AV P&I	13,072.46
Solid Waste	45,563.40
Alcohol Permits	7,085.00
Health Permits/Inspections	113,000.00
FEMA	5,292.38
Other Income	40,000.00
Bank Interest	90,000.00
CARES Act	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	708,578.71
TXF from Capital Improvements	-
TXF DSRP On Call	10,400.00
TXF from HOT	4,305.00
TXF from WWU	
TXF from TIRZ	127,102.00
Salaries	2,065,000.00
Benefits	217,278.97
Taxes	165,352.59
Retirement	121,138.26
- Human Resource Consultant	15,000.00
Dues, Fees, Subscriptions	34,000.00
Training/CE	83,623.90
Supplies	25,000.00
Miscellaneous Office Equipment	<u>6,000.00</u>
Postage	3,200.00
- Animal Control	3,400.00
- Economic Development	10,000.00
Mileage	1,500.00
Contingencies/Emergency Fund	35,000.00
Miscellaneous Office Expense	10,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	60,000.00
TXF to Reserve Fund	300,000.00
TXF AV to TIF	207,911.50
TXF to TIRZ	250,000.00
TXF to WWU	155,721.00
TXF to DSRP	178,000.00
TXF to Capital Improvement Fund	
TXF to Vehicle Replacement Fund	25,462.00
TXF to Founders Day	13,000.00
TXF to Farmers Market	3,657.83
- OFR Grant Writer	-
- Family Violence Ctr	7,000.00
- Land Acquisition	
Election	500.00
Code Publication	7,500.00
Public Notices	6,000.00
- Records Management	720.00

Item # 15.

Municipal Court	Attachment "A" 250.00
- Muni Court	10,000.00
- Special Counsel and Consultants	30,000.00
- Government Affairs	
Website	6,625.00
Public Relations	8,988.00
Office IT Equipment and Support	80,000.00
Software Purchase, Agreements and Licenses	165,254.00
Communications Network/Phone	31,000.00
- Financial Services	28,000.00
- Liability	18,750.00
- Property	39,000.00
- Workers' Comp	22,000.00
Bad Debt Expense	-
Sales Tax TXF to WWU	838,615.57
SPA & ECO D TXF	241,521.28
- Site Dev	849,479.02
- Zoning/Signs/Ord	110,000.00
- Subdivision	1,229,600.64
- Engineering	94,000.00
- Health Inspector	70,000.00
- Architectural and Landscape Consultants	4,000.00
- Historic District Consultant	3,500.00
- Planning Consultant	175,000.00
Fire Inspections	67,565.94
Building Code	1,868,414.51
- Bldg. Inspector	1,494,731.61
- Lighting Consultant	1,000.00
- Fire Inspector	54,052.75
- Improvement Projects	400,000.00
Office Maintenance/Repairs	11,600.00
Equipment Maintenance	4,000.00
Fleet Maintenance	32,500.00
Stephenson Building & Lawn Maintenance	2,000.00
- Street & ROW Maintenance	100,000.00
Uniforms	7,760.00
Fleet Acquisition	196,700.00
Maintenance Equipment	47,878.00
Maintenance Supplies	4,600.00
- Street Lights	20,000.00
- Streets Water	3,500.00
- Office Electric	6,000.00
- Office Water	650.00
- Stephenson Electric	1,250.00
- Stephenson Water	500.00
- Lighting Compliance	2,000.00
- Stephenson Parking Lot Improvements	
- Stephenson Building Rehabilitation	14,000.00
- Downtown Bathroom	

Item # 15.

Attachment "A"

Item # 15.

- City Hall Planning	
- Street Improvements	298,379.26
City Hall Improvements	5,000.00
Sponsorships and Donations	8,205.97
Community Service Permit Fees	2,835.00
Programs and Events	29,630.00
Park Rental Fees	5,750.00
TXF from Parkland Dedication	111,462.80
TXF from Landscaping Fund	4,000.00
TXF from HOT Fund	-
TXF from CLFRF	-
TXF from Contingency Funds	
TXF from Parkland Development	5,832.00
Program Event Staff	-
Camp Staff	
Park Consultants	11,400.00
Dues Fees and Subscriptions	2,275.00
General Maintenance (All Parks)	1,000.00
Founders Park	22,240.00
S&R	56,519.00
Charro Ranch Park	7,700.00
Triangle/ Veteran's Memorial Park	700.00
Skate Park Maintenance	
Rathgeber Maintenance	-
Equipment Rental	<u>1,000.00</u>
General Parks	<u>3,000.00</u>
Charro Ranch Supplies	1,500.00
Founders Park Supplies	43,375.00
S&R Supplies	400.00
Program and Events	5,690.00
Portable Toilets	7,800.00
Triangle Electric	500.00
Triangle Water	500.00
S&R Park Water	13,000.00
SRP Electric	3,250.00
Advertising & Marketing	7,000.00
City Sponsored Events	5,000.00
Other	11,500.00
All Parks	32,942.50
Founders Park	25,093.04
S & R Park	100.00
Charro Ranch Park	1,800.00
Triangle Improvement	-
Rathgeber Improvements	<u>-</u>
Skate Park	
DSRP Salaries	330,000.00
DSRP Benefits	43,000.00
DSRP Taxes	27,930.02
DSRP Retirement	19,000.00

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DS Ranch Park Phone/Network	Attachment "A"	-
DS Ranch Park Electricity		-
Aquatics Program Income		<u>27,000.00</u>
Pool and Pavilion Rental		16,800.00
Reimbursement of Utility Costs		2,014.95
Aquatics Staff		55,000.00
Founders Pool		6,000.00
Founders Pool Supplies		
Pool Phone/Network		1,675.00
FMP Pool/ Pavilion Water		6,000.00
FMP Pool//Electricity		7,250.00
FMP Pool Propane		11,000.00
Founders Pool		
Craft booths/Business Booths		<u>6,255.81</u>
Food booths		<u>1,312.50</u>
BBQ cookers		4,837.50
Carnival		13,585.46
Parade		3,975.00
Sponsorship		85,750.00
Parking concession		3,299.22
Electric		3,100.00
Misc.		
TXF from General Fund		13,000.00
Clean Up		5,500.00
Transportation		
FD Event Supplies		4,538.38
Tent, Tables & Chairs		6,671.08
Barricades/Traffic Plan		14,819.72
Porta-Potties		10,019.00
Electricity		<u>1,843.34</u>
Parade		815.12
Publicity		9,551.14
Bands/Music/Sound		13,950.00
Sponsorship		5,551.97
Security		41,967.98
Health, Safety & Lighting		
Contingencies		5,613.27
- Emergency Management Equipment		50,970.00
- Emergency Equipment Fire & Safety		1,500.00
- Emergency Mgt PR		2,000.00
- Emergency Equipment Maintenance & Service		5,860.00
- Emergency Management Other		
Ag Facility Fees		<u>875.00</u>
TXF to DSRP		<u>875.00</u>
Tree Replacement Fees		<u>371,340.00</u>
Sports and Rec Park		2,000.00
FMP		2,000.00
Charro		1,000.00
Professional Services		-

Item # 15.

	Attachment "A"
DSRP	
Historic Districts	3,958.00
City Hall Lawn and Tree Maintenance	2,300.00
Fees	86,480.00
Expense	-
Parkland Fees	107,210.49
Park Improvements	65,731.40
Parkland Development Fees	5,832.00
Transfer to Parks	5,832.00
TXF from DSRP	5,731.00
TXF from General Fund	25,462.00
TXF from WWU	-
Vehicle Replacement	
House Maintenance	6,000.00
Ranch House Supplies	2,500.00
House Equipment	
Riding Permits	10,000.00
Stall Rentals	45,000.00
RV/Camping Site Rentals	29,650.00
Facility Rentals	125,000.00
Equipment Rental	2,500.00
Staff & Misc. Fees	5,500.00
Cleaning Fees	23,500.00
Sponsorships & Donations	16,250.00
General Program and Events:	
- Coyote Camp	80,000.00
- Riding Series	65,000.00
- Misc. Events	9,350.00
- Programing	
Other Income	825.00
Interest	1,500.00
Merchandise Sales	23,500.00
TXF from Ag Facility	875.00
TXF from HOT	335,701.87
TXF for RV/ Parking Lot HOT	47,800.00
TXF from General Fund	178,000.00
DSRP On Call	10,400.00
Camp Staff	64,054.20
Equipment Maintenance	23,000.00
Fleet Maintenance	2,500.00
Dues, Fees and Subscriptions	20,000.00
Training and Education	400.00
Tree Planting	
General Maintenance and Repair	86,828.92
Grounds and General Maintenance	21,690.00
Stall Cleaning & Repair	750.00
Lift Station Maintenance	-
Office Supplies	7,500.00
Equipment Rental	1,000.00

Item # 15.

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Fleet Acquisition	Attachment "A" \$5,000.00
Supplies and Materials	-
General Program and Events:	
Merchandise	11,600.00
Equipment	3,000.00
Sponsorship Expenses	750.00
- Coyote Camp	13,250.00
- Riding Series	32,000.00
- Misc. Events	8,400.00
- Programing	
- Concert Series	
Network and Communications	61,500.00
Water	10,250.00
Portable Toilets	1,000.00
Alarm	3,500.00
Electric	84,000.00
Septic	-
Propane/Natural Gas	7,400.00
On Call Phone	-
Advertising	
Postage	30.00
Mileage	-
Contingencies	15,000.00
Other Expense	10,000.00
HCLE	13,200.00
Co-Sponsored Events	5,050.00
Improvements	316,700.00
RV/Parking Lot	47,800.00
TXF to Vehicle Replacement Fund	5,731.00
- Concert Series	
Booth Space	45,250.00
Applications	1,395.00
Membership Fee	1,282.50
FM Sponsor	3,445.00
Interest Income	85.00
Grant Income	1,000.00
Market Event/Merch.	1,000.00
Transfer from General Fund	3,657.83
Market Manager	39,195.64
Market Specialist	1,672.65
DSFM Benefits	8,602.54
Payroll Tax Expense	3,265.77
Retirement	2,373.59
Dues Fees & Subscriptions	275.00
Training	-
Office Expense	50.00
Supplies Expense	4,500.00
Network & Phone	247.92

Item # 15.

Advertising	Attachment "A2",600.00
Entertainment& Activities	1,300.00
Market Event	-
Contingency Fund	
Other Expense	<u>1,425.00</u>
Capital Fund	
Transfer to Reserve Fund	
Hotel Occupancy Tax	914,178.23
Interest	120.00
TXF to Debt Service	<u>89,505.00</u>
RV/ Parking Lot	<u>47,800.00</u>
Convention & Information Center Grants	<u>208,564.00</u>
Advertising	3,505.00
Christmas Lighting Displays	12,176.00
Historic Districts Marketing	2,800.00
Dues and Fees	7,500.00
Tourism Advertising Grants	<u>11,200.00</u>
Arts	
Arts Grants	
Historical Restoration Grants	11,500.00
Signage	<u>3,800.00</u>
Public Signage Grants	<u>2,000.00</u>
Lighting	
TXF to Event Center	<u>335,701.87</u>
TXF to General Fund	
Overuse fees	109,058.62
Reuse Fees	
PEC	<u>159,300.39</u>
ROW Fees	<u>6,000.00</u>
Cable	157,016.79
TX Gas Franchise Fees	9,952.01
Wastewater Service	<u>1,202,123.09</u>
Late Fees/Rtn check fees	<u>41,573.38</u>
Delayed Connection Fees	<u>2,700.00</u>
Line Extensions	
Transfer fees	5,370.00
Other Income	37,000.00
Interest	60,000.00
TXF from General Fund	<u>155,721.00</u>
TXF from TWDB	<u>289,000.00</u>
Portion of Sales Tax	838,615.57
Salaries	200,000.00
On Call	10,400.00
Benefits	24,897.95
Taxes	16,704.31
Retirement	12,461.04
- Auditing	-
Engineering & Surveying	378,188.00
- Legal Fees	50,000.00

Item # 15.

- Planning and Permitting	Attachment "A"	<u>20,000.00</u>
- Laboratory Testing		<u>20,000.00</u>
- Equipment Maintenance		<u>2,000.00</u>
- Fleet Maintenance		1,000.00
Dues, Fees and Subscriptions		700.00
Training		8,000.00
- Road Reconstruction		5,000.00
WWTP Maintenance		<u>52,600.00</u>
- Routine Operations		<u>70,000.00</u>
- Non-Routine Operations		90,000.00
Lift Station Maintenance		80,000.00
Sanitary Sewer Line Maintenance		<u>156,500.00</u>
Drip Field Maintenance		<u>20,000.00</u>
- Sludge Hauling		<u>125,000.00</u>
- Wastewater Flow Measurement		11,000.00
Utility Operations		74,125.00
- IT Equipment & Support		
- Software		
Uniforms		3,100.00
- Fleet Acquisition		46,133.45
- Fuel		5,000.00
- Supplies		45,000.00
- Chemicals		9,600.00
- Equipment		125,000.00
- Phone/Network		8,904.00
- Electricity		78,000.00
Other Expense		56,000.00
Capital Projects		500,000.00
TWDB - Capital Projects		-
TWDB - Engineering and Design		237,541.00
- Consultants and Legal		760,000.00
Transfer to General Fund		
TXF to Water Fund		-
TXF to Vehicle Replacement Fund		
Transfer to Vehicle Replacement Fund		
- Tap Fees		
- Impact Fees		
- Temporary Meter Set Fees		
- Disconnect Fees		
- Base Rate		4,550.00
- Usage		60,000.00
- Penalties		
TXF from Wastewater Fund		-
- Planning and Permitting		
- Laboratory Testing		
- Routine Operations		
- Non Routine Operations		
- System Maintenance & Repair		
- Regulatory Expense		

Item # 15.

Operating and Maintenance

Attachment "A" -

Item # 15.

- Supplies

PEC

ROW Fees

Cable

TX Gas Franchise Fees

Interest

TXF from General Fund

Salaries

On Call

Benefits

Taxes

Retirement

- Auditing

- Legal Fees

- Equipment Maintenance

- Fleet Maintenance

Training

Utility Operations

- IT Equipment & Support

- Software

Uniforms

- Fleet Acquisition

- Fuel

- Equipment

- Phone/Network

Other Expense

Interest	6.00
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Revenues	289,000.00
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Escrow Fees	300.00
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Expenses	289,000.00
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Impact Fees	3,547,440.00
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Impact Fee Deposits

Interest Income	51,000.00
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Transfer to Debt Service	1,694,764.76
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Interest	1,800.00
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TXF from HOT	89,505.00
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Tax Series 2013	92,410.00
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Interest	9,500.00
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TXF from Impact Fund	711,231.76
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Debt Payment 2015	733,288.20
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Interest	12,000.00
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TXF from Impact Fees	983,553.00
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Interest	-
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TXF from Impact Fees	-
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Tax Series 2019	958,553.00
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Tax Series 2022	-
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Interest	18,000.00
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TXF from General Fund	300,000.00
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City AV	Attachment "A"	<u>3,641.57</u>
County AV		<u>191,901.06</u>
Interest Income		<u>8,675.00</u>
City for GAP Escrow		250,000.00
EPS Reimbursements		
HDR		240,000.00
Legal Fees		20,000.00
MAS		25,000.00
Miscellaneous Consultant		<u>7,500.00</u>
Project Management/Misc. Costs		<u>20,000.00</u>
Project Administration P3 Works		15,000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		156,200.76
TXF to GAP Escrow		250,000.00
City AV		114,269.93
County AV		232,569.38
Interest Income		3,700.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		43,799.54
TWC		30,000.00
Interest Income		1,950.00

Item # 15.

	FY 2022 Adopted	FY 2022 Amended	Change
AD Valorem	1,983,491.97	2,068,477.29	84,985.32
Sales Tax	3,796,125.70	4,193,077.86	396,952.16
Mixed Beverage	60,000.00	85,000.00	25,000.00
AV P&I	4,000.00	13,072.46	9,072.46
Solid Waste	40,000.00	45,563.40	5,563.40
Alcohol Permits	7,085.00	7,085.00	-
Health Permits/Inspections	60,000.00	113,000.00	53,000.00
FEMA	-	5,292.38	5,292.38
Other Income	40,000.00	40,000.00	-
Bank Interest	40,000.00	90,000.00	50,000.00
CARES Act	-	-	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	708,578.71	1,397.61
TXF from Capital Improvements	300,000.00	-	(300,000.00)
TXF DSRP On Call	10,400.00	10,400.00	-
TXF from HOT	4,305.00	4,305.00	-
TXF from WWU	-	-	-
TXF from TIRZ	-	127,102.00	127,102.00
Salaries	2,249,643.70	2,065,000.00	(184,643.70)
Benefits	238,768.10	217,278.97	(21,489.13)
Taxes	180,413.74	165,352.59	(15,061.15)
Retirement	133,118.97	121,138.26	(11,980.71)
- Human Resource Consultant	10,000.00	15,000.00	5,000.00
Dues, Fees, Subscriptions	30,000.00	34,000.00	4,000.00
Training/CE	83,623.90	83,623.90	0.00
Supplies	25,000.00	25,000.00	-
Miscellaneous Office Equipment	6,000.00	6,000.00	-
Postage	3,200.00	3,200.00	-
- Animal Control	3,400.00	3,400.00	-
- Economic Development	10,000.00	10,000.00	-
Mileage	2,000.00	1,500.00	(500.00)
Contingencies/Emergency Fund	50,000.00	35,000.00	(15,000.00)
Miscellaneous Office Expense	10,000.00	10,000.00	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	60,000.00	60,000.00
TXF to Reserve Fund	200,000.00	300,000.00	100,000.00
TXF AV to TIF	200,244.23	207,911.50	7,667.27
TXF to TIRZ	450,244.23	457,911.50	7,667.27
TXF to WWU	-	155,721.00	155,721.00
TXF to DSRP	75,000.00	178,000.00	103,000.00
TXF to Capital Improvement Fund	-	-	-
TXF to Vehicle Replacement Fund	25,462.00	25,462.00	-
TXF to Founders Day	-	13,000.00	13,000.00
TXF to Farmers Market	-	3,657.83	3,657.83
- OFR Grant Writer	7,500.00	-	(7,500.00)
- Family Violence Ctr	7,000.00	7,000.00	-
- Land Acquisition	10,000.00	-	(10,000.00)

	FY 2022 Adopted	FY 2022 Amended	Change
Election	8,000.00	500.00	(7,500.00)
Code Publication	5,350.00	7,500.00	2,150.00
Public Notices	6,000.00	6,000.00	-
- Records Management	1,220.00	720.00	(500.00)
Municipal Court	250.00	250.00	-
- Muni Court	15,500.00	10,000.00	(5,500.00)
- Special Counsel and Consultants	59,000.00	30,000.00	(29,000.00)
- Government Affairs	-	-	-
Website	6,625.00	6,625.00	-
Public Relations	7,488.00	8,988.00	1,500.00
Office IT Equipment and Support	70,890.00	80,000.00	9,110.00
Software Purchase, Agreements and Licenses	165,142.00	165,254.00	112.00
Communications Network/Phone	31,000.00	31,000.00	-
- Financial Services	115,000.00	28,000.00	(87,000.00)
- Liability	20,850.00	18,750.00	(2,100.00)
- Property	34,646.00	39,000.00	4,354.00
- Workers' Comp	25,000.00	22,000.00	(3,000.00)
Bad Debt Expense	5,000.00	-	(5,000.00)
Sales Tax TXF to WWU	759,225.14	838,615.57	79,390.43
SPA & ECO D TXF	218,656.84	241,521.28	22,864.44
- Site Dev	239,108.41	849,479.02	610,370.61
- Zoning/Signs/Ord	65,000.00	110,000.00	45,000.00
- Subdivision	656,006.25	1,229,600.64	573,594.39
- Engineering	70,000.00	94,000.00	24,000.00
- Health Inspector	50,000.00	70,000.00	20,000.00
- Architectural and Landscape Consultants	5,000.00	4,000.00	(1,000.00)
- Historic District Consultant	3,500.00	3,500.00	-
- Planning Consultant	175,000.00	175,000.00	-
Fire Inspections	10,000.00	67,565.94	57,565.94
Building Code	1,500,000.00	1,868,414.51	368,414.51
- Bldg. Inspector	750,000.00	1,494,731.61	744,731.61
- Lighting Consultant	1,000.00	1,000.00	-
- Fire Inspector	-	54,052.75	54,052.75
- Improvement Projects	775,000.00	400,000.00	(375,000.00)
Office Maintenance/Repairs	11,060.00	11,600.00	540.00
Equipment Maintenance	3,000.00	4,000.00	1,000.00
Fleet Maintenance	18,800.00	32,500.00	13,700.00
Stephenson Building & Lawn Maintenance	5,500.00	2,000.00	(3,500.00)
- Street & ROW Maintenance	184,250.00	100,000.00	(84,250.00)
Uniforms	7,760.00	7,760.00	-
Fleet Acquisition	196,700.00	196,700.00	-
Maintenance Equipment	47,878.00	47,878.00	-
Maintenance Supplies	4,600.00	4,600.00	-
- Street Lights	20,000.00	20,000.00	-
- Streets Water	4,000.00	3,500.00	(500.00)

	FY 2022 Adopted	FY 2022 Amended	Change
- Office Electric	4,500.00	6,000.00	1,500.00
- Office Water	650.00	650.00	-
- Stephenson Electric	1,500.00	1,250.00	(250.00)
- Stephenson Water	500.00	500.00	-
- Lighting Compliance	2,000.00	2,000.00	-
- Stephenson Parking Lot Improvements	-	-	-
- Stephenson Building Rehabilitation	14,000.00	14,000.00	-
- Downtown Bathroom	100,000.00		(100,000.00)
- City Hall Planning			-
- Street Improvements	592,087.25	298,379.26	(293,707.99)
City Hall Improvements	5,000.00	5,000.00	-
Sponsorships and Donations	9,027.00	8,205.97	405.97
Community Service Permit Fees	4,400.00	2,835.00	(1,565.00)
Programs and Events	5,000.00	29,630.00	24,630.00
Park Rental Fees	5,350.00	5,750.00	400.00
TXF from Parkland Dedication	113,462.80	111,462.80	(2,000.00)
TXF from Landscaping Fund	4,000.00	4,000.00	-
TXF from HOT Fund	2,000.00	-	(2,000.00)
TXF from CLFRF	-	-	-
TXF from Contingency Funds	-	-	-
TXF from Parkland Development	111,731.40	5,832.00	(105,899.40)
Program Event Staff	2,500.00	-	(2,500.00)
Camp Staff	-	-	-
Park Consultants	-	11,400.00	11,400.00
Dues Fees and Subscriptions	1,337.50	2,275.00	937.50
General Maintenance (All Parks)	1,000.00	1,000.00	-
Founders Park	-	22,240.00	22,240.00
S&R	51,920.00	56,519.00	4,599.00
Charro Ranch Park	7,700.00	7,700.00	-
Triangle/ Veteran's Memorial Park	700.00	700.00	-
Skate Park Maintenance			-
Rathgeber Maintenance	-	-	-
Equipment Rental	1,000.00	1,000.00	-
General Parks	3,000.00	3,000.00	-
Charro Ranch Supplies	-	1,500.00	1,500.00
Founders Park Supplies	43,375.00	43,375.00	-
S&R Supplies	400.00	400.00	-
Program and Events	1,500.00	5,690.00	4,190.00
Portable Toilets	5,000.00	7,800.00	2,800.00
Triangle Electric	500.00	500.00	-
Triangle Water	500.00	500.00	-
S&R Park Water	14,500.00	13,000.00	(1,500.00)
SRP Electric	1,200.00	3,250.00	2,050.00
Advertising & Marketing	6,500.00	7,000.00	500.00
City Sponsored Events	5,000.00	5,000.00	-

	FY 2022 Adopted	FY 2022 Amended	Change
Other	11,500.00	11,500.00	-
All Parks	-	32,942.50	32,942.50
Founders Park	67,731.40	25,093.04	(42,638.36)
S & R Park	-	100.00	100.00
Charro Ranch Park	1,800.00	1,800.00	-
Triangle Improvement	2,000.00	-	(2,000.00)
Rathgeber Improvements	-	-	-
Skate Park	-	-	-
DSRP Salaries	376,654.59	330,000.00	(46,654.59)
DSRP Benefits	54,436.25	43,000.00	(11,436.25)
DSRP Taxes	30,032.28	27,930.02	(2,102.26)
DSRP Retirement	19,323.28	19,000.00	(323.28)
DS Ranch Park Phone/Network	500.00	-	(500.00)
DS Ranch Park Electricity	500.00	-	(500.00)
Aquatics Program Income	85,800.00	27,000.00	(58,800.00)
Pool and Pavilion Rental	16,800.00	16,800.00	-
Reimbursement of Utility Costs	8,000.00	2,014.95	(5,985.05)
Aquatics Staff	70,591.24	55,000.00	(15,591.24)
Founders Pool	28,240.00	6,000.00	(22,240.00)
Founders Pool Supplies	-	-	-
Pool Phone/Network	1,500.00	1,675.00	175.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-
FMP Pool//Electricity	4,500.00	7,250.00	2,750.00
FMP Pool Propane	20,000.00	11,000.00	(9,000.00)
Founders Pool	-	-	-
Craft booths/Business Booths	6,500.00	6,255.81	(244.19)
Food booths	1,100.00	1,312.50	212.50
BBQ cookers	4,600.00	4,837.50	237.50
Carnival	9,500.00	13,585.46	4,085.46
Parade	3,750.00	3,975.00	225.00
Sponsorship	70,000.00	85,750.00	15,750.00
Parking concession	1,700.00	3,299.22	1,599.22
Electric	2,400.00	3,100.00	700.00
Misc.	-	-	-
TXF from General Fund	-	13,000.00	13,000.00
Clean Up	5,060.00	5,500.00	440.00
Transportation	-	-	-
FD Event Supplies	7,000.00	4,538.38	(2,461.62)
Tent, Tables & Chairs	4,500.00	6,671.08	2,171.08
Barricades/Traffic Plan	19,874.00	14,819.72	(5,054.28)
Porta-Potties	7,150.00	10,019.00	2,869.00
Electricity	1,800.00	1,843.34	43.34
Parade	650.00	815.12	165.12
Publicity	8,500.00	9,551.14	1,051.14
Bands/Music/Sound	15,000.00	13,950.00	(1,050.00)

	FY 2022 Adopted	FY 2022 Amended	Change
Sponsorship	5,000.00	5,551.97	551.97
Security	20,000.00	41,967.98	21,967.98
Health, Safety & Lighting			-
Contingencies	416.00	5,613.27	5,197.27
- Emergency Management Equipment	50,970.00	50,970.00	-
- Emergency Equipment Fire & Safety	2,118.00	1,500.00	(618.00)
- Emergency Mgt PR	2,000.00	2,000.00	-
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00	-
- Emergency Management Other			-
Ag Facility Fees	37,065.00	875.00	(36,190.00)
TXF to DSRP	37,065.00	875.00	(36,190.00)
Tree Replacement Fees	-	371,340.00	371,340.00
Sports and Rec Park	2,000.00	2,000.00	-
FMP	2,000.00	2,000.00	-
Charro	1,000.00	1,000.00	-
Professional Services	2,000.00	-	(2,000.00)
DSRP	-		-
Historic Districts	3,850.00	3,958.00	108.00
City Hall Lawn and Tree Maintenance	1,300.00	2,300.00	1,000.00
Fees	-	86,480.00	86,480.00
Expense	16,056.00	-	(16,056.00)
Parkland Fees	-	107,210.49	107,210.49
Park Improvements	113,462.80	65,731.40	(47,731.40)
Parkland Development Fees	161,000.00	5,832.00	(155,168.00)
Transfer to Parks	111,731.40	5,832.00	(105,899.40)
TXF from DSRP	5,731.00	5,731.00	-
TXF from General Fund	25,462.00	25,462.00	-
TXF from WWU	-	-	-
Vehicle Replacement	-		
House Maintenance	1,000.00	6,000.00	5,000.00
Ranch House Supplies	1,000.00	2,500.00	1,500.00
House Equipment	-		-
Riding Permits	10,000.00	10,000.00	-
Stall Rentals	39,200.00	45,000.00	5,800.00
RV/Camping Site Rentals	19,000.00	29,650.00	10,650.00
Facility Rentals	135,500.00	125,000.00	(10,500.00)
Equipment Rental	5,000.00	2,500.00	(2,500.00)
Staff & Misc. Fees	4,000.00	5,500.00	1,500.00
Cleaning Fees	25,000.00	23,500.00	(1,500.00)
Sponsorships & Donations	136,275.00	16,250.00	(120,025.00)
General Program and Events:	84,275.00		(84,275.00)
- Coyote Camp	-	80,000.00	80,000.00
- Riding Series	-	65,000.00	65,000.00
- Misc. Events	-	9,350.00	9,350.00
- Programing			-

	FY 2022 Adopted	FY 2022 Amended	Change
Other Income	4,000.00	825.00	(3,175.00)
Interest	600.00	1,500.00	900.00
Merchandise Sales	21,300.00	23,500.00	2,200.00
TXF from Ag Facility	37,065.00	875.00	(36,190.00)
TXF from HOT	253,501.87	335,701.87	82,200.00
TXF for RV/ Parking Lot HOT	-	47,800.00	47,800.00
TXF from General Fund	75,000.00	178,000.00	-
DSRP On Call	10,400.00	10,400.00	-
Camp Staff	64,054.20	64,054.20	-
Equipment Maintenance	16,000.00	23,000.00	7,000.00
Fleet Maintenance	2,500.00	2,500.00	-
Dues, Fees and Subscriptions	9,561.94	20,000.00	10,438.06
Training and Education	400.00	400.00	-
Tree Planting	-	-	-
General Maintenance and Repair	96,828.92	86,828.92	(10,000.00)
Grounds and General Maintenance	21,690.00	21,690.00	-
Stall Cleaning & Repair	2,000.00	750.00	(1,250.00)
Lift Station Maintenance	-	-	-
Office Supplies	10,000.00	7,500.00	(2,500.00)
Equipment Rental	2,000.00	1,000.00	(1,000.00)
Fleet Acquisition	15,000.00	15,000.00	-
Supplies and Materials	21,000.00	-	(21,000.00)
General Program and Events:	13,950.00		(13,950.00)
Merchandise	11,402.63	11,600.00	197.37
Equipment	26,922.00	3,000.00	(23,922.00)
Sponsorship Expenses	-	750.00	750.00
- Coyote Camp	-	13,250.00	13,250.00
- Riding Series	-	32,000.00	32,000.00
- Misc. Events	-	8,400.00	8,400.00
- Programing	-	-	-
- Concert Series	-	-	-
Network and Communications	56,304.00	61,500.00	5,196.00
Water	7,000.00	10,250.00	3,250.00
Portable Toilets	5,953.40	1,000.00	(4,953.40)
Alarm	1,112.40	3,500.00	2,387.60
Electric	60,000.00	84,000.00	24,000.00
Septic	750.00	-	(750.00)
Propane/Natural Gas	2,500.00	7,400.00	4,900.00
On Call Phone	2,060.00	-	(2,060.00)
Advertising	-	-	-
Postage	100.00	30.00	(70.00)
Mileage	500.00	-	(500.00)
Contingencies	50,000.00	15,000.00	(35,000.00)
Other Expense	20,000.00	10,000.00	(10,000.00)
HCLE	13,200.00	13,200.00	-

	FY 2022 Adopted	FY 2022 Amended	Change
Co-Sponsored Events	34,800.00	5,050.00	(29,750.00)
Improvements	151,500.00	316,700.00	165,200.00
RV/Parking Lot	-	47,800.00	47,800.00
TXF to Vehicle Replacement Fund	5,731.00	5,731.00	-
- Concert Series			-
Booth Space	42,000.00	45,250.00	3,250.00
Applications	2,650.00	1,395.00	(1,255.00)
Membership Fee	-	1,282.50	1,282.50
FM Sponsor	1,000.00	3,445.00	2,445.00
Interest Income	500.00	85.00	(415.00)
Grant Income	1,000.00	1,000.00	-
Market Event/Merch.	500.00	1,000.00	500.00
Transfer from General Fund		3,657.83	3,657.83
Market Manager	36,884.80	39,195.64	2,310.84
Market Specialist	-	1,672.65	1,672.65
DSFM Benefits	7,608.13	8,602.54	994.41
Payroll Tax Expense	3,073.69	3,265.77	192.08
Retirement	2,213.09	2,373.59	160.50
Dues Fees & Subscriptions	200.00	275.00	75.00
Training	200.00	-	(200.00)
Office Expense	100.00	50.00	(50.00)
Supplies Expense	400.00	4,500.00	4,100.00
Network & Phone		247.92	247.92
Advertising	2,600.00	2,600.00	-
Entertainment& Activities	1,000.00	1,300.00	300.00
Market Event	500.00	-	(500.00)
Contingency Fund	500.00		(500.00)
Other Expense	200.00	1,425.00	1,225.00
Capital Fund	-		-
Transfer to Reserve Fund			-
Hotel Occupancy Tax	500,000.00	914,178.23	414,178.23
Interest	1,500.00	120.00	(1,380.00)
TXF to Debt Service	89,505.00	89,505.00	-
RV/ Parking Lot	-	47,800.00	47,800.00
Convention & Information Center Grants		208,564.00	
Advertising	3,505.00	3,505.00	-
Christmas Lighting Displays	15,000.00	12,176.00	(2,824.00)
Historic Districts Marketing	2,800.00	2,800.00	-
Dues and Fees	8,000.00	7,500.00	(500.00)
Tourism Advertising Grants		11,200.00	
Arts			-
Arts Grants			
Historical Restoration Grants		11,500.00	
Signage	28,800.00	3,800.00	(25,000.00)
Public Signage Grants		2,000.00	

	FY 2022 Adopted	FY 2022 Amended	Change
Lighting			-
TXF to Event Center	253,501.87	335,701.87	82,200.00
TXF to General Fund	-		-
Overuse fees	134,550.60	109,058.62	(25,491.98)
Reuse Fees	-		-
PEC	130,000.00	159,300.39	29,300.39
ROW Fees	6,000.00	6,000.00	-
Cable	130,000.00	157,016.79	27,016.79
TX Gas Franchise Fees	3,000.00	9,952.01	6,952.01
Wastewater Service	945,095.04	1,202,123.09	257,028.05
Late Fees/Rtn check fees	9,480.00	41,573.38	32,093.38
Delayed Connection Fees	157,850.00	2,700.00	(155,150.00)
Line Extensions	-		-
Transfer fees	9,600.00	5,370.00	(4,230.00)
Other Income	35,000.00	37,000.00	-
Interest	50,000.00	60,000.00	10,000.00
TXF from General Fund	-	155,721.00	155,721.00
TXF from TWDB	6,520,000.00	289,000.00	(6,231,000.00)
Portion of Sales Tax	759,225.14	838,615.57	79,390.43
Salaries	246,000.00	200,000.00	(46,000.00)
On Call	10,400.00	10,400.00	-
Benefits	30,738.21	24,897.95	(5,840.26)
Taxes	20,622.60	16,704.31	(3,918.29)
Retirement	15,384.00	12,461.04	(2,922.96)
- Auditing	10,000.00	-	(10,000.00)
Engineering & Surveying		378,188.00	
- Legal Fees	35,000.00	50,000.00	15,000.00
- Planning and Permitting	50,000.00	60,000.00	10,000.00
- Laboratory Testing	25,000.00	20,000.00	(5,000.00)
- Equipment Maintenance	-	2,000.00	2,000.00
- Fleet Maintenance	1,200.00	1,000.00	(200.00)
Dues, Fees and Subscriptions	-	700.00	700.00
Training	8,000.00	8,000.00	-
- Road Reconstruction	10,000.00	5,000.00	(5,000.00)
WWTP Maintenance		52,600.00	
- Routine Operations	70,000.00	70,000.00	-
- Non-Routine Operations	65,000.00	90,000.00	25,000.00
Lift Station Maintenance		80,000.00	
Sanitary Sewer Line Maintenance		156,500.00	
Drip Field Maintenance		20,000.00	
- Sludge Hauling	80,000.00	125,000.00	45,000.00
- Wastewater Flow Measurement	9,000.00	11,000.00	2,000.00
Utility Operations		74,125.00	
- IT Equipment & Support			-
- Software	-		-

	FY 2022 Adopted	FY 2022 Amended	Change
Uniforms	2,800.00	3,100.00	300.00
- Fleet Acquisition	46,400.00	46,133.45	(266.55)
- Fuel	5,000.00	5,000.00	-
- Supplies	10,000.00	45,000.00	35,000.00
- Chemicals	9,600.00	9,600.00	-
- Equipment	123,240.00	125,000.00	1,760.00
- Phone/Network	8,904.00	8,904.00	-
- Electricity	73,500.00	78,000.00	4,500.00
Other Expense	52,000.00	56,000.00	4,000.00
Capital Projects		500,000.00	
TWDB - Capital Projects		-	
TWDB - Engineering and Design		237,541.00	
- Consultants and Legal	760,000.00	760,000.00	-
Transfer to General Fund			-
TXF to Water Fund	12,000.00	-	(12,000.00)
TXF to Vehicle Replacement Fund	-		-
Transfer to Vehicle Replacement Fund			-
- Tap Fees			
- Impact Fees			
- Temporary Meter Set Fees			
- Disconnect Fees			
- Base Rate		4,550.00	4,550.00
- Usage		60,000.00	60,000.00
- Penalties			
TXF from Wastewater Fund	12,000.00	-	
- Planning and Permitting			
- Laboratory Testing			
- Routine Operations			
- Non Routine Operations			
- System Maintenance & Repair			
- Regulatory Expense			
Operating and Maintenance	12,000.00	-	(12,000.00)
- Supplies			
PEC			
ROW Fees			
Cable			
TX Gas Franchise Fees			
Interest			
TXF from General Fund			
Salaries			
On Call			
Benefits			
Taxes			
Retirement			
- Auditing			

	FY 2022 Adopted	FY 2022 Amended	Change
- Legal Fees			
- Equipment Maintenance			
- Fleet Maintenance			
Training			
Utility Operations			
- IT Equipment & Support			
- Software			
Uniforms			
- Fleet Acquisition			
- Fuel			
- Equipment			
- Phone/Network			
Other Expense			
Interest	6.00	6.00	-
Revenues	6,490,000.00	289,000.00	(6,201,000.00)
Escrow Fees	300.00	300.00	-
Expenses	6,490,000.00	289,000.00	(6,201,000.00)
Impact Fees	2,079,320.00	3,547,440.00	1,468,120.00
Impact Fee Deposits	-	-	-
Interest Income	25,000.00	51,000.00	26,000.00
Transfer to Debt Service		1,694,764.76	
Interest	1,200.00	1,800.00	600.00
TXF from HOT	89,505.00	89,505.00	-
Tax Series 2013	92,410.00	92,410.00	-
Interest	8,000.00	9,500.00	1,500.00
TXF from Impact Fund	711,231.76	711,231.76	-
Debt Payment 2015	733,288.20	733,288.20	-
Interest	12,000.00	12,000.00	-
TXF from Impact Fees	983,553.00	983,553.00	-
Interest	-	-	-
TXF from Impact Fees	-	-	-
Tax Series 2019	958,553.00	958,553.00	-
Tax Series 2022	-	-	-
Interest	16,000.00	18,000.00	2,000.00
TXF from General Fund	200,000.00	300,000.00	100,000.00
City AV	89,118.46	93,641.57	4,523.11
County AV	218,599.49	191,901.06	(26,698.43)
Interest Income	3,000.00	8,675.00	5,675.00
City for GAP Escrow	250,000.00	250,000.00	-
EPS Reimbursements	-	-	-
HDR	227,500.00	240,000.00	12,500.00
Legal Fees	20,000.00	20,000.00	-
MAS	62,500.00	25,000.00	(37,500.00)
Miscellaneous Consultant		7,500.00	
Project Management/Misc. Costs	48,000.00	20,000.00	(28,000.00)

	FY 2022 Adopted	FY 2022 Amended	Change
Project Administration P3 Works	35,000.00	15,000.00	(20,000.00)
Creation Cost Reimbursements	-	-	-
Stakeholder Reimbursement	-	156,200.76	156,200.76
TXF to GAP Escrow	250,000.00	250,000.00	-
City AV	111,125.78	114,269.93	3,144.16
County AV	254,043.81	232,569.38	(21,474.43)
Interest Income	400.00	3,700.00	3,300.00
Creation Cost Reimbursements	-	-	-
Stakeholder Reimbursement	-	43,799.54	43,799.54
TWC	27,000.00	30,000.00	3,000.00
Interest Income	1,400.00	1,950.00	550.00
			-

AD Valorem	Attachment-25	59204.88
Sales Tax		-3800000.00
Mixed Beverage		-75000.00
AV P&I		-4000.00
Solid Waste		-45000.00
Alcohol Permits		-6852.50
Health Permits/Inspections		-75000.00
FEMA		
Other Income		-40000.00
Bank Interest		-50000.00
CARES Act		
Coronavirus Local Fiscal Recovery Funds (CLFRF)		
TXF from Capital Improvements		
TXF DSRP On Call		-10400.00
TXF from HOT		-2404.33
TXF from WWU		-4066.66
TXF from TIRZ		
Salaries		2624223.34
Benefits		278376.89
Taxes		209825.09
Retirement		156944.31
- Human Resource Consultant		15000.00
Dues, Fees, Subscriptions		41337.95
Training/CE		92892.04
Supplies		30000.00
Miscellaneous Office Equipment		6000.00
Postage		3200.00
- Animal Control		3400.00
- Economic Development		5000.00
Mileage		2000.00
Contingencies/Emergency Fund		50000.00
Miscellaneous Office Expense		10000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)		
TXF to Reserve Fund		500000.00
TXF AV to TIF		355961.65
TXF to DSRP		275884.04
TXF to Capital Improvement Fund		300000.00
TXF to Vehicle Replacement Fund		70326.00
TXF to Founders Day		
TXF to Farmers Market		15249.56
- OFR Grant Writer		0.00
- Family Violence Ctr		7000.00
- Land Acquisition		10000.00
Election		8000.00
Code Publication		8000.00
Public Notices		6000.00
- Records Management		1220.00
Municipal Court		-1000.00
- Muni Court		15500.00

- Special Counsel and Consultants	Attachment "A" 5800.00
- Government Affairs	60000.00
Website	6625.00
Public Relations	5200.00
Office IT Equipment and Support	105890.00
Software Purchase, Agreements and Licenses	218759.00
Communications Network/Phone	36830.84
- Financial Services	35000.00
- Liability	25000.00
- Property	41000.00
- Workers' Comp	25000.00
Bad Debt Expense	0.00
Sales Tax TXF to WWU	760000.00
SPA & ECO D TXF	218880.00
- Site Dev	-400000.00
- Zoning/Signs/Ord	-65000.00
- Subdivision	-890750.00
- Engineering	70000.00
- Health Inspector	50000.00
- Architectural and Landscape Consultants	5000.00
- Historic District Consultant	3500.00
- Planning Consultant	250000.00
Fire Inspections	-50000.00
Building Code	-1500000.00
- Bldg. Inspector	750000.00
- Lighting Consultant	1000.00
- Fire Inspector	40000.00
- Improvement Projects	1096332.00
Office Maintenance/Repairs	18510.00
Equipment Maintenance	5500.00
Fleet Maintenance	44180.00
Stephenson Building & Lawn Maintenance	6000.00
- Street & ROW Maintenance	204050.00
Uniforms	12320.00
Fleet Acquisition	50000.00
Maintenance Equipment	97500.00
Maintenance Supplies	5100.00
- Street Lights	20000.00
- Streets Water	4000.00
- Office Electric	5500.00
- Office Water	650.00
- Stephenson Electric	1500.00
- Stephenson Water	500.00
- Lighting Compliance	2000.00
- Stephenson Parking Lot Improvements	
- Stephenson Building Rehabilitation	210000.00
- Downtown Bathroom	200000.00
- City Hall Planning	30000.00
- Street Improvements	693707.99

Item # 15.

City Hall Improvements	Attachment "A" 00000.00
Sponsorships and Donations	-5000.00
Community Service Permit Fees	-1800.00
Programs and Events	-8000.00
Park Rental Fees	-5950.00
TXF from Parkland Dedication	-107000.00
TXF from Landscaping Fund	-1000.00
TXF from HOT Fund	-167000.00
TXF from CLFRF	-160570.49
TXF from Contingency Funds	
TXF from Parkland Development	
Program Event Staff	13400.00
Camp Staff	0.00
Park Consultants	10000.00
Dues Fees and Subscriptions	1464.50
General Maintenance (All Parks)	1000.00
Founders Park	50740.00
S&R	31420.00
Charro Ranch Park	7250.00
Triangle/ Veteran's Memorial Park	700.00
Skate Park Maintenance	500.00
Rathgeber Maintenance	900.00
Equipment Rental	1000.00
General Parks	8550.00
Charro Ranch Supplies	1500.00
Founders Park Supplies	
S&R Supplies	400.00
Program and Events	20050.00
Portable Toilets	7250.00
Triangle Electric	500.00
Triangle Water	1000.00
S&R Park Water	13000.00
SRP Electric	2500.00
Advertising & Marketing	11250.00
City Sponsored Events	5000.00
Other	11500.00
All Parks	6500.00
Founders Park	187048.36
S & R Park	150000.00
Charro Ranch Park	1000.00
Triangle Improvement	17000.00
Rathgeber Improvements	110000.00
Skate Park	75000.00
DSRP Salaries	485020.13
DSRP Benefits	73071.07
DSRP Taxes	38873.31
DSRP Retirement	27399.78
DS Ranch Park Phone/Network	0.00
DS Ranch Park Electricity	0.00

Item # 15.

Aquatics Program Income	Attachment "A" 29400.00
Pool and Pavilion Rental	-16950.00
Reimbursement of Utility Costs	
Aquatics Staff	77043.15
Founders Pool	16000.00
Founders Pool Supplies	24705.00
Pool Phone/Network	1650.00
FMP Pool/ Pavilion Water	6000.00
FMP Pool//Electricity	7250.00
FMP Pool Propane	20000.00
Founders Pool	1500.00
Craft booths/Business Booths	-6250.00
Food booths	-1100.00
BBQ cookers	-4600.00
Carnival	-10000.00
Parade	-3750.00
Sponsorship	-82500.00
Parking concession	-1700.00
Electric	-3000.00
Misc.	
TXF from General Fund	
Clean Up	5500.00
Transportation	4500.00
FD Event Supplies	5000.00
Tent, Tables & Chairs	4000.00
Barricades/Traffic Plan	19000.00
Porta-Potties	12000.00
Electricity	6400.00
Parade	650.00
Publicity	9500.00
Bands/Music/Sound	22500.00
Sponsorship	6000.00
Security	32500.00
Health, Safety & Lighting	15500.00
Contingencies	3438.01
- Emergency Management Equipment	45690.00
- Emergency Equipment Fire & Safety	611.00
- Emergency Mgt PR	2000.00
- Emergency Equipment Maintenance & Service	11702.00
- Emergency Management Other	30000.00
Ag Facility Fees	-47495.00
TXF to DSRP	47495.00
Tree Replacement Fees	
Sports and Rec Park	
FMP	
Charro	1000.00
Professional Services	
DSRP	
Historic Districts	25000.00

Item # 15.

City Hall Lawn and Tree Maintenance

Attachment "A" 2300.00

Item # 15.

Fees	
Expense	
Parkland Fees	
Park Improvements	107000.00
Parkland Development Fees	
Transfer to Parks	
TXF from DSRP	-29595.00
TXF from General Fund	-70326.00
TXF from WWU	-29911.00
Vehicle Replacement	
House Maintenance	10000.00
Ranch House Supplies	1000.00
House Equipment	
Riding Permits	-9500.00
Stall Rentals	-37200.00
RV/Camping Site Rentals	-19000.00
Facility Rentals	-113500.00
Equipment Rental	-6000.00
Staff & Misc. Fees	-4000.00
Cleaning Fees	-25000.00
Sponsorships & Donations	-52275.00
General Program and Events:	
- Coyote Camp	-137100.00
- Riding Series	-82000.00
- Misc. Events	-2000.00
- Programing	-15100.00
Other Income	-500.00
Interest	-600.00
Merchandise Sales	-21065.20
TXF from Ag Facility	-47495.00
TXF from HOT	-395000.00
TXF for RV/ Parking Lot HOT	
TXF from General Fund	-275884.04
DSRP On Call	10400.00
Camp Staff	108246.48
Equipment Maintenance	25000.00
Fleet Maintenance	5500.00
Dues, Fees and Subscriptions	5127.50
Training and Education	9500.00
Tree Planting	
General Maintenance and Repair	206490.00
Stall Cleaning & Repair	4000.00
Lift Station Maintenance	12000.00
Office Supplies	10000.00
Equipment Rental	2000.00
Fleet Acquisition	0.00
Supplies and Materials	25500.00
General Program and Events:	

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Merchandise	Attachment "A" 10500.00
Equipment	267250.00
Sponsorship Expenses	2100.00
- Coyote Camp	16000.00
- Riding Series	32000.00
- Misc. Events	700.00
- Programing	8000.00
- Concert Series	
Network and Communications	11316.40
Water	7000.00
Portable Toilets	2500.00
Alarm	6660.00
Electric	60000.00
Septic	750.00
Propane/Natural Gas	2500.00
On Call Phone	501.60
Advertising	17750.00
Postage	0.00
Mileage	500.00
Contingencies	50000.00
Other Expense	20000.00
HCLE	13200.00
Co-Sponsored Events	7900.00
Improvements	345000.00
TXF to Vehicle Replacement Fund	29595.00
- Concert Series	
Booth Space	-54600.00
Applications	-750.00
Membership Fee	-2600.00
FM Sponsor	-5000.00
Interest Income	-200.00
Grant Income	-1000.00
Market Event/Merch.	-1000.00
Transfer from General Fund	-15300.59
Market Manager	52679.65
Market Specialist	
DSFM Benefits	8125.04
Payroll Tax Expense	4281.99
Retirement	3173.95
Dues Fees & Subscriptions	200.00
Training	200.00
Office Expense	300.00
Supplies Expense	4000.00
Network & Phone	252.00
Advertising	3000.00
Entertainment& Activities	3000.00
Market Event	500.00
Contingency Fund	500.00
Other Expense	2600.00

Item # 15.

Capital Fund	Attachment "A"	0.00
Transfer to Reserve Fund		35000.00
Hotel Occupancy Tax		-700000.00
Interest		-240.00
TXF to Debt Service		91600.00
RV/ Parking Lot		
Convention & Information Center Grants		185000.00
Advertising		2100.00
Christmas Lighting Displays		45000.00
Historic Districts Marketing		2800.00
Dues and Fees		8000.00
Tourism Advertising Grants		29000.00
Arts		20000.00
Arts Grants		10000.00
Historical Restoration Grants		59198.00
Signage		44560.00
Public Signage Grants		8000.00
Lighting		150000.00
TXF to Event Center		395000.00
TXF to General Fund		2404.33
Overuse fees		-150000.00
Reuse Fees		
PEC		
ROW Fees		
Cable		
TX Gas Franchise Fees		
Wastewater Service		-1285365.12
Late Fees/Rtn check fees		-9600.00
Delayed Connection Fees		-5000.00
Line Extensions		
Transfer fees		-9000.00
Other Income		-95000.00
Interest		
TXF from General Fund		
TXF from TWDB		-4420000.00
Portion of Sales Tax		-760000.00
Salaries		
On Call		
Benefits		
Taxes		
Retirement		
- Auditing		
Engineering & Surveying		625000.00
- Legal Fees		
- Planning and Permitting		7500.00
- Laboratory Testing		34250.00
- Equipment Maintenance		
- Fleet Maintenance		
Dues, Fees and Subscriptions		0.00

Item # 15.

Attachment "A"

Item # 15.

Training	
- Road Reconstruction	
WWTP Maintenance	119407.00
- Routine Operations	99500.00
- Non-Routine Operations	106860.00
Lift Station Maintenance	74270.00
Sanitary Sewer Line Maintenance	64116.00
Drip Field Maintenance	44900.00
- Sludge Hauling	178100.00
- Wastewater Flow Measurement	9000.00
Utility Operations	4250.00
- IT Equipment & Support	
- Software	
Uniforms	
- Fleet Acquisition	
- Fuel	
- Supplies	27400.00
- Chemicals	16440.00
- Equipment	
- Phone/Network	12330.00
- Electricity	109600.00
Other Expense	52000.00
Capital Projects	2000000.00
TWDB - Capital Projects	5050000.00
TWDB - Engineering and Design	895000.00
- Consultants and Legal	175000.00
Transfer to General Fund	4066.66
TXF to Water Fund	
Transfer to Vehicle Replacement Fund	29911.00
- Tap Fees	
- Impact Fees	
- Temporary Meter Set Fees	
- Disconnect Fees	
- Base Rate	-7800.00
- Usage	-150000.00
- Penalties	
TXF from Wastewater Fund	
- Planning and Permitting	
- Laboratory Testing	25000.00
- Routine Operations	25000.00
- Non Routine Operations	20000.00
- System Maintenance & Repair	20000.00
Operating and Maintenance	0.00
- Supplies	50000.00
PEC	-130000.00
ROW Fees	-6000.00
Cable	-130000.00
TX Gas Franchise Fees	-3000.00
Interest	

TXF from General Fund	Attachment "A"	50000.00
Salaries		398740.00
On Call		10400.00
Benefits		56988.71
Taxes		33063.21
Retirement		24650.69
- Auditing		10000.00
- Legal Fees		250000.00
- Equipment Maintenance		10000.00
- Fleet Maintenance		10000.00
Training		9254.00
Utility Operations		69000.00
- IT Equipment & Support		5640.00
- Software		37267.00
Uniforms		5000.00
- Fleet Acquisition		45000.00
- Fuel		15000.00
- Equipment		50000.00
- Phone/Network		
Other Expense		
Interest		
Revenues		-4420000.00
Escrow Fees		
Expenses		4420000.00
Impact Fees		-1670000.00
Impact Fee Deposits		
Interest Income		-30000.00
Transfer to Debt Service		4143594.62
Interest		-1200.00
TXF from HOT		-91600.00
Tax Series 2013		89505.00
Interest		-8000.00
TXF from Impact Fund		-698498.56
Debt Payment 2015		711231.76
Interest		-12000.00
TXF from Impact Fees		-1013533.00
Interest		0.00
TXF from Impact Fees		-2431563.06
Tax Series 2019		983553.00
Tax Series 2022		1215163.06
Interest		-18000.00
TXF from General Fund		-300000.00
City AV		-115297.54
County AV		-215354.00
Interest Income		-3000.00
City for GAP Escrow		0.00
EPS Reimbursements		
HDR		478000.00
Legal Fees		12000.00

Item # 15.

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MAS	Attachment "A"	30000.00
Miscellaneous Consultant		
Project Management/Misc. Costs		32000.00
Project Administration P3 Works		16000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		
TXF to GAP Escrow		0.00
City AV		-240664.11
County AV		-437211.00
Interest Income		-2000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		
TWC		-27000.00
Interest Income		-1700.00

Item # 15.

FY 2023 Expenditures

	City	\$ 11,791,542.99
General Fund	Parks	\$ 896,571.01
	Founders Day	\$ 146,488.01
Farmers Market		\$ 117,812.63
Dripping Springs Ranch Park		\$ 1,346,486.98
Hotel Occupancy Tax Fund		\$ 1,052,662.33
Impact Fund		\$ 4,143,594.62
	Wastewater	\$ 9,738,900.66
Utilities	Water	\$ 140,000.00
	Operations	\$ 1,040,003.61
<hr/>		
		\$ 30,414,062.84



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

Submitted By: Craig Rice, Deputy Public Works Director

Council Meeting Date: June 6, 2023

Agenda Item Wording: Discuss and consider selection of bidder and approval of the 2023 Sportsplex Drive Maintenance Project Agreement between Lone Star Paving and the City of Dripping Springs and authorization for staff to finalize the agreement.

Agenda Item Requestor:

Summary/Background: Publication for soliciting bids for the 2023 Sportsplex Drive Maintenance project was issued with the deadline for contractors to submit sealed bids by 2:00pm on May 18, 2023. Three (3) contractors submitted bid packages before the required deadline. Tabulations were reviewed and compared by the City Engineer based on this review Lone Star Paving was identified as the lowest bid and meets qualifications for the project.

The 2023 Sportsplex Drive Maintenance project is part of the five (5) year road maintenance plan previously approved by Council. The planned project encompasses Sportsplex Dr. from Highway 290 to the Dripping Springs High School property line. The bid amount submitted by Lone Star Paving is within the allotted budget for road improvements. With approval of this project, construction will begin immediately after the construction contract has been signed by both parties with the goal of completing the project before school is back in session August 15, 2023.

Commission Recommendations: N/A

Recommended Council Actions: Staff recommends awarding Lone Star Paving with the 2023 Sportsplex Drive Maintenance Project

Attachments: Contract Cover Sheet LON06062023
 05.04.23 Publication Affidavit_RFB 2023 Sportsplex Dr. Maint. Proj.pdf
 20230512_Sportsplex_Addendum01.pdf
 20230426_Sportsplex_Project Manual.pdf
 20230426_Sportsplex_Plans.pdf

BidTab_Sportsplex.pdf

Sportsplex_BidResponse_Lone Star Paving.pdf

Bid Recommendation_Sportsplex.pdf

Next Steps/Schedule:

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



Contract Cover Sheet

<p>Contract Number</p>	<p>LON06062023</p> <p><i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i></p>
<p>Contractor with Contact Information</p>	<p>Lone Star Paving Company: Paul Brown POC:</p> <p>11675 Jollyville Rd Ste 150 Address: Austin, Tx 78759</p> <p>512-925-9558 Phone Number:</p>
<p>Effective Date</p>	<p>Upon execution</p>
<p>Termination Date</p>	
<p>Renewal/ Termination Notice Date</p>	<p>Notice of Award of contract to the successful bidder within sixty (60) days from the date of the bid opening. Bid Opening conducted Thursday, May 18, 2023.</p>
<p>Bid/Quotes/ Budgeted</p>	<p style="text-align: right;">\$541,196.90</p>
<p>Finance Review</p>	
<p>Contract Amount</p>	
<p>Department</p>	<p>Public Works</p>
<p>Reporting Requirements</p>	<p>Insurance Certificate: <input type="checkbox"/> Yes <input type="checkbox"/> NA</p> <p>Conflict Disclosure: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA</p> <p>1295 Reporting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA</p> <p>Other Reporting Requirements: Bid Security</p>
<p>Council Meeting Date (if applicable)</p>	<p>6/6/2023</p>



May 22, 2023

Craig Rice
Deputy Public Works Director
City of Dripping Springs

RE: Sportsplex Dr Maintenance Project (MAINT 2023-0001)
Recommendation of Award

Three (3) bids for the referenced project were received at the bid opening on May 18th, 2023:

- Myers Concrete Construction, LP
- Alpha Paving Industries, LLC
- Lone Star Paving

Bids have been tabulated and the low bidder is **Lone Star Paving** with the following bid:

Base Bid:	\$ 351,407.99
Add Alt 1 Bid:	\$ 189,788.91
Total Bid Amount:	\$ 541,196.90

Staff recommends award of the Base Bid + Add Alt 1 portion of contract for a **total amount of \$541,196.90** to **Lone Star Paving** based on evaluation of the bid response packages.

Attached for reference is the bid tabulation and copies of the low bidder's bid response package. Please feel free to call me at 512-220-8100 if you have any questions regarding this recommendation.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Lone Star Paving - Bid Response Package

					BID TAB							
					Engineer's Estimate		Myers Concrete Construction, LP		alpha paving Industries, LLC		Lone Star Paving	
TxDOT SPEC	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE EST	AMOUNT EST	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	
BASE BID (2" MILL & OVERLAY WITH 2" HMAC SPOT REPAIRS)	0310 6001	PRIME COAT (MULTI OPTION)	GAL	1,743	\$ 6.00	\$ 10,458.00	\$ 10.00	\$ 17,430.00	\$ 3.00	\$ 5,229.00	\$ 6.25	\$ 10,893.75
	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	2,745	\$ 41.00	\$ 112,545.00	\$ 28.00	\$ 76,860.00	\$ 18.00	\$ 49,410.00	\$ 9.19	\$ 25,226.55
	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	5,967	\$ 5.00	\$ 29,835.00	\$ 5.00	\$ 29,835.00	\$ 5.00	\$ 29,835.00	\$ 4.69	\$ 27,985.23
	0500 6001	MOBILIZATION	LS	1	10%	\$ 46,745.10	\$ 49,371.00	\$ 49,371.00	\$ 25,000.00	\$ 25,000.00	\$ 4,375.00	\$ 4,375.00
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)	MO	1	\$7,315.00	\$ 7,315.00	\$ 7,924.00	\$ 7,924.00	\$ 15,000.00	\$ 15,000.00	\$ 11,250.00	\$ 11,250.00
	0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	9	\$ 972.00	\$ 8,748.00	\$ 1,184.00	\$ 10,656.00	\$ 525.00	\$ 4,725.00	\$ 750.00	\$ 6,750.00
	0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	314	\$ 3.00	\$ 942.00	\$ 7.00	\$ 2,198.00	\$ 3.00	\$ 942.00	\$ 3.75	\$ 1,177.50
	0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	230	\$ 23.00	\$ 5,290.00	\$ 12.00	\$ 2,760.00	\$ 9.00	\$ 2,070.00	\$ 15.00	\$ 3,450.00
	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	6	\$ 270.00	\$ 1,620.00	\$ 381.00	\$ 2,286.00	\$ 200.00	\$ 1,200.00	\$ 312.50	\$ 1,875.00
	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	9	\$ 270.00	\$ 2,430.00	\$ 518.00	\$ 4,662.00	\$ 375.00	\$ 3,375.00	\$ 500.00	\$ 4,500.00
	0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	4,947	\$ 2.00	\$ 9,894.00	\$ 2.00	\$ 9,894.00	\$ 1.50	\$ 7,420.50	\$ 1.25	\$ 6,183.75
	0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	LF	451	\$ 2.00	\$ 902.00	\$ 2.00	\$ 902.00	\$ 1.50	\$ 676.50	\$ 1.56	\$ 703.56
	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	123	\$ 6.00	\$ 738.00	\$ 9.00	\$ 1,107.00	\$ 3.00	\$ 369.00	\$ 7.50	\$ 922.50
	0666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	30	\$ 1.00	\$ 30.00	\$ 2.00	\$ 60.00	\$ 6.00	\$ 180.00	\$ 1.88	\$ 56.40
	0666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	126	\$ 6.00	\$ 756.00	\$ 11.00	\$ 1,386.00	\$ 7.00	\$ 882.00	\$ 7.50	\$ 945.00
	0666 6192	REFL PAV MRK TY II (W) (WORD)	EA	1	\$ 149.00	\$ 149.00	\$ 107.00	\$ 107.00	\$ 250.00	\$ 250.00	\$ 187.50	\$ 187.50
	0666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	62	\$ 1.00	\$ 62.00	\$ 2.00	\$ 124.00	\$ 5.00	\$ 310.00	\$ 1.25	\$ 77.50
	0672 6007	REFL PAV MRKR TY I-C	EA	16	\$ 10.00	\$ 160.00	\$ 16.00	\$ 256.00	\$ 15.00	\$ 240.00	\$ 15.00	\$ 240.00
	0672 6009	REFL PAV MRKR TY II-A-A	EA	105	\$ 13.00	\$ 1,365.00	\$ 16.00	\$ 1,680.00	\$ 15.00	\$ 1,575.00	\$ 15.00	\$ 1,575.00
	0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	126	\$ 12.00	\$ 1,512.00	\$ 105.00	\$ 13,230.00	\$ 24.00	\$ 3,024.00	\$ 7.50	\$ 945.00
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	5,967	\$ 25.00	\$ 149,175.00	\$ 27.00	\$ 161,109.00	\$ 37.00	\$ 220,779.00	\$ 21.25	\$ 126,798.75	
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN)	SY	2,745	\$ 45.00	\$ 123,525.00	\$ 55.00	\$ 150,975.00	\$ 59.00	\$ 161,955.00	\$ 42.00	\$ 115,290.00	
TOTAL BASE BID AMOUNT					\$514,196.10		\$544,812.00		\$534,447.00		\$ 351,407.99	
Engineer's Base Bid Estimate with 5% Contingency					\$539,905.91							
ADD ALT 1 (MILL 4" & OVERLAY 4" TY D HMAC)	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	-2,745	\$ 41.00	\$ (112,545.00)	\$ 28.00	\$ (76,860.00)	\$ 5.00	\$ (13,725.00)	\$ 9.19	\$ (25,226.55)
	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	8,712	\$ 13.00	\$ 113,256.00	\$ 13.00	\$ 113,256.00	\$ 15.00	\$ 130,680.00	\$ 7.31	\$ 63,684.72
	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	-5,967	\$ 5.00	\$ (29,835.00)	\$ 5.00	\$ (29,835.00)	\$ 5.00	\$ (29,835.00)	\$ 4.69	\$ (27,985.23)
	0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4")	SY	8,712	\$ 7.00	\$ 60,984.00	\$ 5.00	\$ 43,560.00	\$ 9.00	\$ 78,408.00	\$ 7.31	\$ 63,684.72
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)	MO	-1	\$ 7,315.00	\$ (7,315.00)	\$ 2,283.00	\$ (2,283.00)	\$ 6,000.00	\$ (6,000.00)	\$ 11,250.00	\$ (11,250.00)
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (ADD ALT 1)	MO	1	\$ 7,315.00	\$ 7,315.00	\$ 2,283.00	\$ 2,283.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	-5,967	\$ 25.00	\$ (149,175.00)	\$ 27.00	\$ (161,109.00)	\$ 5.00	\$ (29,835.00)	\$ 21.25	\$ (126,798.75)
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN)	SY	5,967	\$ 45.00	\$ 268,515.00	\$ 55.00	\$ 328,185.00	\$ 58.00	\$ 346,086.00	\$ 40.00	\$ 238,680.00
TOTAL ADD ALT 1 BID AMOUNT					\$151,200.00		\$217,197.00		\$481,779.00		\$ 189,788.91	
TOTAL (BASE + ADD ALT 1) BID AMOUNT					\$665,396.10		\$762,009.00		\$1,016,226.00		\$ 541,196.90	

Engineer's Estimate with 5% Contingency **\$698,665.91**
 Red Shading = Math Error in Bid



Required Bid Items			
Bid Bond	YES	YES	YES
Non-Collusion Statement	YES	YES	YES
References	YES	YES	YES
Conflict of Interest Statement	YES	YES	YES

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF**

**2023 SPORTSPLEX DR MAINTENANCE PROJECT
(#MAINT-2023-0001)**

Prepared For:



DRIPPING SPRINGS
Texas

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

Prepared by:



9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-9266

April 2023



26 Apr 23

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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

DIVISION A
BIDDING INFORMATION & REQUIREMENTS

NOTICE TO BIDDERS

Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St., City Hall Building, Dripping Springs, Texas**, until **2:00 p.m. on Thursday, May 18, 2023**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the "Project" titled **2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001)** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

"2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)"

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier's check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas, 78620**

2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001) generally includes: 8,712 square yards of hot-mix asphaltic overlay pavement, 2,722 square yards of hot-mix asphaltic concrete pavement repair, signs, and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at cgilpin@cityofdrippingsprings.com and the City of Drippings Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **April 27, 2023**.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

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

An **Optional Pre-Bid conference** with prospective bidders will be held on **Thursday, May 4, 2023, at 1:00 p.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
 - *Sign Bid*
 - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
 - List *Unit Bid Price* for each item
 - List *Total Amount of Bid*
 - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
 - Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Tuesday May 9, 2023**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.
5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the

accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance

bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

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

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

**DIVISION B
BID PROPOSAL**

Project: **2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: Lone Star Paving
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **thirty (30) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	<u>1</u>	Dated:	<u>5/12/23</u>
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on May 17th, 2023.

By: 
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Paul Brown UP Estimating
(Typed or Printed Name and Title)


Bidder: Lone Star Paving
(Name of Company)

Business Address: 11675 Jollyville Rd Ste 150
Austin, Tx 78759

Telephone No: 512-925-9558

IF Bidder is a Corporation:

ATTEST


(Signature of Witness)

(Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

ADDENDUM NO. 1

Project: **MAINT 2023-0001 – SPORTSPLEX DR**

Owner: **City of Dripping Springs, Texas**

Engineer: **Chad Gilpin, P.E. – City Engineer**

Date: **May 12th, 2023**

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

1. Contractor Questions

1. *Question: Is there a Geotech report available or any information on whats already existing?*
Response: A Geotech report is not available for this project. The existing pavement section noted in the original project's as-built plans is 2" HMAC & 11.5" Base.

2. *Question: In the notes related to pay Item it states "Where Hays Co Spec for Roadway Design & Paving are in Conflict with TXDOT Spec Listed above Hays Co Spec shall supersede." I just want to clarify that we will have to use the Hays Co. TY D 64-22 Super Pave(Current Hays Co Subdivision Spec) in place of the TY D 70-22 TXDOT? This mix is roughly \$20/ton more expensive than the TY D 70-22. I would also like to make sure the other bidders are aware of this since the Hays Co spec seems to change every year.*
Response: HMAC shall be per TxDOT ITEM 3076 TY D 70-22.

3. *Question: TXDOT Spec for the Minimum Thickness of TY B is 2.5" due to the Size of Aggregate in the mix, this is calling for 2" on Base Bid & Add Alt 1.*
Response: HMAC TY B has been removed from the plans and bid form. Please see attached revised bid documents.

4. *Question: Bid Form Item 2 Flexible Pavement Repair 4" – is this just the demo item? As the TY B is called out on item 21. Typically the flexible item includes the HMAC.*
Response: All asphalt placement is paid for by Item 3076.
For base bid work: Item 351 – Flexible Pavement Structure Repair shall include: sawcutting, removal of existing material, reshaping, preparing and compacting existing base material for areas identified as pavement repair in the plans.
For Add Alt 1 work: Item 351 – Flexible Pavement Structure Repair shall include: Reshaping, preparing and compacting existing base material for the entire roadway shown in the plans. Removal of existing asphalt and base material is paid for by item 0354 for Add Alt 1 work.

5. *Question: Can we add a Traffic Control Item to each Variation/Alternate? as switching from base work to all mill and pave will change the duration of the project*

Response: Yes. Traffic Control item is now included with each Add Alternate option in the plans quantity summary and the bid form.

2. Contract Documents and Specifications:

Section B-1 BID FORM

REPLACE – Bid form in its entirety with the bid form attached to this addendum.

3. Construction Plan Revisions

Sheet 1 of 18 – COVER SHEET

UPDATE - Seal Dates and note Addendum 01 in Revision Block.

Sheet 3 of 18 – SCHEDULE OF QUANTITIES

REPLACE – Sheet with the attached version.

Sheet 7 of 18 – PAVING DETAILS

REPLACE – Sheet with the attached version.

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revisions By:


Chad Gilpin, PE
City Engineer



5-12-2023

BID BOND
(EXAMPLE TEMPLATE)

KNOW ALL MEN BY THESE PRESENT, that we the undersigned Lone Star Paving as Principal, and Continent Casualty Company as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of Five Percent of Greatest Amount Bid (5% of G.A.B.); for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 18th day of May, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the 2023 SPORTSPLEX DR MAINTENANCE PROJECT.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Lone Star Paving
Principal (Seal)

Continental Casualty Company
Surety (Seal)

By: *Paul Brown*
Signature

By: *Brent M. Blonigan*
Signature

Paul L Brown
Print Name

Brent M. Blonigan, Attorney-in-Fact
Print Name

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Item # 16.

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brent M Blonigan, Rob J Dreiling, Kara Pierce, Raul F Campa, Debbie Palmer, Individually

of Richardson, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 24th day of June, 2021.

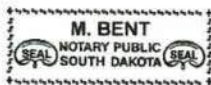


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument: that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of May, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. N/A .

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

**CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606**

Telephone: 1-877-672-6115

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:
CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:
CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BIDDER will complete the Work for the following prices:

BASE BID

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	0310 6001	PRIME COAT (MULTI OPTION) for _____ dollars and _____ cents PER GALLON	GAL	1,743	\$ <u>6.25</u>	\$ <u>10893.75</u>
2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4") for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ <u>9.19</u>	\$ <u>25219.69</u>
3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ <u>4.69</u>	\$ <u>27970.31</u>
4	0500 6001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ <u>4375.00</u>	\$ <u>4375.00</u>
5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (BASE BID) for _____ dollars and _____ cents PER MONTH	MO	1	\$ <u>11250.00</u>	\$ <u>11250.00</u>
6	0644 6060	IN SM RD SN SUP&AM TWT(1)WS(P) for _____ dollars and _____ cents PER EACH	EA	9	\$ <u>750.00</u>	\$ <u>6750.00</u>
7	0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	314	\$ <u>3.75</u>	\$ <u>1177.50</u>
8	0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	230	\$ <u>15.00</u>	\$ <u>3450.00</u>
9	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) for _____ dollars and _____ cents PER EACH	EA	6	\$ <u>312.50</u>	\$ <u>1875.00</u>
10	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL) for _____ dollars and _____ cents PER EACH	EA	9	\$ <u>500.00</u>	\$ <u>4500.00</u>
11	0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	4,947	\$ <u>1.25</u>	\$ <u>6183.75</u>
12	0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	451	\$ <u>1.56</u>	\$ <u>704.69</u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
13	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	123	\$ <u>7.50</u>	\$ <u>922.50</u>
14	0666 6178	REFL PAV MRK TY II (W)8"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	30	\$ <u>1.88</u>	\$ <u>56.25</u>
15	0666 6182	REFL PAV MRK TY II (W)24"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ <u>7.50</u>	\$ <u>945.00</u>
16	0666 6192	REFL PAV MRK TY II (W)(WORD) for _____ dollars and _____ cents PER EACH	EA	1	\$ <u>187.50</u>	\$ <u>187.50</u>
17	0666 6207	REFL PAV MRK TY II (Y)4"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	62	\$ <u>1.25</u>	\$ <u>77.50</u>
18	0672 6007	REFL PAV MRKR TY I-C for _____ dollars and _____ cents PER EACH	EA	16	\$ <u>15.00</u>	\$ <u>240.00</u>
19	0672 6009	REFL PAV MRKR TY II-A-A for _____ dollars and _____ cents PER EACH	EA	105	\$ <u>15.00</u>	\$ <u>1575.00</u>
20	0677 6007	ELIM EXT PAV MRK & MRKS (24") for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ <u>7.50</u>	\$ <u>945.00</u>
21	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ <u>21.25</u>	\$ <u>126,798.75</u>
22	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ <u>42.00</u>	\$ <u>115,290.00</u>

(1)		TOTAL BASE BID (BID ITEMS 1-22) for _____ dollars and _____ cents			\$ <u>/</u>	\$ <u>351,387.19</u>
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ADD ALTERNATE #1

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-1	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")* for _____ dollars and _____ cents PER SQUARE YARD	SY	-2,745	\$ <u>9.19</u>	(\$ <u>25219.69</u>)
A1-2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")** for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ <u>7.31</u>	\$ <u>63706.50</u>
A1-3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	-5,967	\$ <u>4.69</u>	(\$ <u>27970.31</u>)
A1-4	0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4") for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ <u>7.31</u>	\$ <u>63706.50</u>
A1-5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (BASE BID) for _____ dollars and _____ cents PER MONTH	MO	-1	\$ <u>11250.00</u>	(\$ <u>11250.00</u>)
A1-6	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (ADD ALT 1) for _____ dollars and _____ cents PER MONTH	MO	1	\$ <u>15000.00</u>	\$ <u>15000.00</u>
A1-7	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER LUMP SUM	LS	-5,967	\$ <u>21.25</u>	(\$ <u>126798.75</u>)
A1-8	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER LUMP SUM	LS	5,967	\$ <u>40.00</u>	\$ <u>238,680.00</u>

(2)		TOTAL ADD ALT 1 (BID ITEMS A1-1 TO A1-8) for _____ dollars and _____ cents			\$ <u>—</u>	\$ <u>189854.25</u>
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* Base Bid Quantity
** Add Alt 1 Quantity

BID SUMMARY AND TOTALS

(1) BASE BID SUBTOTAL \$	<u>351,387.19</u>
(2) BASE BID-A SUBTOTAL \$	<u>189,854.25</u>
(1+2) TOTAL AMOUNT BID (BASE BID + BASE BID ADD ALT 1) \$	<u>541,241.44</u>

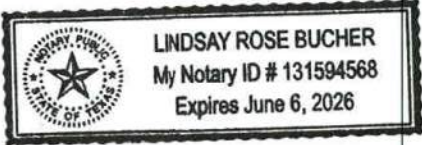
CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form: <i>Paul L Brown</i>
Name of Company: <i>Long Star Paving</i>
Date: <i>5/10/23</i>
Signature of person submitting form: <i>[Handwritten Signature]</i>

NOTARIZED:

Sworn and subscribed before me, by <u><i>[Handwritten Signature]</i></u> on <u><i>5/10/23</i></u> (date)	
---	---

**NON-COLLUSION AFFIDAVIT
PRIME BIDDER**

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is Lone Star Paving
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

[Signature]
Signature of

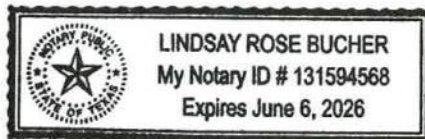
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 10th day of May, 2023.

[Signature]
Notary Public

My Commission expires:

June 4, 2026



INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: City of Bee Caves Street Imp
 Project Owner: City of Bee Caves
 Owner Contact Person & Phone No.: Kevin Sawtelle 512-767-6615
 Value of Contract: \$ 1,835,631.85
 Date Completed: 11/20/2019
 Bidder's Project Manager: ~~Paul~~ Paul Brown
 Bidder's Project Superintendent: Tracey Gainey

2. Name of Project: HMAC IDIA
 Project Owner: City of San Marcos
 Owner Contact Person & Phone No.: Jesse Shroyer 512-999-4719
 Value of Contract: \$863,750.15
 Date Completed: 9/15/19
 Bidder's Project Manager: Paul Brown
 Bidder's Project Superintendent: Nobel Prieto

3. Name of Project: 2021 Asphalt Pavement Overlay
 Project Owner: City of Lakeway
 Owner Contact Person & Phone No.: Dale DeLong 512-608-9000
 Value of Contract: \$816,815.65
 Date Completed: 11/30/21
 Bidder's Project Manager: ~~Paul~~ Paul Brown
 Bidder's Project Superintendent: Esabel Prieto

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: Paul Brown / Tracey Gainey
2. Name of Proposed Project Superintendent: Esabel Prieto

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control GBC Traffic Solutions
2. Pavement (Flexible Pavement Repair, Milling, HMAC) Lone Star Paving
3. Pavement Markings and Signs Stripe It Up

Other Subcontractors Exceeding 10% of total contract amount:

4. N/A
5. _____
6. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary. N/A

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location
Cat Paver 20'	2	Good	5	Austin, Tx
Pneumatic Roller	2	Good	7	Austin
Steel wheeler + finish Roller	2	Good	5	Austin
Wheel loaders / skid steer	2	Good	6	Austin
Milling Machine	2	Good	7	Austin

TRACY GAINNEY

2600 Esperanza Xing, Apt. 5309, Austin, TX 78758
 Phone: 512.745.9928 • E-Mail: tgainney@ispaving.com



Objective

For over 30 years I've played an integral role in creating and maintaining the infrastructure of the Central Texas area as Project Manager in the asphalt paving industry. Taking pride in the quality and integrity of work delivered, safety of all, and exceeding project expectations personally, professionally, and financially are of utmost importance to me. Most importantly, taking advantage of specialized training and continuing education opportunities insure that I stay current and excel in my field.

Experience

Asphalt Inc. LLC dba Lone Star Paving Co., Austin, TX PROJECT MANAGER	2015 - Current
SMA Asphalt, LLC dba Lone Star Paving Co., Dripping Springs, TX PROJECT MANAGER	2014 - 2015
Summit Materials – Ramming Paving Co., Round Rock, TX PROJECT MANAGER	2012 - 2014
Asphalt Paving, Buda, TX PROJECT MANAGER	2003 - 2012
Texas Department of Transportation, Austin, TX PROJECT MANAGER and INSTRUCTOR	1985 - 2003

Education

Del Valle High School	Class of 1985
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Specialized Training

Certified EMT, TX Department of Health	Defensive Flagging
Certified in Level 1B Hot Mix	Workplace Violence – All Employees
Certified in concrete testing	Work Zone Traffic Control
Extensive training in QC and QA Hot Mix Programs	Hazard Communications
OSHA 30 Hour Training	Risk Management to Reduce Tort Liability
Hazard Material Awareness	Over 40 additional training courses through TxDOT

Tracy Gainey page 2

- In 2012 Asphalt paving sold to Summit Materials and was merged with Ramming Paving Company.
- Summit Materials rolled out the use of View Point software. Used to track job cost. I helped trained other project managers.
- I enter crew and equipment time and made sure they were charged to the right phase of the job in the company software, (viewpoint)
- I am also responsible for tracking of oil products used by crews (AEP, SS-1,) for inventory.
- I also tracked material quantities and turned in monthly estimates.
- I set up schedules for job and schedule subs for their work. I also make sure they turn in quantities for payment and make sure they are accurate

- **Resent projects:**
- 2012 COA over lay 69 lane miles of city streets.
- 2012 City of Bee Cave project.
- Us 290 frontage road project
- Currently working on the 2013 COA overlay project 30 lane miles of city streets

Interests

I enjoy bowling and I am a member of the PBA. I am working on getting my pilot license. I also enjoy the sports of hunting and fishing. Like spending quality time with my family.

A Word About Myself

I am a 49 year old male, who prides himself on doing the best job possible. Take pride on my work and tend to let my work speak for itself. I continuously try to stay within a budget and on time with all my projects. I am all ways looking out for the crew and traveling public making sure my job is safe. I lead others well, and would never expect them to do anything I would not do myself. I would like to thank you at this time, for considering me for the position I have applied for with your company.

					BID TAB							
					Engineer's Estimate		Myers Concrete Construction, LP		alpha paving Industries, LLC		Lone Star Paving	
TxDOT SPEC	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE EST	AMOUNT EST	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	
BASE BID (2" MILL & OVERLAY WITH 2" HMAC SPOT REPAIRS)	0310 6001	PRIME COAT (MULTI OPTION)	GAL	1,743	\$ 6.00	\$ 10,458.00	\$ 10.00	\$ 17,430.00	\$ 3.00	\$ 5,229.00	\$ 6.25	\$ 10,893.75
	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	2,745	\$ 41.00	\$ 112,545.00	\$ 28.00	\$ 76,860.00	\$ 18.00	\$ 49,410.00	\$ 9.19	\$ 25,226.55
	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	5,967	\$ 5.00	\$ 29,835.00	\$ 5.00	\$ 29,835.00	\$ 5.00	\$ 29,835.00	\$ 4.69	\$ 27,985.23
	0500 6001	MOBILIZATION	LS	1	10%	\$ 46,745.10	\$ 49,371.00	\$ 49,371.00	\$ 25,000.00	\$ 25,000.00	\$ 4,375.00	\$ 4,375.00
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)	MO	1	\$7,315.00	\$ 7,315.00	\$ 7,924.00	\$ 7,924.00	\$ 15,000.00	\$ 15,000.00	\$ 11,250.00	\$ 11,250.00
	0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	9	\$ 972.00	\$ 8,748.00	\$ 1,184.00	\$ 10,656.00	\$ 525.00	\$ 4,725.00	\$ 750.00	\$ 6,750.00
	0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	314	\$ 3.00	\$ 942.00	\$ 7.00	\$ 2,198.00	\$ 3.00	\$ 942.00	\$ 3.75	\$ 1,177.50
	0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	230	\$ 23.00	\$ 5,290.00	\$ 12.00	\$ 2,760.00	\$ 9.00	\$ 2,070.00	\$ 15.00	\$ 3,450.00
	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	6	\$ 270.00	\$ 1,620.00	\$ 381.00	\$ 2,286.00	\$ 200.00	\$ 1,200.00	\$ 312.50	\$ 1,875.00
	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	9	\$ 270.00	\$ 2,430.00	\$ 518.00	\$ 4,662.00	\$ 375.00	\$ 3,375.00	\$ 500.00	\$ 4,500.00
	0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	4,947	\$ 2.00	\$ 9,894.00	\$ 2.00	\$ 9,894.00	\$ 1.50	\$ 7,420.50	\$ 1.25	\$ 6,183.75
	0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	LF	451	\$ 2.00	\$ 902.00	\$ 2.00	\$ 902.00	\$ 1.50	\$ 676.50	\$ 1.56	\$ 703.56
	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	123	\$ 6.00	\$ 738.00	\$ 9.00	\$ 1,107.00	\$ 3.00	\$ 369.00	\$ 7.50	\$ 922.50
	0666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	30	\$ 1.00	\$ 30.00	\$ 2.00	\$ 60.00	\$ 6.00	\$ 180.00	\$ 1.88	\$ 56.40
	0666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	126	\$ 6.00	\$ 756.00	\$ 11.00	\$ 1,386.00	\$ 7.00	\$ 882.00	\$ 7.50	\$ 945.00
	0666 6192	REFL PAV MRK TY II (W) (WORD)	EA	1	\$ 149.00	\$ 149.00	\$ 107.00	\$ 107.00	\$ 250.00	\$ 250.00	\$ 187.50	\$ 187.50
	0666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	62	\$ 1.00	\$ 62.00	\$ 2.00	\$ 124.00	\$ 5.00	\$ 310.00	\$ 1.25	\$ 77.50
	0672 6007	REFL PAV MRKR TY I-C	EA	16	\$ 10.00	\$ 160.00	\$ 16.00	\$ 256.00	\$ 15.00	\$ 240.00	\$ 15.00	\$ 240.00
	0672 6009	REFL PAV MRKR TY II-A-A	EA	105	\$ 13.00	\$ 1,365.00	\$ 16.00	\$ 1,680.00	\$ 15.00	\$ 1,575.00	\$ 15.00	\$ 1,575.00
	0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	126	\$ 12.00	\$ 1,512.00	\$ 105.00	\$ 13,230.00	\$ 24.00	\$ 3,024.00	\$ 7.50	\$ 945.00
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	5,967	\$ 25.00	\$ 149,175.00	\$ 27.00	\$ 161,109.00	\$ 37.00	\$ 220,779.00	\$ 21.25	\$ 126,798.75	
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN)	SY	2,745	\$ 45.00	\$ 123,525.00	\$ 55.00	\$ 150,975.00	\$ 59.00	\$ 161,955.00	\$ 42.00	\$ 115,290.00	
TOTAL BASE BID AMOUNT					\$514,196.10	\$544,812.00		\$534,447.00		\$ 351,407.99		
Engineer's Base Bid Estimate with 5% Contingency					\$539,905.91							
ADD ALT 1 (MILL 4" & OVERLAY 4" TY D HMAC)	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	-2,745	\$ 41.00	\$ (112,545.00)	\$ 28.00	\$ (76,860.00)	\$ 5.00	\$ (13,725.00)	\$ 9.19	\$ (25,226.55)
	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	8,712	\$ 13.00	\$ 113,256.00	\$ 13.00	\$ 113,256.00	\$ 15.00	\$ 130,680.00	\$ 7.31	\$ 63,684.72
	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	-5,967	\$ 5.00	\$ (29,835.00)	\$ 5.00	\$ (29,835.00)	\$ 5.00	\$ (29,835.00)	\$ 4.69	\$ (27,985.23)
	0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4")	SY	8,712	\$ 7.00	\$ 60,984.00	\$ 5.00	\$ 43,560.00	\$ 9.00	\$ 78,408.00	\$ 7.31	\$ 63,684.72
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)	MO	-1	\$ 7,315.00	\$ (7,315.00)	\$ 2,283.00	\$ (2,283.00)	\$ 6,000.00	\$ (6,000.00)	\$ 11,250.00	\$ (11,250.00)
	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (ADD ALT 1)	MO	1	\$ 7,315.00	\$ 7,315.00	\$ 2,283.00	\$ 2,283.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	-5,967	\$ 25.00	\$ (149,175.00)	\$ 27.00	\$ (161,109.00)	\$ 5.00	\$ (29,835.00)	\$ 21.25	\$ (126,798.75)
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN)	SY	5,967	\$ 45.00	\$ 268,515.00	\$ 55.00	\$ 328,185.00	\$ 58.00	\$ 346,086.00	\$ 40.00	\$ 238,680.00
TOTAL ADD ALT 1 BID AMOUNT					\$151,200.00	\$217,197.00		\$481,779.00		\$ 189,788.91		
TOTAL (BASE + ADD ALT 1) BID AMOUNT					\$665,396.10	\$762,009.00		\$1,016,226.00		\$ 541,196.90		

Engineer's Estimate with 5% Contingency **\$698,665.91**
 Red Shading = Math Error in Bid



Required Bid Items			
Bid Bond	YES	YES	YES
Non-Collusion Statement	YES	YES	YES
References	YES	YES	YES
Conflict of Interest Statement	YES	YES	YES

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF**

**2023 SPORTSPLEX DR MAINTENANCE PROJECT
(#MAINT-2023-0001)**

Prepared For:



DRIPPING SPRINGS
Texas

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

Prepared by:



9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-9266

April 2023



26 Apr 23

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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

DIVISION A
BIDDING INFORMATION & REQUIREMENTS

NOTICE TO BIDDERS

Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St., City Hall Building, Dripping Springs, Texas**, until **2:00 p.m. on Thursday, May 18, 2023**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the “Project” titled **2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001)** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

“2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)”

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier’s check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas, 78620**

2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001) generally includes: 8,712 square yards of hot-mix asphaltic overlay pavement, 2,722 square yards of hot-mix asphaltic concrete pavement repair, signs, and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at cgilpin@cityofdrippingsprings.com and the City of Drippings Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **April 27, 2023**.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

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

An **Optional Pre-Bid conference** with prospective bidders will be held on **Thursday, May 4, 2023, at 1:00 p.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
 - *Sign Bid*
 - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
 - List *Unit Bid Price* for each item
 - List *Total Amount of Bid*
 - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
 - Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Tuesday May 9, 2023**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.
5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the

accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance

bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

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

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

**DIVISION B
BID PROPOSAL**

Project: **2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: Lone Star Paving
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **thirty (30) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	<u>1</u>	Dated:	<u>5/12/23</u>
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on May 17th, 2023.

By: 
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Paul Brown UP Estimating
(Typed or Printed Name and Title)

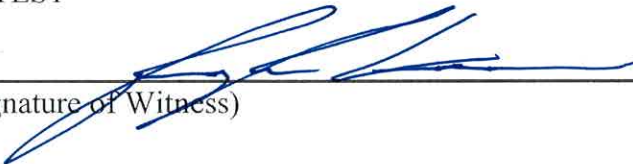
Bidder: Lone Star Paving
(Name of Company)

Business Address: 11675 Jollyville Rd Ste 150
Austin, Tx 78759

Telephone No: 512-925-9558

IF Bidder is a Corporation:

ATTEST


(Signature of Witness) (Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

ADDENDUM NO. 1

Project: **MAINT 2023-0001 – SPORTSPLEX DR**

Owner: **City of Dripping Springs, Texas**

Engineer: **Chad Gilpin, P.E. – City Engineer**

Date: **May 12th, 2023**

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

1. Contractor Questions

1. *Question:* Is there a Geotech report available or any information on whats already existing?
Response: A Geotech report is not available for this project. The existing pavement section noted in the original project's as-built plans is 2" HMAC & 11.5" Base.

2. *Question:* In the notes related to pay Item it states "Where Hays Co Spec for Roadway Design & Paving are in Conflict with TXDOT Spec Listed above Hays Co Spec shall supersede." I just want to clarify that we will have to use the Hays Co. TY D 64-22 Super Pave(Current Hays Co Subdivision Spec) in place of the TY D 70-22 TXDOT? This mix is roughly \$20/ton more expensive than the TY D 70-22. I would also like to make sure the other bidders are aware of this since the Hays Co spec seems to change every year.
Response: HMAC shall be per TxDOT ITEM 3076 TY D 70-22.

3. *Question:* TXDOT Spec for the Minimum Thickness of TY B is 2.5" due to the Size of Aggregate in the mix, this is calling for 2" on Base Bid & Add Alt 1.
Response: HMAC TY B has been removed from the plans and bid form. Please see attached revised bid documents.

4. *Question:* Bid Form Item 2 Flexible Pavement Repair 4" – is this just the demo item? As the TY B is called out on item 21. Typically the flexible item includes the HMAC.
Response: All asphalt placement is paid for by Item 3076.
For base bid work: Item 351 – Flexible Pavement Structure Repair shall include: sawcutting, removal of existing material, reshaping, preparing and compacting existing base material for areas identified as pavement repair in the plans.
For Add Alt 1 work: Item 351 – Flexible Pavement Structure Repair shall include: Reshaping, preparing and compacting existing base material for the entire roadway shown in the plans. Removal of existing asphalt and base material is paid for by item 0354 for Add Alt 1 work.

5. *Question:* Can we add a Traffic Control Item to each Variation/Alternate? as switching from base work to all mill and pave will change the duration of the project

Response: Yes. Traffic Control item is now included with each Add Alternate option in the plans quantity summary and the bid form.

2. Contract Documents and Specifications:

Section B-1 BID FORM

REPLACE – Bid form in its entirety with the bid form attached to this addendum.

3. Construction Plan Revisions

Sheet 1 of 18 – COVER SHEET

UPDATE - Seal Dates and note Addendum 01 in Revision Block.

Sheet 3 of 18 – SCHEDULE OF QUANTITIES

REPLACE – Sheet with the attached version.

Sheet 7 of 18 – PAVING DETAILS

REPLACE – Sheet with the attached version.

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revisions By:


Chad Gilpin, PE
City Engineer



5-12-2023

BID BOND
(EXAMPLE TEMPLATE)

KNOW ALL MEN BY THESE PRESENT, that we the undersigned Lone Star Paving as Principal, and Continent Casualty Company as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of Five Percent of Greatest Amount Bid (5% of G.A.B.); for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 18th day of May, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the 2023 SPORTSPLEX DR MAINTENANCE PROJECT.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Lone Star Paving
Principal (Seal)

Continental Casualty Company
Surety (Seal)

By: *Paul Brown*
Signature

By: *Brent M. Blonigan*
Signature

Paul L. Brown
Print Name

Brent M. Blonigan, Attorney-in-Fact
Print Name

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Item # 16.

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brent M Blonigan, Rob J Dreiling, Kara Pierce, Raul F Campa, Debbie Palmer, Individually

of Richardson, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 24th day of June, 2021.

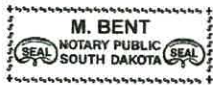


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of May, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

State of Texas
Claim Notice Endorsement

To be attached to and form a part of Bond No. N/A .

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:
CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:
CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BIDDER will complete the Work for the following prices:

BASE BID

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	0310 6001	PRIME COAT (MULTI OPTION) for _____ dollars and _____ cents PER GALLON	GAL	1,743	\$ <u>6.25</u>	\$ <u>10893.75</u>
2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4") for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ <u>9.19</u>	\$ <u>25219.69</u>
3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ <u>4.69</u>	\$ <u>27970.31</u>
4	0500 6001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ <u>4375.00</u>	\$ <u>4375.00</u>
5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (BASE BID) for _____ dollars and _____ cents PER MONTH	MO	1	\$ <u>11250.00</u>	\$ <u>11250.00</u>
6	0644 6060	IN SM RD SN SUP&AM TWT(1)WS(P) for _____ dollars and _____ cents PER EACH	EA	9	\$ <u>750.00</u>	\$ <u>6750.00</u>
7	0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	314	\$ <u>3.75</u>	\$ <u>1177.50</u>
8	0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	230	\$ <u>15.00</u>	\$ <u>3450.00</u>
9	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) for _____ dollars and _____ cents PER EACH	EA	6	\$ <u>312.50</u>	\$ <u>1875.00</u>
10	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL) for _____ dollars and _____ cents PER EACH	EA	9	\$ <u>500.00</u>	\$ <u>4500.00</u>
11	0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	4,947	\$ <u>1.25</u>	\$ <u>6183.75</u>
12	0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	451	\$ <u>1.56</u>	\$ <u>704.69</u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
13	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	123	\$ <u>7.50</u>	\$ <u>922.50</u>
14	0666 6178	REFL PAV MRK TY II (W)8"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	30	\$ <u>1.88</u>	\$ <u>56.25</u>
15	0666 6182	REFL PAV MRK TY II (W)24"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ <u>7.50</u>	\$ <u>945.00</u>
16	0666 6192	REFL PAV MRK TY II (W)(WORD) for _____ dollars and _____ cents PER EACH	EA	1	\$ <u>187.50</u>	\$ <u>187.50</u>
17	0666 6207	REFL PAV MRK TY II (Y)4"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	62	\$ <u>1.25</u>	\$ <u>77.50</u>
18	0672 6007	REFL PAV MRKR TY I-C for _____ dollars and _____ cents PER EACH	EA	16	\$ <u>15.00</u>	\$ <u>240.00</u>
19	0672 6009	REFL PAV MRKR TY II-A-A for _____ dollars and _____ cents PER EACH	EA	105	\$ <u>15.00</u>	\$ <u>1575.00</u>
20	0677 6007	ELIM EXT PAV MRK & MRKS (24") for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ <u>7.50</u>	\$ <u>945.00</u>
21	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ <u>21.25</u>	\$ <u>126,798.75</u>
22	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ <u>42.00</u>	\$ <u>115,290.00</u>

(1)		TOTAL BASE BID (BID ITEMS 1-22) for _____ dollars and _____ cents			\$ <u>/</u>	\$ <u>351,387.19</u>
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ADD ALTERNATE #1

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-1	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")* for _____ dollars and _____ cents PER SQUARE YARD	SY	-2,745	\$ <u>9.19</u>	(\$ <u>25219.69</u>)
A1-2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")** for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ <u>7.31</u>	\$ <u>63706.50</u>
A1-3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	-5,967	\$ <u>4.69</u>	(\$ <u>27970.31</u>)
A1-4	0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4") for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ <u>7.31</u>	\$ <u>63706.50</u>
A1-5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (BASE BID) for _____ dollars and _____ cents PER MONTH	MO	-1	\$ <u>11250.00</u>	(\$ <u>11250.00</u>)
A1-6	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (ADD ALT 1) for _____ dollars and _____ cents PER MONTH	MO	1	\$ <u>15000.00</u>	\$ <u>15000.00</u>
A1-7	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER LUMP SUM	LS	-5,967	\$ <u>21.25</u>	(\$ <u>126798.75</u>)
A1-8	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER LUMP SUM	LS	5,967	\$ <u>40.00</u>	\$ <u>238,680.00</u>

(2)		TOTAL ADD ALT 1 (BID ITEMS A1-1 TO A1-8) for _____ dollars and _____ cents			\$ <u>—</u>	\$ <u>189854.25</u>
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* Base Bid Quantity
** Add Alt 1 Quantity


BID SUMMARY AND TOTALS

(1) BASE BID SUBTOTAL \$	<u>351,387.19</u>
(2) BASE BID-A SUBTOTAL \$	<u>189,854.25</u>
(1+2) TOTAL AMOUNT BID (BASE BID + BASE BID ADD ALT 1) \$	<u>541,241.44</u>

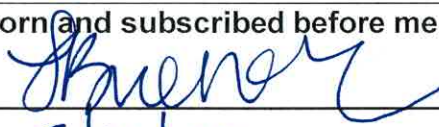
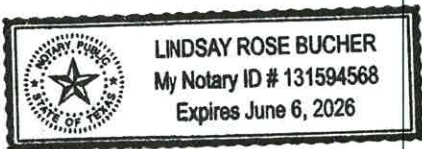
CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form: Paul L Brown
Name of Company: Long Star Paving
Date: 5/10/23
Signature of person submitting form: 

NOTARIZED:

Sworn and subscribed before me, by  on 5/10/23 (date)	
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**NON-COLLUSION AFFIDAVIT
PRIME BIDDER**

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is Lone Star Paving
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

[Signature]
Signature of

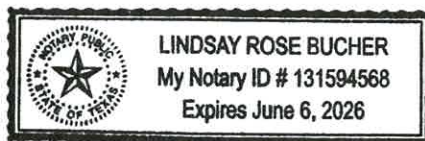
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 10th day of May, 2023.

[Signature]
Notary Public

My Commission expires:

June 4, 2026



INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: City of Bee Caves Street Imp
 Project Owner: City of Bee Caves
 Owner Contact Person & Phone No.: Kevin Sawtelle 512-767-6615
 Value of Contract: \$ 1,835,631.85
 Date Completed: 11/20/2019
 Bidder's Project Manager: ~~Paul~~ Paul Brown
 Bidder's Project Superintendent: Tracey Gainey

2. Name of Project: HMAC IDIA
 Project Owner: City of San Marcos
 Owner Contact Person & Phone No.: Jesse Shroyer 512-999-4719
 Value of Contract: \$863,750.15
 Date Completed: 9/15/19
 Bidder's Project Manager: Paul Brown
 Bidder's Project Superintendent: Nobel Prieto

3. Name of Project: 2021 Asphalt Pavement Overlay
 Project Owner: City of Lakeway
 Owner Contact Person & Phone No.: Dale DeLong 512-608-9000
 Value of Contract: \$816,815.65
 Date Completed: 11/30/21
 Bidder's Project Manager: ~~Paul~~ Paul Brown
 Bidder's Project Superintendent: Esabel Prieto

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: Paul Brown / Tracey Gainey
2. Name of Proposed Project Superintendent: Esabel Prieto

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control GBC Traffic Solutions
2. Pavement (Flexible Pavement Repair, Milling, HMAC) Lone Star Paving
3. Pavement Markings and Signs Stripe It Up

Other Subcontractors Exceeding 10% of total contract amount:

4. N/A
5. _____
6. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary. N/A

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location
Cat Paver 20'	2	Good	5	Austin, Tx
Pneumatic Roller	2	Good	7	Austin
Steel wheeler + finish Roller	2	Good	5	Austin
Wheel loaders / skid steer	2	Good	6	Austin
Milling Machine	2	Good	7	Austin

TRACY GAINNEY

2600 Esperanza Xing, Apt. 5309, Austin, TX 78758
 Phone: 512.745.9928 • E-Mail: tgainney@ispaving.com



Objective

For over 30 years I've played an integral role in creating and maintaining the infrastructure of the Central Texas area as Project Manager in the asphalt paving industry. Taking pride in the quality and integrity of work delivered, safety of all, and exceeding project expectations personally, professionally, and financially are of utmost importance to me. Most importantly, taking advantage of specialized training and continuing education opportunities insure that I stay current and excel in my field.

Experience

Asphalt Inc. LLC dba Lone Star Paving Co., Austin, TX PROJECT MANAGER	2015 - Current
SMA Asphalt, LLC dba Lone Star Paving Co., Dripping Springs, TX PROJECT MANAGER	2014 - 2015
Summit Materials – Ramming Paving Co., Round Rock, TX PROJECT MANAGER	2012 - 2014
Asphalt Paving, Buda, TX PROJECT MANAGER	2003 - 2012
Texas Department of Transportation, Austin, TX PROJECT MANAGER and INSTRUCTOR	1985 - 2003

Education

Del Valle High School	Class of 1985
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Specialized Training

Certified EMT, TX Department of Health	Defensive Flagging
Certified in Level 1B Hot Mix	Workplace Violence – All Employees
Certified in concrete testing	Work Zone Traffic Control
Extensive training in QC and QA Hot Mix Programs	Hazard Communications
OSHA 30 Hour Training	Risk Management to Reduce Tort Liability
Hazard Material Awareness	Over 40 additional training courses through TxDOT

Tracy Gainey page 2

- In 2012 Asphalt paving sold to Summit Materials and was merged with Ramming Paving Company.
- Summit Materials rolled out the use of View Point software. Used to track job cost. I helped trained other project managers.
- I enter crew and equipment time and made sure they were charged to the right phase of the job in the company software, (viewpoint)
- I am also responsible for tracking of oil products used by crews (AEP, SS-1,) for inventory.
- I also tracked material quantities and turned in monthly estimates.
- I set up schedules for job and schedule subs for their work. I also make sure they turn in quantities for payment and make sure they are accurate

- **Resent projects:**
- 2012 COA over lay 69 lane miles of city streets.
- 2012 City of Bee Cave project.
- Us 290 frontage road project
- Currently working on the 2013 COA overlay project 30 lane miles of city streets

Interests

I enjoy bowling and I am a member of the PBA. I am working on getting my pilot license. I also enjoy the sports of hunting and fishing. Like spending quality time with my family.

A Word About Myself

I am a 49 year old male, who prides himself on doing the best job possible. Take pride on my work and tend to let my work speak for itself. I continuously try to stay within a budget and on time with all my projects. I am all ways looking out for the crew and traveling public making sure my job is safe. I lead others well, and would never expect them to do anything I would not do myself. I would like to thank you at this time, for considering me for the position I have applied for with your company.

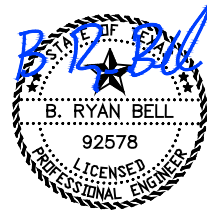
CONSTRUCTION PLANS 2023 SPORTSPLEX DR MAINTENANCE PROJECT

APRIL 2023

PROJECT # MAINT 2023-0001

WORK TYPE: MILL & OVERLAY, FULL DEPTH REPAIR, PAVEMENT MARKING & SIGNING
PROJECT LENGTH: 2,338 LF

PREPARED BY:



B. RYAN BELL, P.E.

4/27/2023

DATE

RECOMMENDED BY:

Chad Gilpin

CHAD GILPIN, P.E. - CITY ENGINEER

4/27/2023

DATE

APPROVED BY:

CRAIG RICE, DEPUTY PUBLIC WORKS DIRECTOR

DATE

CONTRACTOR: _____

CONSTRUCTION START: _____

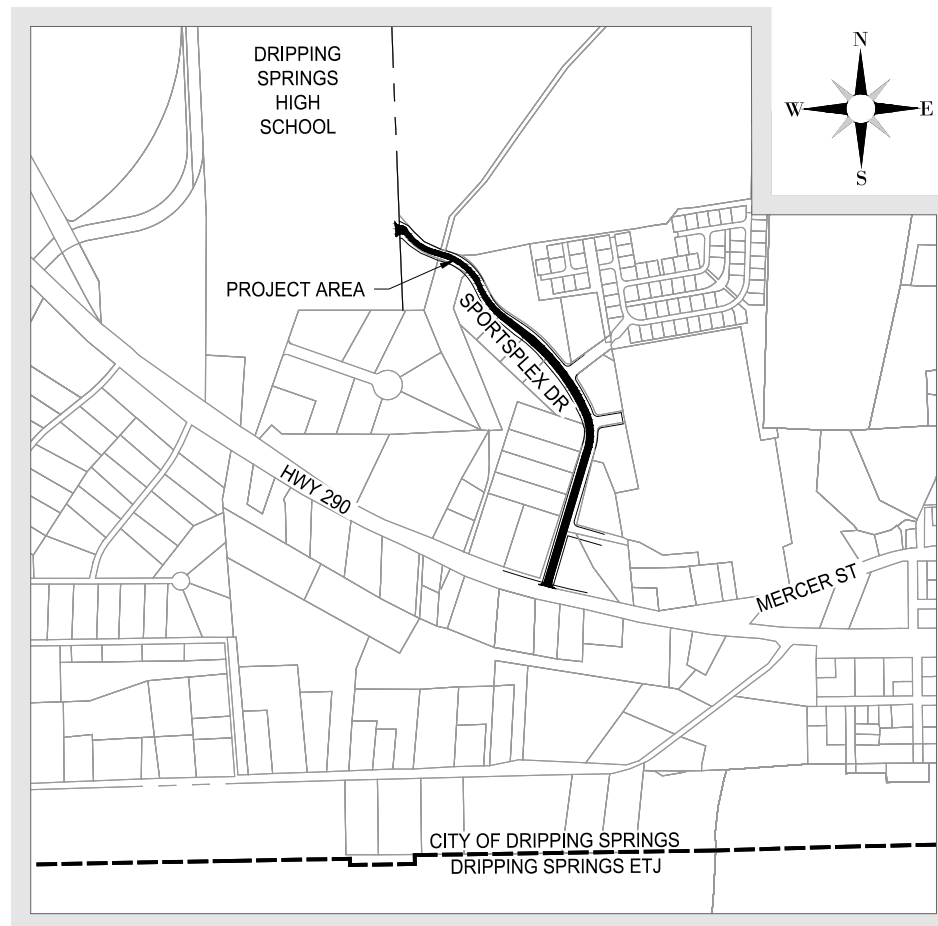
CONSTRUCTION ACCEPTED: _____

TOTAL CONSTRUCTION COST: _____

PREPARED BY:



T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LN, SUITE 203
AUSTIN, TX 78748
PH: 512.220.8100



APPROX. SCALE: 1" = 1,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS



Sheet List Table	
Sheet Number	Sheet Title
1	COVERSHEET
2	GENERAL NOTES
3	SCHEDULE OF QUANTITIES
4	PAVING PLAN (1 OF 3)
5	PAVING PLAN (2 OF 3)
6	PAVING PLAN (3 OF 3)
7	PAVING DETAILS
8	SIGNING AND PAVEMENT MARKING PLAN (1 OF 3)
9	SIGNING AND PAVEMENT MARKING PLAN (2 OF 3)
10	SIGNING AND PAVEMENT MARKING PLAN (3 OF 3)
11	SIGN DETAILS
12	TYPICAL STANDARD PAVEMENT MARKINGS - PM(1)-20
13	REFLECTORIZED PROFILE MARKINGS - PM(2)-20
14	TWLTL, RURAL LEFT TURN BAYS, AND LANE REDUCTIONS - PM(3)-20
15	CROSSWALK PAVEMENT MARKINGS - PM(4)-22A
16	TRAFFIC CONTROL PLAN
17	ONE-LANE TWO-WAY TRAFFIC CONTROL - TCP(1-2)-18
18	TRAFFIC SHIFTS ON TWO-WAY ROADS - TCP(1-3)-18

REVISION BLOCK					
NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE

NOTES:

1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. THIS PROJECT IS IDENTIFIED AS ZONE X 'AREA OF MINIMAL FLOOD HAZARD' BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
5. RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.

THESE PLANS ARE FULL SIZE AT 11" X 17"

A. GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING FOR THE LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES:
 - TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-245-4545
 - TEXAS ONE CALL SYSTEM (TOCS) 1-800-344-8377
- PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
- ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.
- CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
- CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
- WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
- WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY.
- CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. RECORD SHALL BE KEPT IN AN ONSITE SET OF MARKED-UP RECORD DRAWINGS.
- CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
- UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.
- ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
- TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TxDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TxDOT BARRICADE AND CONSTRUCTION STANDARDS.
- RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY CONSTRUCTION STANDARDS.
- CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
- ALL WORK IS TO BE PERFORMED BETWEEN THE FOLLOWING HOURS:
8:00 A.M. TO 5:00 P.M. MONDAY - FRIDAY
ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
- THE CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF ANY WORK TO BE ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED DURING THE PROGRESS OF THE WORK, WHEN SUCH CONDITIONS OR OBSTACLES ARE READILY APPARENT UPON A VISIT TO THE SITE. IF THERE ARE ANY QUESTIONS OF THIS REGARD OR IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS.
- IN THOSE CASES WHERE FIXED FEATURES REQUIRE, THE DESIGN SLOPES INDICATED HEREIN AND ON THE CROSS SECTIONS MAY BE MODIFIED IN THE FIELD AS DETERMINED BY THE CITY IF EXISTING CONDITIONS SO REQUIRE.

- ACCESS TO RESIDENCES, BUSINESSES, AND DRIVEWAYS ALONG THE PROJECT MUST RECEIVE PRIORITY BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF HIS MATERIALS AND EQUIPMENT FROM THEFT, VANDALISM, ANIMALS, FIRE, ETC. WHILE SAID MATERIALS AND EQUIPMENT ARE ON THE PROJECT, WHETHER STORED OR INSTALLED IN PLACE, UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE CITY.

B. ENVIRONMENTAL NOTES

- THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
- THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
- ALL DISTURBED AREAS TO BE RESTORED UPON COMPLETION OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE FOR RE-VEGETATION ACTIVITIES. ALL MATERIALS AND LABOR SHALL BE SUBSIDIARY TO OTHER BID ITEMS.
- RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 85% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
- A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
- THE CONTRACTOR TO SEED, SOD OR HYDROMULCH ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ALL IRRIGATION WATER REQUIRED TO ESTABLISH GRASS TO THE REQUIRED 85% COVERAGE.
- EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
- TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
- WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
- TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
- ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.) ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "**NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES**").
- THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL.

C. EROSION & SEDIMENT CONTROL - SEQUENCE OF CONSTRUCTION:

- TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS INDICATED ON THE APPROVED SITE PLAN CONSTRUCTION PLAN AND IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED ON THE SITE. INSTALL TREE PROTECTION, INITIATE TREE MITIGATION MEASURES AND CONDUCT "PRE - CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE).
- THE ENVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR DESIGNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE REVISED, IF NEEDED, TO COMPLY WITH CITY INSPECTORS' DIRECTIVES, AND REVISED CONSTRUCTION SCHEDULE RELATIVE TO THE WATER QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN.
- THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE.
- BEGIN SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES.
- COMPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING.
- AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL RE-VEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.

D. STREET AND DRAINAGE NOTES:

- ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE CITY'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING.
- DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW SUBGRADE UNLESS OTHERWISE SPECIFIED ON THE PLAN
- ALL R.C.P. SHALL BE MINIMUM CLASS IV UNLESS OTHERWISE NOTED ON THE PLANS.

E. TRAFFIC CONTROL:

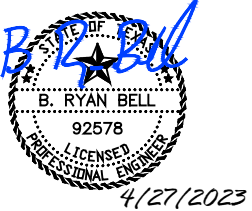
- REFER TO TRAFFIC CONTROL PLANS FOR RECOMMENDED SEQUENCE OF CONSTRUCTION.
- ACCESS TO ALL DRIVES AND SIDE ROADS ARE TO BE MAINTAINED AT ALL TIMES.
- ALL LANES SHALL BE OPENED TO TRAFFIC AT THE END OF EACH WORK DAY.
- TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE A MINIMUM REQUIREMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS, BARRICADES, FLAGMEN OR OTHER TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC. ALL TRAFFIC CONTROLS SHALL BE COMPLIANT WITH THE CURRENT TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR MAY SUBMIT ALTERNATE TRAFFIC CONTROL PLANS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.

Item # 16.



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AUSTIN, TX 78748
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ENGINEER'S SEAL:



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NO.	REVISION	DATE

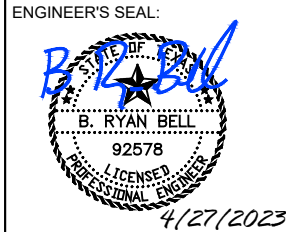
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PROJ #: MAINT-2023-0001



PROJECT:
2023 SPORTSPLEX DR MAINTENANCE PROJECT

SHEET TITLE:
GENERAL NOTES

SCHEDULE OF QUANTITIES:



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PROJECT:
2023 SPORTSPLEX DR
MAINTENANCE
PROJECT

SHEET TITLE:
SCHEDULE OF
QUANTITIES

TxDOT SPEC	ITEM DESCRIPTION	UNITS	(1) BASE BID (2" MILL & OVERLAY WITH 2" HMAC SPOT REPAIRS)	(2) BASE BID-A (SUBSTITUTE HMAC TY B WITH HMAC TY D)	(1+2) BASE BID + BASE BID-A TOTALS	(3) ADD ALT 1 (MILL 4" & OVERLAY 2" TY B & 2" TY D HMAC)	(1+3) BASE BID + ADD ALT 1 TOTALS	(4) ADD ALT 1-A (SUBSTITUTE HMAC TY B WITH HMAC TY D)	(1+3+4) BASE BID + ADD ALT 1 + ADD ALT 1-A TOTALS
0310 6001	PRIME COAT (MULTI OPTION)	GAL	1,743	0	1,743	0	1,743	0	1,743
* 0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	2,745	0	2,745	-2,745	0	0	0
*** 0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	0	0	0	8,712	8,712	0	8,712
* 0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	5,967	0	5,967	-5,967	0	0	0
*** 0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4")	SY	0	0	0	8,712	8,712	0	8,712
0500 6001	MOBILIZATION	LS	1	0	1	0	1	0	1
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	0	1	0	1	0	1
0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	9	0	9	0	9	0	9
0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	314	0	314	0	314	0	314
0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	230	0	230	0	230	0	230
0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	6	0	6	0	6	0	6
0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	9	0	9	0	9	0	9
0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	4,947	0	4,947	0	4,947	0	4,947
0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	LF	451	0	451	0	451	0	451
0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	123	0	123	0	123	0	123
0666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	30	0	30	0	30	0	30
0666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	126	0	126	0	126	0	126
0666 6192	REFL PAV MRK TY II (W) (WORD)	EA	1	0	1	0	1	0	1
0666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	62	0	62	0	62	0	62
0672 6007	REFL PAV MRKR TY I-C	EA	16	0	16	0	16	0	16
0672 6009	REFL PAV MRKR TY II-A-A	EA	105	0	105	0	105	0	105
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	126	0	126	0	126	0	126
*, **, ***, **** 3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)(2 IN)	SY	2,745	-2,745	0	5,967	8,712	-8,712	0
*, **, ***, **** 3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	8,712	-2,745	5,967	0	8,712	-8,712	0
, ** 3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN)	SY	0	2,745	2,745	0	0	8,712	8,712

- * - ITEM APPLIES TO BASE BID
- ** - ITEM APPLIES TO BASE BID-A
- *** - ITEM APPLIES TO ADD ALT 1
- **** - ITEM APPLIES TO ADD ALT 1-A

***BASE BID**
PERFORM SPOT PAVEMENT REPAIRS WITH TY B HMAC. MILL 2" EXISTING ASPHALT, PLACE PRIME COAT ON EXISTING BASE, PLACE 2" HMAC TY D OVERLAY, INSTALL SIGNS AND PAVEMENT MARKINGS.

****BASE BID-A**
SAME WORK AS BASE BID, CONTRACTOR MAY CHOOSE TO USE HMAC TY D PG 70-22 IN PLACE OF HMAC TY B PG64-22.

*****ADD ALT 1**
MILL 4" OF EXISTING ASPHALT AND BASE MATERIAL FOR ENTIRE ROADWAY LIMITS SHOWN IN PLANS. PLACE PRIME COAT, 2" HMAC TY B PG64-22, AND 2" HMAC TY D PG70-22 OVERLAY. BASE BID SIGNS AND PAVEMENT MARKINGS DO NOT CHANGE.

******ADD ALT 1-A**
SAME WORK AS ADD ALT-1, CONTRACTOR MAY CHOOSE TO USE HMAC TY D PG 70-22 IN PLACE OF HMAC TY B PG64-22.

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS
WHERE HAYS COUNTY SPECIFICATIONS FOR ROADWAY DESIGN, PAVING AND DRAINAGE ARE IN CONFLICT WITH TXDOT SPECIFICATIONS LISTED ABOVE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

TXDOT ITEM 0351 - FLEXIBLE PAVEMENT STRUCTURE REPAIR

*FOR BASE BID WORK: SAWCUTTING, REMOVAL OF EXISTING MATERIAL, RESHAPING, PREPARING AND COMPACTING EXISTING BASE MATERIAL IS SUBSIDIARY TO THIS ITEM FOR AREAS IDENTIFIED AS PAVEMENT REPAIR IN THE PLANS.

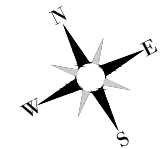
***FOR ADD ALT 1 WORK: RESHAPING, PREPARING AND COMPACTING EXISTING BASE MATERIAL IS SUBSIDIARY TO THIS ITEM FOR THE ENTIRE ROADWAY SHOWN IN THE PLANS. REMOVAL OF EXISTING ASPHALT AND BASE MATERIAL IS PAID FOR BY ITEM 0354 FOR ADD ALT 1 WORK.

TXDOT ITEM 0678 - PAVEMENT SURFACE PREPARATION FOR MARKINGS
NO SEPARATE PAYMENT WILL BE MADE FOR PAVEMENT SURFACE PREPARATION, THIS IS SUBSIDIARY TO APPLICABLE BID ITEMS.





TXDOT ITEM 3076 - HOT MIX ASPHALT CONCRETE PAVEMENT
HMAC SHALL BE PAID FOR BY THE SQUARE YARD (SY).
HMAC SHALL BE APPLIED AT THE FOLLOWING RATES:

HMAC TY B	115 LB/SY/IN
HMAC TY D	115 LB/SY/IN
PRIME COAT	0.2 GAL/SY

, ** - CONTRACTOR MAY CHOOSE TO USE HMAC TY D PG 70-22 IN PLACE OF HMAC TY B PG64-22.



LEGEND

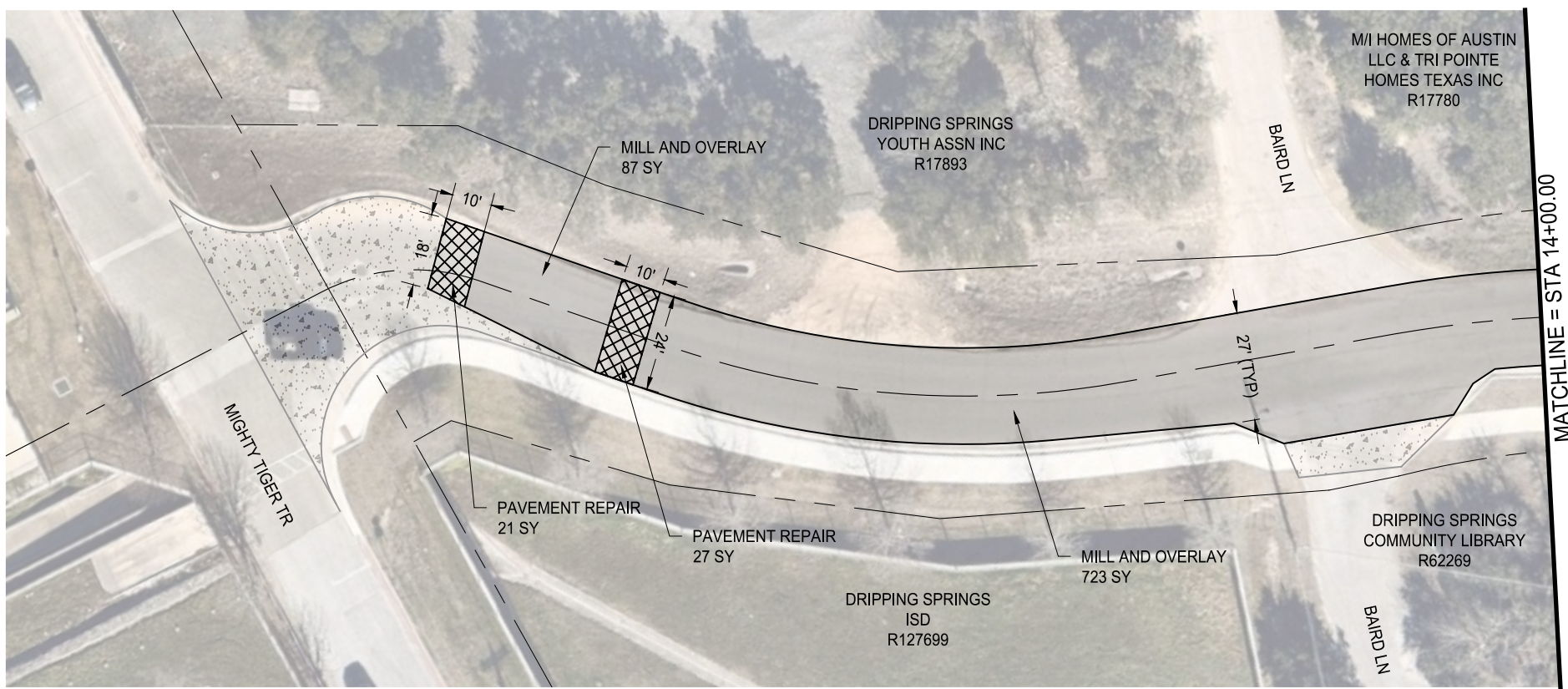
-  MILL AND OVERLAY (SEE DETAIL SHEET 7)
-  BASE BID PAVEMENT REPAIR (SEE DETAIL SHEET 7)
-  EXIST CONCRETE PAVEMENT TO REMAIN
-  EXIST R.O.W. (APPROX LINEWORK PER 2003 CMA SPORTSPLEX DR PLANS)

NOTES:

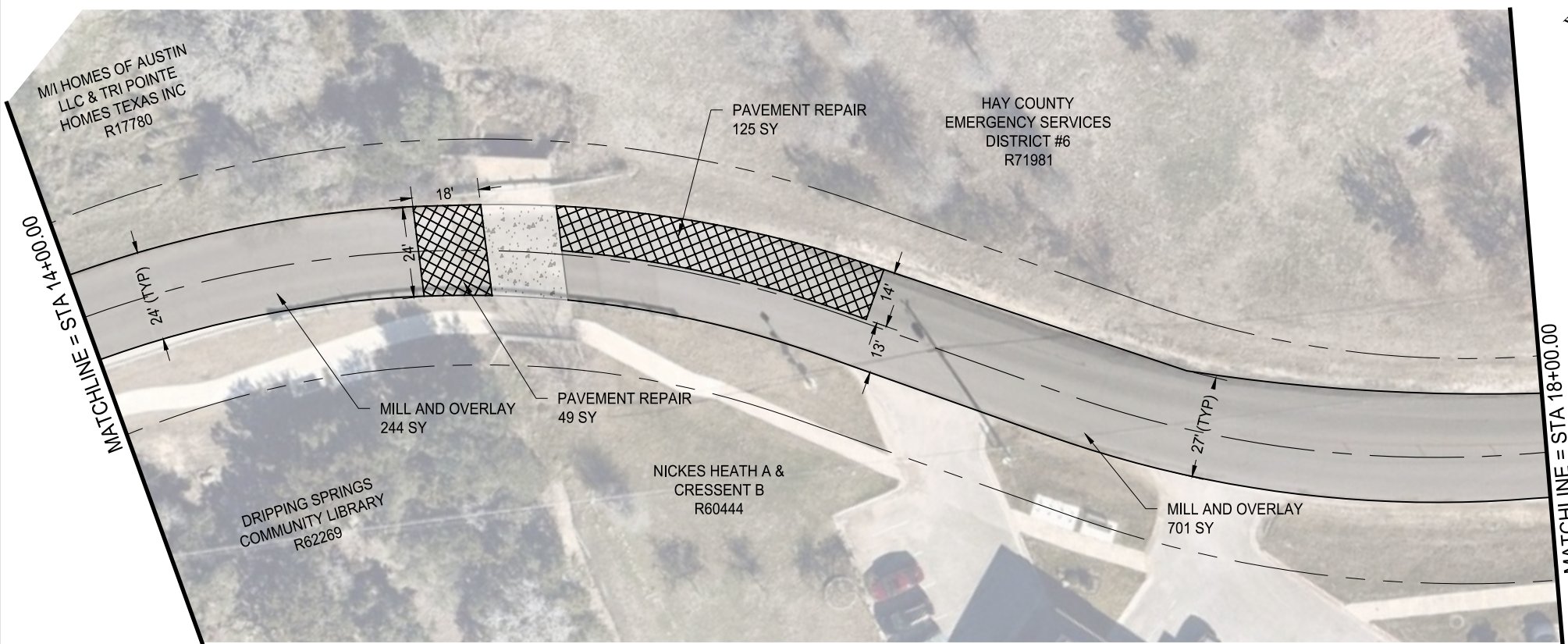
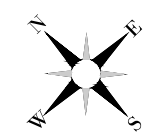
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3. CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
4. CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
5. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AREA UTILITY COMPANIES FOR EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
6. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE RIGHT-OF-WAY WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION FROM DESTRUCTION. CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AND OTHER NATURAL SURROUNDINGS. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE ANY AREAS DISTURBED AS A RESULT OF THEIR OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO CONSTRUCTION.
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ADD ALT 1 NOTES:

1. ALL AREAS SHOWN AS MILL & OVERLAY AND BASE BID PAVEMENT REPAIR ON THE PLANS SHALL BE MILLED AND OVERLAYED WITH HMAC PER THE DETAILS SHOWN ON DETAIL SHEET 7.



MATCHLINE = STA 14+00.00



MATCHLINE = STA 14+00.00

MATCHLINE = STA 18+00.00

Item # 16.

GILPIN
ENGINEERING COMPANY

T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

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PROJECT:
2023 SPORTSPLEX DR MAINTENANCE PROJECT

SHEET TITLE:
PAVING PLAN



Item # 16.

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LEGEND

- MILL AND OVERLAY
(SEE DETAIL SHEET 7)
- BASE BID PAVEMENT REPAIR
(SEE DETAIL SHEET 7)
- EXIST CONCRETE PAVEMENT
TO REMAIN
- EXIST R.O.W.
(APPROX LINEWORK PER 2003
CMA SPORTSPLEX DR PLANS)

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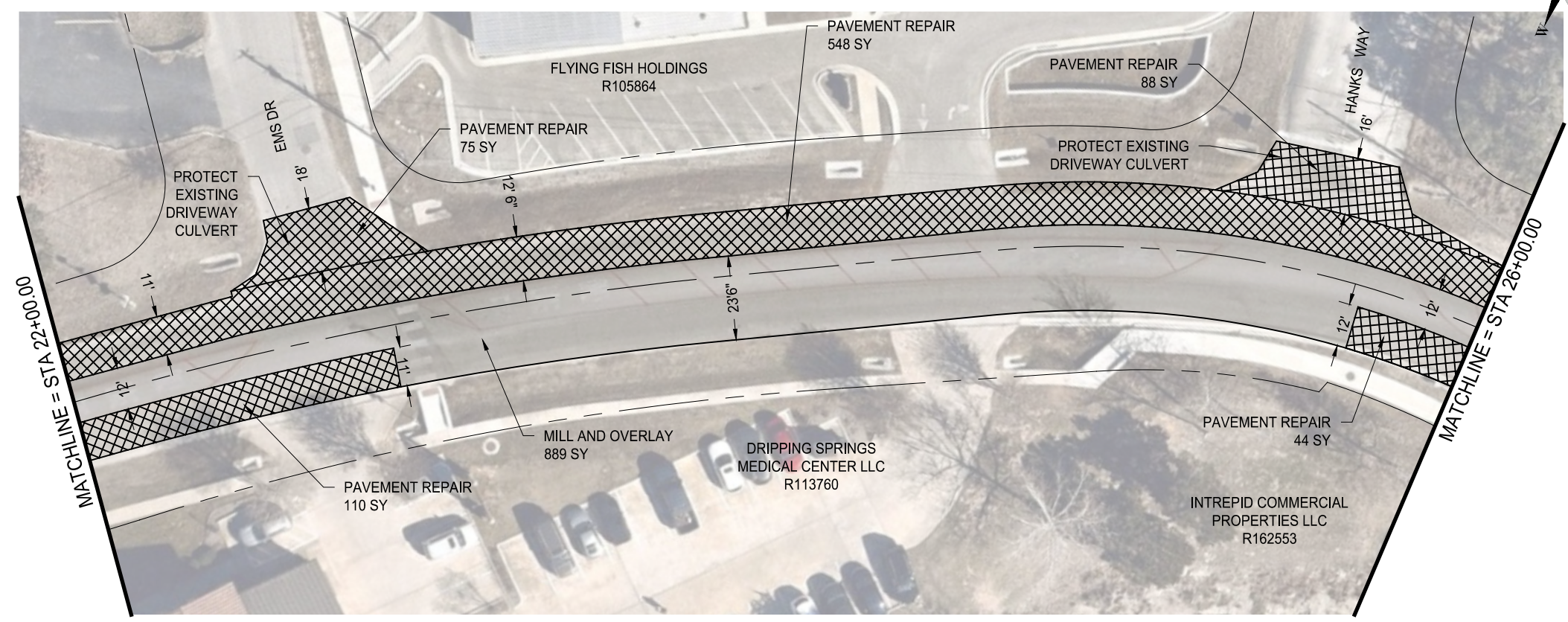
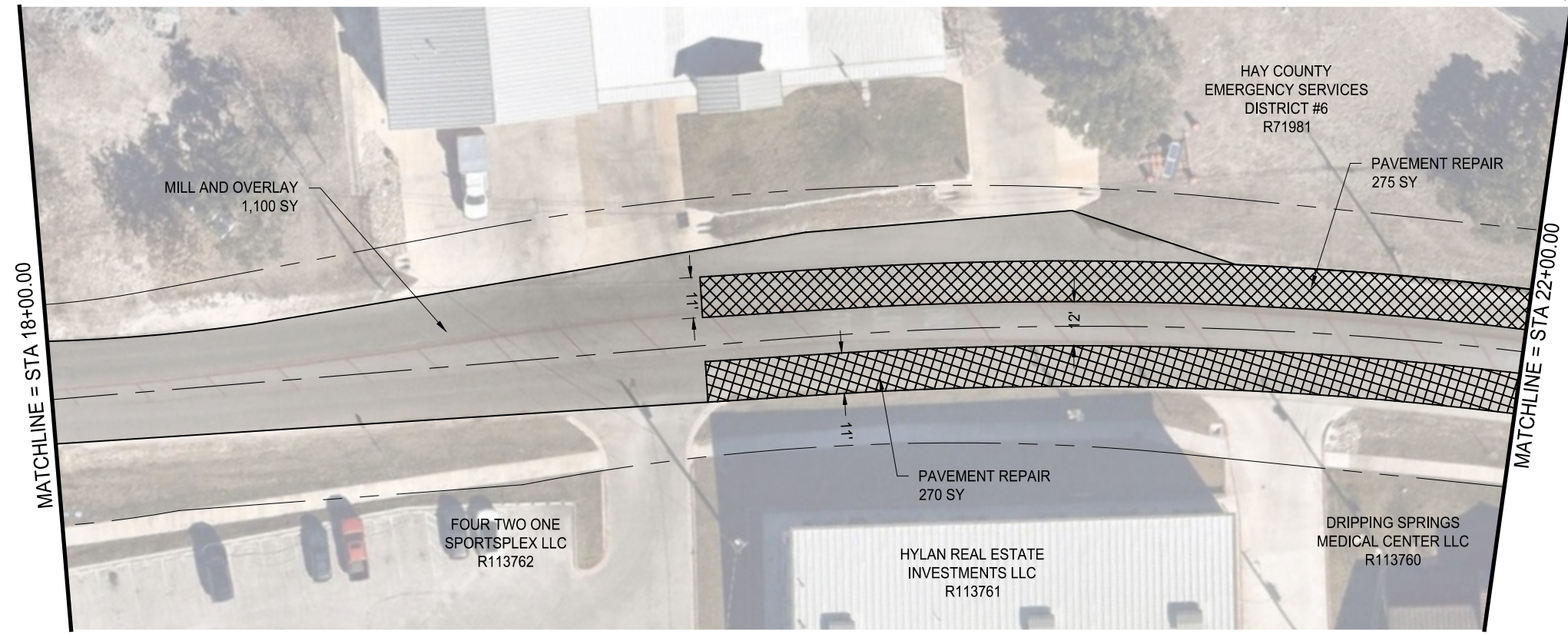
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PROJECT:
**2023 SPORTSPLEX DR
MAINTENANCE
PROJECT**

SHEET TITLE:
PAVING PLAN





GILPIN
ENGINEERING COMPANY

Item # 16.

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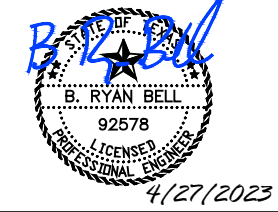
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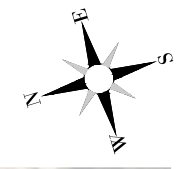
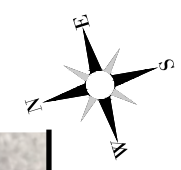
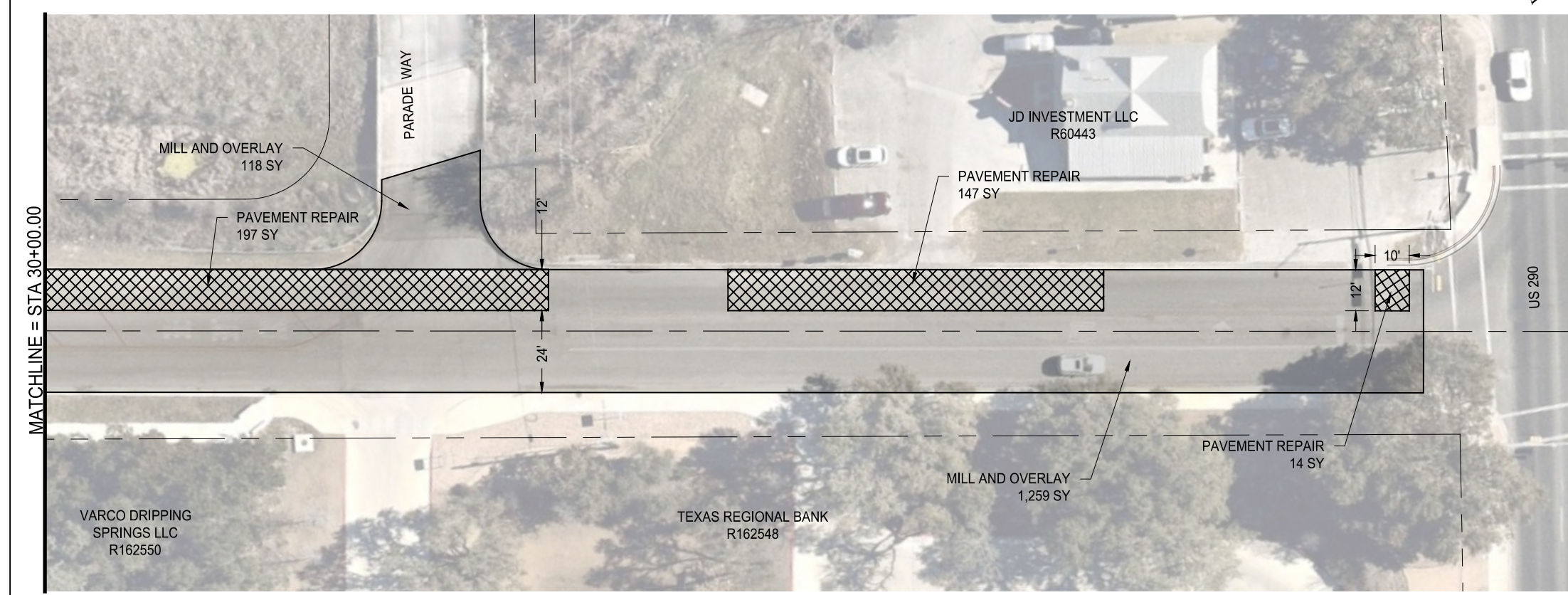
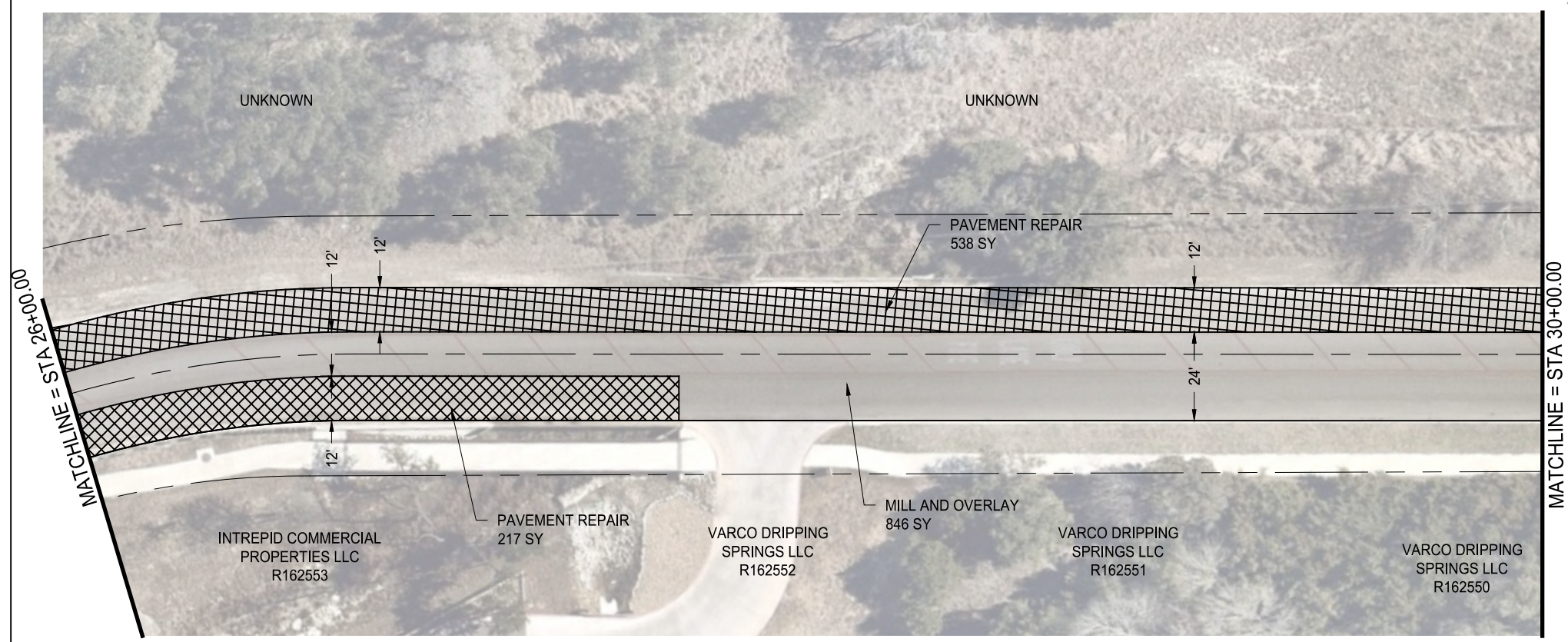
NO.	REVISION	DATE

DATE: 4/27/2023
DESIGNED BY: DC
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PROJ #: MAINT-2023-0001

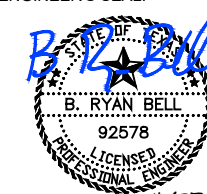


PROJECT:
2023 SPORTSPLEX DR MAINTENANCE PROJECT

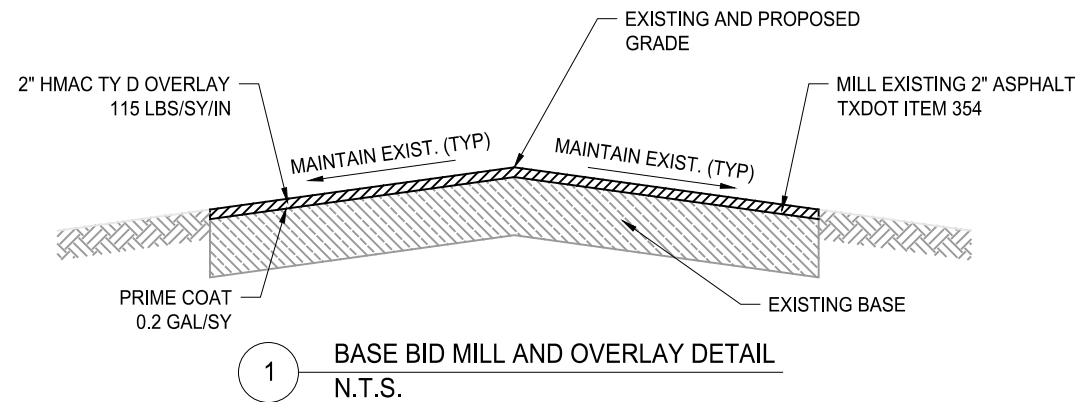
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PAVING PLAN



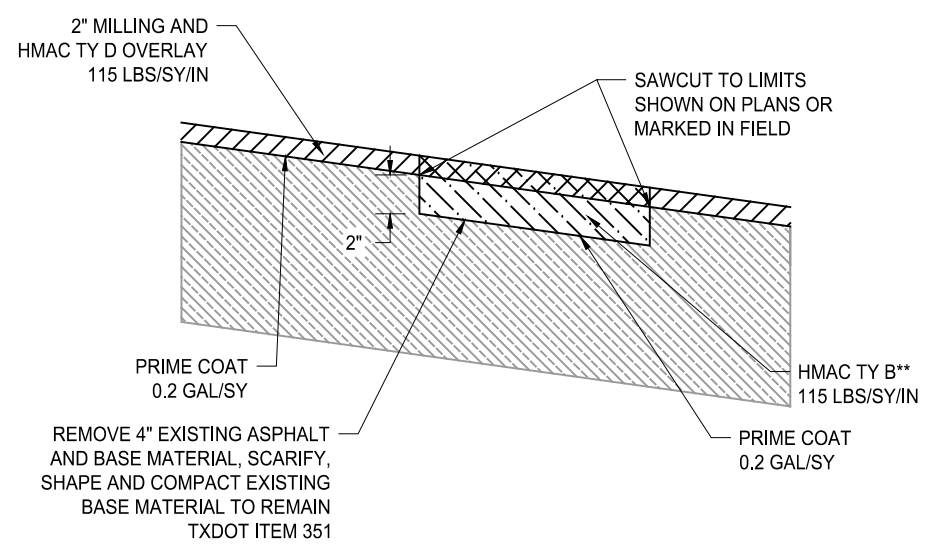
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4/27/2023

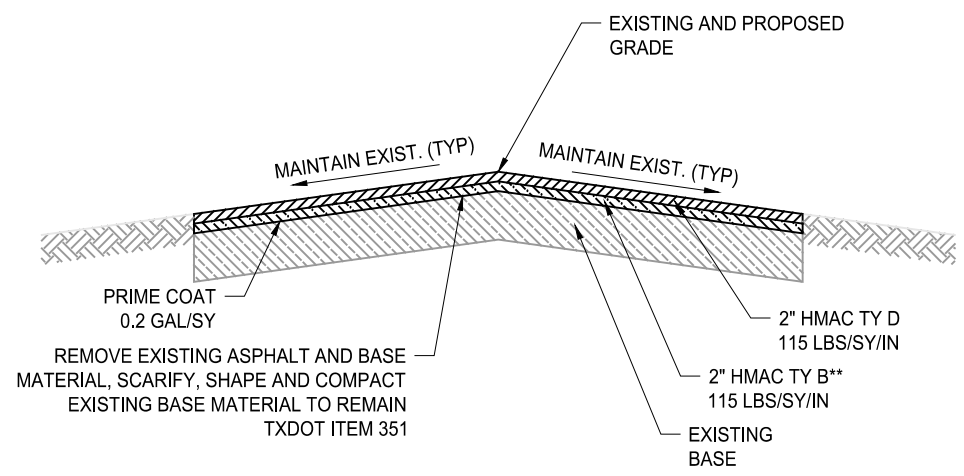


1 BASE BID MILL AND OVERLAY DETAIL
 N.T.S.



2 BASE BID PAVEMENT REPAIR DETAIL
 N.T.S.

NOTE: CONTRACTOR SHALL MARK LIMITS OF PAVEMENT REPAIR FOR REVIEW BY THE CITY ENGINEER PRIOR TO COMMENCING WORK.



3 ADD ALT 1 MILL AND OVERLAY & PAVEMENT REPAIR DETAIL
 N.T.S.

NOTES:

1. ALL HMAC TY D SHALL BE PG70-22.
2. PLACE PRIME COAT ON BASE OR SUBGRADE SURFACE PRIOR TO PLACING NEW HMAC MATERIAL.

** BASE BID-A: CONTRACTOR MAY CHOOSE TO USE HMAC TY D PG 70-22 IN PLACE OF HMAC TY B PG64-22.

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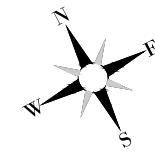
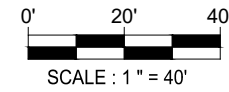
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PROJECT:
 2023 SPORTSPLEX DR
 MAINTENANCE
 PROJECT

SHEET TITLE:
 PAVING DETAILS



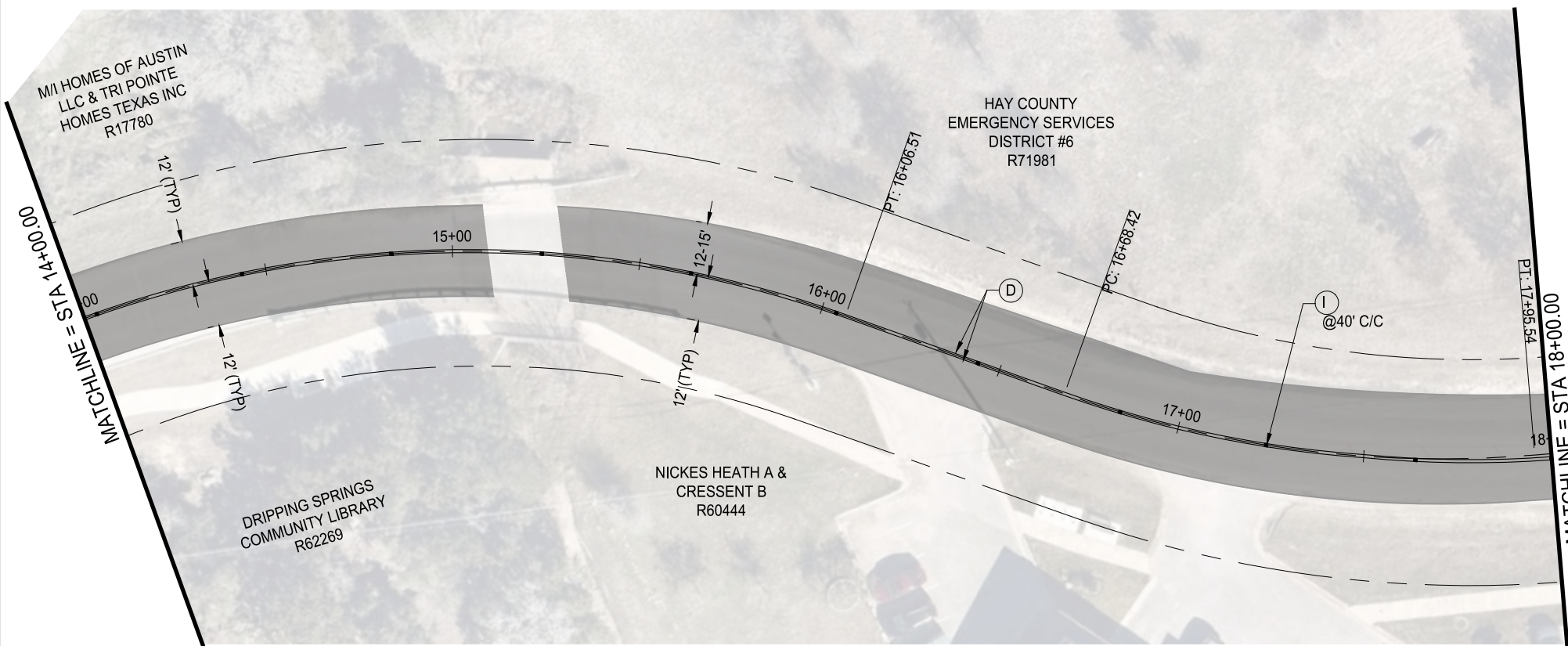
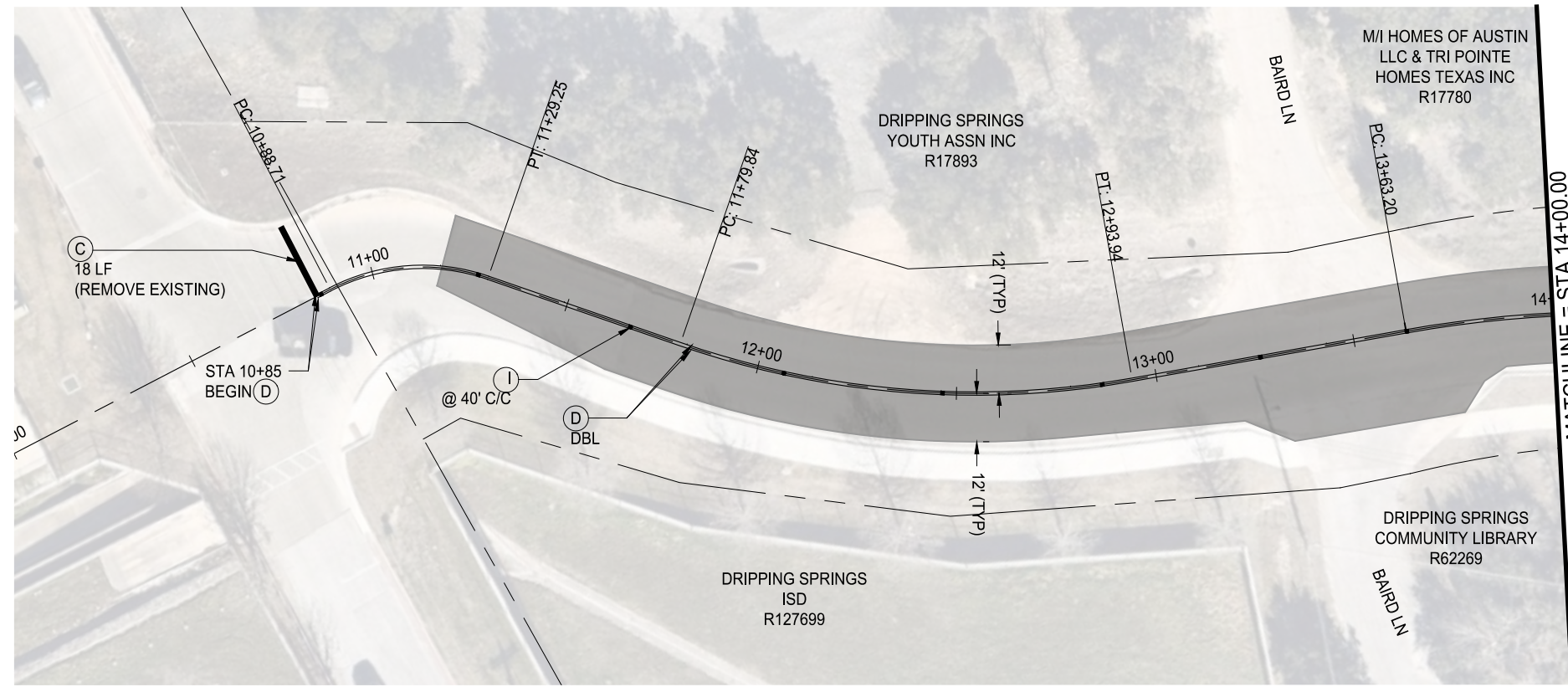
LEGEND

- (A) REFL PAV MRK (W) (SLD) 8"
- (B) REFL PAV MRK (W) (SLD) 12"
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- (D) REFL PAV MRK (Y) (SLD) 4"
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- (G) REFL PAV MRK (W) (WORD)
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- (J) REFL PAV MRK (Y) (SLD) 12"

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(APPROX LINEWORK PER 2003
CMA SPORTSPLEX DR PLANS)

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Item # 16.

GILPIN
ENGINEERING COMPANY

T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

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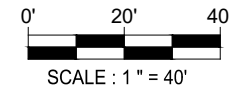
NO.	REVISION	DATE

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PROJ #: MAINT-2023-0001



PROJECT:
2023 SPORTSPLEX DR MAINTENANCE PROJECT

SHEET TITLE:
STRIPING PLAN



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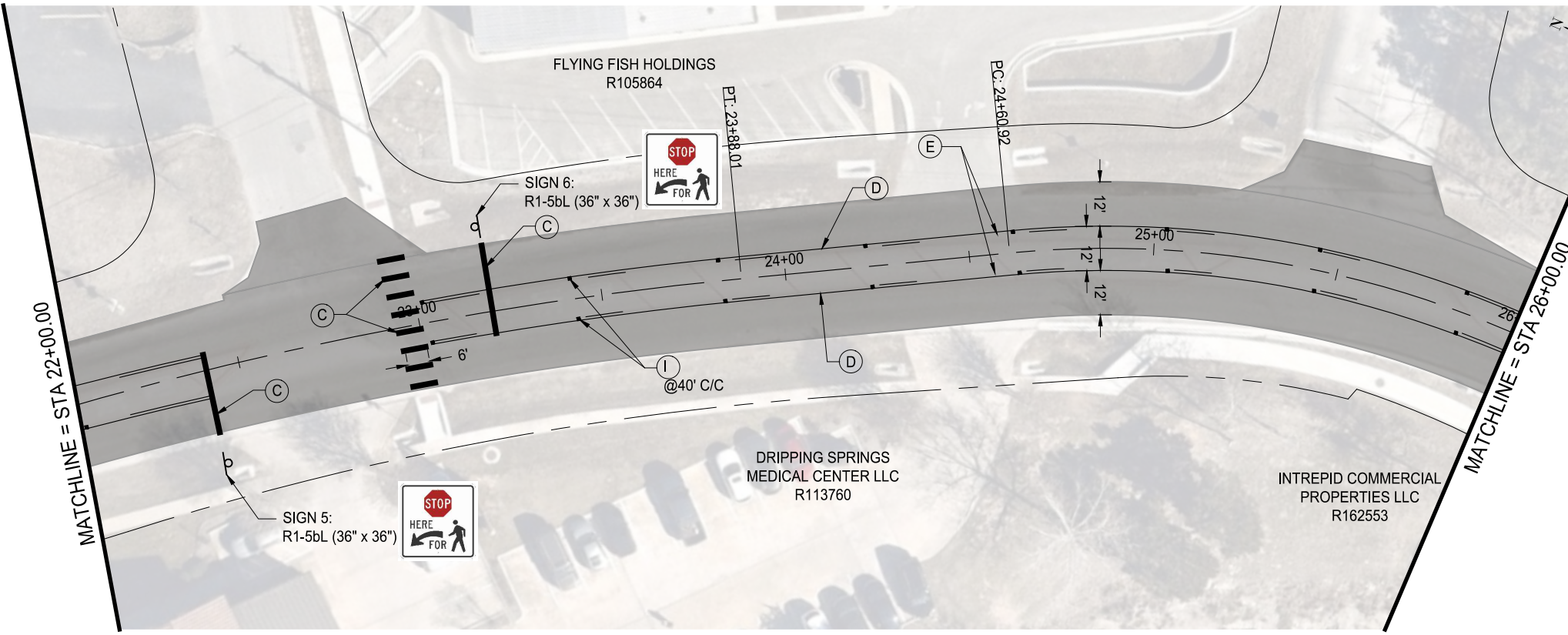
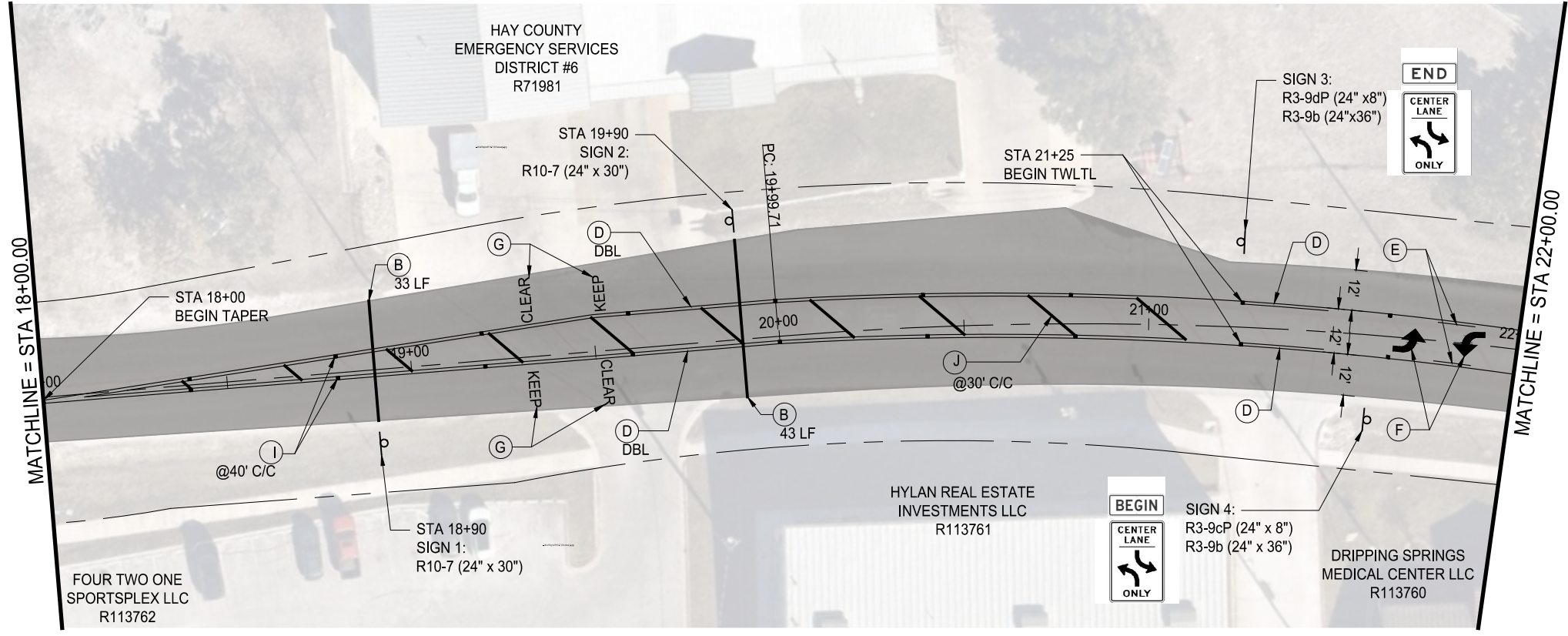
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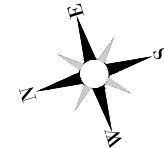
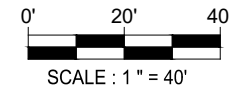
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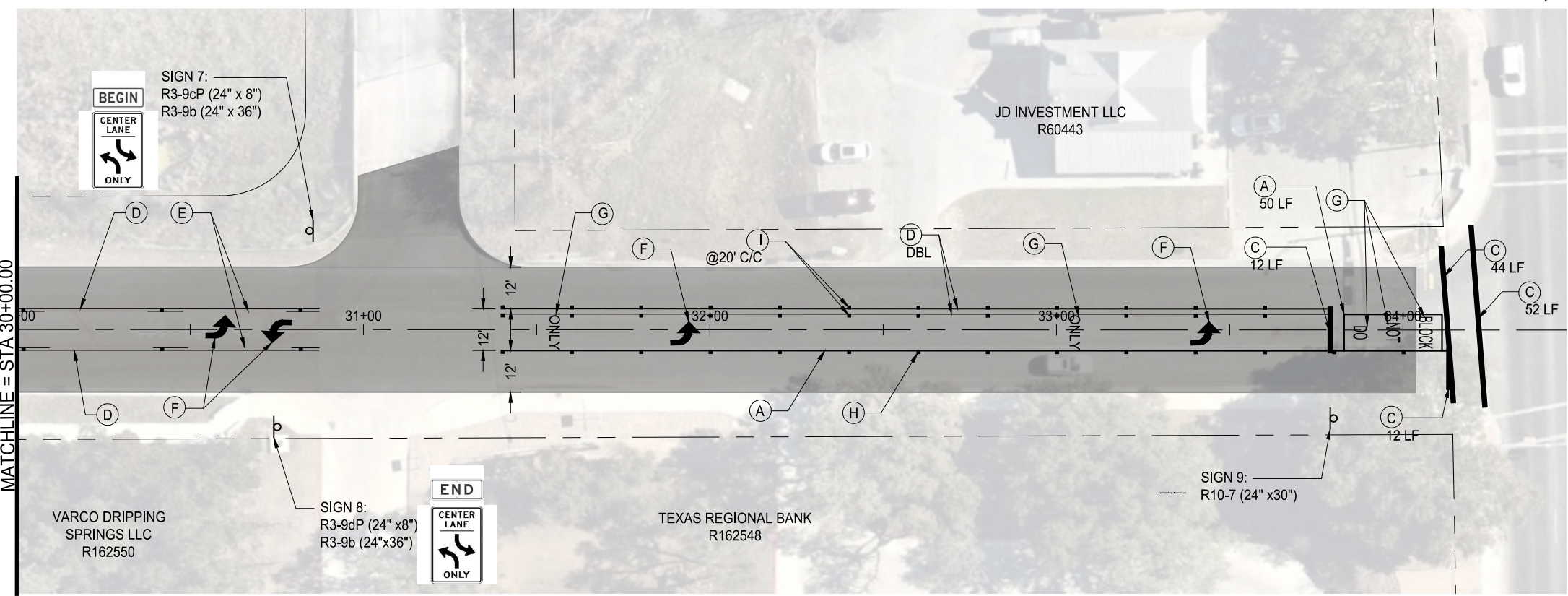
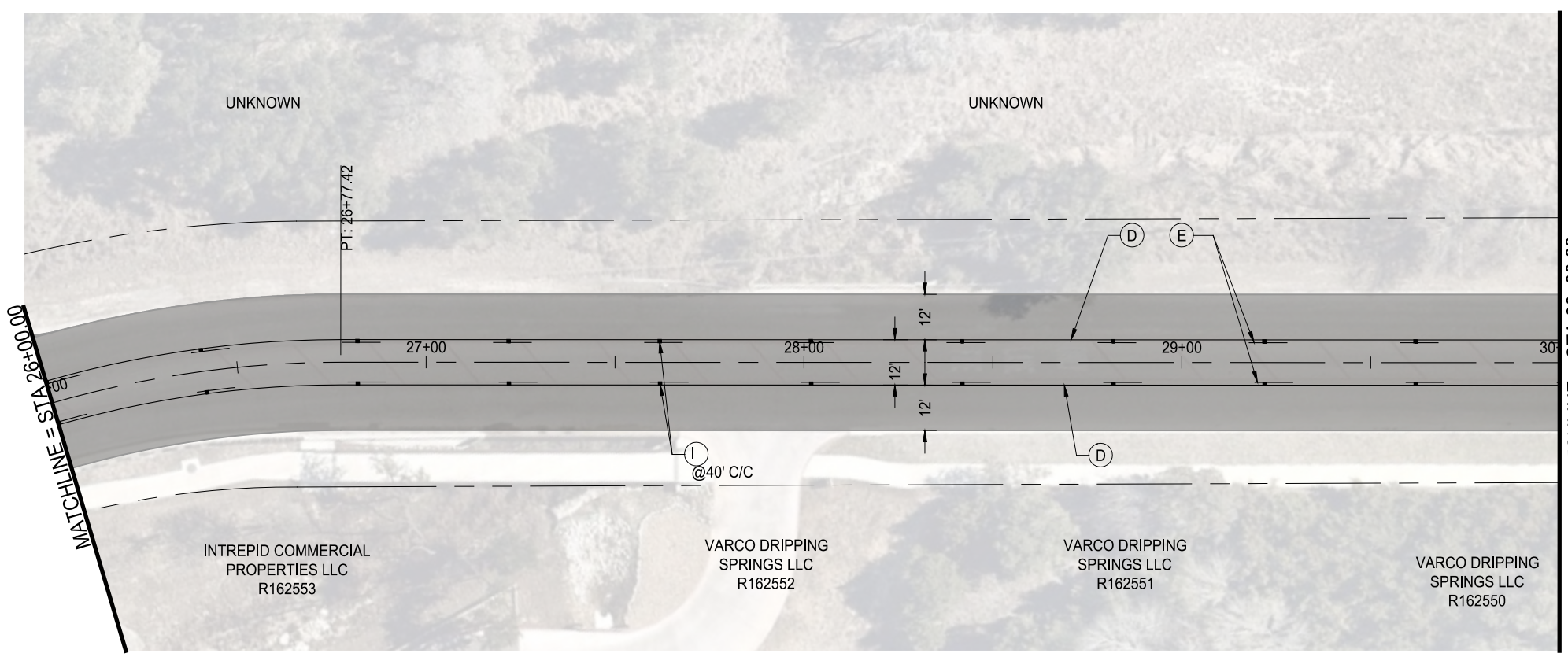
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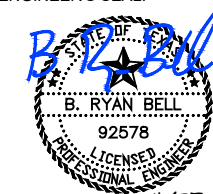


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MAINTENANCE
PROJECT**

SHEET TITLE:
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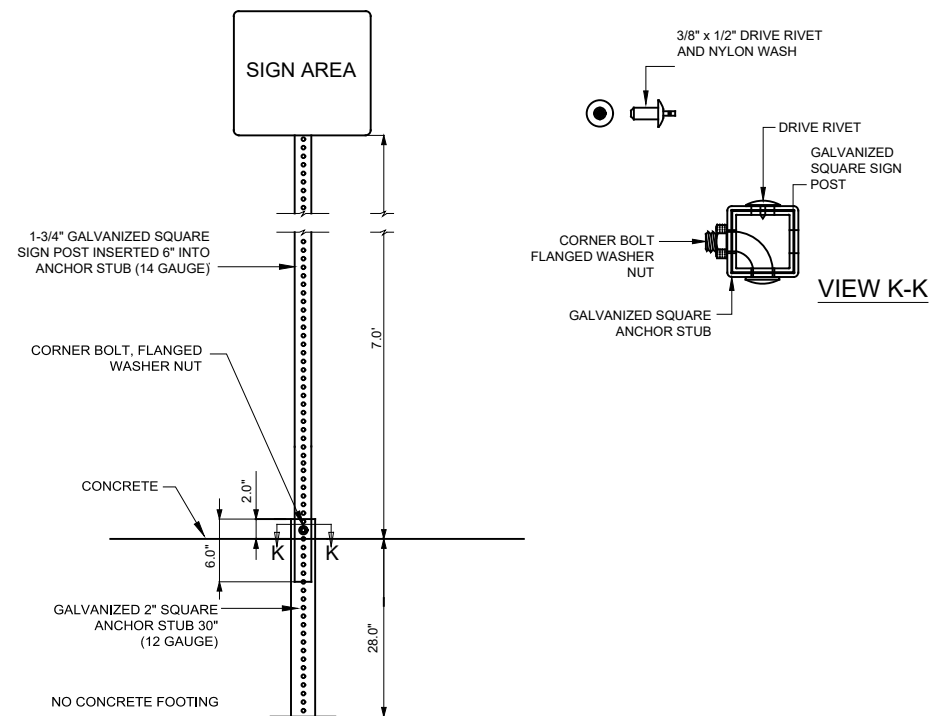


ENGINEER'S SEAL:



4/27/2023

SUMMARY OF ROAD SIGNS				
PLAN SHEET NO	SIGN #	SIGN NOMENCLATURE	SIGN INFORMATION	SIGN AREA
9	1	R10-7	DO NOT BLOCK DRIVEWAY	24" X 30"
9	2	R10-7	DO NOT BLOCK DRIVEWAY	24" X 30"
9	3	R3-9dP	END	24" X 8"
9	3	R3-9b	CENTER LANE ONLY	24" X 36"
9	4	R3-9cP	BEGIN	24" X 8"
9	4	R3-9b	CENTER LANE ONLY	24" X 36"
9	5	R1-5bL	[STOP] HERE FOR [PEDESTRIANS]	36" X 36"
9	6	R1-5bL	[STOP] HERE FOR [PEDESTRIANS]	36" X 36"
10	7	R3-9cP	BEGIN	24" X 8"
10	7	R3-9b	CENTER LANE ONLY	24" X 36"
10	8	R3-9dP	END	24" X 8"
10	8	R3-9b	CENTER LANE ONLY	24" X 36"
10	9	R10-7	DO NOT BLOCK INTERSECTION	24" X 30"



TRAFFIC SIGN POST
N.T.S.

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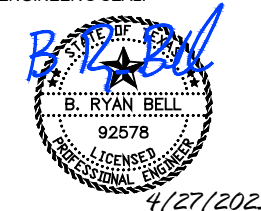
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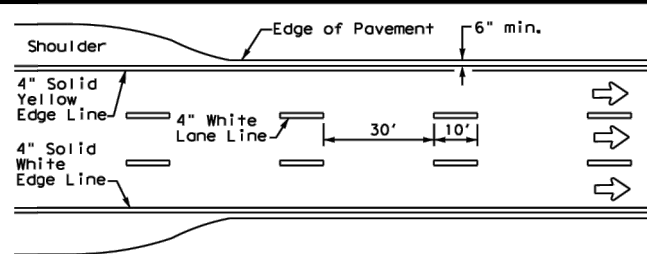
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SIGN DETAILS

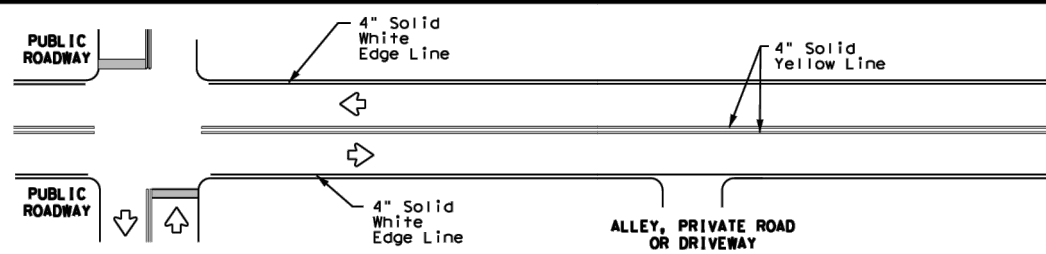
ENGINEER'S SEAL:



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**EDGE LINE AND LANE LINES
 ONE-WAY ROADWAY
 WITH OR WITHOUT SHOULDERS**



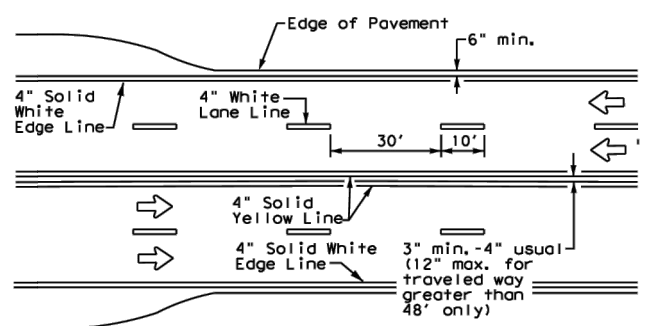
**TYPICAL TWO-LANE, TWO-WAY PAVEMENT
 MARKINGS THROUGH INTERSECTIONS**

GENERAL NOTES

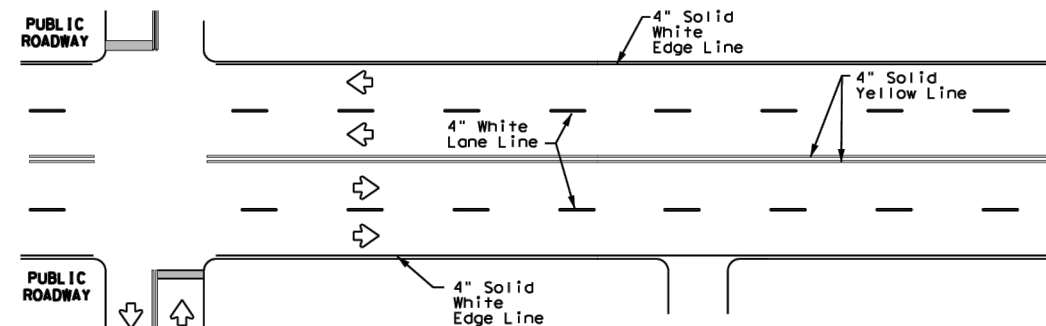
1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to the inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

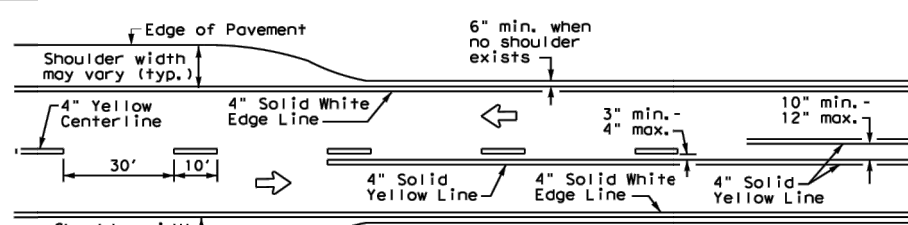
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



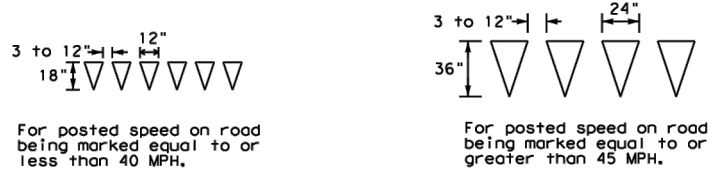
**CENTERLINE AND LANE LINES
 FOUR LANE TWO-WAY ROADWAY
 WITH OR WITHOUT SHOULDERS**



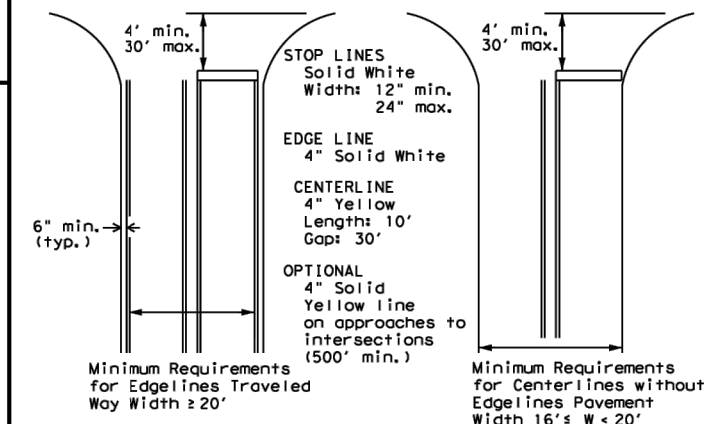
**TYPICAL MULTI-LANE, TWO-WAY PAVEMENT
 MARKINGS THROUGH INTERSECTIONS**



**TWO LANE TWO-WAY ROADWAY
 WITH OR WITHOUT SHOULDERS**

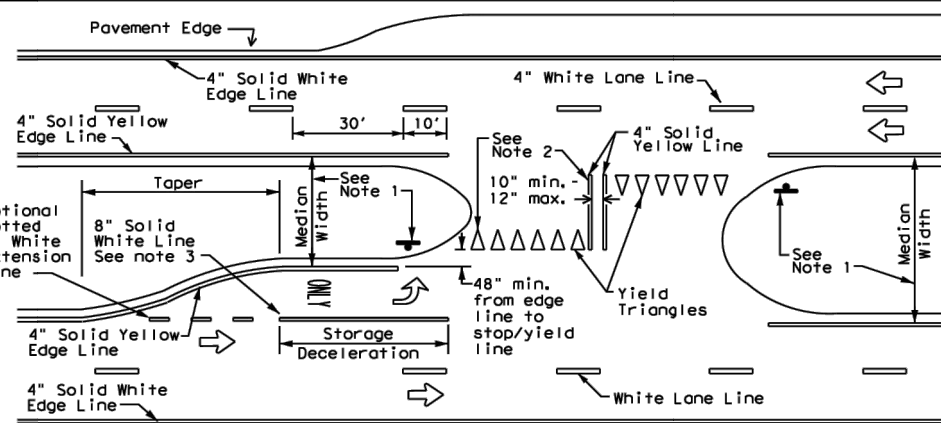


YIELD LINES



**GUIDE FOR PLACEMENT OF STOP LINES,
 EDGE LINE & CENTERLINE**

Based on Traveled Way and Pavement Widths for Undivided Highways



FOUR LANE DIVIDED ROADWAY CROSSOVERS

NOTES

1. Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs are optional as determined by the Engineer.
2. Install median striping (double yellow centerlines and stop bars/yield triangles) when a 50' or greater median centerline can be placed. Stop bars shall only be used with stop signs. Yield triangles shall only be used with yield signs.
3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.



**TYPICAL STANDARD
 PAVEMENT MARKINGS**

PM(1) - 20

FILE: pml-20.dgn	DN:	CK:	DW:	CK:
© TxDOT November 1978	CONT	SECT	JOB	HIGHWAY
8-95 3-03 REVISIONS				
5-00 2-12	DIST	COUNTY		SHEET NO.
8-00 6-20				

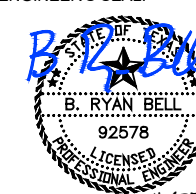
PROJECT:

2023 SPORTSPLEX DR
 MAINTENANCE
 PROJECT

SHEET TITLE:

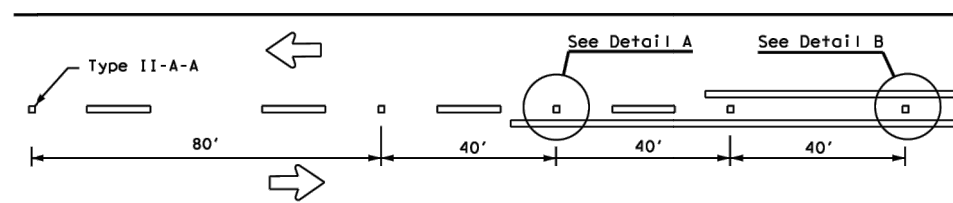
PM(1)-20

ENGINEER'S SEAL:

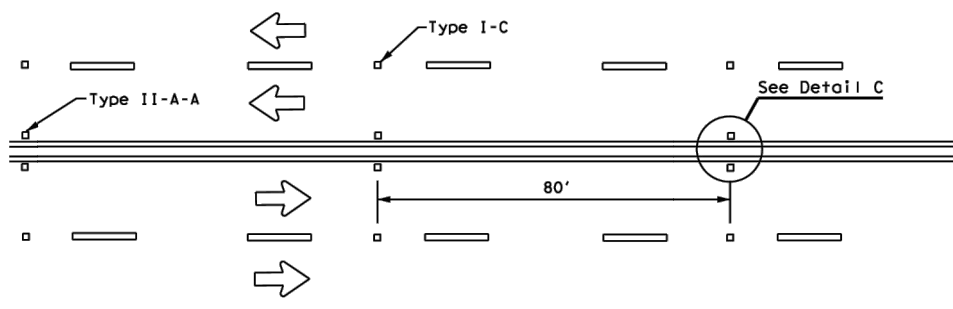


4/27/2023

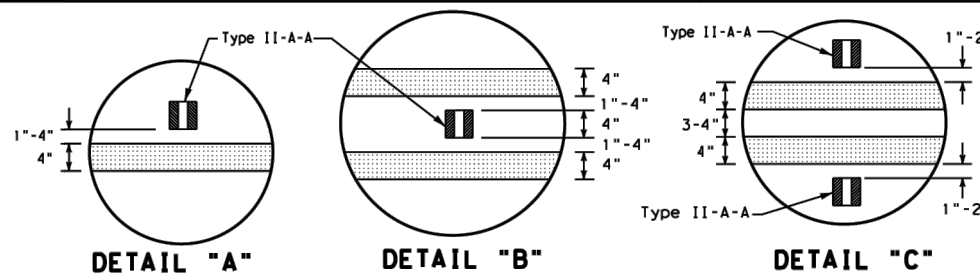
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE



CENTERLINE FOR ALL TWO LANE ROADWAYS



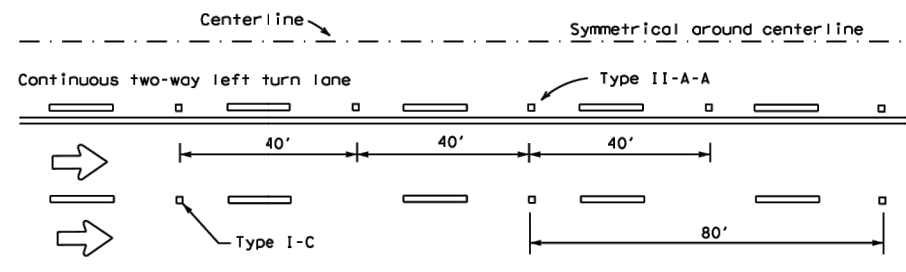
CENTERLINE & LANE LINES
 FOR FOUR LANE TWO-WAY HIGHWAYS



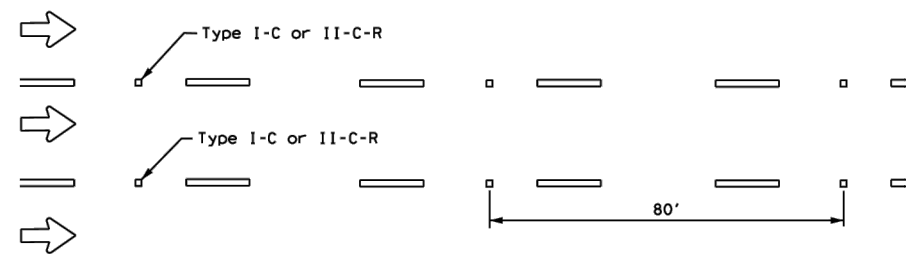
DETAIL "A"

DETAIL "B"

DETAIL "C"



CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE

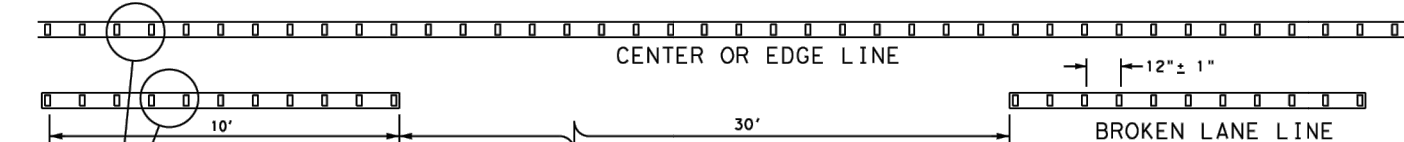


LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.

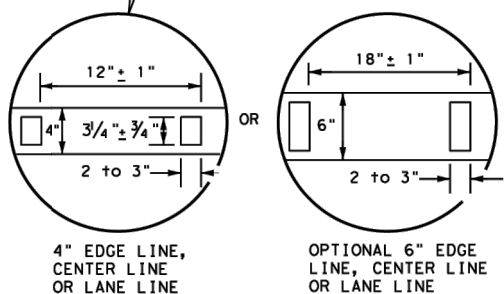
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DATE: FILE:



REFLECTORIZED PROFILE
 PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS



4" EDGE LINE,
 CENTER LINE
 OR LANE LINE

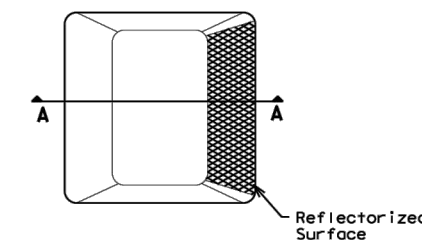
OPTIONAL 6" EDGE
 LINE, CENTER LINE
 OR LANE LINE

NOTE

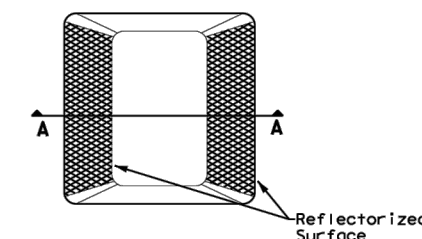
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

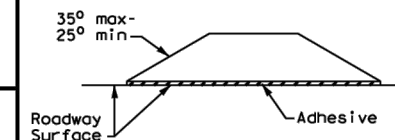
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS



POSITION GUIDANCE USING RAISED MARKERS RELECTORIZED PROFILE MARKINGS PM(2) - 20

FILE: pm2-20.dgn	DN:	CK:	DW:	CK:
© TxDOT April 1977	CONT	SECT	JOB	HIGHWAY
4-92 2-10	REVISIONS			
5-00 2-12	DIST	COUNTY	SHEET NO.	
8-00 6-20				

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NO.	REVISION	DATE

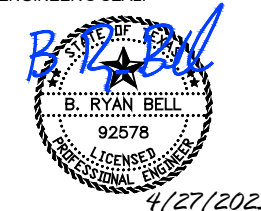
DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: MAINT-2023-0001



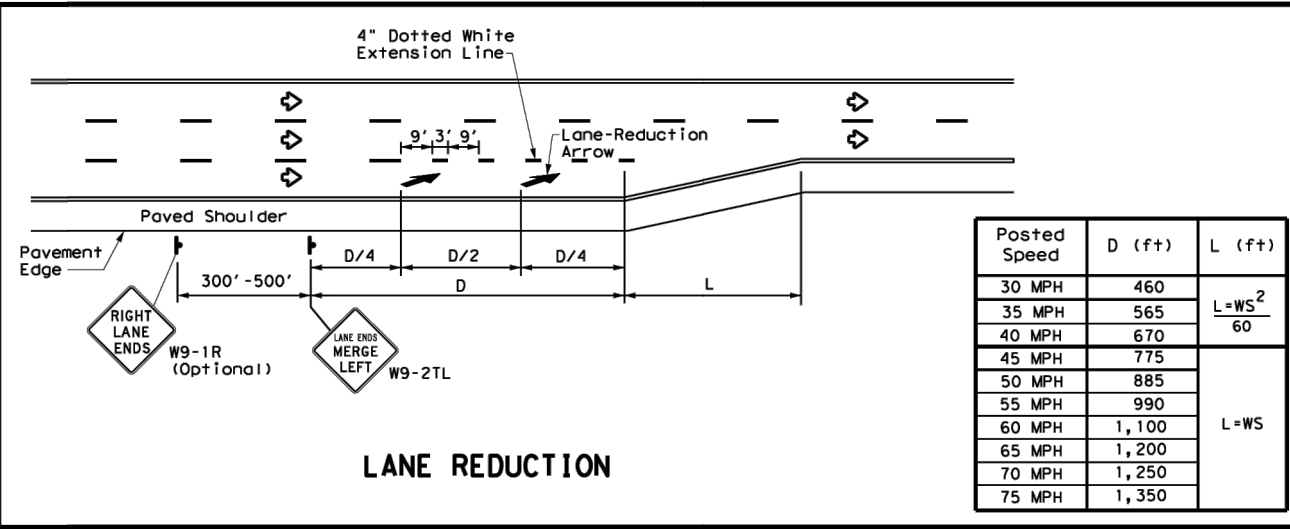
PROJECT:
 2023 SPORTSPLEX DR
 MAINTENANCE
 PROJECT

SHEET TITLE:
 PM(2)-20

ENGINEER'S SEAL:



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Posted Speed	D (ft)	L (ft)
30 MPH	460	$L = \frac{WS^2}{60}$
35 MPH	565	
40 MPH	670	L=WS
45 MPH	775	
50 MPH	885	
55 MPH	990	
60 MPH	1,100	
65 MPH	1,200	
70 MPH	1,250	
75 MPH	1,350	

LANE REDUCTION

NOTES

- Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of on-street parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TS2(PL) standard sheets.
- On divided highways, an additional W9-1R "RIGHT LANE ENDS" sign may be installed in the median aligned with the W9-1R sign on the right side of the highway.
- Lane reduction arrows are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
- For lane reductions on Freeways and Expressways, signing shall conform to the TxDOT Freeway Signing Handbook.

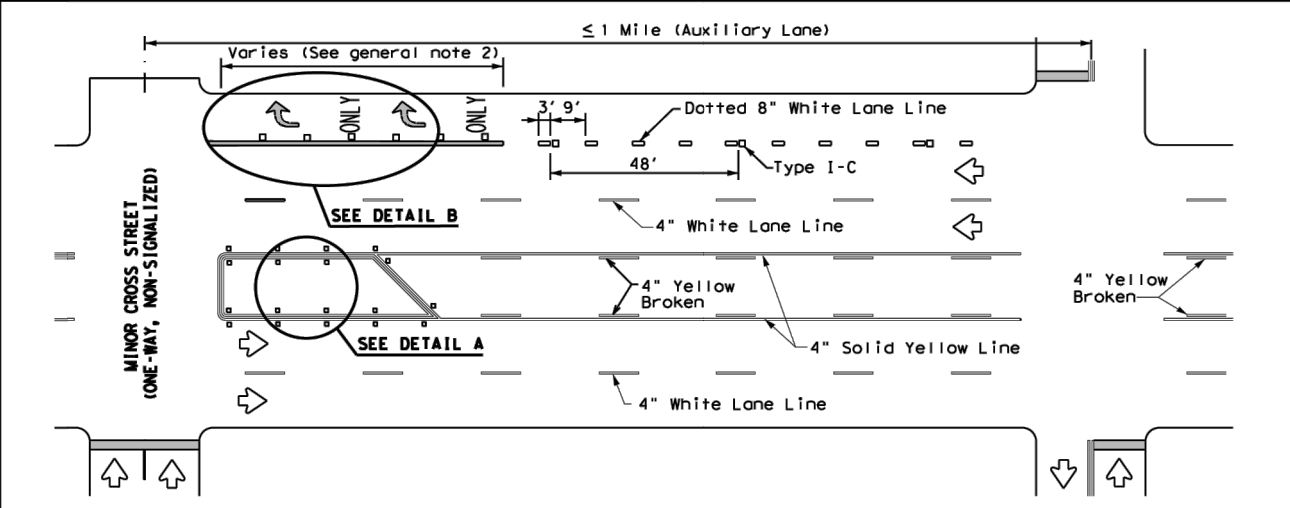
GENERAL NOTES

- Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
- When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
- Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
- Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

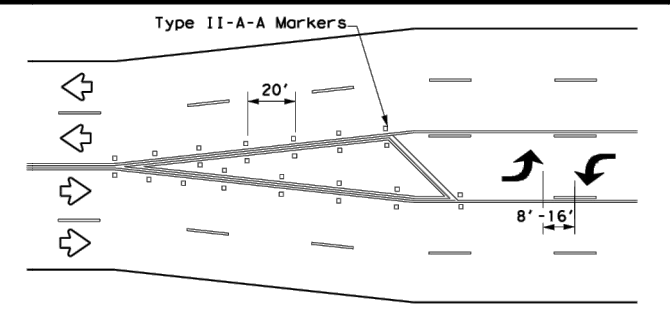
MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

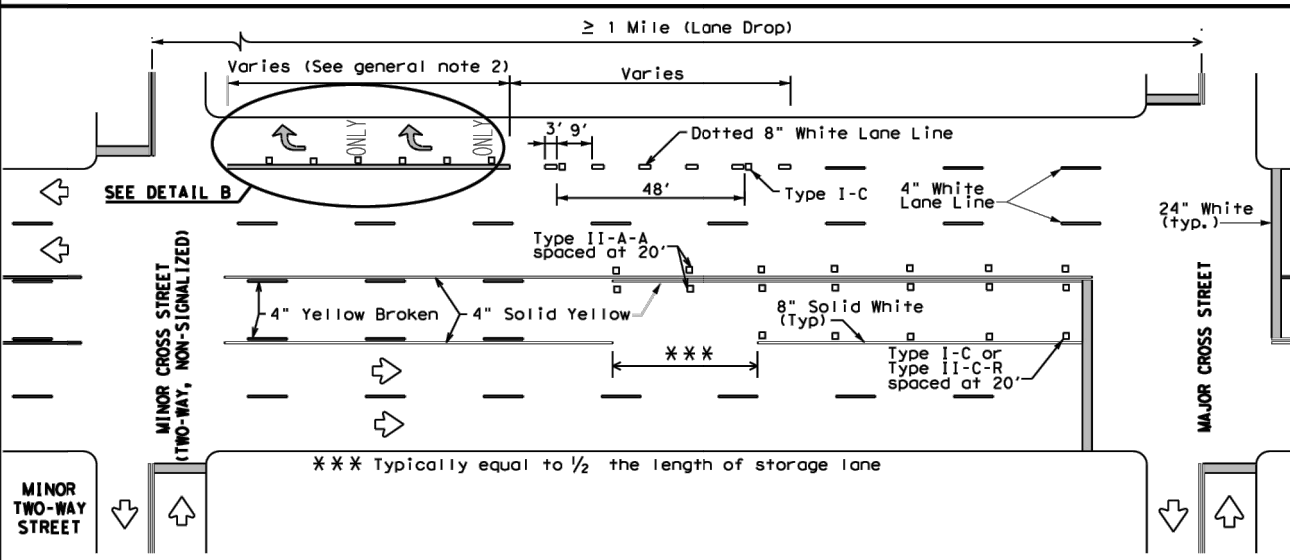


TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE

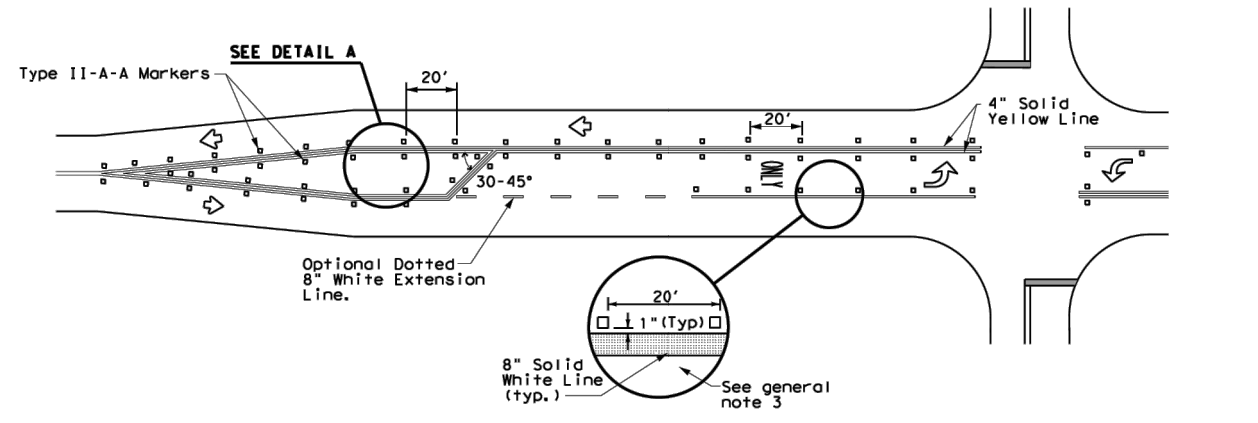


A two-way left-turn (TWLTL) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

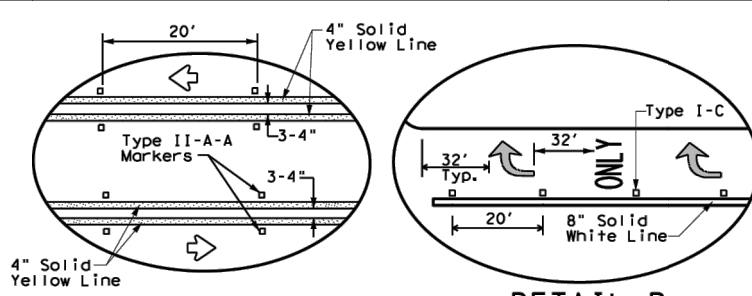
TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY



TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS



DETAIL A **DETAIL B**

Texas Department of Transportation
 Traffic Safety Division Standard

TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-20

FILE: pm3-20.dgn	DN:	CK:	DW:	CK:
© TxDOT April 1998	CONT	SECT	JOB	HIGHWAY
5-00 2-10	REVISIONS			
8-00 2-12	DIST	COUNTY	SHEET NO.	
3-03 6-20				

REVISIONS:

NO.	REVISION	DATE

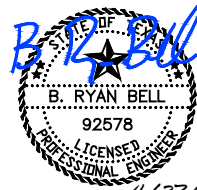
DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: MAINT-2023-0001



PROJECT:
 2023 SPORTSPLEX DR MAINTENANCE PROJECT

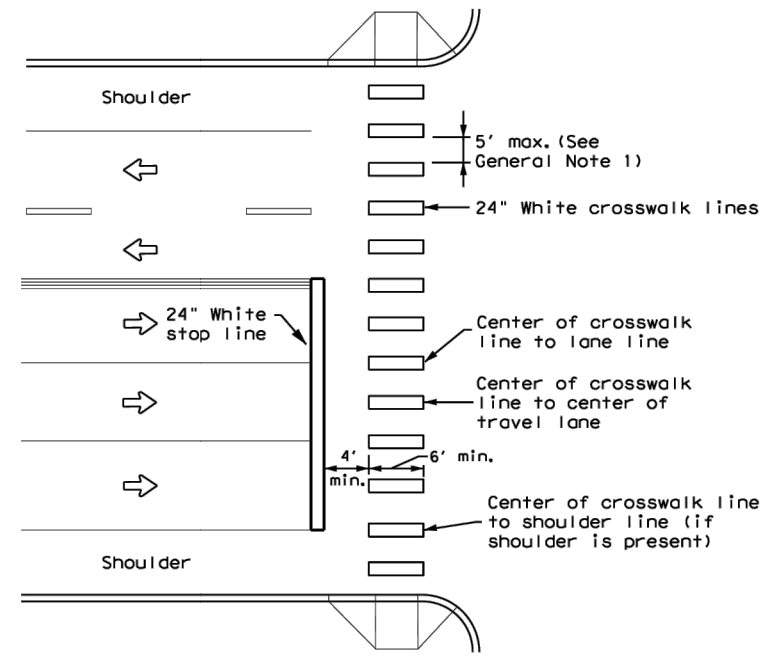
SHEET TITLE:
 PM(3)-20

ENGINEER'S SEAL:



4/27/2023

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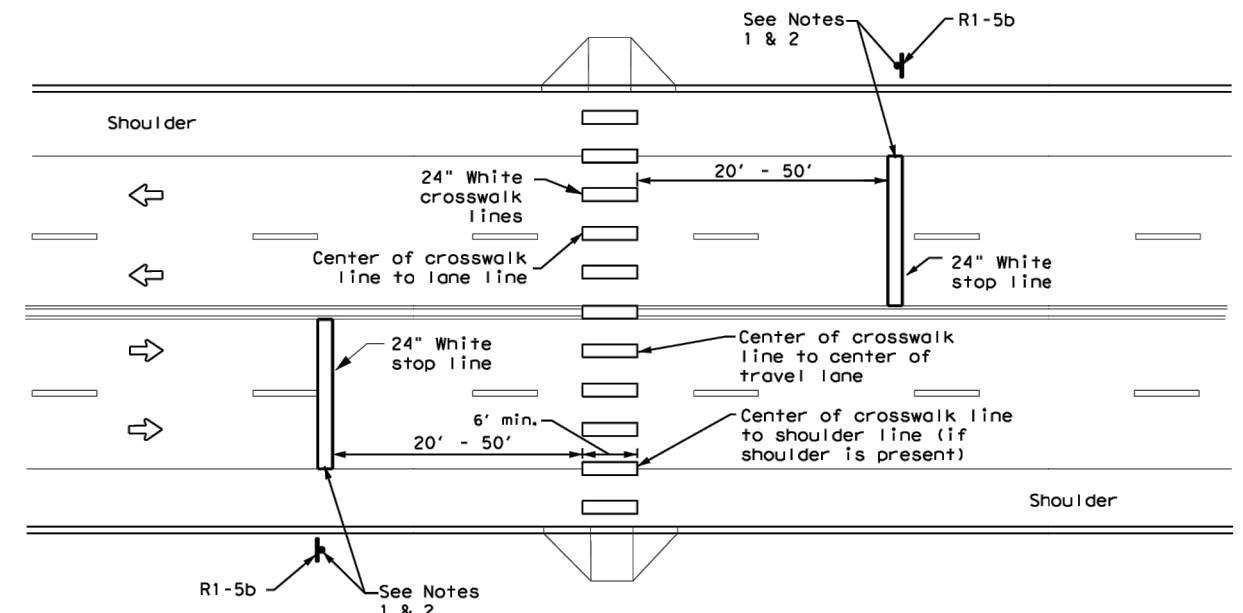
HIGH-VISIBILITY LONGITUDINAL CROSSWALK AT CONTROLLED APPROACH

GENERAL NOTES

1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6" clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices."
7. Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



UNSIGNALIZED MIDBLOCK HIGH-VISIBILITY LONGITUDINAL CROSSWALK

NOTES:

1. Use stop bars with Stop Here For Pedestrians (R1-5b) signs at unsignalized midblock crosswalks.
2. Use stop bars with STOP HERE ON RED (R10-6 or R10-6a) signs at mid block crosswalks controlled by traffic signals or pedestrian hybrid beacons.

<p>CROSSWALK PAVEMENT MARKINGS</p> <p>PM(4) - 22A</p>			
FILE: pm4-22a.dgn	DN:	CK:	DR:
© TxDOT December 2022	CONT	SECT	JOB
6-20	DIST	COUNTY	SHEET NO.
6-22			
12-22			
220			

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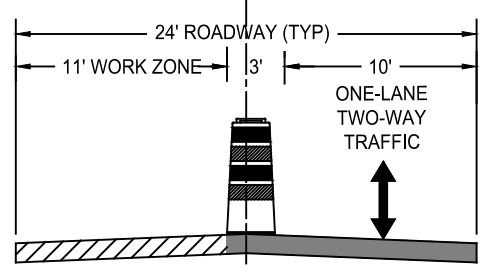
NO.	REVISION	DATE

DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: MAINT-2023-0001

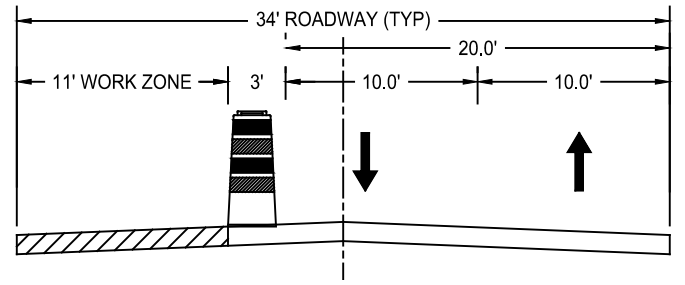


PROJECT:
2023 SPORTSPLEX DR MAINTENANCE PROJECT

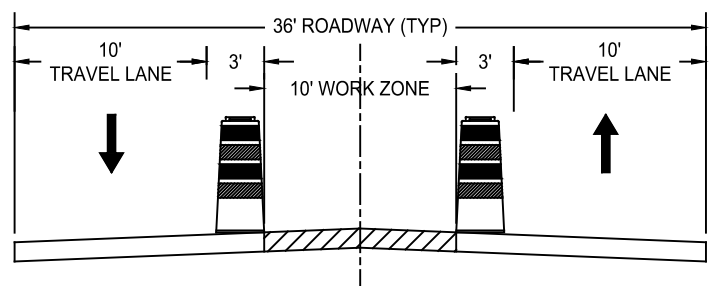
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PM(4)-22A



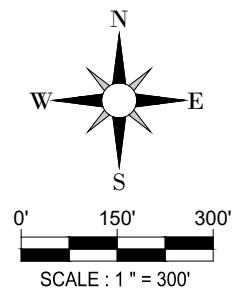
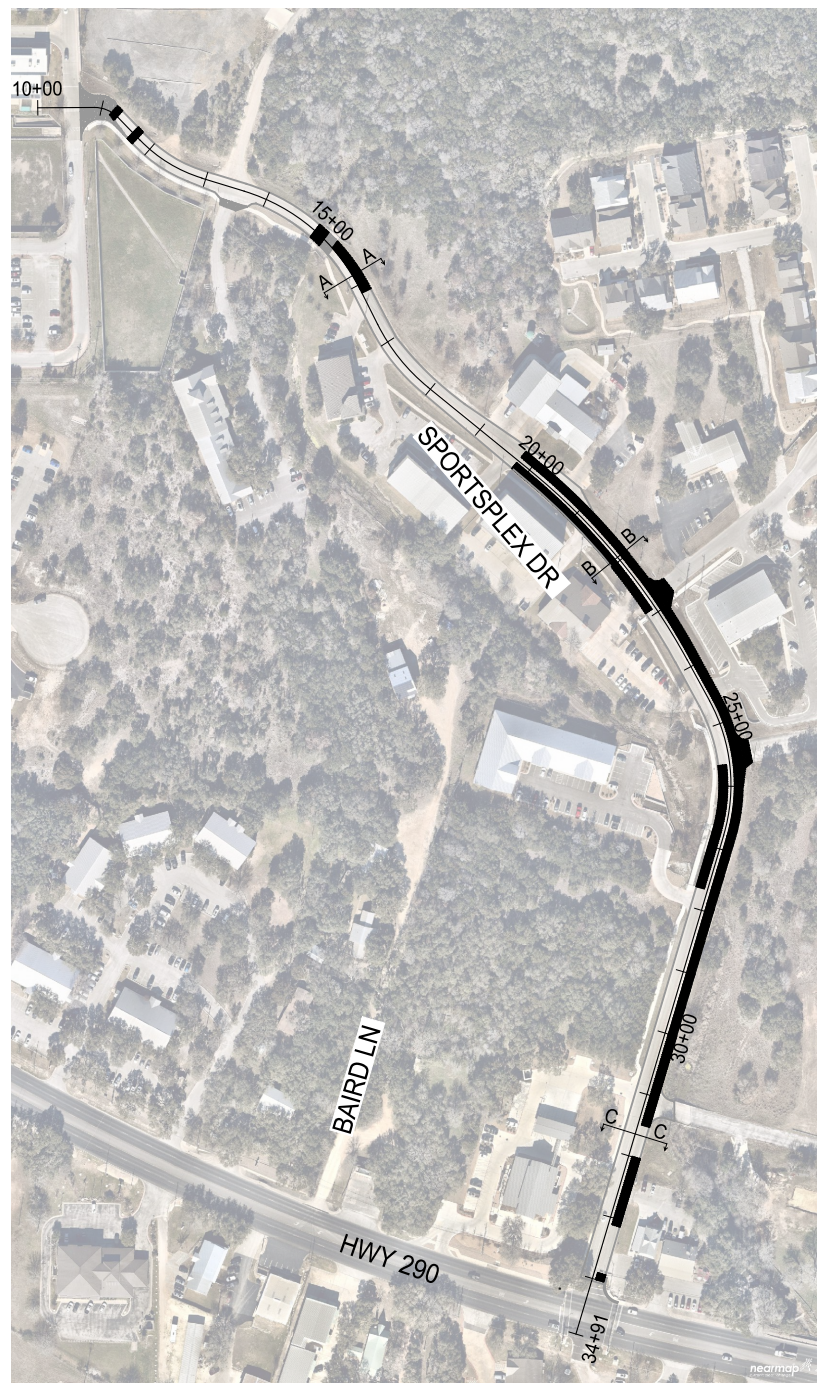
TYPICAL SECTION A-A



TYPICAL SECTION B-B



TYPICAL SECTION C-C



LEGEND

PAVEMENT REPAIR

TRAFFIC CONTROL PLAN
SEQUENCE OF CONSTRUCTION NARRATIVE:

1. INSTALL ADVANCE WARNING SIGNS, BARRICADES, AND CHANNELIZING DEVICES IN ACCORDANCE WITH THE PLANS AND TEXAS MUTCD STANDARDS.
2. MILL EXISTING PAVEMENT TO THE LIMITS SHOWN ON THE PLANS.
3. PERFORM FULL-DEPTH PAVEMENT REPAIRS TO THE LIMITS SHOWN ON THE PLANS. APPLY PRIME COAT TO ALL EXPOSED BASE AND SUBGRADE PRIOR TO PLACING HMAC TY B.
4. ADJUST TRAFFIC CONTROL DEVICES TO COMPLETE MILL & OVERLAY OF SPORTSPLEX DRIVE. APPLY TACK COAT TO ALL MILLED AND HMAC TY B SURFACES PRIOR TO PLACING HMAC SURFACE COURSE. PLACE HMAC SURFACE COURSE TO THE LIMITS SHOWN ON THE PLANS.
5. PERFORM SURFACE PREPARATION FOR PAVEMENT MARKINGS PER SPECIFICATIONS.
6. INSTALL TY II MARKINGS AND SIGNS AS SHOWN ON THE PLANS. ALLOW 7 DAYS FOR TY II MARKINGS TO CURE PRIOR TO INSTALLING TY I MARKINGS.
7. RECONFIGURE TRAFFIC TO THE PERMANENT CONDITION & REMOVE ALL TRAFFIC CONTROL DEVICES.

NOTES:

1. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AND SIDE STREETS AT ALL TIMES UNLESS APPROVAL IS OBTAINED FROM THE CITY ENGINEER.
2. CONTRACTOR SHALL RE-VEGETATE ANY DISTURBED AREAS.

Item # 16.

GILPIN
ENGINEERING COMPANY

T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

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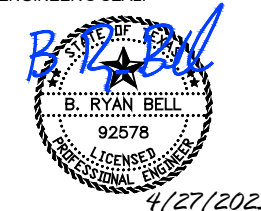
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DESIGNED BY: DC
CHECKED BY: RB
PROJ #: MAINT-2023-0001



PROJECT:
2023 SPORTSPLEX DR
MAINTENANCE
PROJECT

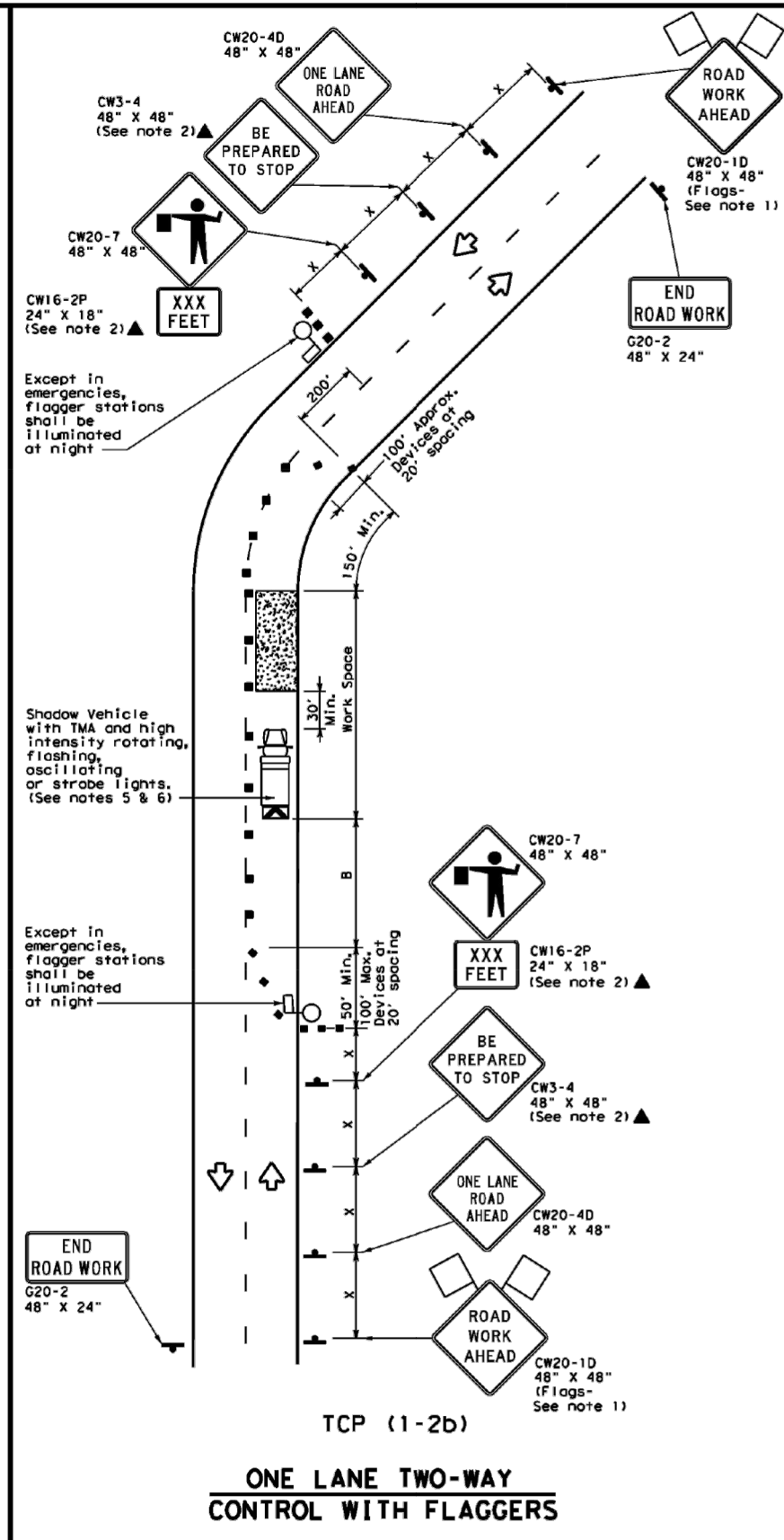
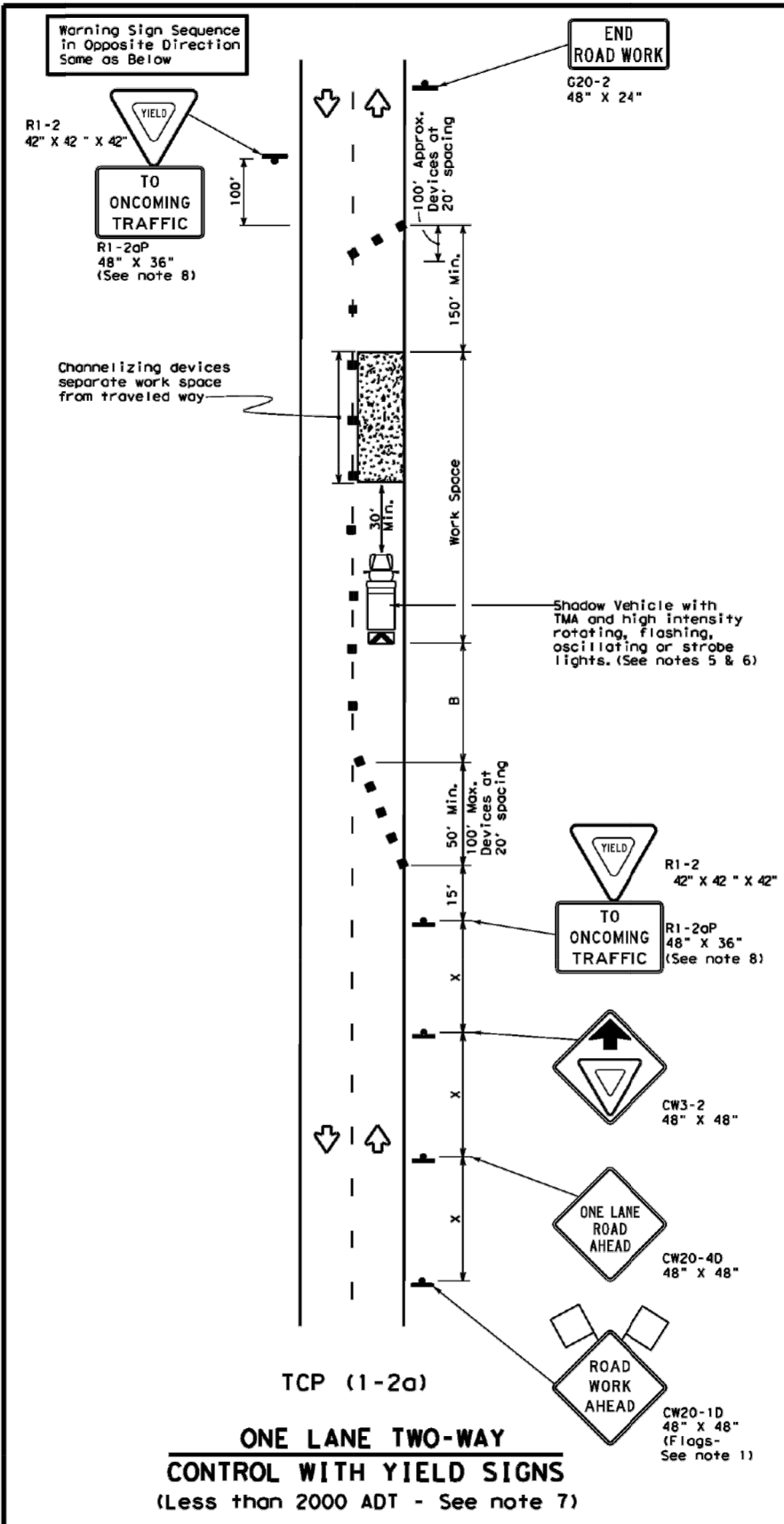
SHEET TITLE:
TRAFFIC CONTROL
PLAN

ENGINEER'S SEAL:



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 FILE: _____



LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed * S	Formula L = WS / 60	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30		150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L-Length of Taper (FT) W-Width of Offset (FT) S-Posted Speed (MPH)

TYPICAL USAGE

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
 - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
 - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.



TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP (1-2) - 18

FILE: tcp1-2-18.dgn	DN:	CK:	DN:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-90	4-98			
2-94	2-12			
1-97	2-18			
DIST		COUNTY		SHEET NO.

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REVISIONS:

NO.	REVISION	DATE

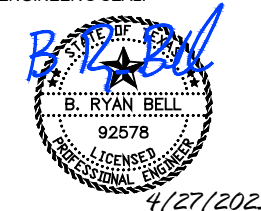
DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: MAINT-2023-0001



PROJECT:
 2023 SPORTSPLEX DR
 MAINTENANCE
 PROJECT

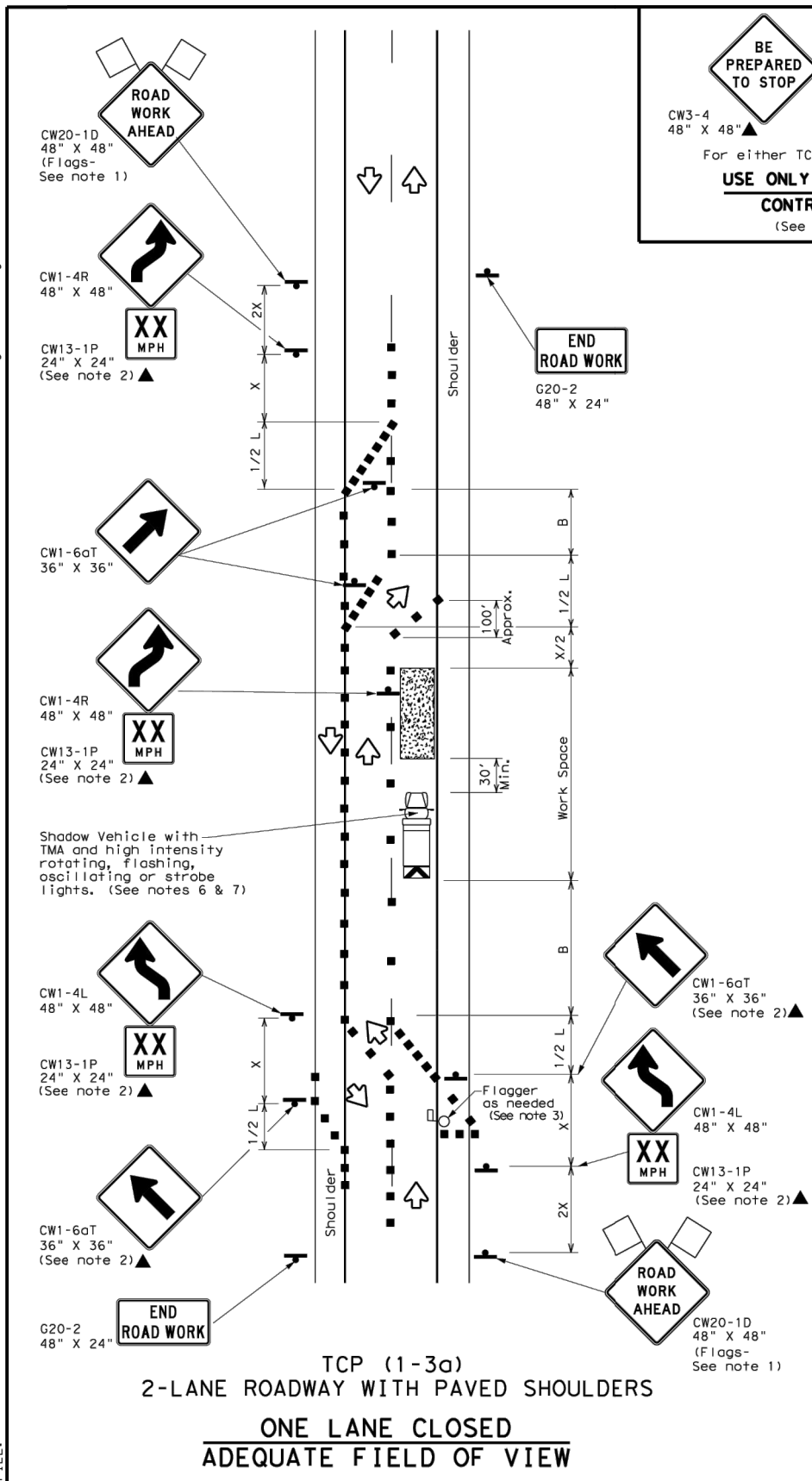
SHEET TITLE:
 TCP(1-2)-18

ENGINEER'S SEAL:

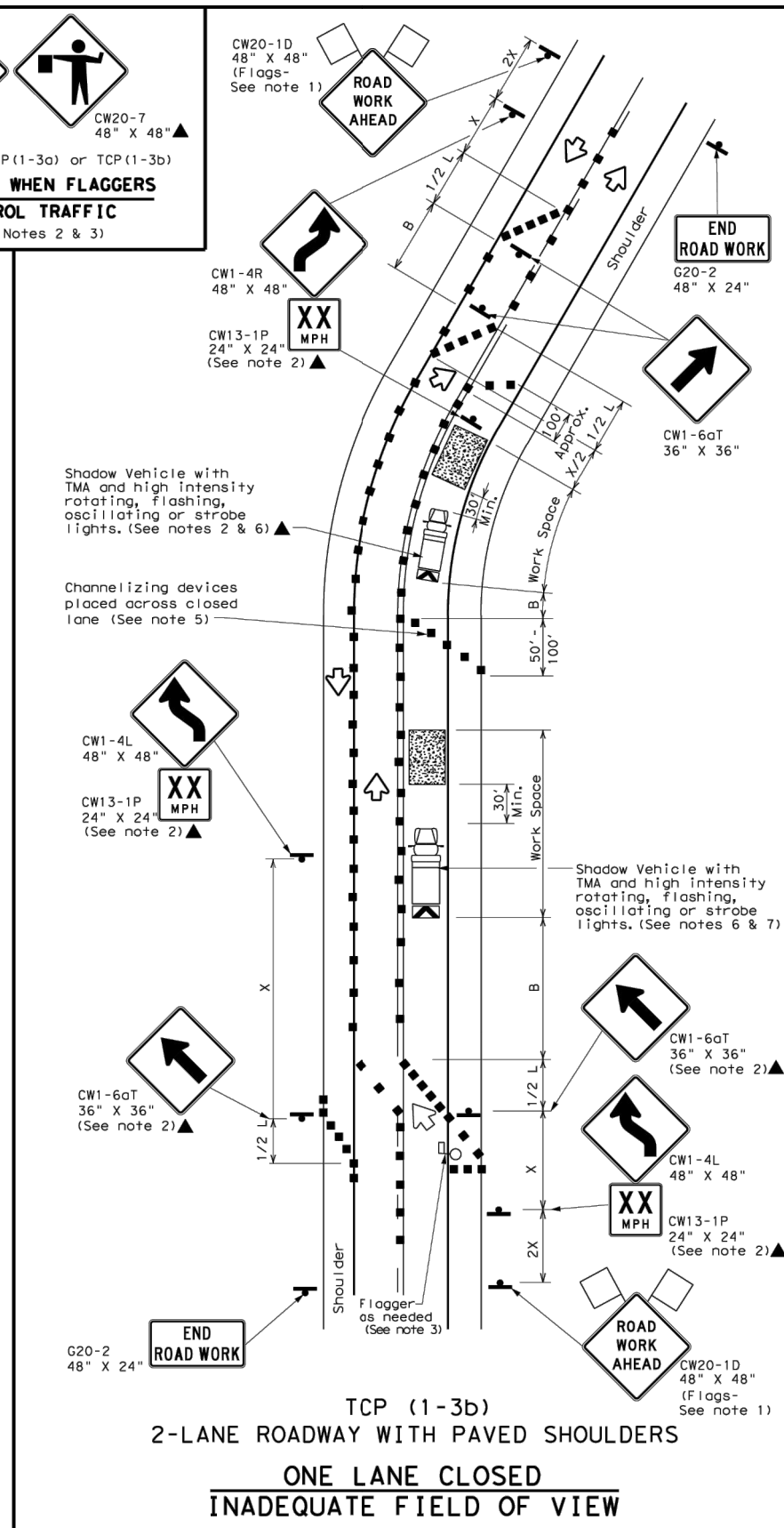


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DATE: FILE:



BE PREPARED TO STOP
 CW3-4 48" X 48"
 CW20-7 48" X 48"
 For either TCP(1-3a) or TCP(1-3b)
USE ONLY WHEN FLAGGERS CONTROL TRAFFIC
 (See Notes 2 & 3)



LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40	L = WS	265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60	L = WS	600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70	L = WS	700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
 - DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
 - When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
 - Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

Texas Department of Transportation
 Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON
TWO LANE ROADS
TCP (1-3) - 18

FILE: tcp1-3-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98				
8-95 2-12				
1-97 2-18				
	DIST	COUNTY	SHEET NO.	

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REVISIONS:

NO.	REVISION	DATE

DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: MAINT-2023-0001



PROJECT:
 2023 SPORTSPLEX DR MAINTENANCE PROJECT

SHEET TITLE:
 TCP(1-3)-18

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF**

**2023 SPORTSPLEX DR MAINTENANCE PROJECT
(#MAINT-2023-0001)**

Prepared For:



DRIPPING SPRINGS
Texas

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

Prepared by:



9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-9266

April 2023



26 Apr 23

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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

DIVISION A
BIDDING INFORMATION & REQUIREMENTS

NOTICE TO BIDDERS

Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St., City Hall Building, Dripping Springs, Texas**, until **2:00 p.m. on Thursday, May 18, 2023**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the “Project” titled **2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001)** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

“2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)”

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier’s check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas, 78620**

2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001) generally includes: 8,712 square yards of hot-mix asphaltic overlay pavement, 2,722 square yards of hot-mix asphaltic concrete pavement repair, signs, and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at cgilpin@cityofdrippingsprings.com and the City of Dripping Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **April 27, 2023**.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

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

An **Optional Pre-Bid conference** with prospective bidders will be held on **Thursday, May 4, 2023, at 1:00 p.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
 - *Sign Bid*
 - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
 - List *Unit Bid Price* for each item
 - List *Total Amount of Bid*
 - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
 - Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Tuesday May 9, 2023**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.
5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the

accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance

bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

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

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

**DIVISION B
BID PROPOSAL**

Project: **2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: _____
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **thirty (30) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on _____, 2023.

By: _____
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

(Typed or Printed Name and Title)

Bidder: _____
(Name of Company)

Business Address: _____

Telephone No: _____

IF Bidder is a Corporation:

ATTEST

(Signature of Witness)

(Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

BIDDER will complete the Work for the following prices:

BASE BID

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	0310 6001	PRIME COAT (MULTI OPTION) for _____ dollars and _____ cents PER GALLON	GAL	1,743	\$ _____	\$ _____
2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4") for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ _____	\$ _____
3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ _____	\$ _____
4	0500 6001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ _____	\$ _____
5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING for _____ dollars and _____ cents PER MONTH	MO	1	\$ _____	\$ _____
6	0644 6060	IN SM RD SN SUP&AM TWT(1)WS(P) for _____ dollars and _____ cents PER EACH	EA	9	\$ _____	\$ _____
7	0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	314	\$ _____	\$ _____
8	0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	230	\$ _____	\$ _____
9	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) for _____ dollars and _____ cents PER EACH	EA	6	\$ _____	\$ _____
10	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL) for _____ dollars and _____ cents PER EACH	EA	9	\$ _____	\$ _____
11	0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	4,947	\$ _____	\$ _____
12	0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	451	\$ _____	\$ _____

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
13	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	123	\$ _____	\$ _____
14	0666 6178	REFL PAV MRK TY II (W)8"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	30	\$ _____	\$ _____
15	0666 6182	REFL PAV MRK TY II (W)24"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ _____	\$ _____
16	0666 6192	REFL PAV MRK TY II (W)(WORD) for _____ dollars and _____ cents PER EACH	EA	1	\$ _____	\$ _____
17	0666 6207	REFL PAV MRK TY II (Y)4"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	62	\$ _____	\$ _____
18	0672 6007	REFL PAV MRKR TY I-C for _____ dollars and _____ cents PER EACH	EA	16	\$ _____	\$ _____
19	0672 6009	REFL PAV MRKR TY II-A-A for _____ dollars and _____ cents PER EACH	EA	105	\$ _____	\$ _____
20	0677 6007	ELIM EXT PAV MRK & MRKS (24") for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ _____	\$ _____
21	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ _____	\$ _____
22	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ _____	\$ _____

(1)		TOTAL BASE BID (BID ITEMS 1-22) for _____ dollars and _____ cents			\$ _____	\$ _____
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BASE BID-A

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1A-1	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	-2,745	\$ _____	\$ _____
1A-2	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	-2,745	\$ _____	\$ _____
1A-3	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ _____	\$ _____

(2)		TOTAL BASE BID-A (BID ITEMS 1A-1 - 1A-3) for _____ dollars and _____ cents			\$ _____	\$ _____
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ADD ALTERNATE #1

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-1	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")* for _____ dollars and _____ cents PER SQUARE YARD	SY	-2,722	\$ _____	\$ _____
A1-2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")** for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ _____	\$ _____
A1-3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	-5,990	\$ _____	\$ _____
A1-4	0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4") for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ _____	\$ _____
A1-5	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT) for _____ dollars and _____ cents PER LUMP SUM	LS	5,590	\$ _____	\$ _____

(3)		TOTAL ADD ALT 1 (BID ITEMS A1-1 TO A1-5) for _____ dollars and _____ cents			\$ _____	\$ _____
-----	--	---	--	--	----------	----------

ADD ALTERNATE #1-A

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1A-A	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	-8,712	\$ _____	\$ _____
A1A-2	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	-8,712	\$ _____	\$ _____
A1A-3	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ _____	\$ _____

(4)		TOTAL ADD ALTERNATE #1-A BID (BID ITEMS A1A-1 - A1A-3) for _____ dollars and _____ cents			\$ _____	\$ _____
-----	--	---	--	--	----------	----------

BID SUMMARY AND TOTALS	
(1) BASE BID SUBTOTAL \$ _____	
(2) BASE BID-A SUBTOTAL \$ _____	
(1+2) TOTAL AMOUNT BID (BASE BID + BASE BID-A) \$ _____	
(1) BASE BID SUBTOTAL \$ _____	
(3) ADD ALT 1 SUBTOTAL \$ _____	
(1+3) TOTAL AMOUNT BID (BASE BID + ADD ALT 1) \$ _____	
(4) ADD ALT 1-A SUBTOTAL \$ _____	
(1+3+4) TOTAL AMOUNT BID (BASE BID + ADD ALT 1 + ADD ALT 1-A) \$ _____	

**NON-COLUSION AFFIDAVIT
PRIME BIDDER**

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is _____
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public

My Commission expires:

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

2. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

3. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: _____
2. Name of Proposed Project Superintendent: _____

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control _____
2. Pavement (Flexible Pavement Repair, Milling, HMAC) _____
3. Pavement Markings and Signs _____

Other Subcontractors Exceeding 10% of total contract amount:

4. _____
5. _____
6. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location

**BID BOND
(EXAMPLE TEMPLATE)**

KNOW ALL MEN BY THESE PRESENT, that we the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of _____; for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this ____ day of _____, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the 2023 SPORTSPLEX DR MAINTENANCE PROJECT.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Principal (Seal)

Surety (Seal)

By: _____
Signature

By: _____
Signature

Print Name

Print Name

CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form:

NOTARIZED:

Sworn and subscribed before me,
by _____
on _____ (date)

DIVISION C
CONTRACT, BOND & INSURANCE FROMS &
REQUIREMENTS

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the _____ day of _____, 2023 (“Effective Date”), by and between _____ (a Texas limited liability company), whose address is _____ (hereinafter called the “Contractor”), and the CITY OF DRIPPING SPRINGS (hereinafter called the “City”) acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, 2023 Maintenance Project and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR’S DUTIES

2.1 Construction. Contractor shall construct all Improvements embraced in the **Project** as described in the bid documents.

2.2 Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3 Completion of Work. Work, in accordance with the Contract dated February ____, 2023, **Project**, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **thirty (30) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4 Invoicing. Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned other Contractor for correction and re-submittal.

2.5 Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6 Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8 Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by

approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). (Additional Disclosures may be required based on state and federal law and this will be included in the Contract.)

ARTICLE 3. THE CONTRACT PRICE

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of \$ _____. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor’s charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City’s expense, upon reasonable advance notice at the offices of Contractor and during Contractor’s normal business hours, to inspect, copy, and audit all records (except Contractor’s trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City’s account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor’s books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

- Exhibit A** General Conditions
- Exhibit B** Plans
- Exhibit C** Specifications
- Exhibit D** Instructions and Notice to Bidders
- Exhibit E** Performance and Payment Bond
- Exhibit F** Certificate of Insurance
- Exhibit G** Wage Rates
- Exhibit H** Addenda
- Exhibit I** Contractor’s Signed Bid Form
- Exhibit J** Conflict of Interest Questionnaire

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor’s statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk

allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions.*

ARTICLE 6. MISCELLANEOUS

6. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract, or its the bid documents described above.

6.2 Amendment. This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor’s agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor’s agents any authority of any kind to bind City in any respect whatsoever.

6.4 Notice. Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

If to the Contractor:

6.5 Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

6.6 Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

6.7 Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

6.8 Entire Contract. This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 Liquidated Damages. Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CONTRACTOR:

Printed Name and Title

ATTEST:

Signature

Printed Name and Title

CORPORATE CERTIFICATIONS:

I, _____, certify that I am the Secretary / Treasurer of the corporation named as Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

Corporate Secretary

Printed Name

Date

PERFORMANCE BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety, are held and firmly

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

_____ (\$ _____) Dollars

in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the ____ day of _____ **2023**, a copy of which is hereto attached and made a part hereof for the construction of :

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____, **2023**.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State & Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

SURETY

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Surety

Telephone No. (Area Code)

PAYMENT BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereinafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety,
are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and
unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the
building or improvements hereinafter referred to in the penal sum of

_____ (\$ _____) Dollars in
lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with (6) the City of Dripping Springs The Owner, dated the ___ day of _____, 2023, a
copy of which is hereto attached and made a part hereof for the construction of

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with
the Plans, Specifications and Contract Documents during the original term thereof, and any extensions
thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all
claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it
shall remain in full force and effect.

This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2023.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State & Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

SURETY

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Surety

Telephone No. (Area Code)

Address (State and Zip Code)

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

PERFORMANCE – PAYMENT BOND FORM
M-24, 25, Attach. Sa

(SEAL)

Individual Principal

Address (State and Zip Code)

Business – Address

Telephone Number (Area Code)

Telephone Number (Area Code)

ATTEST:

Corporate Principal

(State and Zip Code)

Business Address Name

Telephone Number (Area Code)

Address (State and Zip Code)

(Affix Corporate Seal)

ATTEST:

By: _____

Address (State and Zip Code)

Corporate

Surety

Business Address

(Affix Corporate Seal)

Telephone

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Title

Date:

(Affix Corporate Seal)

Telephone No.: _____

The rate of premium on this Bond is _____ per thousand.

Total of premium charge \$ _____.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

**SECTION C-4
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
CITY OF DRIPPING SPRINGS
MINIMUM INSURANCE PROVISIONS AND LIMITS
FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS**

Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the City of Dripping Springs (City); and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Standard ISO commercial general liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.
2. Workers' compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.
4. Umbrella liability or following-form excess liability at minimum limits of \$ 1,000,000 each-occurrence/\$2,000,000 aggregate where applicable in any underlying coverage. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.
5. Waiver of Rights - Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and E/A, and all other individuals or entities identified in the Insurance Rider to be listed as additional named insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional named insured (and the officers, directors, partners, employees, agents,

consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Dripping Springs shall be named as an additional named insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of the City must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City with a minimum *A.M. Best* financial rating of A-VII.
10. Coverage for commercial general liability must be maintained for at least (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

NOTICE OF AWARD

To: _____

Project: 2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)

The City of Dripping Springs has considered the bids submitted for the above described project in response to its advertisement for bids dated April 3, 2023 and related information to Bidders.

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

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

If you fail to submit the proposed Contract and the Performance and Payment Bonds and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited.

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

Dated this ____ day of _____, 2023.

CITY OF DRIPPING SPRINGS.

City Engineer

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this ____ day of _____, 2023.

Authorized Signature

Title: _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: 2023 SPORTSPLEX DR MAINTENANCE PROJECT (#MAINT-2023-0001)

In accordance with the construction contract dated _____,
you are hereby notified to commence work no later than _____.

Contract time is: **30 calendar days.**

Substantial Completion Date is: _____

CITY OF DRIPPING SPRINGS.

City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

on this the ____ day of _____ 2023.

Authorized Signature

Name:

Title: _____

CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **30 Calendar Days** as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

	FOR AMOUNT OF CONTRACT	
From More Than	To and Including	Amount of Liquidated Damages Per Working Days
\$0	\$100,000	\$200
\$100,000	\$500,000	\$400
\$500,000	\$1,000,000	\$550
\$1,000,000	\$2,000,000	\$700
\$2,000,000	\$5,000,000	\$850
\$5,000,000	\$10,000,000	\$1,200
\$10,000,000	\$15,000,000	\$1,500
\$15,000,000	\$20,000,000	\$1,700
\$p20,000,000	Over \$20,000,000	\$2,500

EQUAL OPPORTUNITY CLAUSE

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

WAGE DETERMINATION

Wage Rates. Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20230007 01/06/2023 below:

"General Decision Number: TX20230007 01/06/2023

Superseded General Decision Number: TX20220007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and	. Executive Order 13658 generally applies to the

January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.15 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	**

Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement		
Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons		
or less.....	\$ 18.36	
Crane, Lattice Boom 80		
tons or less.....	\$ 15.87	**
Crane, Lattice Boom over		
80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling		
Locator.....	\$ 11.67	**
Directional Drilling		
Operator.....	\$ 17.24	
Excavator 50,000 lbs or		
Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck		
Mounted.....	\$ 16.93	
Front End Loader, 3 CY or		
Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade...	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine...	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**
Roller, Asphalt.....	\$ 12.78	**
Roller, Other.....	\$ 10.50	**
Scraper.....	\$ 12.27	**
Spreader Box.....	\$ 14.04	**
Trenching Machine, Heavy....	\$ 18.48	
Servicer.....	\$ 14.51	**
Steel Worker		
Reinforcing.....	\$ 14.00	**
Structural.....	\$ 19.29	
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Traffic Signal/Light Pole		
Worker.....	\$ 16.00	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 15.66	**
Off Road Hauler.....	\$ 11.88	**
Single Axle.....	\$ 11.79	**

Single or Tandem Axle Dump Truck.....	\$ 11.68	**
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.81	**
WELDER.....	\$ 15.97	**

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Architect (E/A):

Name: Chad Gilpin, P.E. – City Engineer
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-220-8100
E-mail: cgilpin@cityofdrippingsprings.com

The designated representative of the OWNER as outlined in Article 8 of the General Conditions:

Owner's Representative:

Name: Craig Rice – Deputy Public Works Director
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-858-4725
E-mail: crice@cityofdrippingsprings.com

DIVISION D
CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addendum** - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.
- 1.2 Alternative Dispute Resolution** - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.
- 1.3 Bid** - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.
- 1.4 Bidder** - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 1.5 Bid Documents** - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.
- 1.6 Calendar Day** - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.
- 1.7 Change Directive** - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.
- 1.8 Change Orders** - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.
- 1.9 Claim** - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- 1.10 Contract** - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.
- 1.11 Contract Amount** - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.
- 1.12 Contract Awarding Authority** - A City department authorized to enter into Contracts on behalf of the City.
- 1.13 Contract Documents** - Project Manual, Drawings, Addenda and Change Orders.
- 1.14 Contract Time** - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

- 1.15 CONTRACTOR** - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.
- 1.16 Critical Path** - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.
- 1.17 Drawings** - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.
- 1.18 Due Date** - The date and time specified for receipt of Bids.
- 1.19 Engineer/Architect (E/A)** - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.
- 1.20 Equal** - The terms "equal" or "approved equal" shall have the same meaning.
- 1.21 Execution Date** - Date of last signature of the parties to the Agreement.
- 1.22 Field Order** - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.
- 1.23 Final Completion** - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.
- 1.24 Force Account** - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.
- 1.25 Inspector** - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.
- 1.26 Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.

1.27 Legal Holidays

1.27.1 The following are recognized by the OWNER:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

- 1.27.2** If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.
- 1.27.3** Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.
- 1.28 Milestones** - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.29 Notice to Proceed** - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.30 OWNER** - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.
- 1.31 Owner's Representative** - The designated representative of the OWNER.
- 1.32 Partial Occupancy or Use** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.
- 1.33 Project** - The subject of the Work and its intended result.
- 1.34 Project Manual** - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.
- 1.35 Resident Project Representative** - The authorized representative of E/A who may be assigned to the site or any part thereof.
- 1.36 Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.
- 1.37 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.
- 1.38 Solicitation** - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.
- 1.39 Substantial Completion** - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- 1.40 Subcontractor** - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
- 1.41 Sub-Subcontractor** - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

- 1.42 Superintendent** - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.
- 1.43 Supplemental General Conditions** - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.
- 1.44 Supplier** - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.45 Time Extension Request** - An approved request for time extension on a form acceptable to OWNER.
- 1.46 Work** - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- 1.47 Working Day** - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.
- 1.48 Working Hours**
- 1.48.1 Working Day Contract:** All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.48.2 Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.49 Written Notice** - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

2.2 Copies of Documents: OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.

2.3 Commencement of Contract Times; Notice to Proceed: The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

2.4 Before Starting Construction:

2.4.1 No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

2.4.2 It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

- .1** A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;
- .2** An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;
- .3** A preliminary schedule of Shop Drawing and sample submittals;
- .4** A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during

construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;

- .5 If applicable, an excavation safety system plan;
- .6 If applicable, a plan illustrating proposed locations of temporary facilities;
- .7 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and
- .8 Appropriate safety training certificates for workers that will initially be on site.

2.4.3 Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.

2.5 Preconstruction Conference: Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.

2.6 Initially Acceptable Schedules: Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent:

3.1.1 The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

- Signed Agreement
- Addendum to the Contract Documents, including approved changes
- Supplemental General Conditions
- General Conditions
- Other Bidding Requirements and Contract Forms
- Special Provisions to the Standard Technical Specifications
- Special Specifications
- Standard Technical Specifications
- Drawings (figured dimensions shall govern over scaled dimensions)
- Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

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

3.2 Reporting and Resolving Discrepancies: If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

3.3 Amending and Supplementing Contract Documents:

3.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- .1 Change Order.
- .2 Change Directive.
- .3 Time Extension Request.

3.3.2 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- .1 Field Order.
- .2 Review of a Shop Drawing or sample.
- .3 Written interpretation or clarification.

3.4 Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.

3.5 In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS

4.1 Availability of Lands: The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access.

CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

4.2 Subsurface and Physical Conditions:

4.2.1 CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.

4.2.2 CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.

4.2.3 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and

Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

4.3 Reference Points: All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

4.4 Hazardous Materials:

4.4.1 CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

4.4.2 CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.4.3 The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

4.4.4 Hazardous material definitions and procedures.

.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all

necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

- .4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- .5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**

- 4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Surety and Insurance Companies: All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2 Workers' Compensation Insurance Coverage:

5.2.1 Definitions:

- .1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.
- .3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the

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

- 5.2.2** CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.
- 5.2.3** CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.
- 5.2.4** If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.
- 5.2.5** CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:
 - .1** A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .2** No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 5.2.6** CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- 5.2.7** CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 5.2.8** CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 5.2.9** CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:
 - .1** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .2** Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

- .3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - .6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - .7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 5.2.10** By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 5.2.11** CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.
- 5.3 Other Bond and Insurance Requirements:** For additional insurance requirements, refer to Division C.
- 5.4 Bonds:**
- 5.4.1 General.**
- .1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 - .2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
 - .3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment

Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

5.4.2 Performance Bond.

- .1** If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.
- .2** If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .3** If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .4** If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

5.4.3 Payment Bond.

- .1** If the Contract Amount exceeds \$50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.
- .2** If the Contract Amount is less than or equal to \$50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

5.4.4 Maintenance Bond.

- .1** Before final payment and acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond to assure the quality of the materials and workmanship, and maintenance of all required improvements including the OWNER'S costs for collecting the guarantee of funds and administering the correction and/or replacement of covered improvements.
- .2** The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.
- .3** Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.

- .4 In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.
- .5 Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

- 6.1.1** CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 6.1.2** CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.
 - .1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
 - .2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.
 - .3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR

shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

6.2 Labor, Materials and Equipment:

- 6.2.1** CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.
- 6.2.2** Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.2.3** All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 6.2.4** Substitutes and "Approved Equal" Items:
- .1** Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:

- .1.1** "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.
 - .1.2** Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.
 - .2** Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.
 - .3** E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.
 - .4** CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.
 - .5** The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.
- 6.2.5** CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

6.3 Progress Schedule: Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

6.3.1 CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

6.3.2 Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

6.4 Concerning Subcontractors, Suppliers and Others:

6.4.1 Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

6.4.2 Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

6.4.3 CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than \$10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The

OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

- 6.4.4** CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.
- 6.4.5** CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.
- 6.4.6** The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.
- 6.4.7** CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.
- 6.4.8** To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

6.5 Patent Fees and Royalties:

- 6.5.1** CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.
- 6.5.2** CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.

6.5.4 OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

6.6 Permits, Fees: Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

6.7 Laws and Regulations:

6.7.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

6.7.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

6.7.3 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

6.7.4 This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

- .1** Prepare Storm Water Pollution Prevention Plan (SWPPP).

- .2 CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.
- .3 Posting of TCEQs "Construction Site Notice" near the main entrance of the work.
- .4 Inspection and Maintenance of all erosion/sedimentation controls.
- .5 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.
- .6 .Upon completion of the Work, provide TPDES records to OWNER."

6.8 Taxes:

- 6.8.1** CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.
- 6.8.2** OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.9 Use of Premises:

- 6.9.1** CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.**
- 6.9.2** During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials.

CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

6.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents: CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

6.11 Safety and Protection:

6.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- .1 all persons on the Work site or who may be affected by the Work;
- .2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- .3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties

and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

- 6.11.3** Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.
- 6.11.4** Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.
- 6.11.5** Emergencies:
 - .1** In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.

- .2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.
- .3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

6.12 Continuing the Work: CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

6.13 CONTRACTOR's General Warranty and Guarantee:

6.13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- .1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- .2 normal wear and tear under normal usage.

6.13.2 CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

- .1 observations by Owner's Representative and/or E/A;
- .2 recommendation of any progress or final payment by Owner's Representative;
- .3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- .4 use or occupancy of the Work or any part thereof by OWNER;
- .5 any acceptance by OWNER or any failure to do so;
- .6 any review of a Shop Drawing or sample submittal;
- .7 any inspection, test or approval by others; or

.8 any correction of defective Work by OWNER.

6.14 INDEMNIFICATION:

6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:

- .1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and**
- .2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.**

In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.

6.14.2 The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.14.3 The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners,

employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.

6.14.4 In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.

6.15 Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

6.16 Losses from Natural Causes: Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

6.17 Notice of Claim: Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.18 Liquidated Damages: CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

7.2 CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.

CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

- 7.3** If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.
- 7.4** OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.
- 7.5** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1** Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.
- 8.2** OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 8.3** OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.
- 8.4** Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation,

review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.

- 8.5** The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).
- 8.6 Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 E/A's Authority and Responsibilities:

- 9.1.1** The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.
- 9.1.2** E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 9.1.3** E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 9.1.4** If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- 9.1.5** The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

- 9.2 E/A assisting Owner's Representative:** E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.
- 9.3 Visits to Site:** If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.
- 9.4 Resident Project Representative:** If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.
- 9.5 Clarifications and Interpretations:** E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.
- 9.6 Rejecting Defective Work:** E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9.7 Shop Drawings:** Refer to Contract documents for E/A's authority concerning Shop Drawings.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes:

- 10.1.1** Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the

OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.

- 10.1.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.
- 10.1.3** CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.
- 10.1.4** Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.
- 10.1.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.2 Change Orders:

- 10.2.1** OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:
 - .1** a change in the Work;
 - .2** the amount of the adjustment in the Contract Amount, if any; and
 - .3** the extent of the adjustment in the Contract Time, if any.
- 10.2.2** An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

10.3 Change Directives:

- 10.3.1** Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be

used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

- 10.3.2** If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.
- 10.3.3** A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.
- 10.3.4** Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

10.4 Field Order:

- 10.4.1** Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.
- 10.4.2** If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

- 11.1** The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.
- 11.2** The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.
- 11.3** The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of

the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

11.4 Determination of Value of Work:

11.4.1 The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

- .1** by application of unit prices contained in the Contract Documents to the quantities of the items involved.
- .2** by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.
- .3** by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).
- .4** No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

11.4.2 Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

11.5 Cost of Work: If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

11.5.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

- 11.5.3** For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.
- 11.5.4** The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

11.6 Unit Price Work:

- 11.6.1** Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- 11.6.2** When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.
- 11.6.3** Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- 11.6.4** A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or \$50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.
- 11.6.5** OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:
- .1** the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or

- .2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 Working Day and Calendar Day Contracts:

- 12.1.1** The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.
- 12.1.2** When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.
- 12.1.3** When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.
- 12.1.4** OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:
 - .1 Changes ordered in the work which justify additional time.
 - .2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:

- a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.
 - b) If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.
 - c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).
 - d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).
 - e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).
- .3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.
- .4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

12.2 Calendar Day Contracts:

- 12.2.1** Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.
- 12.2.2** "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.
- 12.2.3** Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
May	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

- 12.2.4** CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

- 13.1 Notice of Defects:** Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.
- 13.2 Access to Work:** OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 Tests and Inspections:**
- 13.3.1** CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 13.3.2** OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:
- .1** for inspections, tests or approvals covered by paragraph 13.3.3 below;
 - .2** that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;
 - .3** for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
 - .4** as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.
- 13.3.3** If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

13.3.4 CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.4 Uncovering Work:

13.4.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

13.4.2 If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

13.5 OWNER May Stop the Work:

13.5.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

13.5.2 If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

13.6 Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.7 Warranty period:

13.7.1 If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective,

CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

- (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and
- (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

13.7.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

13.7.3 If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

13.7.4 The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

13.8 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

13.9 OWNER May Correct Defective Work: If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order

will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment:

- 14.1.1** No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 14.1.2** Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.
- 14.1.3** Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.
- 14.1.4** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.
- 14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive

payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.

14.1.6 Applications for Payment shall include the following documentation:

- .1 updated Progress Schedule;
- .2 monthly subcontractor report;
- .3 any other documentation required under the Supplemental General Conditions.

14.2 CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

14.3 Review of Applications for Progress Payment:

14.3.1 Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.3.2 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

- .1 the Work has progressed to the point indicated; and
- .2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

14.3.3 By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

- .1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;
- .2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;
- .3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or
- .4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.4 Decisions to Withhold Payment:

14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

- .1 defective Work not remedied;
 - .2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;
 - .3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
 - .5 damage to OWNER or another contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - .7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
 - .8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
 - .9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
 - .10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;
 - .11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
 - .12 failure of CONTRACTOR to submit monthly subcontractor reports;
 - .13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
 - .14 failure of CONTRACTOR to comply with any provision of the Contract Documents.
- 14.4.2** When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.
- 14.5 Payment Becomes Due:** Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- 14.6 Arrears:** No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.
- 14.7 Substantial Completion:**
- 14.7.1** When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is

substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

14.7.2 If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

14.7.3 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

14.8 Partial Utilization: Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

14.8.2 Such partial utilization is authorized by public authorities having jurisdiction over the Work.

14.9 Final Inspection: Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with

CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment: CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;

14.10.2 Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

14.10.3 Record documents (as provided in paragraph 6.10);

14.10.4 Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;

14.10.5 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;

14.10.6 Any other documentation called for in the Contract Documents.

14.11 Final Payment and Acceptance:

14.11.1 If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.

14.11.2 If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.

14.11.3 Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

14.11.4 The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:

- .1** CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and
- .2** CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

14.12 Waiver of Claims: The making and acceptance of final payment will constitute:

- 14.12.1** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work Without Cause: At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

15.2 OWNER May Terminate Without Cause: Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

- 15.2.1** for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 15.2.2** for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

- 15.2.3** other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

15.3 OWNER May Terminate With Cause:

15.3.1 Upon the occurrence of any one or more of the following events:

- .1** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;
- .2** if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
- .3** if CONTRACTOR disregards the authority of Owner's Representative;
- .4** if CONTRACTOR makes fraudulent statements;
- .5** if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6** if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

15.3.2 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

15.4 CONTRACTOR May Stop Work or Terminate: If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the

same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

- 15.5 Discretionary Notice to Cure:** In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.
- 15.6 Bankruptcy:** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.
- 15.7 Duty to Mitigate:** In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.
- 15.8 Responsibility during Demobilization:** While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Filing of Claims:

- 16.1.1** Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general

nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

- 16.1.2** Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

16.2 Alternative Dispute Resolution:

- 16.2.1** If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

- 16.2.2** Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2.3 Mediation:

- .1** If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.
- .2** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution

alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

16.4 RESERVED

ARTICLE 17 – MISCELLANEOUS

17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.

17.2 Extent of Agreement: This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

17.3 Cumulative Remedies: The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

17.4 Severability: If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

17.5 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent

contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if it is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

17.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

17.8 OWNER'S Right to Audit:

17.8.1 Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

17.8.2 CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

- 17.8.3** CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.
- 17.8.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.
- 17.8.5** CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.
- 17.9 Survival:** The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.
- 17.10 No Waiver:** The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.
- 17.11 Conditions Precedent to Right to Sue.** Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.
- 17.12 Waiver of Trial by Jury.** OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

End of Document

DIVISION E

TECHNICAL SPECIFICATIONS

All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition.

Where additional specification information and notes are provided on the schedule of quantities plan sheet that conflicts with the TxDOT specification the additional specification information and notes provided on the schedule of quantities plan sheet shall supersede.

In addition, the following TxDOT Special Specification shall be utilized for this project:

- SS 3076 Dense Graded Hot Mix Asphalt

Special Specification 3076

Dense-Graded Hot-Mix Asphalt



1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Payment adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 3076.4.9.4., "Exempt Production."

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program (AQMP)* ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials, unless otherwise shown on the plans. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement unless otherwise shown on the plans. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.1.2. **Micro-Deval Abrasion.** The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$$

where:

$Mg_{est.}$ = magnesium sulfate soundness loss

$MD_{act.}$ = actual Micro-Deval percent loss

$RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Soils and Aggregates Section of the Materials and Tests Division, and additional testing may be required before granting approval.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

2.1.3.

Fine Aggregate. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Unless otherwise shown on the plans, up to 10% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

**Table 1
Aggregate Quality Requirements**

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F , Part I	1.5
Decantation, %, Max	Tex-217-F , Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count, ² %, Min	Tex-460-A , Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Sand equivalent, %, Min	Tex-203-F	45

1. Used to estimate the magnesium sulfate soundness loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion."
2. Only applies to crushed gravel.

**Table 2
Gradation Requirements for Fine Aggregate**

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
- meets the gradation requirements in Table 3, unless otherwise shown on the plans.

**Table 3
Gradation Requirements for Mineral Filler**

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3.

Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4.

Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized tack coat materials listed on the Department's MPL are allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

- 2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

- 2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

 WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

 Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

- 2.6.3. **Compaction Aid.** Compaction Aid is defined as a chemical warm mix additive that is used to produce an asphalt mixture at a discharge temperature greater than 275°F.

 Compaction Aid is allowed for use on all projects and is required when shown on the plans.

- 2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Use of RAS is restricted to only intermediate and base mixes unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine the asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#), Part I. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

 Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:
 - **Surface.** The final HMA lift placed at the top of the pavement structure or placed directly below mixtures produced in accordance with Items 316, 342, 347, or 348;
 - **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
 - **Base.** Mixtures placed greater than 8.0 in. from the riding surface. Unless otherwise shown on the plans, mixtures used for bond breaker are defined as base mixtures.

- 2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Fractionated RAP is defined as a stockpile that contains RAP material with a minimum of 95.0% passing the 3/8-in. or 1/2-in. sieve, before burning in the ignition oven, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP¹

Maximum Allowable Fractionated RAP (%)		
Surface	Intermediate	Base
15.0	25.0	30.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.

2.7.2.

RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is not permitted in surface mixtures unless otherwise shown on the plans. RAS may be used in intermediate and base mixtures unless otherwise shown on the plans. Up to 3% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 3.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

Substitute Binders. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if using recycled materials, and if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., “Performance-Graded Binders;” and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

**Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios**

Originally Specified PG Binder	Allowable Substitute PG Binder for Surface Mixes	Allowable Substitute PG Binder for Intermediate and Base Mixes	Maximum Ratio of Recycled Binder ¹ to Total Binder (%)		
			Surface	Intermediate	Base
76-22 ^{4,5}	70-22	70-22	10.0	20.0	25.0
70-22 ^{2,5}	N/A	64-22	10.0	20.0	25.0
64-22 ^{2,3}	N/A	N/A	10.0	20.0	25.0
76-28 ^{4,5}	70-28	70-28	10.0	20.0	25.0
70-28 ^{2,5}	N/A	64-28	10.0	20.0	25.0
64-28 ^{2,3}	N/A	N/A	10.0	20.0	25.0

1. Combined recycled binder from RAP and RAS. RAS is not permitted in surface mixtures unless otherwise shown on the plans.
2. Binder substitution is not allowed for surface mixtures.
3. Binder substitution is not allowed for intermediate and base mixtures.
4. Use no more than 10.0% recycled binder in surface mixtures when using this originally specified PG binder.
5. Use no more than 20.0% recycled binder when using this originally specified PG binder for intermediate mixtures. Use no more than 25.0% recycled binder when using this originally specified PG binder for base mixtures.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, “Equipment for Asphalt Concrete Pavement.”

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, “Control of the Work.” Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

- 4.1. **Certification.** Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist. Provide Level 1A certified specialists at the plant during production operations. Provide Level 1B certified specialists to conduct placement tests. Provide AGG101 certified specialists for aggregate testing.

**Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels**

Test Description	Test Method	Contractor	Engineer	Level ¹
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A/AGG101
Dry sieve	Tex-200-F , Part I	✓	✓	1A/AGG101
Washed sieve	Tex-200-F , Part II	✓	✓	1A/AGG101
Deleterious material	Tex-217-F , Parts I & III	✓	✓	AGG101
Decantation	Tex-217-F , Part II	✓	✓	AGG101
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Crushed face count	Tex-460-A	✓	✓	AGG101
Flat and elongated particles	Tex-280-F	✓	✓	AGG101
Linear shrinkage	Tex-107-E	✓	✓	AGG101
Sand equivalent	Tex-203-F	✓	✓	AGG101
Organic impurities	Tex-408-A	✓	✓	AGG101
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C , Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C , Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F , Parts I & VI	✓	✓	1A
Rice gravity	Tex-227-F , Part II	✓	✓	1A
Ignition oven correction factors ²	Tex-236-F , Part II	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	1A
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Selecting production random numbers	Tex-225-F , Part I		✓	1A
Mixture sampling	Tex-222-F	✓	✓	1A/1B
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F , Parts I & VI	✓	✓	1A
Rice gravity	Tex-227-F , Part II	✓	✓	1A
Gradation & asphalt binder content ²	Tex-236-F , Part I	✓	✓	1A
Control charts	Tex-233-F	✓	✓	1A
Moisture content	Tex-212-F , Part II	✓	✓	1A/AGG101
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Boil test	Tex-530-C	✓	✓	1A
Abson recovery	Tex-211-F		✓	TxDOT
5. Placement Testing				
Selecting placement random numbers	Tex-225-F , Part II		✓	1B
Trimming roadway cores	Tex-251-F , Parts I & II	✓	✓	1A/1B
In-place air voids	Tex-207-F , Parts I & VI	✓	✓	1A
In-place density (nuclear method)	Tex-207-F , Part III	✓		1B
Establish rolling pattern	Tex-207-F , Part IV	✓		1B
Control charts	Tex-233-F	✓	✓	1A
Ride quality measurement	Tex-1001-S	✓	✓	Note 3
Segregation (density profile)	Tex-207-F , Part V	✓	✓	1B
Longitudinal joint density	Tex-207-F , Part VII	✓	✓	1B
Thermal profile	Tex-244-F	✓	✓	1B
Shear Bond Strength Test	Tex-249-F		✓	TxDOT

- Level 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
- Refer to Section 3076.4.9.2.3., "Production Testing," for exceptions to using an ignition oven.
- Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2.

Reporting and Responsibilities. Use Department-provided templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment adjustment less than 1.000, or that fails to meet the specification requirements. Record and electronically submit all test results and pertinent information on Department-provided templates.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., “Conformity with Plans, Specifications, and Special Provisions.”

**Table 7
Reporting Schedule**

Description	Reported By	Reported To	To Be Reported Within
Production Quality Control			
Gradation ¹	Contractor	Engineer	1 working day of completion of the subplot
Asphalt binder content ¹			
Laboratory-molded density ²			
Moisture content ³			
Boil test ³			
Production Quality Assurance			
Gradation ³	Engineer	Contractor	1 working day of completion of the subplot
Asphalt binder content ³			
Laboratory-molded density ¹			
Hamburg Wheel test ⁴			
Boil test ³			
Binder tests ⁴			
Placement Quality Control			
In-place air voids ²	Contractor	Engineer	1 working day of completion of the lot
Segregation ¹			
Longitudinal joint density ¹			
Thermal profile ¹			
Placement Quality Assurance			
In-place air voids ¹	Engineer	Contractor	1 working day after receiving the trimmed cores ⁵
Segregation ³			1 working day of completion of the lot
Longitudinal joint density ³			
Thermal profile ³			
Aging ratio ⁴			
Payment adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every subplot.
2. Optional test. When performed on split samples, report the results as soon as they become available.
3. To be performed at the frequency specified in Table 16 or as shown on the plans.
4. To be reported as soon as the results become available.
5. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided template to calculate all payment adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the payment adjustment summary documentation for the lot.

Use the procedures described in [Tex-233-F](#) to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each subplot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

4.3. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

4.3.1. **Project Personnel.** For project personnel, include:

- a list of individuals responsible for QC with authority to take corrective action;
- current contact information for each individual listed; and
- current copies of certification documents for individuals performing specified QC functions.

4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:

- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
- aggregate stockpiling procedures to avoid contamination and segregation;
- frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
- procedure for monitoring the quality and variability of asphalt binder.

4.3.3. **Production.** For production, include:

- loader operation procedures to avoid contamination in cold bins;
- procedures for calibrating and controlling cold feeds;
- procedures to eliminate debris or oversized material;
- procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistripping, WMA);
- procedures for reporting job control test results; and
- procedures to avoid segregation and drain-down in the silo.

4.3.4. **Loading and Transporting.** For loading and transporting, include:

- type and application method for release agents; and
- truck loading procedures to avoid segregation.

4.3.5. **Placement and Compaction.** For placement and compaction, include:

- proposed agenda for mandatory pre-paving meeting, including date and location;
- proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
- type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
- procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
- process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
- paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
- procedures to construct quality longitudinal and transverse joints.

4.4. **Mixture Design.**

4.4.1. **Design Requirements.** The Contractor will design the mixture using a Superpave Gyrotory Compactor (SGC). A Texas Gyrotory Compactor (TGC) may be used when shown on the plans. Use the dense-graded design procedure provided in [Tex-204-F](#). Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.4.1.1. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to at least 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

**Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements**

Sieve Size	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	–	–	–	–
1-1/2"	100.0 ¹	–	–	–
1"	98.0–100.0	100.0 ¹	–	–
3/4"	84.0–98.0	95.0–100.0	100.0 ¹	–
1/2"	–	–	98.0–100.0	100.0 ¹
3/8"	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum				
–	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum				
–	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

**Table 9
Laboratory Mixture Design Properties**

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (SGC)	Tex-207-F	96.0
Design gyrations (N _{design} for SGC)	Tex-241-F	50 ¹
Indirect tensile strength (dry), psi	Tex-226-F	85–200 ²
Boil test ³	Tex-530-C	–

- Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
- The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
- Used to establish baseline for comparison to production results. May be waived when approved.

**Table 10
Hamburg Wheel Test Requirements**

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm ¹ Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000 ²
PG 70		15,000 ³
PG 76 or higher		20,000

- When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the N_{design} level (SGC) to at least 35 gyrations.
- May be decreased to at least 5,000 passes when shown on the plans.
- May be decreased to at least 10,000 passes when shown on the plans.

4.4.1.2. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor’s discretion or when shown on the plans or specification.

4.4.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or N_{design} level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than 2 trial batches per design are required.

4.4.2.1. **Contractor’s Responsibilities.**

4.4.2.1.1. **Providing Gyrotory Compactor.** Use a SGC calibrated in accordance with [Tex-241-F](#) to design the mixture in accordance with [Tex-204-F](#), Part IV, for molding production samples. Locate the SGC, if used, at the Engineer’s field laboratory and make the SGC available to the Engineer for use in molding production samples. Furnish a TGC calibrated in accordance with [Tex-914-K](#) when shown on the plans to design the mixture in accordance with [Tex-204-F](#), Part I, for molding production samples.

4.4.2.1.2. **Gyrotory Compactor Correlation Factors.** Use [Tex-206-F](#), Part II, to perform a gyrotory compactor correlation when the Engineer uses a different gyrotory compactor. Apply the correlation factor to all subsequent production test results.

4.4.2.1.3. **Submitting JMF1.** Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.

- 4.4.2.1.4. **Supplying Aggregates.** Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.
- 4.4.2.1.5. **Supplying Asphalt.** Provide at least 1 gal. of the asphalt material and enough quantities of any additives proposed for use.
- 4.4.2.1.6. **Ignition Oven Correction Factors.** Determine the aggregate and asphalt correction factors from the ignition oven in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.
- 4.4.2.1.7. **Boil Test.** Perform the test and retain the tested sample from [Tex-530-C](#) until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.
- 4.4.2.1.8. **Trial Batch Production.** Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.
- 4.4.2.1.9. **Trial Batch Production Equipment.** Use only equipment and materials proposed for use on the project to produce the trial batch.
- 4.4.2.1.10. **Trial Batch Quantity.** Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.
- 4.4.2.1.11. **Number of Trial Batches.** Produce trial batches as necessary to obtain a mixture that meets the specification requirements.
- 4.4.2.1.12. **Trial Batch Sampling.** Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with [Tex-222-F](#). Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.
- 4.4.2.1.13. **Trial Batch Testing.** Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel requirement in Table 10. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.
- 4.4.2.1.14. **Development of JMF2.** Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.
- 4.4.2.1.15. **Mixture Production.** Use JMF2 to produce Lot 1 as described in Section 3076.4.9.3.1.1., "Lot 1 Placement," after receiving approval for JMF2 and a passing result from the Department's or a Department-approved

laboratory’s Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor’s risk without receiving the results from the Department’s Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor’s expense.

4.4.2.1.16. **Development of JMF3.** Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.2.1.17. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

4.4.2.1.18. **Requesting Referee Testing.** Use referee testing, if needed, in accordance with Section 3076.4.9.1., “Referee Testing,” to resolve testing differences with the Engineer.

**Table 11
Operational Tolerances**

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer ¹
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0 ^{2,3}	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 ^{2,3}	±3.0
% passing the #200 sieve			±2.0 ^{2,3}	±1.6
Asphalt binder content, %	Tex-236-F	±0.5	±0.3 ³	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, min	Tex-204-F	Note ⁴	Note ⁴	N/A
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	N/A	±0.020

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

4.4.2.2. **Engineer’s Responsibilities.**

4.4.2.2.1. **Gyratory Compactor.** For SGC mixtures designed in accordance with [Tex-204-F](#), Part IV, the Engineer will use a Department SGC, calibrated in accordance with [Tex-241-F](#), to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

For TGC mixtures designed in accordance with [Tex-204-F](#), Part I, the Engineer will use a Department TGC, calibrated in accordance with [Tex-914-K](#), to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch.** The Engineer will review and verify conformance of the following information within 2 working days of receipt:

- the Contractor’s mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;
- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor’s mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 3076.2.1.1.2., “Micro-Deval Abrasion.” If the Engineer’s test results are pending after two working days, conditional approval of JMF1 will still be granted within two working days of receiving JMF1. When the Engineer’s test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

4.4.2.2.4. **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old.

4.4.2.2.5. **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- [Tex-226-F](#), to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- [Tex-530-C](#), to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer’s results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2.** The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production.** The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department’s or a Department-approved laboratory’s Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department’s or Department-approved laboratory’s sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor’s expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes.** JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, “Asphalts, Oils, and Emulsions,” or outside the manufacturer’s recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, “Equipment for Asphalt Concrete Pavement,” unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed the maximum production temperatures listed in Table 12 (or 275°F for WMA). The Department will not pay for or allow placement of any mixture produced above the maximum production temperatures listed in Table 12.

**Table 12
Maximum Production Temperature**

High-Temperature Binder Grade ¹	Maximum Production Temperature
PG 64	325°F
PG 70	335°F
PG 76	345°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor’s corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with

[Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

- 4.6. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department’s MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 3076.4.7.3.3., “Hauling Equipment.” Use other hauling equipment only when allowed.

- 4.7. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department’s copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines and are not placed in the wheel path, or as directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 13 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 13
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.7.1. **Weather Conditions.**

- 4.7.1.1. **When Using a Thermal Imaging System.** Place mixture when the roadway surface is dry and the roadway surface temperature is at or above the temperatures listed in Table 14A. The Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 3076.4.7.3.1.2., “Thermal Imaging System.”

Table 14A
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	35	40
PG 70	45 ²	50 ²
PG 76	45 ²	50 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture or when using WMA.

4.7.1.2.

When Not Using a Thermal Imaging System. When using a thermal camera instead of the thermal imaging system, place mixture when the roadway surface temperature is at or above the temperatures listed in Table 14B unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

Table 14B
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	45	50
PG 70	55 ²	60 ²
PG 76	60 ²	60 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture, when using WMA, or utilizing a paving process with equipment that eliminates thermal segregation. In such cases, for each sublot and in the presence of the Engineer, use a hand-held thermal camera operated in accordance with [Tex-244-F](#) to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

4.7.2.

Tack Coat.

4.7.2.1.

Application. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply the tack coat to all surfaces that will come in contact with the subsequent HMA placement, unless otherwise directed. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

4.7.2.2.

Sampling. The Engineer will obtain at least one sample of the tack coat binder per project in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will notify the Contractor when the sampling will occur and will witness the collection of the sample from the asphalt distributor immediately before use.

For emulsions, the Engineer may test as often as necessary to ensure the residual of the emulsion is greater than or equal to the specification requirement in Item 300, "Asphalts, Oils, and Emulsions."

4.7.3. **Lay-Down Operations.** Use the placement temperatures in Table 15 to establish the minimum placement temperature of the mixture delivered to the paver.

Table 15
Minimum Mixture Placement Temperature

High-Temperature Binder Grade ¹	Minimum Placement Temperature (Before Entering Paver) ^{2,3}
PG 64	260°F
PG 70	270°F
PG 76	280°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Minimum placement temperatures may be reduced 10°F if using a chemical WMA additive as a compaction aid.
3. When using WMA, the minimum placement temperature is 215°F.

4.7.3.1. **Thermal Profile.** Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with [Tex-244-F](#). Thermal profiles are not applicable in areas described in Section 3076.4.9.3.1.4., “Miscellaneous Areas.”

4.7.3.1.1. **Thermal Segregation.**

4.7.3.1.1.1. **Moderate.** Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as moderate thermal segregation.

4.7.3.1.1.2. **Severe.** Any areas that have a temperature differential greater than 50°F are deemed as severe thermal segregation.

4.7.3.1.2. **Thermal Imaging System.** Review the output results when a thermal imaging system is used, and provide the automated report described in [Tex-244-F](#) to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots daily or upon completion of the project or as requested by the Engineer.

4.7.3.1.3. **Thermal Camera.** When using a thermal camera instead of the thermal imaging system, take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Provide the Engineer with the thermal profile of every subplot within one working day of the completion of each lot. When requested by the Engineer, provide the thermal images generated using the thermal camera. Report the results of each thermal profile in accordance with Section 3076.4.2., “Reporting and Responsibilities.” The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

4.7.3.2. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.7.3.3. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.

4.7.3.4. **Screed Heaters.** Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 3076.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.

4.8. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.9%. Areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. **Acceptance Plan.** Payment adjustments for the material will be in accordance with Article 3076.6., "Payment."

Sample and test the hot-mix on a lot and subplot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in payment factors of at least 1.000, if the production payment factor given in Section 3076.6.1., "Production Payment Adjustment Factors," for two consecutive lots or the placement pay factor given in Section 3076.6.2., "Placement Payment Adjustment Factors," for two consecutive lots is below 1.000.

4.9.1. **Referee Testing.** The Materials and Tests Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within five working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the subplot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to

be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than three referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Materials and Tests Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish payment adjustment factors for the subplot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement payment adjustment factor for any subplot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 3076.6.2.2., "Placement Sublots Subject to Removal and Replacement."

4.9.2. **Production Acceptance.**

4.9.2.1. **Production Lot.** A production lot consists of four equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately three to four sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 to confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

4.9.2.1.1. **Incomplete Production Lots.** If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 3076.6.1., "Production Payment Adjustment Factors." Close all lots within five working days unless otherwise allowed.

4.9.2.2. **Production Sampling.**

4.9.2.2.1. **Mixture Sampling.** Obtain hot-mix samples from trucks at the plant in accordance with [Tex-222-F](#). The sampler will split each sample into three equal portions in accordance with [Tex-200-F](#) and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

4.9.2.2.1.1. **Random Sample.** At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with [Tex-225-F](#). Take one sample for each subplot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.

4.9.2.2.1.2. **Blind Sample.** For one subplot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with [Tex-225-F](#) for any subplot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

4.9.2.2.2. **Informational Shear Bond Strength Testing.** Select one random subplot from Lot 2 or higher for shear bond strength testing. Obtain full depth cores in accordance with [Tex-249-F](#). Label the cores with the Control Section Job (CSJ), producer of the tack coat, mix type, shot rate, lot, and subplot number and provide to the

Engineer. The Engineer will ship the cores to the Materials and Tests Division or district laboratory for shear bond strength testing. Results from these tests will not be used for specification compliance.

- 4.9.2.2.3. **Asphalt Binder Sampling.** Obtain a 1-qt. sample of the asphalt binder witnessed by the Engineer for each lot of mixture produced. The Contractor will notify the Engineer when the sampling will occur. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill and upstream from the introduction of any additives in accordance with [Tex-500-C](#), Part II. Label the can with the corresponding lot and subplot numbers, producer, producer facility location, grade, district, date sampled, and project information including highway and CSJ. The Engineer will retain these samples for one year. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample and upon request of the Contractor, the Engineer will split a sample of the asphalt binder with the Contractor.

At least once per project, the Engineer will collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD to verify compliance with Item 300, "Asphalts, Oils, and Emulsions" and will retain the other split sample for one year.

- 4.9.2.3. **Production Testing.** The Contractor and Engineer must perform production tests in accordance with Table 16. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 97.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#), Part I does not yield reliable results. Provide evidence that results from [Tex-236-F](#), Part I are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

**Table 16
Production and Placement Testing Frequency**

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	1 per subplot	1 per 12 sublots ¹
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	Tex-207-F	N/A	1 per subplot ¹
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	Tex-204-F	1 per subplot	1 per project
Segregation (density profile) ²	Tex-207-F , Part V		
Longitudinal joint density	Tex-207-F , Part VII	When directed	1 per project
Moisture content	Tex-212-F , Part II		
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	1 per subplot ¹
Asphalt binder content	Tex-236-F	1 per subplot	1 per lot ¹
Hamburg Wheel test	Tex-242-F	N/A	1 per project
Recycled Asphalt Shingles (RAS) ³	Tex-217-F , Part III	N/A	
Thermal profile ²	Tex-244-F	1 per subplot	
Asphalt binder sampling and testing	Tex-500-C , Part II	1 per lot (sample only) ⁴	
Tack coat sampling and testing	Tex-500-C , Part III	N/A	
Boil test ⁵	Tex-530-C	1 per lot	
Shear Bond Strength Test ⁶	Tex-249-F	1 per project (sample only)	

1. For production defined in Section 3076.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
2. Not required when a thermal imaging system is used.
3. Testing performed by the Materials and Tests Division or designated laboratory.
4. Obtain witnessed by the Engineer. The Engineer will retain these samples for one year.
5. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
6. Testing performed by the Materials and Tests Division or District for informational purposes only.

4.9.2.4. **Operational Tolerances.** Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation.** Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A subplot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances in Table 11 for three consecutive sublots on the same sieve or four consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content.** A subplot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any subplot.

4.9.2.4.3. **Voids in Mineral Aggregates (VMA).** The Engineer will determine the VMA for every subplot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any subplot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on two consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that does not

meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment.

4.9.2.4.4. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Materials and Tests Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.9.2.5. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance.**

4.9.3.1. **Placement Lot.** A placement lot consists of four placement sublots. A placement subplot consists of the area placed during a production subplot.

4.9.3.1.1. **Lot 1 Placement.** Placement payment adjustments greater than 1.000 for Lot 1 will be in accordance with Section 3076.6.2., "Placement Payment Adjustment Factors"; however, no placement adjustment less than 1.000 will be assessed for any subplot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any subplot with in-place air voids less than 2.7% or greater than 9.9%.

4.9.3.1.2. **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 3076.4.9.2.1.1., "Incomplete Production Lots," excluding areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production subplot.

4.9.3.1.3. **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and payment adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

4.9.3.1.4. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 13. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of

pavement unless another rate is shown on the plans. When "level up" is listed as part of the item bid description code, a payment adjustment factor of 1.000 will be assigned for all placement sublots as described in Article 3076.6, "Payment." Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 3076.4.8., "Compaction." Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

4.9.3.2.

Placement Sampling. The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the subplot is completed. Mark the roadway location at the completion of each subplot and record the station number. Determine one random sample location for each placement subplot in accordance with [Tex-225-F](#). Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the subplot and a 1.000 pay factor will be assigned to that subplot.

Provide the equipment and means to obtain and trim roadway cores on site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement subplot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement subplot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-251-F](#) if the core heights meet the minimum untrimmed value listed in Table 13. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and subplot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after witnessing the trimming of the cores and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that subplot if the core height before trimming is less than the minimum untrimmed value shown in Table 13. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the subplot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores

immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing.** Perform placement tests in accordance with Table 16. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer’s test results for in-place air voids. The allowable differences between the Contractor’s and Engineer’s test results are listed in Table 11.

4.9.3.3.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Before drying to a constant weight, cores may be pre-dried using a CoreDry or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core to determine the placement payment adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile).** Test for segregation using density profiles in accordance with [Tex-207-F](#), Part V when using a thermal camera instead of the thermal imaging system. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 3076.4.9.3.1.4., “Miscellaneous Areas.”

Perform a minimum of one density profile per subplot. Perform additional density profiles when any of the following conditions occur, unless otherwise approved:

- the paver stops due to lack of material being delivered to the paving operations and the temperature of the uncompacted mat before the initial break down rolling is less than the temperatures shown in Table 17;
- areas that are identified by either the Contractor or the Engineer with thermal segregation,;
- any visibly segregated areas that exist.

Table 17
Minimum Uncompacted Mat Temperature Requiring a Segregation Profile

High-Temperature Binder Grade ¹	Minimum Temperature of the Uncompacted Mat Allowed Before Initial Break Down Rolling ^{2,3,4}
PG 64	<250°F
PG 70	<260°F
PG 76	<270°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Segregation profiles are required in areas with moderate and severe thermal segregation as described in Section 3076.4.7.3.1.3.
3. Minimum uncompacted mat temperature requiring a segregation profile may be reduced 10°F if using a chemical WMA additive as a compaction aid.
4. When using WMA, the minimum uncompacted mat temperature requiring a segregation profile is 215°F.

Provide the Engineer with the density profile of every subplot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 3076.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 18. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 3076.4.9.3.3.5., "Irregularities." The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if 2 consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

Table 18
Segregation (Density Profile) Acceptance Criteria

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
Type B	8.0 pcf	5.0 pcf
Type C, Type D & Type F	6.0 pcf	3.0 pcf

4.9.3.3.3. **Longitudinal Joint Density.**

4.9.3.3.3.1. **Informational Tests.** Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations, at least once per subplot, unless otherwise directed.

4.9.3.3.3.2. **Record Tests.** Perform a joint density evaluation for each subplot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with [Tex-207-F](#), Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Provide the Engineer with the joint density of every subplot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 3076.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on two consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR).** The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Materials and Tests Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with [Tex-211-F](#).

4.9.3.3.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities. The Engineer may also require the Contractor to remove and replace (at the Contractor's expense) areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production.** The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 500 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, except for coring operations when required by the Engineer. The production and placement pay factors are 1.000 if the specification requirements listed below are met, all other specification requirements are met, and the Engineer performs acceptance tests for production and placement listed in Table 16 when 100 tons or more per day are produced.

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within $\pm 1.0\%$ of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 3076.4.8., "Compaction;" and
- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

- 5.1. **Dense Graded Hot-Mix Asphalt.** Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."
- 5.2. **Tack Coat.** Tack coat will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All tack, including emulsions, will be measured by the gallon applied.

The Engineer may allow the use of a metering device to determine asphalt volume used and application rate if the device is accurate within 1.5% of the strapped volume.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 3076.5.1, "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under Article 3076.5.2, "Measurement," will be paid for at the unit bid price for "Tack Coat" of the tack coat provided. These prices are full compensation for materials, placement, equipment, labor, tools, and incidentals. Payment adjustments will be applied as determined in this Item; however, a payment adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A payment adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code, and all testing requirements are met.

Payment for each subplot, including applicable payment adjustments greater than 1.000, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 3076.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in [Tex-244-F](#) are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

- 6.1. **Production Payment Adjustment Factors.** The production payment adjustment factor is based on the laboratory-molded density using the Engineer's test results. The bulk specific gravities of the samples from each subplot will be divided by the Engineer's maximum theoretical specific gravity for the subplot. The individual sample densities for the subplot will be averaged to determine the production payment adjustment factor in accordance with Table 19 for each subplot, using the deviation from the target laboratory-molded density defined in Table 9. The production payment adjustment factor for completed lots will be the average of the payment adjustment factors for the four sublots sampled within that lot.

**Table 19
Production Payment Adjustment Factors for Laboratory-Molded Density¹**

Absolute Deviation from Target Laboratory-Molded Density	Production Payment Adjustment Factor (Target Laboratory-Molded Density)
0.0	1.050
0.1	1.050
0.2	1.050
0.3	1.044
0.4	1.038
0.5	1.031
0.6	1.025
0.7	1.019
0.8	1.013
0.9	1.006
1.0	1.000
1.1	0.965
1.2	0.930
1.3	0.895
1.4	0.860
1.5	0.825
1.6	0.790
1.7	0.755
1.8	0.720
> 1.8	Remove and replace

1. If the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

6.1.1. **Payment for Incomplete Production Lots.** Production payment adjustments for incomplete lots, described under Section 3076.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production payment factors from all sublots sampled.

A production payment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples within the first subplot.

6.1.2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any subplot results in a "remove and replace" condition as listed in Table 19, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.2. **Placement Payment Adjustment Factors.** The placement payment adjustment factor is based on in-place air voids using the Engineer's test results. The bulk specific gravities of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the placement payment adjustment factor in accordance with Table 20 for each subplot that requires in-place air void measurement. A placement payment adjustment factor of 1.000 will be assigned to the entire subplot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement payment adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." The placement payment adjustment factor for completed lots will be the average of the placement payment adjustment factors for up to four sublots within that lot.

Table 20
Placement Payment Adjustment Factors for In-Place Air Voids

In-Place Air Voids	Placement Pay Adjustment Factor	In-Place Air Voids	Placement Pay Adjustment Factor
< 2.7	Remove and Replace	6.4	1.042
2.7	0.710	6.5	1.040
2.8	0.740	6.6	1.038
2.9	0.770	6.7	1.036
3.0	0.800	6.8	1.034
3.1	0.830	6.9	1.032
3.2	0.860	7.0	1.030
3.3	0.890	7.1	1.028
3.4	0.920	7.2	1.026
3.5	0.950	7.3	1.024
3.6	0.980	7.4	1.022
3.7	0.998	7.5	1.020
3.8	1.002	7.6	1.018
3.9	1.006	7.7	1.016
4.0	1.010	7.8	1.014
4.1	1.014	7.9	1.012
4.2	1.018	8.0	1.010
4.3	1.022	8.1	1.008
4.4	1.026	8.2	1.006
4.5	1.030	8.3	1.004
4.6	1.034	8.4	1.002
4.7	1.038	8.5	1.000
4.8	1.042	8.6	0.998
4.9	1.046	8.7	0.996
5.0	1.050	8.8	0.994
5.1	1.050	8.9	0.992
5.2	1.050	9.0	0.990
5.3	1.050	9.1	0.960
5.4	1.050	9.2	0.930
5.5	1.050	9.3	0.900
5.6	1.050	9.4	0.870
5.7	1.050	9.5	0.840
5.8	1.050	9.6	0.810
5.9	1.050	9.7	0.780
6.0	1.050	9.8	0.750
6.1	1.048	9.9	0.720
6.2	1.046	> 9.9	Remove and Replace
6.3	1.044		

6.2.1.

Payment for Incomplete Placement Lots. Payment adjustments for incomplete placement lots described under Section 3076.4.9.3.1.2., “Incomplete Placement Lots,” will be calculated using the average of the placement payment factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination.

If the random sampling plan results in production samples, but not in placement samples, the random core location and placement adjustment factor for the subplot will be determined by applying the placement random number to the length of the subplot placed.

If the random sampling plan results in placement samples, but not in production samples, no placement adjustment factor will apply for that subplot placed.

A placement payment adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any production samples.

6.2.2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement payment adjustment factor for any subplot results in a “remove and replace” condition as listed in Table 20, the Engineer will choose the location of two cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Materials and Tests Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt.

The bulk specific gravity of the cores from each subplot will be divided by the Engineer’s average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the new payment adjustment factor of the subplot in question. If the new payment adjustment factor is 0.700 or greater, the new payment adjustment factor will apply to that subplot. If the new payment adjustment factor is less than 0.700, no payment will be made for the subplot. Remove and replace the failing subplot, or the Engineer may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., “Acceptance of Defective or Unauthorized Work.” Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.3. **Total Adjusted Pay Calculation.** Total adjusted pay (TAP) will be based on the applicable payment adjustment factors for production and placement for each lot.

$$TAP = (A+B)/2$$

where:

A = Bid price × production lot quantity × average payment adjustment factor for the production lot

B = Bid price × placement lot quantity × average payment adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

Production lot quantity = Quantity actually placed - quantity left in place without payment

Placement lot quantity = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

ADDENDUM NO. 1

Project: **MAINT 2023-0001 – SPORTSPLEX DR**

Owner: **City of Dripping Springs, Texas**

Engineer: **Chad Gilpin, P.E. – City Engineer**

Date: **May 12th, 2023**

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

1. Contractor Questions

1. *Question:* Is there a Geotech report available or any information on whats already existing?
Response: A Geotech report is not available for this project. The existing pavement section noted in the original project's as-built plans is 2" HMAC & 11.5" Base.

2. *Question:* In the notes related to pay Item it states "Where Hays Co Spec for Roadway Design & Paving are in Conflict with TXDOT Spec Listed above Hays Co Spec shall supersede." I just want to clarify that we will have to use the Hays Co. TY D 64-22 Super Pave(Current Hays Co Subdivision Spec) in place of the TY D 70-22 TXDOT? This mix is roughly \$20/ton more expensive than the TY D 70-22. I would also like to make sure the other bidders are aware of this since the Hays Co spec seems to change every year.
Response: HMAC shall be per TxDOT ITEM 3076 TY D 70-22.

3. *Question:* TXDOT Spec for the Minimum Thickness of TY B is 2.5" due to the Size of Aggregate in the mix, this is calling for 2" on Base Bid & Add Alt 1.
Response: HMAC TY B has been removed from the plans and bid form. Please see attached revised bid documents.

4. *Question:* Bid Form Item 2 Flexible Pavement Repair 4" – is this just the demo item? As the TY B is called out on item 21. Typically the flexible item includes the HMAC.
Response: All asphalt placement is paid for by Item 3076.
For base bid work: Item 351 – Flexible Pavement Structure Repair shall include: sawcutting, removal of existing material, reshaping, preparing and compacting existing base material for areas identified as pavement repair in the plans.
For Add Alt 1 work: Item 351 – Flexible Pavement Structure Repair shall include: Reshaping, preparing and compacting existing base material for the entire roadway shown in the plans.
Removal of existing asphalt and base material is paid for by item 0354 for Add Alt 1 work.

5. *Question:* Can we add a Traffic Control Item to each Variation/Alternate? as switching from base work to all mill and pave will change the duration of the project

Response: Yes. Traffic Control item is now included with each Add Alternate option in the plans quantity summary and the bid form.

2. Contract Documents and Specifications:

Section B-1 BID FORM

REPLACE – Bid form in its entirety with the bid form attached to this addendum.

3. Construction Plan Revisions

Sheet 1 of 18 – COVER SHEET

UPDATE - Seal Dates and note Addendum 01 in Revision Block.

Sheet 3 of 18 – SCHEDULE OF QUANTITIES

REPLACE – Sheet with the attached version.


Sheet 7 of 18 – PAVING DETAILS

REPLACE – Sheet with the attached version.

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revisions By:


Chad Gilpin, PE
City Engineer



5-12-2023

BIDDER will complete the Work for the following prices:

BASE BID

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	0310 6001	PRIME COAT (MULTI OPTION) for _____ dollars and _____ cents PER GALLON	GAL	1,743	\$ _____	\$ _____
2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4") for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ _____	\$ _____
3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ _____	\$ _____
4	0500 6001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ _____	\$ _____
5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (BASE BID) for _____ dollars and _____ cents PER MONTH	MO	1	\$ _____	\$ _____
6	0644 6060	IN SM RD SN SUP&AM TWT(1)WS(P) for _____ dollars and _____ cents PER EACH	EA	9	\$ _____	\$ _____
7	0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	314	\$ _____	\$ _____
8	0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	230	\$ _____	\$ _____
9	0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL) for _____ dollars and _____ cents PER EACH	EA	6	\$ _____	\$ _____
10	0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL) for _____ dollars and _____ cents PER EACH	EA	9	\$ _____	\$ _____
11	0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	4,947	\$ _____	\$ _____
12	0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	451	\$ _____	\$ _____

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
13	0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	123	\$ _____	\$ _____
14	0666 6178	REFL PAV MRK TY II (W)8"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	30	\$ _____	\$ _____
15	0666 6182	REFL PAV MRK TY II (W)24"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ _____	\$ _____
16	0666 6192	REFL PAV MRK TY II (W)(WORD) for _____ dollars and _____ cents PER EACH	EA	1	\$ _____	\$ _____
17	0666 6207	REFL PAV MRK TY II (Y)4"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	62	\$ _____	\$ _____
18	0672 6007	REFL PAV MRKR TY I-C for _____ dollars and _____ cents PER EACH	EA	16	\$ _____	\$ _____
19	0672 6009	REFL PAV MRKR TY II-A-A for _____ dollars and _____ cents PER EACH	EA	105	\$ _____	\$ _____
20	0677 6007	ELIM EXT PAV MRK & MRKS (24") for _____ dollars and _____ cents PER LINEAR FOOT	LF	126	\$ _____	\$ _____
21	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	5,967	\$ _____	\$ _____
22	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	2,745	\$ _____	\$ _____

(1)		TOTAL BASE BID (BID ITEMS 1-22) for _____ dollars and _____ cents			\$ _____	\$ _____
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ADD ALTERNATE #1

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-1	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")* for _____ dollars and _____ cents PER SQUARE YARD	SY	-2,745	\$ _____	\$ _____
A1-2	0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")** for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ _____	\$ _____
A1-3	0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2") for _____ dollars and _____ cents PER SQUARE YARD	SY	-5,967	\$ _____	\$ _____
A1-4	0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4") for _____ dollars and _____ cents PER SQUARE YARD	SY	8,712	\$ _____	\$ _____
A1-5	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (BASE BID) for _____ dollars and _____ cents PER MONTH	MO	-1	\$ _____	\$ _____
A1-6	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING (ADD ALT 1) for _____ dollars and _____ cents PER MONTH	MO	1	\$ _____	\$ _____
A1-7	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER LUMP SUM	LS	-5,967	\$ _____	\$ _____
A1-8	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN) for _____ dollars and _____ cents PER LUMP SUM	LS	5,967	\$ _____	\$ _____

(2)		TOTAL ADD ALT 1 (BID ITEMS A1-1 TO A1-8) for _____ dollars and _____ cents			\$ _____	\$ _____
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* Base Bid Quantity
** Add Alt 1 Quantity

BID SUMMARY AND TOTALS						
(1) BASE BID SUBTOTAL \$ _____						
(2) BASE BID-A SUBTOTAL \$ _____						
(1+2) TOTAL AMOUNT BID (BASE BID + BASE BID ADD ALT 1) \$ _____						

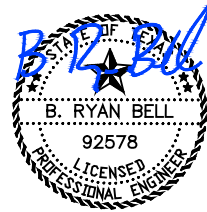
CONSTRUCTION PLANS 2023 SPORTSPLEX DR MAINTENANCE PROJECT

APRIL 2023

PROJECT # MAINT 2023-0001

WORK TYPE: MILL & OVERLAY, FULL DEPTH REPAIR, PAVEMENT MARKING & SIGNING
PROJECT LENGTH: 2,338 LF

PREPARED BY:



B. RYAN BELL, P.E.

5/12/2023 1
DATE

RECOMMENDED BY:

Chad Gilpin

CHAD GILPIN, P.E. - CITY ENGINEER

5/12/2023 1
DATE

APPROVED BY:

CRAIG RICE, DEPUTY PUBLIC WORKS DIRECTOR

DATE

CONTRACTOR:

CONSTRUCTION START:

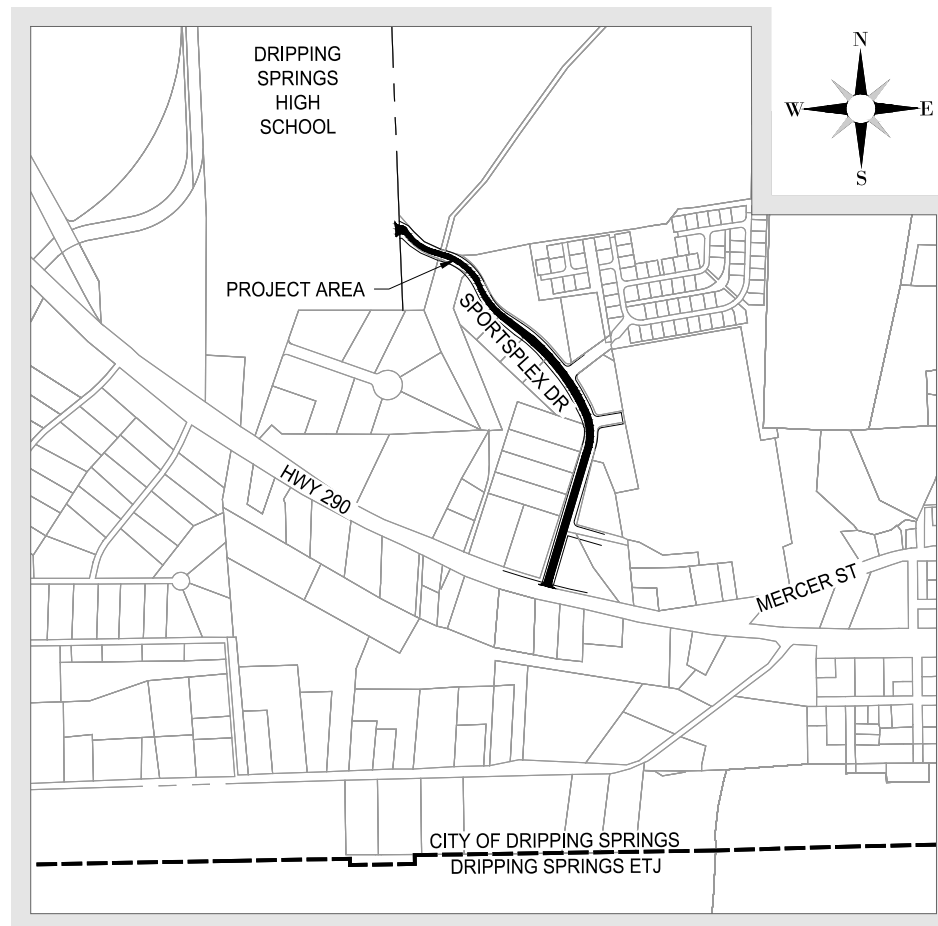
CONSTRUCTION ACCEPTED:

TOTAL CONSTRUCTION COST:

PREPARED BY:



T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LN, SUITE 203
AUSTIN, TX 78748
PH: 512.220.8100



APPROX. SCALE: 1" = 1,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS



1 ADDENDUM #01 - 5/12/2023

Sheet List Table	
Sheet Number	Sheet Title
1	COVERSHEET
2	GENERAL NOTES
3	SCHEDULE OF QUANTITIES
4	PAVING PLAN (1 OF 3)
5	PAVING PLAN (2 OF 3)
6	PAVING PLAN (3 OF 3)
7	PAVING DETAILS
8	SIGNING AND PAVEMENT MARKING PLAN (1 OF 3)
9	SIGNING AND PAVEMENT MARKING PLAN (2 OF 3)
10	SIGNING AND PAVEMENT MARKING PLAN (3 OF 3)
11	SIGN DETAILS
12	TYPICAL STANDARD PAVEMENT MARKINGS - PM(1)-20
13	REFLECTORIZED PROFILE MARKINGS - PM(2)-20
14	TWLTL, RURAL LEFT TURN BAYS, AND LANE REDUCTIONS - PM(3)-20
15	CROSSWALK PAVEMENT MARKINGS - PM(4)-22A
16	TRAFFIC CONTROL PLAN
17	ONE-LANE TWO-WAY TRAFFIC CONTROL - TCP(1-2)-18
18	TRAFFIC SHIFTS ON TWO-WAY ROADS - TCP(1-3)-18

REVISION BLOCK					
NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE
1	ADDENDUM #01	1, 3, 7	5/12/2023	<i>Chad Gilpin</i>	5/12/2023

NOTES:

1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. THIS PROJECT IS IDENTIFIED AS ZONE X 'AREA OF MINIMAL FLOOD HAZARD' BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
5. RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.

THESE PLANS ARE FULL SIZE AT 11" X 17"

SCHEDULE OF QUANTITIES:

TXDOT SPEC	ITEM DESCRIPTION	UNITS	(1)	(2)	(1+2)
			QTY	QTY	QTY
			BASE BID (2" MILL & OVERLAY WITH 2" HMAC SPOT	ADD ALT 1 (MILL 4" & OVERLAY 4" TY D HMAC)	BASE BID + ADD ALT 1 TOTALS
0310 6001	PRIME COAT (MULTI OPTION)	GAL	1,743	0	1,743
* 0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	2,745	-2,745	0
*** 0351 6013	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4")	SY	0	8,712	8,712
* 0354 6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	5,967	-5,967	0
*** 0354 6004	PLAN & TEXT ASPH CONC PAV(0" TO 4")	SY	0	8,712	8,712
0500 6001	MOBILIZATION	LS	1	1	1
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (BASE BID)	MO	1	-1	0
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (ADD ALT 1)	MO	0	1	1
0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	9	0	9
0666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	314	0	314
0666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	230	0	230
0666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	6	0	6
0666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	9	0	9
0666 6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	4,947	0	4,947
0666 6127	REFL PAV MRK TY I (Y)4"(BRK)(100MIL)	LF	451	0	451
0666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	123	0	123
0666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	30	0	30
0666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	126	0	126
0666 6192	REFL PAV MRK TY II (W) (WORD)	EA	1	0	1
0666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	62	0	62
0672 6007	REFL PAV MRKR TY I-C	EA	16	0	16
0672 6009	REFL PAV MRKR TY II-A-A	EA	105	0	105
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	126	0	126
* 3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	5,967	-5,967	0
*, *** 3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(4 IN)	SY	2,745	5,967	8,712

* - ITEM APPLIES TO BASE BID
 *** - ITEM APPLIES TO ADD ALT 1

***BASE BID**
 PERFORM SPOT PAVEMENT REPAIRS WITH TY B HMAC. MILL 2" EXISTING ASPHALT, PLACE PRIME COAT ON EXISTING BASE, PLACE 2" HMAC TY D OVERLAY, INSTALL SIGNS AND PAVEMENT MARKINGS.

*****ADD ALT 1**
 MILL 4" OF EXISTING ASPHALT AND BASE MATERIAL FOR ENTIRE ROADWAY LIMITS SHOWN IN PLANS. PLACE PRIME COAT, 2" HMAC TY B PG64-22, AND 2" HMAC TY D PG70-22 OVERLAY. BASE BID SIGNS AND PAVEMENT MARKINGS DO NOT CHANGE.

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE HAYS COUNTY SPECIFICATIONS FOR ROADWAY DESIGN, PAVING AND DRAINAGE ARE IN CONFLICT WITH TXDOT SPECIFICATIONS LISTED ABOVE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

TxDOT ITEM 0351 - FLEXIBLE PAVEMENT STRUCTURE REPAIR

*FOR BASE BID WORK: SAWCUTTING, REMOVAL OF EXISTING MATERIAL, RESHAPING, PREPARING AND COMPACTING EXISTING BASE MATERIAL IS SUBSIDIARY TO THIS ITEM FOR AREAS IDENTIFIED AS PAVEMENT REPAIR IN THE PLANS. ALL ASPHALT PLACEMENT IS PAID FOR BY ITEM 3076.

***FOR ADD ALT 1 WORK: RESHAPING, PREPARING AND COMPACTING EXISTING BASE MATERIAL IS SUBSIDIARY TO THIS ITEM FOR THE ENTIRE ROADWAY SHOWN IN THE PLANS. REMOVAL OF EXISTING ASPHALT AND BASE MATERIAL IS PAID FOR BY ITEM 0354 FOR ADD ALT 1 WORK. ALL ASPHALT PLACEMENT IS PAID FOR BY ITEM 3076.

TxDOT ITEM 0678 - PAVEMENT SURFACE PREPARATION FOR MARKINGS
 NO SEPARATE PAYMENT WILL BE MADE FOR PAVEMENT SURFACE PREPARATION, THIS IS SUBSIDIARY TO APPLICABLE BID ITEMS.

TxDOT ITEM 3076 - HOT MIX ASPHALT CONCRETE PAVEMENT
 HMAC SHALL BE PAID FOR BY THE SQUARE YARD (SY).
 HMAC SHALL BE APPLIED AT THE FOLLOWING RATES:

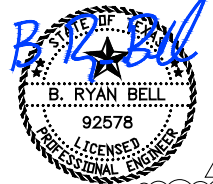
HMAC TY D 115 LB/SY/IN
 PRIME COAT 0.2 GAL/SY



Item # 16.

T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-8266
 9701 BRODIE LANE #203
 AUSTIN, TX 78748
 PH: 512.220.8100

ENGINEER'S SEAL:



5/12/2023

COPYRIGHT NOTICE:
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REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM #01	5/12/2023

DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: MAINT-2023-0001



DRIPPING SPRINGS
 Texas

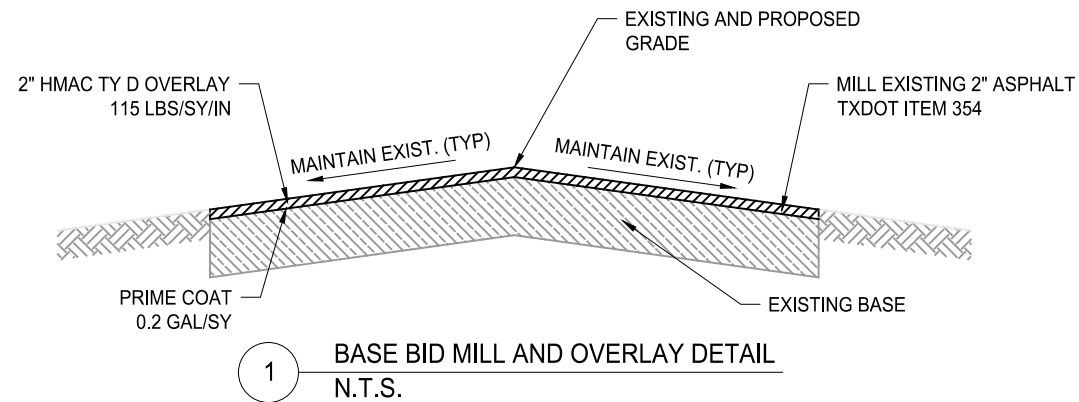
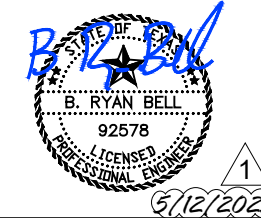
PROJECT:

2023 SPORTSPLEX DR
 MAINTENANCE
 PROJECT

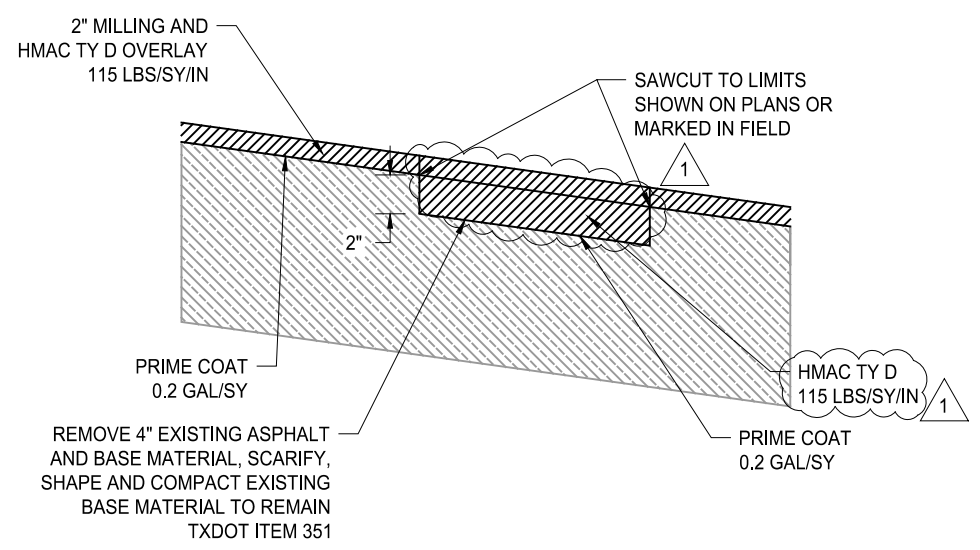
SHEET TITLE:

SCHEDULE OF
 QUANTITIES

ENGINEER'S SEAL:

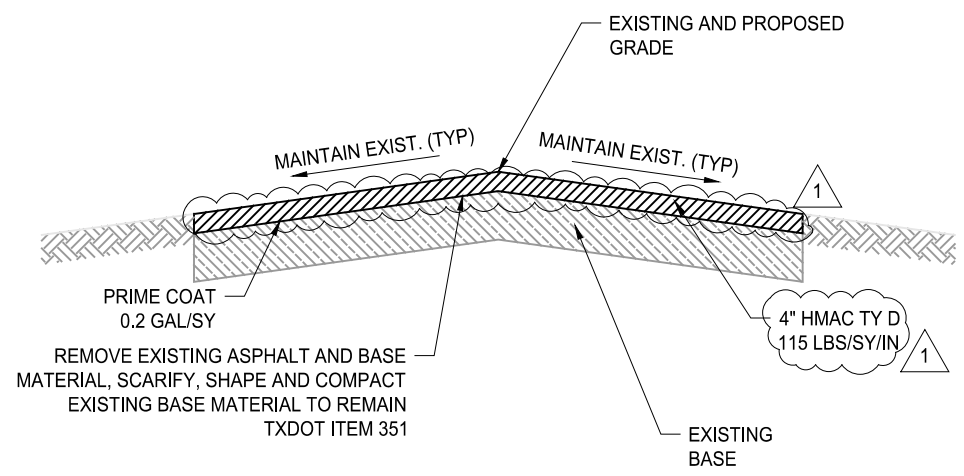


1 BASE BID MILL AND OVERLAY DETAIL
 N.T.S.



2 BASE BID PAVEMENT REPAIR DETAIL
 N.T.S.

NOTE: CONTRACTOR SHALL MARK LIMITS OF PAVEMENT REPAIR FOR REVIEW BY THE CITY ENGINEER PRIOR TO COMMENCING WORK.



3 ADD ALT 1 MILL AND OVERLAY & PAVEMENT REPAIR DETAIL
 N.T.S.

NOTES:

1. ALL HMAC TY D SHALL BE PG70-22.
2. PLACE PRIME COAT ON BASE OR SUBGRADE SURFACE PRIOR TO PLACING NEW HMAC MATERIAL.

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REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM #01	5/12/2023

DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: MAINT-2023-0001



PROJECT:
 2023 SPORTSPLEX DR
 MAINTENANCE
 PROJECT

SHEET TITLE:
 PAVING DETAILS

RFB 2023 Sportsplex Dr. Maint. Proj. Item # 16. (b1)

San Marcos Publishing, LP Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the Publisher, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Dripping Springs, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 2 weeks on the following dates:

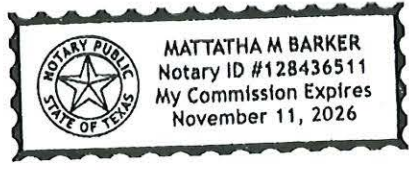
- April 27, 2023
- May 4, 2023
- 2023
- 2023

The said Publisher, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

[Signature]
Signature of Affiant

Subscribed and sworn to me, by the said Publisher Dalton Sweat this 3rd day of May, 2023 to certify which witness my hand and seal of office.

Mattatha M Barker
NOTARY PUBLIC in and for Hays County, Texas



NOTICE TO BIDDERS

Sealed bids will be received by the City of Dripping Springs, at its office at 511 Mercer St., City Hall Building, Dripping Springs, Texas, until 2:00 p.m. on Thursday, May 18, 2023, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the "Project" titled **2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001)** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

**"2023 SPORTSPLEX DR MAINTENANCE PROJECT
(#MAINT-2023-0001)"**

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier's check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas, 78620**

2023 Sportsplex Dr Maintenance Project (#MAINT-2023-0001) generally includes: 8,712 square yards of hot-mix asphaltic overlay pavement, 2,722 square yards of hot-mix asphaltic concrete pavement repair, signs, and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at cgilpin@cityofdrippingsprings.com and the City of Drippings Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning April 27, 2023.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding 60 days from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and - payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

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

An Optional Pre-Bid conference with prospective bidders will be held on Thursday, May 4, 2023, at 1:00 p.m. at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.





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

Submitted By: Craig Rice, Deputy Public Works Director

Council Meeting Date: June 6, 2023

Agenda Item Wording: Discuss and consider selection of bidder and approval of the Ranch House Road Phase 2 Project Agreement between Myers Concrete Construction, LP and the City of Dripping Springs and authorization for staff to finalize the agreement.

Agenda Item Requestor:

Summary/Background: Publication for soliciting bids for the Ranch House Road Phase 2 project was issued with the deadline for contractors to submit sealed bids by 2:00pm on May 18, 2023. Three (3) contractors submitted bid packages before the required deadline. Tabulations were reviewed and compared by the City Engineer based on this review Myers Concrete Construction, LP was identified as the lowest bid and meets qualifications for the project.

The Ranch House Road Phase 2 project encompasses the roadway in the park from the area south of the playground leading to the ranch house to the top of the property around the ranch house and barn area. The base bid amount submitted by Myers Concrete Construction, LP is within the allotted budget for the park road improvements. Staff recommends approval of the base bid and bid alternate. The total bid amount (base bid with the bid alternate) is not fully budgeted and would not furnish the roadway altogether from the playground to the ranch house. Staff requests approval of the total bid amount of \$371,465.16 with a budget amendment of \$40,000 additional funds to complete the entire roadway improvement project this year to not hinder FY2024 budget. With approval of this project and budget amendment, construction will begin immediately after the construction contract has been signed by both parties.

Commission Recommendations: N/A

Recommended Council Actions: Staff recommends awarding Myers Concrete Construction, LP with the Ranch House Road Phase 2 project for the total bid amount of \$371.465.16.

Attachments:

Contract Cover Sheet MYE06062023
05.04.23 Publication Affidavit_RFB Ranch House Rd Phase 2.pdf
20230512_RANCH HOUSE ROAD PH 2_Addendum01.pdf
20230426_RanchHouseRdPH2_Project Manual.pdf
20230426_RanchHouseRdPh2_Plans.pdf
BidTab_RanchHousePh2.pdf
RanchHousePH2_BidResponse_Myers Concrete Construction.pdf
BidRecommendation_DSRP Ranch House PH2.pdf

Next Steps/Schedule:

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



Contract Cover Sheet

Contract Number	MYE06062023 <i>Use first three letters of contractor and date of approval. Ex: contract approved for <u>HDR</u> on <u>Jan.18, 2022</u> the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
Contractor with Contact Information	Myers Concrete Construction, LP <i>Company:</i> Clark Myers <i>POC:</i>
	2301 FM 3237 <i>Address:</i> Wimberley Tx 78676
	512-847-8000 <i>Phone Number:</i>
Effective Date	Upon execution
Termination Date	
Renewal/ Termination Notice Date	Notice of Award of contract to the successful bidder within sixty (60) days from the date of the bid opening. Bid Opening conducted Thursday, May 18, 2023.
Bid/Quotes/ Budgeted	\$371,465.16
Finance Review	
Contract Amount	
Department	Parks and Community Services
Reporting Requirements	<i>Insurance Certificate:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Conflict Disclosure:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>1295 Reporting:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	<i>Other Reporting Requirements:</i> Bid Security
Council Meeting Date (if applicable)	6/6/2023



May 22, 2023

Craig Rice
Deputy Public Works Director
City of Dripping Springs

RE: Ranch House Road Ph 2 (PARKS 2023-0001)
Recommendation of Award

Three (3) bids for the referenced project were received at the bid opening on May 18th, 2023:

- Aaron Concrete Contractors, LP
- Lone Star Sitework, LLC
- Myers Concrete Construction, LP

Bids have been tabulated and the low bidder is **Myers Concrete Construction, LP** with the following bid:

Base Bid:	\$ 278,728.68
Add Alt 1 Bid:	\$ 92,736.48
Total Bid Amount:	\$ 371,465.16

Staff recommends award of the Base Bid + Add Alt 1 portion of contract for a **total amount of \$371,465.16** to **Myers Concrete Construction, LP** based on evaluation of the bid response packages.

Attached for reference is the bid tabulation and copies of the low bidder's bid response package. Please feel free to call me at 512-220-8100 if you have any questions regarding this recommendation.

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Myers Concrete Construction, LP - Bid Response Package

				BID TAB							
				Engineer's Estimate		Aaron Concrete Contractors, LP		Lone Star Sitework, LLC		Myers Concrete Construction, LP	
TxDOT SPEC	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE EST	AMOUNT EST	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
0100 6001	PREPARING ROW	AC	1.28	\$ 5,000.00	\$ 6,400.00	\$ 12,000.00	\$ 15,360.00	\$ 8,500.00	\$ 10,880.00	\$ 5,781.00	\$ 7,399.68
0104 6021	REMOVING CONC (CURB)	LF	8	\$ 18.00	\$ 144.00	\$ 53.00	\$ 424.00	\$ 40.00	\$ 320.00	\$ 62.00	\$ 496.00
0110 6001	EXCAVATION (ROADWAY)	CY	894	\$ 33.00	\$ 29,502.00	\$ 70.00	\$ 62,580.00	\$ 79.00	\$ 70,626.00	\$ 36.00	\$ 32,184.00
0110 6002	EXCAVATION (CHANNEL)	CY	54	\$ 111.00	\$ 5,994.00	\$ 120.00	\$ 6,480.00	\$ 78.00	\$ 4,212.00	\$ 36.00	\$ 1,944.00
0164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	1,407	\$ 3.00	\$ 4,221.00	\$ 1.00	\$ 1,407.00	\$ 0.65	\$ 914.55	\$ 1.00	\$ 1,407.00
0247 6382	FL BS (CMP IN PLC)(TY A GR 5)(8")	SY	2,619	\$ 25.00	\$ 65,475.00	\$ 26.00	\$ 68,094.00	\$ 36.50	\$ 95,593.50	\$ 24.00	\$ 62,856.00
0310 6001	PRIME COAT (MULTI OPTION)	GAL	534	\$ 6.00	\$ 3,204.00	\$ 8.00	\$ 4,272.00	\$ 7.50	\$ 4,005.00	\$ 9.00	\$ 4,806.00
0432 6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	40	\$ 375.00	\$ 15,000.00	\$ 200.00	\$ 8,000.00	\$ 180.00	\$ 7,200.00	\$ 235.00	\$ 9,400.00
0464 6017	RC PIPE (CL IV)(18 IN)	LF	56	\$ 179.00	\$ 10,024.00	\$ 230.00	\$ 12,880.00	\$ 105.00	\$ 5,880.00	\$ 142.00	\$ 7,952.00
0466 6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EA	1	\$ 7,416.00	\$ 7,416.00	\$ 11,000.00	\$ 11,000.00	\$ 6,200.00	\$ 6,200.00	\$ 4,534.00	\$ 4,534.00
0467 6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	2	\$ 3,320.00	\$ 6,640.00	\$ 2,400.00	\$ 4,800.00	\$ 2,400.00	\$ 4,800.00	\$ 1,516.00	\$ 3,032.00
0500 6001	MOBILIZATION	LS	1	10%	\$ 27,325.10	\$ 38,000.00	\$ 38,000.00	\$ 24,256.87	\$ 24,256.87	\$ 23,407.00	\$ 23,407.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00	\$ 2,371.00	\$ 4,742.00
0506 6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	30	\$ 120.00	\$ 3,600.00	\$ 120.00	\$ 3,600.00	\$ 110.00	\$ 3,300.00	\$ 56.00	\$ 1,680.00
0506 6011	ROCK FILTER DAMS (REMOVE)	LF	30	\$ 23.00	\$ 690.00	\$ 40.00	\$ 1,200.00	\$ 36.00	\$ 1,080.00	\$ 21.00	\$ 630.00
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	944	\$ 6.00	\$ 5,664.00	\$ 5.00	\$ 4,720.00	\$ 4.40	\$ 4,153.60	\$ 6.00	\$ 5,664.00
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	944	\$ 3.00	\$ 2,832.00	\$ 2.00	\$ 1,888.00	\$ 1.20	\$ 1,132.80	\$ 1.00	\$ 944.00
0506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	50	\$ 9.00	\$ 450.00	\$ 6.00	\$ 300.00	\$ 5.30	\$ 265.00	\$ 10.00	\$ 500.00
0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	50	\$ 4.00	\$ 200.00	\$ 2.00	\$ 100.00	\$ 1.20	\$ 60.00	\$ 1.00	\$ 50.00
0529 6001	CONCRETE CURB	LF	8	\$ 20.00	\$ 160.00	\$ 300.00	\$ 2,400.00	\$ 80.00	\$ 640.00	\$ 62.00	\$ 496.00
0529 6032	CONCRETE GUTTER (MODIFIED)	LF	541	\$ 33.00	\$ 17,853.00	\$ 35.00	\$ 18,935.00	\$ 30.30	\$ 16,392.30	\$ 31.00	\$ 16,771.00
0531 6001	CONC SIDEWALKS (4")	SY	34	\$ 150.00	\$ 5,100.00	\$ 150.00	\$ 5,100.00	\$ 135.00	\$ 4,590.00	\$ 84.00	\$ 2,856.00
0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	2	\$ 540.00	\$ 1,080.00	\$ 1,100.00	\$ 2,200.00	\$ 550.00	\$ 1,100.00	\$ 1,091.00	\$ 2,182.00
0666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	325	\$ 8.00	\$ 2,600.00	\$ 1.00	\$ 325.00	\$ 5.20	\$ 1,690.00	\$ 1.00	\$ 325.00
0666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	42	\$ 15.00	\$ 630.00	\$ 10.00	\$ 420.00	\$ 22.50	\$ 945.00	\$ 10.00	\$ 420.00
0666 6197	REFL PAV MRK TY II (W) (SYMBOL)	EA	2	\$ 575.00	\$ 1,150.00	\$ 142.00	\$ 284.00	\$ 570.00	\$ 1,140.00	\$ 149.00	\$ 298.00
1004 6001	TREE PROTECTION	EA	20	\$ 500.00	\$ 10,000.00	\$ 500.00	\$ 10,000.00	\$ 420.00	\$ 8,400.00	\$ 316.00	\$ 6,320.00
3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)(8 IN)	SY	39	\$ 108.00	\$ 4,212.00	\$ 135.00	\$ 5,265.00	\$ 117.00	\$ 4,563.00	\$ 147.00	\$ 5,733.00
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	2,670	\$ 22.00	\$ 58,740.00	\$ 35.00	\$ 93,450.00	\$ 25.00	\$ 66,750.00	\$ 26.00	\$ 69,420.00
5057 6001	PRECAST CONCRETE WHEEL STOPS	EA	2	\$ 135.00	\$ 270.00	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 140.00	\$ 280.00
TOTAL BASE BID AMOUNT				\$300,576.10		\$386,884.00		\$356,089.62		\$278,728.68	
Engineer's Base Bid Estimate with 5% Contingency				\$315,604.91							

BASE BID

ADD ALT 1	0100 6001	PREPARING ROW	AC	0.43	\$ 5,000.00	\$ 2,150.00	\$ 15,000.00	\$ 6,450.00	\$ 9,700.00	\$ 4,171.00	\$ 5,736.00	\$	Item # 17.
	0104 6021	REMOVING CONC (CURB)	LF	8	\$ 18.00	\$ 144.00	\$ 55.00	\$ 440.00	\$ 60.00	\$ 480.00	\$ 62.00	\$	
	0110 6001	EXCAVATION (ROADWAY)	CY	315	\$ 33.00	\$ 10,395.00	\$ 65.00	\$ 20,475.00	\$ 79.00	\$ 24,885.00	\$ 36.00	\$ 11,340.00	
	0164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	444	\$ 3.00	\$ 1,332.00	\$ 2.50	\$ 1,110.00	\$ 2.00	\$ 888.00	\$ 1.00	\$ 444.00	
	0247 6382	FL BS (CMP IN PLC)(TY A GR 5)(8")	SY	1,134	\$ 25.00	\$ 28,350.00	\$ 29.00	\$ 32,886.00	\$ 36.50	\$ 41,391.00	\$ 24.00	\$ 27,216.00	
	0310 6001	PRIME COAT (MULTI OPTION)	GAL	227	\$ 6.00	\$ 1,362.00	\$ 9.00	\$ 2,043.00	\$ 7.50	\$ 1,702.50	\$ 9.00	\$ 2,043.00	
	0500 6001	MOBILIZATION	LS	1	10%	\$ 8,747.70	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,371.00	\$ 2,371.00	
	0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	523	\$ 6.00	\$ 3,138.00	\$ 5.00	\$ 2,615.00	\$ 4.40	\$ 2,301.20	\$ 6.00	\$ 3,138.00	
	0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	523	\$ 3.00	\$ 1,569.00	\$ 2.00	\$ 1,046.00	\$ 1.20	\$ 627.60	\$ 1.00	\$ 523.00	
	0506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	35	\$ 9.00	\$ 315.00	\$ 6.00	\$ 210.00	\$ 5.30	\$ 185.50	\$ 10.00	\$ 350.00	
	0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	35	\$ 4.00	\$ 140.00	\$ 2.00	\$ 70.00	\$ 1.20	\$ 42.00	\$ 1.00	\$ 35.00	
	0529 6001	CONCRETE CURB	LF	8	\$ 20.00	\$ 160.00	\$ 140.00	\$ 1,120.00	\$ 60.00	\$ 480.00	\$ 62.00	\$ 496.00	
	0529 6032	CONCRETE GUTTER (MODIFIED)	LF	380	\$ 33.00	\$ 12,540.00	\$ 42.00	\$ 15,960.00	\$ 30.30	\$ 11,514.00	\$ 31.00	\$ 11,780.00	
	1004 6001	TREE PROTECTION	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 420.00	\$ 840.00	\$ 316.00	\$ 632.00	
	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	1,131	\$ 22.00	\$ 24,882.00	\$ 25.00	\$ 28,275.00	\$ 21.00	\$ 23,751.00	\$ 26.00	\$ 29,406.00	
TOTAL ADD ALT 1 BID AMOUNT					\$	96,224.70	\$115,200.00	\$115,658.80	\$92,736.48				
TOTAL (BASE + ADD ALT 1) BID AMOUNT						\$396,800.80	\$502,084.00	\$471,748.42	\$371,465.16				

Engineer's Estimate with 5% Contingency **\$416,640.84**

Red Shading = Math Error in Bid



Required Bid Items			
Bid Bond	YES	\$23,600 Check Provided	YES
Non-Collusion Statement	YES	YES	YES
References	YES	YES	YES
Conflict of Interest Statement	YES	YES	YES
Electronic Submittal	YES	YES	YES

Project: **RANCH HOUSE ROAD PHASE 2 (#PARKS-2023-0001)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: Myers Concrete Construction, LP
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **sixty (60) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	<u>7</u>	Dated:	<u>5/12/23</u>
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
- E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on May 18th, 2023.

By: [Signature]
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Clark Myers Project Manager
(Typed or Printed Name and Title)

Bidder: Myers Concrete Construction, LP
(Name of Company)

Business Address: 2311 FM 3237

Wimberley, TX 78676
Telephone No: 512-847-8000

IF Bidder is a Corporation:

ATTEST

n/a
(Signature of Witness) (Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

RANCH HOUSE ROAD PHASE 2
 (#PARKS-2023-0001)
 City of Dripping Springs, Texas

Section B-1
 BID FORM

BIDDER will complete the Work for the following prices:

BASE BID

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	0100 6001	PREPARING ROW for <u>Five Thousand Seven Hundred Eighty One</u> dollars and <u>Zero</u> cents PER ACRE	AC	1.28	\$ <u>5,781⁰⁰</u>	\$ <u>7,319⁵²</u>
2	0104 6021	REMOVING CONC (CURB) for <u>Sixty Two</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	8	\$ <u>62⁰⁰</u>	\$ <u>496⁰⁰</u>
3	0110 6001	EXCAVATION (ROADWAY) for <u>Thirty Six</u> dollars and <u>Zero</u> cents PER CUBIC YARD	CY	894	\$ <u>36⁰⁰</u>	\$ <u>32,184⁰⁰</u>
4	0110 6002	EXCAVATION (CHANNEL) for <u>Thirty Six</u> dollars and <u>Zero</u> cents PER CUBIC YARD	CY	54	\$ <u>36⁰⁰</u>	\$ <u>1,944⁰⁰</u>
5	0164 6003	BROADCAST SEED (PERM)(RURAL)(CLAY) for <u>One</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	1,407	\$ <u>1⁰⁰</u>	\$ <u>1,407⁰⁰</u>
6	0247 6382	FL BS (CMP IN PLC)(TY A GR 5)(8") for <u>Twenty Four</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	2,619	\$ <u>24⁰⁰</u>	\$ <u>62,856⁰⁰</u>
7	0310 6001	PRIME COAT (MULTI OPTION) for <u>Nine</u> dollars and <u>Zero</u> cents PER GALLON	GAL	534	\$ <u>9⁰⁰</u>	\$ <u>4,806⁰⁰</u>
8	0432 6031	RIPRAP (STONE PROTECTION)(12 IN) for <u>Two Hundred Thirty Five</u> dollars and <u>Zero</u> cents PER CUBIC YARD	CY	40	\$ <u>235⁰⁰</u>	\$ <u>9,400⁰⁰</u>
9	0464 6017	RC PIPE (CL IV)(18 IN) for <u>One Hundred Forty Two</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	56	\$ <u>142⁰⁰</u>	\$ <u>7,952⁰⁰</u>
10	0466 6003	HEADWALL (CH-FW-0)(DIA=18 (N) for <u>Four Thousand Five Hundred Thirty Four</u> dollars and <u>Zero</u> cents PER EACH	EA	1	\$ <u>4,534⁰⁰</u>	\$ <u>4,534⁰⁰</u>
11	0467 6356	SET (TY II)(18 IN)(RCP)(3:1)(C) for <u>One Thousand Five Hundred Sixty</u> dollars and <u>Zero</u> cents PER EACH	EA	2	\$ <u>1,516⁰⁰</u>	\$ <u>3,032⁰⁰</u>
12	0500 6001	MOBILIZATION for <u>Twenty Three Thousand Four Hundred Sixty</u> dollars and <u>Zero</u> cents PER LUMP SUM	LS	1	\$ <u>23,407⁰⁰</u>	\$ <u>23,407⁰⁰</u>
13	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING for <u>Two Thousand Three Hundred Sixty One</u> dollars and <u>Zero</u> cents PER MONTH	MO	2	\$ <u>2,371⁰⁰</u>	\$ <u>4,742⁰⁰</u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
14	0506 6003	ROCK FILTER DAMS (INSTALL) (TY 3) for <u>Fifty Six</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	30	\$ <u>56⁰⁰</u>	\$ <u>1,680⁰⁰</u>
15	0506 6011	ROCK FILTER DAMS (REMOVE) for <u>Twenty One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	30	\$ <u>21⁰⁰</u>	\$ <u>630⁰⁰</u>
16	0506 6038	TEMP SEDMT CONT FENCE (INSTALL) for <u>Six</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	944	\$ <u>6⁰⁰</u>	\$ <u>5,664⁰⁰</u>
17	0506 6039	TEMP SEDMT CONT FENCE (REMOVE) for <u>One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	944	\$ <u>1⁰⁰</u>	\$ <u>944⁰⁰</u>
18	0506 6041	BIODEG EROSN CONT LOGS (INSTL)(12") for <u>Ten</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	50	\$ <u>10⁰⁰</u>	\$ <u>500⁰⁰</u>
19	0506 6043	BIODEG EROSN CONT LOGS (REMOVE) for <u>One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	50	\$ <u>1⁰⁰</u>	\$ <u>50⁰⁰</u>
20	0529 6001	CONCRETE CURB for <u>Sixty Two</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	8	\$ <u>62⁰⁰</u>	\$ <u>496⁰⁰</u>
21	0529 6032	CONCRETE GUTTER (MODIFIED) for <u>Thirty One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	541	\$ <u>31⁰⁰</u>	\$ <u>16,771⁰⁰</u>
22	0531 6001	CONC SIDEWALKS (4") for <u>Eighty Four</u> dollars and <u>Zero</u> cents PER SQUARE YARDS	SY	34	\$ <u>84⁰⁰</u>	\$ <u>2,856⁰⁰</u>
23	0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P) for <u>One Thousand Ninety One</u> dollars and <u>Zero</u> cents PER EACH	EA	2	\$ <u>1,091⁰⁰</u>	\$ <u>2,182⁰⁰</u>
24	0666 6170	REFL PAV MRK TY II (W)4"(SLD) for <u>One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	325	\$ <u>1⁰⁰</u>	\$ <u>325⁰⁰</u>
25	0666 6182	REFL PAV MRK TY II (W)24"(SLD) for <u>Ten</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	42	\$ <u>10⁰⁰</u>	\$ <u>420⁰⁰</u>
26	0666 6197	REFL PAV MRK TY II (W)(SYMBOL) for <u>One Hundred Forty Nine</u> dollars and <u>Zero</u> cents PER EACH	EA	2	\$ <u>149⁰⁰</u>	\$ <u>298⁰⁰</u>
27	1004 6001	TREE PROTECTION for <u>Three Hundred Sixteen</u> dollars and <u>Zero</u> cents PER EACH	EA	20	\$ <u>316⁰⁰</u>	\$ <u>6,320⁰⁰</u>
28	3076 6003	D-GR HMA TY-B PG64-22 (EKEMPT)(8 IN) for <u>One Hundred Forty Seven</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	39	\$ <u>147⁰⁰</u>	\$ <u>5,733⁰⁰</u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
29	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for <u>Twenty Six</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	2,670	\$ <u>26⁰⁰</u>	\$ <u>69,420⁰⁰</u>
30	5057 6001	PRECAST CONCRETE WHEEL STOPS for <u>One Hundred Forty</u> dollars and <u>Zero</u> cents PER EACH	EA	2	\$ <u>140⁰⁰</u>	\$ <u>280⁰⁰</u>
		TOTAL BASE BID (BID ITEMS 1-30) for <u>Two Hundred Seventy Eight Thousand</u> dollars and <u>Sixty Eight</u> cents			\$ <u>278,728⁶⁰</u>	\$ <u>278,728⁶⁰</u>

ADD ALTERNATE #1

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-1	0100 6001	PREPARING ROW for <u>Five Thousand Seven Hundred Thirty Six</u> dollars and <u>Zero</u> cents PER ACRE	AC	0.43	\$ <u>5,736⁰⁰</u>	\$ <u>2,464⁴⁰</u>
A1-2	0104 6021	REMOVING CONC (CURB) for <u>Sixty Two</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	8	\$ <u>62⁰⁰</u>	\$ <u>496⁰⁰</u>
A1-3	0110 6001	EXCAVATION (ROADWAY) for <u>Thirty Six</u> dollars and <u>Zero</u> cents PER CUBIC YARD	CY	315	\$ <u>36⁰⁰</u>	\$ <u>11,340⁰⁰</u>
A1-4	0164 6003	BROADCAST SEED (PERM)(RURAL)(CLAY) for <u>One</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	444	\$ <u>1⁰⁰</u>	\$ <u>444⁰⁰</u>
A1-5	0247 6382	FL BS (CMP IN PLC)TY A GR 5)(8") for <u>Twenty Four</u> dollars and <u>Zero</u> cents PER SQUARE YARD	SY	1,134	\$ <u>24⁰⁰</u>	\$ <u>27,216⁰⁰</u>
A1-6	0310 6001	PRIME COAT (MULTI OPTION) for <u>Nine</u> dollars and <u>Zero</u> cents PER GALLON	GAL	227	\$ <u>9⁰⁰</u>	\$ <u>2,043⁰⁰</u>
A1-7	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING for <u>Two Thousand Three Hundred Forty One</u> dollars and <u>Zero</u> cents PER MONTH	MO	1	\$ <u>2,371⁰⁰</u>	\$ <u>2,371⁰⁰</u>
A1-8	0506 6038	TEMP SEDMT CONT FENCE (INSTALL) for <u>Six</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	523	\$ <u>6⁰⁰</u>	\$ <u>3,138⁰⁰</u>
A1-9	0506 6039	TEMP SEDMT CONT FENCE (REMOVE) for <u>One</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	523	\$ <u>1⁰⁰</u>	\$ <u>523⁰⁰</u>
A1-10	0506 6041	BIODEG EROSN CONT LOGS (INSL)(12") for <u>Ten</u> dollars and <u>Zero</u> cents PER LINEAR FOOT	LF	35	\$ <u>10⁰⁰</u>	\$ <u>350⁰⁰</u>

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-11	0506 6043	BIODEG EROSN CONT LOGS (REMOVE) for <u>one</u> dollars and <u>zero</u> cents PER LINEAR FOOT	LF	35	\$ <u>1⁰⁰</u>	\$ <u>35⁰⁰</u>
A1-12	0529 6001	CONCRETE CURB for <u>Sixty two</u> dollars and <u>zero</u> cents PER LINEAR FOOT	LF	8	\$ <u>62⁰⁰</u>	\$ <u>496⁰⁰</u>
A1-13	0529 6032	CONCRETE GUTTER (MODIFIED) for <u>Thirty one</u> dollars and <u>zero</u> cents PER LINEAR FOOT	LF	380	\$ <u>31⁰⁰</u>	\$ <u>11,780⁰⁰</u>
A1-14	1004 6001	TREE PROTECTION for <u>Three Hundred Sixteen</u> dollars and <u>zero</u> cents PER EACH	EA	2	\$ <u>316⁰⁰</u>	\$ <u>632⁰⁰</u>
A1-15	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for <u>Twenty six</u> dollars and <u>zero</u> cents PER SQUARE YARD	SY	1,131	\$ <u>26⁰⁰</u>	\$ <u>29,406⁰⁰</u>

		TOTAL ADD ALT 1 (BID ITEMS A1-1 TO A1-15) for <u>One hundred thirty six</u> dollars and <u>Forty eight</u> cents			\$ <u>92,736⁴⁸</u>	\$ <u>92,736⁴⁸</u>
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BID SUMMARY AND TOTALS	
BASE BID SUBTOTAL	\$ <u>278,728.68</u>
ADD ALTERNATE #1 SUBTOTAL	\$ <u>92,736.48</u>
TOTAL AMOUNT BID (BASE BID + ADD ALT1)	\$ <u>371,465.16</u>

RANCH HOUSE ROAD PHASE 2
City of Dripping Springs, Texas

Section B-2
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT
PRIME BIDDER

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

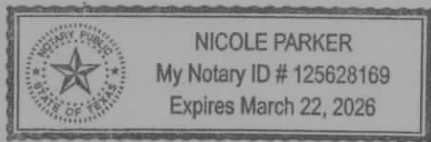
That he is Clark Lyross Project Manager
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 18th day of May, 2023.



Nicole Parker
Notary Public

My Commission expires:

3/22/26

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: City of Marble Falls Lakeside Park
Project Owner: City of Marble Falls
Owner Contact Person & Phone No.: Lacey Dingman 830-6138171
Value of Contract: \$3,238,560*
Date Completed: August 2019
Bidder's Project Manager: Clark Myers
Bidder's Project Superintendent: Tim Green

2. Name of Project: Sunline Park
Project Owner: Clinard Properties
Owner Contact Person & Phone No.: Mike Clinard 713-288-7171
Value of Contract: \$395,110.32
Date Completed: June 2021
Bidder's Project Manager: Clark Myers
Bidder's Project Superintendent: Dale Wood

3. Name of Project: City of SM Water reuse system expansion (Paving + mowing)
Project Owner: City of San Marcos
Owner Contact Person & Phone No.: Kay Garcia
Value of Contract: \$204,832.31
Date Completed: November 2019
Bidder's Project Manager: Clark Myers
Bidder's Project Superintendent: Steve Gordon

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: Clark Myers / Chase Birtlein
2. Name of Proposed Project Superintendent: Dale Wood

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control TRP
2. Pavement (Flexible Pavement Repair, Milling, HMAC) Texas Materials
3. Pavement Markings and Signs TRP

Other Subcontractors Exceeding 10% of total contract amount:

4. N/A
5. _____
6. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location
NA Attached				

UNIT #	YEAR	MAKE	MODEL	DESCRIPTION
8	2015			
300	2016	BOBCAT	S-590	SKID STEER
302	2018	BOBCAT	S-570	SKID STEER
303	2014	CAT	259D	SKID STEER
304	2022	BOBCAT	T66	TRACK LOADER
305				
309	2014	BOBCAT	S-530	SKID STEER
311	2014	BOBCAT	S-630	SKID STEER
312	2019	BOBCAT	T-650	TRACK LOADER
314	2019	BOBCAT	T-650	TRACK LOADER
315	2006	BOBCAT	S-185	SKID STEER
316	2020	BOBCAT	S76	SKID STEER
317	2014	BOBCAT	E26	MINI EXCAVATOR
318	2015	BOBCAT	S650	SKID STEER
319	2017	BOBCAT	S650	SKID STEER
320	2004	CATEPILLAR	420-D	BACKHOE (WK)
321	2003	CAT	420-D	BACKHOE (EXT)
328	2004	CAT	420-D	BACKHOE (EXT)
333	2007	JLG		MANLIFT
339	2018	CAT	938M	LOADER
340	2004	CAT	D5	DOZER
341	2011	CAT	420-E	BACKHOE (EXT)
342	2011	CAT	420-E	BACKHOE
343	2009	JOHN DEERE	JD310	BACKHOE (WK)
344	2014	CAT	416F	BACKHOE (WK)
345	2022	CAT	D3	DOZER
346	2015	JOHN DEERE	310K	BACKHOE (WK)
347		HAMM		ROLLER
348	2019	BOBCAT	T-650	TRACK LOADER
349	2016	BOBCAT	E42 EX	MINI EXCAVATOR
350	2018	BOBCAT	E42	TRACK LOADER

350	2013	BOBCAT	E42 EX	BREAKER ATTACHMENT
351	2023	CLARK	GTS30	FORKLIFT
352	2003	DYNAPAC	CC102	ROLLER 3-TON
353		CAT		FORKLIFT
354		TEREX		ROLLER 3-TON
355	2005	DAEWOOD	G2E-NM	FORKLIFT
356	2021	BOBCAT	E35 EX	MINI EXCAVATOR
357	2014	JLG	6042	TELEHANDLER
358	2019	YANMAR	SV100-LA	EXCAVATOR (NEWER)
359	2013	HAMM	3205	ROLLER 50-56"
360	2011	JOHN DEERE	35D EX	MINI EXCAVATOR
361	2000	LEEBOY		PAVING MACHINE
362	2005	LEEBOY	685B	MOTOR GRADER
363	2005	LEEBOY	L500T	TACK OIL MACHINE
364	2008	LEEBOY		SEAL COAT MACHINE
365	2014	JOHN DEERE	770G	MOTOR GRADER
366	2006	BOMAG	BW900-2	
368	2014	VOLVO	SD75	ROLLER
369	2012	BOMAG	BW177DH-40	ROLLER
370				
372	2021	YANMAR	VIO80	COMPACT EXCAVATOR
373				GEORGIA BUGGY
376	2006	KOBOTA	L4740GST	TRACTOR
376		WHITEMAN		GEORGIA BUGGY
377	2005	STONE	SB1600	GEORGIA BUGGY
378	2010	STONE	SB1600	GEORGIA BUGGY
379		WHITEMAN	M/Q 21	GEORGIA BUGGY
379				WALKBEHIND TRENCHER
380	2016	JOHN DEERE	544K	LOADER
381				GEORGIA BUGGY
383	2021	JOHN DEERE	250GLC	EXCAVATOR
384	2019	KOMATSU	PC200	EXCAVATOR
385	2002	BOBCAT	E35 EX	EXCAVATOR

386	2012	YANMAR	SV100-2A	EXCAVATOR (OLDER)
387	2017	BOBCAT	E35 EX	MINI EXCAVATOR
388	2019	JOHN DEERE	210GLC	EXCAVATOR
390				
391				
398				
399				
387	2017	BOBCAT		EXCAVATOR
388	2019	JOHN DEERE		EXCAVATOR
400	2018	GOMACO	GT320	CURB MACHINE
400				
400	2018	GOMACO	CURB MACHINE	
401	1994	BOBCAT	72 SWEEPER	72 SWEEPER ATTACHMENT
402	1995	MELROE	2560	BOBCAT HYDRAULIC BREAKER
403	96	MEROE	709	BOBCAT BACKHOE ATTACMENT
404	2007	BOBCAT	72SWE	72 SWEEPER ATTACHMENT
405	2010	BOBCAT	14 FLOW PLANNER	14" STD FLOW PLANNER ATTACHMENT
406	2016	ARROWHEAD	R75S	BACKHOE BREAKER
407	2015	LOWE	A-220H	SKID STEER AUGER POWER UNIT
408	2018	HUSQVARNA	FS 524	SAW CONCRETE 20-29 HP SELF PROPELLED
409	N/A	N/A	36"	SKID STEER AUGER BIT 36"
410		BRETEC		HAMMER (BACKHOE)
411		BRETEC		HAMMER (BACKHOE)
412		BRETEC		HAMMER (BACKHOE)
413		BRETEC	M5	MINI HAMMER
414	2021		JD - JRB 290HD48	48" excavator bucket
415		TRIMBLE	S5	Total Station DR Plus with active tracking
416		TRIMBLE	R10	Trimble R10
417	2021	BOBCAT	HB1180	HYDRAULIC BREAKER
418		BOBCAT		TRACK LOADER
		ALLEN	436 PRO	TROWELL MACHINE
		ALLEN		36" FINISH MACHINE
	2020	BELLTEC	H300	AUGER
	2021	BELLTEC	H300	AUGER
	2010	BOBCAT	CB26	LEVELER
		BOSCH	3611COA010	Bosch Hammer
		BOSCH	3611COA010	Bosch Hammer
		BOSCH	3611COA010	Bosch Hammer
		HONDA	Stark	38" Finish machine
		TRIMBLE	T10	TABLET
				24" Hensley Bucket
			513286	leading edge multi rpper
			HB980	Hydraulic Breaker
			w/ receiver - ZK1795	Rechargable Laser

		w/ receiver - ZK1675	Rechargeable Laser
		Soff-Cut150	X150 Soff cut saw with dust port
			GENERATOR
2018		36" 310WR36	36" Wayne Roy Coupler
		21071MM-0022	Sweeper - Angle Broom Skid Steer Attachment
		FS413	18" walk behind saw
		22084MM-0022	Sweeper - Angle Broom Skid Steer Attachment
			Cribbing Bucket
			Plate Compactor attachment
		PACIV13H	CONCRETE SAW
		TS400	14" SAW
		BS700	JUMPING JACK
		469673	GENERATOR
		1- 16" bucket	2- 9" buckets
		24" Bucket WR	12" Bucket WR
			3 Kwik disconnects buckets
		filed small tools 15'	3/4 HP Concrete Vibrator
		filed small tools 15'	Elec rebar/steel rod cutter



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Myers Concrete Construction, LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY, 2103 CityWest Blvd., Suite 1300, Houston, TX 77042,** as surety, hereinafter called the "Surety," are held and firmly bound unto City of Dripping Springs as obligee, hereinafter called the Obligee, in the sum of 5% of the greatest amount bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Road Repairs - Ranch House.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 18th day of May, 2023.

Principal:
Myers Concrete Construction, LP

By: [Signature]
Signature

Name: Clark Myers
Title: Project Manager

SureTec Insurance Company

By: [Signature]
Signature

Name: **Jennifer Webb**
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA #: 4221235

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Scott Burton, Shawn Claiborne, Jennifer Webb, Ene delia Phillips

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million, Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 19th day of May, A.D. 2021.

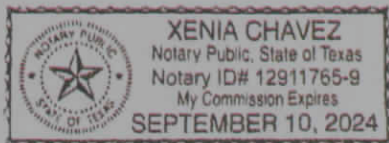
SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President



State of Texas 88:
County of Harris

On this 19th day of May, A.D. 2021 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 18th day of May, 2023, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221235
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE

**Statutory Complaint
Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

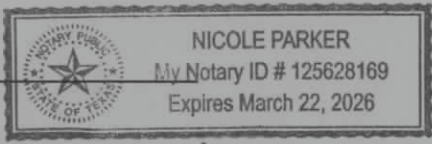
CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form: <i>Clark Myers</i>
Name of Company: <i>Myers Concrete Construction, LP</i>
Date: <i>5/18/2023</i>
Signature of person submitting form: <i>[Handwritten Signature]</i>

NOTARIZED:

Sworn and subscribed before me, by <u><i>Nicole Parker</i></u> on <u><i>May 18, 2023</i></u> (date)	
---	--



MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

Item # 17.

Statement of Bidders Qualification

Company Name: *Myers Concrete Construction, LP*
Address: *PO Box 2928 Wimberley, TX. 78676*
Phone: *512/847-8000 Fax: 512/847-3831*

Ownership: *Limited Partnership* Organized: *1/6/06 as an LP*
Years Company has been engaged under present name: *17 as an LP, 27 as an Inc.*
Former names of the company, including dates under each name: *Myers Construction, Inc- 27yrs*

General Character of work performed by company- *Concrete & Asphalt Construction*

Our company has *NEVER* failed to complete, default, or be terminated on a project.

Our company has *NEVER* assessed any Liquidated Damages on a project.

Our company has *NEVER* had any involvement in any prior, pending or threatened claims or litigations alleging 1) non-compliance by your company with any obligations under any current contract or previous contract within the last five years, or 2) any error or omission by our company in performing services under any current contract or previous contract with the last five years.

Our company *WILL* be able to meet the insurance requirements and provide certificates of insurance as specified in the general and supplemental conditions of the contract.

Our company *DOES* certify that it is not in arrears in the payment of any obligations to the Owner, including, without limitation, property or sales taxes, fees or utilities charges.

Bank References: *Ozona National Bank- Kelly Murphy, President*
Po Box 528, Wimberley, TX. 78676
512-847-8200 Phone

A detailed financial statement will be provided if required.

Our principal place of business is in the state of Texas which makes us a *RESIDENT* bidder

Statement of Qualification continued pg.2

Do you certify that all of the following are true and correct concerning your company's bid:

YES- That you are fully informed of the contents of the bid and the circumstances of its preparation

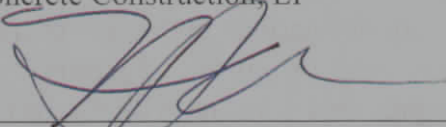
YES- That your bid is genuine and is not a collusive or sham bid

YES- That neither you nor anyone else action on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of San Antonio or any other bidder; and ,

YES- The price quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

I authorize and request any person or firm to furnish any information requested by the Bidder to verify the information contained in this statement of bidder's qualifications.

Myers Concrete Construction, LP

By: 

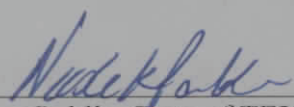
Date: May 18, 2023

Charlene Myers, President

State of TEXAS
County of HAYS

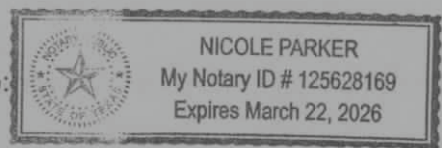
Charlene Myers, being duly sworn deposes and says that she is President of Myers Concrete Construction, LP and that all of the information and responses contained in this Statement of Bidders Qualifications re true and correct.

Subscribed and sworn to before me on the 18 day of May, 2023.



Notary Public, State of TEXAS

Notary stamp:





MYERS CONCRETE CONSTRUCTION, LP.
2301 FM 3237
WIMBERLEY, TX 78676
PHONE 512-847-8000
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

Federal Tax ID# 33-1107017 DUNS#062410899

HUB#1331107017400/ WBE#MYE8321732/ SCTRCA#211026246/ SEBEDA#10020505

Organization Structure

Myers Concrete Construction, LP. is led by Charlene and Randy Myers. Charlene and Randy have owned and operated Myers Concrete for over 40 years.

Randy Myers oversees operations.

Chase Botkin serves as our General Manager over Field Operations & Chief Estimator

Tim Green assists in the field as a Supervisor.

Jeremy Cuevas assists in the field as a Supervisor.

Joe Barcenas assists in the field as a Supervisor.

Cade Patterson is Myers Concrete Technical Supervisor and Estimator.

Clark Myers is Chief Estimator

Lacey Peace is in charge of purchasing, ordering, and submittals.

Nicole Parker handles all the contract documents and pay applications

Becky Beaty handles all H/R, Payroll and Payables.

Contact List

Randy Myers	Vice President	512-753-6800	randy@myersconcrete.com
Chase Botkin	GM/Superintent	512-633-5229	chase@myersconcrete.com
Clark Myers	Estimator	512-618-1985	clark@myersconcrete.com
Tim Green	Asst. Supervisor	512-757-0355	tim@myersconcrete.com
Jeremy Cuevas	Asst. Supervisor	512-648-0592	jeremy@myersconcrete.com
Joe Barcenas	Asst. Supervisor	512-753-6481	joe@myersconcrete.com
Cade Patterson	Sales/Estimating	512-393-1992	cade@myersconcrete.com
Nicole Parker	A/R & Contract Mgr.	512-847-8000	nicole@myersconcrete.com
Becky Beaty	P/R Manager	512-847-8000	becky@myersconcrete.com

Myers Concrete Construction, LP
2301 FM 3237
Wimberley, TX. 78676
512-847-8000 Office

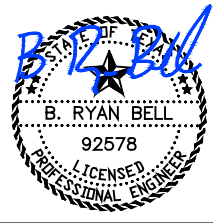
REVISION BLOCK					
NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE

CONSTRUCTION PLANS FOR RANCH HOUSE ROAD PHASE 2

APRIL 2023

PROJECT # PARKS-2023-0001

THESE PLANS ARE FULL SIZE AT 11" X 17"

PREPARED BY: _____

 B. RYAN BELL, P.E. _____
 DATE: 4/27/2023

RECOMMENDED BY: _____

 CHAD GILPIN, P.E. - CITY ENGINEER _____
 DATE: 4/27/2023

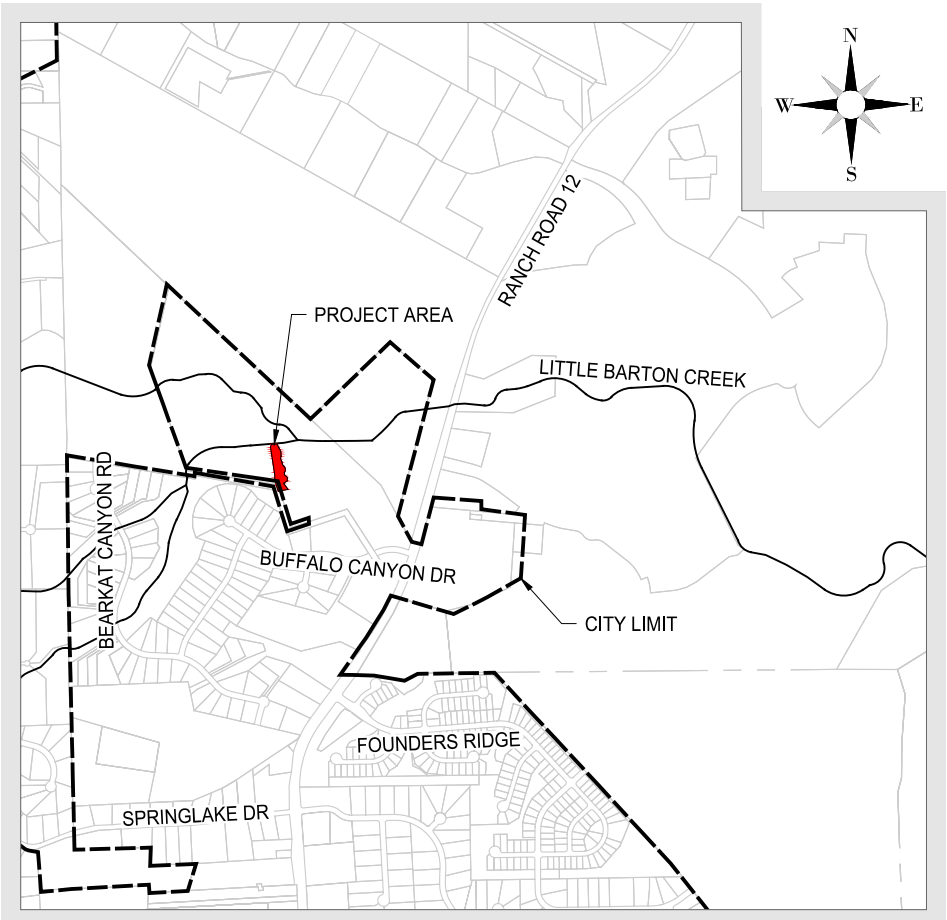
APPROVED BY: _____

 CRAIG RICE, DEPUTY PUBLIC WORKS DIRECTOR _____
 DATE: _____

CONTRACTOR: _____
 CONSTRUCTION START: _____
 CONSTRUCTION ACCEPTED: _____
 TOTAL CONSTRUCTION COST: _____

PREPARED BY:

GILPIN
 ENGINEERING COMPANY
 T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-9266
 9701 BRODIE LN, SUITE 203
 AUSTIN, TX 78748
 PH: 512.220.8100



APPROX. SCALE: 1" = 2,000'
 PREPARED FOR:
CITY OF DRIPPING SPRINGS, TEXAS



Sheet List Table	
Sheet Number	Sheet Title
1	COVERSHEET
2	GENERAL NOTES
3	QUANTITY SUMMARY
4	OVERALL SITE PLAN
5	HORIZONTAL ALIGNMENT DATA
6	EXISTING CONDITIONS & DEMO PLAN (1 OF 2)
7	EXISTING CONDITIONS & DEMO PLAN (2 OF 2)
8	PAVING PLAN (1 OF 3)
9	PAVING PLAN (2 OF 3)
10	PAVING PLAN (3 OF 3)
11	TYPICAL SECTIONS
12	ROADWAY DETAILS
13	GRADING POINTS & TREE LIST
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16	TRAFFIC CONTROL PLAN - PH 2 (1 OF 2)
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18	TRAFFIC CONTROL PLAN - PH 3
19	TRAFFIC CONTROL DETAILS
20	DRAINAGE AREA MAP
21	CHANNEL & CULVERT LAYOUT
22	DRAINAGE DETAILS (CH-FW-0)
23	DRAINAGE DETAILS (SETP-CD)
24	DRAINAGE DETAILS (SETP-CD)
25	EROSION & SEDIMENTATION CONTROL PLAN (1 OF 2)
26	EROSION & SEDIMENTATION CONTROL PLAN (2 OF 2)
27	ESC DETAILS
28	ESC DETAILS (EC(2)-16)

- NOTES:
1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS AND IS ZONED PP PUBLIC PARK.
 2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
 3. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COORDINATES AND DISTANCES SHOWN HEREON ARE IN GRID.
 4. A PORTION OF THIS PROJECT LIES WITHIN ZONE AE AS IDENTIFIED BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C01005F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS. NO FILL IS BEING PLACED WITHIN THE FLOODWAY AS PART OF THE PROPOSED DRAINAGE AND ROADWAY IMPROVEMENTS.
 5. THE PROPOSED IMPROVEMENT PLANS WERE PREPARED WITH THE BEST INFORMATION AVAILABLE THROUGH SURVEY, RECORD DRAWINGS, AND FIELD OBSERVATIONS. PER DIRECTION FROM THE CITY, GEOTECHNICAL PAVEMENT ANALYSIS AND RECOMMENDATIONS WERE NOT PERFORMED AS PART OF THE PROJECT.
 6. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.

A. GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING FOR THE LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES:
 - TEXAS EXCAVATION SAFETY SYSTEM (TESS) 1-800-245-4545
 - TEXAS ONE CALL SYSTEM (TOCS) 1-800-344-8377
2. PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.
3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.
4. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
5. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
6. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
7. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
8. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
9. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY.
10. CONTRACTOR SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. RECORD SHALL BE KEPT IN AN ONSITE SET OF MARKED-UP RECORD DRAWINGS.
11. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
12. CONTRACTOR SHALL STRIP SIX (6) INCHES OF TOPSOIL FROM ALL AREAS SUBJECT TO GRADE MODIFICATION. REMOVE ALL AREAS OF WEAK SOIL.
13. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
14. UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.
15. ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
16. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
17. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TxDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TxDOT BARRICADE AND CONSTRUCTION STANDARDS.
18. RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY CONSTRUCTION STANDARDS.
19. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
20. ALL WORK IS TO BE PERFORMED BETWEEN THE FOLLOWING HOURS:
8:00 A.M. TO 5:00 P.M. MONDAY - FRIDAY
ALL WORK REQUIRING CITY INSPECTION SHALL BE PERFORMED MONDAY THRU FRIDAY. THE CITY RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
21. THE CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF ANY WORK TO BE ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED DURING THE PROGRESS OF THE WORK, WHEN SUCH CONDITIONS OR OBSTACLES ARE READILY APPARENT UPON A VISIT TO THE SITE. IF THERE ARE ANY QUESTIONS OF THIS REGARD OR IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS.
22. IN THOSE CASES WHERE FIXED FEATURES REQUIRE, THE DESIGN SLOPES INDICATED HEREIN AND ON THE CROSS SECTIONS MAY BE MODIFIED IN THE FIELD AS DETERMINED BY THE CITY IF EXISTING CONDITIONS SO REQUIRE.

23. ACCESS TO RESIDENCES, BUSINESSES, AND DRIVEWAYS ALONG THE PROJECT MUST RECEIVE PRIORITY BY THE CONTRACTOR.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF HIS MATERIALS AND EQUIPMENT FROM THEFT, VANDALISM, ANIMALS, FIRE, ETC. WHILE SAID MATERIALS AND EQUIPMENT ARE ON THE PROJECT, WHETHER STORED OR INSTALLED IN PLACE, UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE CITY.

B. ENVIRONMENTAL NOTES

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL DISTURBED AREAS TO BE RESTORED UPON COMPLETION OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE FOR RE-VEGETATION ACTIVITIES. ALL MATERIALS AND LABOR SHALL BE SUBSIDIARY TO OTHER BID ITEMS.
4. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1-1/2 INCHES HIGH WITH 85% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
5. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
6. THE CONTRACTOR TO SEED, SOD OR HYDROMULCH ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ALL IRRIGATION WATER REQUIRED TO ESTABLISH GRASS TO THE REQUIRED 85% COVERAGE.
7. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
8. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
9. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) IN ADDITION TO THE FENCING.
10. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
11. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
12. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.) ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "**NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES**").
13. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING 1/4 INCH TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL.

C. EROSION & SEDIMENT CONTROL - SEQUENCE OF CONSTRUCTION:

1. TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS INDICATED ON THE APPROVED SITE PLAN CONSTRUCTION PLAN AND IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE POSTED ON THE SITE. INSTALL TREE PROTECTION, INITIATE TREE MITIGATION MEASURES AND CONDUCT "PRE - CONSTRUCTION" TREE FERTILIZATION (IF APPLICABLE).
2. THE ENVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR DESIGNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE REVISED, IF NEEDED, TO COMPLY WITH CITY INSPECTORS' DIRECTIVES, AND REVISED CONSTRUCTION SCHEDULE RELATIVE TO THE WATER QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN.
3. THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE EROSION SEDIMENTATION CONTROL PLAN (ESC) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE.
4. BEGIN SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES.
5. COMPLETE CONSTRUCTION AND START RE-VEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING.
6. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL RE-VEGETATION RESULTING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND REHABILITATION OF THE WATER QUALITY PONDS OR CONTROLS.

D. STREET AND DRAINAGE NOTES:

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE CITY'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING.
2. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95% MAXIMUM DENSITY TO WITHIN 3" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION. THE REMAINING 3" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUSTAINING PLANT LIFE.
3. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT INCLUDING GAS, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 30" BELOW SUBGRADE UNLESS OTHERWISE SPECIFIED ON THE PLAN.
4. ALL R.C.P. SHALL BE MINIMUM CLASS III.

E. TRAFFIC CONTROL:


1. IMPLEMENT ONE-LANE, TWO-WAY TRAFFIC CONTROL IN ACCORDANCE WITH TCP(1-2)-18.
2. ALL LANES SHALL BE OPENED TO TRAFFIC AT THE END OF EACH WORK DAY.
3. TRAFFIC CONTROL PLANS SHOWN WITHIN THESE PLANS ARE A MINIMUM REQUIREMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL SIGNS, BARRICADES, FLAGMEN OR OTHER TRAFFIC CONTROL DEVICES AS NECESSARY FOR THE SAFETY OF THE TRAVELING PUBLIC. ALL TRAFFIC CONTROLS SHALL BE COMPLIANT WITH CURRENT TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. THE CONTRACTOR MAY SUBMIT ALTERNATE TRAFFIC CONTROL PLANS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
5. ACCESS TO ALL DRIVES, SIDE ROADS, BARNS, STABLES AND GATES, BOTH PUBLIC AND PRIVATE, ARE TO BE MAINTAINED AT ALL TIMES.

Item # 17.



T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:



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REVISIONS:

NO.	REVISION	DATE

DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: PARKS-2023-0001



PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

SHEET TITLE:
GENERAL NOTES

SCHEDULE OF QUANTITIES:

TXDOT SPEC	ITEM DESCRIPTION	UNITS	BASE BID	ADD ALT 1	COMBINED TOTAL
			QTY	QTY	QTY
0100 6001	PREPARING ROW	AC	1.28	0.43	1.71
0104 6021	REMOVING CONC (CURB)	LF	8	8	16
0110 6001	EXCAVATION (ROADWAY)	CY	894	315	1,209
0110 6002	EXCAVATION (CHANNEL)	CY	54	0	54
0164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	1,407	444	1,851
0247 6382	FL BS (CMP IN PLC)(TY A GR 5)(8")	SY	2,619	1,134	3,753
0310 6001	PRIME COAT (MULTI OPTION)	GAL	534	227	761
0432 6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	40	0	40
0464 6017	RC PIPE (CL IV)(18 IN)	LF	56	0	56
0466 6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EA	1	0	1
0467 6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	2	0	2
0500 6001	MOBILIZATION	LS	1	0	1
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	0	2
0506 6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	30	0	30
0506 6011	ROCK FILTER DAMS (REMOVE)	LF	30	0	30
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	944	523	1,467
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	944	523	1,467
0506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	50	35	85
0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	50	35	85
0529 6001	CONCRETE CURB	LF	8	8	16
0529 6032	CONCRETE GUTTER (MODIFIED)	LF	541	380	921
0531 6001	CONC SIDEWALKS (4")	SY	34	0	34
0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	2	0	2
0666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	325	0	325
0666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	42	0	42
0666 6197	REFL PAV MRK TY II (W) (SYMBOL)	EA	2	0	2
1004 6001	TREE PROTECTION	EA	20	2	22
3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)(8 IN)	SY	39	0	39
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	2,670	1,131	3,801
5057 6001	PRECAST CONCRETE WHEEL STOPS	EA	2	0	2

ADD ALTERNATE 1

ALL PROPOSED WORK SHOWN ON THE PLANS BETWEEN STA 15+68.55 - 20+00.00

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE HAYS COUNTY SPECIFICATIONS FOR ROADWAY DESIGN, PAVING AND DRAINAGE ARE IN CONFLICT WITH TXDOT SPECIFICATIONS LISTED ABOVE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

THERE WILL BE NO SEPARATE PAY ITEM FOR TEMPORARY WATER FOR IRRIGATION AND ESTABLISHMENT OF GRASSES. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

THERE WILL BE NO SEPARATE PAY ITEM FOR FURNISHING AND PLACING TOPSOIL. ON-SITE EXCAVATED SOILS OR ON-SITE SOIL STOCKPILES LOCATED NEAR THE RANCH HOUSE PAVILION CENTER MAY BE USED FOR TOPSOIL AND SHOULDER EMBANKMENT PURPOSES UPON APPROVAL BY THE ENGINEER.

TXDOT ITEM 110 - EXCAVATION (ROADWAY)

REMOVAL OF EXISTING ASPHALT AND BASE MATERIAL SHALL BE SUBSIDIARY TO THIS PAY ITEM.

TXDOT ITEM 351- CONC SIDEWALKS

RELOCATING EXISTING WOODEN PEDESTRIAN FENCE & RECONSTRUCTING PORTION OF EXISTING WOOD FENCE IS SUBSIDIARY TO THIS PAY ITEM.

TXDOT ITEM 666 - REFLECTORIZED PAVEMENT MARKINGS

GLASS BEADS ARE NOT REQUIRED FOR PARKING PAVEMENT MARKINGS.

TXDOT ITEM 3076 - HOT MIX ASPHALT CONCRETE PAVEMENT

HMAC, TACK COAT AND PRIME COAT SHALL BE APPLIED AT THE FOLLOWING RATES:

HMAC TY B	115 LB/SY/IN
HMAC TY D	115 LB/SY/IN
PRIME COAT	0.2 GAL/SY



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REVISIONS:

NO.	REVISION	DATE

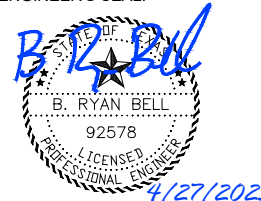
DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: PARKS-2023-0001



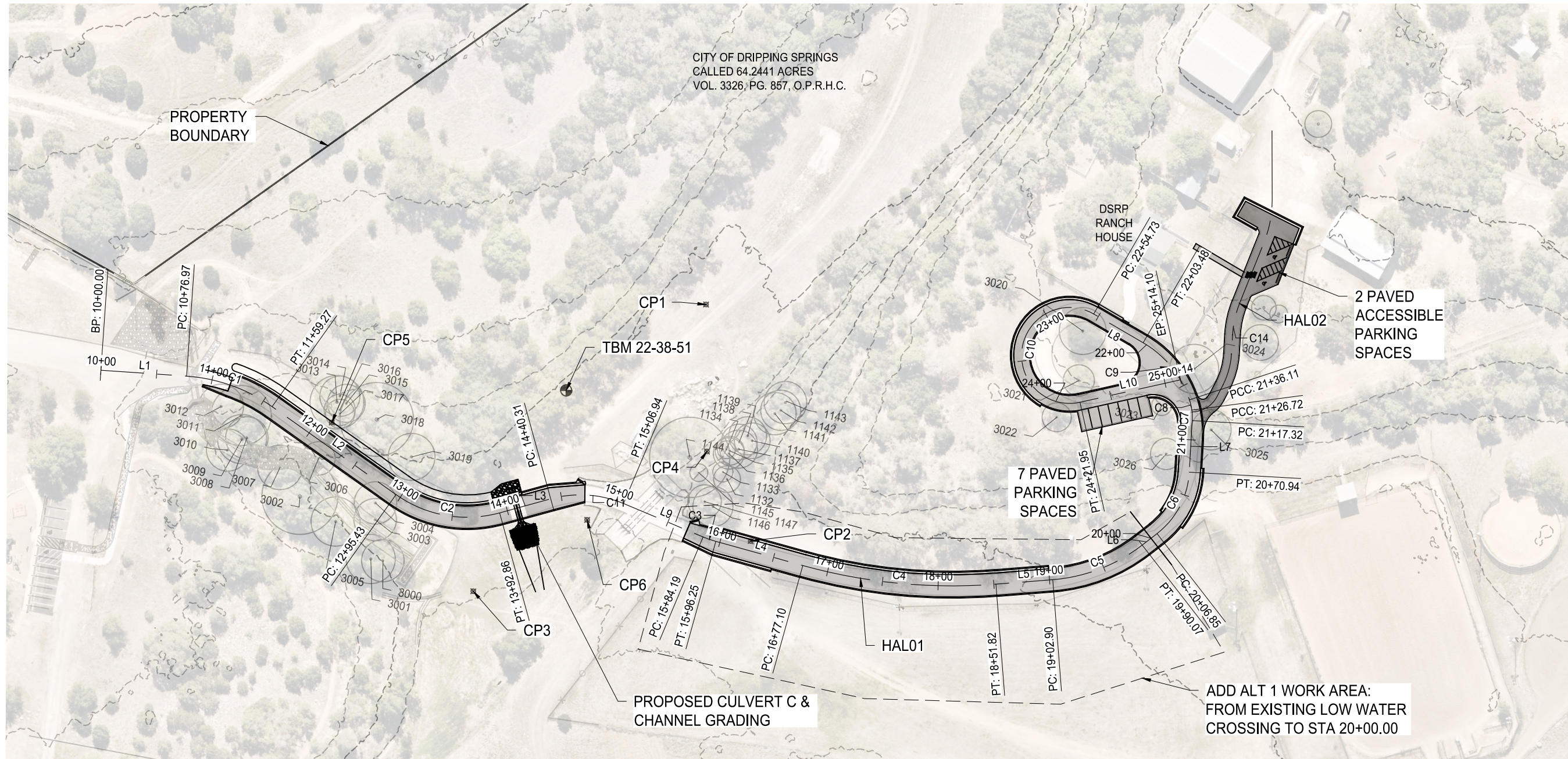
PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

SHEET TITLE:
**SCHEDULE OF
QUANTITIES**

ENGINEER'S SEAL:



CITY OF DRIPPING SPRINGS
 CALLED 64.2441 ACRES
 VOL. 3326, PG. 857, O.P.R.H.C.



NOTES:

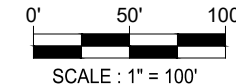
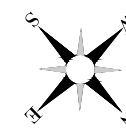
- SEE ROADWAY DETAILS SHEET 11 FOR PROPOSED ROADWAY TYPICAL SECTIONS.
- CONTRACTOR SHALL TIE PROPOSED PAVEMENT TO EXISTING GROUND, MAINTAIN EXISTING DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL RE-VEGETATE ALL DISTURBED AREAS.
- CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
- CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTRUCTIONS THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.

BENCHMARK:
 TBM 22-38-51: COTTON SPINDLE SET IN ELM TREE, 120' SOUTH OF CREEK, 100' WEST OF ASPHALT ROAD. ELEVATION 1,10.52 FT

PAVED PARKING SUMMARY:
 NEW SPACES: 7
 NEW ACCESSIBLE SPACES: 2
 NEW SPACES TOTAL: 9

CONTROL POINT SUMMARY

POINT ID	NORTHING	EASTING	ELEVATION
TBM1	13991844.0200'	2256189.6390'	1150.52'
CP1	13991875.0100'	2256045.8680'	1149.02'
CP2	13992055.7700'	2256163.5470'	1147.77'
CP3	13991916.5500'	2256374.2430'	1145.27'
CP4	13991970.7000'	2256136.3550'	1144.40'
CP5	13991719.6662'	2256361.2247'	1151.76'
CP6	13991940.8300'	2256256.2820'	1145.96'



LEGEND

- PROPOSED ASPHALT PAVEMENT
- BENCHMARK
- CONTROL POINT
- EXIST TREE TO REMAIN
- EXIST 5' CONTOUR
- EXIST 25' CONTOUR

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REVISIONS:

NO.	REVISION	DATE

DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: PARKS-2023-0001



PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

SHEET TITLE:
OVERALL SITE PLAN

BEGIN HAL01
N 13,991,542.7907 E 2,256,478.2823 10+00.00

BEGIN LINE 1 (L1)
N42° 19' 36"W 76.97'
N 13,991,599.6968 E 2,256,426.4532 10+76.97
END LINE 1 (L1)

BEGIN CURVE 1 (C1)
BC N 13,991,599.6968 E 2,256,426.4532 10+76.97
CTR N 13,991,700.7003 E 2,256,537.3508
PI N 13,991,630.9064 E 2,256,398.0280

DIRECTION BACK N42° 19' 36"W
RADIUS 150.00'
DELTA 31°26'10"(RT)
LENGTH 82.30'
TANGENT 42.21'
CHORD DIRECTION N26° 36' 31"W DISTANCE 81.27'
DIRECTION AHEAD N10° 53' 26"W

EC N 13,991,672.3602 E 2,256,390.0524 11+59.27
END CURVE 1 (C1)

BEGIN LINE 2 (L2)
N10° 53' 26"W 136.16'
N 13,991,806.0633 E 2,256,364.3280 12+95.43
END LINE 2 (L2)

BEGIN CURVE 2 (C2)
BC N 13,991,806.0633 E 2,256,364.3280 12+95.43
CTR N 13,991,785.2806 E 2,256,256.3091
PI N 13,991,857.2958 E 2,256,354.4709

DIRECTION BACK N10° 53' 26"W
RADIUS 110.00'
DELTA 50°44'57"(LT)
LENGTH 97.43'
TANGENT 52.17'
CHORD DIRECTION N36° 15' 55"W DISTANCE 94.28'
DIRECTION AHEAD N61° 38' 23"W

EC N 13,991,882.0782 E 2,256,308.5606 13+92.86
END CURVE 2 (C2)

BEGIN LINE 3 (L3)
N61° 38' 23"W 47.45'
N 13,991,904.6191 E 2,256,266.8028 14+40.31
END LINE 3 (L3)

BEGIN CURVE 11 (C11)
BC N 13,991,904.6191 E 2,256,266.8028 14+40.31
CTR N 13,991,992.6170 E 2,256,314.3042
PI N 13,991,921.0557 E 2,256,236.3534

DIRECTION BACK N61° 38' 23"W
RADIUS 100.00'
DELTA 38°10'25"(RT)
LENGTH 66.63'
TANGENT 34.60'
CHORD DIRECTION N42° 33' 10"W DISTANCE 65.40'
DIRECTION AHEAD N23° 27' 58"W

EC N 13,991,952.7964 E 2,256,222.5745 15+06.94
END CURVE 11 (C11)

BEGIN LINE 9 (L9)
N23° 27' 58"W 77.25'
N 13,992,023.6600 E 2,256,191.8121 15+84.19
END LINE 9 (L9)

BEGIN CURVE 3 (C3)
BC N 13,992,023.6600 E 2,256,191.8121 15+84.19
CTR N 13,991,985.8305 E 2,256,104.6689
PI N 13,992,029.1994 E 2,256,189.4074

DIRECTION BACK N23° 27' 58"W
RADIUS 95.00'
DELTA 7°16'28"(LT)
LENGTH 12.06'
TANGENT 6.04'
CHORD DIRECTION N27° 06' 12"W DISTANCE 12.05'
DIRECTION AHEAD N30° 44' 25"W

EC N 13,992,034.3897 E 2,256,186.3207 15+96.25
END CURVE 3 (C3)

BEGIN LINE 4 (L4)
N30° 44' 25"W 80.85'
N 13,992,103.8804 E 2,256,144.9939 16+77.10
END LINE 4 (L4)
BEGIN CURVE 4 (C4)
BC N 13,992,103.8804 E 2,256,144.9939 16+77.10
CTR N 13,991,848.3061 E 2,255,715.2477
PI N 13,992,179.7405 E 2,256,099.8792

DIRECTION BACK N30° 44' 25"W
RADIUS 500.00'
DELTA 20°01'18"(LT)
LENGTH 174.72'
TANGENT 88.26'
CHORD DIRECTION N40° 45' 04"W DISTANCE 173.84'
DIRECTION AHEAD N50° 45' 44"W

EC N 13,992,235.5695 E 2,256,031.5184 18+51.82
END CURVE 4 (C4)

BEGIN LINE 5 (L5)
N50° 45' 44"W 51.07'
N 13,992,267.8741 E 2,255,991.9624 19+02.90
END LINE 5 (L5)

BEGIN CURVE 5 (C5)
BC N 13,992,267.8741 E 2,255,991.9624 19+02.90
CTR N 13,992,151.6951 E 2,255,897.0812
PI N 13,992,296.2472 E 2,255,957.2204

DIRECTION BACK N50° 45' 44"W
RADIUS 150.00'
DELTA 33°17'51"(LT)
LENGTH 87.17'
TANGENT 44.86'
CHORD DIRECTION N67° 24' 39"W DISTANCE 85.95'
DIRECTION AHEAD N84° 03' 34"W

EC N 13,992,300.8896 E 2,255,912.6055 19+90.07
END CURVE 5 (C5)

BEGIN LINE 6 (L6)
N84° 03' 34"W 16.78'
N 13,992,302.6262 E 2,255,895.9153 20+06.85
END LINE 6 (L6)

BEGIN CURVE 6 (C6)
BC N 13,992,302.6262 E 2,255,895.9153 20+06.85
CTR N 13,992,228.0290 E 2,255,888.1532
PI N 13,992,306.1605 E 2,255,861.9496

DIRECTION BACK N84° 03' 34"W
RADIUS 75.00'
DELTA 48°57'42"(LT)
LENGTH 64.09'
TANGENT 34.15'
CHORD DIRECTION S71° 27' 35"W DISTANCE 62.16'
DIRECTION AHEAD S46° 58' 44"W

EC N 13,992,282.8617 E 2,255,836.9831 20+70.94
END CURVE 6 (C6)

BEGIN LINE 7 (L7)
S46° 58' 44"W 46.39'
N 13,992,251.2146 E 2,255,803.0707 21+17.32
END LINE 7 (L7)

BEGIN CURVE 7 (C7)
BC N 13,992,251.2146 E 2,255,803.0707 21+17.32
CTR N 13,992,214.6594 E 2,255,837.1841
PI N 13,992,248.0006 E 2,255,799.6267

DIRECTION BACK S46° 58' 44"W
RADIUS 50.00'
DELTA 10°45'52"(LT)
LENGTH 9.39'
TANGENT 4.71'
CHORD DIRECTION S41° 35' 48"W DISTANCE 9.38'
DIRECTION AHEAD S36° 12' 52"W

EC N 13,992,244.1999 E 2,255,796.8436 21+26.72
END CURVE 7 (C7)

COMPOUND CURVE

BEGIN CURVE 8 (C8)
BC N 13,992,244.1999 E 2,255,796.8436 21+26.72
CTR N 13,992,214.6594 E 2,255,837.1841
PI N 13,992,240.3992 E 2,255,794.0604

DIRECTION BACK S36° 12' 52"W
RADIUS 50.00'
DELTA 10°45'52"(LT)
LENGTH 9.39'
TANGENT 4.71'
CHORD DIRECTION S30° 49' 56"W DISTANCE 9.38'
DIRECTION AHEAD S25° 27' 00"W

EC N 13,992,236.1456 E 2,255,792.0361 21+36.11
END CURVE 8 (C8)

COMPOUND CURVE

BEGIN CURVE 9 (C9)
BC N 13,992,236.1456 E 2,255,792.0361 21+36.11
CTR N 13,992,196.1813 E 2,255,876.0114
PI N 13,992,204.3251 E 2,255,776.8925

DIRECTION BACK S25° 27' 00"W
RADIUS 93.00'
DELTA 41°30'22"(LT)
LENGTH 67.37'
TANGENT 35.24'
CHORD DIRECTION S4° 41' 49"W DISTANCE 65.91'
DIRECTION AHEAD S16° 03' 22"E

EC N 13,992,170.4596 E 2,255,786.6392 22+03.48
END CURVE 9 (C9)

BEGIN LINE 8 (L8)
S16° 03' 22"E 51.25'
N 13,992,121.2077 E 2,255,800.8142 22+54.73
END LINE 8 (L8)

BEGIN CURVE 10 (C10)
BC N 13,992,121.2077 E 2,255,800.8142 22+54.73
CTR N 13,992,133.1005 E 2,255,842.1368
PI N 13,992,226.6390 E 2,255,770.4705

DIRECTION BACK S16° 03' 22"E
RADIUS 43.00'
DELTA 222°48'15"(LT)
LENGTH 167.21'
TANGENT 109.71'
CHORD DIRECTION N52° 32' 30"E DISTANCE 80.07'
DIRECTION AHEAD N58° 51' 37"W

EC N 13,992,169.9047 E 2,255,864.3732 24+21.95
END CURVE 10 (C10)

BEGIN LINE 10 (L10)
N58° 51' 37"W 92.15'
N 13,992,217.5575 E 2,255,785.5014 25+14.10
END LINE 10 (L10)

N 13,992,217.5575 E 2,255,785.5014 25+14.10
END HAL01

Begin HAL02
N 13,992,245.5310 E 2,255,797.8529 10+00.00

BEGIN Line 11 (L11)
N51° 52' 16"W 2.55'
N 13,992,247.1042 E 2,255,795.8486 10+02.55
END Line 11 (L11)

BEGIN Curve 12 (C12)
BC N 13,992,247.1042 E 2,255,795.8486 10+02.55
CTR N 13,992,227.4386 E 2,255,780.4128
PI N 13,992,255.5193 E 2,255,785.1275

Direction Back N51° 52' 16"W
Radius 25.00'
Delta 57°11'44"(LT)
Length 24.96'
Tangent 13.63'
Chord Direction N80° 28' 08"W Distance 23.93'
Direction Ahead S70° 56' 00"W

EC N 13,992,251.0670 E 2,255,772.2461 10+27.50
END Curve 12 (C12)

BEGIN Line 12 (L12)
S70° 56' 00"W 11.75'
N 13,992,247.2293 E 2,255,761.1425 10+39.25
END Line 12 (L12)

BEGIN Curve 13 (C13)
BC N 13,992,247.2293 E 2,255,761.1425 10+39.25
CTR N 13,992,181.0696 E 2,255,784.0093
PI N 13,992,242.3861 E 2,255,747.1299

Direction Back S70° 56' 00"W
Radius 70.00'
Delta 23°55'01"(LT)
Length 29.22'
Tangent 14.83'
Chord Direction S58° 58' 29"W Distance 29.01'
Direction Ahead S47° 00' 59"W

EC N 13,992,232.2779 E 2,255,736.2840 10+68.47
END Curve 13 (C13)

BEGIN Line 13 (L13)
S47° 00' 59"W 16.85'
N 13,992,220.7890 E 2,255,723.9565 10+85.32
END Line 13 (L13)

BEGIN Curve 14 (C14)
BC N 13,992,220.7890 E 2,255,723.9565 10+85.32
CTR N 13,992,286.6283 E 2,255,662.5954
PI N 13,992,210.7977 E 2,255,713.2361

Direction Back S47° 00' 59"W
Radius 90.00'
Delta 18°29'47"(RT)
Length 29.05'
Tangent 14.65'
Chord Direction S56° 15' 52"W Distance 28.93'
Direction Ahead S65° 30' 45"W

EC N 13,992,204.7235 E 2,255,699.8998 11+14.38
END Curve 14 (C14)

BEGIN Line 14 (L14)
S65° 30' 45"W 59.51'
N 13,992,180.0586 E 2,255,645.7457 11+73.88
END Line 14 (L14)

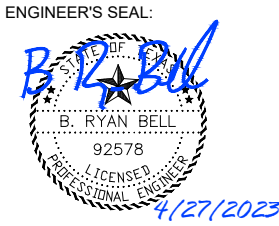
BEGIN Curve 15 (C15)
BC N 13,992,180.0586 E 2,255,645.7457 11+73.88
CTR N 13,992,089.0533 E 2,255,687.1950
PI N 13,992,172.0352 E 2,255,628.1297

Direction Back S65° 30' 45"W
Radius 100.00'
Delta 21°54'38"(LT)
Length 38.24'
Tangent 19.36'
Chord Direction S54° 33' 26"W Distance 38.01'
Direction Ahead S43° 36' 07"W

EC N 13,992,158.0177 E 2,255,614.7801 12+12.13
END Curve 15 (C15)

BEGIN Line 15 (L15)
S43° 36' 07"W 62.06'
N 13,992,113.0754 E 2,255,571.9792 12+74.19
END Line 15 (L15)

N 13,992,113.0754 E 2,255,571.9792 12+74.19
End HAL02



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REVISIONS:

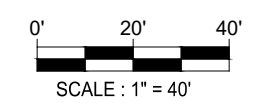
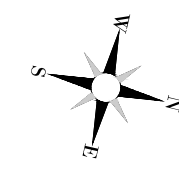
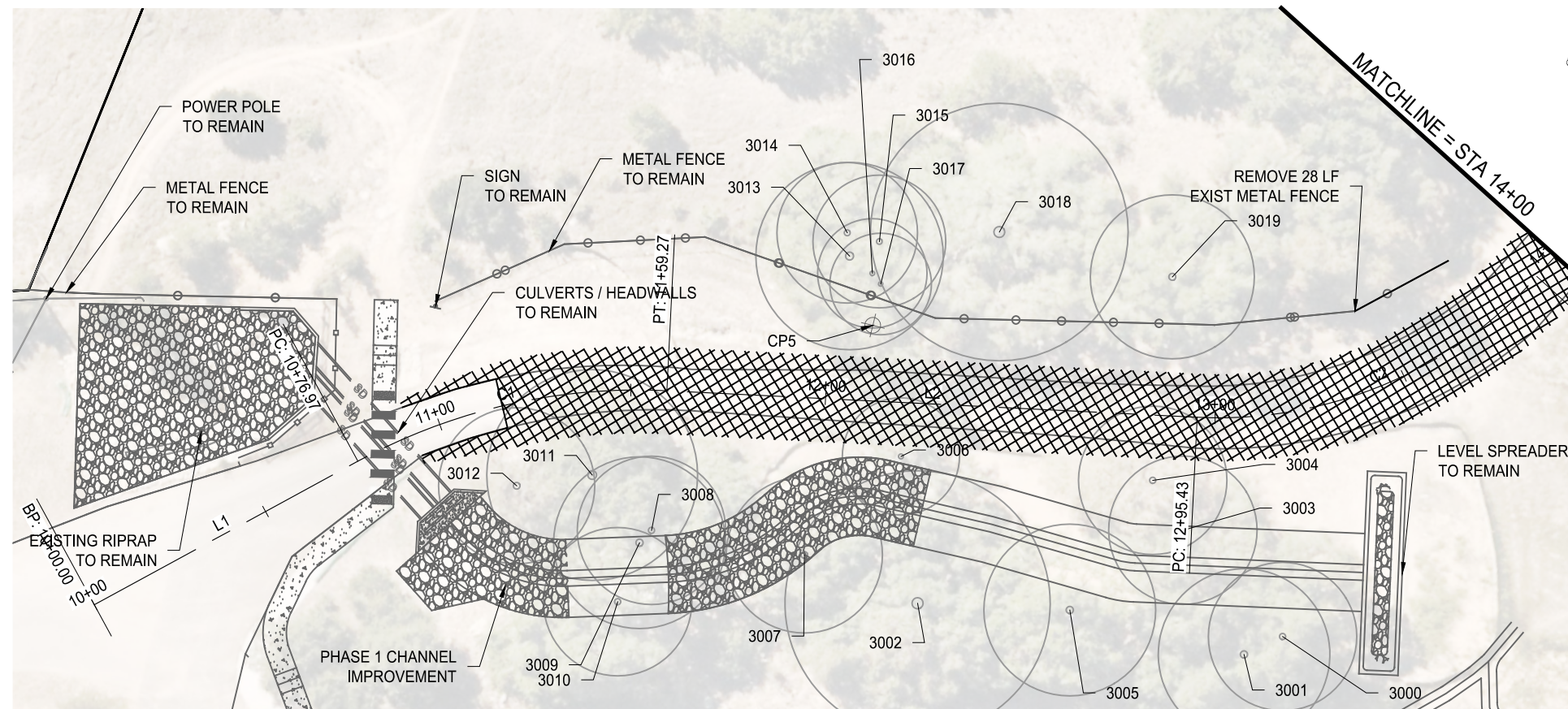
NO.	REVISION	DATE

DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: PARKS-2023-0001



PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

SHEET TITLE:
**HORIZONTAL
ALIGNMENT DATA**

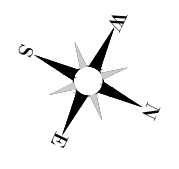
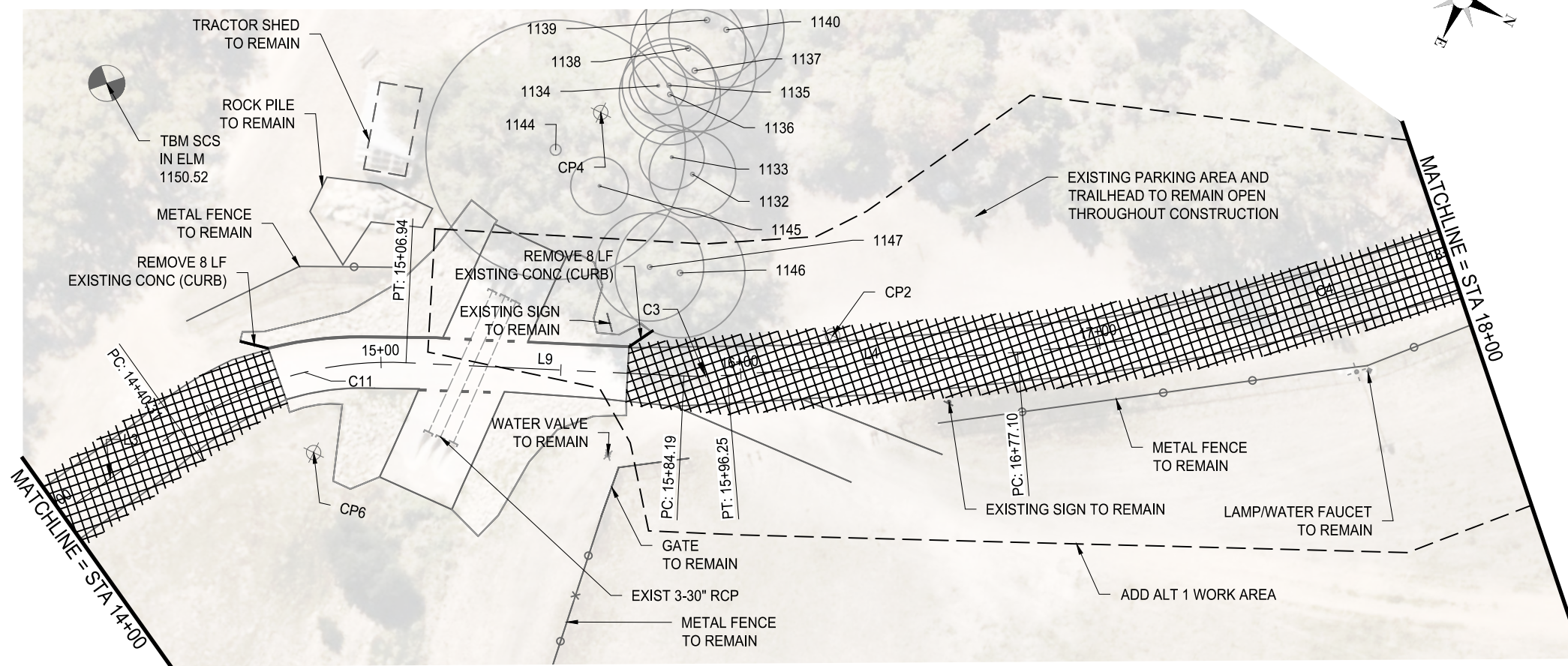


LEGEND

- REMOVE ASPHALT AND BASE
- BENCHMARK
- CONTROL POINT
- EXIST TREE TO REMAIN
- EXIST 1' CONTOUR
- EXIST 5' CONTOUR
- PROPERTY BOUNDARY

NOTES:

1. CONTRACTOR TO MATCH EXISTING GRADE, MAINTAIN EXISTING DRAINAGE CONTOURS & DRAINAGE PATTERNS UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
3. CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA, IF APPLICABLE.
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7. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
9. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
10. SEE TRAFFIC CONTROL PLAN.
11. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.



Item # 17.
GILPIN
 ENGINEERING COMPANY
 T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-8266
 9701 BRODIE LANE #203
 AUSTIN, TX 78748
 PH: 512.220.8100

ENGINEER'S SEAL:

 B. RYAN BELL
 92578
 LICENSED PROFESSIONAL ENGINEER
 4/27/2023

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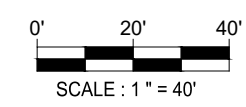
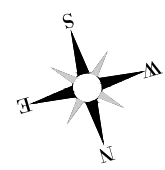
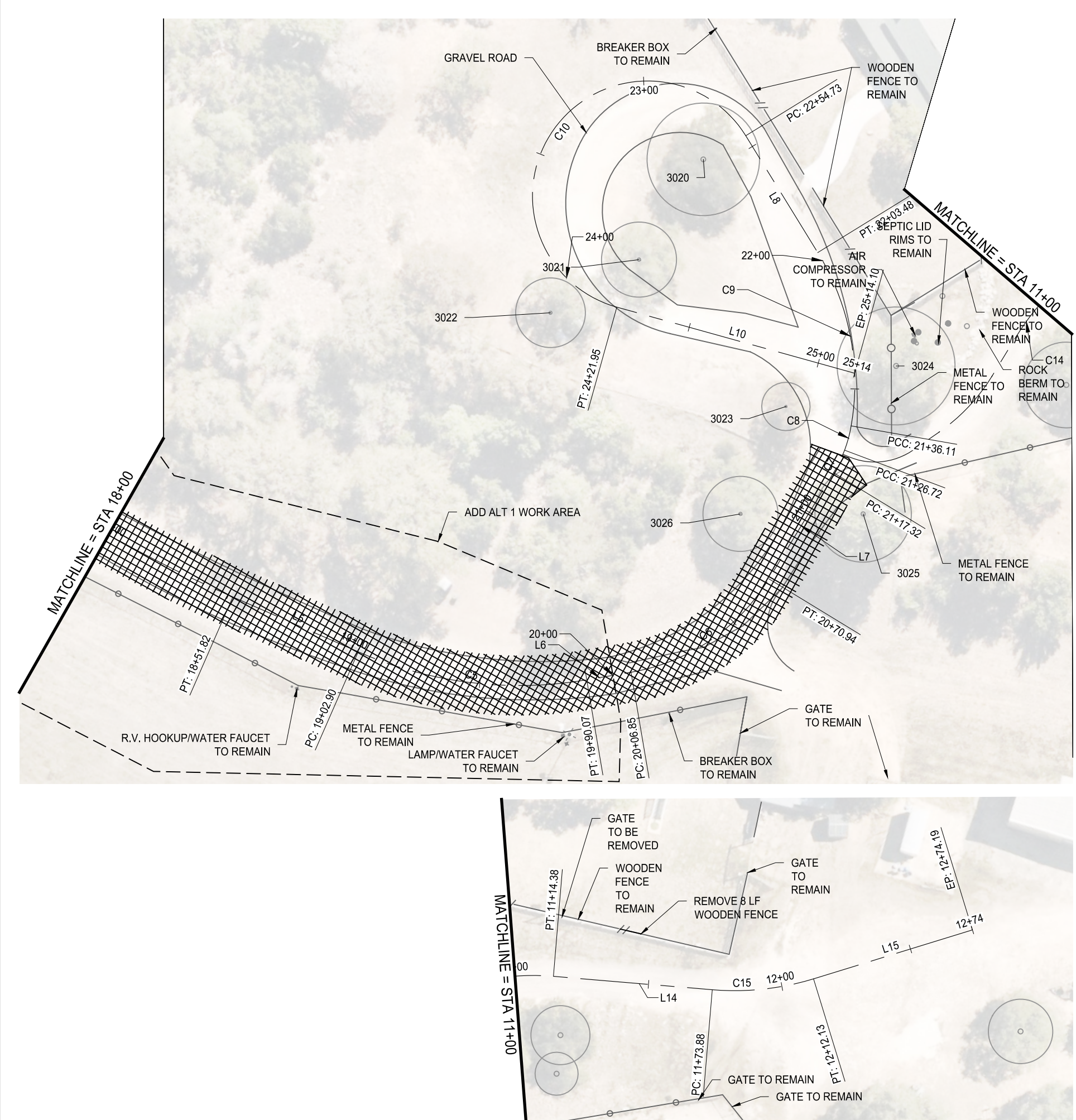
NO.	REVISION	DATE

DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: PARKS-2023-0001



PROJECT:
RANCH HOUSE ROAD
PHASE 2

SHEET TITLE:
EXISTING CONDITIONS
& DEMOLITION PLAN
 1 OF 2

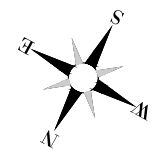


LEGEND

- REMOVE ASPHALT AND BASE
- BENCHMARK
- CONTROL POINT
- EXIST TREE TO REMAIN
- EXIST 1' CONTOUR
- EXIST 5' CONTOUR
- PROPERTY BOUNDARY

NOTES:

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10. SEE TRAFFIC CONTROL PLAN.
11. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.



Item # 17.

GILPIN
ENGINEERING COMPANY

T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

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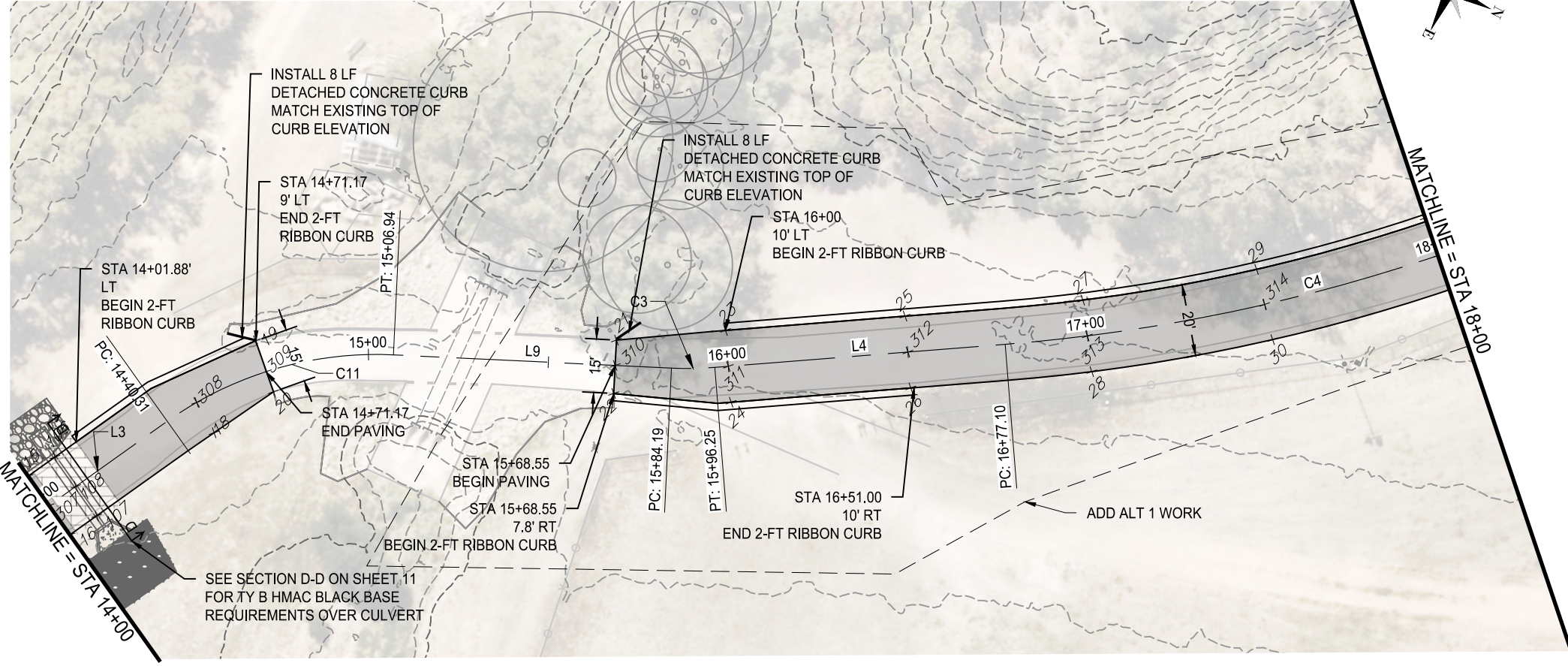
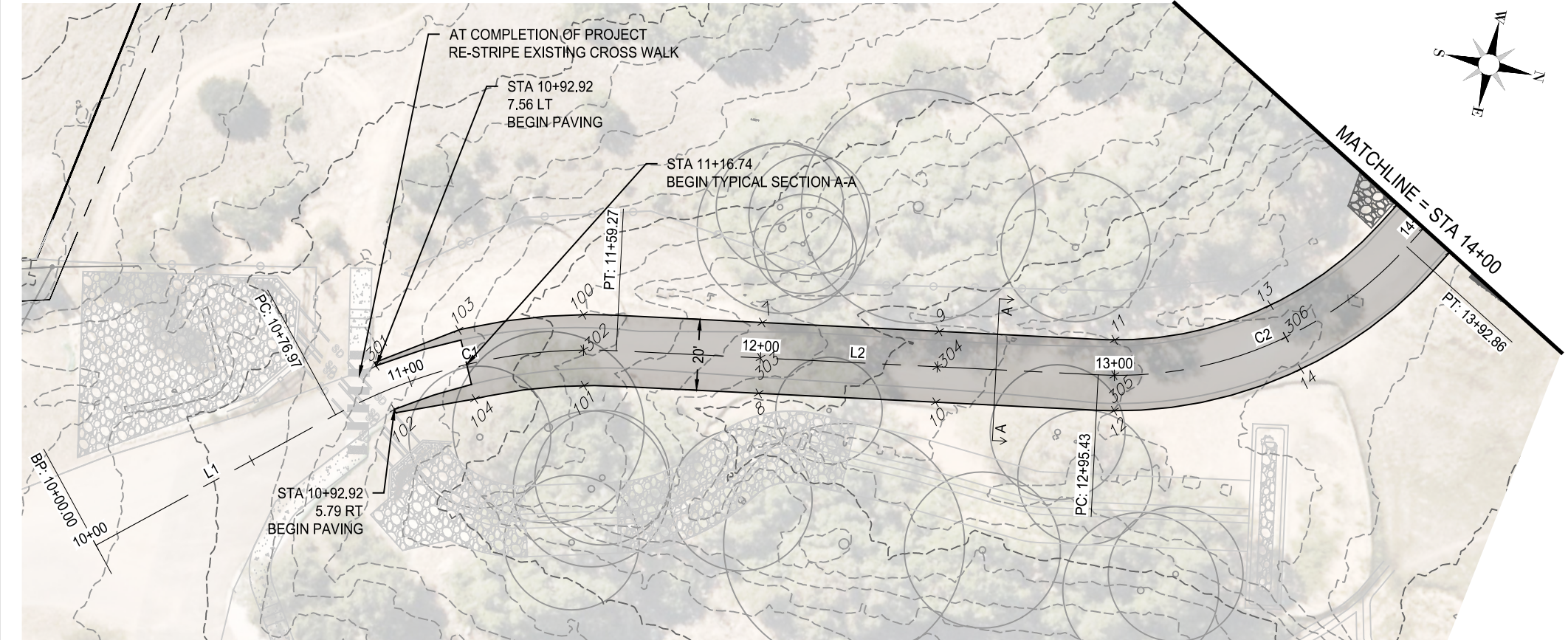
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PROJ #: PARKS-2023-0001



PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

SHEET TITLE:
**EXISTING CONDITIONS
& DEMOLITION PLAN
2 OF 2**



0' 20' 40'

SCALE : 1" = 40'

LEGEND

- PROPOSED ASPHALT PAVEMENT
- BENCHMARK
- EXIST TREE TO REMAIN
- EXIST 1' CONTOUR
- EXIST 5' CONTOUR
- XXX
x DESIGN POINT: SEE POINT SUMMARY TABLE SHEET 5

- NOTES:**
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 6. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.
 7. REFER TO ROADWAY POINT TABLE SUMMARY ON THE GRADING POINTS & TREE LIST SHEET 13.

Item # 17.

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T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

B. Ryan Bell

B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
4/27/2023

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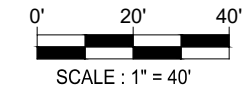
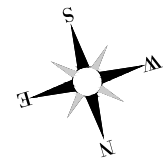
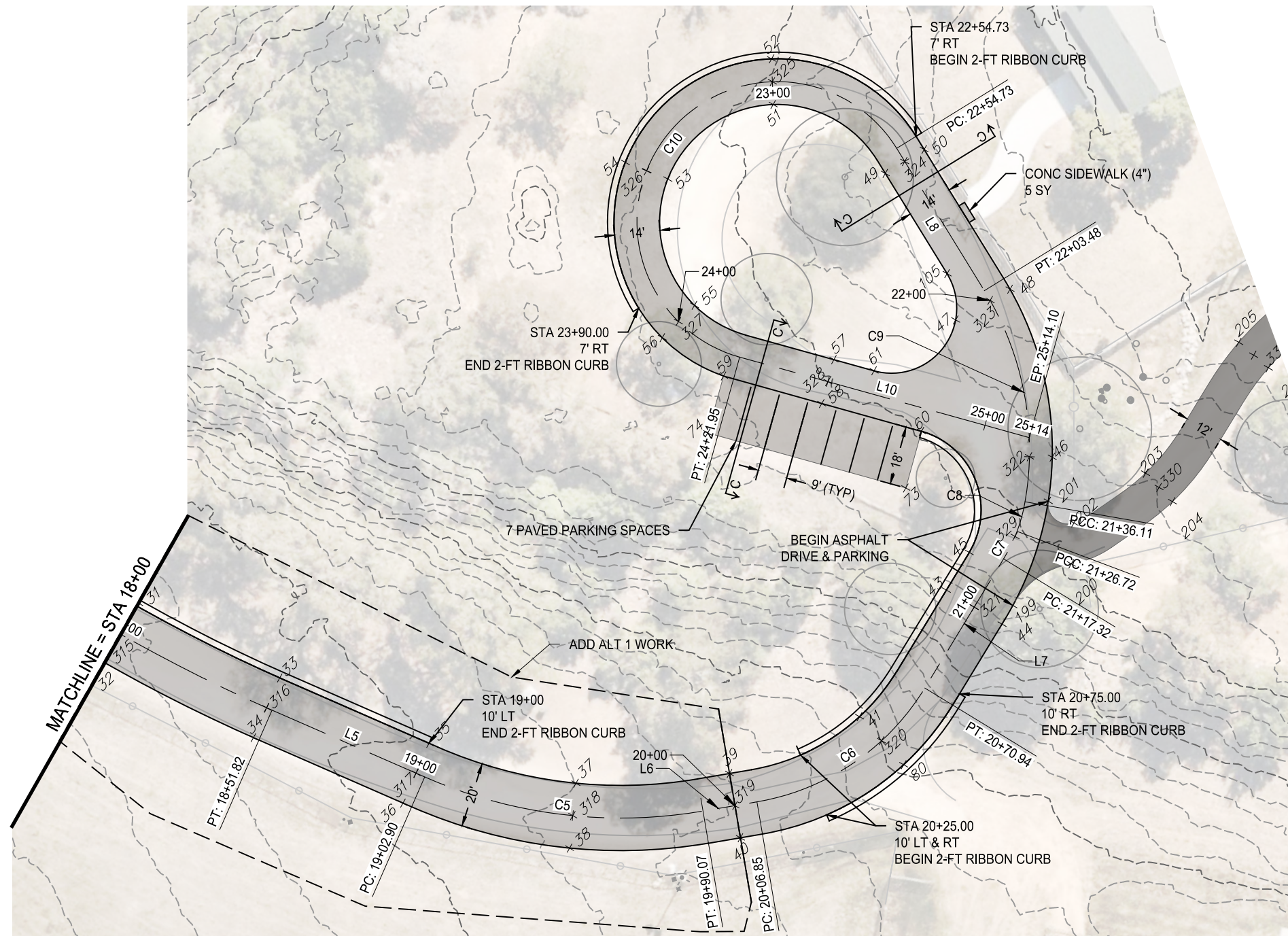
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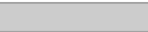






PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

SHEET TITLE:
**PAVING PLAN
(1 OF 3)**



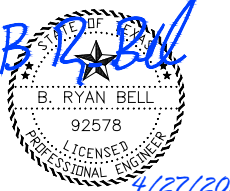
LEGEND

-  PROPOSED ASPHALT PAVEMENT
-  BENCHMARK
-  EXIST TREE TO REMAIN
-  EXIST 1' CONTOUR
-  EXIST 5' CONTOUR

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NO.	REVISION	DATE

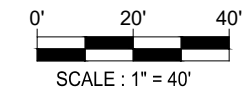
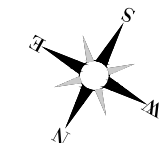
DATE: 4/27/2023
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PROJECT:
RANCH HOUSE ROAD
PHASE 2

SHEET TITLE:
PAVING PLAN
(2 OF 3)

ENGINEER'S SEAL:



LEGEND

- PROPOSED ASPHALT PAVEMENT
- BENCHMARK
- EXIST TREE TO REMAIN
- EXIST 1' CONTOUR
- EXIST 5' CONTOUR

NOTES:

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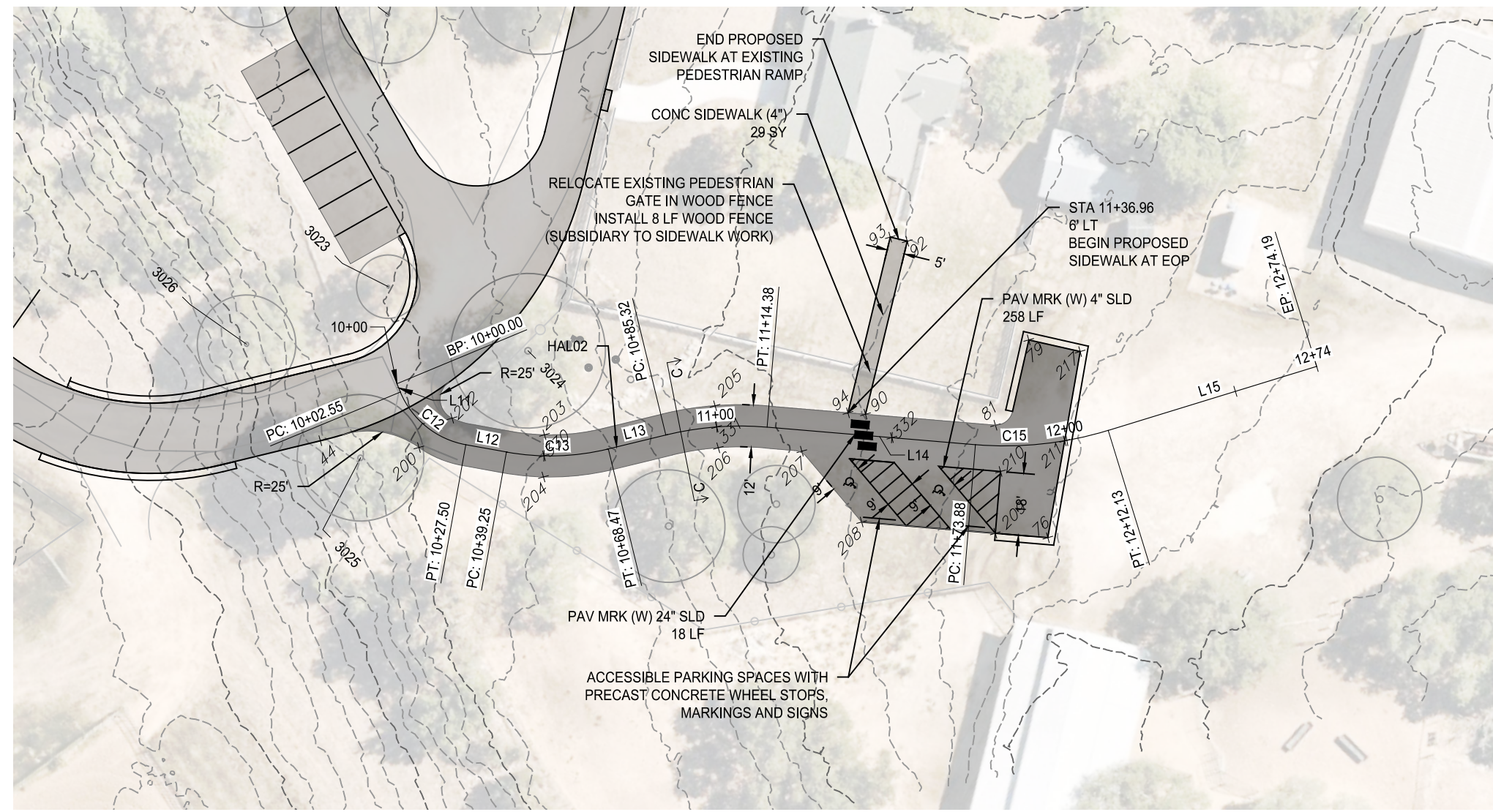
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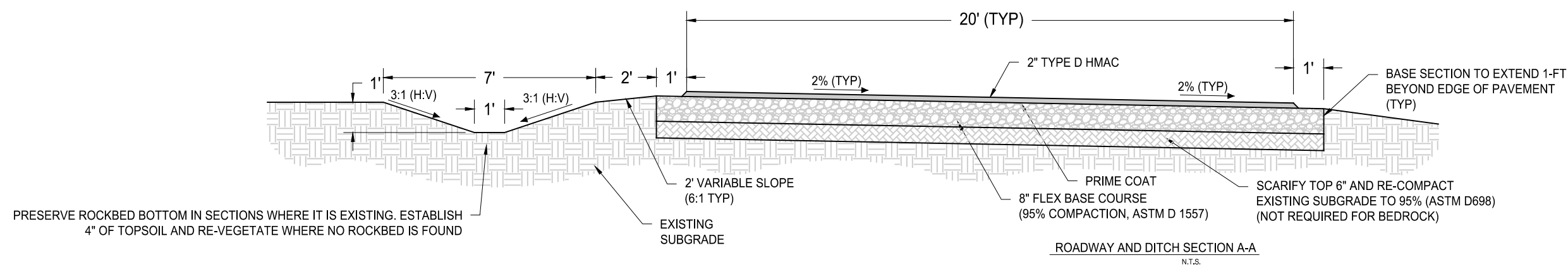


PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

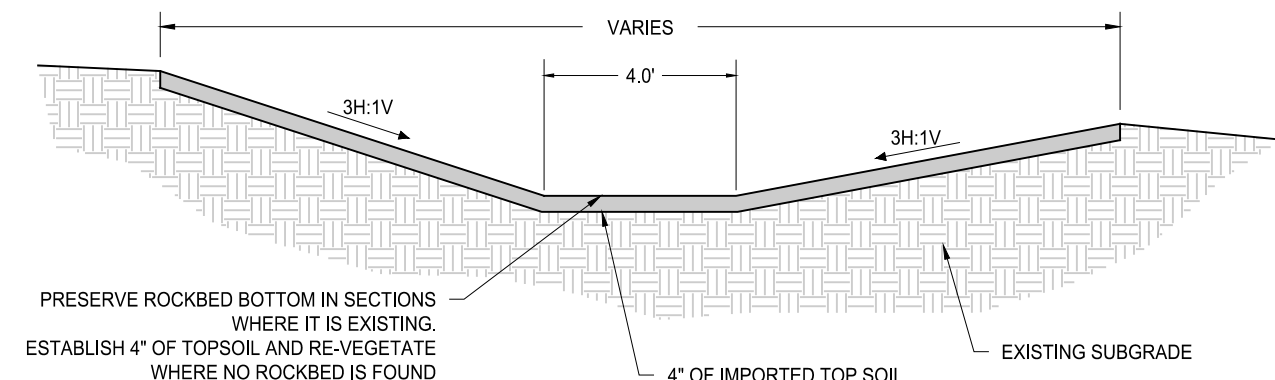
SHEET TITLE:
**PAVING PLAN
 (3 OF 3)**



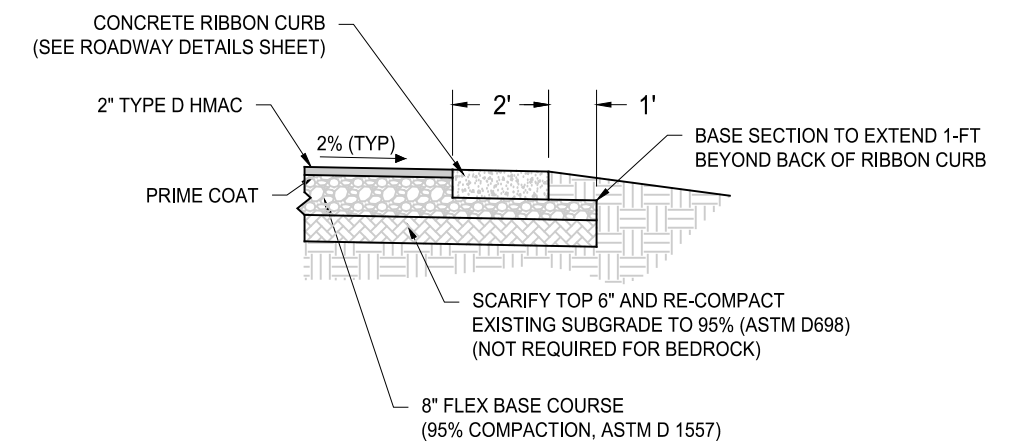
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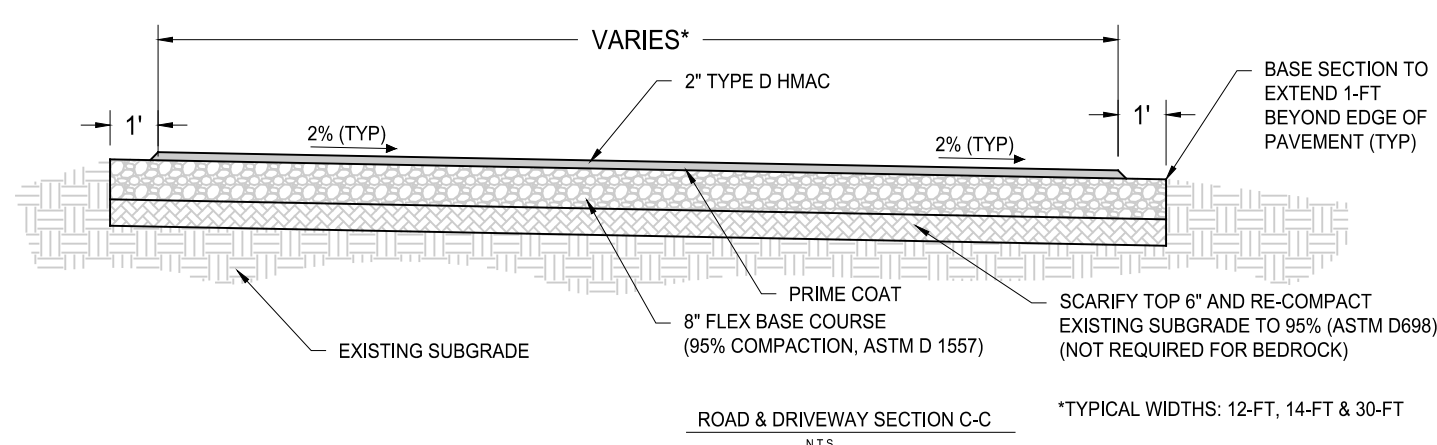
PRESERVE ROCKBED BOTTOM IN SECTIONS WHERE IT IS EXISTING. ESTABLISH 4\"/>



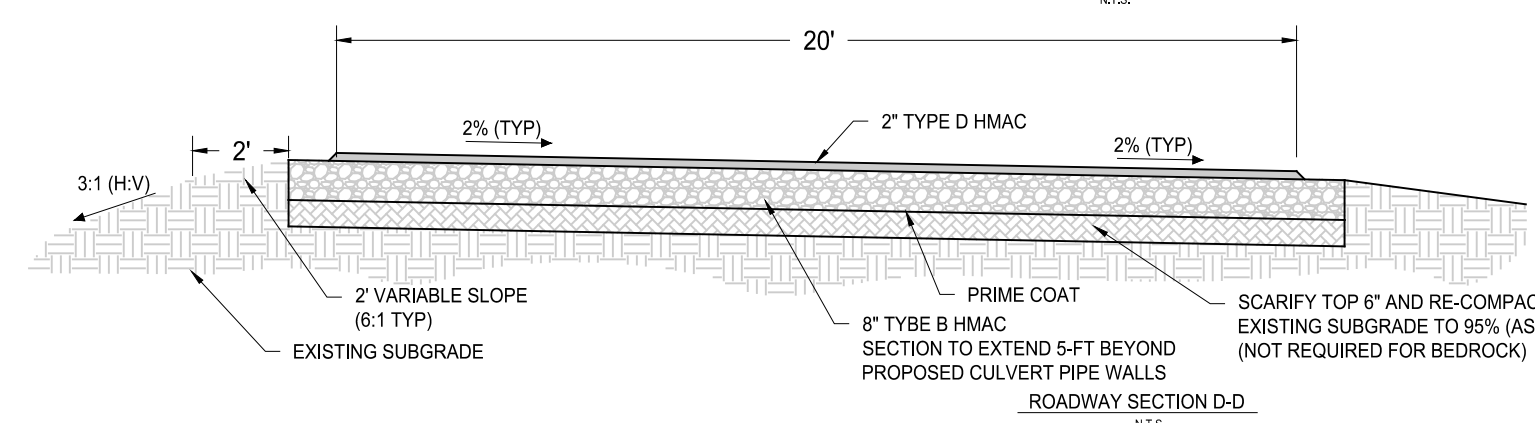
PRESERVE ROCKBED BOTTOM IN SECTIONS WHERE IT IS EXISTING. ESTABLISH 4\"/>



CONCRETE RIBBON CURB EDGE DETAIL
 N.T.S.



*TYPICAL WIDTHS: 12-FT, 14-FT & 30-FT



BEGIN SECTION D-D: STA 14+01.88
 END SECTION D-D: STA 14+16.42

- NOTES:
- CONTRACTOR IS TO GRADE AND INSTALL THE SWALE RE-VEGETATION MEASURES AT THE START OF THE PROJECT TO REDUCE EROSION POTENTIAL AS WORK PROGRESSES.
 - SUBGRADE SHALL BE COMPACTED IN CONFORMANCE WITH CITY OF AUSTIN STANDARD SPECIFICATION ITEM 210S.
 - HMAC SURFACE COURSE SHALL HAVE A 1:1 (H:V) EDGE TAPER IN ALL LOCATIONS WITHOUT CONCRETE RIBBON CURB.

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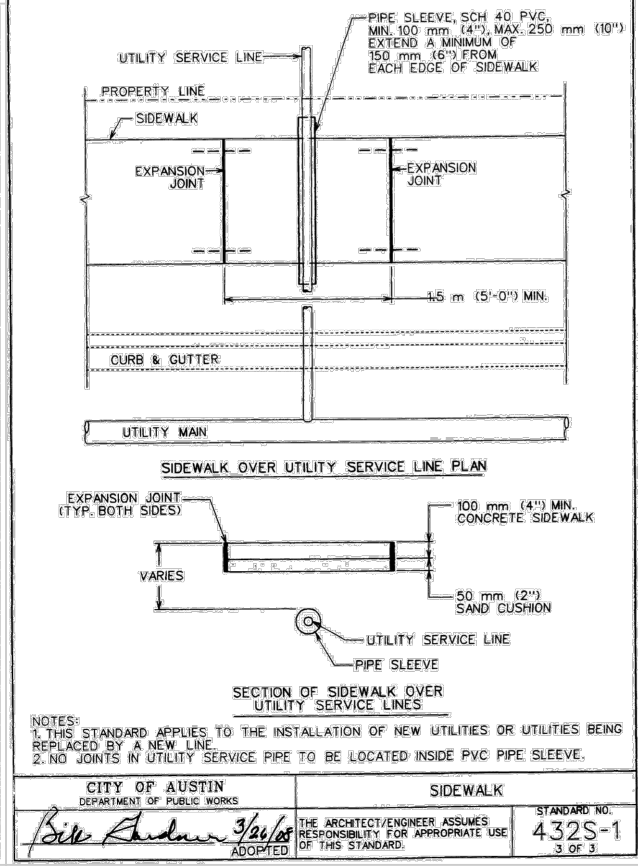
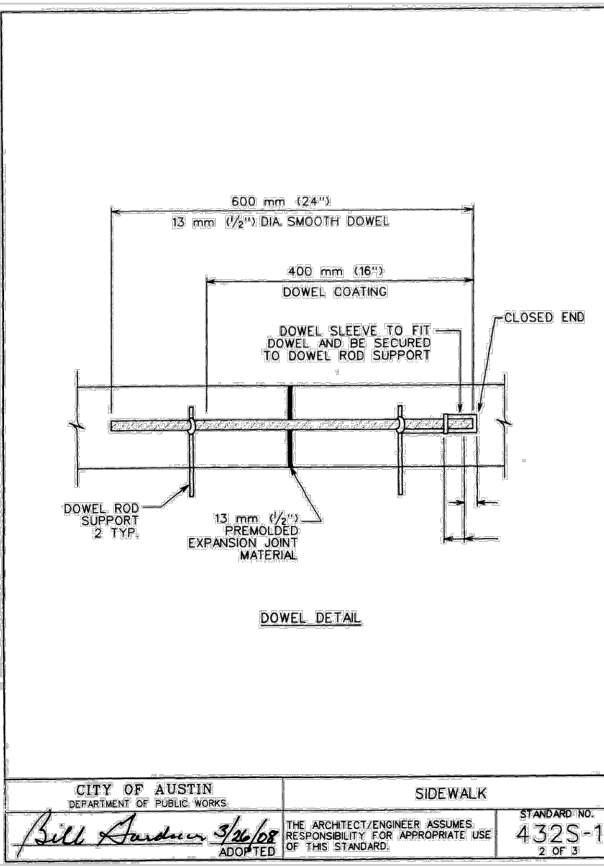
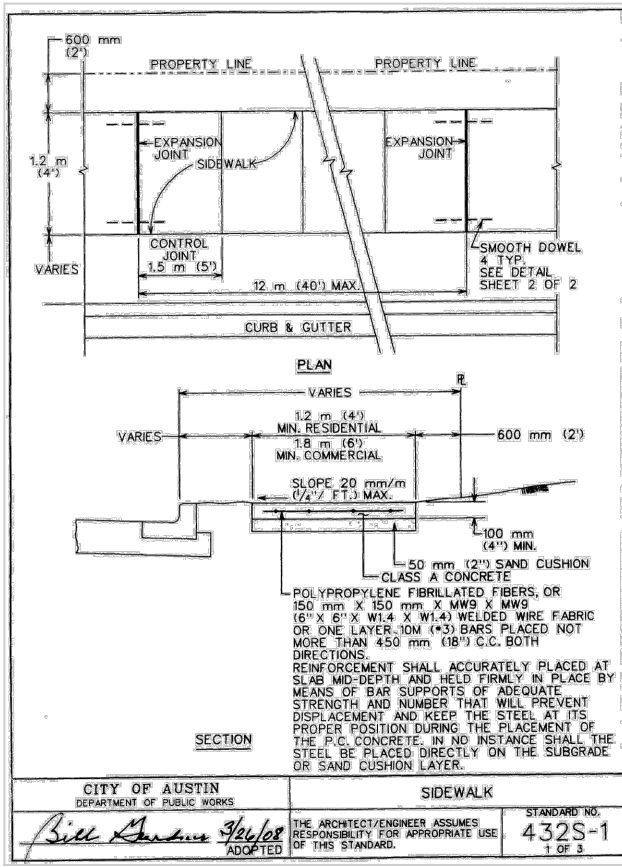
NO.	REVISION	DATE

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PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

SHEET TITLE:
 TYPICAL SECTIONS

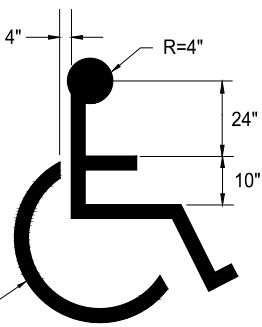


CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS
Bill Anderson 3/26/08 ADOPTED
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 432S-1
1 OF 3

CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS
Bill Anderson 3/26/08 ADOPTED
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 432S-1
2 OF 3

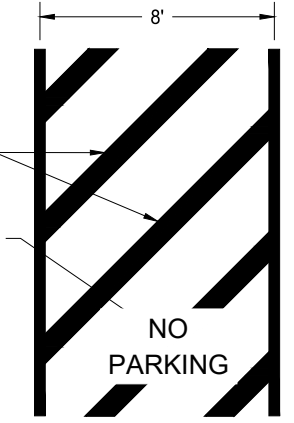
CITY OF AUSTIN
DEPARTMENT OF PUBLIC WORKS
Bill Anderson 3/26/08 ADOPTED
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 432S-1
3 OF 3

NOTES:
1. ALL PAINT SHALL BE 4\"/>

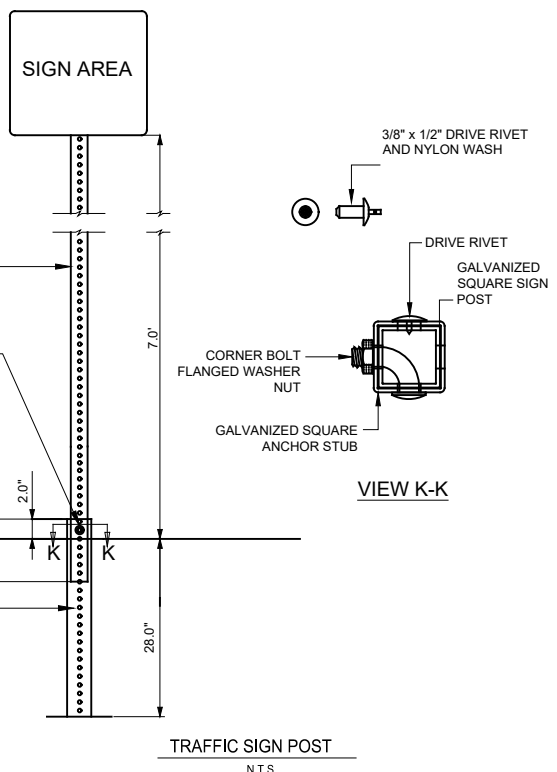


ACCESSIBLE PARKING STRIPING DETAIL
N.T.S.

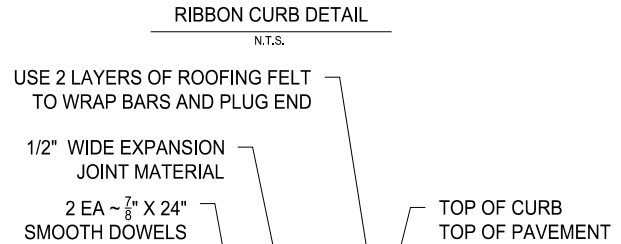
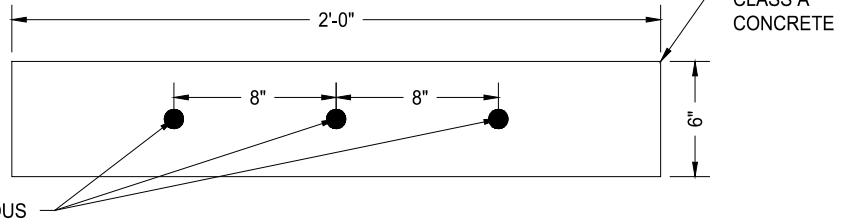
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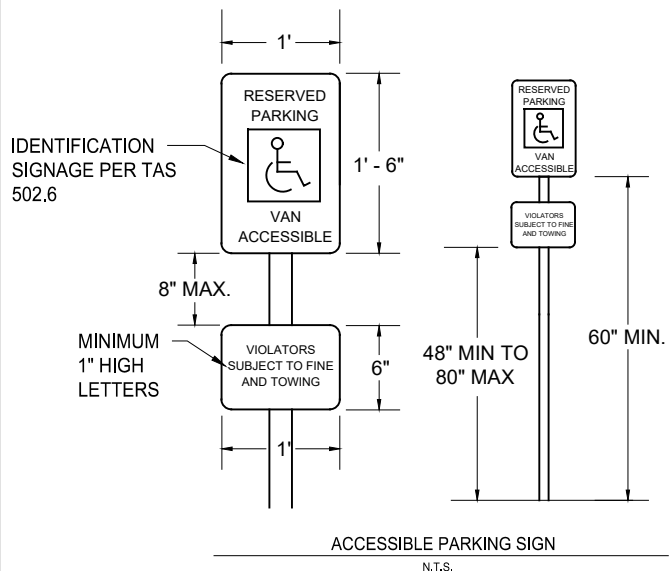
ACCESSIBLE AISLE STRIPING
N.T.S.



TRAFFIC SIGN POST
N.T.S.



RIBBON CURB NOTES:
1. CONCRETE SHALL BE CLASS A.
2. IN LOCATIONS OF PROPOSED RIBBON CURB, EXTEND THE FLEX BASE 1-FT BEYOND THE BACK OF RIBBON CURB.
3. ROUND EXPOSED SHARP EDGES WITH A ROUNDING TOOL, TO A MINIMUM RADIUS OF 1/4 INCH.
4. WHERE PLACEMENT OF CURB OR CURB AND GUTTER IS NOT ADJACENT TO CONCRETE PAVEMENT, EXPANSION JOINTS SHALL BE PROVIDED AT NO MORE THAN 45-FT INCREMENTS, AT STRUCTURES, CURB RETURNS AT STREETS, AND AT LOCATIONS DIRECTED BY THE ENGINEER.
5. TRANSVERSE TOOLED JOINTS SHALL BE PLACED AT 15-FT INCREMENTS.



ACCESSIBLE PARKING SIGN
N.T.S.

Item # 17.
GILPIN
ENGINEERING COMPANY
T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
4/27/2023

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REVISIONS:

NO.	REVISION	DATE

DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: PARKS-2023-0001



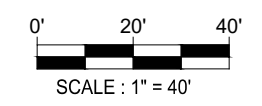
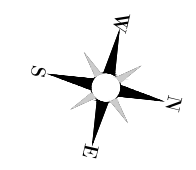
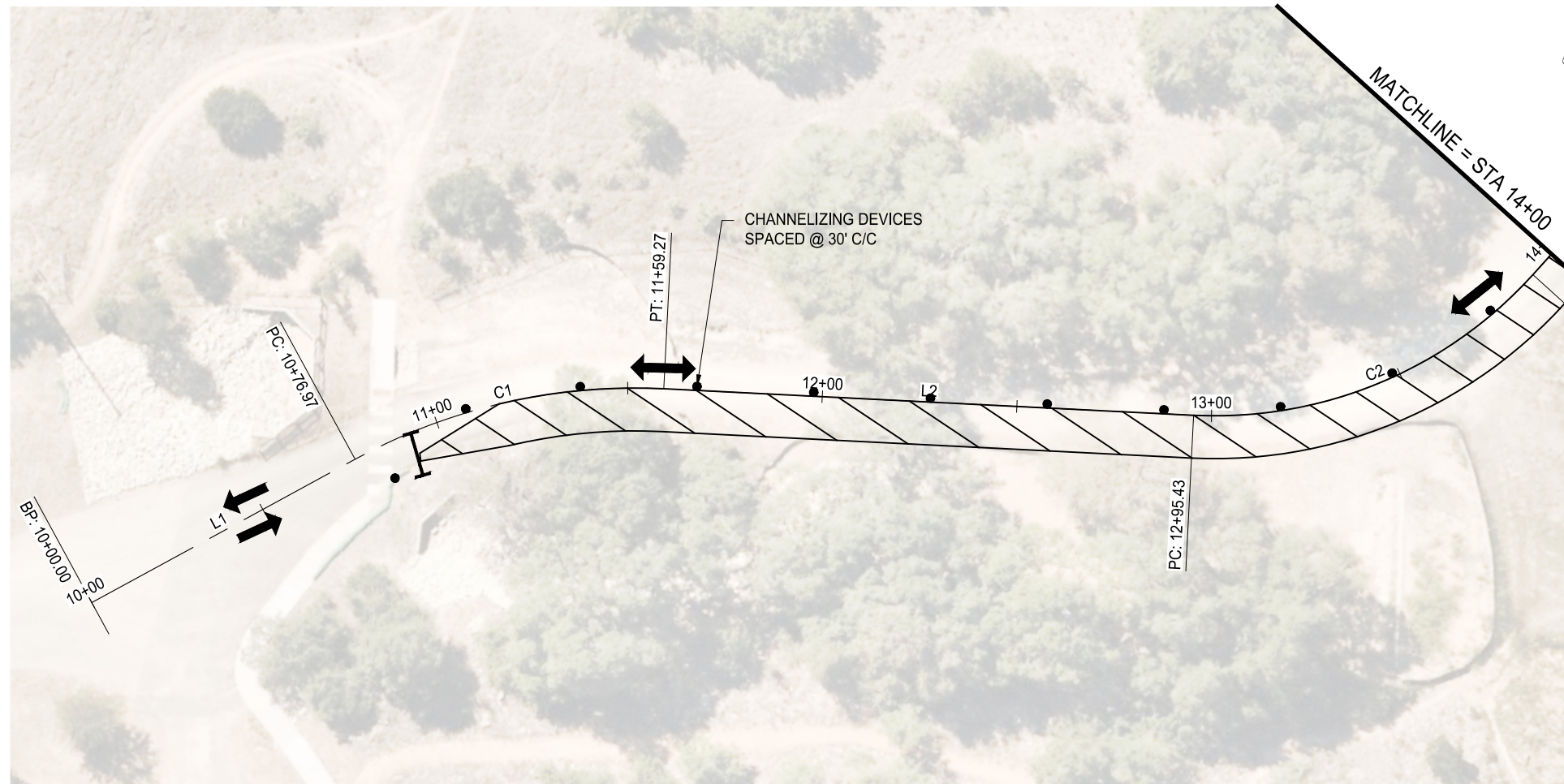
PROJECT:
RANCH HOUSE ROAD
PHASE 2

SHEET TITLE:
ROADWAY DETAILS

ROADWAY GRADING POINT SUMMARY TABLE

POINT	NORTHING	EASTING	ALIGNMENT	STA	OFF	EXIST ELEV	PROP ELEV	EXIST CROSS SLOPE	PROP CROSS SLOPE
301	13991607.567	2256410.260	HAL01	10+92.92	-7.56	1158.11	1158.11	-	-
102	13991615.46	2256421.03	HAL01	10+92.92	5.79	1157.23	1157.23	-6.59%	-6.59%
103	13991627.72	2256394.97	HAL01	11+16.74	-10	1156.06	1156.06	-	-
104	13991636.85	2256412.76	HAL01	11+16.74	10	1155.70	1155.70	-1.80%	-1.80%
100	13991660.82	2256382.4	HAL01	11+50.00	-10	1153.93	1154.82	-6.90%	2.00%
302	13991663.32	2256392.08	HAL01	11+50.00	0	1154.62	1154.62	-	-
101	13991665.81	2256401.77	HAL01	11+50.00	10	1153.71	1154.42	-9.10%	-2.00%
7	13991710.47	2256372.54	HAL01	12+00.00	-10	1151.84	1152.05	-0.10%	2.00%
303	13991712.36	2256382.36	HAL01	12+00.00	0	1151.85	1151.85	-	-
8	13991714.25	2256392.18	HAL01	12+00.00	10	1150.89	1151.65	-9.60%	-2.00%
9	13991759.57	2256363.09	HAL01	12+50.00	-10	1148.52	1149.92	-12.00%	2.00%
304	13991761.46	2256372.91	HAL01	12+50.00	0	1149.72	1149.72	-	-
10	13991763.34	2256382.73	HAL01	12+50.00	10	1149.35	1149.52	-3.70%	-2.00%
11	13991808.24	2256353.64	HAL01	13+00.00	-10	1147.81	1148.42	-4.10%	2.00%
305	13991810.54	2256363.37	HAL01	13+00.00	0	1148.22	1148.22	-	-
12	13991812.83	2256373.1	HAL01	13+00.00	10	1148.18	1148.02	-0.40%	-2.00%
13	13991848.64	2256333.67	HAL01	13+50.00	-10	1147.02	1147.39	-1.70%	2.00%
306	13991854.98	2256341.41	HAL01	13+50.00	0	1147.19	1147.19	-	-
14	13991861.31	2256349.15	HAL01	13+50.00	10	1147.22	1146.99	0.30%	-2.00%
15	13991876.67	2256297.53	HAL01	14+00.00	-10	1146.79	1147.00	-0.10%	2.00%
307	13991885.47	2256302.28	HAL01	14+00.00	0	1146.80	1146.80	-	-
16	13991894.27	2256307.03	HAL01	14+00.00	10	1146.71	1146.60	-0.90%	-2.00%
106	13991881.02	2256289.48	HAL01	14+09.15	-10	1146.75	1146.98	-0.30%	2.00%
108	13991889.82	2256294.23	HAL01	14+09.15	0	1146.78	1146.78	-	-
107	13991898.62	2256298.98	HAL01	14+09.15	10	1146.69	1146.58	-0.90%	-2.00%
308	13991909.63	2256258.51	HAL01	14+50.00	0	1146.77	1146.91	-	-
18	13991917.68	2256263.93	HAL01	14+50.00	9.7	1146.72	1146.72	-0.52%	-2.00%
19	13991916.7	2256236	HAL01	14+70.90	-9.07	1147.53	1147.53	-	-
309	13991923.2	2256242.32	HAL01	14+71.17	0	1146.98	1146.98	-	-
20	13991927.46	2256246.47	HAL01	14+71.36	5.94	1146.87	1146.87	-	-
22	13992012.38	2256205.21	HAL01	15+68.50	7.8	1147.05	1147.05	-	-
310	13992009.31	2256198.04	HAL01	15+68.55	0	1147.17	1147.17	-	-
21	13992006.55	2256191.57	HAL01	15+68.59	-7.03	1147.28	1147.28	-	-
23	13992032.5	2256175.81	HAL01	16+00.00	-10	1147.55	1147.55	2.00%	1.00%
311	13992037.61	2256184.4	HAL01	16+00.00	0	1147.35	1147.45	-	-
24	13992042.72	2256193	HAL01	16+00.00	10	1147.00	1147.35	-3.50%	-1.00%
25	13992075.48	2256150.25	HAL01	16+50.00	-10	1147.88	1147.88	0.40%	1.00%
312	13992080.59	2256158.85	HAL01	16+50.00	0	1147.84	1147.78	-	-
26	13992085.7	2256167.44	HAL01	16+50.00	10	1147.71	1147.68	-1.30%	-1.00%
27	13992117.79	2256124.49	HAL01	17+00.00	-10	1148.11	1148.11	0.40%	1.00%
313	13992123.29	2256132.84	HAL01	17+00.00	0	1148.07	1148.01	-	-
28	13992128.79	2256141.19	HAL01	17+00.00	10	1147.96	1147.91	-1.10%	-1.00%
29	13992157.3	2256095.54	HAL01	17+50.00	-10	1148.45	1148.45	-0.40%	1.00%
314	13992163.6	2256103.3	HAL01	17+50.00	0	1148.49	1148.35	-	-
30	13992169.91	2256111.07	HAL01	17+50.00	10	1148.39	1148.25	-1.00%	-1.00%
31	13992193.01	2256062.09	HAL01	18+00.00	-11	1148.99	1148.99	-0.09%	1.00%
315	13992200.77	2256069.89	HAL01	18+00.00	0	1149.00	1148.88	-	-
32	13992207.82	2256076.98	HAL01	18+00.00	10	1148.96	1148.78	-0.40%	-1.00%
33	13992226.69	2256026.58	HAL01	18+50.00	-10	1149.47	1149.47	-1.10%	1.00%
316	13992234.41	2256032.93	HAL01	18+50.00	0	1149.58	1149.37	-	-
34	13992242.14	2256039.28	HAL01	18+50.00	10	1149.66	1149.27	0.80%	-1.00%
35	13992258.3	2255987.88	HAL01	19+00.00	-10	1150.10	1150.10	-3.00%	1.00%
317	13992266.04	2255994.2	HAL01	19+00.00	0	1150.40	1150.00	-	-
36	13992273.79	2256000.53	HAL01	19+00.00	10	1150.23	1149.90	-1.70%	-1.00%
37	13992282.18	2255947.81	HAL01	19+50.00	-10	1151.11	1151.11	-2.70%	1.00%
318	13992291.5	2255951.44	HAL01	19+50.00	0	1151.38	1151.01	-	-
38	13992300.82	2255955.06	HAL01	19+50.00	10	1151.15	1150.91	-2.30%	-1.00%
39	13992291.97	2255901.69	HAL01	20+00.00	-10	1152.32	1152.32	-1.00%	-1.00%
319	13992301.92	2255902.73	HAL01	20+00.00	0	1152.42	1152.42	-	-
40	13992311.86	2255903.76	HAL01	20+00.00	10	1152.57	1152.52	1.50%	1.00%
41	13992285.93	2255858.62	HAL01	20+50.00	-10	1155.35	1155.55	-3.00%	-1.00%
320	13992294.84	2255854.07	HAL01	20+50.00	0	1155.65	1155.65	-	-
80	13992303.75	2255849.53	HAL01	20+50.00	10	1155.53	1155.75	-1.20%	1.00%

POINT	NORTHING	EASTING	ALIGNMENT	STA	OFF	EXIST ELEV	PROP ELEV	EXIST CROSS SLOPE	PROP CROSS SLOPE
43	13992255.72	2255822.56	HAL01	21+00.00	-10	1163.14	1163.21	-0.70%	0.00%
321	13992263.03	2255815.74	HAL01	21+00.00	0	1163.21	1163.21	-	-
44	13992270.35	2255808.91	HAL01	21+00.00	10	1162.49	1163.21	-7.20%	0.00%
45	13992246.5	2255812.67	HAL01	21+13.52	-10	1164.57	1164.57	-	-
329	13992245.53	2255797.85	HAL01	21+25.05	0	1165.21	1165.21	-	-
322	13992223.21	2255787.02	HAL01	21+50.00	0	1165.94	1165.85	-	-
46	13992225.24	2255780.33	HAL01	21+50.00	7	1165.99	1165.99	0.71%	2.00%
47	13992176.74	2255797.53	HAL01	22+00.00	-12.15	1166.84	1167.46	-3.62%	-2.00%
323	13992173.82	2255785.74	HAL01	22+00.00	0	1167.28	1167.70	-	-
48	13992172.14	2255778.94	HAL01	22+00.00	7	1167.84	1167.84	8.00%	2.00%
105	13992162.37	2255796.25	HAL01	22+13.91	-7	1167.36	1167.61	-	-
49	13992127.69	2255806.23	HAL01	22+50.00	-7	1167.60	1167.82	-4.00%	-2.00%
324	13992125.76	2255799.51	HAL01	22+50.00	0	1167.88	1167.96	-	-
50	13992123.82	2255792.78	HAL01	22+50.00	7	1168.10	1168.10	3.14%	2.00%
51	13992098.11	2255833.65	HAL01	23+00.00	-7	1165.85	1165.85	2.14%	2.14%
325	13992091.31	2255832.01	HAL01	23+00.00	0	1165.70	1165.70	-	-
52	13992084.51	2255830.36	HAL01	23+00.00	7	1165.40	1165.40	-4.29%	-4.29%
53	13992111.43	2255870.89	HAL01	23+50.00	-7	1164.73	1164.69	2.57%	2.00%
326	13992107.22	2255876.48	HAL01	23+50.00	0	1164.55	1164.55	-	-
54	13992103.01	2255882.07	HAL01	23+50.00	7	1164.37	1164.41	-2.57%	-2.00%
55	13992150.89	2255873.43	HAL01	24+00.00	-7	1164.85	1164.73	3.71%	2.00%
327	13992154.35	2255879.52	HAL01	24+00.00	0	1164.59	1164.59	-	-
56	13992157.81	2255885.6	HAL01	24+00.00	7	1164.43	1164.45	-2.29%	-2.00%
59	13992174.16	2255870.67	HAL01	24+19.20	7	1164.67	1164.67	-	-
74	13992189.65	2255880.03	HAL01	24+19.93	25.07	1163.83	1163.83	-4.65%	-2.00%
57	13992178.42	2255836.74	HAL01	24+50.00	-7	1165.26	1165.39	0.14%	2.00%
328	13992184.41	2255840.36	HAL01	24+50.00	0	1165.25	1165.25	-	-
58	13992190.4	2255843.98	HAL01	24+50.00	7	1165.01	1165.11	-3.43%	-2.00%
61	13992185.02	2255825.81	HAL01	24+62.77	-7	1165.53	1165.53	-	-
60	13992206.82	2255816.8	HAL01	24+81.75	7	1165.20	1165.20	-	-
73	13992222.23	2255826.11	HAL01	24+81.75	25	1164.61	1164.61	-3.28%	-2.00%
199	13992265.75	2255804.17	HAL02	10+05.31	20.08	1163.42	1164.12	-	-
201	13992237.91	2255785.14	HAL02	10+08.60	-13.51	1165.61	1166.31	-	-
200	13992258.28	2255783.51	HAL02	10+16.69	6.00	1165.18	1165.18	-	-
202	13992246.41	2255779.35	HAL02	10+20.59	-6.00	1165.58	1165.58	-	-
203	13992237.65	2255754.1	HAL02	10+50.00	-6.00	1166.20	1166.20	2.50%	0.50%
330	13992242.95	2255751.29	HAL02	10+50.00	0.00	1166.05	1166.17	-	-
204	13992248.26	2255748.49	HAL02	10+50.00	6.00	1166.22	1166.14	2.83%	-0.50%
205	13992206.67	2255715.8	HAL02	11+00.00	-6.04	1169.54	1169.54	4.30%	0.50%
331	13992211.7	2255712.45	HAL02	11+00.00	0.00	1169.28	1169.51	-	-
206	13992216.66	2255709.15	HAL02	11+00.00	5.96	1169.24	1169.48	-0.67%	-0.50%
207	13992205.87	2255687.94	HAL02	11+24.78	6.00	1170.17	1170.17	-	-
94	13992189.9	2255681.84	HAL02	11+36.96	-6.00	1170.81	1170.81	-	-
90	13992187.83	2255677.29	HAL02	11+41.96	-6.00	1171.06	1171.06	-	-
208	13992215.12	2255663.21	HAL02	11+43.45	24.67	1171.24	1171.24	-	-
93	13992140.38	2255695.83	HAL02	11+44.75	-56.87	1170.93	1170.93	-	-
92	13992139.03	2255691.04	HAL02	11+49.67	-56.11	1170.97	1170.97	-	-
332	1								



LEGEND

- UNDER CONSTRUCTION
- CHANNELIZING DEVICES
- TY III BARRICADE
- TRAFFIC DIRECTION
- ONE-LANE TWO-WAY TRAFFIC

Item # 17.
GILPIN
 ENGINEERING COMPANY
 T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-8266
 9701 BRODIE LANE #203
 AUSTIN, TX 78748
 PH: 512.220.8100

ENGINEER'S SEAL:

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 LICENSED PROFESSIONAL ENGINEER
 4/27/2023

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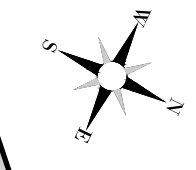
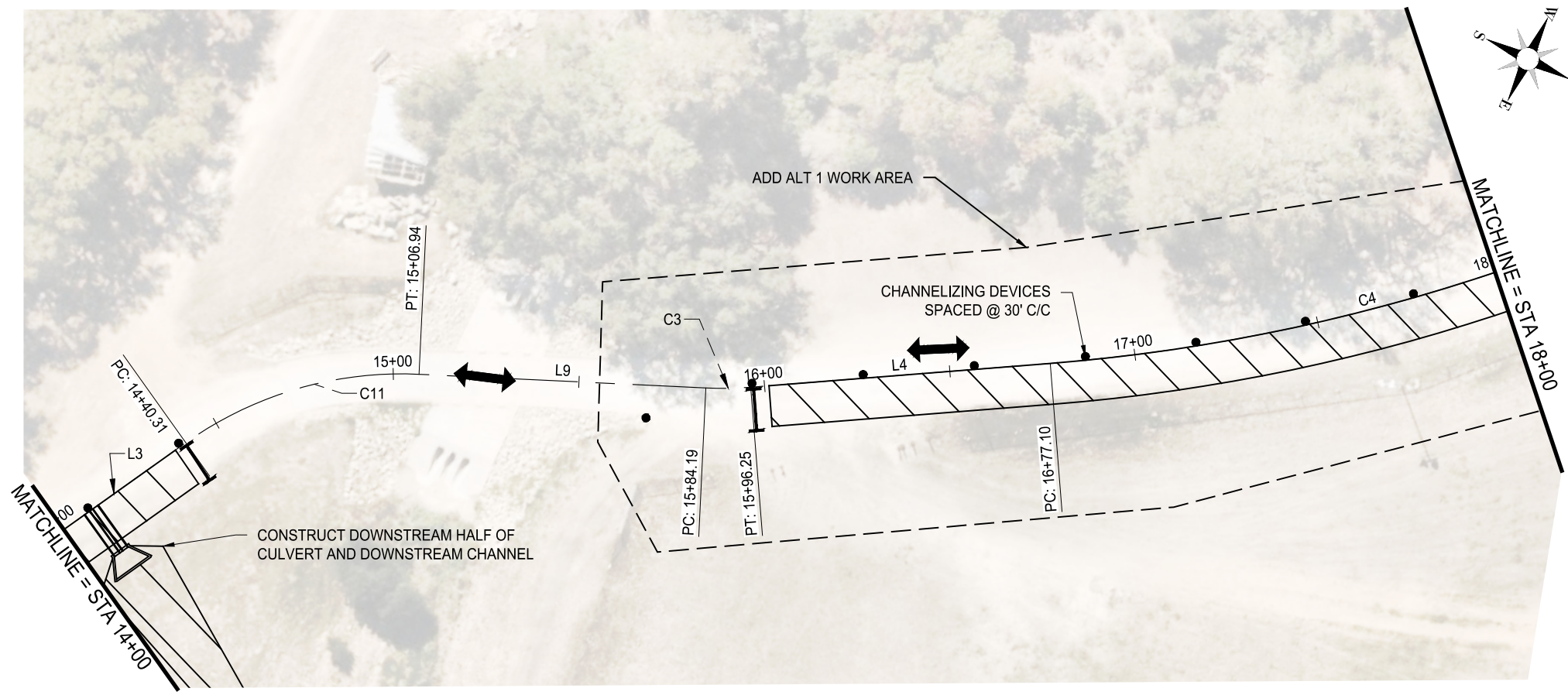
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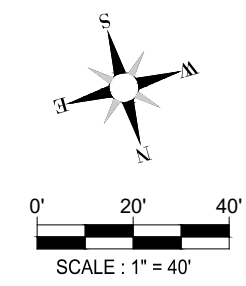
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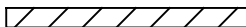




PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

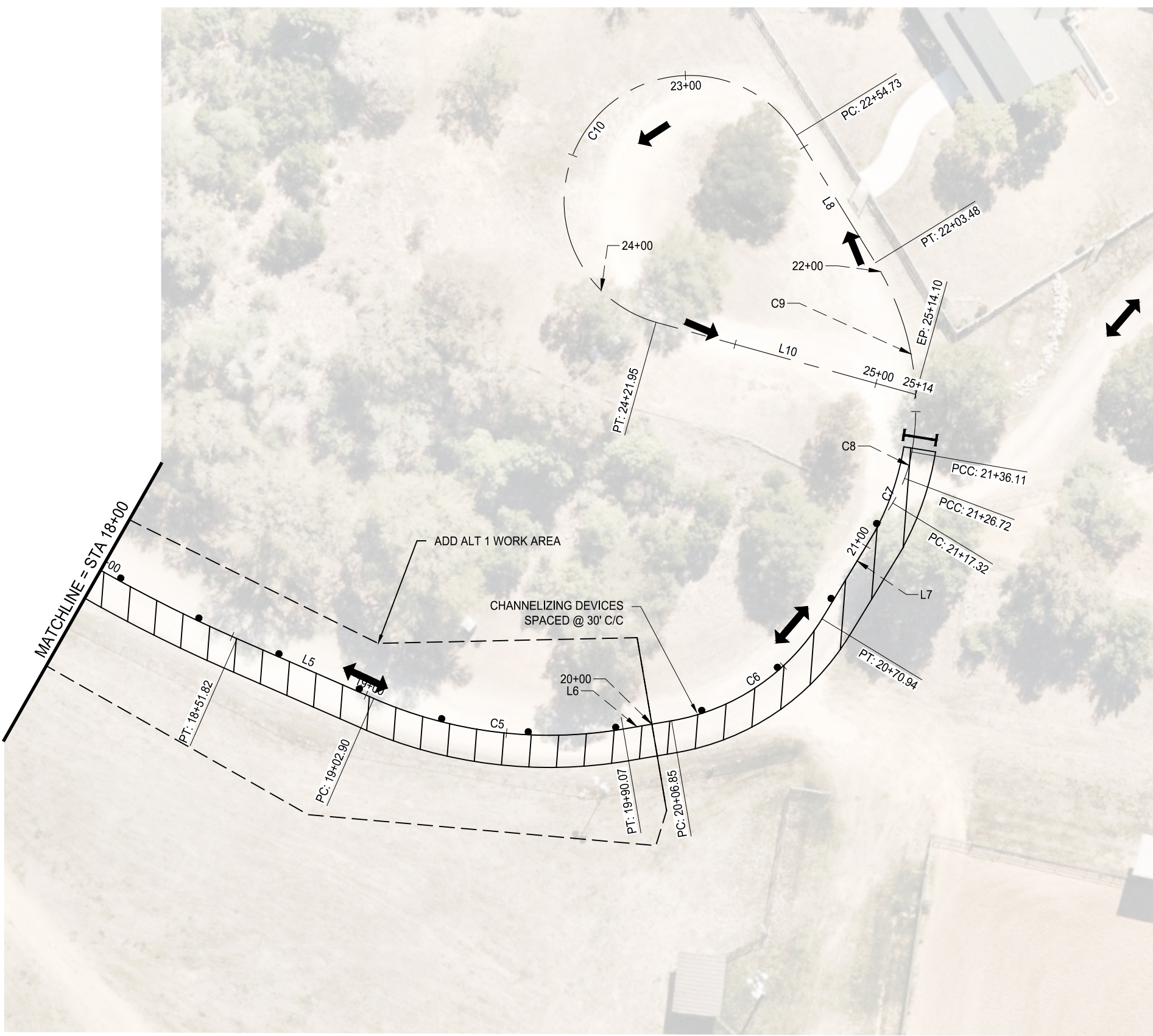
SHEET TITLE:
**TRAFFIC CONTROL
 PLAN PH1, SHEET 1**





LEGEND

-  UNDER CONSTRUCTION
-  CHANNELIZING DEVICES
-  TY III BARRICADE
-  TRAFFIC DIRECTION
-  ONE-LANE TWO-WAY TRAFFIC



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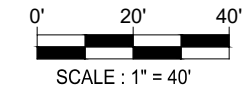
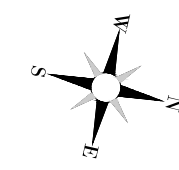
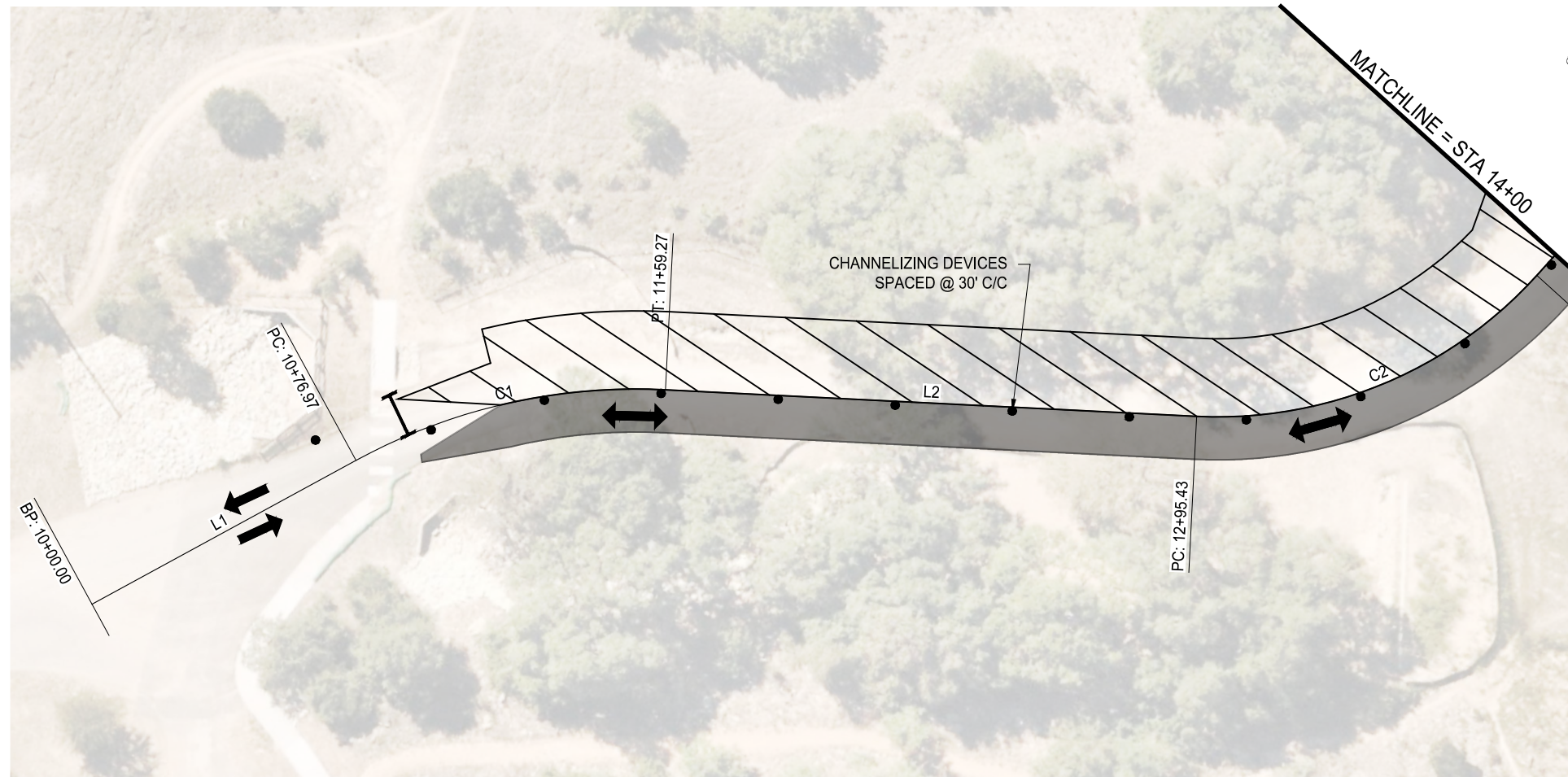
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DATE: 4/27/2023
DESIGNED BY: DC
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PROJ #: PARKS-2023-0001



PROJECT:
RANCH HOUSE ROAD
PHASE 2

SHEET TITLE:
TRAFFIC CONTROL
PLAN PH1, SHEET 2



LEGEND

- UNDER CONSTRUCTION
- PREVIOUS CONSTRUCTION
- CHANNELIZING DEVICES
- TY III BARRICADE
- TRAFFIC DIRECTION
- ONE-LANE TWO-WAY TRAFFIC

Item # 17.

GILPIN
ENGINEERING COMPANY

T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

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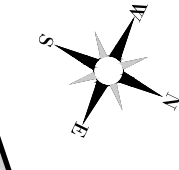
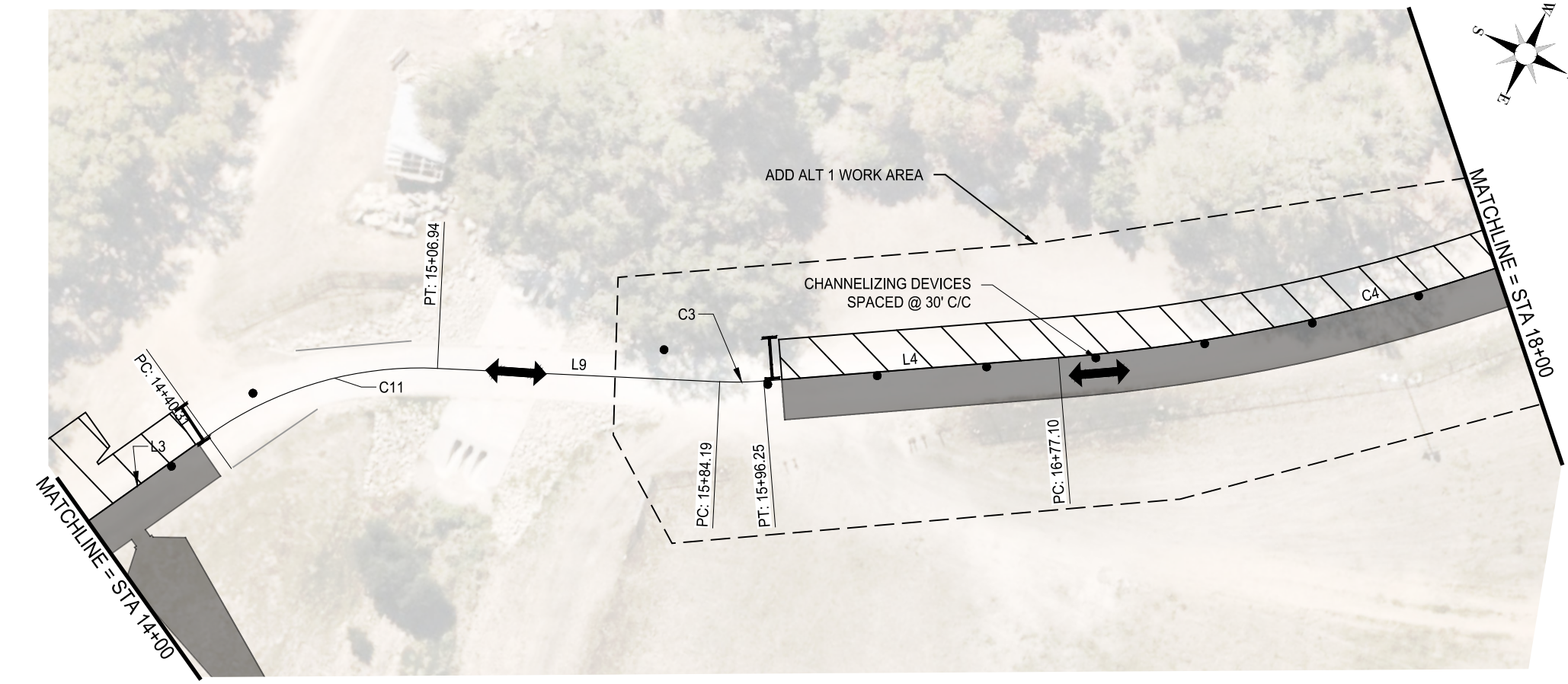
NO.	REVISION	DATE

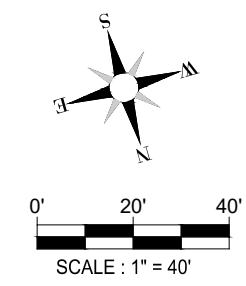
DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: PARKS-2023-0001









PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

SHEET TITLE:
**TRAFFIC CONTROL
PLAN PH2, SHEET 1**





LEGEND

-  UNDER CONSTRUCTION
-  PREVIOUS CONSTRUCTION
-  CHANNELIZING DEVICES
-  TY III BARRICADE
-  TRAFFIC DIRECTION
-  ONE-LANE TWO-WAY TRAFFIC

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REVISIONS:

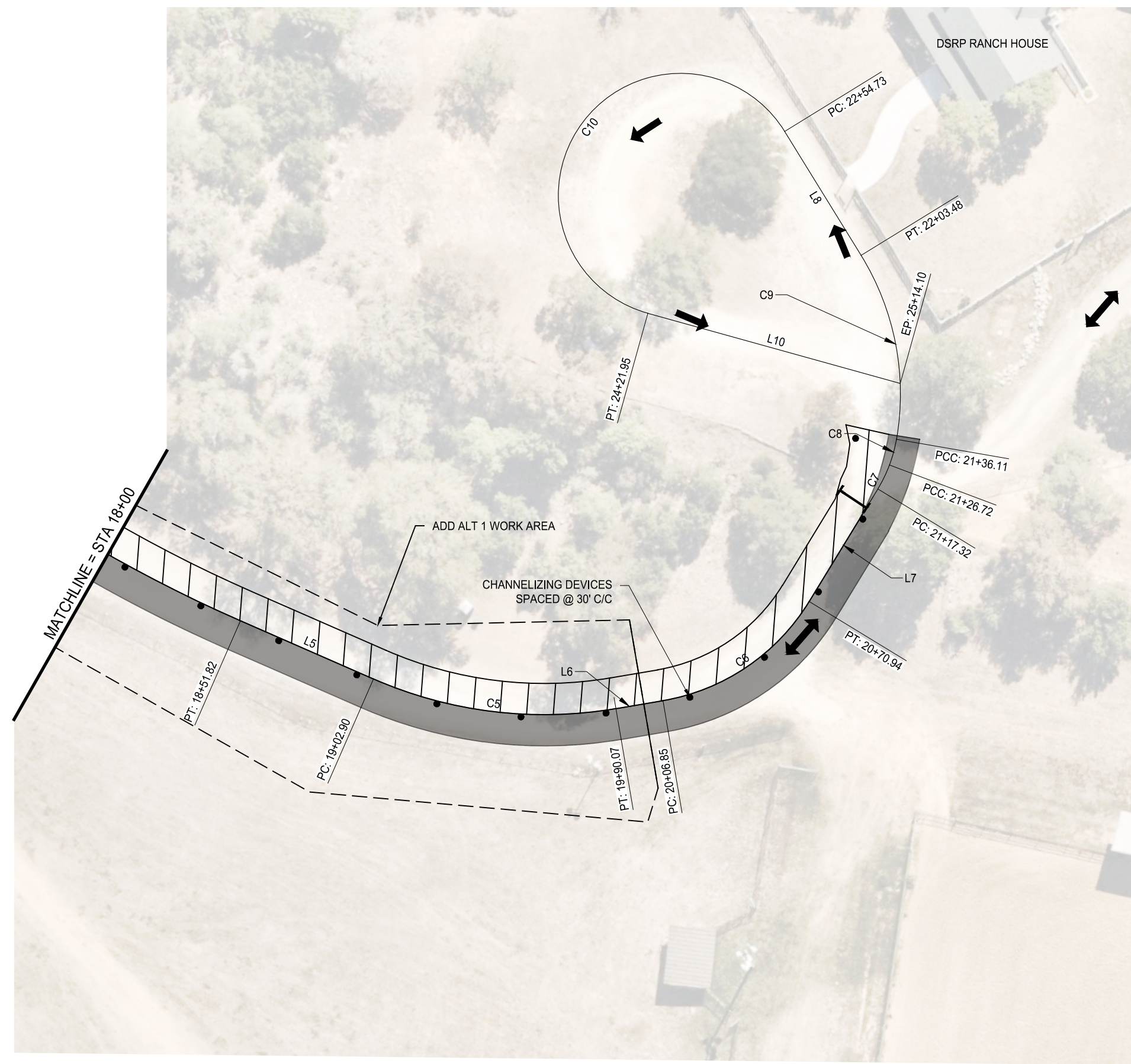
NO.	REVISION	DATE

DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: PARKS-2023-0001



PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

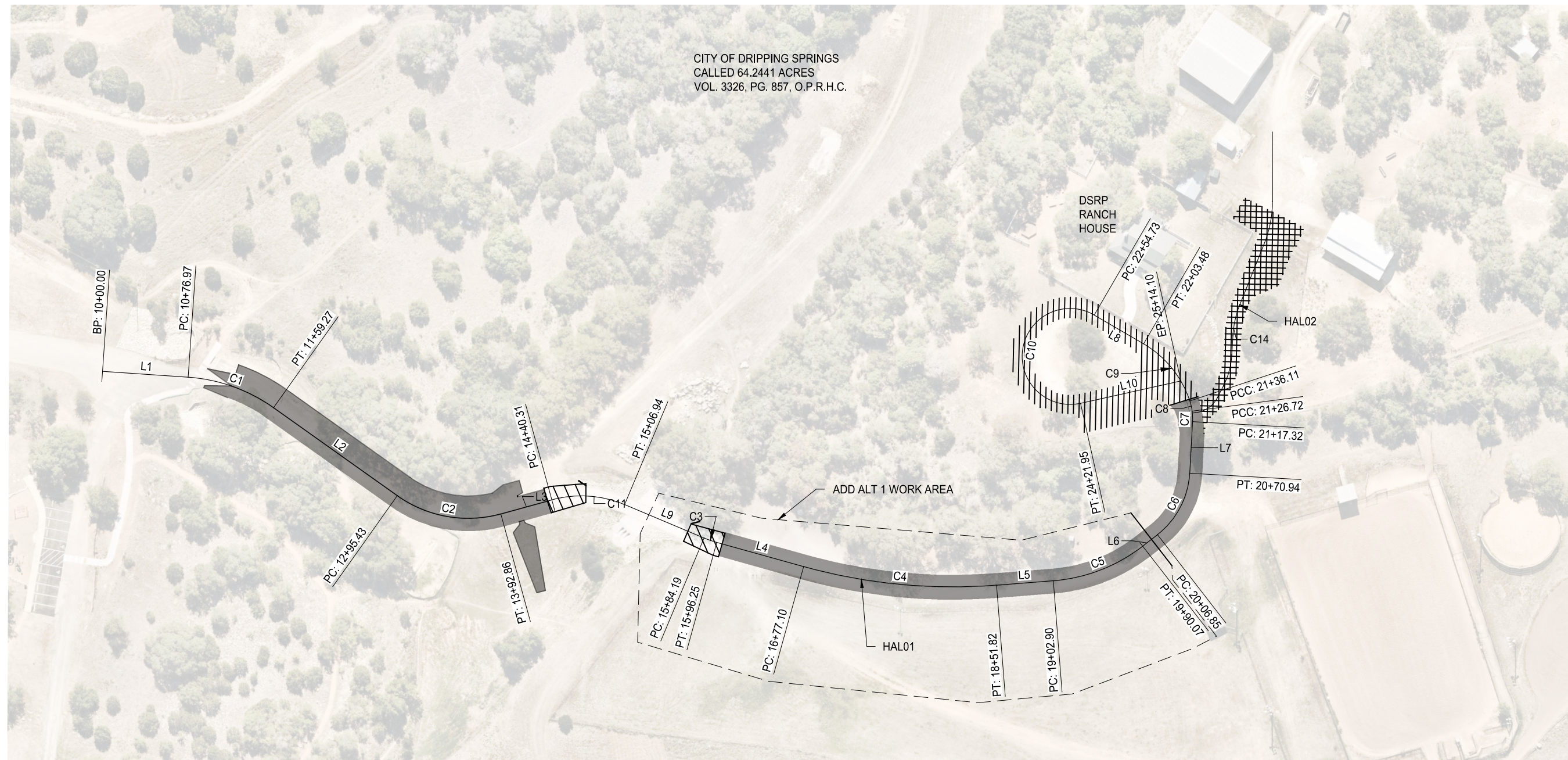
SHEET TITLE:
**TRAFFIC CONTROL
PLAN PH2, SHEET 2**



ENGINEER'S SEAL:



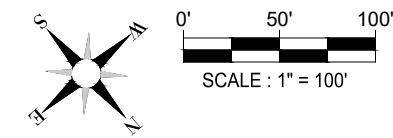
CITY OF DRIPPING SPRINGS
 CALLED 64.2441 ACRES
 VOL. 3326, PG. 857, O.P.R.H.C.



ADD ALT 1 WORK AREA

NOTES:

1. ACCESS TO THE RANCH HOUSE FOR CITY STAFF MUST BE MAINTAINED MONDAY THRU FRIDAY, 7AM TO 7PM.
2. IF NECESSARY, COMPLETE CLOSURES MAY BE ARRANGED THROUGH THE DEPUTY PUBLIC WORKS DIRECTOR FOR LIMITED SATURDAYS AND SUNDAYS OR AFTER HOURS (7PM TO 7AM) AT THE DISCRETION OF THE CITY BASED ON SCHEDULES FOR PLANNED EVENTS AT RANCH PARK.



LEGEND

- PHASE 3 - STEP 1 WORK
- PHASE 3 - STEP 2 WORK
- PREVIOUS CONSTRUCTION
- CHANNELIZING DEVICES
- TY III BARRICADE

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 PROJ #: PARKS-2023-0001



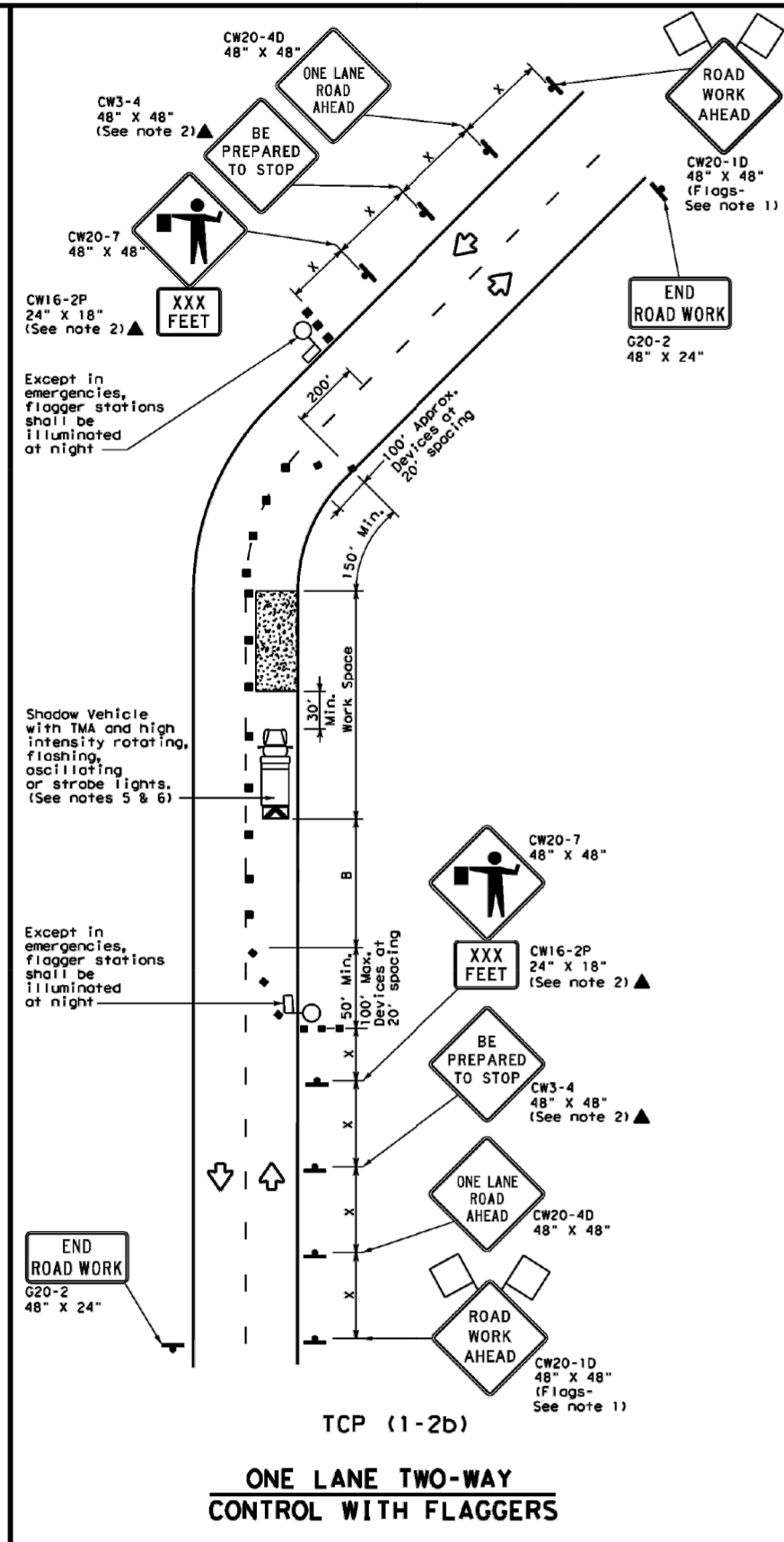
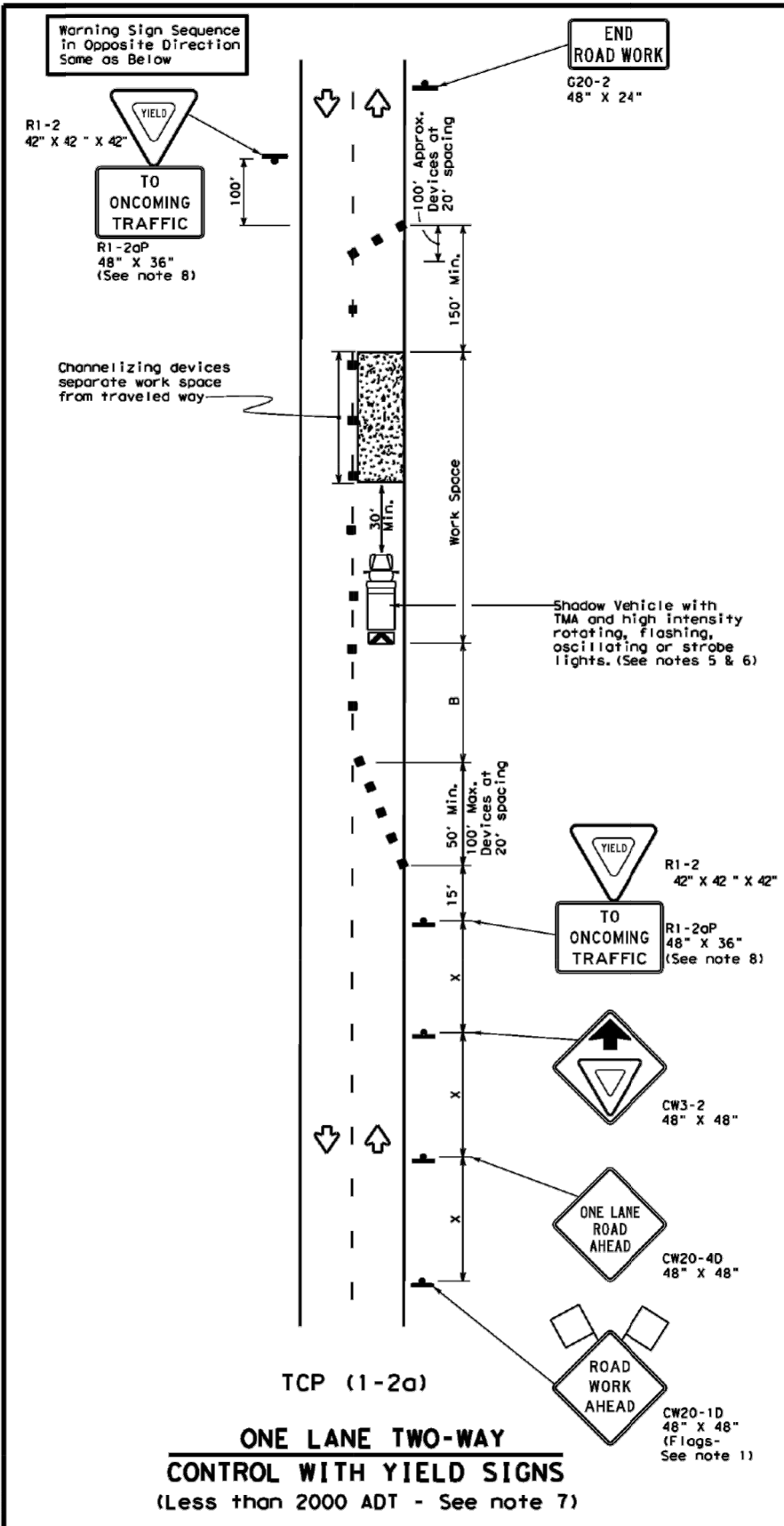
PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

SHEET TITLE:
**TRAFFIC CONTROL
 PLAN PHASE 3**

ENGINEER'S SEAL:

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DATE: FILE:



LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed * S	Formula L = WS / 60	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30		150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L- Length of Taper (FT) W- Width of Offset (FT) S- Posted Speed (MPH)

TYPICAL USAGE

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
 - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
 - R1-2 "YIELD" sign with R1-20P "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation
 Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP (1-2) - 18

FILE: tcp1-2-18.dgn	DN:	CK:	DN:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-90 4-98				
2-94 2-12				
1-97 2-18				
DIST	COUNTY	SHEET NO.		

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REVISIONS:

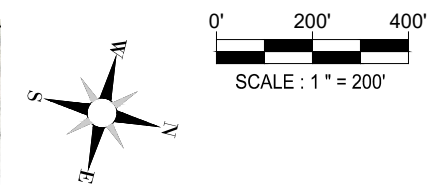
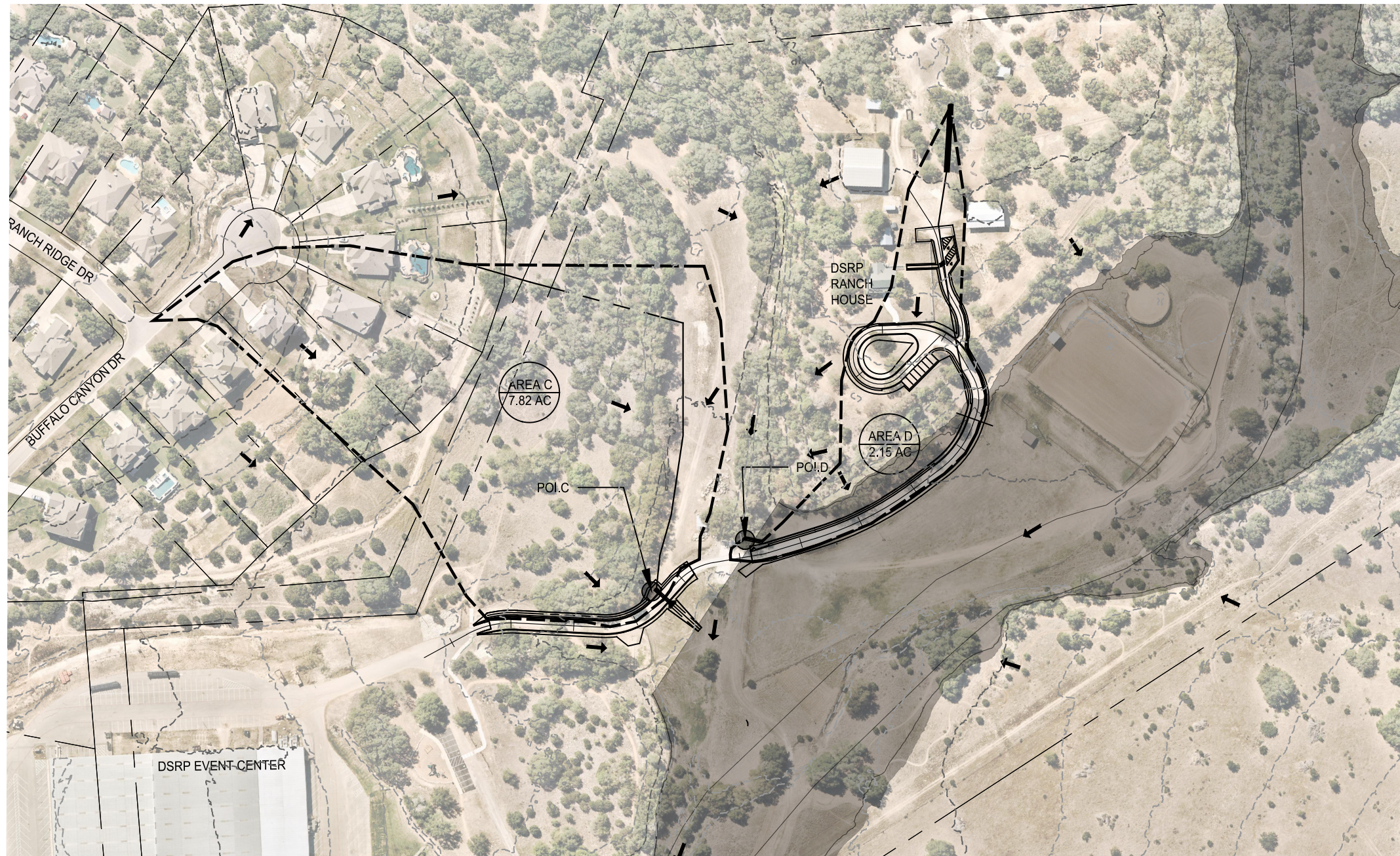
NO.	REVISION	DATE

DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: PARKS-2023-0001



PROJECT:
 RANCH HOUSE ROAD
 PHASE 2

SHEET TITLE:
 TRAFFIC CONTROL
 DETAILS



LEGEND

- EXIST 5 FT CONTOUR
- EXIST 25 FT CONTOUR
- - - DRAINAGE AREA BOUNDARY
- - - TIME OF CONCENTRATION PATH
- ← FLOW DIRECTION
- FEMA 100-YR FLOODPLAIN

Item # 17.
GILPIN
 ENGINEERING COMPANY
 T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-8266
 9701 BRODIE LANE #203
 AUSTIN, TX 78748
 PH: 512.220.8100

ENGINEER'S SEAL:

 B. RYAN BELL
 92578
 LICENSED PROFESSIONAL ENGINEER
 4/27/2023

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 PROJ #: PARKS-2023-0001



PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

SHEET TITLE:
DRAINAGE AREA MAP

- NOTES:
1. THE PROPOSED SITE IS LOCATED PARTIALLY WITHIN THE 100-YEAR FEMA ZONE AE FLOODPLAIN, PRELIMINARY PANEL 48209C0105G, HAYS COUNTY, TEXAS AND INCORPORATED AREAS (ISSUED 12/14/2022).
 2. THE SITE IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
 3. THE SITE IS LOCATED IN THE LITTLE BARTON CREEK WATERSHED.
 4. EXISTING CONTOURS WERE GENERATED FROM THE BEXAR & TRAVIS COUNTIES LIDAR (2021) AVAILABLE ON THE TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNRIS) DATABASE.
 5. THE 24-HOUR STORM EVENT RAINFALL DATA USED FOR THIS DRAINAGE ANALYSIS WAS OBTAINED FROM THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA) AND IS CURRENT FOR THE CITY OF DRIPPING SPRINGS AT THE TIME THIS SITE PLAN WAS COMPLETED.
 6. ALL DRAINAGE DESIGN CRITERIA USED FOR THIS DRAINAGE ANALYSIS OTHER THAN THE STORM EVENT RAINFALL DATA WAS OBTAINED FROM THE CURRENT CITY OF AUSTIN DRAINAGE CRITERIA MANUAL.

Area ID	DRAINAGE AREA SUMMARY									
	Area			CN	TC (min)	Tlag (min)	Q - Peak Flows			
	(SF)	(AC)	(Sq Mi)				2 YR (CFS)	10 YR (CFS)	25 YR (CFS)	100 YR (CFS)
C	340663.6	7.82	0.0122196	70	19.56	11.73	10.4	24.7	35.4	53.8
D	97188.1	2.23	0.0034861	73	17.92	10.75	3.5	7.9	11.0	16.4

STORM DURATION	RAINFALL PRECIPITATION DEPTHS			
	DEPTH 2-YR (IN)	DEPTH 10-YR (IN)	DEPTH 25-YR (IN)	DEPTH 100-YR (IN)
15 MIN	1.04	1.59	1.95	2.55
1 HR	1.92	2.94	3.63	4.78
2 HR	2.38	3.75	4.75	6.56
3 HR	2.64	4.25	5.48	7.80
6 HR	3.11	5.11	6.68	9.79
12 HR	3.57	5.90	7.76	11.40
24 HR	4.05	6.73	8.82	12.90

CHANNEL HYDRAULIC SUMMARY																	
CHANNEL SEGMENT	BEGIN STA	END STA	LENGTH	US ELEV	DS ELEV	SLOPE	MANNING'S N	BOTTOM WIDTH	SIDE SLOPE	2-YEAR STORM				100-YEAR STORM			
										FLOW (CFS)	DEPTH (FT)	AVG V (FT/S)	AVG SHEAR STRESS (LB/SQ FT)	FLOW (CFS)	DEPTH (FT)	AVG V (FT/S)	AVG SHEAR STRESS (LB/SQ FT)
C.01	00+13.50	00+50.00	36.5	1156.68	1153.76	8.00%	0.035	0	3:1	1.6	0.38	3.8	0.887	8.1	0.69	5.7	1.630
C.02	00+50.00	01+00.00	50.0	1153.76	1151.76	4.00%	0.035	0	3:1	2.1	0.47	3.1	0.560	10.8	0.87	4.7	1.034
C.03	01+00.00	01+50.00	50.0	1151.76	1149.76	4.00%	0.035	0	3:1	2.6	0.51	3.3	0.606	13.5	0.95	5.0	1.124
C.04	01+50.00	02+00.00	50.0	1149.76	1148.01	3.50%	0.035	0	3:1	3.1	0.56	3.3	0.581	16.1	1.04	5.0	1.078
C.05	02+00.00	02+50.00	50.0	1148.01	1146.76	2.50%	0.035	0	3:1	3.6	0.63	3.0	0.468	18.8	1.17	4.5	0.869
C.06	02+50.00	02+77.23	27.2	1146.76	1146.49	1.00%	0.035	0	3:1	4.2	0.80	2.2	0.235	21.5	1.47	3.3	0.434
C.07	02+77.23	02+96.25	19.0	1146.49	1144.76	9.08%	0.045	0	3:1	5.2	0.63	4.4	1.682	26.9	1.16	6.7	3.114
C.08	03+34.50	03+91.50	57.0	1144.51	1144.00	0.89%	0.030	4	3:1	10.4	0.63	2.8	0.258	53.8	1.45	4.4	0.512



LEGEND

- EXIST TREE TO REMAIN
- EXIST 1' CONTOUR
- EXIST 5' CONTOUR

NOTES:

1. SECTIONS A-A, AND B-B SEE TYPICAL SECTIONS SHEET 11.
2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.

Item # 17.
GILPIN
 ENGINEERING COMPANY
 T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-8266
 9701 BRODIE LANE #203
 AUSTIN, TX 78748
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ENGINEER'S SEAL:

 B. RYAN BELL
 LICENSED PROFESSIONAL ENGINEER
 4/27/2023

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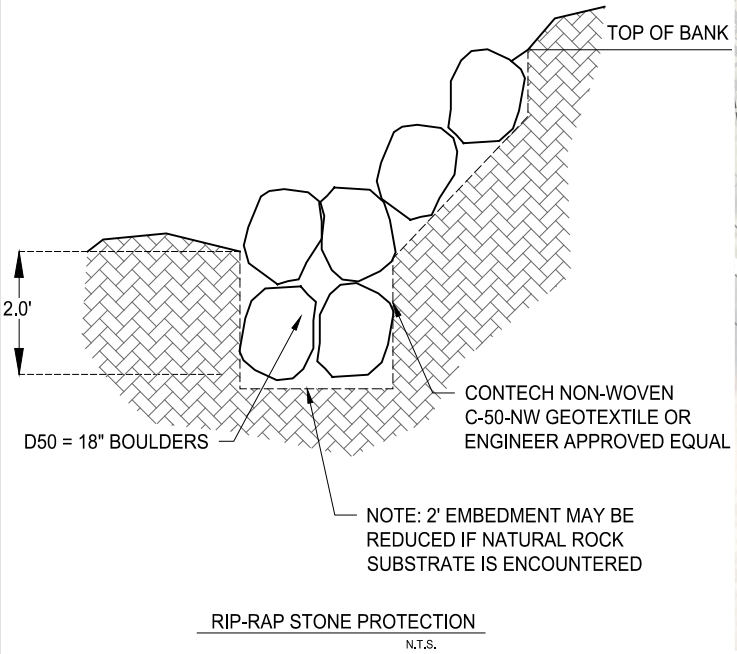
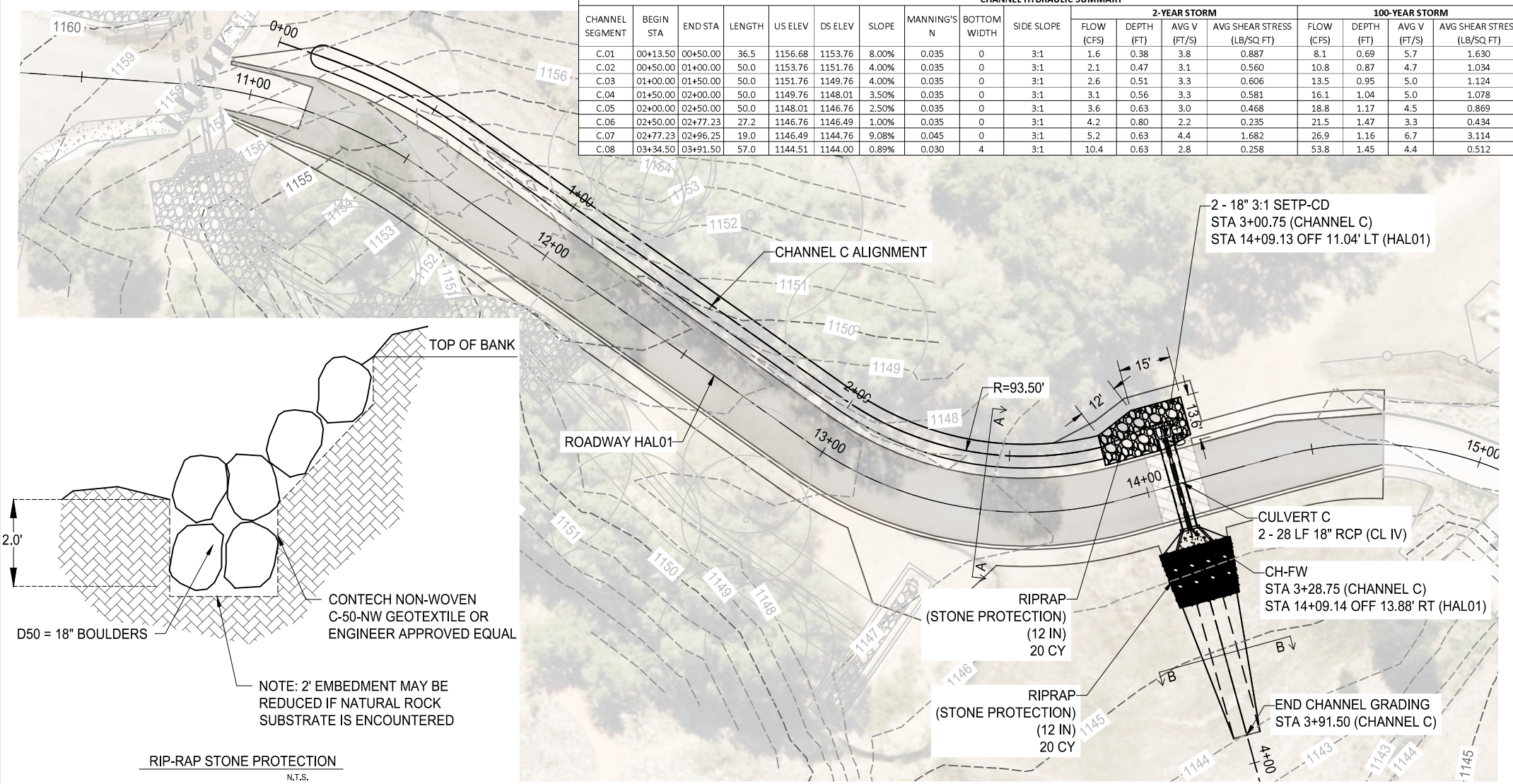
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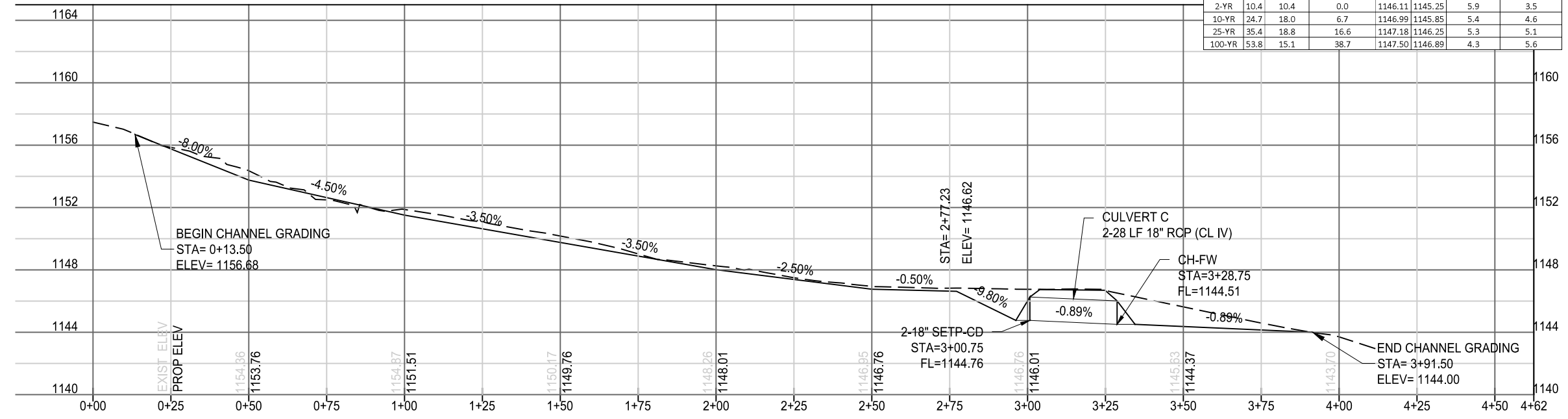


PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

SHEET TITLE:
**CULVERT LAYOUT
 & CHANNEL GRADING**



CHANNEL C PROFILE



CULVERT HYDRAULIC SUMMARY							
STORM EVENT	Q	CULVERT Q	OVERTOPPING Q	US WSE	DS WSE	CULVERT V (FT/S)	TAILWATER V (FT/S)
2-YR	10.4	10.4	0.0	1146.11	1145.25	5.9	3.5
10-YR	24.7	18.0	6.7	1146.99	1145.85	5.4	4.6
25-YR	35.4	18.8	16.6	1147.18	1146.25	5.3	5.1
100-YR	53.8	15.1	38.7	1147.50	1146.89	4.3	5.6

ENGINEER'S SEAL:



TABLE OF VARIABLE DIMENSIONS AND QUANTITIES FOR ONE HEADWALL (5)

Slope	Dia of Pipe (D)	Values for One Pipe				Values to be Added for Each Add'l Pipe				
		W	X	Y	L	Reinf (Lbs)	Conc (CY) (1)	X and W	Reinf (Lbs)	Conc (CY) (1)
2:1	12"	4'-7 1/2"	2'-6"	2'-10"	3'-3 3/4"	88	0.6	1'-9"	20	0.2
	15"	5'-5 3/4"	2'-9 1/2"	3'-4"	3'-10 1/4"	103	0.7	2'-2"	24	0.3
	18"	6'-4 1/4"	3'-1"	3'-10"	4'-5"	124	0.9	2'-8"	32	0.3
	21"	7'-2 3/4"	3'-4 1/2"	4'-4"	5'-0"	143	1.1	3'-1"	43	0.4
	24"	8'-2 1/2"	3'-9 1/2"	4'-10"	5'-7"	164	1.3	3'-7"	50	0.5
	27"	9'-1"	4'-1"	5'-4"	6'-2"	179	1.5	3'-11"	56	0.6
	30"	9'-11 1/2"	4'-4 1/2"	5'-10"	6'-8 3/4"	203	1.7	4'-4"	65	0.8
	33"	10'-10"	4'-8"	6'-4"	7'-3 3/4"	224	2.0	4'-8"	71	0.9
	36"	11'-8 1/4"	4'-11 1/2"	6'-10"	7'-10 3/4"	249	2.2	5'-1"	81	1.0
	42"	13'-5 1/4"	5'-6 1/2"	7'-10"	9'-0 1/2"	298	2.8	5'-10"	97	1.3
	48"	15'-9"	6'-1 1/2"	9'-4"	10'-9 1/4"	360	3.8	6'-7"	117	1.7
	54"	17'-5 3/4"	6'-8 1/2"	10'-4"	11'-11 1/4"	427	4.5	7'-6"	151	2.1
60"	19'-2 3/4"	7'-3 1/2"	11'-4"	13'-1"	481	5.3	8'-3"	174	2.5	
66"	20'-11 1/2"	7'-10 1/2"	12'-4"	14'-3"	544	6.2	8'-9"	194	2.9	
72"	22'-8 1/2"	8'-5 1/2"	13'-4"	15'-4 3/4"	601	7.1	9'-4"	213	3.3	
3:1	12"	6'-3"	2'-6"	4'-3"	4'-11"	118	0.8	1'-9"	22	0.2
	15"	7'-5"	2'-9 1/2"	5'-0"	5'-9 1/4"	137	1.1	2'-2"	28	0.3
	18"	8'-6 3/4"	3'-1"	5'-9"	6'-7 3/4"	170	1.3	2'-8"	37	0.5
	21"	9'-8 3/4"	3'-4 1/2"	6'-6"	7'-6"	195	1.6	3'-1"	48	0.6
	24"	11'-0"	3'-9 1/2"	7'-3"	8'-4 1/2"	227	2.0	3'-7"	58	0.7
	27"	12'-2"	4'-1"	8'-0"	9'-2 3/4"	251	2.3	3'-11"	67	0.8
	30"	13'-4"	4'-4 1/2"	8'-9"	10'-1 1/4"	293	2.7	4'-4"	77	1.0
	33"	14'-5 3/4"	4'-8"	9'-6"	10'-11 3/4"	318	3.1	4'-8"	84	1.2
	36"	15'-7 3/4"	4'-11 1/2"	10'-3"	11'-10"	351	3.5	5'-1"	96	1.4
	42"	17'-11 1/2"	5'-6 1/2"	11'-9"	13'-6 3/4"	432	4.5	5'-10"	119	1.7
	48"	21'-1 3/4"	6'-1 1/2"	14'-0"	16'-2"	537	6.1	6'-7"	146	2.3
	54"	23'-5 1/2"	6'-8 1/2"	15'-6"	17'-10 3/4"	630	7.3	7'-6"	186	2.9
60"	25'-9 1/4"	7'-3 1/2"	17'-0"	19'-7 1/2"	719	8.7	8'-3"	219	3.4	
66"	28'-1"	7'-10 1/2"	18'-6"	21'-4 1/4"	811	10.1	8'-9"	242	3.9	
72"	30'-4 3/4"	8'-5 1/2"	20'-0"	23'-1 1/4"	924	11.7	9'-4"	272	4.4	
4:1	12"	7'-10 3/4"	2'-6"	5'-8"	6'-6 1/2"	148	1.1	1'-9"	24	0.3
	15"	9'-4"	2'-9 1/2"	6'-8"	7'-8 1/2"	181	1.5	2'-2"	32	0.4
	18"	10'-9 1/2"	3'-1"	7'-8"	8'-10 1/4"	221	1.9	2'-8"	42	0.5
	21"	12'-2 3/4"	3'-4 1/2"	8'-8"	10'-0"	260	2.3	3'-1"	57	0.7
	24"	13'-9 1/2"	3'-9 1/2"	9'-8"	11'-2"	301	2.8	3'-7"	67	0.9
	27"	15'-3"	4'-1"	10'-8"	12'-3 3/4"	334	3.3	3'-11"	77	1.0
	30"	16'-8 1/4"	4'-4 1/2"	11'-8"	13'-5 3/4"	385	3.8	4'-4"	89	1.3
	33"	18'-1 3/4"	4'-8"	12'-8"	14'-7 1/2"	425	4.5	4'-8"	101	1.4
	36"	19'-7"	4'-11 1/2"	13'-8"	15'-9 1/4"	472	5.1	5'-1"	115	1.7
	42"	22'-5 3/4"	5'-6 1/2"	15'-8"	18'-1"	583	6.5	5'-10"	141	2.1
	48"	26'-6 1/4"	6'-1 1/2"	18'-8"	21'-6 3/4"	730	8.9	6'-7"	175	2.8
	54"	29'-5"	6'-8 1/2"	20'-8"	23'-10 1/4"	875	10.7	7'-6"	226	3.6
60"	32'-3 3/4"	7'-3 1/2"	22'-8"	26'-2"	996	12.7	8'-3"	264	4.3	
66"	35'-2 1/2"	7'-10 1/2"	24'-8"	28'-5 3/4"	1,140	14.9	8'-9"	300	4.9	
72"	38'-1 1/4"	8'-5 1/2"	26'-8"	30'-9 1/2"	1,297	17.3	9'-4"	334	5.6	
6:1	12"	11'-2"	2'-6"	8'-6"	9'-9 3/4"	224	1.9	1'-9"	28	0.4
	15"	13'-2 1/4"	2'-9 1/2"	10'-0"	11'-6 1/4"	268	2.5	2'-2"	37	0.5
	18"	15'-2 1/2"	3'-1"	11'-6"	13'-3 1/4"	330	3.2	2'-8"	50	0.7
	21"	17'-2 3/4"	3'-4 1/2"	13'-0"	15'-0 1/4"	387	3.9	3'-1"	69	0.9
	24"	19'-4 1/2"	3'-9 1/2"	14'-6"	16'-9"	453	4.8	3'-7"	80	1.2
	27"	21'-4 3/4"	4'-1"	16'-0"	18'-5 3/4"	512	5.7	3'-11"	96	1.4
	30"	23'-5 1/4"	4'-4 1/2"	17'-6"	20'-2 1/2"	593	6.7	4'-4"	110	1.7
	33"	25'-5 1/2"	4'-8"	19'-0"	21'-11 1/4"	675	7.8	4'-8"	127	2.0
	36"	27'-5 3/4"	4'-11 1/2"	20'-6"	23'-8"	735	9.0	5'-1"	144	2.3
	42"	31'-6 1/4"	5'-6 1/2"	23'-6"	27'-1 1/2"	922	11.5	5'-10"	179	3.0
	48"	37'-3 1/2"	6'-1 1/2"	28'-0"	32'-4"	1,191	15.9	6'-7"	231	4.0
	54"	41'-4 1/4"	6'-8 1/2"	31'-0"	35'-9 1/2"	1,424	19.2	7'-6"	300	5.0
60"	45'-4 3/4"	7'-3 1/2"	34'-0"	39'-3"	1,631	22.9	8'-3"	353	6.0	

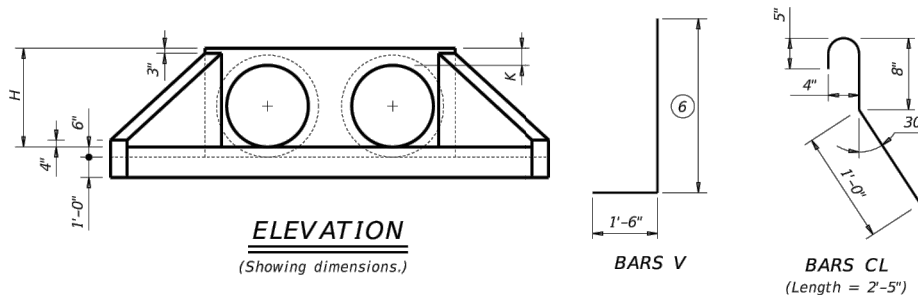
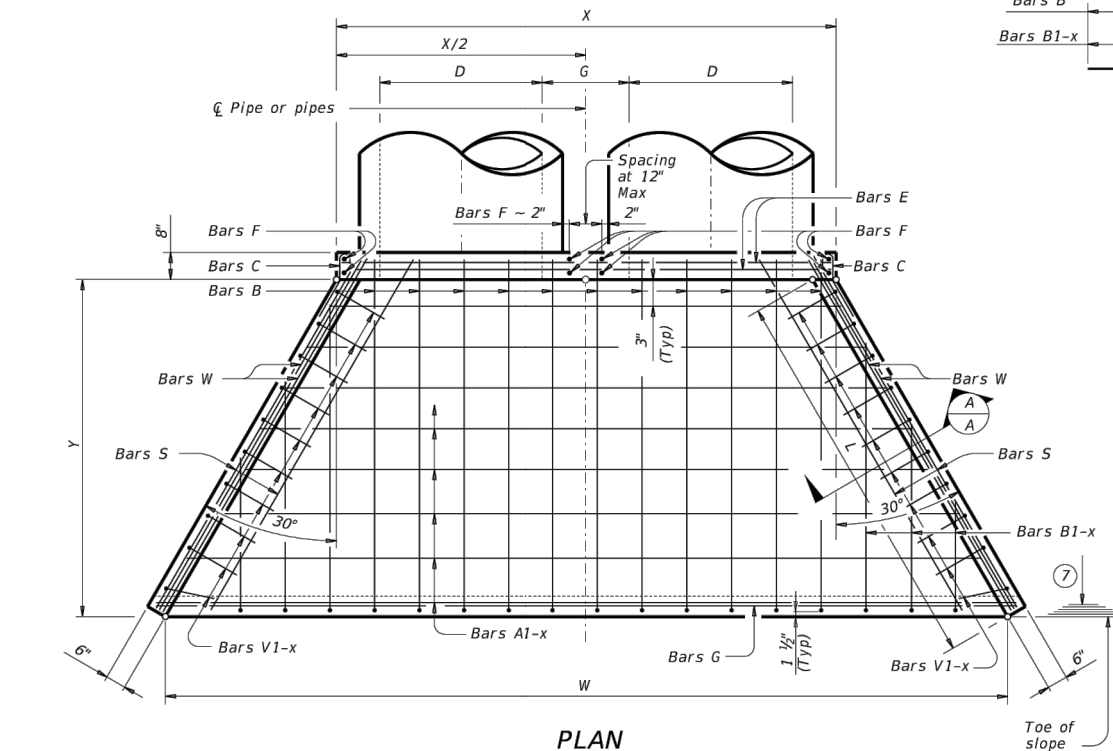
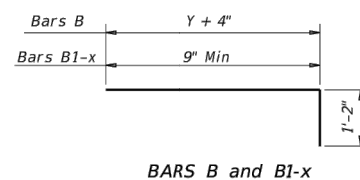


TABLE OF REINFORCING STEEL (5)

Bar	Size	Spa	No.
A	#4	1'-0"	~
B	#3	1'-6"	~
C	#4	1'-0"	~
D	#3	1'-0"	~
E	#5	~	4
F	#5	~	~
G	#3	~	2
S	#4	~	6
V	#4	1'-0"	~
W	#5	~	4

TABLE OF CONSTANT DIMENSIONS

Dia of Pipe (D)	G	K (4)	H
12"	0'-9"	1'-0"	2'-0"
15"	0'-11"	1'-0"	2'-3"
18"	1'-2"	1'-0"	2'-6"
21"	1'-4"	1'-0"	2'-9"
24"	1'-7"	1'-0"	3'-0"
27"	1'-8"	1'-0"	3'-3"
30"	1'-10"	1'-0"	3'-6"
33"	1'-11"	1'-0"	3'-9"
36"	2'-1"	1'-0"	4'-0"
42"	2'-4"	1'-0"	4'-6"
48"	2'-7"	1'-3"	5'-3"
54"	3'-0"	1'-3"	5'-9"
60"	3'-3"	1'-3"	6'-3"
66"	3'-3"	1'-3"	6'-9"
72"	3'-4"	1'-3"	7'-3"

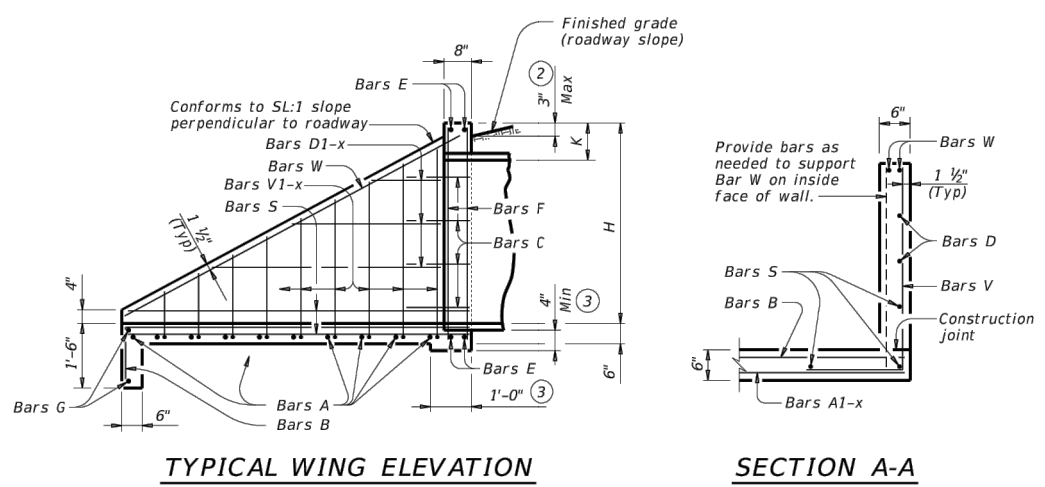


- Quantities shown are for concrete pipe and will increase slightly for metal pipe installations.
- For vehicle safety, construct curbs no more than 3" above finished grade. Reduce curb heights, if necessary, to meet these requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
- Provide a 1'-0" footing as shown where required to maintain 4" minimum cover for pipes.
- Dimensions shown are usual and maximum.
- Quantities shown are for one structure end only (one headwall).
- Min Length = $6" + 3" \times \left(\frac{12 \times H - 7}{12 \times L} \right)$
 Max Length = $12 \times H - 3" \times \left(\frac{12 \times H - 7}{12 \times L} \right) - 1"$
- Lengths of wings based on SL:1 slope along this line.

MATERIAL NOTES:
 Provide Grade 60 reinforcing steel.
 Provide Class C concrete (f'c = 3,600 psi).

GENERAL NOTES:
 Designed according to AASHTO LRFD Bridge Design Specifications.
 Do not mount bridge rails of any type directly to these culvert headwalls.
 This standard may not be used for wall heights, H, exceeding the values shown.

Cover dimensions are clear dimensions, unless noted otherwise. Reinforcing dimensions are out-to-out of bars.



Texas Department of Transportation
 Bridge Division Standard

CONCRETE HEADWALLS WITH FLARED WINGS FOR 0° SKEW PIPE CULVERTS

CH-FW-0

FILE: chfw00se-20.dgn DW: TxDOT CK: TxDOT DW: TxDOT CK: TxDOT
 February 2020 CONT SECT JOB HIGHWAY
 REVISIONS DIST COUNTY SHEET NO.

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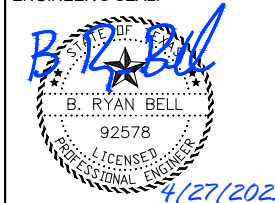
DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: PARKS-2023-0001



PROJECT: RANCH HOUSE ROAD PHASE 2

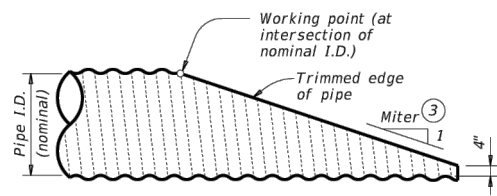
SHEET TITLE: DRAINAGE DETAILS (CH-FW-0)

ENGINEER'S SEAL:



CROSS PIPE LENGTHS AND PIPE RUNNER LENGTHS ① ②

Nominal Culvert I.D.	Pipe Culvert Spa - G	Cross Pipe Length	Pipe Runner Length											
			3:1 Side Slope				4:1 Side Slope				6:1 Side Slope			
			0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew
24"	1' - 7"	3' - 5"	N/A	N/A	N/A	5' - 10"	N/A	N/A	N/A	8' - 1"	N/A	N/A	12' - 9"	
27"	1' - 8"	3' - 8"	N/A	N/A	5' - 5"	6' - 11"	N/A	N/A	7' - 7"	9' - 7"	N/A	N/A	14' - 11"	
30"	1' - 10"	3' - 11"	N/A	N/A	6' - 4"	8' - 0"	N/A	N/A	8' - 9"	11' - 0"	N/A	N/A	17' - 0"	
33"	1' - 11"	4' - 2"	6' - 2"	6' - 5"	7' - 3"	9' - 1"	8' - 6"	8' - 10"	10' - 0"	12' - 5"	13' - 3"	13' - 9"	19' - 2"	
36"	2' - 1"	4' - 5"	6' - 11"	7' - 3"	8' - 2"	10' - 2"	9' - 6"	9' - 11"	11' - 2"	13' - 10"	14' - 9"	15' - 3"	21' - 3"	
42"	2' - 4"	4' - 11"	8' - 6"	8' - 10"	9' - 11"	12' - 4"	11' - 7"	12' - 0"	13' - 6"	16' - 8"	17' - 9"	18' - 5"	25' - 7"	
48"	2' - 7"	5' - 5"	10' - 1"	10' - 5"	11' - 9"	N/A	13' - 7"	14' - 2"	15' - 10"	N/A	20' - 9"	21' - 6"	N/A	
54"	3' - 0"	5' - 11"	11' - 8"	12' - 1"	N/A	N/A	15' - 8"	16' - 3"	N/A	N/A	23' - 10"	24' - 8"	N/A	
60"	3' - 3"	6' - 5"	13' - 3"	N/A	N/A	N/A	17' - 9"	N/A	N/A	N/A	26' - 10"	N/A	N/A	



NOTE: All pipe runners, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

(Showing corrugated metal pipe (CMP) culvert. Details of reinforced concrete pipe (RCP) culvert are similar.)

TYPICAL PIPE CULVERT MITERS ③

Side Slope	0° Skew	15° Skew	30° Skew	45° Skew
3:1	3:1	3.106:1	3.464:1	4.243:1
4:1	4:1	4.141:1	4.619:1	5.657:1
6:1	6:1	6.212:1	6.928:1	8.485:1

CONDITIONS WHERE PIPE RUNNERS ARE NOT REQUIRED ②

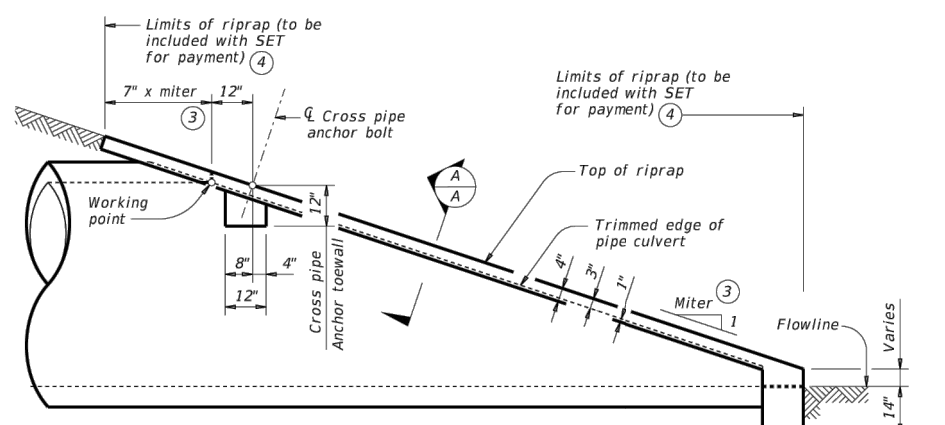
Nominal Culvert I.D.	Single Pipe Culvert	Multiple Pipe Culverts
12" thru 21"	Skews thru 45°	Skews thru 45°
24"	Skews thru 45°	Skews thru 30°
27"	Skews thru 30°	Skews thru 15°
30"	Skews thru 15°	Skews thru 15°
33"	Skews thru 15°	Always required
36"	Normal (no skew)	Always required
42" thru 60"	Always required	Always required

STANDARD PIPE SIZES AND MAX PIPE RUNNER LENGTHS ①

Pipe Size	Pipe O.D.	Pipe I.D.	Max Pipe Runner Length
2" STD	2.375"	2.067"	N/A
3" STD	3.500"	3.068"	10' - 0"
4" STD	4.500"	4.026"	19' - 8"
5" STD	5.563"	5.047"	34' - 2"

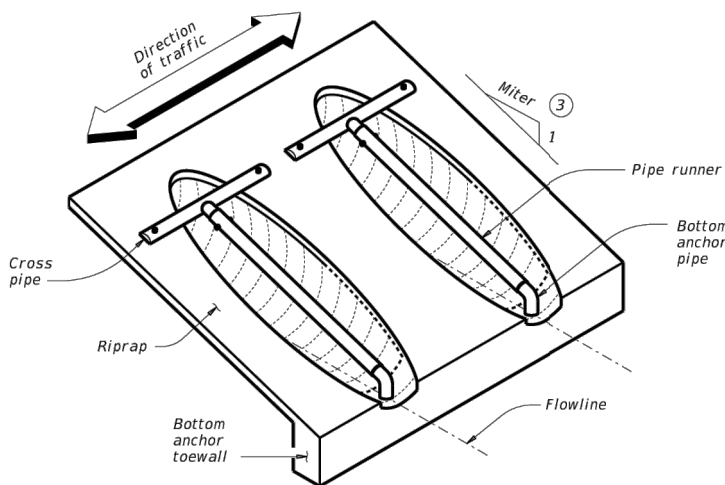
ESTIMATED CONCRETE RIPRAP QUANTITIES (CY) ⑤

Nominal Culvert I.D.	3:1 Side Slope				4:1 Side Slope				6:1 Side Slope			
	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew
12"	0.4	0.4	0.5	0.5	0.5	0.5	0.5	0.6	0.7	0.7	0.7	0.8
15"	0.5	0.5	0.5	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9
18"	0.5	0.5	0.6	0.6	0.6	0.7	0.7	0.8	0.8	0.8	0.9	1.0
21"	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9	0.9	0.9	1.0	1.2
24"	0.6	0.7	0.7	0.8	0.8	0.8	0.8	1.0	1.0	1.0	1.1	1.3
27"	0.7	0.7	0.8	0.9	0.8	0.9	0.9	1.1	1.1	1.1	1.2	1.4
30"	0.8	0.8	0.8	0.9	0.9	0.9	1.0	1.2	1.2	1.2	1.3	1.6
33"	0.8	0.8	0.9	1.0	1.0	1.0	1.1	1.3	1.3	1.4	1.5	1.7
36"	0.9	0.9	0.9	1.1	1.1	1.1	1.2	1.4	1.4	1.5	1.6	1.8
42"	1.0	1.0	1.1	1.3	1.2	1.3	1.3	1.6	1.6	1.7	1.8	2.1
48"	1.1	1.1	1.2	N/A	1.4	1.4	1.5	N/A	1.9	1.9	2.1	N/A
54"	1.3	1.3	N/A	N/A	1.6	1.6	N/A	N/A	2.1	2.1	N/A	N/A
60"	1.4	N/A	N/A	N/A	1.7	N/A	N/A	N/A	2.3	N/A	N/A	N/A



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

(Showing reinforced concrete pipe (RCP) culvert. Details of corrugated metal pipe (CMP) culvert are similar. Pipe runners not shown for clarity)



ISOMETRIC VIEW OF TYPICAL INSTALLATION

(Showing installation with no skew.)

① Provide pipe runner of the size shown in the tables. Provide cross pipe of the same size as the pipe runner. Provide cross pipe stub out and bottom anchor pipe of the next smaller size pipe as shown in the Standard Pipe Sizes and Max Pipe Runner Lengths table.

② This standard allows for the placement of only one pipe runner across each culvert pipe opening. In order to limit the clear opening to be traversed by an errant vehicle, the following conditions must be met:

- For 60" culvert pipes, the skew must not exceed 0°.
- For 54" culvert pipes, the skew must not exceed 15°.
- For 48" culvert pipes, the skew must not exceed 30°.
- For all culvert pipe sizes 42" and less, the skew must not exceed 45°.

If the above conditions cannot be met, the designer should consider using a safety end treatment with flared wings. For further information, refer to the TxDOT Roadway Design Manual.

③ Miter = slope of mitered end of pipe culvert.

④ Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap".

⑤ Quantities shown are for one end of one reinforced concrete pipe (RCP) culvert. For multiple pipe culverts or for corrugated metal pipe (CMP) culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

SHEET 1 OF 2



SAFETY END TREATMENT FOR 12" DIA TO 60" DIA PIPE CULVERTS TYPE II ~ CROSS DRAINAGE

SETP-CD

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DESIGNED BY: DC

CHECKED BY: RB

PROJ #: PARKS-2023-0001



PROJECT:

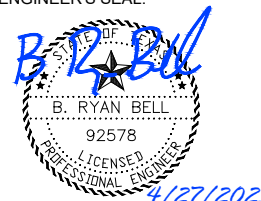
RANCH HOUSE ROAD PHASE 2

SHEET TITLE:

DRAINAGE DETAILS (SETP-CD)

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DATE: FILE:

ENGINEER'S SEAL:

 B. RYAN BELL
 LICENSED PROFESSIONAL ENGINEER
 4/27/2023

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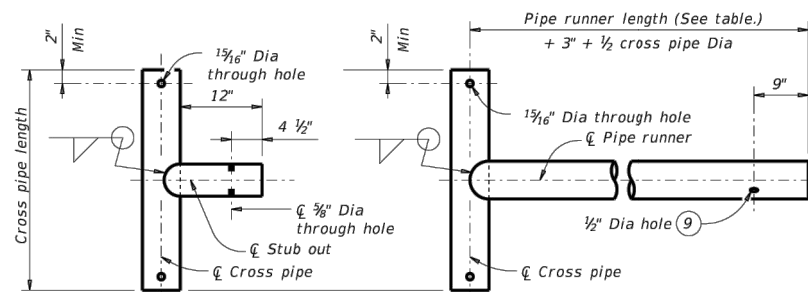
NO.	REVISION	DATE

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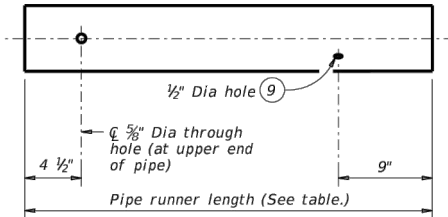


PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

SHEET TITLE:
**DRAINAGE DETAILS
 (SETP-CD)**

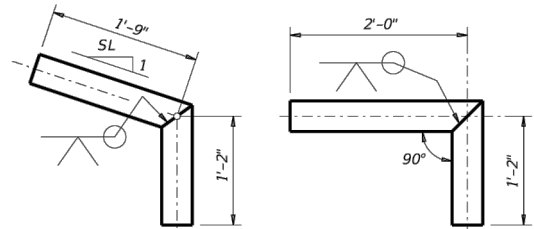


OPTION A1 OPTION A2
CROSS PIPE AND CONNECTIONS DETAILS

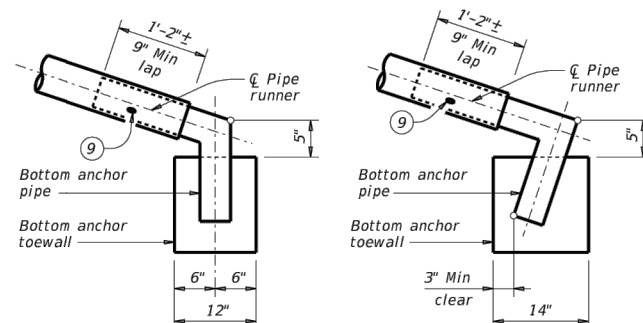


NOTE: The separate pipe runner shown is required when Cross Pipe Connection Option A1 is used.

PIPE RUNNER DETAILS



OPTION B1 OPTION B2
BOTTOM ANCHOR PIPE DETAILS 10

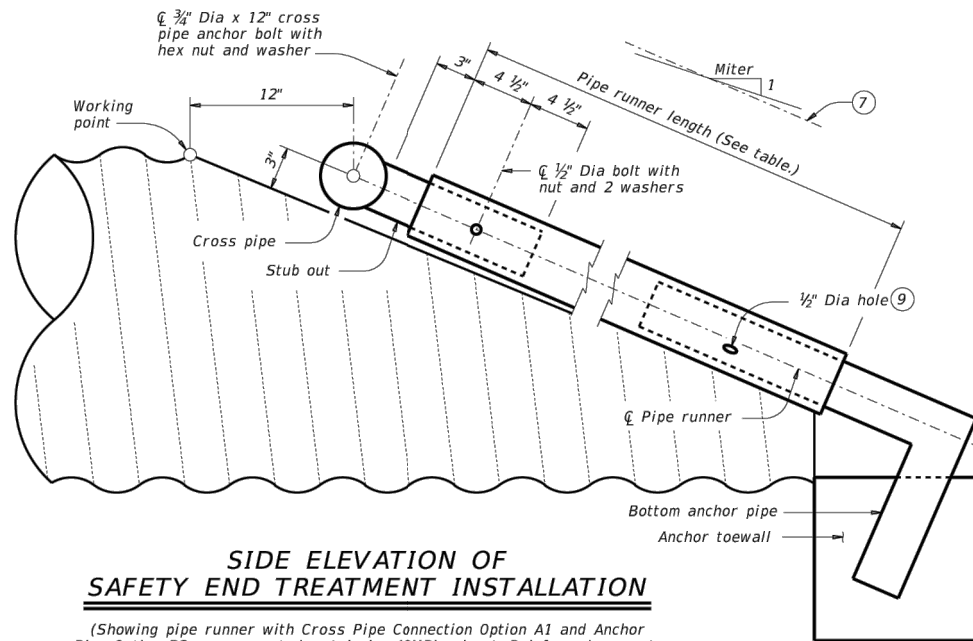


OPTION B1 OPTION B2
BOTTOM ANCHOR TOEWALL DETAILS

(Culvert and riprap not shown for clarity.)

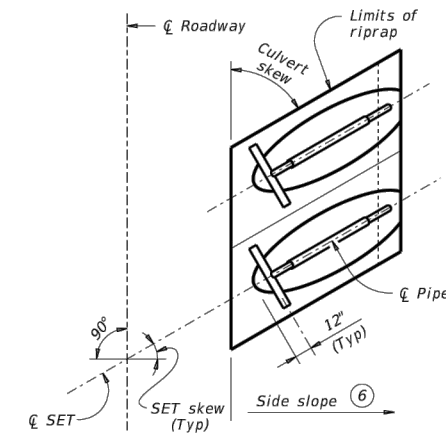
MATERIAL NOTES:
 Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
 Provide pipe runners, cross pipes, and anchor pipes conforming to the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.
 Provide ASTM A307 bolts and nuts.
 Galvanize all steel components, except concrete reinforcing, after fabrication.
 Repair galvanizing damaged during transport or construction in accordance with the specifications.

GENERAL NOTES:
 Pipe runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.
 Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the pipe runners.
 Payment for riprap and toewall is included in the price bid for each safety end treatment.
 Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap".

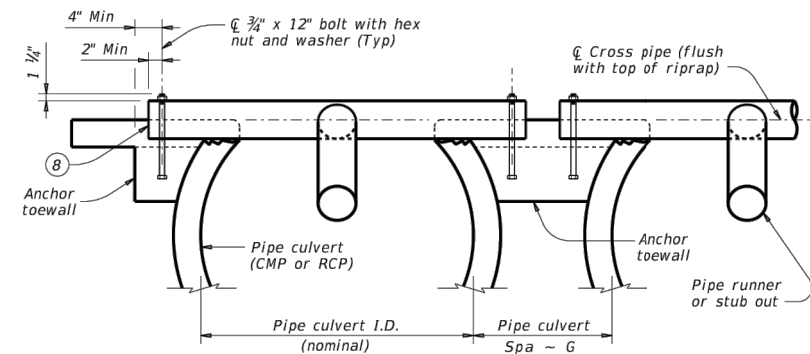


**SIDE ELEVATION OF
 SAFETY END TREATMENT INSTALLATION**

(Showing pipe runner with Cross Pipe Connection Option A1 and Anchor Pipe Option B2 on corrugated metal pipe (CMP) culvert. Reinforced concrete pipe culvert (RCP) details are similar. Riprap not shown for clarity)

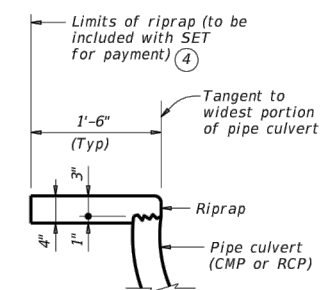


**PLAN OF SKEWED
 INSTALLATION**



**SHOWING CROSS PIPE
 AND ANCHOR TOEWALL**

SECTION A-A



**SHOWING TYPICAL PIPE
 CULVERT AND RIPRAP**

SHEET 2 OF 2

Texas Department of Transportation Bridge Division Standard

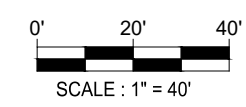
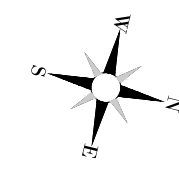
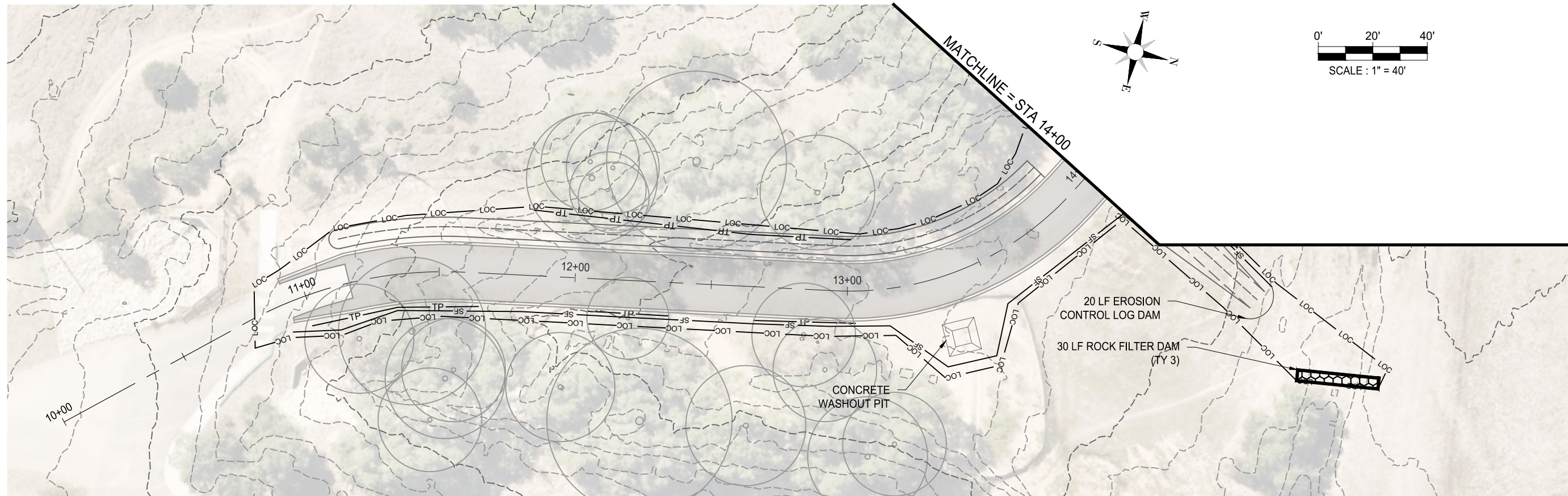
**SAFETY END TREATMENT
 FOR 12" DIA TO 60" DIA
 PIPE CULVERTS
 TYPE II ~ CROSS DRAINAGE**

SETP-CD

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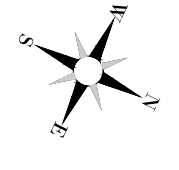
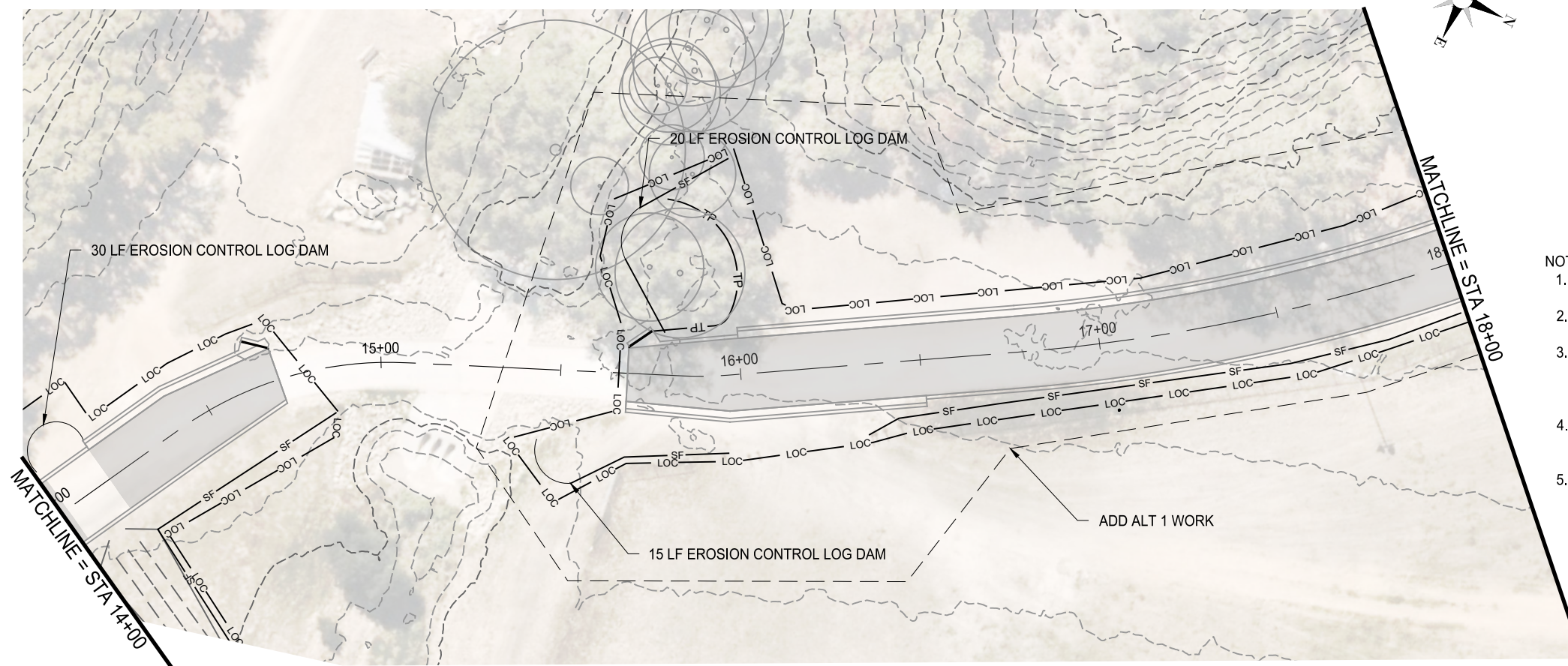
DATE:
 FILE:



Item # 17.
GILPIN
 ENGINEERING COMPANY
 T.B.P.L.S. Firm Registration # 10193770
 T.B.P.E. Firm Registration # F-8266
 9701 BRODIE LANE #203
 AUSTIN, TX 78748
 PH: 512.220.8100

ENGINEER'S SEAL:

 B. RYAN BELL
 92578
 LICENSED PROFESSIONAL ENGINEER
 4/27/2023



LEGEND

- PROPOSED PAVEMENT
- EXISTING TREE TO REMAIN
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- TREE PROTECTION
- SILT FENCE
- LIMITS OF CONSTRUCTION
- CONCRETE WASHOUT

- NOTES:
- TOTAL LIMITS OF CONSTRUCTION IS APPROXIMATELY 1.71 ACRES.
 - REFER TO EROSION AND SEDIMENTATION CONTROL DETAILS SHEETS FOR MORE INFORMATION ON INSTALLATION.
 - ALL DISTURBED AREAS SHALL BE RE-VEGETATED. RE-VEGETATION TO BE ESTABLISHED AT 70% COVERAGE AND COMPLETED PER CITY OF AUSTIN RE-VEGETATION SPECIFICATION.
 - CONTRACTOR TO SCHEDULE WORK HOURS OF INSTALLATIONS WITH DSRP OPERATOR TO AVOID DISRUPTION OF ONGOING OR SCHEDULED MAINTENANCE WORK.
 - WORK EQUIPMENT AND MACHINERY IS TO BE CLEARED FROM PROXIMITY DSRP MAINTENANCE STAFF WORK AREAS WHEN NOT IN USE.

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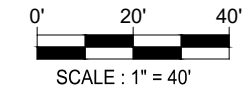
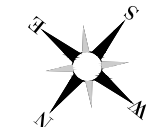
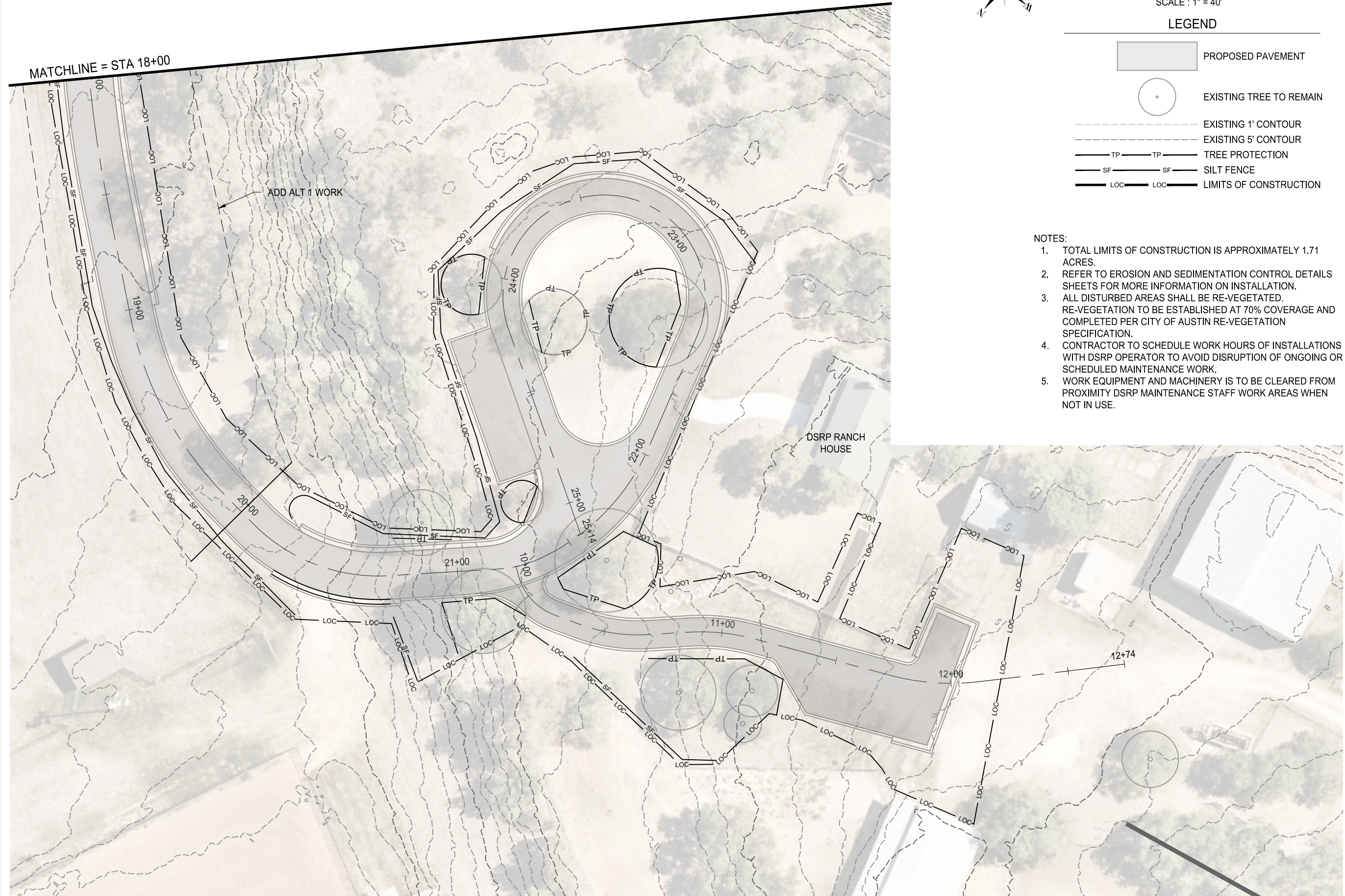
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DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: PARKS-2023-0001

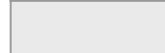








PROJECT:
**RANCH HOUSE ROAD
 PHASE 2**

SHEET TITLE:
**EROSION &
 SEDIMENTATION
 CONTROL PLAN**



LEGEND

-  PROPOSED PAVEMENT
-  EXISTING TREE TO REMAIN
-  EXISTING 1' CONTOUR
-  EXISTING 5' CONTOUR
-  TREE PROTECTION
-  SILT FENCE
-  LIMITS OF CONSTRUCTION

NOTES:


1. TOTAL LIMITS OF CONSTRUCTION IS APPROXIMATELY 1.71 ACRES.
2. REFER TO EROSION AND SEDIMENTATION CONTROL DETAILS SHEETS FOR MORE INFORMATION ON INSTALLATION.
3. ALL DISTURBED AREAS SHALL BE RE-VEGETATED. RE-VEGETATION TO BE ESTABLISHED AT 70% COVERAGE AND COMPLETED PER CITY OF AUSTIN RE-VEGETATION SPECIFICATION.
4. CONTRACTOR TO SCHEDULE WORK HOURS OF INSTALLATIONS WITH DSRP OPERATOR TO AVOID DISRUPTION OF ONGOING OR SCHEDULED MAINTENANCE WORK.
5. WORK EQUIPMENT AND MACHINERY IS TO BE CLEARED FROM PROXIMITY DSRP MAINTENANCE STAFF WORK AREAS WHEN NOT IN USE.

GILPIN
ENGINEERING COMPANY

Item # 17.

T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:



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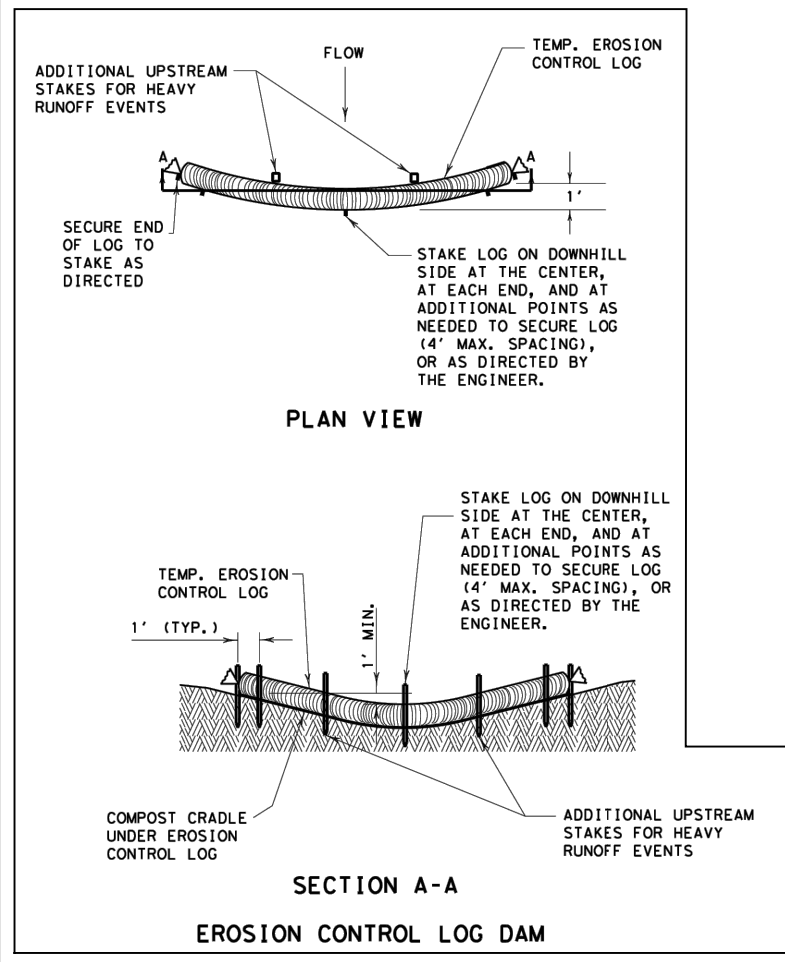
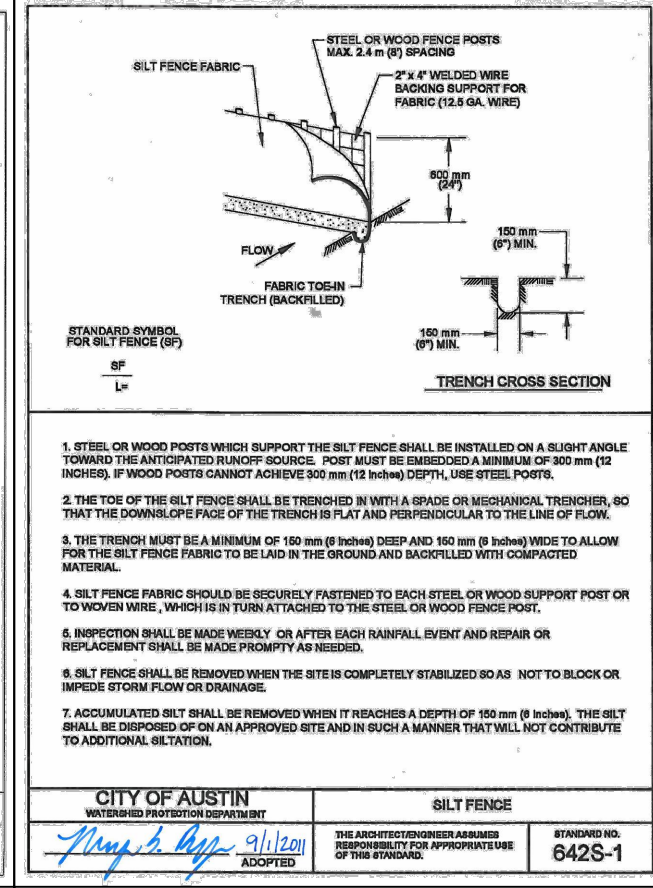
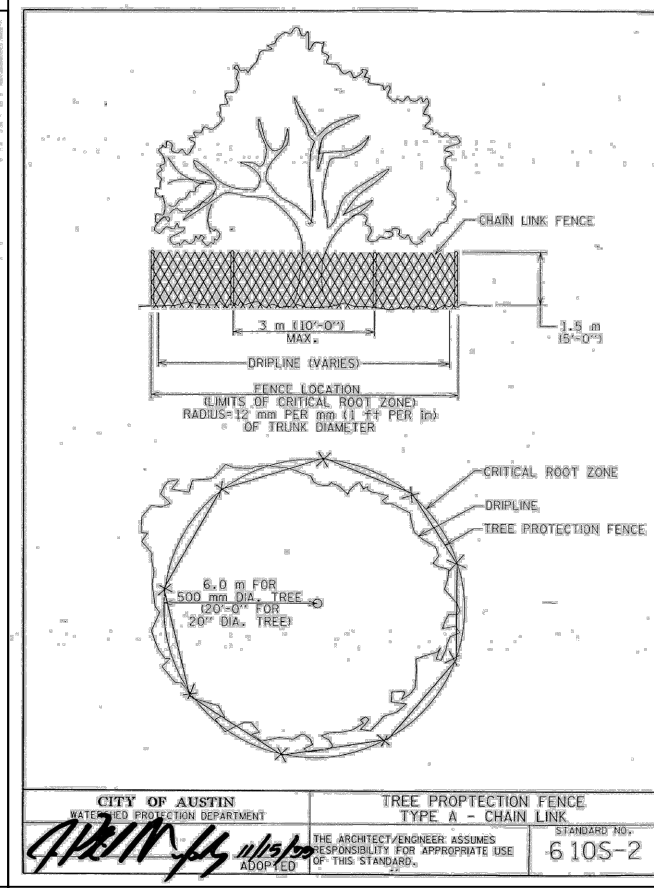
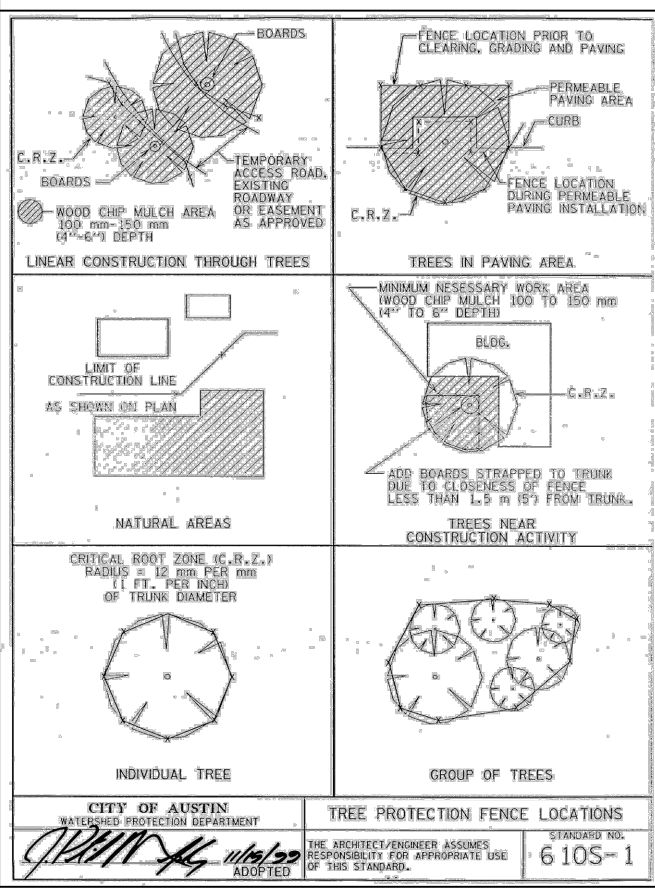
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PROJ #: PARKS-2023-0001



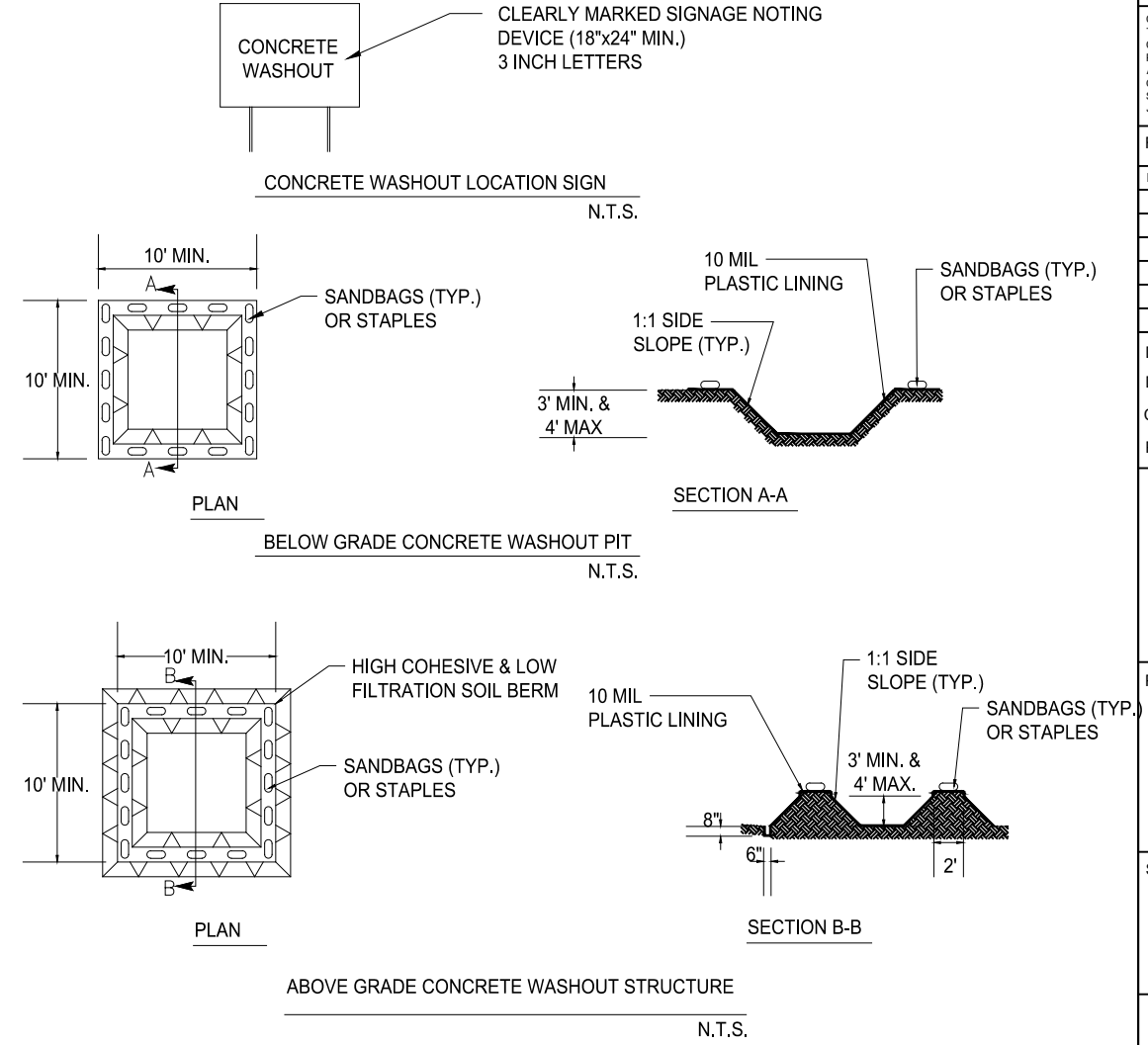
PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

SHEET TITLE:
**EROSION &
SEDIMENTATION
CONTROL PLAN**



CONCRETE WASHOUT NOTES:

- LOCATION SHALL BE INDICATED ON THE PLANS.
- THE CONCRETE WASHOUT STRUCTURES SHALL BE CLEANED OUT WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES' CAPACITY.
- CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH A SIGNAGE NOTING DEVICE.
- ANY PREFABRICATED CONCRETE WASHOUT BINS MUST BE APPROVED BY THE CITY PRIOR TO USE.
- CONCRETE WASHOUT STRUCTURE WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED SUBSIDIARY TO CONCRETE PAY ITEMS.



ENGINEER'S SEAL:

 B. RYAN BELL
 LICENSED PROFESSIONAL ENGINEER
 4/27/2023

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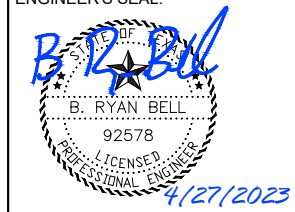
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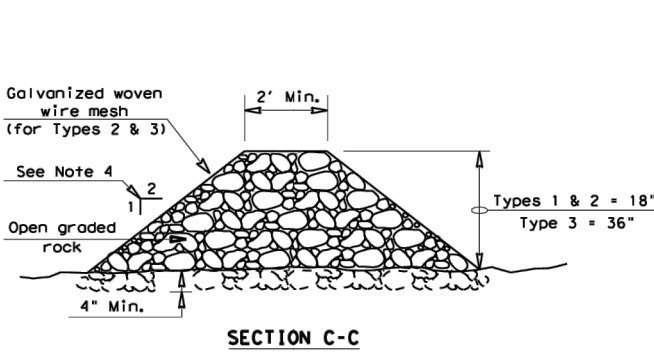
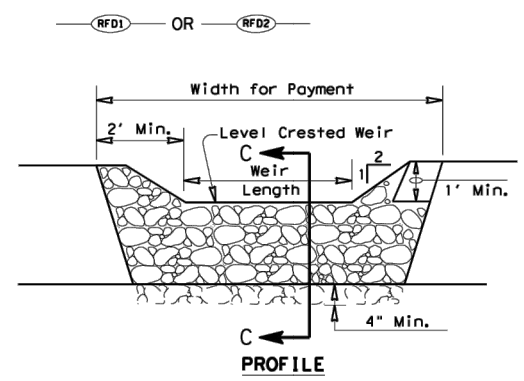
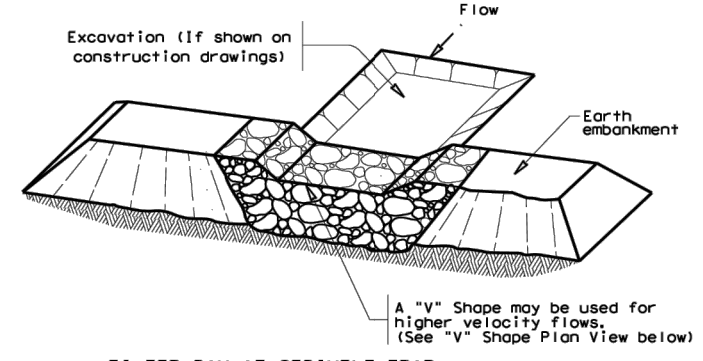
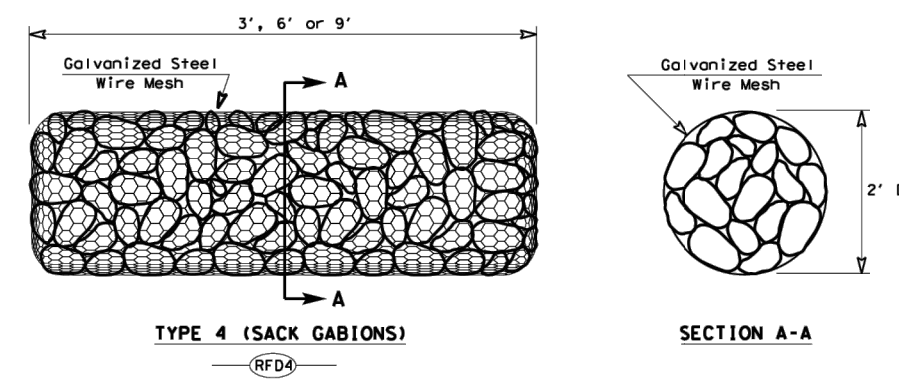
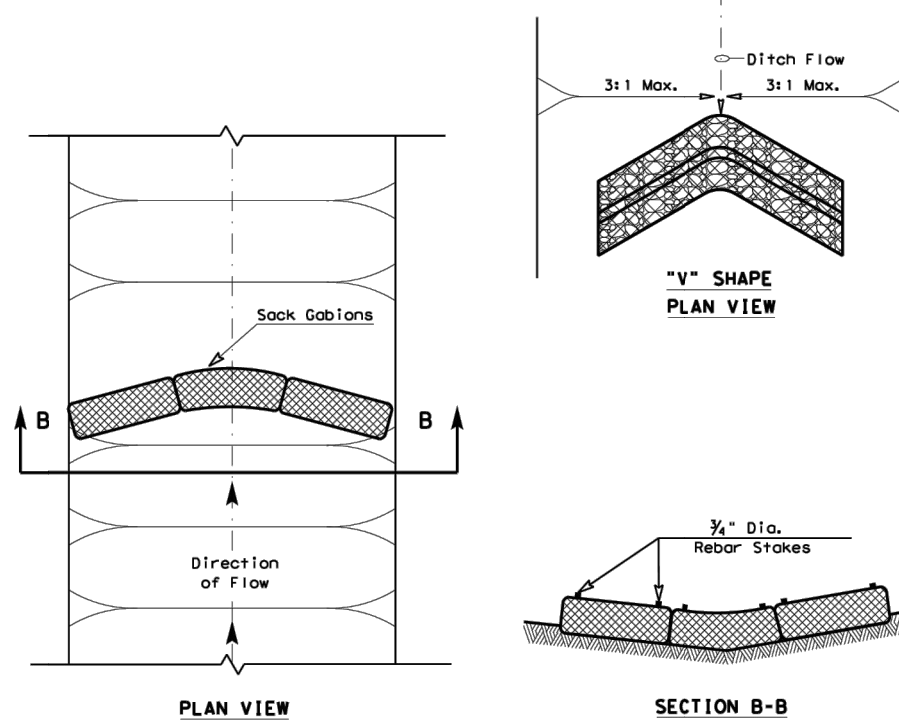
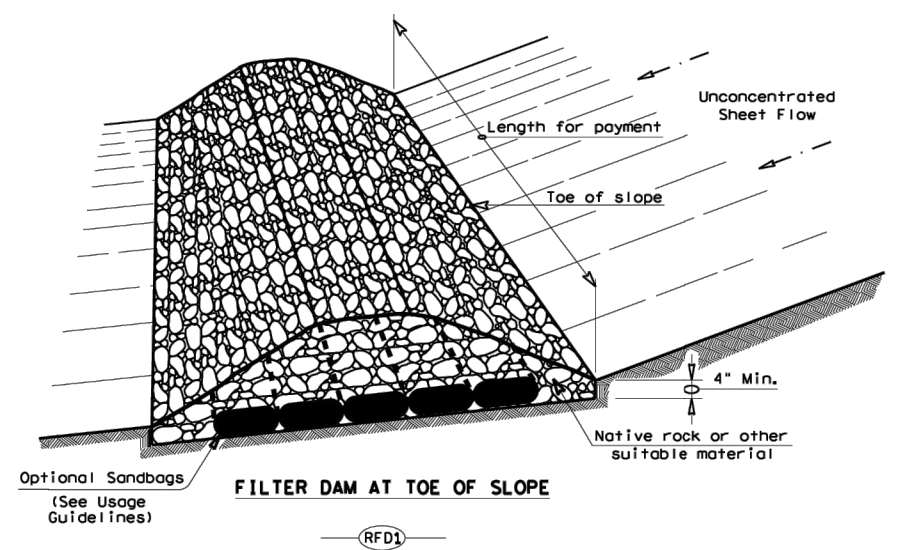
PROJECT:
RANCH HOUSE ROAD
PHASE 2

SHEET TITLE:
ESC DETAILS

ENGINEER'S SEAL:



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ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT² of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

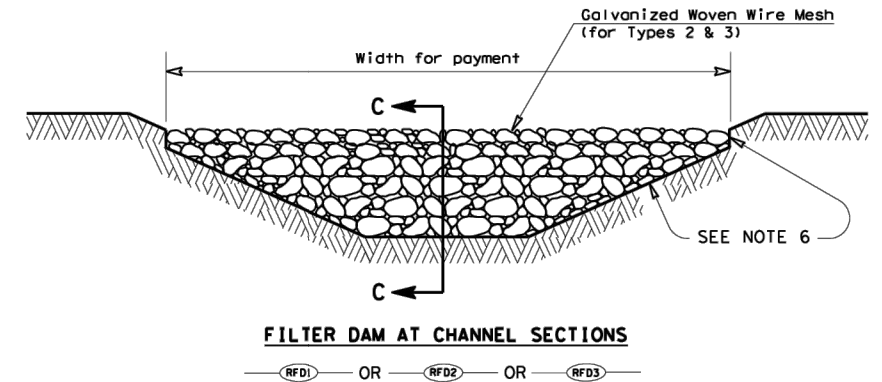
Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximately 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.



- GENERAL NOTES**
- If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
 - Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
 - The rock filter dam dimensions shall be as indicated on the SW3P plans.
 - Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
 - Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
 - Filter dams should be embedded a minimum of 4" into existing ground.
 - The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
 - Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
 - Sack Gabions should be staked down with 3/4" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 1/2" x 3 1/4"
 - Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
 - The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam	(RFD1)
Type 2 Rock Filter Dam	(RFD2)
Type 3 Rock Filter Dam	(RFD3)
Type 4 Rock Filter Dam	(RFD4)

Texas Department of Transportation Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC (2) - 16

FILE: ec216	DN: TxDOT	CK: KM	DN: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY	SHEET NO.	

REVISIONS:

NO.	REVISION	DATE

DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: PARKS-2023-0001



PROJECT: RANCH HOUSE ROAD PHASE 2

SHEET TITLE: ESC DETAILS (EC (2)-16)

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF**

**RANCH HOUSE ROAD PHASE 2
(#PARKS-2023-0001)**

Prepared For:



DRIPPING SPRINGS
Texas

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

Prepared by:



9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-9266

April 2023



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All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition and the Hays County Specifications for Roadway Design, Paving and drainage Improvements 2019 Edition.

DIVISION A
BIDDING INFORMATION & REQUIREMENTS

NOTICE TO BIDDERS

Sealed bids will be received by the **City of Dripping Springs**, at its office at **511 Mercer St., City Hall Building, Dripping Springs, Texas**, until **2:00 p.m. on Thursday, May 18, 2023**, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the “Project” titled **RANCH HOUSE ROAD PHASE 2 (#PARKS-2023-0001)** and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned unopened. Said bid shall be marked:

“RANCH HOUSE ROAD PHASE 2 (#PARKS-2023-0001)”

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier’s check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas, 78620**

2023 Ranch House Road Phase 2 (#PARKS-2023-0001) generally includes: construction of a new park access roadway consisting of 3,800 square yards of hot-mix asphaltic pavement, 3,749 square yards of 8” flexible base, 34 square yards of concrete sidewalk, minor culvert installation and channel grading, signs, and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at cgilpin@cityofdrippingsprings.com and the City of Dripping Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning **April 27, 2023**.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding **60 days** from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

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

An **Optional Pre-Bid conference** with prospective bidders will be held on **Thursday, May 4, 2023, at 1:00 p.m.** at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.

INSTRUCTIONS TO BIDDERS

1. NONRESPONSIVE BIDS: BIDS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
 - *Sign Bid*
 - Include *Bid Bond*: All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to City, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
 - List *Unit Bid Price* for each item
 - List *Total Amount of Bid*
 - Include *Non-Collusion Statement*: Each bidder shall file a statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
 - Include *References*: The City REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative. This information is provided on the Information from Bidders forms within this bid package.
2. ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID WILL BE DEEMED NON-RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.
3. ONE (1) ORIGINAL OF ALL BIDS MUST BE SUBMITTED (THIS INCLUDES ALL DOCUMENTATION SUBMITTED WITH THE BID). BIDS MUST BE MARKED ORIGINAL. ONE (1) DIGITAL COPY OF ALL BIDS MUST BE SUBMITTED.
4. Should this solicitation fail to contain sufficient information in order for interested firms to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested firm may in writing request clarification from Chad Gilpin, P.E., no later than **5 p.m. on Tuesday May 9, 2023**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.
5. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the

accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

6. Each proposal and the proposal guaranty must be originals and must be sealed in an envelope plainly marked with the name of the Project, and the name and the address of the Bidder. When submitted, this envelope shall be placed in another envelope addressed as indicated in this Notice to Bidders.
7. Only bids and bid guaranties actually in the hands of the designated official at the time set in this Notice to Bidders shall be considered. Bids submitted by telephone, e-mail, or fax will not be considered.
8. In case of ambiguity or lack of clarity in the statement of prices in the bids, the City reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
9. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
10. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the City elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.
11. Performance and Payment Bonds: Section 262.032 and of the Texas Local Government Code and Section 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds \$100,000.00, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as an insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In determining whether the surety or reinsurer holds a valid certificate of authority the City may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City. The purpose of a performance

bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done by the contractor in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

12. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages of as listed in *Section C-7* to the City for every day past the specified completion date stated in the proposal.
13. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered. The City Council may award a contract for the period implied or expressly stated in the lowest and/or best Bid.
14. The City reserves the right to award the contract on the basis of the Base Bid and any combination of Alternative Bid items which appears most advantageous to the City, to reject any or all bids, to waive objections based on failure to comply with formalities and to allow the correction of obvious or patent errors. Unless all bids are rejected, Owner agrees to give Notice of Award of contract to the successful bidder within **sixty (60) days** from the date of the bid opening or for such longer period of time that the Bidder may agree to in writing upon request of Owner.
15. Bidders for the construction work must submit a satisfactory cashier's or certified check, or bidder's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total bid based on the bid which check or bond shall be submitted as a guarantee that the bidder will enter into a contract and executed performance and payment bonds within ten (10) days after Notice of Award of contract is given to him for contracts in excess of \$25,000.00. Bids without the required check or bond will NOT be considered.
16. The successful bidder for the construction of the improvements must furnish a satisfactory Certificate of Insurance, and a satisfactory Performance Bond in the amount of 100% of the total contract price, and a satisfactory Payment Bond in such amount, both duly executed by such bidder as principal and by a corporate surety duly authorized so to act under the laws of the State of Texas. The successful bidder will be required to provide Performance and Payment Bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

<u>Construction Contract</u>	<u>Rating</u>
25,001 - 250,000	None
250,000 - 1,000,000	B
Over - 1,000,000	A

All lump sum and unit prices must be stated in both script and figures.

17. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.
18. Sales Tax: The City is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**DIVISION B
BID PROPOSAL**

Project: **RANCH HOUSE ROAD PHASE 2 (#PARKS-2023-0001)**

THIS BID IS SUBMITTED TO:

City of Dripping Springs
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

FROM: _____
Contractor

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER agrees to commence Work under this Contract on a date to be specified in written "Notice to Proceed" of the OWNER and to reach Substantial Completion of the Work within **sixty (60) calendar days** thereafter. BIDDER further agrees to pay, as liquidated damages, the sum for each consecutive working day thereafter as provided in Division C, Section 7 thereafter that Substantial Completion has not been reached as provided in the Agreement.
3. BIDDER accepts all of the terms and conditions of the Advertisement, Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for **60 calendar days** after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within **10 calendar days** after the date of OWNER's Notice of Award.
4. In submitting Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies that pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are or will be required by BIDDER, of the OWNER and/or the ENGINEER, in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. The following documents (signed and completed) are attached to and made a condition of this Bid:
- A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
 - B. Non-Collusion Affidavit
 - C. Conflict of Interest Statement
 - D. Information From Bidders

RESPECTFULLY SUBMITTED on _____, 2023.

By: _____
(Authorized Signature)

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

(Typed or Printed Name and Title)

Bidder: _____
(Name of Company)

Business Address: _____

Telephone No: _____

IF Bidder is a Corporation:

ATTEST

(Signature of Witness)

(Corporate Seal)

(State of Incorporation)

IF Bidder is a Joint Venture:

Each joint venture must sign a separate copy of this page. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.

BIDDER will complete the Work for the following prices:

BASE BID

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	0100 6001	PREPARING ROW for _____ dollars and _____ cents PER ACRE	AC	1.28	\$ _____	\$ _____
2	0104 6021	REMOVING CONC (CURB) for _____ dollars and _____ cents PER LINEAR FOOT	LF	8	\$ _____	\$ _____
3	0110 6001	EXCAVATION (ROADWAY) for _____ dollars and _____ cents PER CUBIC YARD	CY	894	\$ _____	\$ _____
4	0110 6002	EXCAVATION (CHANNEL) for _____ dollars and _____ cents PER CUBIC YARD	CY	54	\$ _____	\$ _____
5	0164 6003	BROADCAST SEED (PERM)(RURAL)(CLAY) for _____ dollars and _____ cents PER SQUARE YARD	SY	1,407	\$ _____	\$ _____
6	0247 6382	FL BS (CMP IN PLC)(TY A GR 5)(8") for _____ dollars and _____ cents PER SQUARE YARD	SY	2,619	\$ _____	\$ _____
7	0310 6001	PRIME COAT (MULTI OPTION) for _____ dollars and _____ cents PER GALLON	GAL	534	\$ _____	\$ _____
8	0432 6031	RIPRAP (STONE PROTECTION)(12 IN) for _____ dollars and _____ cents PER CUBIC YARD	CY	40	\$ _____	\$ _____
9	0464 6017	RC PIPE (CL IV)(18 IN) for _____ dollars and _____ cents PER LINEAR FOOT	LF	56	\$ _____	\$ _____
10	0466 6003	HEADWALL (CH-FW-0)(DIA=18 IN) for _____ dollars and _____ cents PER EACH	EA	1	\$ _____	\$ _____
11	0467 6356	SET (TY II)(18 IN)(RCP)(3:1)(C) for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____
12	0500 6001	MOBILIZATION for _____ dollars and _____ cents PER LUMP SUM	LS	1	\$ _____	\$ _____
13	0502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING for _____ dollars and _____ cents PER MONTH	MO	2	\$ _____	\$ _____

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
14	0506 6003	ROCK FILTER DAMS (INSTALL) (TY 3) for _____ dollars and _____ cents PER LINEAR FOOT	LF	30	\$ _____	\$ _____
15	0506 6011	ROCK FILTER DAMS (REMOVE) for _____ dollars and _____ cents PER LINEAR FOOT	LF	30	\$ _____	\$ _____
16	0506 6038	TEMP SEDMT CONT FENCE (INSTALL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	944	\$ _____	\$ _____
17	0506 6039	TEMP SEDMT CONT FENCE (REMOVE) for _____ dollars and _____ cents PER LINEAR FOOT	LF	944	\$ _____	\$ _____
18	0506 6041	BIODEG EROSN CONT LOGS (INSTL)(12") for _____ dollars and _____ cents PER LINEAR FOOT	LF	50	\$ _____	\$ _____
19	0506 6043	BIODEG EROSN CONT LOGS (REMOVE) for _____ dollars and _____ cents PER LINEAR FOOT	LF	50	\$ _____	\$ _____
20	0529 6001	CONCRETE CURB for _____ dollars and _____ cents PER LINEAR FOOT	LF	8	\$ _____	\$ _____
21	0529 6032	CONCRETE GUTTER (MODIFIED) for _____ dollars and _____ cents PER LINEAR FOOT	LF	541	\$ _____	\$ _____
22	0531 6001	CONC SIDEWALKS (4") for _____ dollars and _____ cents PER SQUARE YARDS	SY	34	\$ _____	\$ _____
23	0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P) for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____
24	0666 6170	REFL PAV MRK TY II (W)4"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	325	\$ _____	\$ _____
25	0666 6182	REFL PAV MRK TY II (W)24"(SLD) for _____ dollars and _____ cents PER LINEAR FOOT	LF	42	\$ _____	\$ _____
26	0666 6197	REFL PAV MRK TY II (W)(SYMBOL) for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____
27	1004 6001	TREE PROTECTION for _____ dollars and _____ cents PER EACH	EA	20	\$ _____	\$ _____
28	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)(8 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	39	\$ _____	\$ _____

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
29	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	2,670	\$ _____	\$ _____
30	5057 6001	PRECAST CONCRETE WHEEL STOPS for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____

		TOTAL BASE BID (BID ITEMS 1-30) for _____ dollars and _____ cents			\$ _____	\$ _____
--	--	--	--	--	----------	----------

ADD ALTERNATE #1

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-1	0100 6001	PREPARING ROW for _____ dollars and _____ cents PER ACRE	AC	0.43	\$ _____	\$ _____
A1-2	0104 6021	REMOVING CONC (CURB) for _____ dollars and _____ cents PER LINEAR FOOT	LF	8	\$ _____	\$ _____
A1-3	0110 6001	EXCAVATION (ROADWAY) for _____ dollars and _____ cents PER CUBIC YARD	CY	315	\$ _____	\$ _____
A1-4	0164 6003	BROADCAST SEED (PERM)(RURAL)(CLAY) for _____ dollars and _____ cents PER SQUARE YARD	SY	444	\$ _____	\$ _____
A1-5	0247 6382	FL BS (CMP IN PLC)(TY A GR 5)(8") for _____ dollars and _____ cents PER SQUARE YARD	SY	1,134	\$ _____	\$ _____
A1-6	0310 6001	PRIME COAT (MULTI OPTION) for _____ dollars and _____ cents PER GALLON	GAL	227	\$ _____	\$ _____
A1-7	0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING for _____ dollars and _____ cents PER MONTH	MO	1	\$ _____	\$ _____
A1-8	0506 6038	TEMP SEDMT CONT FENCE (INSTALL) for _____ dollars and _____ cents PER LINEAR FOOT	LF	523	\$ _____	\$ _____
A1-9	0506 6039	TEMP SEDMT CONT FENCE (REMOVE) for _____ dollars and _____ cents PER LINEAR FOOT	LF	523	\$ _____	\$ _____
A1-10	0506 6041	BIODEG EROSN CONT LOGS (INSTL)(12") for _____ dollars and _____ cents PER LINEAR FOOT	LF	35	\$ _____	\$ _____

Bid Item	TxDOT Spec	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1-11	0506 6043	BIODEG EROSN CONT LOGS (REMOVE) for _____ dollars and _____ cents PER LINEAR FOOT	LF	35	\$ _____	\$ _____
A1-12	0529 6001	CONCRETE CURB for _____ dollars and _____ cents PER LINEAR FOOT	LF	8	\$ _____	\$ _____
A1-13	0529 6032	CONCRETE GUTTER (MODIFIED) for _____ dollars and _____ cents PER LINEAR FOOT	LF	380	\$ _____	\$ _____
A1-14	1004 6001	TREE PROTECTION for _____ dollars and _____ cents PER EACH	EA	2	\$ _____	\$ _____
A1-15	3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN) for _____ dollars and _____ cents PER SQUARE YARD	SY	1,131	\$ _____	\$ _____

		TOTAL ADD ALT 1 (BID ITEMS A1-1 TO A1-15) for _____ dollars and _____ cents			\$ _____	\$ _____
--	--	--	--	--	----------	----------

BID SUMMARY AND TOTALS	
BASE BID SUBTOTAL \$ _____ ADD ALTERNATE #1 SUBTOTAL \$ _____ TOTAL AMOUNT BID (BASE BID + ADD ALT1) \$ _____	

**NON-COLUSION AFFIDAVIT
PRIME BIDDER**

STATE OF TEXAS }

COUNTY OF HAYS }

being first duly sworn, deposes and says

That he is _____
(a Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to secure any advantage against the City of Dripping Springs or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public

My Commission expires:

INFORMATION FROM BIDDERS

THE FOLLOWING INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. Failure to provide the information will cause the Bid to be non-responsive and may cause its rejection.

Statement of Qualifications: Provide information for 3 similar projects completed by Bidder within last 5 years.

1. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

2. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

3. Name of Project: _____
Project Owner: _____
Owner Contact Person & Phone No.: _____
Value of Contract: _____
Date Completed: _____
Bidder's Project Manager: _____
Bidder's Project Superintendent: _____

Experience Data: Provide the name and attach experience records of the Project Manager and Superintendent you are proposing for this Project.

1. Name of Proposed Project Manager: _____
2. Name of Proposed Project Superintendent: _____

Subcontractors: Submit a list of proposed Subcontractors who will perform the following work as well as list the proposed subcontractors who will perform work having a value of more than ten (10) percent of the total contract amount.

1. Traffic Control _____
2. Pavement (Flexible Pavement Repair, Milling, HMAC) _____
3. Pavement Markings and Signs _____

Other Subcontractors Exceeding 10% of total contract amount:

4. _____
5. _____
6. _____

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the City deems it necessary.

Data on Equipment to be used on the Work: List the equipment you own that is available for the proposed work.

Description, Size, Capacity, Etc.	Quantity	Condition	Years in Service	Present Location

**BID BOND
(EXAMPLE TEMPLATE)**

KNOW ALL MEN BY THESE PRESENT, that we the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Dripping Springs, Texas as Owner in the penal sum of _____; for payments of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this ____ day of _____, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the RANCH HOUSE ROAD PHASE 2 PROJECT.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) I said Bid shall be accepted and the Principal shall execute and deliver a Contract I the Form of Contract attached hereto (properly complying in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respect perform the Agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth here.

Principal (Seal)

Surety (Seal)

By: _____
Signature

By: _____
Signature

Print Name

Print Name

CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form:

NOTARIZED:

Sworn and subscribed before me,
by _____
on _____ (date)

DIVISION C
CONTRACT, BOND & INSURANCE FROMS &
REQUIREMENTS

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the “Contract”) made this the _____ day of _____, 2023 (“Effective Date”), by and between _____ (a Texas limited liability company), whose address is _____ (hereinafter called the “Contractor”), and the CITY OF DRIPPING SPRINGS (hereinafter called the “City”) acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, 2023 Parks Project and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the “Work”). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR’S DUTIES

2.1 Construction. Contractor shall construct all Improvements embraced in the **Project** as described in the bid documents.

2.2 Labor and Materials. The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the work described in this Contract and in accordance with the plan (if any) and other contract documents to conduct the construction required under this Contract in an efficient manner.

2.3 Completion of Work. Work, in accordance with the Contract dated February ____, 2023, **Project**, shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **sixty (60) consecutive calendar days** after receiving the Notice to Proceed. The City shall provide Contractor with written acceptance of the Work upon completion. Payment of monies due hereunder does not constitute acceptance of the Work.

2.4 Invoicing. Contractor shall prepare an invoice for work completed and submit the involved to the City for payment. The proposal for the work is set forth in the bid documents. Incomplete or inaccurate invoices shall be returned other Contractor for correction and re-submittal.

2.5 Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall give the City thirty (30) days written notice of any material change or cancellation of coverage.

2.6 Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period of **two (2) years** after the date of final acceptance of the work by the City for the full amount of the work. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects. Contractor shall agree to supply a **two (2) year** maintenance bond to the City at the time of acceptance of the work for the full amount of the work. Furthermore, Contractor shall:

- (a) Timely perform the Work with due diligence, in a good, workmanlike and safe manner consistent with that high degree of skill, competence and professional care of generally accepted industry standards and in compliance with City policies and the provisions of this Contract and any applicable Statement of Work. Contractor will perform the Work within the period of time set by the City in each Statement of Work.
- (b) Ensure that all employees of Contractor and Contractor Group maintain a current license while performing any Work for which a license is required under any applicable regional, state or federal law or regulatory agency.
- (c) Use only materials, goods, tools, machinery and equipment of sufficient quality for their purposes, free from defect and meeting all standards and specifications customary for the Work being performed as well as standards and specifications provided by City, if any.

2.8 Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). Contractor agrees by

approving this Contract that it is in compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). (Additional Disclosures may be required based on state and federal law and this will be included in the Contract.)

ARTICLE 3. THE CONTRACT PRICE

The City will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in this Contract and Addenda, the sum of \$ _____. Payments will be made pursuant to this Contract and its Addenda. Contractor shall document and submit to City all time, mileage, travel, equipment, rentals, supplies, materials and other charges incurred for which City has agreed to reimburse Contractor. Contractor shall maintain correct records in connection with the Work and all transactions related to this Contract (including without limitation, complete and accurate records of all of Contractor’s charges and expenses and documentation of items that are chargeable to City under this Contract) and shall retain all records for two years following the calendar year in which the final invoice for the Work was sent to City. City shall have the right, at City’s expense, upon reasonable advance notice at the offices of Contractor and during Contractor’s normal business hours, to inspect, copy, and audit all records (except Contractor’s trade secrets or proprietary information) of Contractor in connection with the Work performed by or on behalf of Contractor for City’s account and all payments made to or by Contractor. If the audit reveals a discrepancy between the amount or value of materials or services billed to City and that which is evidenced by Contractor’s books and records, City shall have the right to adjust its account with Contractor, which adjustment may necessitate a refund by Contractor of funds disbursed to Contractor.

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

- Exhibit A** General Conditions
- Exhibit B** Plans
- Exhibit C** Specifications
- Exhibit D** Instructions and Notice to Bidders
- Exhibit E** Performance and Payment Bond
- Exhibit F** Certificate of Insurance
- Exhibit G** Wage Rates
- Exhibit H** Addenda
- Exhibit I** Contractor’s Signed Bid Form
- Exhibit J** Conflict of Interest Questionnaire

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. If there is any inconsistency between the terms of this Contract and other documents listed herein Article 4, the terms of this Contract shall control. The City objects to and rejects any terms contained within Contractor’s statements of work, purchase orders, work orders, invoices, bids, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk

allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended

ARTICLE 5. TERMINATION AND DELAYS

Terminations and delays are governed by *Articles 10, 12 and 15 of General Conditions.*

ARTICLE 6. MISCELLANEOUS

6. Non-Assignability. Neither the City nor the Contractor shall assign any interest in this Contract without the prior written consent of the other party outside of what is allowed in this Contract, or its the bid documents described above.

6.2 Amendment. This Contract and the bid documents described above embody the entire Contract between the parties and may not be modified unless in writing, executed by all parties.

6.3 Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor’s agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor’s agents any authority of any kind to bind City in any respect whatsoever.

6.4 Notice. Any notice and/or statement required or permitted by this Contract, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

If to the Contractor:

6.5 Force Majeure. No party to this Contract shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

6.6 Law & Venue. This Contract shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Contract shall be the district court of Hays County, Texas.

6.7 Severability. If the final judgment of a court of competent jurisdiction invalidates any part of this Contract, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Contract.

6.8 Entire Contract. This Contract and the bid documents described above in Article 4 herein constitutes the entire Contract of the Parties and supersedes any and all prior understandings, or oral or written Contracts, between the Parties on this subject matter.

6.09 Termination and Delays. Terminations and delays are governed by *Articles 10, 12 and 15 of Section D-1 of the General Conditions.*

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 Liquidated Damages. Failure on the part of the Contractor to sustain the required maintenance or perform under this Contract may result in liquidated damages. The City may assess liquidated damages as listed in Section C-7 for incomplete work until all work is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) original copies on the day and year first above written.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CONTRACTOR:

Printed Name and Title

ATTEST:

Signature

Printed Name and Title

CORPORATE CERTIFICATIONS:

I, _____, certify that I am the Secretary / Treasurer of the corporation named as Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then _____ of said corporation; that said Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

[CORPORATE SEAL]

Corporate Secretary

Printed Name

Date

PERFORMANCE BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety, are held and firmly

bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, in the penal sum of

_____ (\$ _____) Dollars

in lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs the Owner, dated the ____ day of _____ 2023, a copy of which is hereto attached and made a part hereof for the construction of :

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____, **2023**.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State & Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

SURETY

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Surety

Telephone No. (Area Code)

PAYMENT BOND EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereinafter called Principal and

(3) _____

of _____, State of _____, hereinafter called the Surety,
are held and firmly bound unto (4) the City of Dripping Springs, Texas hereinafter called Owner, and
unto all Persons, Firms, and Corporation who may furnish materials for, or perform labor upon the
building or improvements hereinafter referred to in the penal sum of

_____ (\$ _____) Dollars in
lawful money of the United States, to be paid in (5) HAYS COUNTY, TEXAS for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by the these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with (6) the City of Dripping Springs The Owner, dated the ___ day of _____, 2023, a
copy of which is hereto attached and made a part hereof for the construction of

(hereinafter called the "Work").

Date of Bond must not be prior to Date of Contract.

These notes refer to the numbers in body of Contract above:

- (1) Correct name of Contractor
- (2) A Corporation, or Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with
the Plans, Specifications and Contract Documents during the original term thereof, and any extensions
thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all
claims and demands incurred under such Contract, then this obligation shall be null and void, otherwise it
shall remain in full force and effect.

This Bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Hays County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or in the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2023.

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State & Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

(Surety) Secretary

SURETY

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Surety

Telephone No. (Area Code)

Address (State and Zip Code)

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

PERFORMANCE – PAYMENT BOND FORM
M-24, 25, Attach. Sa

(SEAL)

Individual Principal

Address (State and Zip Code)

Business – Address

Telephone Number (Area Code)

Telephone Number (Area Code)

ATTEST:

Corporate Principal

(State and Zip Code)

Business Address Name

Telephone Number (Area Code)

Address (State and Zip Code)

(Affix Corporate Seal)

ATTEST:

By: _____

Address (State and Zip Code)

Corporate

Surety

Business Address

(Affix Corporate Seal)

Telephone

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Title

Date: _____

(Affix Corporate Seal)

Telephone No.: _____

The rate of premium on this Bond is _____ per thousand.

Total of premium charge \$ _____.

NOTE: The above must be filled in by Corporate Surety. Power of Attorney of person signing for Surety Company must be attached.

**SECTION C-4
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
CITY OF DRIPPING SPRINGS
MINIMUM INSURANCE PROVISIONS AND LIMITS
FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS**

Contractor shall provide and continuously maintain the minimum insurance coverages set forth below during the term of its agreement with the City of Dripping Springs (City); and Contractor shall require its subcontractors to purchase the same types and amounts of insurance, at a minimum, as set forth below with respect to statutory workers' compensation and liability insurance.

1. Standard ISO commercial general liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products/completed operations (\$2,000,000 products/completed operations aggregate); XCU (explosion, collapse, underground) hazards; and contractual liability. Without limitation, the commercial general liability coverage must cover all operations required in the contract, as well as contractual liability for the indemnity obligations assumed by the Contractor in the contract. Coverage must be written on an occurrence form.
2. Workers' compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$1,000,000 each-occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
3. Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per-occurrence for bodily injury and property damage, including non-owned and hired car coverage and owned vehicles if any are owned.
4. Umbrella liability or following-form excess liability at minimum limits of \$ 1,000,000 each-occurrence/\$2,000,000 aggregate where applicable in any underlying coverage. Coverage must be at least as broad as the underlying commercial general liability, auto liability, and employer's liability.
5. Waiver of Rights - Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and E/A, and all other individuals or entities identified in the Insurance Rider to be listed as additional named insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional named insured (and the officers, directors, partners, employees, agents,

consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Dripping Springs shall be named as an additional named insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers' compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City shall be contained in all policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
6. The additional insured coverage in the CGL policy in favor of the City must apply to the ongoing operations of Contractor for contract costs or up to \$1,000,000 and expanded to include products/completed operation for contract costs in excess of \$1,000,000.
7. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City.
9. Insurance must be purchased from insurers that are financially acceptable to the City with a minimum *A.M. Best* financial rating of A-VII.
10. Coverage for commercial general liability must be maintained for at least (2) years after the project is completed.
11. For projects in excess of \$10,000,000 in cost, a per-project aggregate limit must be included in the commercial general liability.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to the City within ten (10) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

NOTICE OF AWARD

To: _____

Project: RANCH HOUSE ROAD PHASE 2 (#PARKS-2023-0001)

The City of Dripping Springs has considered the bids submitted for the above described project in response to its advertisement for bids dated April 3, 2023 and related information to Bidders.

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

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

If you fail to submit the proposed Contract and the Performance and Payment Bonds and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited.

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

Dated this ____ day of _____, 2023.

CITY OF DRIPPING SPRINGS.

City Engineer

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this ____ day of _____, 2023.

Authorized Signature

Title: _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: RANCH HOUSE ROAD PHASE 2 (#PARKS-2023-0001)

In accordance with the construction contract dated _____,
you are hereby notified to commence work no later than _____.

Contract time is: **60 calendar days.**

Substantial Completion Date is: _____

CITY OF DRIPPING SPRINGS.

City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

on this the ____ day of _____ 2023.

Authorized Signature

Name:

Title: _____

CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **60 Calendar Days** as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

	FOR AMOUNT OF CONTRACT	
From More Than	To and Including	Amount of Liquidated Damages Per Working Days
\$0	\$100,000	\$200
\$100,000	\$500,000	\$400
\$500,000	\$1,000,000	\$550
\$1,000,000	\$2,000,000	\$700
\$2,000,000	\$5,000,000	\$850
\$5,000,000	\$10,000,000	\$1,200
\$10,000,000	\$15,000,000	\$1,500
\$15,000,000	\$20,000,000	\$1,700
\$p20,000,000	Over \$20,000,000	\$2,500

EQUAL OPPORTUNITY CLAUSE

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.

Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 693-0101, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact immediately:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

WAGE DETERMINATION

Wage Rates. Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20230007 01/06/2023 below:

"General Decision Number: TX20230007 01/06/2023

Superseded General Decision Number: TX20220007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.
	. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and	. Executive Order 13658 generally applies to the

January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.15 per hour (or the	
	applicable wage rate listed	
	on this wage determination,	
	if it is higher) for all	
	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	**

Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement		
Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons		
or less.....	\$ 18.36	
Crane, Lattice Boom 80		
tons or less.....	\$ 15.87	**
Crane, Lattice Boom over		
80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling		
Locator.....	\$ 11.67	**
Directional Drilling		
Operator.....	\$ 17.24	
Excavator 50,000 lbs or		
Less.....	\$ 12.88	**
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck		
Mounted.....	\$ 16.93	
Front End Loader, 3 CY or		
Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade...	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine...	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**
Roller, Asphalt.....	\$ 12.78	**
Roller, Other.....	\$ 10.50	**
Scraper.....	\$ 12.27	**
Spreader Box.....	\$ 14.04	**
Trenching Machine, Heavy....	\$ 18.48	
Servicer.....	\$ 14.51	**
Steel Worker		
Reinforcing.....	\$ 14.00	**
Structural.....	\$ 19.29	
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Traffic Signal/Light Pole		
Worker.....	\$ 16.00	**
TRUCK DRIVER		
Lowboy-Float.....	\$ 15.66	**
Off Road Hauler.....	\$ 11.88	**
Single Axle.....	\$ 11.79	**

Single or Tandem Axle Dump Truck.....	\$ 11.68	**
Tandem Axle Tractor w/Semi Trailer.....	\$ 12.81	**
WELDER.....	\$ 15.97	**

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

The OWNER's design professional as outlined in Article 9 of the General Conditions:

Engineer/Architect (E/A):

Name: Chad Gilpin, P.E. – City Engineer
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-220-8100
E-mail: cgilpin@cityofdrippingsprings.com

The designated representative of the OWNER as outlined in Article 8 of the General Conditions:

Owner's Representative:

Name: Craig Rice – Deputy Public Works Director
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-858-4725
E-mail: crice@cityofdrippingsprings.com

DIVISION D
CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE 1 – DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addendum** - Written instruments issued by the Contract Awarding Authority which clarify, correct or change the bidding requirements or the Contract Documents prior to the Due Date. "Addenda" is the plural form of Addendum.
- 1.2 Alternative Dispute Resolution** - The process by which a disputed Claim may be settled if the OWNER and the CONTRACTOR cannot reach an agreement between themselves, as an alternative to litigation.
- 1.3 Bid** - A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant Contract.
- 1.4 Bidder** - A person, firm, or entity that submits a Bid in response to a Solicitation. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 1.5 Bid Documents** - The advertisement or Invitation for Bids, instructions to Bidders, the Bid form, the Contract Documents and Addenda.
- 1.6 Calendar Day** - Any day of the week; no days being excepted. Work on Saturdays, Sundays, and/or Legal Holidays shall be coordinated with OWNER.
- 1.7 Change Directive** - A written directive to CONTRACTOR, signed by OWNER, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.
- 1.8 Change Orders** - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.
- 1.9 Claim** - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
- 1.10 Contract** - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.
- 1.11 Contract Amount** - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.
- 1.12 Contract Awarding Authority** - A City department authorized to enter into Contracts on behalf of the City.
- 1.13 Contract Documents** - Project Manual, Drawings, Addenda and Change Orders.
- 1.14 Contract Time** - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

- 1.15 CONTRACTOR** - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.
- 1.16 Critical Path** - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.
- 1.17 Drawings** - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.
- 1.18 Due Date** - The date and time specified for receipt of Bids.
- 1.19 Engineer/Architect (E/A)** - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.
- 1.20 Equal** - The terms "equal" or "approved equal" shall have the same meaning.
- 1.21 Execution Date** - Date of last signature of the parties to the Agreement.
- 1.22 Field Order** - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.
- 1.23 Final Completion** - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.
- 1.24 Force Account** - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.
- 1.25 Inspector** - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.
- 1.26 Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.

1.27 Legal Holidays

1.27.1 The following are recognized by the OWNER:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

- 1.27.2** If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.
- 1.27.3** Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.
- 1.28 Milestones** - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.29 Notice to Proceed** - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.
- 1.30 OWNER** - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.
- 1.31 Owner's Representative** - The designated representative of the OWNER.
- 1.32 Partial Occupancy or Use** - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.
- 1.33 Project** - The subject of the Work and its intended result.
- 1.34 Project Manual** - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.
- 1.35 Resident Project Representative** - The authorized representative of E/A who may be assigned to the site or any part thereof.
- 1.36 Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.
- 1.37 Specifications** - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.
- 1.38 Solicitation** - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.
- 1.39 Substantial Completion** - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- 1.40 Subcontractor** - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.
- 1.41 Sub-Subcontractor** - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

- 1.42 Superintendent** - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.
- 1.43 Supplemental General Conditions** - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.
- 1.44 Supplier** - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
- 1.45 Time Extension Request** - An approved request for time extension on a form acceptable to OWNER.
- 1.46 Work** - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.
- 1.47 Working Day** - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.
- 1.48 Working Hours**
 - 1.48.1 Working Day Contract:** All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
 - 1.48.2 Calendar Day Contract:** All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.
- 1.49 Written Notice** - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

ARTICLE 2 - PRELIMINARY MATTERS

- 2.1 Delivery of Agreement, Bonds, Insurance, etc.:** Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

2.2 Copies of Documents: OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.

2.3 Commencement of Contract Times; Notice to Proceed: The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

2.4 Before Starting Construction:

2.4.1 No Work shall be done at the site prior to the preconstruction conference without OWNER's approval. Before undertaking each part of the Work, CONTRACTOR shall carefully study the Contract Documents to check and verify pertinent figures shown thereon compare accurately to all applicable field measurements. CONTRACTOR shall promptly report in writing to Owner's Representative any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from Owner's Representative before proceeding with any Work affected thereby. CONTRACTOR shall be liable to OWNER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents of which CONTRACTOR knew or reasonably should have known.

2.4.2 It is mutually agreed between CONTRACTOR and OWNER that successful completion of the Work within the Contract completion date is of primary importance. Therefore, the CONTRACTOR hereby agrees to submit to the Owner's Representative for review and approval, or acceptance, as appropriate, all information requested within this section, including a Baseline Schedule, no later than three working days prior to the preconstruction conference. The Owner's Representative will schedule the preconstruction conference upon the timely submittal of the required documents, unless time is extended by written mutual agreement. CONTRACTOR will submit the following:

- .1** A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;
- .2** An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;
- .3** A preliminary schedule of Shop Drawing and sample submittals;
- .4** A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during

construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;

- .5 If applicable, an excavation safety system plan;
- .6 If applicable, a plan illustrating proposed locations of temporary facilities;
- .7 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and
- .8 Appropriate safety training certificates for workers that will initially be on site.

2.4.3 Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.

2.5 Preconstruction Conference: Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.

2.6 Initially Acceptable Schedules: Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent:

3.1.1 The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

- Signed Agreement
- Addendum to the Contract Documents, including approved changes
- Supplemental General Conditions
- General Conditions
- Other Bidding Requirements and Contract Forms
- Special Provisions to the Standard Technical Specifications
- Special Specifications
- Standard Technical Specifications
- Drawings (figured dimensions shall govern over scaled dimensions)
- Project Safety Manual (if applicable),

with the understanding that a common sense approach will be utilized as necessary so that the Contract Documents produce the intended response.

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

3.2 Reporting and Resolving Discrepancies: If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provisions of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or instructions of any Supplier, CONTRACTOR shall report it to Owner's Representative in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.3.1 or 3.3.2. CONTRACTOR shall be liable to OWNER for failure to report any such conflict, error, ambiguity or discrepancy of which CONTRACTOR knew or reasonably should have known.

3.3 Amending and Supplementing Contract Documents:

3.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- .1 Change Order.
- .2 Change Directive.
- .3 Time Extension Request.

3.3.2 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- .1 Field Order.
- .2 Review of a Shop Drawing or sample.
- .3 Written interpretation or clarification.

3.4 Reuse of Documents Prohibited: CONTRACTOR and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of E/A or E/A's consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and E/A.

3.5 In the event of the breach by the OWNER or CONTRACTOR of any of its obligations under the Contract, so as to support a claim by the other party, the provisions of this Contract will be equitably construed to allow the resolution of such a claim and all of the other provisions of this Contract shall continue in full force and effect as to the rights, responsibilities, and remedies of the OWNER and CONTRACTOR.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS

4.1 Availability of Lands: The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access.

CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

4.2 Subsurface and Physical Conditions:

4.2.1 CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.

4.2.2 CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.

4.2.3 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and

Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

4.3 Reference Points: All control lines and benchmarks suitable for use in layout will be furnished by CONTRACTOR, unless otherwise specified. Controls, bench marks and property boundary markers shall be carefully preserved by CONTRACTOR by use of flags, staffs or other visible devices and in case of destruction or removal by CONTRACTOR or its employees, such controls and bench marks shall be replaced by a Registered Professional Land Surveyor at CONTRACTOR's expense. City survey monuments damaged by CONTRACTOR will be reestablished by OWNER at CONTRACTOR's expense.

4.4 Hazardous Materials:

4.4.1 CONTRACTOR shall immediately notify Owner's Representative of any suspected hazardous materials encountered before or during performance of the Work and shall take all necessary precautions to avoid further disturbance of the materials.

4.4.2 CONTRACTOR shall be responsible for any hazardous materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.4.3 The CONTRACTOR shall not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER'S written approval. When a specific product is specified, the CONTRACTOR shall endeavor to verify that the product does not include asbestos containing material.

4.4.4 Hazardous material definitions and procedures.

.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, CONTRACTOR is not responsible for any unexpected Hazardous Materials encountered at the site. Upon encountering any Hazardous Conditions, CONTRACTOR must stop Work immediately in the affected area and duly notify OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or site.

.2 Upon receiving notice of the presence of suspected Hazardous Materials, OWNER shall take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures shall include OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that OWNER must take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

.3 CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all

necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

- .4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- .5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**

4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Surety and Insurance Companies: All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2 Workers' Compensation Insurance Coverage:

5.2.1 Definitions:

- .1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.
- .3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the

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

- 5.2.2** CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.
- 5.2.3** CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.
- 5.2.4** If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.
- 5.2.5** CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:
 - .1** A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .2** No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 5.2.6** CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- 5.2.7** CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 5.2.8** CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 5.2.9** CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:
 - .1** Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - .2** Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

- .3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - .6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - .7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 5.2.10** By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 5.2.11** CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.
- 5.3 Other Bond and Insurance Requirements:** For additional insurance requirements, refer to Division C.
- 5.4 Bonds:**
- 5.4.1 General.**
- .1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 - .2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.
 - .3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment

Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

5.4.2 Performance Bond.

- .1** If the Contract Amount exceeds \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.
- .2** If the Contract Amount exceeds \$25,000 but is less than or equal to \$100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .3** If the Contract Amount is less than or equal to \$25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.
- .4** If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

5.4.3 Payment Bond.

- .1** If the Contract Amount exceeds \$50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.
- .2** If the Contract Amount is less than or equal to \$50,000, CONTRACTOR will not be required to furnish a Payment Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the terms and conditions specified in paragraph 5.4.2.3.

5.4.4 Maintenance Bond.

- .1** Before final payment and acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond to assure the quality of the materials and workmanship, and maintenance of all required improvements including the OWNER'S costs for collecting the guarantee of funds and administering the correction and/or replacement of covered improvements.
- .2** The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.
- .3** Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.

- .4 In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.
- .5 Whenever a defect or failure of any required improvement occurs within the period of coverage, OWNER may require that a new maintenance bond be posted for a period of two (2) full calendar years sufficient to cover the corrected defect or failure.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

- 6.1.1** CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 6.1.2** CONTRACTOR shall have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and shall have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Either CONTRACTOR or the Superintendent shall provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when work is not in progress. The Superintendent must be an employee of the CONTRACTOR, unless such requirement is waived in writing by the Owner's Representative. If the CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent shall likewise apply to any such Project Manager.
 - .1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.
 - .2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.
 - .3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR

shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

6.2 Labor, Materials and Equipment:

- 6.2.1** CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.
- 6.2.2** Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.2.3** All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 6.2.4** Substitutes and "Approved Equal" Items:
- .1** Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains words reading that no like, equivalent or "approved equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted by CONTRACTOR, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, to E/A through Owner's Representative under the following circumstances:

- .1.1** "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.
 - .1.2** Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.
 - .2** Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.
 - .3** E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.
 - .4** CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.
 - .5** The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.
- 6.2.5** CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

6.3 Progress Schedule: Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

6.3.1 CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

6.3.2 Proposed adjustments in the Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of Article 12. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. Such adjustments may only be made by a Change Order or Time Extension Request in accordance with Article 12.

6.4 Concerning Subcontractors, Suppliers and Others:

6.4.1 Assignment: CONTRACTOR agrees to retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to, by Power of Attorney, or otherwise, assign said Contract without the prior written consent of OWNER. In addition, without OWNER'S written consent, the CONTRACTOR will not subcontract the performance of the entire Work or the supervision and direction of the Work.

6.4.2 Award of Subcontracts for Portions of the Work: CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom OWNER may have reasonable objection. OWNER will communicate such objections by Written Notice. If OWNER requires a change without good cause of any Subcontractor, person or organization previously accepted by OWNER, the Contract Amount shall be increased or decreased by the difference in the cost occasioned by any such change, and appropriate Change Order shall be issued. CONTRACTOR shall not substitute any Subcontractor, person or organization that has been accepted by OWNER, unless the substitute has been accepted in writing by OWNER. No acceptance by OWNER of any Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER to reject defective Work.

6.4.3 CONTRACTOR shall enter into written agreements with all Subcontractors and Suppliers which specifically binds the Subcontractors or Suppliers to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and E/A. The OWNER reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and Sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between CONTRACTOR and Subcontractor or Supplier. Subject to and in accordance with the above requirements, the CONTRACTOR must provide and will be deemed for all purposes to have provided in its contracts with major Subcontractors or Suppliers on the Project (those contracts of more than \$10,000) the following specific provision: alternative dispute resolution (paragraphs 16.2 and 16.3), which shall be mandatory in the event of a subcontractor or supplier claim and a prerequisite for the submission of any derivative claim. The CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. The

OWNER may request and the CONTRACTOR will provide within five (5) working days a copy of any subcontract requested by the OWNER.

- 6.4.4** CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.
- 6.4.5** CONTRACTOR shall be solely responsible for efficiently scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner's Representative through CONTRACTOR.
- 6.4.6** The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.
- 6.4.7** CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.
- 6.4.8** To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

6.5 Patent Fees and Royalties:

- 6.5.1** CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.
- 6.5.2** CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.

6.5.4 OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

6.6 Permits, Fees: Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

6.7 Laws and Regulations:

6.7.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

6.7.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

6.7.3 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

6.7.4 This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

- .1** Prepare Storm Water Pollution Prevention Plan (SWPPP).

- .2 CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.
- .3 Posting of TCEQs "Construction Site Notice" near the main entrance of the work.
- .4 Inspection and Maintenance of all erosion/sedimentation controls.
- .5 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.
- .6 .Upon completion of the Work, provide TPDES records to OWNER."

6.8 Taxes:

- 6.8.1** CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.
- 6.8.2** OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.9 Use of Premises:

- 6.9.1** CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.**
- 6.9.2** During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials.

CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

6.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents: CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.5) in good order and annotated to show all changes made during construction. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

6.11 Safety and Protection:

6.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- .1 all persons on the Work site or who may be affected by the Work;
- .2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- .3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties

and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

6.11.3 Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.

6.11.4 Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.

6.11.5 Emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.

- .2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.
- .3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

6.12 Continuing the Work: CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

6.13 CONTRACTOR's General Warranty and Guarantee:

6.13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

- .1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- .2 normal wear and tear under normal usage.

6.13.2 CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

- .1 observations by Owner's Representative and/or E/A;
- .2 recommendation of any progress or final payment by Owner's Representative;
- .3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- .4 use or occupancy of the Work or any part thereof by OWNER;
- .5 any acceptance by OWNER or any failure to do so;
- .6 any review of a Shop Drawing or sample submittal;
- .7 any inspection, test or approval by others; or

.8 any correction of defective Work by OWNER.

6.14 INDEMNIFICATION:

6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:

- .1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and**
- .2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.**

In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.

6.14.2 The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.14.3 The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners,

employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.

6.14.4 In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.

6.15 Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

6.16 Losses from Natural Causes: Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

6.17 Notice of Claim: Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.18 Liquidated Damages: CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

7.2 CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.

CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

- 7.3** If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.
- 7.4** OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.
- 7.5** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1** Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.
- 8.2** OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 8.3** OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.
- 8.4** Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation,

review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.

- 8.5** The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).
- 8.6 Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 E/A's Authority and Responsibilities:

- 9.1.1** The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.
- 9.1.2** E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.
- 9.1.3** E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 9.1.4** If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.
- 9.1.5** The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

- 9.2 E/A assisting Owner's Representative:** E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner's representative, but E/A may communicate on behalf of Owner in all Project matters.
- 9.3 Visits to Site:** If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.
- 9.4 Resident Project Representative:** If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.
- 9.5 Clarifications and Interpretations:** E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.
- 9.6 Rejecting Defective Work:** E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 9.7 Shop Drawings:** Refer to Contract documents for E/A's authority concerning Shop Drawings.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes:

- 10.1.1** Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the

OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.

- 10.1.2** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR's proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner's Representative, including impacts to the approved Progress Schedule, unless Owner's Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner's Representative within seven (7) Calendar Days, unless Owner's Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.
- 10.1.3** CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.
- 10.1.4** Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR's opinion, will result in a change in the Contract Amount and/or Contract Times.
- 10.1.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.2 Change Orders:

- 10.2.1** OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:
- .1 a change in the Work;
 - .2 the amount of the adjustment in the Contract Amount, if any; and
 - .3 the extent of the adjustment in the Contract Time, if any.
- 10.2.2** An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

10.3 Change Directives:

- 10.3.1** Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be

used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

- 10.3.2** If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.
- 10.3.3** A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.
- 10.3.4** Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

10.4 Field Order:

- 10.4.1** Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.
- 10.4.2** If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE FOR ANY EVENT OF DELAY. CONTRACTOR'S SOLE REMEDY FOR ANY DELAY SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

- 11.1** The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.
- 11.2** The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.
- 11.3** The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of

the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

11.4 Determination of Value of Work:

11.4.1 The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

- .1** by application of unit prices contained in the Contract Documents to the quantities of the items involved.
- .2** by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.
- .3** by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).
- .4** No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

11.4.2 Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

11.5 Cost of Work: If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

11.5.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

- 11.5.3** For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.
- 11.5.4** The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

11.6 Unit Price Work:

- 11.6.1** Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- 11.6.2** When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.
- 11.6.3** Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- 11.6.4** A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or \$50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.
- 11.6.5** OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:
- .1** the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or

- .2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 Working Day and Calendar Day Contracts:

- 12.1.1** The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.
- 12.1.2** When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.
- 12.1.3** When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.
- 12.1.4** OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:
 - .1 Changes ordered in the work which justify additional time.
 - .2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:

- a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.
 - b) If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.
 - c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).
 - d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).
 - e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).
- .3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.
- .4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

12.2 Calendar Day Contracts:

- 12.2.1** Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.
- 12.2.2** "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.
- 12.2.3** Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
May	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

- 12.2.4** CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

- 13.1 Notice of Defects:** Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.
- 13.2 Access to Work:** OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 Tests and Inspections:**
- 13.3.1** CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 13.3.2** OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:
- .1** for inspections, tests or approvals covered by paragraph 13.3.3 below;
 - .2** that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;
 - .3** for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and
 - .4** as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.
- 13.3.3** If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

13.3.4 CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.4 Uncovering Work:

13.4.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

13.4.2 If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

13.5 OWNER May Stop the Work:

13.5.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

13.5.2 If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

13.6 Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.7 Warranty period:

13.7.1 If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective,

CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

- (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and
- (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

- 13.7.2** In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.
- 13.7.3** If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.
- 13.7.4** The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

13.8 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

13.9 OWNER May Correct Defective Work: If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order

will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment:

- 14.1.1** No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 14.1.2** Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.
- 14.1.3** Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.
- 14.1.4** If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.
- 14.1.5** Where the original Contract Amount is less than \$400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is \$400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive

payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.

14.1.6 Applications for Payment shall include the following documentation:

- .1 updated Progress Schedule;
- .2 monthly subcontractor report;
- .3 any other documentation required under the Supplemental General Conditions.

14.2 CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

14.3 Review of Applications for Progress Payment:

14.3.1 Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.3.2 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

- .1 the Work has progressed to the point indicated; and
- .2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

14.3.3 By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

- .1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;
- .2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;
- .3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or
- .4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.4 Decisions to Withhold Payment:

14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

- .1 defective Work not remedied;
- .2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;
- .3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- .5 damage to OWNER or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;
- .8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;
- .9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;
- .10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;
- .11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;
- .12 failure of CONTRACTOR to submit monthly subcontractor reports;
- .13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
- .14 failure of CONTRACTOR to comply with any provision of the Contract Documents.

14.4.2 When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.

14.5 Payment Becomes Due: Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

14.6 Arrears: No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.

14.7 Substantial Completion:

14.7.1 When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is

substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

14.7.2 If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

14.7.3 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

14.8 Partial Utilization: Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

14.8.2 Such partial utilization is authorized by public authorities having jurisdiction over the Work.

14.9 Final Inspection: Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with

CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment: CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;

14.10.2 Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

14.10.3 Record documents (as provided in paragraph 6.10);

14.10.4 Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;

14.10.5 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;

14.10.6 Any other documentation called for in the Contract Documents.

14.11 Final Payment and Acceptance:

14.11.1 If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.

14.11.2 If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.

14.11.3 Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

14.11.4 The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:

- .1** CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and
- .2** CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

14.12 Waiver of Claims: The making and acceptance of final payment will constitute:

- 14.12.1** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work Without Cause: At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

15.2 OWNER May Terminate Without Cause: Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

- 15.2.1** for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 15.2.2** for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

- 15.2.3** other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

15.3 OWNER May Terminate With Cause:

- 15.3.1** Upon the occurrence of any one or more of the following events:

- .1** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;
- .2** if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
- .3** if CONTRACTOR disregards the authority of Owner's Representative;
- .4** if CONTRACTOR makes fraudulent statements;
- .5** if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6** if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

- 15.3.2** Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

- 15.4 CONTRACTOR May Stop Work or Terminate:** If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the

same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

- 15.5 Discretionary Notice to Cure:** In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.
- 15.6 Bankruptcy:** If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.
- 15.7 Duty to Mitigate:** In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.
- 15.8 Responsibility during Demobilization:** While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Filing of Claims:

- 16.1.1** Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general

nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

- 16.1.2** Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented, claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

16.2 Alternative Dispute Resolution:

- 16.2.1** If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

- 16.2.2** Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2.3 Mediation:

- .1** If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.
- .2** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution

alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

16.4 RESERVED

ARTICLE 17 – MISCELLANEOUS

17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.

17.2 Extent of Agreement: This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

17.3 Cumulative Remedies: The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

17.4 Severability: If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

17.5 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent

contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if it is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

17.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

17.8 OWNER'S Right to Audit:

17.8.1 Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 accounting records;
- .2 written policies and procedures;
- .3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 original estimates and estimating work sheets;
- .5 correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 back charge logs and supporting documentation;
- .8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;
- .10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

17.8.2 CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

- 17.8.3** CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.
- 17.8.4** CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.
- 17.8.5** CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.
- 17.9 Survival:** The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.
- 17.10 No Waiver:** The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.
- 17.11 Conditions Precedent to Right to Sue.** Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.
- 17.12 Waiver of Trial by Jury.** OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

End of Document

DIVISION E TECHNICAL SPECIFICATIONS

All Standard Specifications for this Project are according to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 Edition.

Where additional specification information and notes are provided on the schedule of quantities plan sheet that conflicts with the TxDOT specification the additional specification information and notes provided on the schedule of quantities plan sheet shall supersede.

In addition, the following TxDOT Special Specification shall be utilized for this project:

- SS 3076 Dense Graded Hot Mix Asphalt
- SS 5057 Precast Concrete Wheel Stops

Special Specification 3076

Dense-Graded Hot-Mix Asphalt



1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Payment adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 3076.4.9.4., "Exempt Production."

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program (AQMP)* ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials, unless otherwise shown on the plans. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement unless otherwise shown on the plans. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.1.2. **Micro-Deval Abrasion.** The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$$

where:

- $Mg_{est.}$ = magnesium sulfate soundness loss
- $MD_{act.}$ = actual Micro-Deval percent loss
- $RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Soils and Aggregates Section of the Materials and Tests Division, and additional testing may be required before granting approval.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

2.1.3.

Fine Aggregate. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Unless otherwise shown on the plans, up to 10% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

**Table 1
Aggregate Quality Requirements**

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F , Part I	1.5
Decantation, %, Max	Tex-217-F , Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count, ² %, Min	Tex-460-A , Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Sand equivalent, %, Min	Tex-203-F	45

1. Used to estimate the magnesium sulfate soundness loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion."
2. Only applies to crushed gravel.

**Table 2
Gradation Requirements for Fine Aggregate**

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
- meets the gradation requirements in Table 3, unless otherwise shown on the plans.

**Table 3
Gradation Requirements for Mineral Filler**

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3.

Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4.

Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized tack coat materials listed on the Department's MPL are allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.
- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.
- 2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.
- 2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.
- WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.
- Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.
- 2.6.3. **Compaction Aid.** Compaction Aid is defined as a chemical warm mix additive that is used to produce an asphalt mixture at a discharge temperature greater than 275°F.
- Compaction Aid is allowed for use on all projects and is required when shown on the plans.
- 2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Use of RAS is restricted to only intermediate and base mixes unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine the asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#), Part I. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.
- Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:
- **Surface.** The final HMA lift placed at the top of the pavement structure or placed directly below mixtures produced in accordance with Items 316, 342, 347, or 348;
 - **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
 - **Base.** Mixtures placed greater than 8.0 in. from the riding surface. Unless otherwise shown on the plans, mixtures used for bond breaker are defined as base mixtures.
- 2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Fractionated RAP is defined as a stockpile that contains RAP material with a minimum of 95.0% passing the 3/8-in. or 1/2-in. sieve, before burning in the ignition oven, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP¹

Maximum Allowable Fractionated RAP (%)		
Surface	Intermediate	Base
15.0	25.0	30.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.

2.7.2.

RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is not permitted in surface mixtures unless otherwise shown on the plans. RAS may be used in intermediate and base mixtures unless otherwise shown on the plans. Up to 3% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 3.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8. **Substitute Binders.** Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if using recycled materials, and if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., “Performance-Graded Binders;” and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

**Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios**

Originally Specified PG Binder	Allowable Substitute PG Binder for Surface Mixes	Allowable Substitute PG Binder for Intermediate and Base Mixes	Maximum Ratio of Recycled Binder ¹ to Total Binder (%)		
			Surface	Intermediate	Base
76-22 ^{4,5}	70-22	70-22	10.0	20.0	25.0
70-22 ^{2,5}	N/A	64-22	10.0	20.0	25.0
64-22 ^{2,3}	N/A	N/A	10.0	20.0	25.0
76-28 ^{4,5}	70-28	70-28	10.0	20.0	25.0
70-28 ^{2,5}	N/A	64-28	10.0	20.0	25.0
64-28 ^{2,3}	N/A	N/A	10.0	20.0	25.0

1. Combined recycled binder from RAP and RAS. RAS is not permitted in surface mixtures unless otherwise shown on the plans.
2. Binder substitution is not allowed for surface mixtures.
3. Binder substitution is not allowed for intermediate and base mixtures.
4. Use no more than 10.0% recycled binder in surface mixtures when using this originally specified PG binder.
5. Use no more than 20.0% recycled binder when using this originally specified PG binder for intermediate mixtures. Use no more than 25.0% recycled binder when using this originally specified PG binder for base mixtures.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, “Equipment for Asphalt Concrete Pavement.”

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, “Control of the Work.” Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

- 4.1. **Certification.** Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist. Provide Level 1A certified specialists at the plant during production operations. Provide Level 1B certified specialists to conduct placement tests. Provide AGG101 certified specialists for aggregate testing.

**Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels**

Test Description	Test Method	Contractor	Engineer	Level ¹
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A/AGG101
Dry sieve	Tex-200-F , Part I	✓	✓	1A/AGG101
Washed sieve	Tex-200-F , Part II	✓	✓	1A/AGG101
Deleterious material	Tex-217-F , Parts I & III	✓	✓	AGG101
Decantation	Tex-217-F , Part II	✓	✓	AGG101
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Crushed face count	Tex-460-A	✓	✓	AGG101
Flat and elongated particles	Tex-280-F	✓	✓	AGG101
Linear shrinkage	Tex-107-E	✓	✓	AGG101
Sand equivalent	Tex-203-F	✓	✓	AGG101
Organic impurities	Tex-408-A	✓	✓	AGG101
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C , Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C , Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F , Parts I & VI	✓	✓	1A
Rice gravity	Tex-227-F , Part II	✓	✓	1A
Ignition oven correction factors ²	Tex-236-F , Part II	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	1A
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Selecting production random numbers	Tex-225-F , Part I		✓	1A
Mixture sampling	Tex-222-F	✓	✓	1A/1B
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F , Parts I & VI	✓	✓	1A
Rice gravity	Tex-227-F , Part II	✓	✓	1A
Gradation & asphalt binder content ²	Tex-236-F , Part I	✓	✓	1A
Control charts	Tex-233-F	✓	✓	1A
Moisture content	Tex-212-F , Part II	✓	✓	1A/AGG101
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Boil test	Tex-530-C	✓	✓	1A
Abson recovery	Tex-211-F		✓	TxDOT
5. Placement Testing				
Selecting placement random numbers	Tex-225-F , Part II		✓	1B
Trimming roadway cores	Tex-251-F , Parts I & II	✓	✓	1A/1B
In-place air voids	Tex-207-F , Parts I & VI	✓	✓	1A
In-place density (nuclear method)	Tex-207-F , Part III	✓		1B
Establish rolling pattern	Tex-207-F , Part IV	✓		1B
Control charts	Tex-233-F	✓	✓	1A
Ride quality measurement	Tex-1001-S	✓	✓	Note 3
Segregation (density profile)	Tex-207-F , Part V	✓	✓	1B
Longitudinal joint density	Tex-207-F , Part VII	✓	✓	1B
Thermal profile	Tex-244-F	✓	✓	1B
Shear Bond Strength Test	Tex-249-F		✓	TxDOT

- Level 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
- Refer to Section 3076.4.9.2.3., "Production Testing," for exceptions to using an ignition oven.
- Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2.

Reporting and Responsibilities. Use Department-provided templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment adjustment less than 1.000, or that fails to meet the specification requirements. Record and electronically submit all test results and pertinent information on Department-provided templates.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., “Conformity with Plans, Specifications, and Special Provisions.”

**Table 7
Reporting Schedule**

Description	Reported By	Reported To	To Be Reported Within
Production Quality Control			
Gradation ¹	Contractor	Engineer	1 working day of completion of the subplot
Asphalt binder content ¹			
Laboratory-molded density ²			
Moisture content ³			
Boil test ³			
Production Quality Assurance			
Gradation ³	Engineer	Contractor	1 working day of completion of the subplot
Asphalt binder content ³			
Laboratory-molded density ¹			
Hamburg Wheel test ⁴			
Boil test ³			
Binder tests ⁴			
Placement Quality Control			
In-place air voids ²	Contractor	Engineer	1 working day of completion of the lot
Segregation ¹			
Longitudinal joint density ¹			
Thermal profile ¹			
Placement Quality Assurance			
In-place air voids ¹	Engineer	Contractor	1 working day after receiving the trimmed cores ⁵
Segregation ³			1 working day of completion of the lot
Longitudinal joint density ³			
Thermal profile ³			
Aging ratio ⁴			
Payment adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every subplot.
2. Optional test. When performed on split samples, report the results as soon as they become available.
3. To be performed at the frequency specified in Table 16 or as shown on the plans.
4. To be reported as soon as the results become available.
5. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided template to calculate all payment adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the payment adjustment summary documentation for the lot.

Use the procedures described in [Tex-233-F](#) to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each subplot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

- 4.3. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

- 4.3.1. **Project Personnel.** For project personnel, include:
- a list of individuals responsible for QC with authority to take corrective action;
 - current contact information for each individual listed; and
 - current copies of certification documents for individuals performing specified QC functions.
- 4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:
- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
 - aggregate stockpiling procedures to avoid contamination and segregation;
 - frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
 - procedure for monitoring the quality and variability of asphalt binder.
- 4.3.3. **Production.** For production, include:
- loader operation procedures to avoid contamination in cold bins;
 - procedures for calibrating and controlling cold feeds;
 - procedures to eliminate debris or oversized material;
 - procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistripping, WMA);
 - procedures for reporting job control test results; and
 - procedures to avoid segregation and drain-down in the silo.
- 4.3.4. **Loading and Transporting.** For loading and transporting, include:
- type and application method for release agents; and
 - truck loading procedures to avoid segregation.
- 4.3.5. **Placement and Compaction.** For placement and compaction, include:
- proposed agenda for mandatory pre-paving meeting, including date and location;
 - proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
 - type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
 - procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
 - process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
 - paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
 - procedures to construct quality longitudinal and transverse joints.

4.4. **Mixture Design.**

4.4.1. **Design Requirements.** The Contractor will design the mixture using a Superpave Gyrotory Compactor (SGC). A Texas Gyrotory Compactor (TGC) may be used when shown on the plans. Use the dense-graded design procedure provided in [Tex-204-F](#). Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.4.1.1. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to at least 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

**Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements**

Sieve Size	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	-	-	-	-
1-1/2"	100.0 ¹	-	-	-
1"	98.0-100.0	100.0 ¹	-	-
3/4"	84.0-98.0	95.0-100.0	100.0 ¹	-
1/2"	-	-	98.0-100.0	100.0 ¹
3/8"	60.0-80.0	70.0-85.0	85.0-100.0	98.0-100.0
#4	40.0-60.0	43.0-63.0	50.0-70.0	70.0-90.0
#8	29.0-43.0	32.0-44.0	35.0-46.0	38.0-48.0
#30	13.0-28.0	14.0-28.0	15.0-29.0	12.0-27.0
#50	6.0-20.0	7.0-21.0	7.0-20.0	6.0-19.0
#200	2.0-7.0	2.0-7.0	2.0-7.0	2.0-7.0
Design VMA, % Minimum				
-	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum				
-	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

**Table 9
Laboratory Mixture Design Properties**

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (SGC)	Tex-207-F	96.0
Design gyrations (Ndesign for SGC)	Tex-241-F	50 ¹
Indirect tensile strength (dry), psi	Tex-226-F	85–200 ²
Boil test ³	Tex-530-C	–

1. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
2. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
3. Used to establish baseline for comparison to production results. May be waived when approved.

**Table 10
Hamburg Wheel Test Requirements**

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm ¹ Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000 ²
PG 70		15,000 ³
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to at least 35 gyrations.
2. May be decreased to at least 5,000 passes when shown on the plans.
3. May be decreased to at least 10,000 passes when shown on the plans.

4.4.1.2. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor’s discretion or when shown on the plans or specification.

4.4.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than 2 trial batches per design are required.

4.4.2.1. **Contractor’s Responsibilities.**

4.4.2.1.1. **Providing Gyrotory Compactor.** Use a SGC calibrated in accordance with [Tex-241-F](#) to design the mixture in accordance with [Tex-204-F](#), Part IV, for molding production samples. Locate the SGC, if used, at the Engineer’s field laboratory and make the SGC available to the Engineer for use in molding production samples. Furnish a TGC calibrated in accordance with [Tex-914-K](#) when shown on the plans to design the mixture in accordance with [Tex-204-F](#), Part I, for molding production samples.

4.4.2.1.2. **Gyrotory Compactor Correlation Factors.** Use [Tex-206-F](#), Part II, to perform a gyrotory compactor correlation when the Engineer uses a different gyrotory compactor. Apply the correlation factor to all subsequent production test results.

4.4.2.1.3. **Submitting JMF1.** Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.

- 4.4.2.1.4. **Supplying Aggregates.** Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.
- 4.4.2.1.5. **Supplying Asphalt.** Provide at least 1 gal. of the asphalt material and enough quantities of any additives proposed for use.
- 4.4.2.1.6. **Ignition Oven Correction Factors.** Determine the aggregate and asphalt correction factors from the ignition oven in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.
- 4.4.2.1.7. **Boil Test.** Perform the test and retain the tested sample from [Tex-530-C](#) until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.
- 4.4.2.1.8. **Trial Batch Production.** Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.
- 4.4.2.1.9. **Trial Batch Production Equipment.** Use only equipment and materials proposed for use on the project to produce the trial batch.
- 4.4.2.1.10. **Trial Batch Quantity.** Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.
- 4.4.2.1.11. **Number of Trial Batches.** Produce trial batches as necessary to obtain a mixture that meets the specification requirements.
- 4.4.2.1.12. **Trial Batch Sampling.** Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with [Tex-222-F](#). Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.
- 4.4.2.1.13. **Trial Batch Testing.** Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel requirement in Table 10. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.
- 4.4.2.1.14. **Development of JMF2.** Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.
- 4.4.2.1.15. **Mixture Production.** Use JMF2 to produce Lot 1 as described in Section 3076.4.9.3.1.1., "Lot 1 Placement," after receiving approval for JMF2 and a passing result from the Department's or a Department-approved

laboratory’s Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor’s risk without receiving the results from the Department’s Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor’s expense.

4.4.2.1.16. **Development of JMF3.** Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.2.1.17. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

4.4.2.1.18. **Requesting Referee Testing.** Use referee testing, if needed, in accordance with Section 3076.4.9.1., “Referee Testing,” to resolve testing differences with the Engineer.

**Table 11
Operational Tolerances**

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer ¹
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0 ^{2,3}	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 ^{2,3}	±3.0
% passing the #200 sieve			±2.0 ^{2,3}	±1.6
Asphalt binder content, %	Tex-236-F	±0.5	±0.3 ³	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, min	Tex-204-F	Note ⁴	Note ⁴	N/A
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	N/A	±0.020

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

4.4.2.2. **Engineer’s Responsibilities.**

4.4.2.2.1. **Gyratory Compactor.** For SGC mixtures designed in accordance with [Tex-204-F](#), Part IV, the Engineer will use a Department SGC, calibrated in accordance with [Tex-241-F](#), to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

For TGC mixtures designed in accordance with [Tex-204-F](#), Part I, the Engineer will use a Department TGC, calibrated in accordance with [Tex-914-K](#), to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch.** The Engineer will review and verify conformance of the following information within 2 working days of receipt:

- the Contractor’s mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;
- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor’s mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 3076.2.1.1.2., “Micro-Deval Abrasion.” If the Engineer’s test results are pending after two working days, conditional approval of JMF1 will still be granted within two working days of receiving JMF1. When the Engineer’s test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

4.4.2.2.4. **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old.

4.4.2.2.5. **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- [Tex-226-F](#), to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- [Tex-530-C](#), to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer’s results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2.** The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production.** The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department’s or a Department-approved laboratory’s Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department’s or Department-approved laboratory’s sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor’s expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes.** JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, “Asphalts, Oils, and Emulsions,” or outside the manufacturer’s recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, “Equipment for Asphalt Concrete Pavement,” unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed the maximum production temperatures listed in Table 12 (or 275°F for WMA). The Department will not pay for or allow placement of any mixture produced above the maximum production temperatures listed in Table 12.

**Table 12
Maximum Production Temperature**

High-Temperature Binder Grade ¹	Maximum Production Temperature
PG 64	325°F
PG 70	335°F
PG 76	345°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor’s corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with

[Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

- 4.6. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department’s MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 3076.4.7.3.3., “Hauling Equipment.” Use other hauling equipment only when allowed.

- 4.7. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department’s copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines and are not placed in the wheel path, or as directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 13 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 13
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.7.1. **Weather Conditions.**

- 4.7.1.1. **When Using a Thermal Imaging System.** Place mixture when the roadway surface is dry and the roadway surface temperature is at or above the temperatures listed in Table 14A. The Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 3076.4.7.3.1.2., “Thermal Imaging System.”

Table 14A
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	35	40
PG 70	45 ²	50 ²
PG 76	45 ²	50 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture or when using WMA.

4.7.1.2.

When Not Using a Thermal Imaging System. When using a thermal camera instead of the thermal imaging system, place mixture when the roadway surface temperature is at or above the temperatures listed in Table 14B unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

Table 14B
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	45	50
PG 70	55 ²	60 ²
PG 76	60 ²	60 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture, when using WMA, or utilizing a paving process with equipment that eliminates thermal segregation. In such cases, for each sublot and in the presence of the Engineer, use a hand-held thermal camera operated in accordance with [Tex-244-F](#) to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

4.7.2.

Tack Coat.

4.7.2.1.

Application. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply the tack coat to all surfaces that will come in contact with the subsequent HMA placement, unless otherwise directed. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

4.7.2.2.

Sampling. The Engineer will obtain at least one sample of the tack coat binder per project in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will notify the Contractor when the sampling will occur and will witness the collection of the sample from the asphalt distributor immediately before use.

For emulsions, the Engineer may test as often as necessary to ensure the residual of the emulsion is greater than or equal to the specification requirement in Item 300, "Asphalts, Oils, and Emulsions."

4.7.3. **Lay-Down Operations.** Use the placement temperatures in Table 15 to establish the minimum placement temperature of the mixture delivered to the paver.

Table 15
Minimum Mixture Placement Temperature

High-Temperature Binder Grade ¹	Minimum Placement Temperature (Before Entering Paver) ^{2,3}
PG 64	260°F
PG 70	270°F
PG 76	280°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Minimum placement temperatures may be reduced 10°F if using a chemical WMA additive as a compaction aid.
3. When using WMA, the minimum placement temperature is 215°F.

4.7.3.1. **Thermal Profile.** Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with [Tex-244-F](#). Thermal profiles are not applicable in areas described in Section 3076.4.9.3.1.4., “Miscellaneous Areas.”

4.7.3.1.1. **Thermal Segregation.**

4.7.3.1.1.1. **Moderate.** Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as moderate thermal segregation.

4.7.3.1.1.2. **Severe.** Any areas that have a temperature differential greater than 50°F are deemed as severe thermal segregation.

4.7.3.1.2. **Thermal Imaging System.** Review the output results when a thermal imaging system is used, and provide the automated report described in [Tex-244-F](#) to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots daily or upon completion of the project or as requested by the Engineer.

4.7.3.1.3. **Thermal Camera.** When using a thermal camera instead of the thermal imaging system, take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Provide the Engineer with the thermal profile of every subplot within one working day of the completion of each lot. When requested by the Engineer, provide the thermal images generated using the thermal camera. Report the results of each thermal profile in accordance with Section 3076.4.2., “Reporting and Responsibilities.” The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

4.7.3.2. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.7.3.3. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.

4.7.3.4. **Screed Heaters.** Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 3076.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.

4.8. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.9%. Areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. **Acceptance Plan.** Payment adjustments for the material will be in accordance with Article 3076.6., "Payment."

Sample and test the hot-mix on a lot and subplot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in payment factors of at least 1.000, if the production payment factor given in Section 3076.6.1., "Production Payment Adjustment Factors," for two consecutive lots or the placement pay factor given in Section 3076.6.2., "Placement Payment Adjustment Factors," for two consecutive lots is below 1.000.

4.9.1. **Referee Testing.** The Materials and Tests Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within five working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the subplot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to

be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than three referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Materials and Tests Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish payment adjustment factors for the subplot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement payment adjustment factor for any subplot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 3076.6.2.2., "Placement Sublots Subject to Removal and Replacement."

4.9.2. **Production Acceptance.**

4.9.2.1. **Production Lot.** A production lot consists of four equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately three to four sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 to confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

4.9.2.1.1. **Incomplete Production Lots.** If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 3076.6.1., "Production Payment Adjustment Factors." Close all lots within five working days unless otherwise allowed.

4.9.2.2. **Production Sampling.**

4.9.2.2.1. **Mixture Sampling.** Obtain hot-mix samples from trucks at the plant in accordance with [Tex-222-F](#). The sampler will split each sample into three equal portions in accordance with [Tex-200-F](#) and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

4.9.2.2.1.1. **Random Sample.** At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with [Tex-225-F](#). Take one sample for each subplot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.

4.9.2.2.1.2. **Blind Sample.** For one subplot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with [Tex-225-F](#) for any subplot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

4.9.2.2.2. **Informational Shear Bond Strength Testing.** Select one random subplot from Lot 2 or higher for shear bond strength testing. Obtain full depth cores in accordance with [Tex-249-F](#). Label the cores with the Control Section Job (CSJ), producer of the tack coat, mix type, shot rate, lot, and subplot number and provide to the

Engineer. The Engineer will ship the cores to the Materials and Tests Division or district laboratory for shear bond strength testing. Results from these tests will not be used for specification compliance.

- 4.9.2.2.3. **Asphalt Binder Sampling.** Obtain a 1-qt. sample of the asphalt binder witnessed by the Engineer for each lot of mixture produced. The Contractor will notify the Engineer when the sampling will occur. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill and upstream from the introduction of any additives in accordance with [Tex-500-C](#), Part II. Label the can with the corresponding lot and subplot numbers, producer, producer facility location, grade, district, date sampled, and project information including highway and CSJ. The Engineer will retain these samples for one year. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample and upon request of the Contractor, the Engineer will split a sample of the asphalt binder with the Contractor.

At least once per project, the Engineer will collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD to verify compliance with Item 300, "Asphalts, Oils, and Emulsions" and will retain the other split sample for one year.

- 4.9.2.3. **Production Testing.** The Contractor and Engineer must perform production tests in accordance with Table 16. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 97.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#), Part I does not yield reliable results. Provide evidence that results from [Tex-236-F](#), Part I are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

**Table 16
Production and Placement Testing Frequency**

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	1 per subplot	1 per 12 sublots ¹
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	Tex-207-F	N/A	1 per subplot ¹
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	Tex-204-F	1 per subplot	1 per project
Segregation (density profile) ²	Tex-207-F , Part V		
Longitudinal joint density	Tex-207-F , Part VII	When directed	1 per project
Moisture content	Tex-212-F , Part II		
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	1 per subplot ¹
Asphalt binder content	Tex-236-F	1 per subplot	1 per lot ¹
Hamburg Wheel test	Tex-242-F	N/A	1 per project
Recycled Asphalt Shingles (RAS) ³	Tex-217-F , Part III	N/A	
Thermal profile ²	Tex-244-F	1 per subplot	
Asphalt binder sampling and testing	Tex-500-C , Part II	1 per lot (sample only) ⁴	
Tack coat sampling and testing	Tex-500-C , Part III	N/A	
Boil test ⁵	Tex-530-C	1 per lot	
Shear Bond Strength Test ⁶	Tex-249-F	1 per project (sample only)	

1. For production defined in Section 3076.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
2. Not required when a thermal imaging system is used.
3. Testing performed by the Materials and Tests Division or designated laboratory.
4. Obtain witnessed by the Engineer. The Engineer will retain these samples for one year.
5. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
6. Testing performed by the Materials and Tests Division or District for informational purposes only.

4.9.2.4. **Operational Tolerances.** Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation.** Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A subplot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances in Table 11 for three consecutive sublots on the same sieve or four consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content.** A subplot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any subplot.

4.9.2.4.3. **Voids in Mineral Aggregates (VMA).** The Engineer will determine the VMA for every subplot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any subplot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on two consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that does not

meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment.

4.9.2.4.4. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Materials and Tests Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.9.2.5. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance.**

4.9.3.1. **Placement Lot.** A placement lot consists of four placement sublots. A placement subplot consists of the area placed during a production subplot.

4.9.3.1.1. **Lot 1 Placement.** Placement payment adjustments greater than 1.000 for Lot 1 will be in accordance with Section 3076.6.2., "Placement Payment Adjustment Factors"; however, no placement adjustment less than 1.000 will be assessed for any subplot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any subplot with in-place air voids less than 2.7% or greater than 9.9%.

4.9.3.1.2. **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 3076.4.9.2.1.1., "Incomplete Production Lots," excluding areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production subplot.

4.9.3.1.3. **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and payment adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

4.9.3.1.4. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 13. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of

pavement unless another rate is shown on the plans. When "level up" is listed as part of the item bid description code, a payment adjustment factor of 1.000 will be assigned for all placement sublots as described in Article 3076.6, "Payment." Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 3076.4.8., "Compaction." Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

4.9.3.2.

Placement Sampling. The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the subplot is completed. Mark the roadway location at the completion of each subplot and record the station number. Determine one random sample location for each placement subplot in accordance with [Tex-225-F](#). Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the subplot and a 1.000 pay factor will be assigned to that subplot.

Provide the equipment and means to obtain and trim roadway cores on site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement subplot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement subplot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-251-F](#) if the core heights meet the minimum untrimmed value listed in Table 13. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and subplot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after witnessing the trimming of the cores and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that subplot if the core height before trimming is less than the minimum untrimmed value shown in Table 13. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the subplot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores

immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing.** Perform placement tests in accordance with Table 16. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer’s test results for in-place air voids. The allowable differences between the Contractor’s and Engineer’s test results are listed in Table 11.

4.9.3.3.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Before drying to a constant weight, cores may be pre-dried using a CoreDry or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core to determine the placement payment adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile).** Test for segregation using density profiles in accordance with [Tex-207-F](#), Part V when using a thermal camera instead of the thermal imaging system. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 3076.4.9.3.1.4., “Miscellaneous Areas.”

Perform a minimum of one density profile per subplot. Perform additional density profiles when any of the following conditions occur, unless otherwise approved:

- the paver stops due to lack of material being delivered to the paving operations and the temperature of the uncompacted mat before the initial break down rolling is less than the temperatures shown in Table 17;
- areas that are identified by either the Contractor or the Engineer with thermal segregation,;
- any visibly segregated areas that exist.

Table 17
Minimum Uncompacted Mat Temperature Requiring a Segregation Profile

High-Temperature Binder Grade ¹	Minimum Temperature of the Uncompacted Mat Allowed Before Initial Break Down Rolling ^{2,3,4}
PG 64	<250°F
PG 70	<260°F
PG 76	<270°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Segregation profiles are required in areas with moderate and severe thermal segregation as described in Section 3076.4.7.3.1.3.
3. Minimum uncompacted mat temperature requiring a segregation profile may be reduced 10°F if using a chemical WMA additive as a compaction aid.
4. When using WMA, the minimum uncompacted mat temperature requiring a segregation profile is 215°F.

Provide the Engineer with the density profile of every subplot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 3076.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 18. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 3076.4.9.3.3.5., "Irregularities." The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if 2 consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

Table 18
Segregation (Density Profile) Acceptance Criteria

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
Type B	8.0 pcf	5.0 pcf
Type C, Type D & Type F	6.0 pcf	3.0 pcf

4.9.3.3.3. **Longitudinal Joint Density.**

4.9.3.3.3.1. **Informational Tests.** Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations, at least once per subplot, unless otherwise directed.

4.9.3.3.3.2. **Record Tests.** Perform a joint density evaluation for each subplot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with [Tex-207-F](#), Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Provide the Engineer with the joint density of every subplot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 3076.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on two consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR).** The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Materials and Tests Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with [Tex-211-F](#).

4.9.3.3.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities. The Engineer may also require the Contractor to remove and replace (at the Contractor's expense) areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production.** The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 500 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, except for coring operations when required by the Engineer. The production and placement pay factors are 1.000 if the specification requirements listed below are met, all other specification requirements are met, and the Engineer performs acceptance tests for production and placement listed in Table 16 when 100 tons or more per day are produced.

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within $\pm 1.0\%$ of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 3076.4.8., "Compaction;" and
- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

- 5.1. **Dense Graded Hot-Mix Asphalt.** Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."
- 5.2. **Tack Coat.** Tack coat will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All tack, including emulsions, will be measured by the gallon applied.

The Engineer may allow the use of a metering device to determine asphalt volume used and application rate if the device is accurate within 1.5% of the strapped volume.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 3076.5.1, "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under Article 3076.5.2, "Measurement," will be paid for at the unit bid price for "Tack Coat" of the tack coat provided. These prices are full compensation for materials, placement, equipment, labor, tools, and incidentals. Payment adjustments will be applied as determined in this Item; however, a payment adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A payment adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code, and all testing requirements are met.

Payment for each subplot, including applicable payment adjustments greater than 1.000, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 3076.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in [Tex-244-F](#) are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

- 6.1. **Production Payment Adjustment Factors.** The production payment adjustment factor is based on the laboratory-molded density using the Engineer's test results. The bulk specific gravities of the samples from each subplot will be divided by the Engineer's maximum theoretical specific gravity for the subplot. The individual sample densities for the subplot will be averaged to determine the production payment adjustment factor in accordance with Table 19 for each subplot, using the deviation from the target laboratory-molded density defined in Table 9. The production payment adjustment factor for completed lots will be the average of the payment adjustment factors for the four sublots sampled within that lot.

**Table 19
Production Payment Adjustment Factors for Laboratory-Molded Density¹**

Absolute Deviation from Target Laboratory-Molded Density	Production Payment Adjustment Factor (Target Laboratory-Molded Density)
0.0	1.050
0.1	1.050
0.2	1.050
0.3	1.044
0.4	1.038
0.5	1.031
0.6	1.025
0.7	1.019
0.8	1.013
0.9	1.006
1.0	1.000
1.1	0.965
1.2	0.930
1.3	0.895
1.4	0.860
1.5	0.825
1.6	0.790
1.7	0.755
1.8	0.720
> 1.8	Remove and replace

1. If the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

6.1.1. **Payment for Incomplete Production Lots.** Production payment adjustments for incomplete lots, described under Section 3076.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production payment factors from all sublots sampled.

A production payment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples within the first subplot.

6.1.2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any subplot results in a "remove and replace" condition as listed in Table 19, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.2. **Placement Payment Adjustment Factors.** The placement payment adjustment factor is based on in-place air voids using the Engineer's test results. The bulk specific gravities of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the placement payment adjustment factor in accordance with Table 20 for each subplot that requires in-place air void measurement. A placement payment adjustment factor of 1.000 will be assigned to the entire subplot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement payment adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." The placement payment adjustment factor for completed lots will be the average of the placement payment adjustment factors for up to four sublots within that lot.

**Table 20
Placement Payment Adjustment Factors for In-Place Air Voids**

In-Place Air Voids	Placement Pay Adjustment Factor	In-Place Air Voids	Placement Pay Adjustment Factor
< 2.7	Remove and Replace	6.4	1.042
2.7	0.710	6.5	1.040
2.8	0.740	6.6	1.038
2.9	0.770	6.7	1.036
3.0	0.800	6.8	1.034
3.1	0.830	6.9	1.032
3.2	0.860	7.0	1.030
3.3	0.890	7.1	1.028
3.4	0.920	7.2	1.026
3.5	0.950	7.3	1.024
3.6	0.980	7.4	1.022
3.7	0.998	7.5	1.020
3.8	1.002	7.6	1.018
3.9	1.006	7.7	1.016
4.0	1.010	7.8	1.014
4.1	1.014	7.9	1.012
4.2	1.018	8.0	1.010
4.3	1.022	8.1	1.008
4.4	1.026	8.2	1.006
4.5	1.030	8.3	1.004
4.6	1.034	8.4	1.002
4.7	1.038	8.5	1.000
4.8	1.042	8.6	0.998
4.9	1.046	8.7	0.996
5.0	1.050	8.8	0.994
5.1	1.050	8.9	0.992
5.2	1.050	9.0	0.990
5.3	1.050	9.1	0.960
5.4	1.050	9.2	0.930
5.5	1.050	9.3	0.900
5.6	1.050	9.4	0.870
5.7	1.050	9.5	0.840
5.8	1.050	9.6	0.810
5.9	1.050	9.7	0.780
6.0	1.050	9.8	0.750
6.1	1.048	9.9	0.720
6.2	1.046	> 9.9	Remove and Replace
6.3	1.044		

6.2.1.

Payment for Incomplete Placement Lots. Payment adjustments for incomplete placement lots described under Section 3076.4.9.3.1.2., “Incomplete Placement Lots,” will be calculated using the average of the placement payment factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination.

If the random sampling plan results in production samples, but not in placement samples, the random core location and placement adjustment factor for the subplot will be determined by applying the placement random number to the length of the subplot placed.

If the random sampling plan results in placement samples, but not in production samples, no placement adjustment factor will apply for that subplot placed.

A placement payment adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any production samples.

6.2.2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement payment adjustment factor for any subplot results in a “remove and replace” condition as listed in Table 20, the Engineer will choose the location of two cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Materials and Tests Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt.

The bulk specific gravity of the cores from each subplot will be divided by the Engineer’s average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the new payment adjustment factor of the subplot in question. If the new payment adjustment factor is 0.700 or greater, the new payment adjustment factor will apply to that subplot. If the new payment adjustment factor is less than 0.700, no payment will be made for the subplot. Remove and replace the failing subplot, or the Engineer may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., “Acceptance of Defective or Unauthorized Work.” Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.3. **Total Adjusted Pay Calculation.** Total adjusted pay (TAP) will be based on the applicable payment adjustment factors for production and placement for each lot.

$$TAP = (A+B)/2$$

where:

A = Bid price × production lot quantity × average payment adjustment factor for the production lot

B = Bid price × placement lot quantity × average payment adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

Production lot quantity = Quantity actually placed - quantity left in place without payment

Placement lot quantity = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

Special Specification 5057

Precast Concrete Wheel Stops



1. DESCRIPTION

Furnish, install, move, and remove precast concrete wheel stops as shown on the plans, as provided for in the specifications for this project, or as directed.

2. MATERIALS

Provide new materials, if necessary, that comply with the requirements of this specification, and pertinent requirements of the following items:

Provide concrete wheel stops a minimum of 6 ft. long unless otherwise shown on the plans or as approved.

- 2.1. Provide hydraulic concrete conforming to Item 421, "Hydraulic Cement Concrete" with a minimum concrete strength equal to Class A concrete.
- 2.2. Provide reinforcing steel for concrete wheel stops conforming to Item 440, "Reinforcement for Concrete" with a minimum reinforcing of two No. 4 or three No. 3 bars placed longitudinally.
- 2.3. Submit commercially available wheel stop designs for approval.

3. CONSTRUCTION

Remove existing precast concrete wheel stops without damaging them. Salvage and reinstall precast concrete wheel stops in accordance with the plan details or as directed. If an existing precast concrete wheel stop is damaged beyond repair before completing the installation, furnish a new precast concrete wheel stop and install in accordance with the plan details or as directed. Existing precast concrete wheel stops that have been removed and are damaged or not salvageable as determined by the Engineer, will become the property of the Contractor. Existing precast concrete wheel stops that are to be removed and not reset that are salvageable as determined by the Engineer, will remain the property of Brazos Bend state park and will be delivered to them as directed. The anchoring method and anchor rod type are as shown on the submitted plan or by approval.

4. MEASUREMENT

This item will be measured as each unit, complete in place, as shown on the plans.

5. PAYMENT

The work performed and material furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Wheel Stops" of the work category (Furnish and Install, Move, or Remove) of wheel stops specified. This price is full compensation for furnishing and installing, moving, and removing wheel stops, preparing, hauling, handling, any temporary storage, installing materials and equipment, installing foundations as per the manufacturer's specifications or requirement, and for tools, labor, equipment, and incidentals.

ADDENDUM NO. 1

Project: **PARKS 2023-0001 – DSRP RANCH HOUSE ROAD PHASE 2**

Owner: **City of Dripping Springs, Texas**

Engineer: **Chad Gilpin, P.E. – City Engineer**

Date: **May 12th, 2023**

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

1. Plan Clarifications

- a. *Clarification:* Each course of base shall be compacted to a minimum density of 100 percent (100%), according to TxDOT Test Method TEX-113-E, with a moisture content +/-2% of optimum.

2. Contractor Questions

- a. *Question:* Is there a Geotech report available?
Response: A Geotech report is not available for this project.
- b. *Question:* In the notes related to pay Item it states “Where Hays Co Spec for Roadway Design & Paving are in Conflict with TXDOT Spec Listed above Hays Co Spec shall supersede.” I just want to clarify that we will have to use the Hays Co. TY D 64-22 Super Pave(Current Hays Co Subdivision Spec) in place of the TY D 70-22 TXDOT? This mix is roughly \$20/ton more expensive than the TY D 70-22. I would also like to make sure the other bidders are aware of this since the Hays Co spec seems to change every year.
Response: HMAC shall be governed by TxDOT ITEM 3076 TY D 70-22.

3. Construction Plan Revisions

This addendum contains 3 page(s) of attachment(s).

Sheet 1 of 28 – COVER SHEET

UPDATE - Seal Dates and note Addendum 01 in Revision Block.

Sheet 3 of 28 – SCHEDULE OF QUANTITIES

UPDATE – TxDOT Item 247 compaction and moisture content requirements.

Sheet 11 of 28 – TYPICAL SECTIONS

UPDATE – Flex Base compaction and moisture content requirements.

END REVISIONS

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR BID PROPOSAL TO HAVE THEIR BIDS RECOGNIZED.

Revisions By:

CHAD GILPIN

Chad Gilpin, PE
City Engineer



5-12-2023

REVISION BLOCK					
NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE
1	ADDENDUM #01	1, 3, 11	5/12/2023	<i>Chad Gilpin</i>	5/12/2023

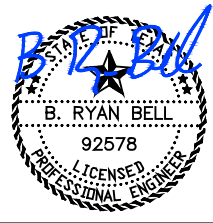
CONSTRUCTION PLANS FOR RANCH HOUSE ROAD PHASE 2

APRIL 2023

PROJECT # PARKS-2023-0001

THESE PLANS ARE FULL SIZE AT 11" X 17"

PREPARED BY:



1
5/12/2023
DATE

B. RYAN BELL, P.E.

RECOMMENDED BY:

Chad Gilpin

1
5/12/2023
DATE

CHAD GILPIN, P.E. - CITY ENGINEER

APPROVED BY:

CRAIG RICE, DEPUTY PUBLIC WORKS DIRECTOR

DATE

CONTRACTOR: _____

CONSTRUCTION START: _____

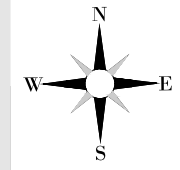
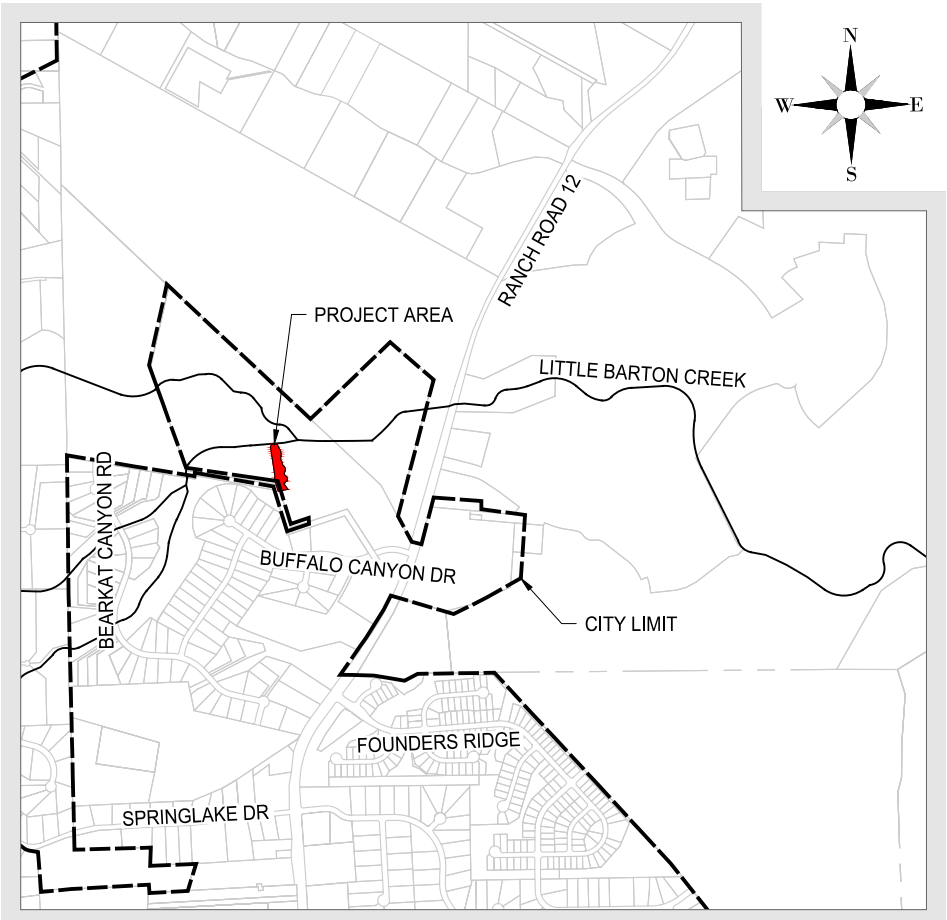
CONSTRUCTION ACCEPTED: _____

TOTAL CONSTRUCTION COST: _____

PREPARED BY:



T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-9266
9701 BRODIE LN, SUITE 203
AUSTIN, TX 78748
PH: 512.220.8100



APPROX. SCALE: 1" = 2,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS



1 ADDENDUM #01 - 5/12/2023

Sheet List Table	
Sheet Number	Sheet Title
1	COVERSHEET
2	GENERAL NOTES
3	QUANTITY SUMMARY
4	OVERALL SITE PLAN
5	HORIZONTAL ALIGNMENT DATA
6	EXISTING CONDITIONS & DEMO PLAN (1 OF 2)
7	EXISTING CONDITIONS & DEMO PLAN (2 OF 2)
8	PAVING PLAN (1 OF 3)
9	PAVING PLAN (2 OF 3)
10	PAVING PLAN (3 OF 3)
11	TYPICAL SECTIONS
12	ROADWAY DETAILS
13	GRADING POINTS & TREE LIST
14	TRAFFIC CONTROL PLAN - PH 1 (1 OF 2)
15	TRAFFIC CONTROL PLAN - PH 1 (2 OF 2)
16	TRAFFIC CONTROL PLAN - PH 2 (1 OF 2)
17	TRAFFIC CONTROL PLAN - PH 2 (2 OF 2)
18	TRAFFIC CONTROL PLAN - PH 3
19	TRAFFIC CONTROL DETAILS
20	DRAINAGE AREA MAP
21	CHANNEL & CULVERT LAYOUT
22	DRAINAGE DETAILS (CH-FW-0)
23	DRAINAGE DETAILS (SETP-CD)
24	DRAINAGE DETAILS (SETP-CD)
25	EROSION & SEDIMENTATION CONTROL PLAN (1 OF 2)
26	EROSION & SEDIMENTATION CONTROL PLAN (2 OF 2)
27	ESC DETAILS
28	ESC DETAILS (EC(2)-16)

NOTES:

1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS AND IS ZONED PP PUBLIC PARK.
2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83. COORDINATES AND DISTANCES SHOWN HEREON ARE IN GRID.
4. A PORTION OF THIS PROJECT LIES WITHIN ZONE AE AS IDENTIFIED BY THE FEDERAL MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C01005F DATED SEPTEMBER 2, 2005 HAYS COUNTY, TEXAS AND INCORPORATED AREAS. NO FILL IS BEING PLACED WITHIN THE FLOODWAY AS PART OF THE PROPOSED DRAINAGE AND ROADWAY IMPROVEMENTS.
5. THE PROPOSED IMPROVEMENT PLANS WERE PREPARED WITH THE BEST INFORMATION AVAILABLE THROUGH SURVEY, RECORD DRAWINGS, AND FIELD OBSERVATIONS. PER DIRECTION FROM THE CITY, GEOTECHNICAL PAVEMENT ANALYSIS AND RECOMMENDATIONS WERE NOT PERFORMED AS PART OF THE PROJECT.
6. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.

SCHEDULE OF QUANTITIES:

TXDOT SPEC	ITEM DESCRIPTION	UNITS	BASE BID	ADD ALT 1	COMBINED TOTAL
			QTY	QTY	QTY
0100 6001	PREPARING ROW	AC	1.28	0.43	1.71
0104 6021	REMOVING CONC (CURB)	LF	8	8	16
0110 6001	EXCAVATION (ROADWAY)	CY	894	315	1,209
0110 6002	EXCAVATION (CHANNEL)	CY	54	0	54
0164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	1,407	444	1,851
0247 6382	FL BS (CMP IN PLC)(TY A GR 5)(8")	SY	2,619	1,134	3,753
0310 6001	PRIME COAT (MULTI OPTION)	GAL	534	227	761
0432 6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	40	0	40
0464 6017	RC PIPE (CL IV)(18 IN)	LF	56	0	56
0466 6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EA	1	0	1
0467 6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	2	0	2
0500 6001	MOBILIZATION	LS	1	0	1
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	0	2
0506 6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	30	0	30
0506 6011	ROCK FILTER DAMS (REMOVE)	LF	30	0	30
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	944	523	1,467
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	944	523	1,467
0506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	50	35	85
0506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	50	35	85
0529 6001	CONCRETE CURB	LF	8	8	16
0529 6032	CONCRETE GUTTER (MODIFIED)	LF	541	380	921
0531 6001	CONC SIDEWALKS (4")	SY	34	0	34
0644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	2	0	2
0666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	325	0	325
0666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	42	0	42
0666 6197	REFL PAV MRK TY II (W) (SYMBOL)	EA	2	0	2
1004 6001	TREE PROTECTION	EA	20	2	22
3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)(8 IN)	SY	39	0	39
3076 6081	D-GR HMA TY-D PG70-22 (EXEMPT)(2 IN)	SY	2,670	1,131	3,801
5057 6001	PRECAST CONCRETE WHEEL STOPS	EA	2	0	2

ADD ALTERNATE 1

ALL PROPOSED WORK SHOWN ON THE PLANS BETWEEN STA 15+68.55 - 20+00.00

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE HAYS COUNTY SPECIFICATIONS FOR ROADWAY DESIGN, PAVING AND DRAINAGE ARE IN CONFLICT WITH TXDOT SPECIFICATIONS LISTED ABOVE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

THERE WILL BE NO SEPARATE PAY ITEM FOR TEMPORARY WATER FOR IRRIGATION AND ESTABLISHMENT OF GRASSES. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

THERE WILL BE NO SEPARATE PAY ITEM FOR FURNISHING AND PLACING TOPSOIL. ON-SITE EXCAVATED SOILS OR ON-SITE SOIL STOCKPILES LOCATED NEAR THE RANCH HOUSE PAVILION CENTER MAY BE USED FOR TOPSOIL AND SHOULDER EMBANKMENT PURPOSES UPON APPROVAL BY THE ENGINEER.

TXDOT ITEM 110 - EXCAVATION (ROADWAY)
REMOVAL OF EXISTING ASPHALT AND BASE MATERIAL SHALL BE SUBSIDIARY TO THIS PAY ITEM.

TXDOT ITEM 247 - FLEXIBLE BASE
EACH COURSE OF BASE SHALL BE COMPACTED TO A MINIMUM DENSITY OF 100 PERCENT (100%), ACCORDING TO TXDOT TEST METHOD TEX-113-E, WITH A MOISTURE CONTENT OF +/- 2% OF OPTIMUM.

TXDOT ITEM 351- CONC SIDEWALKS
RELOCATING EXISTING WOODEN PEDESTRIAN FENCE & RECONSTRUCTING PORTION OF EXISTING WOOD FENCE IS SUBSIDIARY TO THIS PAY ITEM.

TXDOT ITEM 666 - REFLECTORIZED PAVEMENT MARKINGS
GLASS BEADS ARE NOT REQUIRED FOR PARKING PAVEMENT MARKINGS.

TXDOT ITEM 3076 - HOT MIX ASPHALT CONCRETE PAVEMENT

HMAC, TACK COAT AND PRIME COAT SHALL BE APPLIED AT THE FOLLOWING RATES:

HMAC TY B 115 LB/SY/IN
HMAC TY D 115 LB/SY/IN
PRIME COAT 0.2 GAL/SY

GILPIN
ENGINEERING COMPANY

Item # 17.

T.B.P.L.S. Firm Registration # 10193770
T.B.P.E. Firm Registration # F-8266
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

ENGINEER'S SEAL:

COPYRIGHT NOTICE:
THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION UNDER 17 U.S.C. §101, ET SEQ., AS AMENDED. UNAUTHORIZED USE OF THESE PLANS OR THE DESIGNS REPRESENTED THEREIN WILL SUBJECT THE INFRINGER TO DAMAGES AND/OR JUDICIAL ACTION AS PROVIDED BY FEDERAL LAW.

REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM #01	5/12/2023

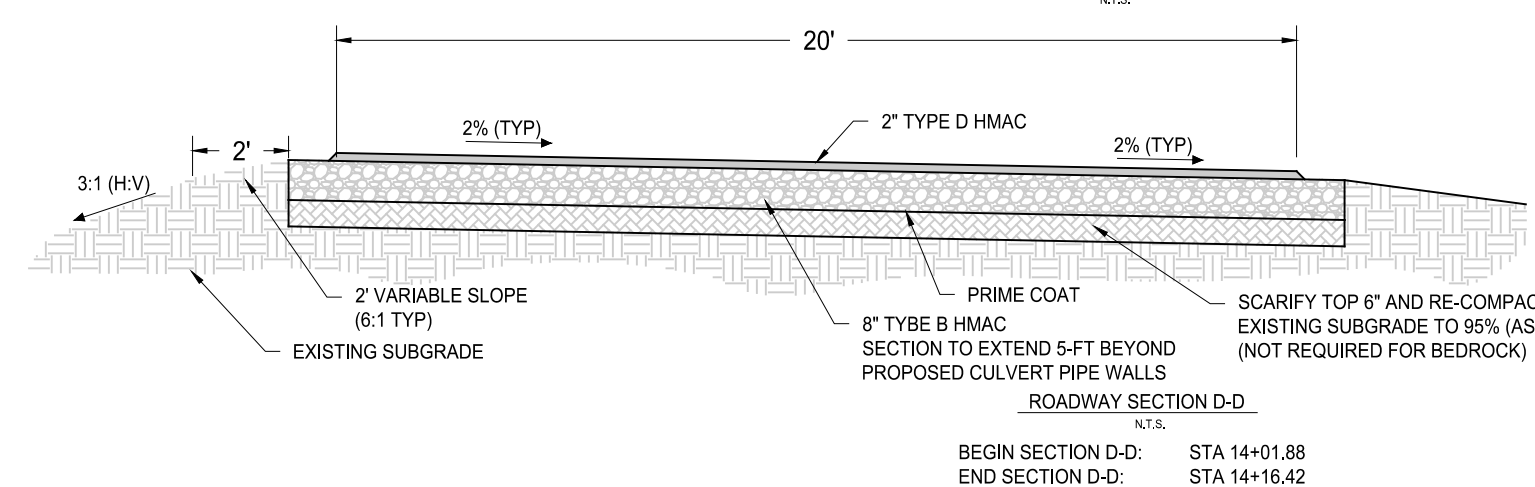
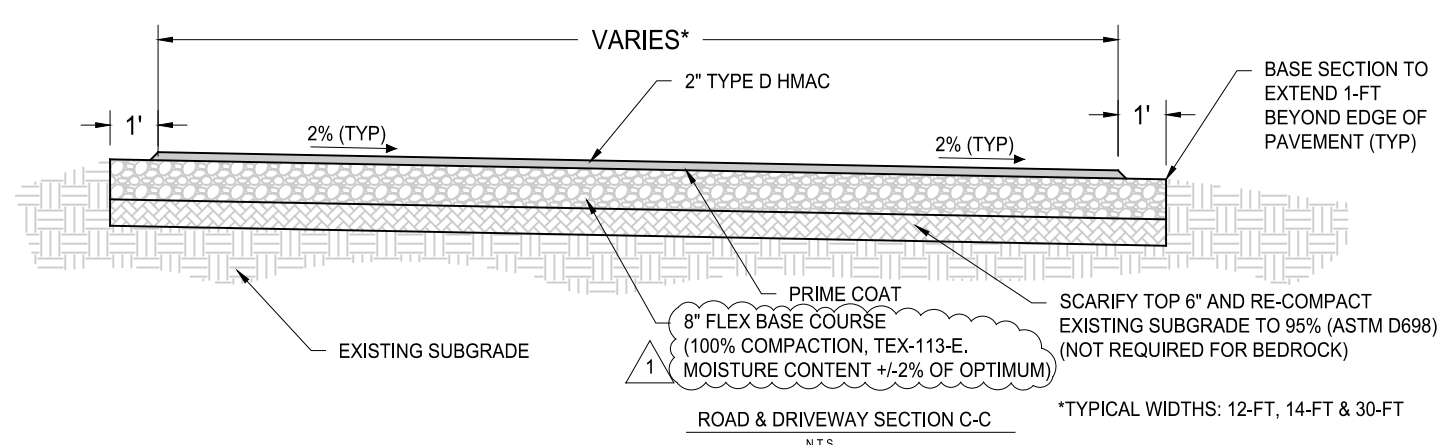
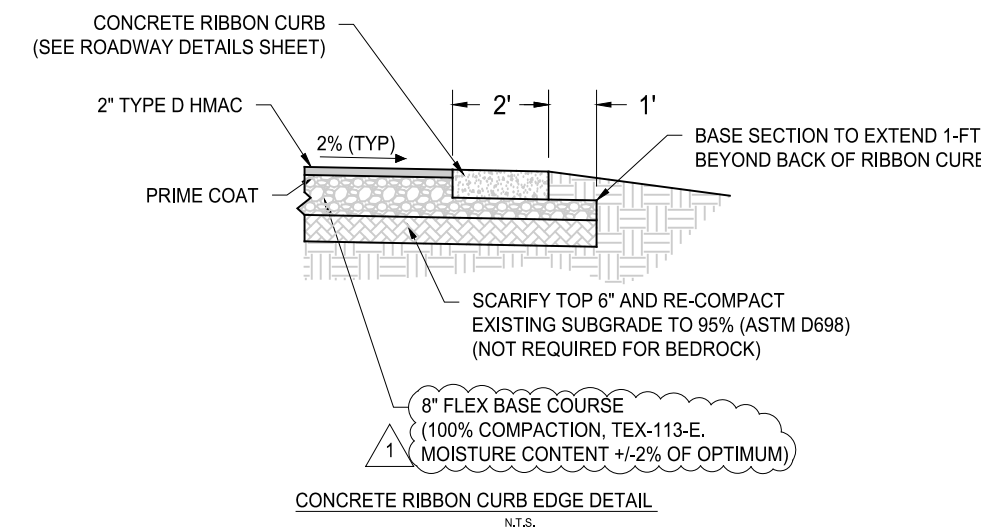
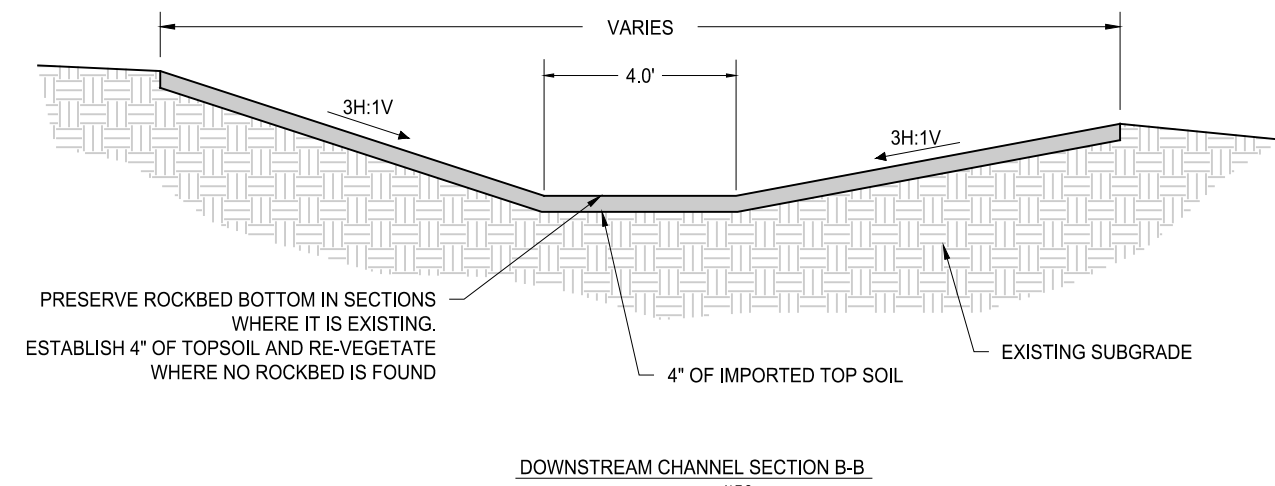
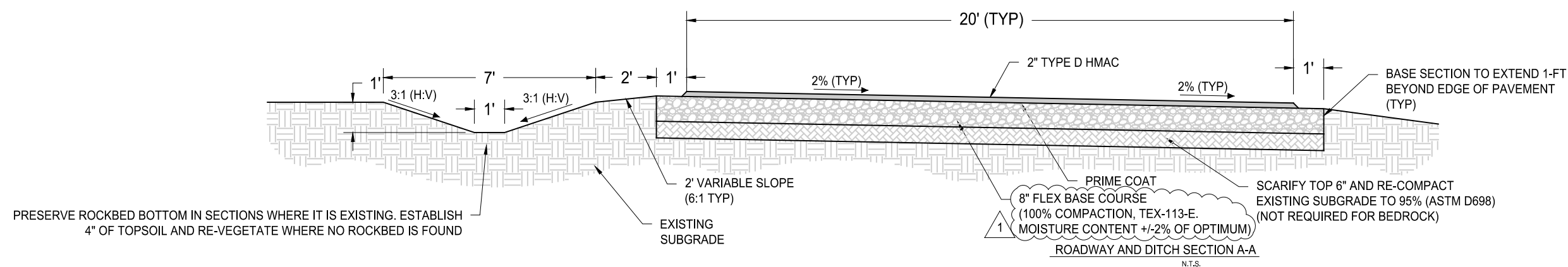
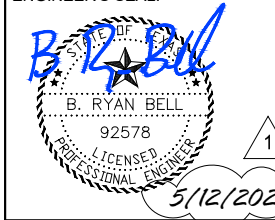
DATE: 4/27/2023
DESIGNED BY: DC
CHECKED BY: RB
PROJ #: PARKS-2023-0001



PROJECT:
**RANCH HOUSE ROAD
PHASE 2**

SHEET TITLE:
**SCHEDULE OF
QUANTITIES**

ENGINEER'S SEAL:



- NOTES:
- CONTRACTOR IS TO GRADE AND INSTALL THE SWALE RE-VEGETATION MEASURES AT THE START OF THE PROJECT TO REDUCE EROSION POTENTIAL AS WORK PROGRESSES.
 - SUBGRADE SHALL BE COMPACTED IN CONFORMANCE WITH CITY OF AUSTIN STANDARD SPECIFICATION ITEM 210S.
 - HMAC SURFACE COURSE SHALL HAVE A 1:1 (H:V) EDGE TAPER IN ALL LOCATIONS WITHOUT CONCRETE RIBBON CURB.

BEGIN SECTION D-D: STA 14+01.88
 END SECTION D-D: STA 14+16.42

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REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM #01	5/12/2023

DATE: 4/27/2023
 DESIGNED BY: DC
 CHECKED BY: RB
 PROJ #: PARKS-2023-0001



PROJECT:
 RANCH HOUSE ROAD
 PHASE 2

SHEET TITLE:
 TYPICAL SECTIONS

RFB Ranch House Rd
Phase
#Parks-2023-001

Item # 17.

San Marcos Publishing, LP

Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the Publisher, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Dripping Springs, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 2 weeks on the following dates:

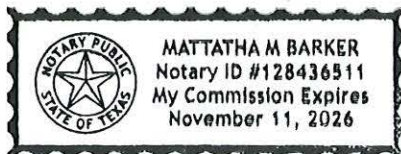
April 27, 2023
May 4, 2023
----- 2023
----- 2023

The said Publisher, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

D Sweat
Signature of Affiant

Subscribed and sworn to me, by the said Publisher Dalton Sweat this 3rd day of May, 2023 to certify which witness my hand and seal of office.

Mattatha M Barker
NOTARY PUBLIC in and for Hays County, Texas



NOTICE TO BIDDERS

Sealed bids will be received by the City of Dripping Springs, at its office at 511 Mercer St., City Hall Building, Dripping Springs, Texas, until 2:00 p.m. on Thursday, May 18, 2023, and then publicly opened, read, and taken under advisement at the same address. Bids will be for the furnishing of all necessary materials, machinery, equipment, labor, superintendence, and all other services and appurtenances required for the construction of the "Project" titled RANCH HOUSE ROAD PHASE 2 (#PARKS-2023-0001) and shall include acknowledgement of any addenda submitted, and all other documents included in said bid call. No bids may be withdrawn after the scheduled opening time. Any bids received after scheduled bid opening time will be returned, unopened. Said bid shall be marked:

**"RANCH HOUSE ROAD PHASE 2
(#PARKS-2023-0001)"**

Bids must be submitted on City of Dripping Springs bid forms and must be accompanied by an acceptable bid security in the form of a cashier's check or bid bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total bid amount. Bids must be submitted in a sealed envelope plainly marked with the name of the project as shown above, and the name and address of the Bidder. When submitted in person or by courier, this envelope shall be placed in another envelope addressed to:

**City of Dripping Springs
511 Mercer St.
Dripping Springs, Texas, 78620**

2023 Ranch House Road Phase 2 (#PARKS-2023-0001) generally includes: construction of a new park access roadway consisting of 3,800 square yards of hot-mix asphaltic pavement, 3,749 square yards of 8" flexible base, 34 square yards of concrete sidewalk, minor culvert installation and channel grading, signs, and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via email at egilpin@cityofdrippingsprings.com and the City of Dripping Springs website <https://www.cityofdrippingsprings.com/requestforbids> beginning April 27, 2023.

The City reserves the right to reject any and all Bids and any nonconforming Bid and to award the Contract in a period of time not exceeding 60 days from the Bid opening date. Bids shall remain firm for that period.

The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount, from a surety company holding a permit from the State of Texas to act as surety.

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

An Optional Pre-Bid conference with prospective bidders will be held on Thursday, May 4, 2023, at 1:00 p.m. at the City of Dripping Springs, City Hall 511 Mercer St., Dripping Springs, Texas.



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: June 6, 2023

Agenda Item Wording: **Discuss and consider approval of a Request for a Fee Reduction regarding SD2022-0033, VAR2022-008, SD2022-036, and VAR2022-009 related to Projects located at 1 Heritage Oaks and 31331 Ranch Road 12 from North Hays County Emergency Services District #1. Sponsor: Council Member Geoffrey Tahuahua.**

Agenda Item Requestor: Doug Fowler, District Administrator NHC ESD #1

Summary/Background: In December of 2022 North Hays County ESD #1 paid the City for various fees involving the construction of two emergency medical service stations and an administrative office building. The locations of the projects are 1 Heritage Oaks Drive and 31331 Ranch Road 12. The following fees were charged:

SD2022-0033 1 Heritage Oaks: \$34,142.12 Site Development Application; \$25.00 Public Notice Sign; \$180.00 Pre-Application Conference; and \$13,600.00 Fee In Lieu of Sidewalks.

VAR202-008 1 Heritage Oaks: \$25.00 Public Notice Sign; and \$500.00 Variance Request.

SD2022-0036 31331 Ranch Road 12: \$29,375.25 Site Development Application; \$25.00 Public Notice Sign; and \$180.00 Pre-Application Conference.

VAR2022-009 31331 Ranch Road 12: \$25.00 Public Notice Sign; and \$500.00 Variance Request.

The applicant was given a 10% fee reduction in accordance with the Fee Schedule since they are non-profit and serve a public purpose. The total amount of fees paid was \$70,719.65. The applicant has requested a further reduction in the fees paid.

The City's fees were established to cover the City's costs, including processing, reviewing, approving, and inspecting projects. To date, these projects have taken more staff time than the average project.

Commission Recommendations: N/A

**Recommended
Council Actions:**

Staff does not recommend approval of an additional reduction in fees.

Attachments:

Request letter from Doug Fowler, District Administrator.

Next Steps/Schedule:

Notify requestor of City Council's decision.



North Hays County
Emergency Services District #1
P.O. Box 1604, Dripping Springs, TX. 78620



Item # 18.

TO: Michelle Fischer
City Administrator, City of Dripping Springs

FROM: Doug Fowler
District Administrator, North Hays County ESD No. 1

DATE: May 3, 2023

SUBJECT: Request to Review Construction Permit Fees

In December of 2022 North Hays County ESD No. 1 paid the City of Dripping Springs \$70,719.65 for various fees involving the construction of two Emergency Medical Service Stations and a new administrative office building. The District received a 10% reduction in fees due to the Public Safety nature of the projects. The locations of the projects are 1 Heritage Oaks Drive and 31331 RR12. The following is a breakdown of the Fees:

<u>Permit No.</u>	<u>Location</u>	<u>Fee</u>	<u>Fee Type</u>
SD2022-0033	1 Heritage Oaks	\$34,142.14	Mega Projects (\$501,000.00 and Higher)
		\$ 25.00	Public Notice Signage
		\$ 180.00	Pre-Application Conference Fee
		\$13,600.00	Misc. Fee – Fee in lieu of sidewalks
VAR2022-008	1 Heritage Oaks	\$ 25.00	Public Notice Signage
		\$ 500.00	Waiver/Variance Request Fee
SD2022-0036	31331 RR 12	\$29,375.24	Mega Projects (\$501,000.00 and Higher)
		\$ 25.00	Public Notice Signage
		\$ 180.00	Pre-Application Conference Fee
VAR2022-009	31331 RR 12	\$ 25.00	Public Notice Signage
		\$ 500.00	Waiver/Variance Request Fee
Total Fees		\$78,577.38	
Minus 10%		<u>(\$ 7857.73)</u>	
Fee Paid		\$70,719.65	

The primary funding for District operations is through sales and ad valorem taxes. The majority of which is paid by the residents of North Hays County. To keep costs as low as possible and, therefore, keeping the tax rate as low as possible, the District (as a public safety governmental entity) is respectfully requesting a review of the fees paid to see if the District is eligible for a reduction in any of the fees above and beyond the actual expenses incurred by the City.

Thank you for your consideration of this request.



Doug Fowler

Work Order #	Title	WO Status
00453	Equipment mobilization	Completed
00454	Mercer St. Banner swap	Completed
00455	Plumbing Office Expansion (Bunk House)	Completed
00456	Tighten up the arms on the shade for the Lifeguard	Completed
00457	Change out dead Lightbulb in the main entry	Completed
00458	PW003 Registration	Completed
00459	City Hall Gutter clean out	Completed
00460	City Hall sidewalk and entrance powerwashing	Completed
00461	Mount Fire Extinguisher	Void
00462	PW004 Recall	Completed
00463	MD003 Safety Recall	Completed
00464	Replace A/C in Office	Completed
00465	Ranch House Chlorine Tabs	Completed
00466	Fix Leak in Field 46	Completed
00467	Seal the cracks around the AC Window Unit	Completed
00468	Broken Lance/Golden Eagle Pot hole repair	Completed
00469	Landscaping - Rob Shelton	Completed
00470	The vent hood in kitchen will not turn off.	Completed
00471	MD004 Dead Battery	Completed
00472	SRP branch clean up	Completed
00473	Old hwy 290 pot holes	Completed
00474	Hays st	Completed
00475	South College st	Completed
00476	Sportsplex Drive mowing	Completed
00477	Sportsplex Drive - Pothole repair	Completed
00478	Hays Street - Brush removal	Completed
00479	Creek Road - Pothole repair	Completed
00480	Landscaping - VMP	Completed
00481	Flags to half-staff	Completed
00482	Cap Butterfly Valve on Digester #2	Completed
00483	There is a set of lights that have been off or shu	Completed
00484	Copy Room	Completed
00485	Please remove the dead plant at the front entry of	Completed
00486	SRP - Dead tree removal	Completed
00487	Mount Fire Extinguisher	Completed
00488	Mount Fire Extinguisher in Server Room	Completed
00489	Insulate Office Expansion	New Work Order
00490	Install Drywall in Office WWTP	New Work Order
00491	Cover exposed pipe with Sandy Loam	Completed
00492	New Diaphragm Field 36	Completed
00493	Citizen complaint about the bathrooms at Founders	Completed
00494	FMP - Remove sun faded signs.	Completed
00495	SRP Brush	Completed
00496	Paint shet relocation and reinforcement	Completed
00497	Landscaping - City Hall	Completed

00498	DSRP to borrow MT85 mini-skid	In Progress
00499	Water wagon is leaking	Completed
00500	Trash Pump Repair on 3" trash pump in barn at WWTP	Completed
00501	BD004 - Recall drop off 5/24 0900	Completed
00502	Landscaping - Roger Hanks	Completed
00503	PW003 - Recalls	In Progress
00504	Pull Pump at LS6 - Check For Clog	Completed
00505	The AC thermostat is not on upstairs. There is not	Void
00506	Pool landscaping	Completed
00507	Mow Lift Stations	New Work Order
00508	2 Wire System Repair - 44	New Work Order
00509	Road Base Path	New Work Order
00510	MD002 Recall - 20N04	Completed
00511	Please transfer picnic tables from Pound House	Completed
00512	Concrete curb stop repair	Completed
00513	Sample Driftwood	Completed
00514	Parking permit signs leftover from Founders Day.	Completed
00515	Leftover signage from Founders Day.	Completed
00516	Tree debris removal	Completed
00517	Remove this sign.	Completed
00518	Creek Road mowing	Completed
00519	Move the vehicle barrier from Ranch Park to the WW	Completed
00520	RV Box 37/38 has the 30 Amp plug out	Completed
00521	Help set up tables and chairs for scheduled blood	Completed
00522	Founders Park Rd. drainage area mow	Completed
00523	The AC is not working again on the second floor at	Completed
00524	Mow Arrowhead Plant	Completed
00525	CL2 Caliterra	Completed
00526	Desk move from CH to Stephenson Bldg	Completed
00527	Chamber of Commerce Sign removal	Completed
00528	T-Post removal and storage	Completed
00529	Mercer St. - Pedestrian Crosswalk sign install	New Work Order
00530	Set Water Meters	Completed
00531	Landscaping - VMP and 4 corners	Completed
00532	Set Water Meters	Completed
00533	Grand Prairie ROW mowing	Completed
00534	Trash removal	Completed
00535	Road Base at Arrowhead WWTP	Completed
00536	Spray Weeds at Arrowhead WWTP	New Work Order
00537	Furniture removal	In Progress
00538	Landscaping - Founders Pool	Completed
00539	Put together new coffee table	Completed
00540	72" Ferris Zereturn front tire needs patched, repa	Completed
00541	Transport	Completed
00542	Roll up doors	Completed
00543	Goose neck trailer	Completed
00544	Landscaping - Rob Shelton / Sports Park Rd	Completed
00545	Hydrant Meter Set	Completed

00546	Plumbing lines in office	New Work Order
00547	"brochure holders" refurbishment	New Work Order
00548	It was Professor Plum - Spray painting pickleball	Completed
00549	Fix Cleanout at DSRP (By Water Storage Tank)	New Work Order

Maintenance and Facility Work Order Report
 May-23

Priority	Origin	Source Asset	Source User
High - 1-3 days	Non-PM	PW-Ferris-400S	Sonny Garza
	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Robert Hutson
Low - 7-15 days	Non-PM	PW003 - 2019 Chevy 6500	Craig Rice
Low - 7-15 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM	PW004 - 2019 Ford F-150	Sonny Garza
Low - 7-15 days	Non-PM	MD003 - 2019 Ford F-150	Sonny Garza
High - 1-3 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Manny Espinosa
Low - 7-15 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM	MD004 - 2018 Ford F-250	John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Sonny Garza
High - 1-3 days	Non-PM	GST	Wacey Henager
Critical - ASAP	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
Spare Time	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Cameron Queen
High - 1-3 days	Non-PM		Anthony Pennell
Critical - ASAP	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill

High - 1-3 days	Non-PM	PW-Bobcat-MT85	Sonny Garza
High - 1-3 days	Non-PM	PCS-Water Wagon	Sonny Garza
Low - 7-15 days	Non-PM	PW-Kohler-TrshPmp	Sonny Garza
Low - 7-15 days	Non-PM	BD004 - 2022 Ford Bronco Sport	Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Low - 7-15 days	Non-PM	PW003 - 2019 Chevy 6500	Craig Rice
Medium - 3-7 days	Non-PM		Gray Lahrman
Critical - ASAP	Non-PM		Craig Rice
Medium - 3-7 days	Non-PM		Craig Rice
Medium - 3-7 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM	MD002 - 2018 Ford F-350	Sonny Garza
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Robert Hutson
Low - 7-15 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Sonny Garza
Critical - ASAP	Non-PM		Aaron Reed
Critical - ASAP	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Robert Hutson
Low - 7-15 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Anthony Pennell
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Spare Time	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Wacey Henager

Medium - 3-7 days	Non-PM		Robert Hutson
Low - 7-15 days	Non-PM		Robert Hutson
High - 1-3 days	Non-PM		Craig Rice
Medium - 3-7 days	Non-PM		Anthony Pennell

Assigned	Expected
05/01/2023 01:41:00 PM	Maintenance and Facility
05/01/2023 01:47:00 PM	
05/02/2023 10:28:00 AM	
05/02/2023 04:26:00 PM	
05/02/2023 04:27:00 PM	
05/02/2023 02:52:00 PM	
05/02/2023 03:10:00 PM	
05/02/2023 03:11:00 PM	
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05/03/2023 08:40:00 AM	
05/03/2023 02:07:00 PM	05/03/2023 05:00:00 AM
05/03/2023 02:10:00 PM	
05/04/2023 03:04:00 PM	
05/04/2023 03:02:00 PM	
05/04/2023 03:08:00 PM	
05/05/2023 02:04:00 PM	
05/05/2023 02:05:00 PM	
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05/05/2023 03:11:00 PM	
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05/05/2023 03:48:00 PM	
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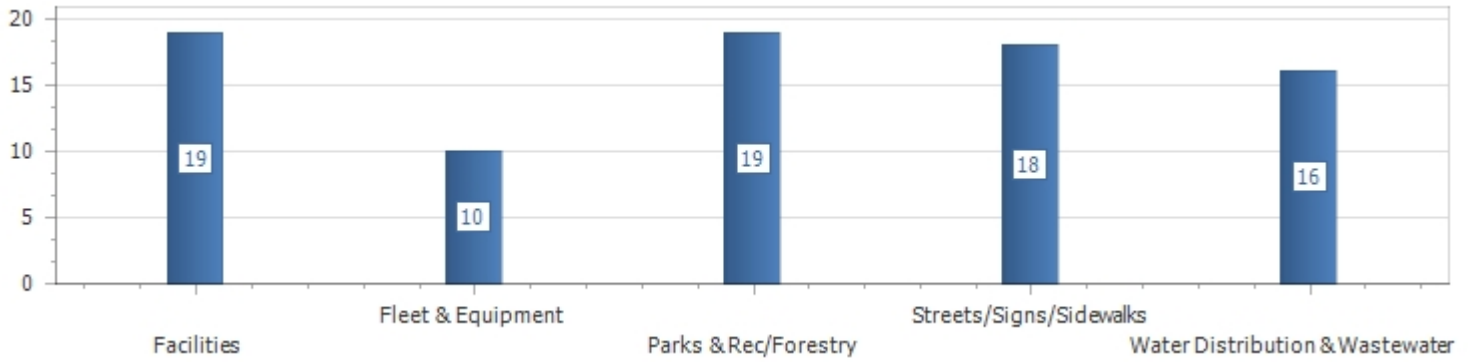
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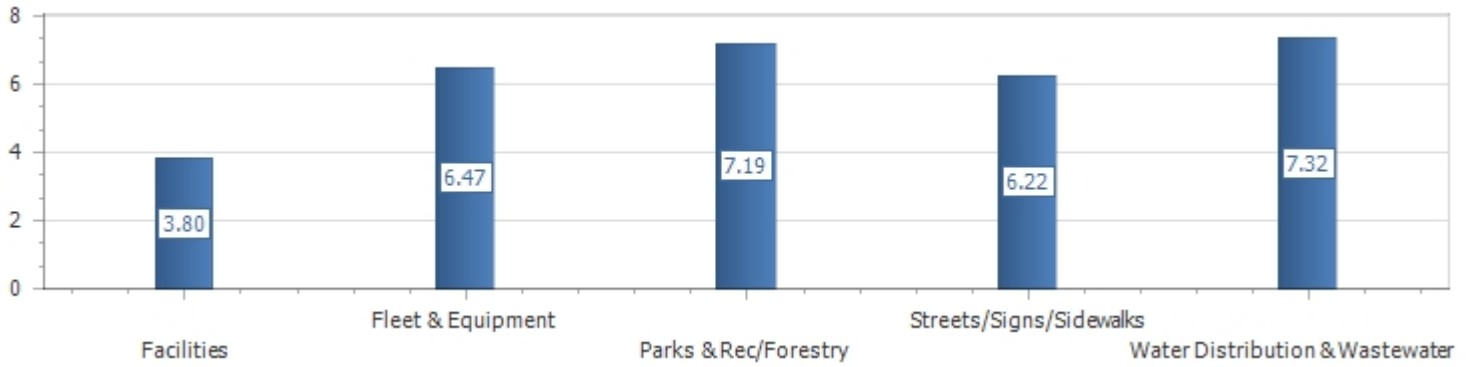
Completed WOs by Site Analysis

Date Printed: 06/02/2023

Total



Average days to close



Site	Total	Average days to close
Facilities	19	3.80
Fleet & Equipment	10	6.47
Parks & Rec/Forestry	19	7.19
Streets/Signs/Sidewalks	18	6.22
Water Distribution & Wastewater	16	7.32

Report Parameters

Filter:

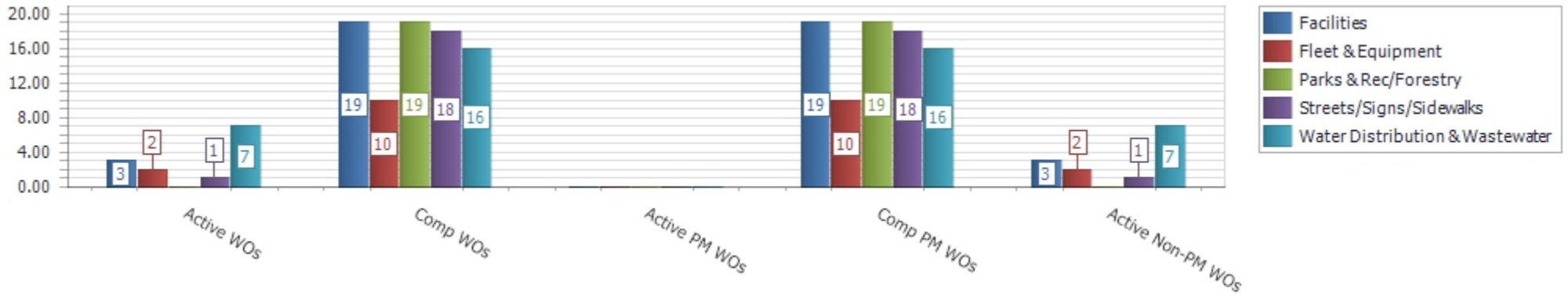
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Advanced Filters: [Originated] Between '05/01/2023' And '05/31/2023'

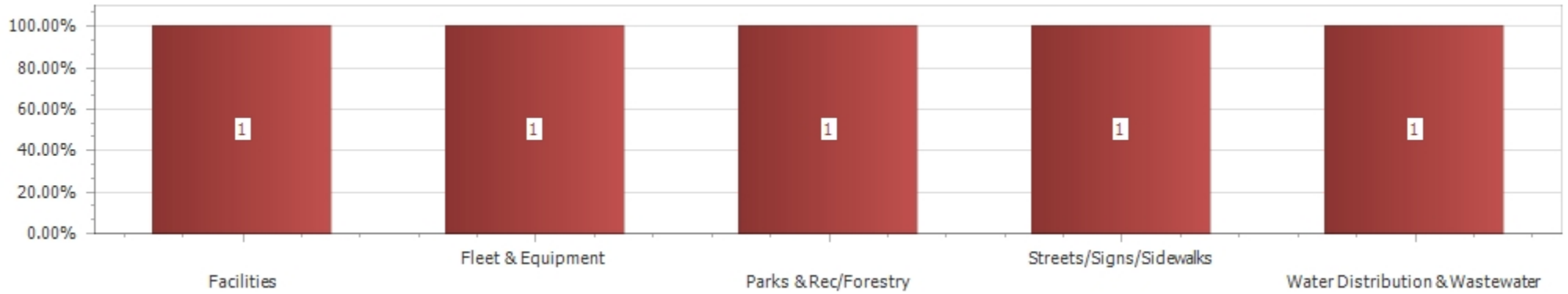
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Site Comparison

Date Printed: 06/02/2023



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	3	19	0	0	3	19	2207.42	121.50	100.34	5.52
Fleet & Equipment	Dripping Springs	2	10	0	0	2	10	756.73	26.25	63.06	2.19
Parks & Rec/Forestry	Dripping Springs	0	19	0	0	0	19	737.83	39.00	38.83	2.05
Streets/Signs/Sidewalks	Dripping Springs	1	18	0	0	1	18	1132.57	58.75	59.61	3.09
Water Distribution & Wastewater	Dripping Springs	7	16	0	0	7	16	795.82	55.00	34.60	2.39

Report Parameters

Filter:

Search:

Site Comparison

Item # 22.

Date Printed: 06/02/2023

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Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [Originated] Between '05/01/2023' And '05/31/2023'

Tags: