City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street – Dripping Springs, Texas

Tuesday, August 19, 2025, at 5:30 PM

AMENDED AGENDA

CALL TO ORDER & ROLL CALL

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

Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
Deputy City Attorney Aniz Alani
City Secretary Diana Boone
IT Director Jason Weinstock
Planning Director Tory Carpenter
Parks & Community Services Director Andy Binz
People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation

of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

BUDGET WORKSHOP

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

1. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2026.** *Deputy City Administrator, Shawn Cox*

CONSENT AGENDA

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

2. **Approval of the July 15, 2025 City Council & Board of Adjustment regular meeting minutes.**
3. **Approval of an ordinance appointing Marilyn Miller as the presiding municipal judge of the City of Dripping Springs Municipal Court for a two (2) year term ending June 2027.**
4. **Approval of an Ordinance of the City Council of the City of Dripping Springs, Texas accepting and approving an Annual Service Plan Update to the Service and Assessment Plan and an updated Improvement Area #1 and Improvement Area #2 Assessment Rolls for the Heritage Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.**

BUSINESS AGENDA

5. **Discuss and consider approval of an amended Wastewater Utility Agreement with Dripping Springs Partners, LP and Taylor Morrison of Texas, Inc. for the Village Grove Subdivision.** *Sponsor: Mayor Bill Foulds, Jr.*
6. **Discuss and consider selection of bidder for Founders Memorial Park Improvements and authorize staff to finalize agreement with selected bidder based on approved bid.** *Sponsor: Mayor Pro Tem Taline Manassian*
7. **Discuss and consider approval of a Resolution Expressing Support for Hays County's Infrastructure Planning Efforts, including the West Travis County Public Utility Agency's Temporary Interconnection Project, and Affirming the City's Commitment to Regional Collaboration to Protect the Health, Safety, and Welfare of Residents.** *Sponsor: Mayor Bill Foulds, Jr.*
8. **Discuss and consider approval of Employee Benefits Plans for medical, dental, and life policies and approval of a Professional Services Agreement between the City of Dripping**

Springs and Brinson Benefits for benefit plan services, and authorize the mayor to finalize the agreements. *Sponsor: Mayor Bill Foulds, Jr.*

REPORTS

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

9. **Legislative Report.** *Laura Mueller, City Attorney*

10. **Planning Department Report.** *Tory Carpenter, Planning Director*

CLOSED SESSION

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

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

12. **Consultation with city attorney related to legal issues regarding land use conditions on variances, special exceptions, and other zoning issues.** (*Consultation with Attorney, 551.071*).

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

14. **Deliberation of the Evaluation and Duties of the City Administrator, Deputy City Administrator I, and Deputy City Administrator II and Consultation with Attorney related to legal issues regarding evaluation, agreements, and duties of city employees.** (*Consultation with Attorney, 551.071; Deliberation Regarding Personnel Matters, 551.074*).

15. **Deliberation regarding Security Devices related to server and internet security.** (*Deliberation Regarding Security Devices, 551.089*).

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings
September 2, 2025, at 5:30 p.m. (Special Meeting)
September 16, 2025, at 5:30 p.m. (Special Meeting)
October 7, 2025, at 6:00 p.m.
October 21, 2025, at 6:00 p.m.
November 4, 2025, at 6:00 p.m.
November 18, 2025, at 6:00 p.m.

Board, Commission & Committee Meetings
Parks & Recreation Commission, August 20, 2025, at 6:00 p.m.
Emergency Management Committee, August 21, 2025, at 12:00 p.m.
Utility Commission, August 21, 2025, at 4:00 p.m.
Transportation Committee, August 25, 2025, at 3:30 p.m.
Founders Day Commission, August 25, 2025, at 6:30 p.m.
Planning & Zoning Commission, August 26, 2025, at 6:00 p.m.
Farmers Market Committee, August 28, 2025, at 10:00 a.m.
Historic Preservation Commission, September 4, 2025, at 4:00 p.m.
TIRZ No.1 & No.2 Board Meeting, September 8, 2025, at 4:00 p.m.
DSRP Board Meeting, September 10, 2025, at 11:00 a.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on August 13, 2025 at 5:00 p.m.

_____
Diana Boone, City Secretary

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

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
CITY - GENERAL FUND					
Balance Forward	**2,682,552.45**	**3,121,821.56**	**439,269.11**	**3,121,821.56**	**2,172,544.33**
Revenue					
AD Valorem	3,707,356.54	3,707,356.54		3,726,162.68	4,934,684.49
AV P&I	4,000.00	4,000.00		13,531.83	4,000.00
Sales Tax	4,500,000.00	4,500,000.00		4,900,000.00	4,600,000.00
Mixed Beverage	100,000.00	100,000.00		26,976.63	-
Alcohol Permits	6,500.00	6,500.00		5,117.50	5,000.00
Fire Inspections	50,000.00	50,000.00		40,000.00	40,000.00
Bank Interest	150,000.00	150,000.00		210,000.00	175,000.00
Development Fees:					
- Subdivision	295,100.00	295,100.00		516,000.00	459,825.00
- Site Dev	400,000.00	400,000.00		63,000.00	50,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00		67,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00		1,600,000.00	1,500,000.00
Transportation Improvements Reimbursements	1,010,000.00	1,010,000.00		1,337,000.00	1,850,000.00
Solid Waste	55,000.00	55,000.00		60,000.00	60,000.00
Health Permits/Inspections	75,000.00	75,000.00		65,000.00	60,000.00
Municipal Court					
Other Income	40,000.00	40,000.00		40,000.00	40,000.00
TXF from Capital Improvements					
TXF from HOT	55,000.00	255,000.00		255,000.00	3,496.00
TXF from WWU				12,500.00	281,199.17
TXF from TIRZ	-	100,000.00		100,000.00	-
TXF from Sidewalk Fund	29,000.00	29,000.00		29,000.00	-
TXF from Series 2025	-	-		383,000.00	690,948.00
Total	**14,724,508.98**	**15,463,778.10**	**439,269.11**	**16,571,110.20**	**16,991,697.00**
Expense					
Supplies	37,000.00	37,000.00		25,000.00	30,000.00
Office IT Equipment and Support	117,329.00	117,329.00		117,329.00	151,750.00
Software Purchase, Agreements and Licenses	301,251.76	301,251.76		275,000.00	311,298.93
Website	7,000.00	7,000.00		7,000.00	11,930.00
Communications Network/Phone	85,221.64	85,221.64		85,221.64	97,000.00
Miscellaneous Office Equipment	10,000.00	10,000.00		10,000.00	10,016.00
Utilities:					
- Street Lights	20,000.00	20,000.00		18,000.00	20,000.00
- Streets Water	4,000.00	4,000.00		4,000.00	4,000.00
- Office Electric	8,000.00	8,000.00		11,750.00	15,000.00
- Office Water	750.00	750.00		2,450.00	3,000.00
- DT Restroom Electric	2,000.00	2,000.00		1,000.00	2,000.00
- DT Restroom Water	2,000.00	2,000.00		1,000.00	2,000.00
- Stephenson Electric	1,500.00	1,500.00		750.00	1,500.00
- Stephenson Water	800.00	800.00		800.00	1,500.00
Transportation:					
- Improvement Projects	790,000.00	790,000.00		390,000.00	2,655,000.00
- Street & ROW Maintenance	215,075.00	215,075.00		175,000.00	272,000.00
- Street Improvements	-	439,269.14		773,157.42	690,948.00
Office Maintenance/Repairs	36,880.00	36,880.00		36,880.00	94,200.00
Stephenson Building Maintenance	2,500.00	2,500.00		500.00	-
Maintenance Equipment	115,500.00	115,500.00		115,500.00	24,500.00
Equipment Maintenance	17,750.00	17,750.00		8,000.00	49,500.00
Maintenance Supplies	6,500.00	6,500.00		6,500.00	10,000.00
Fleet Acquisition	50,000.00	50,000.00		48,000.00	-
Fleet Maintenance	103,675.00	103,675.00		75,000.00	130,000.00
City Hall Improvements	1,100,000.00	1,100,000.00		1,100,000.00	-
Maintenance Facility	-	-			
Uniforms	17,500.00	17,500.00		12,500.00	18,310.00
Special Projects:					
- Family Violence Ctr	7,000.00	7,000.00		7,000.00	7,000.00
- Lighting Compliance	2,000.00	2,000.00		2,000.00	2,0

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY [illegible] Proposed
- Economic Development	5,000.00	5,000.00		5,000.00	5,000.00
- Records Management	720.00	720.00		3,000.00	2,500.00
- Government Affairs	50,000.00	50,000.00		-	-
- Planning Consultant	30,000.00	30,000.00		30,000.00	-
- Land Acquisition	10,000.00	10,000.00		-	10,000.00
- Downtown Bathroom	-	360,000.00		383,000.00	-
- City Hall Planning					
Public Safety:					
- Emergency Management Equipment	67,500.00	67,500.00		67,500.00	6,800.00
- Emergency Equipment Fire & Safety	611.00	611.00		900.00	13,000.00
- Emergency Mgt PR	3,000.00	3,000.00		3,000.00	3,000.00
- Emergency Equipment Maintenance & Service	12,299.00	12,299.00		12,299.00	12,910.00
- Emergency Management Other					
- Animal Control	3,400.00	3,400.00		3,400.00	3,400.00
Public Relations	15,000.00	15,000.00		15,000.00	15,000.00
Postage	4,500.00	4,500.00		4,500.00	4,500.00
TML Insurance:					
- Liability	33,908.00	33,908.00		25,699.50	30,000.00
- Property	67,191.00	67,191.00		87,262.50	95,988.75
- Workers' Comp	42,497.00	42,497.00		61,822.00	68,004.20
Dues, Fees, Subscriptions	74,462.85	74,462.85		125,000.00	104,047.85
Public Notices	2,600.00	2,600.00		6,000.00	4,200.00
City Sponsored Events					
Election	8,000.00	8,000.00		-	8,000.00
Salaries	3,936,374.84	3,936,374.84		3,594,295.82	4,109,876.51
Taxes	309,012.18	309,012.18		282,158.39	327,509.55
Benefits	315,432.63	315,432.63		288,020.89	397,946.48
Retirement	214,341.87	214,341.87		195,715.13	235,335.82
DSRP Salaries	293,829.00	293,829.00		417,237.18	306,909.40
DSRP Taxes	23,737.92	23,737.92		33,707.84	24,738.57
DSRP Benefits	35,267.45	35,267.45		50,079.78	40,433.06
DSRP Retirement	17,049.43	17,049.43		24,210.19	17,992.56
Professional Services:					
- Financial Services	37,500.00	37,500.00		55,849.00	55,000.00
- Engineering	70,000.00	70,000.00		70,000.00	70,000.00
- Special Counsel and Consultants	16,000.00	16,000.00		5,000.00	12,000.00
- Muni Court	15,500.00	15,500.00		8,000.00	15,500.00
- Bldg. Inspector	750,000.00	750,000.00		1,000,000.00	750,000.00
- Fire Inspector	40,000.00	40,000.00		40,000.00	40,000.00
- Health Inspector	-	-		15,000.00	15,000.00
- Architectural and Landscape Consultants	5,000.00	5,000.00		2,500.00	5,000.00
- Historic District Consultant	29,500.00	29,500.00		29,500.00	-
- Lighting Consultant	2,000.00	2,000.00		2,000.00	2,000.00
- Human Resource Consultant	38,200.00	38,200.00		30,000.00	25,000.00
- Law Enforcement	-	-		-	182,541.00
Training/CE	100,000.00	100,000.00		85,000.00	100,000.00
Employee Engagement	20,000.00	20,000.00		20,000.00	5,000.00
Meeting Supplies	3,120.00	3,120.00		9,000.00	-
Code Publication	6,461.47	6,461.47		6,461.47	6,500.00
Mileage	2,000.00	2,000.00		1,200.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00		5,000.00	10,000.00
Bad Debt Expense					
Contingencies/Emergency Fund	62,000.00	62,000.00		10,000.00	50,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)					
Debt Payment 2024	486,041.67	486,041.67		486,041.67	485,238.00
Debt Payment 2025	865,000.00	865,000.00		425,529.52	424,392.65
TXF to Reserve Fund	500,000.00	500,000.00		300,000.00	300,000.00
TXF AV to TIF	575,566.14	575,566.14		575,566.14	705,585.10
TXF to TIRZ					
Sales Tax TXF to WWU	900,000.00	900,000.00		980,000.00	920,000.00
SPA & ECO D TXF	259,200.00	259,200.00		215,000.00	225,000.00
TXF to DSRP					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
TXF to Capital Improvement Fund	-	-		-	300,000.00
TXF to Vehicle Replacement Fund	115,083.55	115,083.55		115,083.55	162,679.00
TXF to WWU					
TXF to Founders Day					
TXF to Farmers Market	16,542.01	16,542.01		16,542.01	17,765.75
Total	**13,561,681.40**	**14,360,950.54**	**-**	**13,536,419.64**	**15,347,747.19**
PARKS - GENERAL FUND					
Revenue					
Sponsorships and Donations	5,500.00	5,500.00		5.00	6,000.00
City Sponsored Events					
Programs and Events	9,500.00	9,500.00		9,500.00	8,800.00
Community Service Permit Fees	1,800.00	1,800.00		1,800.00	1,375.00
Aquatics Program Income	41,750.00	41,750.00		42,775.15	32,750.00
Pool and Pavilion Rental	21,235.00	21,235.00		21,517.75	22,238.75
Park Rental Fees	6,000.00	6,000.00		8,980.00	19,000.00
Reimbursement of Utility Costs				4,790.00	
TXF from HOT Fund	16,500.00	16,500.00		16,500.00	16,500.00
TXF from Parkland Dedication	8,500.00	8,500.00		8,500.00	-
TXF from Parkland Development					-
TXF from Landscaping Fund	60,000.00	60,000.00		60,000.00	70,000.00
Total Revenue	**170,785.00**	**170,785.00**		**174,367.90**	**176,663.75**
Expense					
Other	6,500.00	6,500.00		6,500.00	6,500.00
Park Consultants				10,000.00	35,000.00
Dues Fees and Subscriptions	2,575.00	2,575.00		2,575.00	3,075.00
Advertising & Marketing	15,500.00	15,500.00		15,500.00	17,020.00
Total Other	**24,575.00**	**24,575.00**		**34,575.00**	**61,595.00**
Public Improvements					
All Parks	247,000.00	247,000.00		397,000.00	-
Triangle Improvement	5,000.00	5,000.00		5,000.00	-
Rathgeber Improvements	-	-		-	
Founders Park	175,000.00	155,000.00		155,000.00	-
Founders Pool	10,000.00	10,000.00		10,000.00	-
Skate Park	25,000.00	25,000.00		25,000.00	-
S & R Park	70,000.00	90,000.00		90,000.00	15,000.00
Charro Ranch Park	-	-		-	-
Total Improvements	**532,000.00**	**532,000.00**		**682,000.00**	**15,000.00**
Utilities					
Portable Toilets	10,000.00	10,000.00		7,500.00	10,000.00
Hays Trinity Groundwater Permit	150.00	150.00		150.00	150.00
Triangle Electric	500.00	500.00		500.00	500.00
Triangle Water	500.00	500.00		500.00	500.00
Ranch House Network/Phone	8,568.00	8,568.00		8,568.00	8,568.00
S&R Park Water	13,000.00	13,000.00		16,274.98	13,000.00
SRP Electric	2,500.00	2,500.00		2,500.00	2,500.00
FMP Pool/ Pavilion Water	5,300.00	5,300.00		5,300.00	5,300.00
FMP Pool//Electricity	4,500.00	4,500.00		6,000.00	6,000.00
Pool Phone/Network	2,500.00	2,500.00		2,500.00	7,500.00
FMP Pool Propane	10,000.00	10,000.00		7,500.00	6,000.00
Total Utilities	**57,518.00**	**57,518.00**		**57,292.98**	**60,018.00**
Maintenance					
General Maintenance (All Parks)	25,000.00	25,000.00		25,000.00	25,000.00
Trail Washout repairs					25,000.00
Equipment Rental	5,000.00	5,000.00		2,500.00	5,000.00
Founders Pool	21,000.00	21,000.00		21,000.00	7,500.00
Founders Park	26,000.00	26,000.00		26,000.00	44,000.00
Skate Park Maintenance	2,500.00	2,500.00		2,500.00	5

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
S&R	43,500.00	43,500.00		43,500.00	43,500.00
Charro Ranch Park	26,150.00	26,150.00		21,150.00	25,700.00
Triangle/ Veteran's Memorial Park	5,700.00	5,700.00		5,700.00	5,700.00
Rathgeber Maintenance					-
Ranch Park Maintenance	17,000.00	17,000.00		17,000.00	22,000.00
Total Maintenance	**171,850.00**	**171,850.00**		**164,350.00**	**203,900.00**
Supplies					
General Parks	19,600.00	19,600.00		19,600.00	27,000.00
Charro Ranch Supplies	1,050.00	1,050.00		1,050.00	1,500.00
Founders Park Supplies	-	-	-		-
Founders Pool Supplies	26,200.00	26,200.00		26,200.00	26,200.00
Program and Events	10,950.00	10,950.00		10,950.00	11,250.00
DSRP & Ranch House Supplies					
Rathgeber Supplies	1,504.00	1,504.00		1,504.00	1,504.00
S&R Supplies	400.00	400.00		400.00	400.00
Total Supplies	**59,704.00**	**59,704.00**		**59,704.00**	**67,854.00**
Program Staff					
Camp Staff	-	-			
Program Event Staff	16,840.00	16,840.00		6,840.00	3,000.00
Aquatics Staff	126,813.64	126,813.64		100,000.00	118,013.00
Total Staff Expense	**143,653.64**	**143,653.64**		**106,840.00**	**121,013.00**
Total Parks Expenditures	**989,300.64**	**989,300.64**		**1,104,761.98**	**529,380.00**
FOUNDERS DAY - GENERAL FUND					
Balance Forward	**63,778.56**	**63,778.56**		**63,778.56**	**68,247.85**
Revenue					
Craft booths/Business Booths	7,540.00	7,540.00		7,020.00	12,150.00
Facility Rentals	-	-		8,000.00	10,000.00
Food booths	1,500.00	1,500.00		1,612.50	1,612.50
BBQ cookers	5,115.00	5,115.00		6,650.00	6,650.00
Carnival	15,000.00	15,000.00		20,265.63	20,000.00
Parade	4,675.00	4,675.00		3,910.00	-
Sponsorship	100,000.00	100,000.00		121,700.00	120,000.00
Parking concession	500.00	500.00		500.00	-
Electric	3,000.00	3,000.00		3,300.00	3,300.00
Misc.					
TXF from General Fund					
Total	**201,108.56**	**201,108.56**		**236,736.69**	**241,960.35**
Expense					
Publicity	1,400.00	1,400.00		6,031.75	3,450.00
Porta-Potties	10,000.00	10,000.00		10,310.00	10,500.00
Security	38,000.00	38,000.00		43,493.55	46,837.00
Health, Safety & Lighting	17,500.00	17,500.00		18,965.00	20,861.50
Transportation	10,500.00	10,500.00		9,321.18	19,303.30
Barricades/Traffic Plan	21,500.00	21,500.00		17,005.00	12,650.00
Bands/Music/Sound	25,000.00	25,000.00		22,040.26	26,000.00
Clean Up	18,500.00	18,500.00		16,812.84	19,200.00
FD Event Supplies	1,000.00	1,000.00		3,817.78	5,000.00
Sponsorship	3,500.00	3,500.00		8,919.36	9,800.00
Parade	500.00	500.00		-	-
Tent, Tables & Chairs	7,000.00	7,000.00		11,631.00	15,000.00
Electricity	2,000.00	2,000.00		141.12	-
FD Electrical Setup	225.00	225.00		-	30,000.00
Contingencies					5,000.00
Total expenses	**156,625.00**	**156,625.00**		**168,488.84**	**223,601.80**
Balance Forward	**44,483.56**	**44,483.56**		**68,247.85**	**18,358.55**
CONSOLIDATED GENERAL FUND					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
Revenue					
City	14,724,508.98	15,463,778.12	-	16,571,110.20	16,991,697.00
Parks	170,785.00	170,785.00	-	174,367.90	176,663.75
Founders	201,108.56	201,108.56	-	236,736.69	241,960.35
Total	**15,096,402.54**	**15,835,671.68**	**-**	**16,982,214.79**	**17,410,321.10**
Expense					
City	13,561,681.40	14,360,950.54		13,536,419.64	15,347,747.19
Parks	989,300.64	989,300.64	-	1,104,761.98	529,380.00
Founders	156,625.00	156,625.00	-	168,488.84	223,601.80
Total Expense	**14,707,607.04**	**15,506,876.18**	**-**	**14,809,670.46**	**16,100,728.99**
Balance Forward	**388,795.50**	**328,795.50**	**-**	**2,172,544.33**	**1,309,592.10**
DRIPPING SPRINGS FARMERS MARKET					
Balance Forward	**28,193.38**	**28,193.38**		**10,658.96**	**9,529.42**
Revenue					
FM Sponsor	1,000.00	1,000.00		800.00	1,000.00
Grant Income	1,000.00	1,000.00		-	-
Booth Space	66,000.00	66,000.00		59,000.00	63,000.00
Applications	1,400.00	1,400.00		1,200.00	1,400.00
Membership Fee	2,200.00	2,200.00		1,900.00	-
Facility Fee	-	-		2,280.00	2,000.00
Interest Income	1,800.00	1,800.00		1,600.00	1,600.00
Market Event/Merch.	400.00	400.00		500.00	500.00
Transfer from General Fund	16,542.01	16,542.01		16,542.01	17,765.75
Total	**118,535.39**	**118,535.39**		**94,480.97**	**96,795.17**
Expense					
Advertising	4,700.00	4,700.00			3,000.00
Market Manager	60,468.30	60,468.30		63,227.54	62,381.68
Payroll Tax Expense	4,877.83	4,877.83		5,100.41	5,024.20
DSFM Benefits	7,057.78	7,057.78		7,379.83	8,089.52
Retirement	3,508.67	3,508.67		3,668.77	3,657.13
Entertainment& Activities	5,000.00	5,000.00		5,000.00	5,200.00
Dues Fees & Subscriptions	200.00	200.00		-	200.00
Training	100.00	100.00		185.00	200.00
Office Expense	200.00	200.00		-	100.00
Supplies Expense	-	-		-	500.00
Network & Phone	200.00	200.00		240.00	250.00
Cleaning & Maintenance	2,200.00	2,200.00		150.00	1,000.00
Other Expense	-	-			
Capital Fund	-	-			
Contingency Fund	500.00	500.00		-	500.00
Transfer to Reserve Fund	-	-		-	-
Total Expense	**89,012.58**	**89,012.58**		**84,951.55**	**90,102.53**
Balance Forward	**29,522.81**	**29,522.81**		**9,529.42**	**6,692.64**
PARKLAND DEDICATION FUND					
Balance Forward	**10,365.81**	**10,365.81**		**308,606.61**	**392,690.61**
Revenue					
Parkland Fees				84,084.00	-
Total Revenue	**10,365.81**	**10,365.81**		**392,690.61**	**392,690.61**
Expense					
Park Improvements	-	-		-	392,690.61
TXF to AG Facility					
Master Naturalists	-	-		-	
Total Expenses	**-**	**-**		**-**	**392,690.61**
Balance Forward	**10,365.81**	**10,365.81**		**392,690.61**	**-**
PARKLAND DEVELOPMENT FUND					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
Balance Forward				**84,858.00**	**116,610.00**
Revenue					
Parkland Development Fees				31,752.00	-
Total Revenue	**-**	**-**		**116,610.00**	**116,610.00**
Expense					
Transfer to Parks				-	116,610.00
Total Expenses	**-**	**-**		**-**	**116,610.00**
Balance Forward	**-**	**-**		**116,610.00**	**-**
AG FACILITY FUND					
Balance Forward	**-**	**-**		**109,300.00**	**-**
Revenue					
Ag Facility Fees	-	-		6,700.00	-
Total Revenues	**-**	**-**		**116,000.00**	**-**
Expense					
TXF to DSRP	-	-		116,000.00	-
Total Expense	**-**	**-**		**116,000.00**	**-**
Balance Forward	**-**	**-**		**-**	**-**
LANDSCAPING FUND					
Balance Forward	**509,067.00**	**509,067.00**		**509,067.00**	**478,767.00**
Revenue					
Tree Replacement Fees					
Total Revenues	**509,067.00**	**509,067.00**		**509,067.00**	**478,767.00**
Expense					
Sports and Rec Park					
DSRP					
FMP				3,000.00	
Charro					
Historic Districts					
Professional Services					
Tree Maintenance	25,000.00	25,000.00		25,000.00	
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		2,300.00	2,000.00
Total Expense	**27,300.00**	**27,300.00**		**30,300.00**	**2,000.00**
Balance Forward	**481,767.00**	**481,767.00**		**478,767.00**	**476,767.00**
SIDEWALK FUND					
Balance Forward	**29,828.96**	**29,828.96**		**29,828.96**	**828.96**
Revenue					
Fees	-	-		-	-
Total Revenues	**29,828.96**	**29,828.96**		**29,828.96**	**828.96**
Expense					
Expense	29,000.00	29,000.00		29,000.00	-
Total Expense	**29,000.00**	**29,000.00**		**29,000.00**	**-**
Balance Forward	**828.96**	**828.96**		**828.96**	**828.96**
DRIPPING SPRINGS RANCH PARK OPERATING FUND					
Balance Forward	**156,169.49**	**156,169.49**		**248,762.76**	**76,076.26**
Revenue					
Stall Rentals	40,000.00	40,000.00		35,000.00	35,500.00
RV/Camping Site Rentals	21,000.00	21,000.00		21,000.00	21,000.00
Facility Rentals	125,000.00	125,000.00		125,000.00	130,500.00
Equipment Rental	8,000.00	8,000.00		11,600.00	10,000.00
Sponsorships & Donations	52,275.00	52,275.00		6,000.00	51
Merchandise Sales	22,065.20	22,065.20		23,000.00	22

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
Riding Permits	8,000.00	8,000.00		9,560.00	10,000.00
Staff & Misc. Fees	4,000.00	4,000.00		4,000.00	4,700.00
Cleaning Fees	25,000.00	25,000.00		25,000.00	20,000.00
General Program and Events:					
- Riding Series	35,000.00	35,000.00		35,000.00	38,000.00
- Coyote Camp	137,100.00	137,100.00		152,607.00	140,000.00
- Misc. Events	12,000.00	12,000.00		48,824.00	12,000.00
- Programing	53,000.00	53,000.00		53,000.00	62,500.00
- Concert Series					
- Ice Rink	229,169.00	229,169.00		153,111.00	190,800.00
- Ice Rink Merchandise	500.00	500.00		1,390.00	2,000.00
Concessions				367.00	1,500.00
Other Income	500.00	500.00		1,826.00	500.00
Interest	4,500.00	4,500.00		6,000.00	4,500.00
TXF from Ag Facility	-	-		116,000.00	-
TXF from HOT	330,000.00	330,000.00		330,000.00	308,800.00
Total Revenue	**1,263,278.69**	**1,263,278.69**		**1,407,047.76**	**1,142,651.26**
Expense					
Advertising	15,000.00	15,000.00		8,000.00	15,000.00
Office Supplies	10,000.00	10,000.00		10,000.00	10,000.00
Postage					
DSRP On Call	-	-			
Programing Staff	154,246.48	154,246.48		154,246.48	138,246.48
Network and Communications	9,414.00	9,414.00		14,000.00	8,912.40
IT Equipment & Support	3,000.00	3,000.00		3,000.00	3,700.00
Co-Sponsored Events	7,900.00	7,900.00		7,900.00	7,900.00
Sponsorship Expenses	2,100.00	2,100.00		2,100.00	2,100.00
Supplies and Materials	-	-			
Uniforms	1,000.00	1,000.00		1,000.00	1,000.00
Ranch House Supplies	1,000.00	1,000.00		1,000.00	1,000.00
Dues, Fees and Subscriptions	5,127.50	5,127.50		5,127.50	5,000.00
Mileage	500.00	500.00		500.00	500.00
Equipment	5,000.00	5,000.00		5,000.00	33,578.37
House Equipment					
Equipment Rental	3,000.00	3,000.00		3,000.00	3,000.00
Equipment Maintenance	25,000.00	25,000.00		20,000.00	25,000.00
Portable Toilets	960.00	960.00		960.00	2,500.00
Electric	60,000.00	60,000.00		85,000.00	90,000.00
Water	7,000.00	7,000.00		19,000.00	15,000.00
Septic	750.00	750.00		750.00	750.00
Lift Station Maintenance	12,000.00	12,000.00		8,000.00	5,000.00
Propane/Natural Gas	2,500.00	2,500.00		5,500.00	2,500.00
On Call Phone					
Alarm	13,317.24	13,317.24		13,317.24	13,317.24
Stall Cleaning & Repair	4,000.00	4,000.00		3,500.00	4,000.00
Training and Education	-	-			
General Program and Events:					
- Riding Series	28,000.00	28,000.00		33,000.00	28,000.00
- Coyote Camp	12,000.00	12,000.00		12,000.00	16,000.00
- Misc. Events	700.00	700.00		55,000.00	1,500.00
- Programing	8,000.00	8,000.00		27,500.00	13,000.00
- Concert Series					
- Ice Rink	229,169.00	229,169.00		229,169.00	229,169.00
Other Expense	10,000.00	10,000.00		10,000.00	20,000.00
Improvements	320,000.00	320,000.00		320,000.00	13,000.00
Tree Planting					
Contingencies	30,000.00	30,000.00		30,000.00	50,000.00
Fleet Acquisition	-	-			
Fleet Maintenance	3,000.00	3,000.00		3,000.00	5,500.00
General Maintenance and Repair	149,040.00	149,040.00		149,040.00	146,272.00
Grounds and General Maintenance	21,690.00	21,690.00		21,690.00	

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
House Maintenance	5,000.00	5,000.00		5,000.00	10,000.00
HCLE	13,200.00	13,200.00		13,200.00	13,200.00
Merchandise	17,065.20	17,065.20		17,065.20	15,500.00
Sales Tax Remittance				2,500.00	1,565.20
RV/Parking Lot					
TXF to Vehicle Replacement Fund	31,906.08	31,906.08		31,906.08	19,469.00
Total Expenses	**1,221,585.50**	**1,221,585.50**		**1,330,971.50**	**970,179.69**
Balance Forward	**41,693.19**	**41,693.19**		**76,076.26**	**172,471.57**

HOTEL OCCUPANCY TAX FUND

Balance Forward	**626,259.95**	**826,259.95**		**826,259.95**	**457,313.25**
Revenues					
Hotel Occupancy Tax	900,000.00	900,000.00		1,000,000.00	900,000.00
Interest	7,200.00	7,200.00		22,000.00	10,000.00
Total	**1,533,459.95**	**1,733,459.95**	**-**	**1,848,259.95**	**1,367,313.25**
Expenses					
Advertising	300.00	300.00		300.00	3,496.00
Christmas Lighting Displays	27,290.00	27,290.00		23,564.70	27,290.00
City Sponsored Events					
Historic Districts Marketing					
Signage	90,200.00	90,200.00		90,200.00	121,200.00
Arts	-	-		-	
Lighting				-	
Dues and Fees	5,000.00	5,000.00		4,890.00	5,000.00
TXF to Debt Service	90,375.00	90,375.00		90,375.00	92,055.00
RV/ Parking Lot					
Software	5,000.00	5,000.00		5,775.00	9,000.00
TXF to General Fund	55,000.00	255,000.00		255,000.00	-
TXF to DSVB	550,000.00	550,000.00		550,000.00	400,000.00
TXF to Event Center	330,000.00	330,000.00		330,000.00	308,800.00
Grants	40,842.00	40,842.00		40,842.00	32,192.50
Total expenses	**1,194,007.00**	**1,394,007.00**	**-**	**1,390,946.70**	**999,033.50**
Balance Forward	**339,452.95**	**339,452.95**	**-**	**457,313.25**	**368,279.75**

VISITORS BUREAU

Balance Forward					
Revenue	**3,323.83**	**3,323.83**		**19,482.46**	**195,761.68**
Fees					
- Brewers Fest	1,000.00	1,000.00		-	-
- Wedding Showcase	9,000.00	9,000.00		-	9,000.00
Ticket Sales					
- Brewers Fest	17,000.00	17,000.00		16,820.00	-
- Dripping with Taste	-	-			-
- Songwriter's Festival	9,000.00	9,000.00		1,545.00	-
Merchandise					
- Brewers Fest	-	-		-	
- Songwriters Festival	4,000.00	4,000.00		17,553.23	5,000.00
- Eclipse	-	-		-	
Sponsorships & Donations					
- Songwriter's Festival	70,000.00	70,000.00		55,006.00	50,000.00
- Brewers Fest	1,000.00	1,000.00		1,500.00	-
- Stars in Dripping Springs	20,000.00	20,000.00		5,926.35	15,000.00
Grants					
TXF from HOT Fund	550,000.00	550,000.00		550,000.00	400,000.00
Other Revenues	9,000.00	9,000.00		1,496.14	
Interest	5,000.00	5,000.00		11,000.00	8,000.00
Total	**698,323.83**	**698,323.83**		**680,329.18**	**682,761.68**

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
Expense					
Personnel					
- Salaries	143,727.90	143,727.90		125,073.56	143,690.37
- Taxes	11,499.18	11,499.18		10,006.71	11,496.31
- Benefits	14,172.99	14,172.99		12,333.49	16,234.00
- TMRS	8,339.81	8,339.81		7,257.39	8,423.85
Dues, Fees and Subscriptions	3,065.00	3,065.00		6,000.00	4,014.00
Advertising & Marketing	66,742.00	66,742.00		67,774.59	111,500.00
Supplies	2,500.00	2,500.00		2,000.00	2,300.00
IT Equipment & Support					5,555.00
Software	21,960.00	21,960.00		18,000.00	21,621.00
Training & Education	8,800.00	8,800.00		8,800.00	6,000.00
Professional Services					
- Marketing Consultant	5,000.00	5,000.00		5,000.00	-
Utilities					
- Water					
- Electricity	1,000.00	1,000.00		1,000.00	1,000.00
- Phone/Network					
Website	10,000.00	10,000.00		10,000.00	12,000.00
Office Maintenance/Repairs	10,700.00	10,700.00		9,000.00	12,176.00
Office Improvements	-	-			29,000.00
Postage	500.00	500.00		300.00	500.00
Other	-	-			
Brewers Fest	17,675.00	17,675.00		17,992.15	-
Dripping with Taste	-	-			
Songwriter's Festival	100,000.00	100,000.00		86,121.27	115,300.00
Wedding Showcases	2,000.00	2,000.00		806.98	2,000.00
Stars in Dripping Springs	40,000.00	40,000.00		57,101.36	51,900.00
Transfer to Capital	40,000.00	40,000.00		40,000.00	50,000.00
Total expenses	**507,681.89**	**507,681.89**		**484,567.50**	**604,710.53**
Balance Forward	**190,641.94**	**190,641.94**		**195,761.68**	**78,051.15**
UTILITY FUND					
Balance Forward	**8,484,471.32**	**8,730,497.32**		**8,730,497.32**	**6,465,642.19**
Wastewater					
Revenue					
TXF from TWDB	-	-			
Wastewater Service	1,672,883.25	1,672,883.25		1,725,000.00	1,675,000.00
Late Fees/Rtn check fees	9,000.00	9,000.00		8,000.00	7,500.00
Portion of Sales Tax	-	-		-	-
Delayed Connection Fees	5,000.00	5,000.00		16,300.00	5,000.00
Line Extensions	-	-		-	-
Transfer fees	-	-		-	-
Overuse fees	-	-		-	-
FM 150 WWU Line Reimbursement	-	-		-	-
Interest	-	-		-	-
Other Income	-	-		-	-
Reuse Water Income	-	-		-	-
Developer Reimbursed Costs	-	-		-	-
TXF from General Fund	-	-		-	-
Total Revenues	**1,686,883.25**	**1,686,883.25**		**1,749,300.00**	**1,687,500.00**
Expense					
System Operations and Maintenance:					
- Routine Operations	95,700.00	95,700.00		95,700.00	95,700.00
- Non-Routine Operations	94,400.00	94,400.00		35,000.00	94,400.00
- System Maintenance & Repair	30,000.00	30,000.00		80,000.00	80,000.00
- Chlorinator Maintenance	4,500.00	4,500.00		-	-
- Chlorinator Alarm	1,500.00	1,500.00		-	-
- Odor Control	28,600.00	28,600.00		20,000.00	35,000.00
- Meter Calibrations	3,500.00	3,500.00		-	

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
- Lift Station Cleaning	35,000.00	35,000.00		-	-
- Jet Cleaning Collection lines	50,000.00	50,000.00		-	-
- Drip Field Lawn Maintenance	11,000.00	11,000.00		-	-
- Drip Field Maint & Repairs	30,000.00	30,000.00		41,000.00	51,000.00
- Drip Field Meter Box Replacement	-	-			-
- Lift Station repairs	35,000.00	35,000.00		-	-
- Autodialer Replacement	-	-			-
- Lift Station Preventative Maintenance	11,000.00	11,000.00		81,000.00	81,000.00
- WWTP Maintenance	70,000.00	70,000.00		72,572.00	70,000.00
- Chemicals	16,500.00	16,500.00		13,000.00	20,000.00
- Electricity	88,000.00	88,000.00		88,000.00	105,000.00
- Laboratory Testing	-	-			-
- Sludge Hauling	165,000.00	165,000.00		210,000.00	210,000.00
- Phone/Network	-	-			-
- Supplies	-	-			-
- Wastewater Flow Measurement	-	-			-
- Backwash Flow Meter & Check valve	-	-			-
- Generator Maintenance				-	20,000.00
- Arrowhead Plant Operations	-	-			-
- Big Sky Plant Operations	-	-			-
Arrowhead Operations and Maintenance:					
- Routine Operations	26,000.00	26,000.00		15,000.00	26,000.00
- Non-Routine Operations	24,000.00	24,000.00		15,000.00	24,000.00
- Chlorinator Maintenance	1,750.00	1,750.00		-	-
- Chlorinator Alarm	1,100.00	1,100.00		-	-
- Meter Calibrations	1,400.00	1,400.00		-	-
- Lift Station Cleaning	6,000.00	6,000.00		-	9,000.00
- Drip Field Lawn Maintenance	44,000.00	44,000.00		-	-
- Drip Field Maint & Repairs	8,000.00	8,000.00		25,000.00	50,000.00
- Lift Station repairs	3,000.00	3,000.00		-	5,000.00
- Lift Station Preventative Maintenance	2,000.00	2,000.00		8,000.00	3,000.00
- WWTP Repairs/Pump Repairs	17,000.00	17,000.00		12,000.00	17,000.00
- Chemicals	14,300.00	14,300.00		14,300.00	18,000.00
- Electricity	22,000.00	22,000.00		35,000.00	38,000.00
- Sludge Hauling	50,000.00	50,000.00		20,000.00	40,000.00
- Supplies					
- Equipment					
- Equipment Maintenance					
- Fleet Acquisition					
- Fleet Maintenance					
- Fuel					
- Capital Projects	-	-			
- Arrowhead Plant Lease(s)	286,560.00	286,560.00		286,560.00	286,560.00
Big Sky Operations and Maintenance:					
- Routine Operations	23,250.00	19,000.00	19,000.00	19,000.00	26,000.00
- Non-Routine Operations	21,450.00	17,000.00	17,000.00	20,000.00	21,450.00
- Chlorinator Maintenance	1,500.00	-	-	-	-
- Chlorinator Alarm	1,000.00	-	-	-	-
- Meter Calibrations	1,200.00	-	-	-	-
- Lift Station Cleaning	3,000.00	3,000.00		-	-
- Drip Field Maint & Repairs	7,500.00	7,500.00		7,500.00	7,500.00
- Lift Station repairs	2,500.00	2,500.00		-	-
- Lift Station Preventative Maintenance	1,000.00	1,000.00		-	-
- WWTP Repairs/Pump Repairs	5,000.00	5,000.00		5,000.00	15,000.00
- Chemicals	13,000.00	900.00	900.00	2,400.00	18,000.00
- Electricity	20,000.00	15,000.00	15,000.00	1,500.00	38,000.00
- Sludge Hauling	39,000.00	30,000.00	30,000.00	10,000.00	40,000.00
- Supplies	-	-			
Village Grove Operations and Maintenance:					
- Routine Operations	26,000.00	26,000.00		15,000.00	26,000.00
- Non-Routine Operations	24,000.00	24,000.00		15,000.00	24,000.00
- Chlorinator Maintenance	1,750.00	1,750.00		-	

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
- Chlorinator Alarm	1,100.00	1,100.00		-	-
- Meter Calibrations	1,400.00	1,400.00		-	-
- Lift Station Cleaning	6,000.00	6,000.00		-	9,000.00
- Drip Field Lawn Maintenance	44,000.00	44,000.00		-	-
- Drip Field Maint & Repairs	8,000.00	8,000.00		25,000.00	50,000.00
- Lift Station repairs	3,000.00	3,000.00		-	5,000.00
- Lift Station Preventative Maintenance	2,000.00	2,000.00		8,000.00	3,000.00
- WWTP Repairs/Pump Repairs	17,000.00	17,000.00		12,000.00	17,000.00
- Chemicals	14,300.00	14,300.00		14,300.00	18,000.00
- Electricity	22,000.00	22,000.00		35,000.00	38,000.00
- Sludge Hauling	50,000.00	50,000.00		20,000.00	40,000.00
Wildridge Operations and Maintenance:					
- Routine Operations	26,000.00	26,000.00		15,000.00	26,000.00
- Non-Routine Operations	24,000.00	24,000.00		15,000.00	24,000.00
- Chlorinator Maintenance	1,750.00	1,750.00		-	-
- Chlorinator Alarm	1,100.00	1,100.00		-	-
- Meter Calibrations	1,400.00	1,400.00		-	-
- Lift Station Cleaning	6,000.00	6,000.00		-	9,000.00
- Drip Field Lawn Maintenance	44,000.00	44,000.00		-	-
- Drip Field Maint & Repairs	8,000.00	8,000.00		25,000.00	50,000.00
- Lift Station repairs	3,000.00	3,000.00		-	5,000.00
- Lift Station Preventative Maintenance	2,000.00	2,000.00		8,000.00	3,000.00
- WWTP Repairs/Pump Repairs	17,000.00	17,000.00		12,000.00	17,000.00
- Chemicals	14,300.00	14,300.00		14,300.00	18,000.00
- Electricity	22,000.00	22,000.00		35,000.00	38,000.00
- Sludge Hauling	50,000.00	50,000.00		20,000.00	40,000.00
Water Reuse Operations					
- System Maintenance & Repair					20,000.00
- Routine Operations					10,000.00
- Non-Routine Operations					10,000.00
- Irrigation					10,000.00
Transfer to Vehicle Replacement Fund	50,545.02	50,545.02		50,545.02	51,908.00
Total Expense	**1,907,855.02**	**1,869,355.02**		**1,571,677.02**	**2,106,518.00**
DEVELOPMENT/CAPITAL					
Revenues					
Developer Reimbursed Costs	567,500.00	567,500.00		195,500.00	370,000.00
Portion of Sales Tax	900,000.00	900,000.00		900,000.00	900,000.00
Overuse fees	221,841.43	221,841.43		79,077.63	200,000.00
Line Extension Fees	-	-			
Reuse Fees	-	-			
FM 150 WWU Line Reimbursement	40,000.00	40,000.00			-
Other Income	40,000.00	40,000.00		40,000.00	40,000.00
PEC	130,000.00	130,000.00		173,634.00	140,000.00
ROW Fees	3,500.00	3,500.00		3,500.00	3,500.00
Cable	130,000.00	130,000.00		126,048.00	130,000.00
TX Gas Franchise Fees	4,250.00	4,250.00		6,216.00	6,000.00
Interest	180,000.00	180,000.00		215,000.00	215,000.00
Total Revenue	**2,217,091.43**	**2,217,091.43**		**1,738,975.63**	**2,004,500.00**
Expense					
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00		40,000.00	5,000.00
- Misc. Planning/Consulting 1431-001	67,500.00	67,500.00		35,000.00	50,000.00
- Planning & Permitting	-	100,000.00		2,000.00	4,000.00
- 2nd Amendment CIP 1881-001	60,000.00	60,000.00		-	-
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		3,000.00	5,000.00
- Water Planning 1982-001	5,000.00	5,000.00		2,000.00	4,000.00
- FM 150 WWU Line 1989-001	40,000.00	40,000.00		1,000.00	12,000.00
- Parallel West Interceptor Design& Cost	-	-			
- Caliterra Plan Review & construction Phase Services 19	15,000.00	15,000.00		35,000.00	12,500.00
- TLAP Renewal application 1732-001					
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00	10,000.00		2,000.00	2

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
- Heritage PID PR & Cons. Phase Services - 1734-001	60,000.00	60,000.00		10,000.00	30,000.00
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00		15,000.00	50,000.00
- Cannon Tract - 1842-001	5,000.00	5,000.00			
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00		7,500.00	25,000.00
- Big Sky PR & Const Phase Services - 1913-001	20,000.00	20,000.00		15,000.00	2,500.00
- Driftwood Creek PR & Const Phase Services - 1917-00	35,000.00	35,000.00		7,500.00	25,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001					
- Cynosure-Wild Ridge - 2009-001	25,000.00	25,000.00		20,000.00	20,000.00
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00		2,000.00	5,000.00
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00		5,000.00	10,000.00
- AHC Apartments - PDD 11					1,000.00
- Arrowhead WWTP & Drip System Install Design					5,000.00
- Heritage/Cannon Lift Station					25,000.00
- Cannon Ranch Gateway Village Plan Review & CPS - (	60,000.00	60,000.00			27,500.00
- Effluent HP 1952-001 - Engineering	60,000.00	60,000.00		30,000.00	
- Effluent Holding Pond - Construction					50,000.00
- HRTreated Effluent Fill Station	200,000.00	130,000.00		130,000.00	-
- Parallel West Interceptor	-	-			
- Arrowhead Drain Field	1,800,000.00	1,800,000.00		1,800,000.00	-
- WWTP Water Supply	50,000.00	-		-	-
- WWTP Road Repair	50,000.00	-		-	-
- Arrowhead Capital Projects	500,000.00	500,000.00		500,000.00	-
-Caliterra Reimbursement: Spray Fields	-	353,000.00		353,000.00	-
- South Collector	-	-		45,000.00	
- Water Reuse	-	-		-	240,000.00
- Arrowhead Liftstation Upgrades	-	-		-	150,000.00
- Big Sky Maintenance Building	-	-		-	-
- Flow Control: Driftwood Golf Course	-	-		-	150,000.00
- GIS Implementation	-	-		-	100,000.00
- Asset Management	-	-		-	150,000.00
- Transfer to Debt Service	-	-		-	2,268,210.50
Total Expense	**3,347,500.00**	**3,645,500.00**		**3,060,000.00**	**3,428,710.50**
TWDB PROJECT					
Revenues					
TXF from TWDB	21,005,000.00	21,005,000.00		445,000.00	1,915,000.00
Total Revenue	**21,005,000.00**	**21,005,000.00**		**445,000.00**	**1,915,000.00**
Expense					
TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00		130,000.00	210,000.00
- East Interceptor 1951-001	200,000.00	200,000.00		45,000.00	185,000.00
- Reclaimed Water Facility 1953-001	25,000.00	25,000.00		35,000.00	200,000.00
- WWTP Design Assistance					
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		60,000.00	30,000.00
Miscellaneous:					
- Consultants and Legal	100,000.00	100,000.00		195,000.00	1,325,000.00
TWDB Capital Projects:					
- West Interceptor	3,000,000.00	3,000,000.00		-	-
- South Collector, LS and FM and TE Line	3,500,000.00	3,500,000.00		-	-
- East Interceptor	-	-		-	-
- WWTP	14,000,000.00	14,000,000.00		-	-
Total Expense	**21,005,000.00**	**21,005,000.00**		**465,000.00**	**1,950,000.00**
WATER					
Revenue					
Fees:					
- Tap Fees	-	-			
- Impact Fees	-	-			
- Meter Set Fees	3,000.00	3,000.00		3,800.00	3

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY [illegible] Proposed
- Disconnect Fees	-	-		-	
- Equipment Fees	8,000.00	8,000.00		21,765.00	10,000.00
- Inspection Fees	1,000.00	1,000.00		3,476.00	2,500.00
Rates:					
- Base Rate	40,000.00	40,000.00		125,000.00	125,000.00
- Usage	200,000.00	200,000.00		300,000.00	275,000.00
- Penalties					
Other Revenues	6,000.00	6,000.00		-	6,000.00
TXF from Wastewater Fund					
Total Revenue	**258,000.00**	**258,000.00**		**454,041.00**	**421,500.00**
Expense					
Administrative and General Expense:					
- Regulatory Expense	-	-			
- Planning and Permitting	-	-			
System Operations and Maintenance:					
- Routine Operations	27,500.00	27,500.00		27,500.00	35,000.00
- Non Routine Operations	15,000.00	15,000.00		15,000.00	20,000.00
- System Maintenance & Repair	25,000.00	25,000.00		5,000.00	27,500.00
- Laboratory Testing	-	-			
- Supplies	-	-			
- Water Meters	60,000.00	60,000.00		60,000.00	100,000.00
Operating and Maintenance					
Wholesale Water Purchse - WTCPUA					675,000.00
Total Expense	**127,500.00**	**127,500.00**		**107,500.00**	**182,500.00**
ADMINISTRATION					
Revenues					
PEC	-	-			-
ROW Fees	-	-			-
Cable	-	-			-
TX Gas Franchise Fees	-	-			-
Interest	-	-			-
TXF from General Fund	-	-			-
Total Revenue	**-**	**-**		**-**	**-**
Expense					
Administrative and General Expense:					
- Administrative/Billing Expense	66,000.00	66,000.00		38,200.00	-
- Legal Fees	55,000.00	55,000.00		55,000.00	55,000.00
- Auditing	10,000.00	10,000.00		10,000.00	10,000.00
- Software	7,000.00	7,000.00		25,000.00	15,000.00
- IT Equipment & Support	5,000.00	5,000.00		5,000.00	7,000.00
Systems Operations and Maintenance:					
- Phone/Network	18,000.00	18,000.00		12,500.00	
- Equipment	320,000.00	320,000.00		270,000.00	570,000.00
- Equipment Maintenance	11,000.00	11,000.00		5,000.00	15,000.00
- Fleet Acquisition	50,000.00	50,000.00		42,317.00	80,000.00
- Fleet Maintenance	14,000.00	14,000.00		6,000.00	16,000.00
- Fuel	22,000.00	22,000.00		22,000.00	25,000.00
- Laboratory Testing	45,000.00	45,000.00		45,000.00	80,000.00
- SCADA	50,000.00	59,450.00		59,450.00	20,000.00
Supplies	59,500.00	59,500.00		25,000.00	60,000.00
Other Expense					
Public Relations	-	-			
Postage	-	-		15,000.00	30,000.00
Uniforms	11,000.00	11,000.00		5,000.00	15,000.00
Training	20,000.00	20,000.00		10,000.00	25,000.00
Dispatch	3,000.00	3,000.00		-	-
Salaries	711,493.20	711,493.20		598,368.06	788,419.53
Overtime	48,672.00	48,672.00		35,000.00	48,672.00
Taxes	53,169.15	53,169.15		44,715.43	63

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
Benefits	70,133.37	70,133.37		58,982.39	97,189.89
Retirement	40,977.10	40,977.10		34,461.87	46,221.10
On Call	26,000.00	26,000.00		26,000.00	26,000.00
Transfer to General Fund					271,199.17
Total Expense	**1,716,944.82**	**1,726,394.82**	**-**	**1,447,994.74**	**2,364,039.78**
CONSOLIDATED UTILITY FUND					
Revenue					
Balance Forward	8,484,471.32	8,730,497.32		8,730,497.32	6,465,642.19
Development/Capital	2,217,091.43	2,217,091.43		1,738,975.63	2,004,500.00
TWDB Project	21,005,000.00	21,005,000.00		445,000.00	1,915,000.00
Wastewater	1,686,883.25	1,686,883.25		1,749,300.00	1,687,500.00
Water	258,000.00	258,000.00		454,041.00	421,500.00
Operations	-	-		-	-
Total	**33,651,446.00**	**33,897,472.00**		**13,117,813.95**	**12,494,142.19**
Expense					
Development/Capital	3,347,500.00	3,645,500.00		3,060,000.00	3,428,710.50
TWDB Project	21,005,000.00	21,005,000.00		465,000.00	1,950,000.00
Wastewater	1,907,855.02	1,869,355.02		1,571,677.02	2,106,518.00
Water	127,500.00	127,500.00		107,500.00	182,500.00
Operations	1,716,944.82	1,726,394.82		1,447,994.74	2,364,039.78
Total Expense	**28,104,799.84**	**28,373,749.84**		**6,652,171.76**	**10,031,768.28**
Balance Forward	**5,546,646.16**	**5,523,722.16**		**6,465,642.19**	**2,462,373.90**
TWDB FUND					
Balance Forward	**906.24**	**906.24**		**906.24**	**931.24**
Revenues	21,005,000.00	21,005,000.00		445,000.00	1,915,000.00
Interest	20.00	20.00		25.00	25.00
Total revenue	**21,005,926.24**	**21,005,926.24**		**445,931.24**	**1,915,956.24**
Expenses					
Escrow Fees					
Expenses	21,005,000.00	21,005,000.00		445,000.00	1,915,000.00
Total Expenses	**21,005,000.00**	**21,005,000.00**		**445,000.00**	**1,915,000.00**
Balance Forward	**926.24**	**926.24**		**931.24**	**956.24**
IMPACT FUND					
Bal Forward	**852,770.61**	**852,770.61**		**1,968,660.78**	**1,245,927.18**
Revenue					
Impact Fees				1,117,960.00	758,000.00
Impact Fee Deposits					
Interest Income	45,000.00	45,000.00		25,000.00	20,000.00
Total	**897,770.61**	**897,770.61**		**3,111,620.78**	**2,023,927.18**
Expense					
TXF to Debt Service 2015	670,405.60	670,405.60		670,405.60	-
TXF to Debt Service 2019					
TXF to Debt Service 2022				1,195,288.00	
Total expense	**670,405.60**	**670,405.60**		**1,865,693.60**	**-**
Total Bal Forward	**227,365.01**	**227,365.01**		**1,245,927.18**	**2,023,927.18**
DEBT SERVICE FUND 2015					
Bal Forward	**860,634.56**	**860,634.56**		**862,119.41**	**867,624.25**
Revenue					
TXF from Impact Fund	670,405.60	670,405.60		670,405.60	-
Interest	20,000.00	20,000.00		20,000.00	19,000.00
Total Revenue	**1,551,040.16**	**1,551,040.16**		**1,552,525.01**	**886,624.25**
Expenses					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
Debt Payment 2015	684,900.76	684,900.76		684,900.76	670,405.60
Total Expense	**684,900.76**	**684,900.76**		**684,900.76**	**670,405.60**
Balance Forward	**866,139.40**	**866,139.40**		**867,624.25**	**216,218.65**
DEBT SERVICE FUND 2013					
Bal Forward	**125,421.54**	**125,421.54**		**102,532.89**	**107,420.39**
Revenue					
TXF from HOT	90,375.00	90,375.00		90,375.00	92,055.00
Interest	20,000.00	20,000.00		3,000.00	3,000.00
Total	**235,796.54**	**235,796.54**		**195,907.89**	**202,475.39**
Expense					
Tax Series 2013	88,487.50	88,487.50		88,487.50	90,375.00
Total Expenses	**88,487.50**	**88,487.50**		**88,487.50**	**90,375.00**
Balance Forward	**147,309.04**	**147,309.04**		**107,420.39**	**112,100.39**
DEBT SERVICE FUND 2019					
Bal Forward	**1,103,641.63**	**1,103,641.63**		**1,122,650.72**	**102,117.72**
Revenue					
TXF from Impact Fees					1,073,553.00
Interest	20,000.00	20,000.00		23,000.00	20,000.00
Total	**1,123,641.63**	**1,123,641.63**		**1,145,650.72**	**1,195,670.72**
Expense					
Tax Series 2019	1,043,533.00	1,043,533.00		1,043,533.00	1,073,553.00
Total Expenses	**1,043,533.00**	**1,043,533.00**		**1,043,533.00**	**1,073,553.00**
Balance Forward	**80,108.63**	**80,108.63**		**102,117.72**	**122,117.72**
DEBT SERVICE FUND 2022					
Bal Forward	**1,195,168.50**	**1,195,168.50**		**158,388.14**	**186,908.14**
Revenue					
TXF from Impact Fees				1,195,288.50	1,194,657.50
Interest				25,000.00	15,000.00
Total	**1,195,168.50**	**1,195,168.50**		**1,378,676.64**	**1,396,565.64**
Expense					
Tax Series 2022	1,191,768.50	1,191,768.50		1,191,768.50	1,191,177.50
Total Expenses	**1,191,768.50**	**1,191,768.50**		**1,191,768.50**	**1,191,177.50**
Balance Forward	**3,400.00**	**3,400.00**		**186,908.14**	**205,388.14**
DEBT SERVICE FUND 2025					
Bal Forward	**-**	**-**		**-**	**14,146,913.86**
Revenue					
TXF from Bomd Proceeds	-	-		14,021,913.86	-
Interest				125,000.00	-
Total	**-**	**-**		**14,146,913.86**	**14,146,913.86**
Expense					
- Old Fothugh Road	-	-			
- Stephenson Bldg & Parking	-	-			
- Maintenacne Facility	-	-			
- Street Improvements	-	-			690,948.00
- Transportation Improvements	-	-			
- Other	-	-			
Total Expenses	**-**	**-**		**-**	**-**
Balance Forward	**-**	**-**		**14,146,913.86**	**14,146,913.86**
PEG FUND					

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY [illegible] Proposed
Balance Forward	**154,185.10**	**154,185.10**		**154,377.80**	**188,577.80**
Revenues					
TWC	30,000.00	30,000.00		30,000.00	30,000.00
Interest Income	4,000.00	4,000.00		4,200.00	4,000.00
Total Revenues	**188,185.10**	**188,185.10**		**188,577.80**	**222,577.80**
Expense				-	-
TXF to Event Center	-	-		-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**188,185.10**	**188,185.10**		**188,577.80**	**222,577.80**
RESERVE FUND					
Balance Forward	**2,744,859.25**	**2,744,859.25**		**2,946,163.00**	**3,536,163.00**
Revenue					
TXF from General Fund	300,000.00	300,000.00		500,000.00	500,000.00
Interest	75,000.00	75,000.00		90,000.00	75,000.00
Total	**3,119,859.25**	**3,119,859.25**		**3,536,163.00**	**4,111,163.00**
Expense					
Expense	-	-		-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**3,119,859.25**	**3,119,859.25**		**3,536,163.00**	**4,111,163.00**
TIRZ 1					
Balance Forward	**121,804.14**	**177,204.14**		**177,204.14**	**275,826.60**
Revenues					
City AV	219,023.80	219,023.80		221,002.01	352,304.87
County AV	346,013.11	346,013.11		372,226.77	372,226.77
City for GAP Escrow					
Interest Income	20,000.00	20,000.00		30,000.00	20,000.00
EPS Reimbursements					
Total Revenue	**706,841.05**	**762,241.05**	**-**	**800,432.92**	**1,020,358.24**
Expense					
TIRZ Expense					
Project Management/Misc. Costs	16,000.00	16,000.00		16,000.00	21,000.00
Project Administration P3 Works	8,000.00	8,000.00		8,000.00	8,000.00
Legal Fees					
Projects:					
- Town Center					45,000.00
- Old Fithugh Road					130,869.75
- Downtown Parking					15,000.00
- Stephenson Building					19,375.00
- Downtown Master Plan (Road/Sidewalk/Drainage)					90,125.00
- Library					250,000.00
- Creek Road					45,000.00
EPS					
MAS	-	-			
HDR	52,500.00	52,500.00		52,500.00	
TJKM - Grant Writing					
Buie - PR					
Misc. Consulting	155,000.00	155,000.00		124,885.16	15,000.00
Creation Cost Reimbursements					
TXF to GAP Escrow					
TXF to General Fund		50,000.00		50,000.00	
Series 2025 TIRZ I Allocation	-	-		273,221.16	272,491.21
Stakeholder Reimbursement	-	-			
Total Expense	**231,500.00**	**281,500.00**	**-**	**524,606.32**	**911,860.96**
Balance Forward	**475,341.05**	**480,741.05**	**-**	**275,826.60**	**108**

	FY 2025 Adopted	FY 2025 Amended	Change	FY 2025 Projected	FY Proposed
TIRZ 2					
Balance Forward	**1,979,387.49**	**2,068,387.49**		**2,068,387.49**	**2,846,227.78**
Revenue					
Interest Income	30,000.00	30,000.00		40,000.00	30,000.00
City AV	356,542.34	356,542.34		365,006.60	353,280.23
County AV	596,658.45	596,658.45		712,108.00	712,108.00
Total Revenue	**2,962,588.28**	**3,051,588.28**	**-**	**3,185,502.09**	**3,941,616.01**
Expense					
Project Management/Misc. Costs	16,000.00	16,000.00		16,000.00	21,000.00
Project Administration P3 Works	8,000.00	8,000.00		8,000.00	8,000.00
Legal					
Projects:					
- Town Center					15,000.00
- Old Fithugh Road					43,623.25
- Downtown Parking					5,000.00
- Stephenson Building					19,375.00
- Downtown Master Plan (Road/Sidewalk/Drainage)					90,125.00
- Library					250,000.00
- Creek Road					45,000.00
MAS					
HDR	17,500.00	17,500.00		17,500.00	
Misc. Consulting	95,000.00	95,000.00		95,000.00	15,000.00
Creation Cost Reimbursements	.	.			
TXF to General Fund		50,000.00		50,000.00	
Series 2025 TIRZ II Allocation	-	-		152,774.31	152,366.15
Stakeholder Reimbursement	-	-			
Total Expense	**136,500.00**	**186,500.00**	**-**	**339,274.31**	**664,489.40**
Balance Forward	**2,826,088.28**	**2,865,088.28**	**-**	**2,846,227.78**	**3,277,126.61**
VEHICLE REPLACEMENT FUND					
Balance Forward	**317,116.00**	**317,116.00**		**317,116.00**	**514,650.65**
Revenue					
TXF from General Fund	115,083.55	115,083.55		115,083.55	162,679.00
TXF from DSRP	31,906.08	31,906.08		31,906.08	19,469.00
TXF from WWU	50,545.02	50,545.02		50,545.02	51,908.00
Total Revenue	**514,650.65**	**514,650.65**		**514,650.65**	**748,706.65**
Expense					
Vehicle Replacement				-	-
Total Expense	**-**	**-**		**-**	**-**
Balance Forward	**514,650.65**	**514,650.65**		**514,650.65**	**748,706.65**

FY 2026 Proposed Budget Amendments - General Fund

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 08.05.25 Draft*	*Adjusted Figure included in 08.19.25 Draft*		*Information on what was changed, and how.*
				Revenues		
100	100-000-40000	AD Valorem	$ 3,904,222.26	$ 4,934,684.49	$ 1,030,462.23	Increase due to proposed tax rate
100	100-000-40006	AV P&I (FY25)	$ 10,683.60	$ 13,531.83	$ 2,848.23	Increase due to actual receivables
100	100-200-43030	- Subdivision (FY25)	$ 500,000.00	$ 516,000.00	$ 16,000.00	Increase due to actual receivables
100	100-200-43000	- Site Dev (FY25)	$ 55,000.00	$ 63,000.00	$ 8,000.00	Increase due to actual receivables
100	100-200-43002	- Zoning/Signs/Ord (FY25)	$ 65,000.00	$ 67,000.00	$ 2,000.00	Increase due to actual receivables
100					$ -	
100					$ -	
100					$ -	
100					$ -	
			$ 4,534,905.86	**$ 5,594,216.32**	**$ 1,059,310.46**	
				Expenditures		
100	100-304-64006	Fleet Acquisition (FY25)	$ 44,763.69	$ 48,000.00	$ 3,236.31	This line item was originaly at $50k, but was reduced based on purchase price. The increase in the end of year projectionm is due to additional purchases for the vehicles (tool box, tools, etc.)
100	100-102-69003	- Records Management (FY25)	$ 2,250.00	$ 3,000.00	$ 750.00	This projection has been increased based on YTD expenditures and what is anticipated by the end of the fiscal year.
100	100-201-62004	- Bldg. Inspector (FY25)	$ 1,100,000.00	$ 1,000,000.00	$ (100,000.00)	This projection is being lowered based on YTD expenditures and what is anticipated by the end of the fiscal year.
100	100-102-64032	Meeting Supplies	$ 8,600.00	$ 9,000.00	$ 400.00	This projection is being lowered based on YTD expenditures.
					$ -	
			$ 1,155,613.69	**$ 1,060,000.00**	**$ (95,613.69)**	

Total Savings **$ 1,154,924.15**

FY 2026 Proposed Budget Amendments - DSRP

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 08.05.25 Draft*	*Adjusted Figure included in 08.19.25 Draft*		*Information on what was changed, and how.*

Expenditures

200	200-401-64030	- Programing	$ 25,000.00	$ 27,500.00	$ 2,500.00	This projection has been increased based on YTD expenditures and what is anticipated by the end of the fiscal year.
			$ 25,000.00	**$ 27,500.00**	**$ 2,500.00**	

Total Savings **$ (2,500.00)**

FY 2026 Proposed Budget Amendments - Hotel Occupancy Tax

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	*XXX-XXX-XXXXX*	*Description*	*Included in 08.05.25 Draft*	*Adjusted Figure included in 08.19.25 Draft*		*Information on what was changed, and how.*
				Expenditures		
300	300-000-64002	Software	$ 5,000.00	$ 5,775.00	$ 775.00	This projection is being increased based on YTD expenditures. This is an annual cost for the RentalScape Software used to manage Short Term Rentals.
			$ 5,000.00	**$ 5,775.00**	**$ 775.00**	
		Total Savings			**$ (775.00)**	

FY 2026 Supplemental Requests

Dept.	GL Account #	GL Account Name	Description	Amount	Notes	Priority
Parks	100-400-71004	All Parks Improvements	DSRP Path to Pond	$ 73,500.00	$70,000 Move to 2026 per Mayor	
			DSRP Path from RV's to Playground	$ 147,000.00	$140,000 Move to 2026	
			Restroom Improvements	$ 225,000.00	Founders & SRP	
			DSRP Trail Wayfinding Signage	$ 185,000.00	Bid Services, Construction Docs & Construction	
	100-402-71005	Pool Improvements	Natural Gas Line Installation	$ 50,000.00	$50,000 Move to 2026	
	100-400-71005	Founders Improvements	Trail Extension	$ 3,000.00	Relocate Parking Lot Crossing	
	100-400-71006	SRP Improvements	Phase I Lighting	$ 400,000.00	Baseball Field	
			Irrigation - Front Beds	$ 15,000.00	Landscape Eligible	
			Replace/Remove Athletic Field Fencing	$ 35,000.00		
	100-400-71010	Rathgeber Improvement	Phase I - RGNRP	$ 695,150.00	Schematic Design, Survey & Geo, Const. Docs, Perm.	
	100-400-71012	Skatepark Improvement	Landscaping	$ 25,000.00	Lights? Lights are not landscaping.	
	100-106-64002	Software	Monday	$ 5,000.00		
			CivicRec Document Managemewnt	$ 3,750.00		
			Power DMS	$ 1,500.00		
	100-400-64023	Equipment	Tractor	$ 40,000.00		
			Skid Steer	$ 71,000.00		
			Mower	$ 14,000.00		
			Trailer	$ 15,000.00		
				$ 2,003,900.00		

FY 2026 Supplemental Requests

Dept.	GL Account #	GL Account Name	Description	Amount	Notes	Priority
Maintenance	100-304-64006	Fleet Acquisition	Maintenance Vehicle	$ 85,000.00	1 Ton for for transporting large equipment, responding to work order, and performing daily maintenance tasks	
			Building Vehicles	$ 110,000.00	2, 1/2 Ton to be Used as a Bulding Department Vehicle for Inspections and Code Enforcement	
	100-106-64001	IT Equip. & Support	2 Laptop	$ 3,400.00	For New position requests	
			2 Workstations	$ 1,400.00	For New position requests	
			2 Tablet	$ 2,360.00	For New position requests	
	100-106-65000		2 Cellphone	$ 1,000.00	For New position requests	
	100-106-64002		Construction Software	$ 15,000.00		
	100-304-63002	Fleet Maintenance	Fuel	$ 12,000.00	Additional Fuel Costs for added vehicles	
	100-304-64009	Maintenance Equipment	Crack Sealer Machine	$ 85,000.00		
			Equipment Trailer	$ 18,000.00		
	100-200-62002	Engineering		$ 40,000.00	Engineering/Consultant Aide for Grant Applications	
		Maintenance Facility	Contents, not build out from debt	$ 100,000.00	Instalation of maintenacne bays with vehicle lift, tool benches, welders, shop tools, and fleet maintenance tools	
	100-000-60000	Salaries	Fleet Mechanic	$ 65,000.00		
			City Project Manager	$ 75,000.00		
			Maintenance Opperations Manager	$ -		
			City Arborist/ Landscape Specialist	$ -		
				$ 613,160.00		
IT	100-016-64001	IT Equipmenr & Support	Stephenson AV	$ 100,000.00		
			Stephenson Network	$ 20,000.00		
			Mercer Restroom Network	$ 20,000.00		
			City Hall Smart Board	$ 6,600.00		
			City Hall Halway Door Frames	$ 8,000.00		
			Conference Room TV	$ 3,800.00		
			Council Acoustinc Treratment	$ 20,000.00		
	100-304-63000	Office Maint. & Repairs	IT Office Window	$ 5,000.00		
				$ 183,400.00		

FY 2026 Supplemental Requests

Dept.	GL Account #	GL Account Name	Description	Amount	Notes	Priority
Boards & Commissions	100-000-63005	Training & Educations	Historic Preservation Program Manual I	$ 24,050.00		
				$ 24,050.00		
Building	100-106-64001	IT Equipment & Support	Conference Room TV	$ 800.00		
				$ 800.00		
Planning	100-106-64001	IT Equipment & Support	GIS Analyst - Laptop	$ 1,700.00	For proposed new position	
			Docking Station	$ 700.00	For proposed new position	
			Ring Central	$ 264.00	For proposed new position	
			Office 365	$ 273.00	For proposed new position	
			Adobe Pro	$ 325.00	For proposed new position	
				$ 3,262.00		
Commmunications	100-106-64001	IT Equipment & Support	Graphic Designer - Laptop	$ 1,700.00	For proposed new position	
			Docking Station	$ 700.00	For proposed new position	
	100-106-65000	Network & Phone	Ring Central	$ 264.00	For proposed new position	
	100-106-64002	Software	Office 365	$ 273.00	For proposed new position	
			Adobe Pro	$ 325.00	For proposed new position	
			Creative Cloud	$ 1,176.00	For proposed new position	
				$ 4,438.00		

FY 2026 Supplemental Requests

Dept.	GL Account #	GL Account Name	Description	Amount	Notes	Priority
Emergency Management	100-106-64007	IT Equipment & Support	1 Laptop	$ 1,700.00	For proposed new position	
			Workstation	$ 700.00	For proposed new position	
			keyboard,mouse, headset	$ 100.00	For proposed new position	
	100-106-65000	Network & Phone	Ring Central	$ 264.00	For proposed new position	
	100-106-64002	Software	Office 365	$ 273.00	For proposed new position	
			Adobe Pro	$ 325.00	For proposed new position	
	100-500-68000	Emergency Management Equipment	Archer Barrier	$ 85,000.00		
			Archer Barrier	$ 52,110.00		
			Crowd Control Barrier	$ 15,000.00		
			Flock Security Cameras	$ 8,000.00		
				$ 163,472.00		
DSRP	200-401-71008	Improvements	Roof Sealing	$ 600,000.00		
			Replace Exterior Facility Lights	$ 27,250.00		
			Daikin Repairs	$ 98,000.00		
				$ 725,250.00		
FINANCE		IT Equip	Deputy Finance Director	$ 2,400.00	For proposed new position	
	100-106-64001	Software	Deputy Finance Director	$ 601.00	For proposed new position	
	100-106-64002	Phone/Network	Deputy Finance Director	$ 264.00	For proposed new position	
	100-106-65000					
				$ 3,265.00		

Board of Adjustment Special Meeting / City Council Regular Meeting

Dripping Springs City Hall

511 Mercer Street – Dripping Springs, Texas

Tuesday, July 15, 2025, at 6:00 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

Mayor Foulds called the meeting to order at 6:04 p.m.

Board of Adjustment Members Present
Chair Bill Foulds, Jr.
Board Member Wade King
Board Member Geoffrey Tahuahua
Board Member Travis Crow
Board Member Sherrie Parks
Alternate Charles Busbey

Board of Adjustment Members Absent
Vice Chair Taline Manassian

Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
Deputy City Attorney Aniz Alani
Planning Director Tory Carpenter
City Secretary Diana Boone
Senior Planner Sara Varvarigos
Transportation Engineer Leslie Pollack
Project Manager Keenan Smith
People & Communications Director Lisa Sullivan
Parks & Community Services Director Andy Binz

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Tahuahua.

BOARD OF ADJUSTMENT SPECIAL MEETING

1. **Public hearing, discussion, and consideration of approval of VAR2025-002: a variance request to allow a commercial building associated with the Dripping Springs Sports Club to be larger than the 100,000 square feet limit in the Planned Development District No.**

6 zoning district for a property located at the northwest intersection of Canyonwood Drive and US 290. *Applicant: Drew Rose, DSSC Equity, LLC*

a. Applicant Presentation

Applicant Drew Rose presented and remained in the audience to answer questions.

b. Staff Report

Planning Director Tory Carpenter presented and recommended to postpone action to date certain to allow applicant to provide additional information related to the Traffic Impact Analysis.

c. Public Hearing

Hui-Yin Gli spoke in opposition of the variance request.

Mark Bennett spoke in opposition of the variance request.

Randy Foster spoke in opposition of the variance request.

Theodore Crawford spoke suggesting sound deadening materials be used around the outdoor multi-use courts.

Clint Newman spoke in opposition of the variance request.

d. Variance

A motion was made by Council Member Crow and seconded by Council Member Parks, to postpone Variance 2025-002 for the commercial building associated with the Dripping Springs Sports Club to date certain, September 2, 2025. The motion to postpone carried unanimously 5 to 0.

CITY COUNCIL MEETING

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

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is

being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

Jay Howard with Texas Disposal Systems gave an update concerning the transition of solid waste services.

Arvind Amin spoke and suggested a regulation policy for short-term rentals.

Theodore Crawford spoke regarding a resident poll conducted in connection with the gate at Headwaters and Sunset Canyon neighborhoods.

BUDGET WORKSHOP

2. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2026.** *Deputy City Administrator, Shawn Cox*

   Budget item was presented by Deputy City Administrator Shawn Cox. No action was taken.

CONSENT AGENDA

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

3. **Approval of the June 17, 2025 City Council meeting minutes.**

4. **Approval of the re-appointment of Barney Austin and Lara Dudek to the Utility Commission for term ending June 30, 2027, and the re-appointment of Charlie Busbey as Chair for a one (1) year term.**

5. **Approval of the appointment of Taylor Houston to the Parks & Recreation Commission and the re-appointment of Paul Fushille and Kristy Caldwell for terms ending June 30, 2027, and the re-appointment of Paul Fushille as chair for a one (1) year term.**

6. **Approval of the appointment of Jamie Fuller to the Emergency Management Committee as a representative of the Chamber of Commerce for term ending January 1, 2026, and the appointment of Geoffrey Tahuahua as the Committee Chair for a one (1) year term ending June 30, 2026.**

7. **Approval of a resolution suspending the August 19, 2025 effective date of the rate request submitted by Texas Gas Service Company for the maximum period allowed by Gas Utility Regulatory Act § 104.107 to permit adequate time to study the request and to establish reasonable rates, cooperate with other cities in the Texas Gas Service Company's service area, and to hire legal counsel and consulting services to negotiate with the company and direct any necessary litigation and appeals; and to authorize intervention at the Railroad Commission of Texas.** *Sponsor: Mayor Pro Tem Taline Manassian*

8. **Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for the Heritage Phase 3 - Drainage, Paving and Wastewater Improvements.** *Applicant: Liberty Civil Construction, LLC*

9. **Approval of an Agreement with Village Grove related to maintenance of improvements on city property.** *Applicant: Michael Slack, Taylor Morrison*

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian, to approve the Consent Agenda items 3-9. The motion to approve carried unanimously 5 to 0.

BUSINESS AGENDA

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to move item 12 to be discussed and considered next on the agenda. The motion carried unanimously 5 to 0.

12. **Discuss and consider approval of updated HDR Task Order and Budget related to the Old Fitzhugh Road Project based on expansion of tasks including TxDOT Grant Management.** *Sponsor: Mayor Pro Tem Taline Manassian*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve the updated HDR Task Order and budget related to the Old Fitzhugh Road Project to include both the $125,000 Task Order for HDR work in 2025 and 2026 TIRZ budgets and approval of the $21,000 Task Order for HDR work related to the TxDOT sidewalk grant. The motion to approve carried unanimously 5 to 0.

10. **Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas amending Chapter 16; Prohibiting the Discharge of Fireworks within the Historic Districts.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Council Member King and seconded by Mayor Pro Tem Manassian, to approve the ordinance as presented. The motion to approve carried 3 to 2.

Mayor Pro Tem Manassian - aye
Council Member King - aye
Council Member Tahuahua - nay
Council Member Crow - nay
Council Member Parks - aye

11. Discuss and consider approval of draft bid package for Wayfinding Signage. *Sponsor: Mayor Bill Foulds, Jr.*

No action taken. Staff direction was given, to form a committee to discuss design and bring back to council for consideration.

REPORTS

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

13. Legislative Report. *Laura Mueller, City Attorney*

No action was taken.

14. Planning Department Report. *Tory Carpenter, Planning Director*

No action was taken.

CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to go into Closed Session for items 15-17, under sections 551.071 and 551.072. The motion carried unanimously 5 to 0.

Closed Session began at 8:31 p.m.

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

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

16. Consultation with city attorney related to legal issues regarding land use conditions on variances, special exceptions, and other zoning issues. (*Consultation with Attorney, 551.071*).

17. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater

Infrastructure Agreements, facility liability coverage, and related items. (*Consultation with Attorney, 551.071)*

Closed Session ended at 8:43 p.m.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to bring item 15 out of Closed Session. The motion carried unanimously 5 to 0.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve the Hungry Wolf easement agreement with the additional language discussed in Closed Session. The motion to approve carried unanimously 5 to 0.

ADJOURN

A motion was made by Council Member Tahuahua and seconded by Council Member King, to adjourn the meeting. The motion to adjourn carried unanimously 5 to 0.

The meeting was adjourned at 8:45 p.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Diana Boone, City Secretary/Municipal Court Clerk

Council Meeting Date: August 19, 2025

Agenda Item Wording: **Approval of an ordinance appointing Marilyn Miller as the presiding municipal judge of the City of Dripping Springs Municipal Court for a two (2) year term ending June 2027.**

Agenda Item Requestor: Michelle Fischer, City Administrator/ Municipal Court Administrator

Summary/Background: Every odd year the City Council selects the Municipal Court Judge for a term of two years. The City's Code of Ordinances and Government Code Chapter 30, Subsection A, Section 30.00006 (attached) outline the process and procedures for appointing the judge.

Sec. 12.02.007. Judges.

(a) The municipal court of record shall be presided over by a judge, who shall be known as the "presiding municipal judge." The presiding judge shall be appointed by ordinance for a term of two years and shall be entitled to a salary set by the city council. The amount of the judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.

(b) The judge must:

(1) Be a citizen of the United States;

(2) Be a resident of this state;

(3) Be a licensed attorney in good standing; and

(4) Have two or more years of experience in the practice of law in this state.

(c) A person may not serve as a municipal judge if the person is otherwise employed by the municipality. A municipal judge who accepts other employment with the municipality vacates the judicial office.

(d) If a vacancy occurs in the office of municipal judge, the city council shall adopt an ordinance appointing a qualified person to fill the office for the remainder of the unexpired term.

(e) There shall also be as many as three alternate judges appointed by the city council, subject to the same qualifications, who shall have all the powers and shall discharge all the duties of a municipal judge while serving as municipal judge. Each alternate judge shall be appointed for a term of two years.

(f) A municipal judge may be removed from office pursuant to section 30.000085, Government Code.

At the Regular Meeting of City Council held on July 1, 2025, City Council approved the appointment of Marilyn Miller as municipal court judge for a two year term ending June 2027. The attached draft ordinance ratifies and formalizes the appointment in accordance with the municipal court ordinance and state law.

Currently, Marilyn Miller serves as the Municipal Court Judge and has been the Judge for over 20 years. She is a licensed attorney in good standing and practices locally in Dripping Springs. Marilyn Miller has volunteered to continue her appointment.

Recommended Council Actions: Staff recommends approval of the appointment of Marilyn Miller for at term of two years ending on June 2027.

Attachments:

1. Draft ordinance
2. Government Code Section 30, Subchapter A, Section 30.0006
3. Municipal Court Ordinance

Next Steps/Schedule: If appointed administer oath of office and provide appointment report to the Texas Office of Court Administration.

City of Dripping Springs

Municipal Court Judge Appointment Ordinance

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, PROVIDING FOR THE APPOINTMENT OF MARILYN MILLER AS PRESIDING JUDGE OF THE MUNICIPAL COURT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council may, pursuant to state law, exercise its discretion to appoint a judge for the Dripping Springs Municipal Court; and

WHEREAS, the City Council finds that Marilyn Miller is qualified under state law to hold the position as a municipal court judge; and

WHEREAS, the City Council desires to appoint Marilyn Miller as Presiding Municipal Judge of the Dripping Springs Municipal Court; and

WHEREAS, the City Council has established its municipal court as a municipal court of record; and

WHEREAS, the City Council approved the appointment of Marilyn Miller as the City of Dripping Springs Municipal Court Judge for a two year term ending June 2027 at a regular meeting of City Council on July 1, 2025; and

WHEREAS, the City Council shall, pursuant to the Municipal Court Ordinance and Section 30.00006(b) of the Texas Government Code, appoint a presiding judge for a term of two years by ordinance;

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

1. FINDINGS OF FACT

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

2. APPOINTMENT

The appointment of Marilyn Miller as the presiding municipal judge of the Municipal court of record in the City of Dripping Springs, as approved by City Council on July 1, 2025, for a term ending June 2027 is hereby confirmed, ratified and approved by ordinance.

3. REPEALER

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. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication 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 19th day of August, 2025, 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:

_____
Diana Boone, City Secretary

GOVERNMENT CODE

TITLE 2. JUDICIAL BRANCH

SUBTITLE A. COURTS

CHAPTER 30. MUNICIPAL COURTS OF RECORD

SUBCHAPTER A. GENERAL LAW FOR MUNICIPAL COURTS OF RECORD

Sec. 30.00006. JUDGE.

(a) A municipal court of record is presided over by one or more municipal judges.

(b) The governing body shall by ordinance appoint its municipal judges.

(c) A municipal judge must:

(1) be a resident of this state;

(2) be a citizen of the United States;

(3) be a licensed attorney in good standing; and

(4) have two or more years of experience in the practice of law in this state.

(d) The governing body shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years.

(e) The municipal judge shall take judicial notice of state law and the ordinances and corporate limits of the municipality. The judge may grant writs of mandamus, attachment, and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court. A municipal judge is a magistrate and may issue administrative search warrants.

(f) The municipal judges within a municipality may exchange benches and act for each other in any proceeding pending in the courts. An act performed by any of the judges is binding on all parties to the proceeding.

(g) A person may not serve as a municipal judge if the person is employed by the same municipality. A municipal judge who accepts employment with the municipality vacates the judicial office.

(h) The governing body shall determine the salary of a municipal judge. The amount of a judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.

Added by Acts 1987, 70th Leg., ch. 811, Sec. 1, eff. Aug. 31, 1987. Renumbered from Government Code Sec. 30.486 by Acts 1997, 75th Leg., ch. 165, Sec. 8.02, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 691, Sec. 1, eff. Sept. 1, 1999.

City of Dripping Springs

ORDINANCE NO. 2250.10

Municipal Court of Record

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS ESTABLISHING A MUNICIPAL COURT OF RECORD, INCLUDING PROVIDING FOR FINDINGS OF FACT, PURPOSE, JURISDICTION, AND DEFINITIONS; PROVIDING FOR THE CREATION OF A MUNICIPAL COURT OF RECORD, APPOINTMENT OF A MUNICIPAL COURT JUDGE, ESTABLISHING SALARY AND TERM OF OFFICE FOR MUNICIPAL COURT JUDGE AND ALTERNATES; POWERS AND RULES OF THE COURT; APPOINTMENT OF COURT CLERK; PROVIDING FOR RELATION TO OTHER ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City") seeks to provide for the enforcement of its municipal ordinances through a Municipal Court of Record rather than the current Municipal Court; and

WHEREAS, the City Council determines that the creation of a municipal court of record is necessary to provide a more efficient disposition of cases arising in the municipality; and

WHEREAS, the City Council finds that the appointment of a municipal court judge is necessary; and

WHEREAS, the City Council is authorized to establish a municipal court of record pursuant to Texas Government Code, Chapter 30.

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

1. INTRODUCTION

A. Findings of Fact

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Dripping Springs and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

B. Purpose

This ordinance is adopted so that the City Council may promote the public health, safety, morals and general welfare within the City, and within its extra-territorial jurisdiction, as prescribed by State law, through the enforcement of the City of Dripping Springs's ordinances and the efficient disposition of cases arising from such ordinances.

C. Jurisdiction

The provisions of this ordinance shall apply within the City Limits and within the extra-territorial jurisdiction (ETJ) of the City as prescribed by state law.

D. Definitions

(1) "Appellate court" means the county criminal court, the county criminal court of appeals, or the municipal court of appeals; or the county court at law if there is no county criminal court, county criminal court of appeals, or municipal court of appeals.

(2) "City" the City of Dripping Springs, an incorporated municipality in Hays, County Texas.

(3) "City Council" or "Council" means the governing body of the City of Dripping Springs

(4) "Municipal court of record", means Municipal Court of Record in the City of Dripping Springs.

(5) "Municipal judge" means the presiding judge and alternate judges of the Municipal Court of Record in the City of Dripping

2. ESTABLISHMENT OF COURT OF RECORD

A. Scope

The provisions of this section govern the creation, establishment, operation of the municipal court of record, including the qualifications and terms of office of the judges of the court.

B. Creation of the Municipal Court of Record

There is hereby established the Municipal Court of Record in the City of Dripping Springs. The municipal court that is operating on the date that this Ordinance is adopted shall complete its pending cases and be abolished, and all cases arising from alleged offenses occurring after the date of the adoption of this Ordinance shall be filed within the new Municipal Court of Record in the City of Dripping Springs for disposition.

C. Jurisdictional Limits of Court

The Municipal Court of Record shall have jurisdiction pursuant to Chapter 30 of the Government Code and other statutes as proscribed by the Texas Legislature.

D. Judges of Court

(1) The Municipal Court of Record shall be presided over by a judge, who shall be known as the "presiding municipal judge." The presiding judge shall be appointed by

ordinance for a term of two (2) years and shall be entitled to a salary set by the City Council. The amount of the judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.

(2) The judge must:

(a) Be a citizen of the United States;
(b) Be a resident of this state;
(c) Be a licensed attorney in good standing; and
(d) Have two (2) or more years of experience in the practice of law in this state.

(3) A person may not serve as a municipal judge if the person is otherwise employed by the municipality. A municipal judge who accepts other employment with the municipality vacates the judicial office.

(4) If a vacancy occurs in the office of municipal judge, the City Council shall adopt an ordinance appointing a qualified person to fill the office for the remainder of the unexpired term.

(5) There shall also be as many as three (3) alternate judges appointed by the City Council, subject to the same qualifications, who shall have all the powers and shall discharge all the duties of a municipal judge while serving as municipal judge. Each alternate judge shall be appointed for a term of two (2) years

(6) A municipal judge may be removed from office pursuant to Section 30.000085, Government Code.

E. Writ Power

The judges of the municipal court of record may grant writs of mandamus, injunction, attachment, and other writs necessary to the enforcement of the jurisdiction of the municipal court of record and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the municipal court of record.

F. Court Rules

The Code of Criminal Procedure and the Texas Rules of Appellate Procedure, as modified by Subchapter A, Chapter 30, Texas Government Code, govern the trial and appeal of cases from the municipal court of record. The court may make and enforce all rules of practice and procedure necessary to expedite the trial of cases before the court that are not inconsistent with law.

G. Clerk of Court

The City Council shall appoint a clerk of the municipal court of record. The clerk shall keep the records of the municipal court of record, issue process, and generally perform the duties for the court that a clerk of the county court at law exercising criminal jurisdiction is required by law to perform for that court. In addition, the clerk shall maintain an index of all court judgments in the same manner as county clerks are required by law to prepare for criminal cases arising in county

courts. The clerk shall have the authority to hire, direct, and supervise deputy clerks, warrant officers, and other personnel necessary for the proper operation of the court as provided by the annual budget of the clerk's office. The clerk and other court personnel perform their duties under the direction and control of the presiding judge.

3. RELATION TO OTHER ORDINANCES

This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance. This ordinance is specifically subordinate to any ordinance or regulations of the City pertaining to building and construction safety or to pedestrian and traffic safety.

4. EFFECTIVE DATE

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

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

PASSED & APPROVED this the 12th day of August, 2008, by a 5 to 0 to 0 vote of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS

By: _____
Todd Purcell, Mayor

ATTEST:

_____
Jo Ann Touchstone, City Secretary

APPROVED AS TO FORM:
Alan J. Bojorquez, City Attorney

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: August 19, 2025

Agenda Item Wording: **Approval of an Ordinance of the City Council of the City of Dripping Springs, Texas accepting and approving an Annual Service Plan Update to the Service and Assessment Plan and an updated Improvement Area #1 and Improvement Area #2 Assessment Rolls for the Heritage Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.**

Agenda Item Requestor: P3Works, LLC

Summary/Background: The Heritage project is approximately 189 acres located in the heart of Dripping Springs. The Heritage Public Improvement District was created pursuant to the PID Act on November 14, 2017 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On June 6, 2023, the City approved the 2023 SAP for the District which approved the levy of Assessments for Assessed Property within Improvement Area #1 of the District and approved the Assessment Roll.

On September 17, 2024, the City approved the 2024 Amended and Restated Service and Assessment Plan (2024 SAP) for the District which approved the levy of the of Assessments for Assessed Property within Improvement Area #2 of the District, approved the Assessment Roll, and served to amend and restate the 2023 SAP

Pursuant to the PID Act, the 2024 SAP must be reviewed and updated annually.

On July 2, 2025, the City approved the update to the SAP.

The document associated with this Ordinance is the Annual Service Plan Update for 2025.

The 2025 Annual Service Plan Update also updates the Assessment Roll for 2025 along with providing updates on the status of improvements and home

sales. No new Assessments are associated with this Annual Service Plan Update which serves as a routine update, with no major changes.

Recommended Council Actions: Approval of the Ordinance.

Attachments: 2025 Annual Service Plan Update.

Next Steps/Schedule: If approved the Ordinance must be recorded in the real property records of Hays County within 7 calendar days.

State of Texas: No limit.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2025 - ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS ACCEPTING AND APPROVING AN ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND UPDATED IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2 ASSESSMENT ROLLS FOR THE HERITAGE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Heritage project is approximately 189 acres located in the heart of Dripping Springs. The Heritage Public Improvement District was created pursuant to the PID Act on November 14, 2017, by the City Council to finance certain Authorized Improvements for the benefit of the property in the District; and

WHEREAS, on June 6, 2023, the City approved the 2023 SAP for the District which approved the levy of Assessments for Assessed Property within Improvement Area #1 of the District and approved the Assessment Roll; and

WHEREAS, on September 17, 2024, the City approved the 2024 Amended and Restated Service and Assessment Plan (2024 SAP) for the District which approved the levy of the of Assessments for Assessed Property within Improvement Area #2 of the District, approved the Assessment Roll, and served to amend and restate the 2023 SAP; and

WHEREAS, pursuant to the PID Act, the 2024 SAP must be reviewed and updated annually. The document associated with this Ordinance is the Annual Service Plan Update for 2025; and

WHEREAS, the 2025 Annual Service Plan Update also updates the Assessment Rolls for 2025 along with providing updates on the status of improvements and home sales. No new Assessments are associated with this Annual Service Plan Update which serves as a routine update, with no major changes; 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.

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

1. **FINDINGS OF FACT**.

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City

Council and made a part hereof for all purposes as findings of fact.

2. ENACTMENT.

The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the service and assessment plan and updating the improvement area #1 assessment roll for the heritage public improvement district.

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 19th day of August 2025 by a vote of __ (ayes) to __ (nays) to 0 (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Diana Boone, City Secretary

HERITAGE
PUBLIC IMPROVEMENT DISTRICT
2025 ANNUAL SERVICE PLAN UPDATE

AUGUST 19, 2025

INTRODUCTION

Capitalized terms used in this 2025 Service and Assessment Plan Update shall have the meanings set forth in the 2024 Amended and Restated Service and Assessment Plan (the "2024 A&R SAP").

The District was created pursuant to the PID Act by Resolution No. 2017-74 on November 14, 2017 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On June 6, 2023, the City approved the 2023 SAP for the District by adopting Ordinance No. 2023-17 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Roll.

On July 2, 2024, the City approved Ordinance No. 2024-25 approving the 2024 Annual Service Plan Update which updated the Improvement Area #1 Assessment Roll for 2024.

On September 17, 2024, the City approved the 2024 A&R SAP for the District by adopting Ordinance No. 2024-29 which (1) identified the Improvement Area #2 Authorized Improvements and the estimated costs thereof; (2) levied the Improvement Area #2 Assessments; (3) issued the Improvement Area #2 Bonds; and (4) approved the Improvement Area #2 Assessment Roll.

The 2024 A&R SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2024 A&R SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The City Council also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the 2024 A&R SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

PARCEL SUBDIVISION

Improvement Area #1

- The final plat of Heritage – Dripping Springs – Phase I was filed and recorded with the County on July 7, 2022, and consists of 158 residential Lots and 4 Lots of Non-Benefited Property.

See the completed Lot Type classification summary within Improvement Area #1 below:

Improvement Area #1	
Lot Type	Number of Lots
1	12
2	100
3	46
Total	**158**

Improvement Area #2

- The final plat of Heritage – Dripping Springs – Phase II was filed and recorded with the County on April 4, 2024, and consists of 160 residential Lots and 6 Lots of Non-Benefited Property.

See the completed Lot Type classification summary within Improvement Area #2 below:

Improvement Area #2	
Lot Type	Number of Lots
4	6
5	68
6	74
7	12
Total	**160**

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Improvement Area #1

Per the Quarterly Report dated March 31, 2025, the lot ownership composition is provided below:

- Homebuilder Owned:
  - Lot Type 1: 0 Lots
  - Lot Type 2: 6 Lots
  - Lot Type 3: 4 Lots
- End-User Owner:
  - Lot Type 1: 12 Lots
  - Lot Type 2: 94 Lots
  - Lot Type 3: 42 Lots

Improvement Area #2

Per the Owner, the lot ownership composition is provided below:

- Homebuilder Owned:
  - Lot Type 4: 6
  - Lot Type 5: 44
  - Lot Type 6: 55
  - Lot Type 7: 9
- End-User Owner:
  - Lot Type 4: 0
  - Lot Type 5: 24
  - Lot Type 6: 19
  - Lot Type 7: 3

See **Exhibit E** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

The Developer has completed the Authorized Improvements listed in the 2023 SAP and they were dedicated to the City in January of 2023.

Improvement Area #2

The Developer has completed the Authorized Improvements listed in the 2024 SAP and they were dedicated to the City in June 2024.

OUTSTANDING ASSESSMENT

Improvement Area #1

Net of the principal bond payment due September 1, Improvement Area #1 has an outstanding Assessment of $6,843,356.33. The outstanding Assessment is less than the $6,886,000.00 in outstanding Improvement Area #1 Bonds due to prepayment of Assessment for which Improvement Area #1 Bonds have not yet been redeemed.

Improvement Area #2

Net of the principal bond payment due September 1, the Improvement Area #2 has an outstanding Assessment of $6,873,000.00.

ANNUAL INSTALLMENT DUE 1/31/2026

Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is $485,156.26.
- ***Additional Interest*** – The total Prepayment and Delinquency Reserve Requirement, as defined in the Indenture, is equal to $292,655.00 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of $34,430.00.
- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is $59,953.49.

Annual Collection Costs Breakdown Improvement Area #1		
PID Administrator	$	23,393.34
City Auditor		502.95
Filing Fees		502.95
County Collection		502.95
PID Trustee Fees		4,500.00
P3 Works Dev.Issuer CDA Review		3,500.00
Past Due P3 Works, LLC Invoices		15,551.30
Collection Cost Maintenance Balance		10,000.00
Arbitrage Calculation		1,500.00
Total Annual Collection Costs	**$**	**59,953.49**

Improvement Area #1 Due January 31, 2026		
Principal	$	116,000.00
Interest	$	369,156.26
Additional Interest	$	34,430.00
Annual Collection Costs	$	59,953.49
Total Annual Installment	**$**	**579,539.75**

See the limited offering memorandum for the pay period. See **Exhibit B-1** for the debt service schedule for the Improvement Area #1 Bonds as shown in the limited offering memorandum.

Improvement Area #2

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is $461,705.00.
- ***Additional Interest*** – The total Prepayment and Delinquency Reserve Requirement, as defined in the Indenture, is equal to $292,102.50 and has not been met. As such, the Prepayment and Delinquency Reserve Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of $34,365.00.
- ***Annual Collection Costs*** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is $34,109.81.

Annual Collection Costs Breakdown Improvement Area #2		
PID Administrator	$	23,118.66
City Auditor		497.05
Filing Fees		497.05
County Collection		497.05
PID Trustee Fees		4,500.00
Draw Request Review		10,000.00
P3 Works Dev.Issuer CDA Review		3,500.00
Collection Cost Maintenance Balance		10,000.00
Less CCMB Credit from Prior Years		(20,000.00)
Arbitrage Calculation		1,500.00
Total Annual Collection Costs	**$**	**34,109.81**

Improvement Area #2		
Due January 31, 2026		
Principal	$	115,000.00
Interest	$	346,705.00
Additional Interest	$	34,365.00
Annual Collection Costs	$	34,109.81
Total Annual Installment	**$**	**530,179.81**

See the limited offering memorandum for the pay period. See **Exhibit B-2** for the debt service schedule for the Improvement Area #2 Bonds as shown in the limited offering memorandum.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

The following is a list of all Parcels or Lots that made a Prepayment in full within Improvement Area #1.

Improvement Area #1			
Property ID	Address	Lot Type	Prepayment Date
R186746	261 Kings Pine Dr	2	1/7/2024

Improvement Area #2

No full Prepayments of Assessments have occurred within Improvement Area #2.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No partial Prepayments of Assessments have occurred within Improvement Area #1.

Improvement Area #2

No partial Prepayments of Assessments have occurred within Improvement Area #2.

EXTRAORDINARY OPTIONAL REDEMPTIONS

Improvement Area #1

No extraordinary optional redemptions have occurred within Improvement Area #1.

Improvement Area #2

No extraordinary optional redemptions have occurred within Improvement Area #2.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Improvement Area #1						
Installments Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Principal		$ 116,000.00	$ 121,000.00	$ 126,000.00	$ 132,000.00	$ 138,000.00
Interest		369,156.26	363,936.26	358,491.26	352,821.26	346,881.26
Capitalized Interest		-	-	-	-	-
	(1)	$ 485,156.26	$ 484,936.26	$ 484,491.26	$ 484,821.26	$ 484,881.26
Annual Collection Costs	(2)	$ 59,953.49	$ 33,560.23	$ 34,231.44	$ 34,916.07	$ 35,614.39
Additional Interest	(3)	$ 34,430.00	$ 33,850.00	$ 33,245.00	$ 32,615.00	$ 31,955.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 579,539.75**	**$ 552,346.49**	**$ 551,967.70**	**$ 552,352.33**	**$ 552,450.65**

Improvement Area #2						
Installments Due		**1/31/2026**	**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**
Principal		$ 115,000.00	$ 120,000.00	$ 125,000.00	$ 130,000.00	$ 135,000.00
Interest		346,705.00	341,817.50	336,717.50	331,405.00	325,880.00
Capitalized Interest		-	-	-	-	-
	(1)	$ 461,705.00	$ 461,817.50	$ 461,717.50	$ 461,405.00	$ 460,880.00
Annual Collection Costs	(2)	$ 34,109.81	$ 43,462.01	$ 44,331.25	$ 45,217.88	$ 46,122.23
Additional Interest	(3)	$ 34,365.00	$ 33,790.00	$ 33,190.00	$ 32,565.00	$ 31,915.00
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 530,179.81**	**$ 539,069.51**	**$ 539,238.75**	**$ 539,187.88**	**$ 538,917.23**

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026.

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[a]	Lot Type	Note	Improvement Area #1 Outstanding Assessment [b]	Improvement Area #1 Annual Installment Due 1/31/2026 [b]
R186658	Non-Benefited		$ -	$ -
R186659	3		$ 46,351.64	$ 3,903.56
R186660	3		$ 46,351.64	$ 3,903.56
R186661	3		$ 46,351.64	$ 3,903.56
R186662	3		$ 46,351.64	$ 3,903.56
R186663	3		$ 46,351.64	$ 3,903.56
R186664	3		$ 46,351.64	$ 3,903.56
R186665	3		$ 46,351.64	$ 3,903.56
R186666	3		$ 46,351.64	$ 3,903.56
R186667	3		$ 46,351.64	$ 3,903.56
R186668	3		$ 46,351.64	$ 3,903.56
R186669	2		$ 42,643.51	$ 3,591.28
R186670	3		$ 46,351.64	$ 3,903.56
R186671	3		$ 46,351.64	$ 3,903.56
R186672	2		$ 42,643.51	$ 3,591.28
R186673	3		$ 46,351.64	$ 3,903.56
R186674	3		$ 46,351.64	$ 3,903.56
R186675	Non-Benefited		$ -	$ -
R186676	3		$ 46,351.64	$ 3,903.56
R186677	2		$ 42,643.51	$ 3,591.28
R186678	2		$ 42,643.51	$ 3,591.28
R186679	2		$ 42,643.51	$ 3,591.28
R186680	2		$ 42,643.51	$ 3,591.28
R186681	2		$ 42,643.51	$ 3,591.28
R186682	2		$ 42,643.51	$ 3,591.28
R186683	2		$ 42,643.51	$ 3,591.28
R186684	2		$ 42,643.51	$ 3,591.28
R186685	2		$ 42,643.51	$ 3,591.28
R186686	3		$ 46,351.64	$ 3,903.56
R186687	3		$ 46,351.64	$ 3,903.56
R186688	2		$ 42,643.51	$ 3,591.28
R186689	2		$ 42,643.51	$ 3,591.28
R186690	2		$ 42,643.51	$ 3,591.28
R186691	2		$ 42,643.51	$ 3,591.28
R186692	2		$ 42,643.51	$ 3,591.28

Property ID[a]	Lot Type	Note	Improvement Area #1 Outstanding Assessment [b]	Improvement Area #1 Annual Installment Due 1/31/2026 [b]
R186693	2		$ 42,643.51	$ 3,591.28
R186694	2		$ 42,643.51	$ 3,591.28
R186695	2		$ 42,643.51	$ 3,591.28
R186696	2		$ 42,643.51	$ 3,591.28
R186697	2		$ 42,643.51	$ 3,591.28
R186698	2		$ 42,643.51	$ 3,591.28
R186699	2		$ 42,643.51	$ 3,591.28
R186700	2		$ 42,643.51	$ 3,591.28
R186701	2		$ 42,643.51	$ 3,591.28
R186702	2		$ 42,643.51	$ 3,591.28
R186703	2		$ 42,643.51	$ 3,591.28
R186704	2		$ 42,643.51	$ 3,591.28
R186705	2		$ 42,643.51	$ 3,591.28
R186706	2		$ 42,643.51	$ 3,591.28
R186707	Non-Benefited		$ -	$ -
R186708	3		$ 46,351.64	$ 3,903.56
R186709	3		$ 46,351.64	$ 3,903.56
R186710	3		$ 46,351.64	$ 3,903.56
R186711	3		$ 46,351.64	$ 3,903.56
R186712	3		$ 46,351.64	$ 3,903.56
R186713	3		$ 46,351.64	$ 3,903.56
R186714	3		$ 46,351.64	$ 3,903.56
R186715	3		$ 46,351.64	$ 3,903.56
R186716	3		$ 46,351.64	$ 3,903.56
R186717	2		$ 42,643.51	$ 3,591.28
R186718	2		$ 42,643.51	$ 3,591.28
R186719	2		$ 42,643.51	$ 3,591.28
R186720	2		$ 42,643.51	$ 3,591.28
R186721	2		$ 42,643.51	$ 3,591.28
R186722	2		$ 42,643.51	$ 3,591.28
R186723	2		$ 42,643.51	$ 3,591.28
R186724	2		$ 42,643.51	$ 3,591.28
R186725	2		$ 42,643.51	$ 3,591.28
R186726	2		$ 42,643.51	$ 3,591.28
R186727	2		$ 42,643.51	$ 3,591.28

Property ID[a]	Lot Type	Note	Improvement Area #1 Outstanding Assessment [b]	Improvement Area #1 Annual Installment Due 1/31/2026 [b]
R186728	2		$ 42,643.51	$ 3,591.28
R186729	2		$ 42,643.51	$ 3,591.28
R186730	2		$ 42,643.51	$ 3,591.28
R186731	2		$ 42,643.51	$ 3,591.28
R186732	2		$ 42,643.51	$ 3,591.28
R186733	2		$ 42,643.51	$ 3,591.28
R186734	2		$ 42,643.51	$ 3,591.28
R186735	2		$ 42,643.51	$ 3,591.28
R186736	2		$ 42,643.51	$ 3,591.28
R186737	2		$ 42,643.51	$ 3,591.28
R186738	2		$ 42,643.51	$ 3,591.28
R186739	2		$ 42,643.51	$ 3,591.28
R186740	2		$ 42,643.51	$ 3,591.28
R186741	2		$ 42,643.51	$ 3,591.28
R186742	2		$ 42,643.51	$ 3,591.28
R186743	2		$ 42,643.51	$ 3,591.28
R186744	2		$ 42,643.51	$ 3,591.28
R186745	2		$ 42,643.51	$ 3,591.28
R186746	2	[c]	$ -	$ -
R186747	2		$ 42,643.51	$ 3,591.28
R186748	2		$ 42,643.51	$ 3,591.28
R186749	2		$ 42,643.51	$ 3,591.28
R186750	2		$ 42,643.51	$ 3,591.28
R186751	2		$ 42,643.51	$ 3,591.28
R186752	2		$ 42,643.51	$ 3,591.28
R186753	2		$ 42,643.51	$ 3,591.28
R186754	2		$ 42,643.51	$ 3,591.28
R186755	2		$ 42,643.51	$ 3,591.28
R186756	2		$ 42,643.51	$ 3,591.28
R186757	2		$ 42,643.51	$ 3,591.28
R186758	2		$ 42,643.51	$ 3,591.28
R186759	2		$ 42,643.51	$ 3,591.28
R186760	2		$ 42,643.51	$ 3,591.28
R186761	2		$ 42,643.51	$ 3,591.28
R186762	2		$ 42,643.51	$ 3,591.28

Property ID[a]	Lot Type	Note	Improvement Area #1 Outstanding Assessment [b]	Improvement Area #1 Annual Installment Due 1/31/2026 [b]
R186763	2		$ 42,643.51	$ 3,591.28
R186764	2		$ 42,643.51	$ 3,591.28
R186765	2		$ 42,643.51	$ 3,591.28
R186766	2		$ 42,643.51	$ 3,591.28
R186767	2		$ 42,643.51	$ 3,591.28
R186768	2		$ 42,643.51	$ 3,591.28
R186769	2		$ 42,643.51	$ 3,591.28
R186770	2		$ 42,643.51	$ 3,591.28
R186771	2		$ 42,643.51	$ 3,591.28
R186772	2		$ 42,643.51	$ 3,591.28
R186773	2		$ 42,643.51	$ 3,591.28
R186774	2		$ 42,643.51	$ 3,591.28
R186775	2		$ 42,643.51	$ 3,591.28
R186776	2		$ 42,643.51	$ 3,591.28
R186777	2		$ 42,643.51	$ 3,591.28
R186778	2		$ 42,643.51	$ 3,591.28
R186779	2		$ 42,643.51	$ 3,591.28
R186780	2		$ 42,643.51	$ 3,591.28
R186781	2		$ 42,643.51	$ 3,591.28
R186782	2		$ 42,643.51	$ 3,591.28
R186783	1		$ 40,789.45	$ 3,435.14
R186784	1		$ 40,789.45	$ 3,435.14
R186785	1		$ 40,789.45	$ 3,435.14
R186786	1		$ 40,789.45	$ 3,435.14
R186787	1		$ 40,789.45	$ 3,435.14
R186788	1		$ 40,789.45	$ 3,435.14
R186789	Non-Benefited		$ -	$ -
R186790	1		$ 40,789.45	$ 3,435.14
R186791	1		$ 40,789.45	$ 3,435.14
R186792	1		$ 40,789.45	$ 3,435.14
R186793	1		$ 40,789.45	$ 3,435.14
R186794	1		$ 40,789.45	$ 3,435.14
R186795	1		$ 40,789.45	$ 3,435.14
R186796	3		$ 46,351.64	$ 3,903.56
R186797	3		$ 46,351.64	$ 3,903.56

Property ID[a]	Lot Type	Note	Improvement Area #1 Outstanding Assessment [b]	Improvement Area #1 Annual Installment Due 1/31/2026 [b]
R186798	3		$ 46,351.64	$ 3,903.56
R186799	3		$ 46,351.64	$ 3,903.56
R186800	3		$ 46,351.64	$ 3,903.56
R186801	3		$ 46,351.64	$ 3,903.56
R186802	3		$ 46,351.64	$ 3,903.56
R186803	3		$ 46,351.64	$ 3,903.56
R186804	3		$ 46,351.64	$ 3,903.56
R186805	3		$ 46,351.64	$ 3,903.56
R186806	2		$ 42,643.51	$ 3,591.28
R186807	2		$ 42,643.51	$ 3,591.28
R186808	2		$ 42,643.51	$ 3,591.28
R186809	2		$ 42,643.51	$ 3,591.28
R186810	3		$ 46,351.64	$ 3,903.56
R186811	3		$ 46,351.64	$ 3,903.56
R186812	3		$ 46,351.64	$ 3,903.56
R186813	3		$ 46,351.64	$ 3,903.56
R186814	3		$ 46,351.64	$ 3,903.56
R186815	3		$ 46,351.64	$ 3,903.56
R186816	3		$ 46,351.64	$ 3,903.56
R186817	3		$ 46,351.64	$ 3,903.56
R186818	3		$ 46,351.64	$ 3,903.56
R186819	3		$ 46,351.64	$ 3,903.56
Total			**$ 6,843,356.33**	**$ 576,322.16**

Footnotes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

[c] Parcel prepaid the outstanding Improvement Area #1 Assessment in full.

EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

		Improvement Area #2	
Property ID[a]	Lot Type	Outstanding Assessment [b]	Annual Installment Due 1/31/2026 [b]
R205106	7	$ 47,413.08	$ 3,657.42
R205107	7	$ 47,413.08	$ 3,657.42
R205108	7	$ 47,413.08	$ 3,657.42
R205109	7	$ 47,413.08	$ 3,657.42
R205110	7	$ 47,413.08	$ 3,657.42
R205111	7	$ 47,413.08	$ 3,657.42
R205112	4	$ 39,826.99	$ 3,072.23
R205113	4	$ 39,826.99	$ 3,072.23
R205114	4	$ 39,826.99	$ 3,072.23
R205115	4	$ 39,826.99	$ 3,072.23
R205116	4	$ 39,826.99	$ 3,072.23
R205117	5	$ 41,723.51	$ 3,218.53
R205118	5	$ 41,723.51	$ 3,218.53
R205119	5	$ 41,723.51	$ 3,218.53
R205120	5	$ 41,723.51	$ 3,218.53
R205121	5	$ 41,723.51	$ 3,218.53
R205122	5	$ 41,723.51	$ 3,218.53
R205123	5	$ 41,723.51	$ 3,218.53
R205124	5	$ 41,723.51	$ 3,218.53
R205125	5	$ 41,723.51	$ 3,218.53
R205126	5	$ 41,723.51	$ 3,218.53
R205127	5	$ 41,723.51	$ 3,218.53
R205128	5	$ 41,723.51	$ 3,218.53
R205129	5	$ 41,723.51	$ 3,218.53
R205130	5	$ 41,723.51	$ 3,218.53
R205131	5	$ 41,723.51	$ 3,218.53
R205132	5	$ 41,723.51	$ 3,218.53
R205133	5	$ 41,723.51	$ 3,218.53
R205134	5	$ 41,723.51	$ 3,218.53
R205135	5	$ 41,723.51	$ 3,218.53
R205136	5	$ 41,723.51	$ 3,218.53
R205137	5	$ 41,723.51	$ 3,218.53
R205138	5	$ 41,723.51	$ 3,218.53
R205139	5	$ 41,723.51	$ 3,218.53
R205140	5	$ 41,723.51	$ 3,218.53
R205141	5	$ 41,723.51	$ 3,218.53
R205142	5	$ 41,723.51	$ 3,218.53
R205143	5	$ 41,723.51	$ 3,218.53
R205144	5	$ 41,723.51	$ 3,218.53
R205145	5	$ 41,723.51	$ 3,218.53

Property ID[a]	Lot Type	Improvement Area #2 Outstanding Assessment [b]	Improvement Area #2 Annual Installment Due 1/31/2026 [b]
R205146	7	$ 47,413.08	$ 3,657.42
R205147	6	$ 43,620.03	$ 3,364.83
R205148	6	$ 43,620.03	$ 3,364.83
R205149	6	$ 43,620.03	$ 3,364.83
R205150	6	$ 43,620.03	$ 3,364.83
R205151	6	$ 43,620.03	$ 3,364.83
R205152	6	$ 43,620.03	$ 3,364.83
R205153	6	$ 43,620.03	$ 3,364.83
R205154	6	$ 43,620.03	$ 3,364.83
R205155	6	$ 43,620.03	$ 3,364.83
R205156	6	$ 43,620.03	$ 3,364.83
R205157	6	$ 43,620.03	$ 3,364.83
R205158	6	$ 43,620.03	$ 3,364.83
R205159	6	$ 43,620.03	$ 3,364.83
R205160	6	$ 43,620.03	$ 3,364.83
R205161	6	$ 43,620.03	$ 3,364.83
R205162	6	$ 43,620.03	$ 3,364.83
R205163	6	$ 43,620.03	$ 3,364.83
R205164	6	$ 43,620.03	$ 3,364.83
R205165	6	$ 43,620.03	$ 3,364.83
R205166	6	$ 43,620.03	$ 3,364.83
R205167	6	$ 43,620.03	$ 3,364.83
R205168	6	$ 43,620.03	$ 3,364.83
R205169	6	$ 43,620.03	$ 3,364.83
R205170	6	$ 43,620.03	$ 3,364.83
R205171	6	$ 43,620.03	$ 3,364.83
R205172	6	$ 43,620.03	$ 3,364.83
R205173	6	$ 43,620.03	$ 3,364.83
R205174	6	$ 43,620.03	$ 3,364.83
R205175	6	$ 43,620.03	$ 3,364.83
R205176	6	$ 43,620.03	$ 3,364.83
R205177	6	$ 43,620.03	$ 3,364.83
R205178	Non-Benefited	$ -	$ -
R205179	5	$ 41,723.51	$ 3,218.53
R205180	5	$ 41,723.51	$ 3,218.53
R205181	5	$ 41,723.51	$ 3,218.53
R205182	5	$ 41,723.51	$ 3,218.53
R205183	5	$ 41,723.51	$ 3,218.53
R205184	5	$ 41,723.51	$ 3,218.53
R205185	5	$ 41,723.51	$ 3,218.53

Property ID[a]	Lot Type	Improvement Area #2 Outstanding Assessment [b]	Improvement Area #2 Annual Installment Due 1/31/2026 [b]
R205186	5	$ 41,723.51	$ 3,218.53
R205187	5	$ 41,723.51	$ 3,218.53
R205188	5	$ 41,723.51	$ 3,218.53
R205189	5	$ 41,723.51	$ 3,218.53
R205190	5	$ 41,723.51	$ 3,218.53
R205191	5	$ 41,723.51	$ 3,218.53
R205192	5	$ 41,723.51	$ 3,218.53
R205193	Non-Benefited	$ -	$ -
R205194	7	$ 47,413.08	$ 3,657.42
R205195	7	$ 47,413.08	$ 3,657.42
R205196	Non-Benefited	$ -	$ -
R205197	6	$ 43,620.03	$ 3,364.83
R205198	6	$ 43,620.03	$ 3,364.83
R205199	6	$ 43,620.03	$ 3,364.83
R205200	6	$ 43,620.03	$ 3,364.83
R205201	6	$ 43,620.03	$ 3,364.83
R205202	6	$ 43,620.03	$ 3,364.83
R205203	6	$ 43,620.03	$ 3,364.83
R205204	6	$ 43,620.03	$ 3,364.83
R205205	6	$ 43,620.03	$ 3,364.83
R205206	6	$ 43,620.03	$ 3,364.83
R205207	6	$ 43,620.03	$ 3,364.83
R205208	6	$ 43,620.03	$ 3,364.83
R205209	Non-Benefited	$ -	$ -
R205210	6	$ 43,620.03	$ 3,364.83
R205211	6	$ 43,620.03	$ 3,364.83
R205212	6	$ 43,620.03	$ 3,364.83
R205213	6	$ 43,620.03	$ 3,364.83
R205214	6	$ 43,620.03	$ 3,364.83
R205215	6	$ 43,620.03	$ 3,364.83
R205216	6	$ 43,620.03	$ 3,364.83
R205217	6	$ 43,620.03	$ 3,364.83
R205218	6	$ 43,620.03	$ 3,364.83
R205219	6	$ 43,620.03	$ 3,364.83
R205220	6	$ 43,620.03	$ 3,364.83
R205221	6	$ 43,620.03	$ 3,364.83
R205222	6	$ 43,620.03	$ 3,364.83
R205223	6	$ 43,620.03	$ 3,364.83
R205224	6	$ 43,620.03	$ 3,364.83
R205225	6	$ 43,620.03	$ 3,364.83

Property ID[a]	Lot Type	Improvement Area #2 Outstanding Assessment [b]	Improvement Area #2 Annual Installment Due 1/31/2026 [b]
R205226	6	$ 43,620.03	$ 3,364.83
R205227	6	$ 43,620.03	$ 3,364.83
R205228	6	$ 43,620.03	$ 3,364.83
R205229	6	$ 43,620.03	$ 3,364.83
R205230	6	$ 43,620.03	$ 3,364.83
R205231	6	$ 43,620.03	$ 3,364.83
R205232	5	$ 41,723.51	$ 3,218.53
R205233	5	$ 41,723.51	$ 3,218.53
R205234	5	$ 41,723.51	$ 3,218.53
R205235	5	$ 41,723.51	$ 3,218.53
R205236	5	$ 41,723.51	$ 3,218.53
R205237	5	$ 41,723.51	$ 3,218.53
R205238	5	$ 41,723.51	$ 3,218.53
R205239	5	$ 41,723.51	$ 3,218.53
R205240	5	$ 41,723.51	$ 3,218.53
R205241	5	$ 41,723.51	$ 3,218.53
R205242	5	$ 41,723.51	$ 3,218.53
R205243	5	$ 41,723.51	$ 3,218.53
R205244	5	$ 41,723.51	$ 3,218.53
R205245	5	$ 41,723.51	$ 3,218.53
R205246	5	$ 41,723.51	$ 3,218.53
R205247	5	$ 41,723.51	$ 3,218.53
R205248	5	$ 41,723.51	$ 3,218.53
R205249	5	$ 41,723.51	$ 3,218.53
R205250	5	$ 41,723.51	$ 3,218.53
R205251	5	$ 41,723.51	$ 3,218.53
R205252	5	$ 41,723.51	$ 3,218.53
R205253	5	$ 41,723.51	$ 3,218.53
R205254	5	$ 41,723.51	$ 3,218.53
R205255	5	$ 41,723.51	$ 3,218.53
R205256	5	$ 41,723.51	$ 3,218.53
R205257	Non-Benefited	$ -	$ -
R205258	6	$ 43,620.03	$ 3,364.83
R205259	6	$ 43,620.03	$ 3,364.83
R205260	6	$ 43,620.03	$ 3,364.83
R205261	6	$ 43,620.03	$ 3,364.83
R205262	6	$ 43,620.03	$ 3,364.83
R205263	6	$ 43,620.03	$ 3,364.83
R205264	6	$ 43,620.03	$ 3,364.83
R205265	6	$ 43,620.03	$ 3,364.83

		Improvement Area #2	
Property ID[a]	Lot Type	Outstanding Assessment [b]	Annual Installment Due 1/31/2026 [b]
R205266	6	$ 43,620.03	$ 3,364.83
R205267	7	$ 47,413.08	$ 3,657.42
R205268	7	$ 47,413.08	$ 3,657.42
R205269	7	$ 47,413.08	$ 3,657.42
R205270	Non-Benefited	$ -	$ -
R205272	4	$ 39,826.99	$ 3,072.23
Total		**$ 6,873,000.00**	**$ 530,179.88**

Footnotes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.
[b] Outstanding Assessment prior to 1/31/2026 Annual Installment.

EXHIBIT B-1 – IMPROVEMENT AREA #1 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2024	$ 45,000	$ 441,015	$ 486,015
2025	112,000	374,196	486,196
2026	116,000	369,156	485,156
2027	121,000	363,936	484,936
2028	126,000	358,491	484,491
2029	132,000	352,821	484,821
2030	138,000	346,881	484,881
2031	144,000	340,671	484,671
2032	151,000	332,931	483,931
2033	159,000	324,815	483,815
2034	168,000	316,269	484,269
2035	176,000	307,239	483,239
2036	186,000	297,779	483,779
2037	196,000	287,781	483,781
2038	206,000	277,246	483,246
2039	217,000	266,174	483,174
2040	229,000	254,510	483,510
2041	241,000	242,201	483,201
2042	254,000	229,248	483,248
2043	268,000	215,595	483,595
2044	283,000	201,190	484,190
2045	298,000	185,625	483,625
2046	315,000	169,235	484,235
2047	333,000	151,910	484,910
2048	351,000	133,595	484,595
2049	371,000	114,290	485,290
2050	392,000	93,885	485,885
2051	414,000	72,325	486,325
2052	438,000	49,555	487,555
2053	463,000	25,465	488,465
Total[(1)]	**$7,043,000**	**$7,496,031**	**$14,539,031**

(1) Totals may not add due to rounding.

EXHIBIT B-2 – IMPROVEMENT AREA #2 DEBT SERVICE SCHEDULE

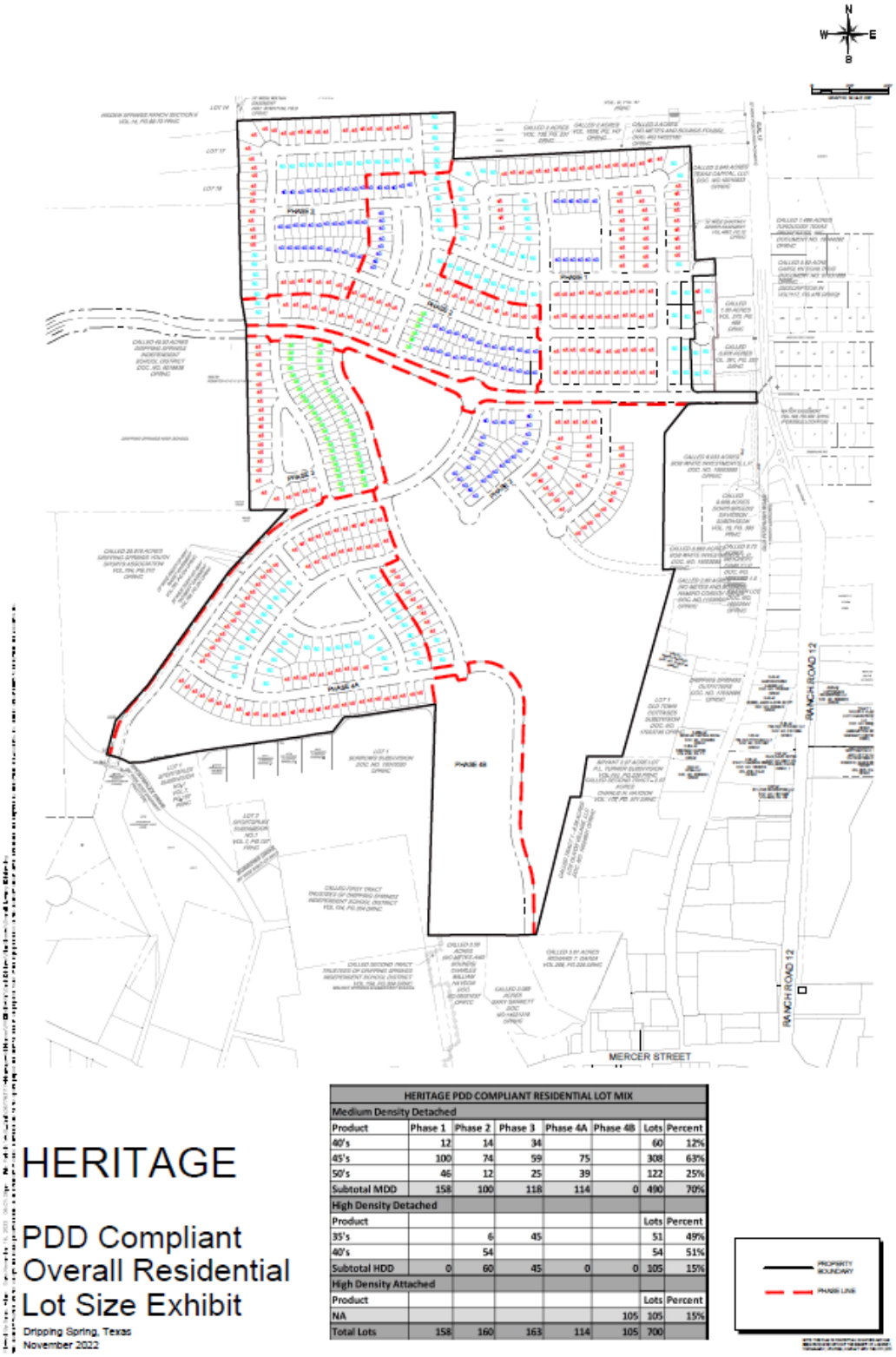
DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2025[1]	$ -	$303,366.88	$303,366.88
2026	115,000.00	346,705.00	461,705.00
2027	120,000.00	341,817.50	461,817.50
2028	125,000.00	336,717.50	461,717.50
2029	130,000.00	331,405.00	461,405.00
2030	135,000.00	325,880.00	460,880.00
2031	141,000.00	320,142.50	461,142.50
2032	147,000.00	314,150.00	461,150.00
2033	154,000.00	306,800.00	460,800.00
2034	161,000.00	299,100.00	460,100.00
2035	169,000.00	291,050.00	460,050.00
2036	178,000.00	282,600.00	460,600.00
2037	186,000.00	273,700.00	459,700.00
2038	196,000.00	264,400.00	460,400.00
2039	205,000.00	254,600.00	459,600.00
2040	215,000.00	244,350.00	459,350.00
2041	226,000.00	233,600.00	459,600.00
2042	238,000.00	222,300.00	460,300.00
2043	250,000.00	210,400.00	460,400.00
2044	262,000.00	197,900.00	459,900.00
2045	275,000.00	184,800.00	459,800.00
2046	290,000.00	170,362.50	460,362.50
2047	305,000.00	155,137.50	460,137.50
2048	322,000.00	139,125.00	461,125.00
2049	339,000.00	122,220.00	461,220.00
2050	357,000.00	104,422.50	461,422.50
2051	376,000.00	85,680.00	461,680.00
2052	397,000.00	65,940.00	462,940.00
2053	418,000.00	45,097.50	463,097.50
2054	441,000.00	23,152.50	464,152.50
Total	**$6,873,000.00**	**$6,796,921.88**	**$13,669,921.88**

[1] Interest due in 2025 will be paid from amounts on deposit in the Capitalized Interest Account.

EXHIBIT C – LOT TYPE CLASSIFICATION MAP



HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX							
Medium Density Detached							
Product	Phase 1	Phase 2	Phase 3	Phase 4A	Phase 4B	Lots	Percent
40's	12	14	34			60	12%
45's	100	74	59	75		308	63%
50's	46	12	25	39		122	25%
Subtotal MDD	158	100	118	114	0	490	70%
High Density Detached							
Product						Lots	Percent
35's		6	45			51	49%
40's		54				54	51%
Subtotal HDD	0	60	45	0	0	105	15%
High Density Attached							
Product						Lots	Percent
NA					105	105	15%
Total Lots	158	160	163	114	105	700	

EXHIBIT D – HOMEBUYER DISCLOSURES

Homebuyer disclosures for the following lot types are contained in this Exhibit:

- Improvement Area #1
  - Lot Type 1
  - Lot Type 2
  - Lot Type 3

- Improvement Area #2
  - Lot Type 4
  - Lot Type 5
  - Lot Type 6
  - Lot Type 7

HERITAGE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 – LOT TYPE 1 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $40,789.45

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2026	687.13	2,186.71	357.35	203.95	3,435.14
2027	716.75	2,155.79	200.03	200.51	3,273.08
2028	746.37	2,123.53	204.03	196.93	3,270.86
2029	781.91	2,089.95	208.12	193.20	3,273.17
2030	817.45	2,054.76	212.28	189.29	3,273.77
2031	852.99	2,017.98	216.52	185.20	3,272.69
2032	894.45	1,972.13	220.85	180.93	3,268.37
2033	941.84	1,924.05	225.27	176.46	3,267.63
2034	995.15	1,873.43	229.78	171.75	3,270.11
2035	1,042.54	1,819.94	234.37	166.78	3,263.63
2036	1,101.78	1,763.90	239.06	161.56	3,266.30
2037	1,161.01	1,704.68	243.84	156.06	3,265.59
2038	1,220.25	1,642.28	248.72	150.25	3,261.49
2039	1,285.41	1,576.69	253.69	144.15	3,259.94
2040	1,356.49	1,507.60	258.77	137.72	3,260.57
2041	1,427.57	1,434.69	263.94	130.94	3,257.14
2042	1,504.58	1,357.96	269.22	123.80	3,255.55
2043	1,587.51	1,277.08	274.60	116.28	3,255.47
2044	1,676.36	1,191.76	280.10	108.34	3,256.55
2045	1,765.21	1,099.56	285.70	99.96	3,250.43
2046	1,865.91	1,002.47	291.41	91.13	3,250.93
2047	1,972.54	899.84	297.24	81.80	3,251.42
2048	2,079.16	791.35	303.18	71.94	3,245.64
2049	2,197.63	677.00	309.25	61.55	3,245.42
2050	2,322.02	556.13	315.43	50.56	3,244.15
2051	2,452.34	428.42	321.74	38.95	3,241.45
2052	2,594.51	293.54	328.18	26.69	3,242.91
2053	2,742.60	150.84	334.74	13.71	3,241.89
Total	**$ 40,789.45**	**$ 39,574.06**	**$ 7,427.41**	**$ 3,630.39**	**$ 91,421.30**

Footnotes:

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 – LOT TYPE 2 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: $42,643.51

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2026	718.36	2,286.11	373.59	213.22	3,591.28
2027	749.33	2,253.78	209.13	209.63	3,421.86
2028	780.29	2,220.06	213.31	205.88	3,419.54
2029	817.45	2,184.95	217.58	201.98	3,421.95
2030	854.60	2,148.16	221.93	197.89	3,422.58
2031	891.76	2,109.70	226.37	193.62	3,421.45
2032	935.11	2,061.77	230.89	189.16	3,416.93
2033	984.65	2,011.51	235.51	184.48	3,416.16
2034	1,040.39	1,958.58	240.22	179.56	3,418.75
2035	1,089.93	1,902.66	245.02	174.36	3,411.98
2036	1,151.86	1,844.08	249.93	168.91	3,414.77
2037	1,213.79	1,782.17	254.92	163.15	3,414.03
2038	1,275.71	1,716.93	260.02	157.08	3,409.74
2039	1,343.83	1,648.36	265.22	150.70	3,408.11
2040	1,418.15	1,576.13	270.53	143.98	3,408.78
2041	1,492.46	1,499.90	275.94	136.89	3,405.19
2042	1,572.97	1,419.68	281.46	129.43	3,403.53
2043	1,659.67	1,335.13	287.09	121.56	3,403.45
2044	1,752.56	1,245.93	292.83	113.27	3,404.58
2045	1,845.45	1,149.54	298.68	104.50	3,398.17
2046	1,950.73	1,048.04	304.66	95.28	3,398.70
2047	2,062.20	940.75	310.75	85.52	3,399.22
2048	2,173.67	827.32	316.97	75.21	3,393.17
2049	2,297.52	707.77	323.31	64.34	3,392.94
2050	2,427.57	581.41	329.77	52.86	3,391.61
2051	2,563.81	447.89	336.37	40.72	3,388.79
2052	2,712.44	306.88	343.09	27.90	3,390.32
2053	2,867.26	157.70	349.96	14.34	3,389.25
Total	**$ 42,643.51**	**$ 41,372.88**	**$ 7,765.02**	**$ 3,795.40**	**$ 95,576.81**

Footnotes:

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 – LOT TYPE 3 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: $46,351.64

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the Dripping Springs City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2026	780.83	2,484.90	406.08	231.76	3,903.56
2027	814.49	2,449.76	227.31	227.85	3,719.41
2028	848.14	2,413.11	231.86	223.78	3,716.89
2029	888.53	2,374.94	236.49	219.54	3,719.51
2030	928.92	2,334.96	241.22	215.10	3,720.20
2031	969.31	2,293.16	246.05	210.45	3,718.96
2032	1,016.42	2,241.06	250.97	205.61	3,714.06
2033	1,070.27	2,186.42	255.99	200.53	3,713.21
2034	1,130.86	2,128.90	261.11	195.17	3,716.03
2035	1,184.71	2,068.11	266.33	189.52	3,708.67
2036	1,252.02	2,004.43	271.66	183.60	3,711.71
2037	1,319.33	1,937.14	277.09	177.34	3,710.90
2038	1,386.65	1,866.22	282.63	170.74	3,706.24
2039	1,460.69	1,791.69	288.29	163.81	3,704.47
2040	1,541.46	1,713.18	294.05	156.50	3,705.20
2041	1,622.24	1,630.33	299.93	148.80	3,701.29
2042	1,709.75	1,543.13	305.93	140.68	3,699.49
2043	1,803.98	1,451.23	312.05	132.14	3,699.40
2044	1,904.95	1,354.27	318.29	123.12	3,700.63
2045	2,005.92	1,249.50	324.66	113.59	3,693.67
2046	2,120.36	1,139.17	331.15	103.56	3,694.24
2047	2,241.52	1,022.55	337.77	92.96	3,694.80
2048	2,362.68	899.27	344.53	81.75	3,688.23
2049	2,497.31	769.32	351.42	69.94	3,687.98
2050	2,638.66	631.97	358.45	57.45	3,686.53
2051	2,786.75	486.84	365.62	44.26	3,683.47
2052	2,948.30	333.57	372.93	30.32	3,685.13
2053	3,116.59	171.41	380.39	15.58	3,683.97
Total	**$ 46,351.64**	**$ 44,970.52**	**$ 8,440.24**	**$ 4,125.44**	**$ 103,887.84**

Footnotes:

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2 – LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF DRIPPING SPRINGS, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 4 PRINCIPAL ASSESSMENT: $39,826.99

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the Dripping Springs City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 4

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2026	666.39	2,009.05	197.66	199.13	3,072.23
2027	695.36	1,980.73	251.85	195.80	3,123.75
2028	724.34	1,951.18	256.89	192.33	3,124.73
2029	753.31	1,920.39	262.02	188.70	3,124.43
2030	782.28	1,888.38	267.26	184.94	3,122.86
2031	817.05	1,855.13	272.61	181.03	3,125.82
2032	851.82	1,820.41	278.06	176.94	3,127.23
2033	892.38	1,777.81	283.62	172.68	3,126.50
2034	932.95	1,733.20	289.30	168.22	3,123.66
2035	979.30	1,686.55	295.08	163.56	3,124.49
2036	1,031.46	1,637.58	300.98	158.66	3,128.68
2037	1,077.81	1,586.01	307.00	153.50	3,124.33
2038	1,135.76	1,532.12	313.14	148.11	3,129.14
2039	1,187.91	1,475.33	319.41	142.43	3,125.08
2040	1,245.86	1,415.94	325.79	136.49	3,124.08
2041	1,309.60	1,353.64	332.31	130.26	3,125.82
2042	1,379.14	1,288.16	338.96	123.72	3,129.97
2043	1,448.68	1,219.21	345.74	116.82	3,130.44
2044	1,518.21	1,146.77	352.65	109.58	3,127.21
2045	1,593.54	1,070.86	359.70	101.99	3,126.09
2046	1,680.46	987.20	366.90	94.02	3,128.58
2047	1,767.38	898.98	374.23	85.62	3,126.21
2048	1,865.89	806.19	381.72	76.78	3,130.58
2049	1,964.40	708.23	389.35	67.45	3,129.44
2050	2,068.71	605.10	397.14	57.63	3,128.58
2051	2,178.81	496.49	405.08	47.28	3,127.67
2052	2,300.50	382.10	413.19	36.39	3,132.18
2053	2,422.19	261.33	421.45	24.89	3,129.85
2054	2,555.46	134.16	429.88	12.78	3,132.28
Total	**$ 39,826.99**	**$ 37,628.22**	**$ 9,528.98**	**$ 3,647.74**	**$ 90,631.92**

Footnotes:

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2 – LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF DRIPPING SPRINGS, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 5 PRINCIPAL ASSESSMENT: $41,723.51

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the Dripping Springs City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 5

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2026	698.12	2,104.72	207.07	208.62	3,218.53
2027	728.48	2,075.05	263.84	205.13	3,272.50
2028	758.83	2,044.09	269.12	201.48	3,273.52
2029	789.18	2,011.84	274.50	197.69	3,273.22
2030	819.54	1,978.30	279.99	193.74	3,271.57
2031	855.96	1,943.47	285.59	189.65	3,274.67
2032	892.38	1,907.09	291.30	185.37	3,276.15
2033	934.88	1,862.47	297.13	180.91	3,275.39
2034	977.37	1,815.73	303.07	176.23	3,272.40
2035	1,025.94	1,766.86	309.13	171.34	3,273.28
2036	1,080.57	1,715.56	315.32	166.21	3,277.67
2037	1,129.14	1,661.53	321.62	160.81	3,273.11
2038	1,189.85	1,605.08	328.05	155.17	3,278.14
2039	1,244.48	1,545.58	334.62	149.22	3,273.90
2040	1,305.19	1,483.36	341.31	142.99	3,272.85
2041	1,371.96	1,418.10	348.13	136.47	3,274.67
2042	1,444.81	1,349.50	355.10	129.61	3,279.02
2043	1,517.66	1,277.26	362.20	122.38	3,279.51
2044	1,590.51	1,201.38	369.44	114.80	3,276.13
2045	1,669.43	1,121.85	376.83	106.84	3,274.96
2046	1,760.49	1,034.21	384.37	98.50	3,277.56
2047	1,851.55	941.78	392.06	89.69	3,275.08
2048	1,954.75	844.58	399.90	80.44	3,279.66
2049	2,057.95	741.95	407.89	70.66	3,278.46
2050	2,167.22	633.91	416.05	60.37	3,277.56
2051	2,282.56	520.13	424.37	49.54	3,276.60
2052	2,410.04	400.30	432.86	38.12	3,281.33
2053	2,537.53	273.77	441.52	26.07	3,278.89
2054	2,677.15	140.55	450.35	13.39	3,281.44
Total	**$ 41,723.51**	**$ 39,420.04**	**$ 9,982.74**	**$ 3,821.44**	**$ 94,947.73**

Footnotes:

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2 – LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF DRIPPING SPRINGS, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 6 PRINCIPAL ASSESSMENT: $43,620.03

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the Dripping Springs City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 6

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2026	729.86	2,200.39	216.48	218.10	3,364.83
2027	761.59	2,169.37	275.84	214.45	3,421.25
2028	793.32	2,137.00	281.35	210.64	3,422.32
2029	825.06	2,103.29	286.98	206.68	3,422.00
2030	856.79	2,068.22	292.72	202.55	3,420.28
2031	894.87	2,031.81	298.57	198.27	3,423.52
2032	932.95	1,993.78	304.54	193.79	3,425.06
2033	977.37	1,947.13	310.64	189.13	3,424.27
2034	1,021.80	1,898.26	316.85	184.24	3,421.15
2035	1,072.57	1,847.17	323.18	179.13	3,422.06
2036	1,129.69	1,793.54	329.65	173.77	3,426.65
2037	1,180.46	1,737.06	336.24	168.12	3,421.88
2038	1,243.93	1,678.04	342.97	162.22	3,427.15
2039	1,301.05	1,615.84	349.83	156.00	3,422.71
2040	1,364.51	1,550.79	356.82	149.49	3,421.62
2041	1,434.33	1,482.56	363.96	142.67	3,423.52
2042	1,510.49	1,410.84	371.24	135.50	3,428.07
2043	1,586.64	1,335.32	378.66	127.95	3,428.57
2044	1,662.80	1,255.99	386.24	120.01	3,425.04
2045	1,745.31	1,172.85	393.96	111.70	3,423.82
2046	1,840.51	1,081.22	401.84	102.97	3,426.54
2047	1,935.71	984.59	409.88	93.77	3,423.95
2048	2,043.60	882.97	418.07	84.09	3,428.73
2049	2,151.49	775.68	426.44	73.87	3,427.48
2050	2,265.73	662.73	434.96	63.12	3,426.53
2051	2,386.31	543.77	443.66	51.79	3,425.54
2052	2,519.59	418.49	452.54	39.86	3,430.48
2053	2,652.87	286.21	461.59	27.26	3,427.93
2054	2,798.84	146.94	470.82	13.99	3,430.59
Total	**$ 43,620.03**	**$ 41,211.86**	**$ 10,436.50**	**$ 3,995.14**	**$ 99,263.53**

Footnotes:

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #2 – LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF DRIPPING SPRINGS, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 7 PRINCIPAL ASSESSMENT: $47,413.08

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Dripping Springs. The exact amount of each annual installment will be approved each year by the Dripping Springs City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Dripping Springs.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 7

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment[b]
2026	793.32	2,391.73	235.31	237.07	3,657.42
2027	827.81	2,358.01	299.82	233.10	3,718.75
2028	862.31	2,322.83	305.82	228.96	3,719.91
2029	896.80	2,286.18	311.93	224.65	3,719.56
2030	931.29	2,248.07	318.17	220.16	3,717.70
2031	972.68	2,208.49	324.54	215.51	3,721.21
2032	1,014.07	2,167.15	331.03	210.64	3,722.89
2033	1,062.36	2,116.45	337.65	205.57	3,722.03
2034	1,110.65	2,063.33	344.40	200.26	3,718.64
2035	1,165.84	2,007.80	351.29	194.71	3,719.63
2036	1,227.92	1,949.50	358.31	188.88	3,724.62
2037	1,283.11	1,888.11	365.48	182.74	3,719.44
2038	1,352.10	1,823.95	372.79	176.32	3,725.16
2039	1,414.18	1,756.35	380.25	169.56	3,720.34
2040	1,483.17	1,685.64	387.85	162.49	3,719.15
2041	1,559.05	1,611.48	395.61	155.08	3,721.21
2042	1,641.83	1,533.53	403.52	147.28	3,726.16
2043	1,724.61	1,451.43	411.59	139.07	3,726.71
2044	1,807.40	1,365.20	419.82	130.45	3,722.87
2045	1,897.08	1,274.83	428.22	121.41	3,721.54
2046	2,000.55	1,175.24	436.78	111.93	3,724.50
2047	2,104.03	1,070.21	445.52	101.92	3,721.68
2048	2,221.30	959.75	454.43	91.40	3,726.88
2049	2,338.58	843.13	463.52	80.30	3,725.52
2050	2,462.75	720.35	472.79	68.61	3,724.49
2051	2,593.82	591.06	482.24	56.29	3,723.41
2052	2,738.69	454.88	491.89	43.32	3,728.78
2053	2,883.55	311.10	501.73	29.63	3,726.01
2054	3,042.22	159.72	511.76	15.21	3,728.91
Total	**$ 47,413.08**	**$ 44,795.50**	**$ 11,344.03**	**$ 4,342.54**	**$ 107,895.14**

Footnotes:

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: August 19, 2025

Agenda Item Wording: **Discuss and consider approval of an amended Wastewater Utility Agreement with Dripping Springs Partners, LP and Taylor Morrison of Texas, Inc. for the Village Grove Subdivision.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: The City has a wastewater utility agreement with Dripping Springs Partners, LP, and Taylor Morrison of Texas, Inc., to provide 531 residential LUEs, 8 amenity center LUEs, and 32 commercial / governmental / utility / institutional LUEs to the Village Grove Subdivision. The agreement allows for a temporary Package Plant. It does not allow for any Pump and Haul.
The Village Grove Owners have an agreement in-place with North DSP, LLC ("North DSP") and Pulte Homes of Texas, L.P., a Texas limited partnership ("Pulte"), the owners of Gateway Village ("Gateway Owners") wherein Village Grove Owners and Gateway Owners have agreed to cooperate to provide temporary wastewater service to the Land and to the land for Gateway Village. The City is not a party to that agreement and has no obligations under that agreement.
The purpose of this Amendment is to facilitate the cooperation between the Gateway Owners and the Village Grove Owners.
This Amendment facilitates the cooperation by Amending the Village Grove Agreement in the following ways:

1) The Amendment allows Gateway Village to share the 75 Pump & Haul LUEs to which it is entitled with Village Grove. Under no circumstances, however, may the two developments collectively exceed the 75 Pump & Haul LUEs to which Gateway Village is entitled. In other words, no new Pump & Haul LUEs are being allowed, but this Amendment allows the two development to share what has already been allowed.
2) Despite the fact that the Pump & Haul LUEs may be shared, the Amendment makes clear that Pump & Haul must cease in favor of a temporary Package Plant or the discharge plant as quickly as is commercially feasible.

This Amendment also provides clarifications to the Original Agreements as follows:

1) Clarifying the definitions of Package Plant and Pump & Haul Facilities;
2) Making it clear that the City collects revenue from rate payers when the City operates the temporary Package Plant.
3) Making it clear that Developers pay the cost of the lease or purchase of the Package Plant.
4) Making it clear that that the City will operate the Package Plant.

This Amendment also provides clarifications to Pump & Haul obligations as follows:

1) Making it clear that no certificate of occupancy will be issued unless wastewater service is available.
2) Assuring that Owner shall contract with a company that holds all licenses required by the TCEQ and has the experience, expertise and financial capacity (the "Provider") to Pump and Haul wastewater from the Development and to maintain all Pump and Haul facilities.
3) Clarifying that City collects rates for Pump & Haul and Owners will assuredly lose money by operating Pump & Haul facilities.

Commission Recommendations: N/A

Recommended Council Actions: Approve the Amendment.

Attachments: Draft Amendment.

FIRST AMENDMENT
TO WASTEWATER UTILITY SERVICE AND FEE AGREEMENT
(VILLAGE GROVE)

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This **FIRST AMENDMENT TO WASTEWATER UTILITY SERVICE AND FEE AGREEMENT** (this "*Amendment*") is entered into effective as of August 12, 2025 between the **CITY OF DRIPPING SPRINGS, TEXAS**, a general law city located in Hays County, Texas (the "*City*") **DRIPPING SPRINGS PARTNERS, LP**, a Texas limited partnership ("*DSP*"), and **TAYLOR MORRISON OF TEXAS, INC.,** a Texas corporation ("TM"). The City, DSP, and TM are sometimes referred to herein as the "*Parties*" and individually as a "*Party*".

RECITALS

The City and Dripping Springs Partners, LLC, a Texas limited liability company are parties to that certain "Wastewater Utility Service and Fee Agreement" dated effective June 21, 2022 (the "*Original Agreement*"), which, among other things, provided for wastewater service to the Land as defined in the Original Agreement.

By assignment executed _____, Dripping Springs Partners, LLC ("LLC") transferred to DSP all of LLC's right, title, interest and obligations in and to the Original Agreement.

By assignment executed May 21, 2024, DSP transferred to TM a portion of DSP's right, title, interest and obligations in and to the Original Agreement to the extent and only to the extent of 331 residential LUEs and TM agreed to accept the rights and fulfill the obligations of DSP contained in the Original Agreement as they pe1tain to the 331 residential LUEs.

Owner has an agreement in-place with North DSP, LLC ("North DSP") and Pulte Homes of Texas, L.P., a Texas limited partnership ("Pulte"), the owners of Gateway Village ("Gateway Owners") wherein Owner and Gateway Owners have agreed to cooperate to provide temporary wastewater service to the Land and to the land for which North DSP has a wastewater agreement with the City (specifically that property that is commonly referred to as Gateway Village). The City is not a party to that agreement and has no obligations under that agreement, but desires to facilitate such cooperation where possible.

Since the time the Original Agreement was executed circumstances have changed that justify modifications to the Original Agreement and the Parties agree that such modifications are warranted to protect the health, safety, and general welfare of the community.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Original Agreement.

2. The definition for **Owner** (section 1.16 of the Original Agreement) is deleted in its entirety and the following is substituted therefor:

> **1.16 Owner**. Dripping Springs Partners, LP, a Texas limited partnership and Taylor Morrison of Texas, Inc., a Texas corporation.

3. The definition for **Package Plant** (section 1.19 of the Original Agreement) is deleted in its entirety and the following is substituted therefor:

> **1.19 Package Plant**. The tempora1y wastewater treatment facility operated and maintained by City that will provide wastewater treatment services to the Development until the Discharge Permit is issued and the System facilities are sufficient to accept the wastewater from the Land. The temporary wastewater treatment facility may include any type of plant, including a bypass plant or reclaimer rig, that is authorized by a TCEQ permit and operated in accordance with TCEQ regulations.

4. The following defined term is hereby added to the Original Agreement as section 1.20-A :

> **1.20-A Pump & Haul Facilities.** The facilities located on the Land for the removal or treatment of sewage from the Land through pump and haul and related infrastructure intended for the temporary use (although of uncertain duration) until the Package Plant or the System facilities are sufficient to accept the wastewater from the Land.

5. The first sentence of Section 3.2.a from the Original Agreement is deleted in its entirety and the following is substituted therefor:

> a. Subject to **§ 3.2.b. and 3.2.b-1** below, City will provide wastewater treatment service for the Land utilizing the Package Plant and City will charge its standard retail wastewater service rates to users within the Development.

6. Section 3.2.b-1 is hereby added to the Original Agreement (after 3.2.b):

> **3.2.b-1 Pump and Haul Facilities.**
>
> a. Subject to the provisions of Section 3.2.b-1a.2. below, Owner may construct and operate Pump & Haul Facilities as follows:
>
> 1. Pursuant to the wastewater agreement between the City and North DSP, North DSP has a right to utilize Pump & Haul Facilities for up to 75 LUEs. As long as the gross LUEs used by North DSP and Gateway Village do not exceed 75, the City acknowledges that North DSP may from time to time assign some or all of the 75 LUEs to Owner as Owner and North DSP may agree, and Owner will promptly notify the City of each assignment of LUEs in writing. Under no circumstances may Owner and North DSP utilize Pump & Haul Facilities Owner that combined exceed 75 LUEs. In other words, by way of

example only, Owner and North DSP may agree to Owner using Pump & Haul Facilities for 50 LUEs and North DSP using 25 LUEs, but that would be the limit for both. Because the allocation will be determined privately between Owner and North DSP, insofar as the City is concerned, the 75 LUE's will be made available by the City to Owner and North DSP on a first come first serve basis. These 75 LUEs are a temporary solution to wastewater needs of the Development and the North DSP (Gateway Village) development. Under no circumstances may Owner and North DSP combined utilize Pump & Haul Facilities for more than 75 LUEs.

2. Use of the Pump & Haul Facilities by Owner must be terminated as quickly as is practically possible as soon as either the Package Plant is available to process wastewater or the existing System and/or East Interceptor Line is available to transport and process wastewater. Use of the Package Plant Facilities by Owner must be terminated as quickly as is practically possible when the System is available to transport and process all wastewater from the Development. The Parties both agree that Pump & Haul Facilities is not the preferred method of wastewater treatment. The Parties also both agree that the use of the System is preferable to the Package Plant as a method of wastewater treatment. Owner commits to pursue Package Plant authorization and construction as quickly as is commercially feasible. City commits to pursue construction of the East Interceptor Line and construction of the System facilities pursuant to the Discharge Permit as quickly as is commercially feasible after issuance of the Discharge Permit is no longer appealable. Owner commits to converting from Pump & Haul or the Package Plant to the System as quickly as is commercially feasible. Upon converting from Pump & Haul to the Package Plant or the System, Owner shall remove at its own expense all Pump & Haul Facilities that will not be utilized for the Package Plant or for the System.

b. The City will issue building permits for Units that will be connected to Pump & Haul Facilities so long as the design for the Pump & Haul Facilities is complete and approved by the City. The failure to construct Onsite or Offsite Facilities shall not prevent Owner from obtaining certificates of occupancy within the Project, subject to full compliance with the following terms and conditions:

1. The facilities necessary to provide pump and haul service to the Unit for which a certificate of occupancy is to be issued have been completed and passed inspection by City, and wastewater

service by pump and haul under this Agreement is otherwise available to the Unit.

2. Owner is in compliance with the terms and conditions of this Agreement.
3. Owner demonstrates to City that Owner has a current contract with a pump and haul provider that meets the requirements of this Agreement.
4. All other conditions for issuance of a Unit building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.
5. Upon satisfaction of items 1, 2 and 3 above, building permits for no more that 4 model homes (not for residential occupancy) will be issued by City staff.

c. Service Provided. In consideration for City authorizing the issuance of building permits and certificates of occupancy as provided herein, Owner, at its sole cost and expense, shall cause wastewater from the Development to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, until such time that the Package Plant or the System is capable of receiving the wastewater generated at the Development. Design of and specifications related to the Pump & Haul Facilities must be provided to City Engineer for approval and must be approved by City Engineer prior to installation of such facilities. Owner is solely responsible for all design, construction and operation of the Pump & Haul Facilities. Except as specifically provided herein, costs related to the design, construction, and operation of the Pump & Haul facilities are not eligible to be reimbursed by City in any manner. Owner is solely responsible for the costs of all design, construction, operation, and removal of the Pump & Haul Facilities. Owner shall maintain all Pump & Haul Facilities in good repair and working condition and assure that all wastewater effluent is managed in compliance with applicable law. The drop manhole "E-49" located at station 172+43.56 East Interceptor Segment 1 will be used as the wet well for the Pump & Haul system. A detailed plan signed and sealed by a professional engineer licensed in the State of Texas will be submitted to the City for approval. The plan shall include (i) all weather access road to final collection site, (ii) calculations of projected flow, (iii) calculations of float elevations and wet well volumes during peak wet weather flow, (iv) plan and profile of wet well/holding tank and sewer main(s), including maximum design level elevation on profile, (v) calculations of storage volume in sewer laterals to be backed up, and (vi) constant storage tank monitoring with auto-dialer. Owner will report any spills or leaks from the Pump & Haul Facilities to the Deputy City Administrator immediately, but no later than 12 hours of discovery. Owner will cooperate with City to provide any information to and file any reports with the Texas Commission on Environmental Quality or successor agency (the "TCEQ") as required by law. Upon termination of use of the Pump &

Haul Facilities, Owner will remove at its sole cost and expense the Pump & Haul Facilities (except for those facilities that will be used for the Onsite or Offsite Facilities). Pump and Haul service shall be temporary and shall be terminated as soon as practicable and replaced with wastewater service through the Package Plant or the System. Wastewater Service through pump and haul facilities on the Land shall not exceed 75 LUEs.

d. Pump and Haul Provider. Owner shall contract with a company that holds all licenses required by the TCEQ and has the experience, expertise and financial capacity (the "Provider") to pump and haul wastewater from the Development and to maintain all pump and haul facilities. The Provider shall also not owe any delinquent taxes or fees to City nor shall the Provider be in material default under any agreement by and between the Provider and City. Owner shall further maintain with City at all times the Provider's current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal. The Provider shall maintain insurance in an amount that is acceptable to City.

e. Fees and Charges. City shall charge and collect standard wastewater rates and fees (including impact fees) to customers on a particular lot receiving wastewater service through Pump & Haul Facilities (hereafter "Pump and Haul Lot"). The monthly fees and charges charged to the Pump and Haul Lot customer will be equivalent to an estimated average of that charged to other residential City customers that are not utilizing a pump and haul system. Fees and charges to Pump and Haul Lot customers shall not be calculated to pay the costs and expenses of the Pump & Haul Facilities. Until the Pump and Haul Lots are converted to permanent wastewater service, the money collected for the monthly wastewater charge shall be delivered to Owner (less a 6% administrative charge) to assist with the costs of operating the pump and haul system. Owner understands and agrees that it will not likely recoup the costs of pump and haul from users of the Pump & Haul Facilities, and that Owner is responsible for any deficiency in its operation. Owner will receive no impact fee credit or reimbursement for Pump & Haul Facilities or for the removal of any Pump & Haul Facilities.

f. Records. Owner shall make commercially reasonable efforts to cause the Provider to maintain complete records of the pump and haul service provided, and Owner shall maintain with City a copy of any reports required by applicable state and federal regulations, related to providing pump and haul services.

g. Transition of Services. City and Owner shall reasonably cooperate to smoothly transition wastewater service from Owner to City upon completion of the Package Plant or the System.

h. Enforcement Actions. In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the pump and haul services provided under this Amendment, Owner shall be responsible for payment of said penalties within the time required under the order or applicable law.

i. Notice of Agreement and Pump and Haul Services. A memorandum of this Agreement ("Memorandum") acceptable to City and Owner shall be recorded in the Official Public Records of Hays County, Texas that places prospective property owners on notice that wastewater service may be provided by pump and haul service. Owner shall further give notice to purchasers of lots within the Development that wastewater service will be provided by pump and haul until completion of the Package Plant or System improvements and shall cause homebuilders who purchase lots within the Development to give such notice to subsequent purchasers.

j. Pumping for Pump and haul activities may only be from a location approved by the City.

7. Section 3.2.e of the Original Agreement is deleted in its entirety and the following is substituted therefor:

e. Owner will be responsible for the cost of the designing, permitting, construction, and installation of the Package Plant and associated facilities (including necessary irrigation fields). If a leased package plant is utilized, Owner will be responsible for the cost of the lease/rental. After construction of the Onsite Facilities required for the Package Plant to be operated (including the necessary irrigation fields) and after construction of the Package Plant, the City shall operate (but not own) the Package Plant and its associated facilities. All Onsite Facilities associated with the Package Plant and easements shall be owned by Owner but and City will operate such facilities and be solely responsible for the cost, maintenance and repair of the Onsite Facilities (but in no event will the City be responsible for the lease payments or purchase price of the Package Plant); Notwithstanding any of the foregoing, Owner will be responsible for the cost of and maintenance of and repair of the irrigation fields. City will bill retail customers and retain all monies collected from retail customers to cover the costs of operating the Package Plant and its associated facilities; provided, however, if City ceases to operate the Package Plant, the successor operator will bill retail customers and retain all monies collected from retail customers to cover the costs of operating the Package Plant and its associated facilities.

8. The second sentence of section 3.3 of the Original Agreement is deleted in its entirety and the following is substituted therefor:

Except for facilities needed to utilize the Package Plant shall be removed at Owner's sole expense in accordance with 30 Tex. Admin. Code § 222.163 requirements and as approved by the City. Except for the Package Plant itself,

which must be removed, to the extent that any of the facilities associated with the Package Plant (such as the irrigation fields or storage tanks) are used for beneficial reuse or are otherwise useful for the Development, such facilities may remain on the Land.

9. Phasing of Package Plant. This Amendment clarifies that notwithstanding anything in the Original Agreement to the contrary, the Package Plant may be built in phases consistent with its TCEQ Permit. As such, as long as construction of the Package Plant is phased in accordance with TCEQ guidelines and regulations, the City will issue building permits and certificates of occupancy for homes that will be connected to the constructed Package Plant in phases as well. To the extent the TCEQ permit so allows, and to the extent agreed upon between Owner and North DSP, Owner and North DSP may utilize the Package Plant for both the Land and for the land to be developed by North DSP (Gateway Village). To the extent that TCEQ authorizes the reduction in the number of gallons per day allocated to a LUE for the Package Plant, the City will allow an increase in available LUEs commiserate with such reduction provided the number of gallons per day does not exceed 100,000.

10. Warranty. Notwithstanding Section 4.4 of the Original Agreement, and in addition to the warranty specified in Section 4.4 of the Original Agreement, Owner agrees that Owner's Contractor will provide an additional 3-year warranty beyond the typical 2 year warranty (5 years total) for the 3 utility crossings only (the wastewater and Storm crossings along Village Grove Parkway).

11. Agreement between Owner and owner of Gateway Village. Nothing in the Original Agreement or this Amendment should be construed to address private arrangements as between Owner and the owner of Gateway Village.

12. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Original Agreement continue to govern the rights and obligations of the Parties, and the terms of the Original Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Original Agreement, this Amendment will control and modify the Original Agreement.

13. Ratification. By entering into this Amendment, the Parties hereby ratify the Original Agreement, and affirm and agree that it is in full force and effect, as amended. TM agrees to accept the rights and fulfill the obligations of DSP contained in the Original Agreement as they pe1tain to the 331 residential LUEs. TM and DSP, not the City, are responsible to allocate responsibilities for and obligations from the Original Agreement.

14. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, DocuSign or .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

COUNTERPART SIGNATURE PAGE TO:

FIRST AMENDMENT
TO WASTEWATER UTILITY SERVICE AND FEE AGREEMENT
(VILLAGE GROVE)

CITY:

CITY OF DRIPPING SPRINGS, TEXAS

By:_____

Name:_____

Title:_____

Date:_____

COUNTERPART SIGNATURE PAGE TO:

FIRST AMENDMENT
TO WASTEWATER UTILITY SERVICE AND FEE AGREEMENT
(VILLAGE GROVE)

DSP:

DRIPPING SPRINGS PARTNERS, LP
A Texas limited partnership
By its general partner:
DS Partners, LLC
a Texas limited liability company

By:_____
Name: Matthew Scrivener
Title: Manager

Date:_____

COUNTERPART SIGNATURE PAGE TO:

FIRST AMENDMENT
TO WASTEWATER UTILITY SERVICE AND FEE AGREEMENT
(VILLAGE GROVE)

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

By:_____

Name:_____

Title:_____

Date:_____

WASTEWATER UTILITY SERVICE AND FEE AGREEMENT

This Wastewater Utility Service and Fee Agreement ("**Agreement**") is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("**City**"), and Dripping Springs Partners, LLC, a Texas limited liability company, whose address is 7401 Highway 71 W, Austin, Texas 78735 ("**Owner**").

RECITALS:

A. Owner is the owner of 95.31 acres, and is purchasing 17.038 acres from 740 Sports Park, LLC 17 acres (the 95.31 acre tract and the 17.038 acre tract are jointly hereinafter referred to as the "Land"), the Land being more particularly described on **Exhibit A,** which Land is located wholly within the City and in Hays County, Texas (the "**County**"); and

B. Owner intends to develop the Land as a master-planned, residential, commercial and governmental/utility/institutional community with improvements and infrastructure pursuant to a series of final plats and approved construction plan to be approved by the City (the "**Project**");

C. No sewer collection treatment and disposal system presently exists to serve the Land;

D. Owner desires to receive wastewater service for the Land through the System and to connect to the System through the City's South Regional wastewater collection line;

E. Subject to the terms of this Agreement, the City will allow Owner to receive wastewater service for the Land through the System and to connect to the System through the City's East Interceptor wastewater collection line that is yet to be constructed;

F. This Agreement is necessary to protect the health, safety, and general welfare of the community, to limit the harmful effects of substandard subdivisions.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE I. DEFINITIONS

1.1 Agreement. This agreement between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 Chapter 395. Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

1.3 City. The City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

1.4 City Engineer. The person or firm designated by the City Council as the wastewater engineer for the City.

1.5 City Utility Standards. City standards for design, location, construction, installation and operation of wastewater and drainage utility infrastructure, as of the date of this Agreement, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

(a) Utilities (Chapter 20)
(b) Development and Water Quality Protection (Chapter 22)
(c) Building Regulations (Chapter 24)
(d) Subdivision and Site Development (Chapter 28)

1.6 Connection Point. The location where the Onsite Facilities connect to the System (on the East Interceptor Line) as shown on the attached **Exhibit C.**

1.7 Contractor. A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land, as further described in **§4.3**.

1.8 Development. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the final plat and approved construction plan.

1.9 Discharge Permit. The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003. Notwithstanding such authorization, it is City's goal to beneficially reuse all of the treated effluent that is authorized to be discharged by the Discharge Permit.

1.10 East Interceptor Line. The east interceptor wastewater collection line to be constructed to carry sewage to the WWTP. The East Interceptor Line has not yet been constructed and therefore the alignment has not yet been determined by the City.

1.11 Effective Date. The date set forth as the Effective Date in **§8.13** below.

1.12 Impact Fees. Impact Fees adopted by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance.

1.13 Land. Those certain tracts of land being more particularly described in **Exhibit A.**

1.14 LUE. Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

1.15 Notice. Notice as defined in **§8.2** of this Agreement.

1.16 Owner. Dripping Springs Partners, LLC, a Texas limited liability company.

1.17 Onsite Facilities. All wastewater facilities, equipment, reuse storage tanks, or related improvements necessary to serve the Land between the structures on the Land. To the extent that any lift stations are required to pump the wastewater to the Connection Point, such lift station would be included in the definition of Onsite Facility.

1.18 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and not located on the Land and being located between the Onsite Facilities and the Connection Point, if any.

1.19 Package Plant. The temporary wastewater treatment facility operated and maintained by City that will provide wastewater treatment services to the Development until the Discharge Permit is issued and the System facilities are sufficient to accept the wastewater from the Land.

1.20 Party. Individually, City or Owner and any successors and assigns, as permitted by this Agreement.

1.21 South Regional Wastewater Treatment Plant or "WWTP". The wastewater treatment facility that is currently authorized by TCEQ Permit No. WQ0014488001 and that is located approximately 0.55 mile east of the intersection of Ranch Road 12 and Farm-to-Market Road 150, as measured along Farm-to-Market Road 150, and from that point, approximately 1,110 feet south of Farm-to-Market Road 150.

1.22 System. City's South Regional Wastewater Treatment System, including City's WWTP and all of City-owned collection facilities transporting wastewater to that plant, including the East Interceptor Line.

1.23 TCEQ. Texas Commission on Environmental Quality, or its successor agencies.

1.24 Temporary Construction Staging Area. The temporary construction staging area shown on Exhibit F 9or as otherwise agreed by the Parties) needed for construction of City wastewater facilities.

1.25 TLAP Permit. The Texas Land Application Permit.

1.26 Unit. A structure located on the Land that will be assigned a wastewater LUE by City.

ARTICLE II. SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. Notwithstanding anything contained in this Agreement to the contrary, City will be the exclusive provider of wastewater collection and treatment service to the Development through the System or the Package Plant in an amount up to 531residential LUEs, 8

amenity center LUEs and 32 commercial/governmental/utility/institutional LUEs. City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite Facilities to the System or the Package Plant pursuant to this Agreement. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time.

ARTICLE III. WASTEWATER SERVICE, FACILITIES CONSTRUCTION AND OPERATION

3.1 Service.

a. **Discharge Permit.** City has received the Discharge Permit, but due to legal proceedings, the City is unable to employ the Discharge Permit. The City is pursuing the acquisition of the necessary easements that will allow the construction of the East Interceptor Line and proposed new wastewater treatment plant (TCEQ Permit No. WQ0014488003) expansion that will allow sewage from the Land to be permanently transported to the East Interceptor Line and ultimately to be treated at City's proposed new wastewater treatment plant facility, as modified in accordance with the Discharge Permit. City pays all costs associated with the Discharge Permit including engineering and legal. City will construct, at its sole cost, the East Interceptor Line. Once the legal proceedings are resolved to allow the Discharge Permit to take effect, and the City has completed construction of the improvements to the System sufficient to accept the wastewater from the Land (including the East Interceptor Line and new wastewater treatment plant facility), City will permanently provide wastewater service from the Development to the System to allow the wastewater from the Land to be treated at the City wastewater facility. Owner shall be responsible for all costs associated with removing any Package Plant facilities and irrigation facilities associated with the Package Plant that are not needed for connection to the System.

b. **TLAP Permit.** Subject to receiving City's approvals as described in this paragraph, within 60 days after the approval by City of the initial preliminary plat for the Development, Owner will apply for and use its reasonable efforts to obtain a TLAP Permit to allow (i) the Package Plant to be built and (ii) such other terms as are agreeable to the Parties. Owner must obtain City approval for the phases and size and capacity of the Package Plant associated with each phase that are submitted with the TLAP Permit application which approval shall not be unreasonably withheld, conditioned or delayed. The TLAP Permit will allow for interim irrigation for the disposal of treated effluent. Construction of the Package Plant built pursuant to the TLAP Permit is subject to the terms of this Agreement. City will prepare a letter in support of the TLAP Permit and will otherwise reasonably support and assist in obtaining approval of the application. Without limiting the generality of the prior sentence, City will provide for attendance at TCEQ hearings by its personnel if requested by Owner and will cooperate with Owner in preparing and submitting written

testimony in support of the TLAP Permit. Owner pays all costs associated with the TLAP Permit (and City's reasonable out of pocket costs).

Prior to submission of the TLAP Permit application to TCEQ, City shall promptly review the application and shall provide to Owner its comments and its written approval of the application. City recognizes that time is of the essence once the completed application is prepared by Owner and submitted to City for review and approval, and City's approval (which shall include approval of phasing) shall not be unreasonably withheld, conditioned or delayed. The application will comply with this Agreement and with all TCEQ requirements for such permit applications. Owner shall reimburse City for all necessary and reasonable costs City incurs for its review of and comment on the TLAP Permit application, provided specifically that such expenses shall include but not be limited to attorneys' fees and costs, and expert fees and expenses. Such reimbursement shall not include the time spent by employees of (as distinguished from outside Contractors of) City.

3.2 Temporary Wastewater Service of the Land.

a. Subject to **§3.2.b**. below, City will provide wastewater treatment service for the Land utilizing the Package Plant and City will charge its standard retail wastewater service rates to users within the Development. All Onsite Facilities and easements necessary for connection to the System shall be constructed or provided by Owner at no cost to City.

b. In the event the System cannot receive wastewater flow from the Development then prior to obtaining a Unit building permit in the Development for a Unit that will use a LUE, Owner shall connect the Development's wastewater to the Package Plant. In other words, the Package Plant must be approved by TCEQ, and City and construction started prior to the issuance of any Building Permits. Upon completion of the Package Plant, all flows shall be directed to and treated by the Package Plant until such time as the flows may be diverted to the System authorized by the Discharge Permit.

c. Within 180 days of the submittal of the TLAP permit to TCEQ as described in **§3.1.b**, Owner will deliver to City its design calculations and construction documents of the Package Plant and the specifications of the Package Plant. City shall deliver its comments on the design and specifications within 60 days after receipt of same.

d. Once City and Owner agree on the specifications for the Package Plant, Owner shall be responsible for the following (at no cost to City):

   (i.) The costs and construction of the collection system from individual lots or properties on the Land to a central location for treatment or removal.

(ii.) The funding and the mobilization of the Package Plant and related infrastructure for the proper operation of the Package Plant, including irrigation lines thereto and reuse storage tanks as each phase is needed. The term "mobilization" in this sub-paragraph shall mean the delivery of the Package Plant to the Land, its proper set up on the Land as required by City and such other work as may be required by City to make the Package Plant operational, including, but not limited to the phases of the irrigation lines thereto and the reuse storage tanks. Owner shall mobilize the Package Plant and construct the irrigation lines thereto and place the necessary reuse storage tank(s) within 120 days after the later to occur of (A) the approval of the specifications of the Package Plant by City and execution of a construction contract for the irrigation lines, or (B) the approval of the TLAP Permit by TCEQ. All such out of pocket costs for the mobilization of the Package Plant and related infrastructure paid by Owner and shall not be reimbursed by City.

(iii.) Providing the necessary easements and land (reasonably acceptable to City) needed for siting, construction and operation of all Onsite Facilities and Onsite Treatment Facilities necessary for the operation of the Package Plant.

After construction of the Onsite Facilities and the facilities described in §3.2 d. (ii) above (including the Package Plant), upon acceptance of same by City, all Onsite Facilities and easements shall be turned over to City and City will be solely responsible for the cost, operation, maintenance and repair of the Onsite Facilities; provided, however, City and Owner acknowledge that the some of the easements associated with the Onsite Facilities are temporary and shall be terminated and released, where appropriate, upon the permanent connection to the System.

e. Owner shall notify City in writing immediately upon receiving a permit from TCEQ that authorizes the use of a Package Plant on the Land. Within 60 days after Owner obtains a permit from TCEQ that authorizes the Package Plant on the Land, City shall operate the Package Plant (no lease shall be executed by Owner or its affiliates for the Package Plant without prior City approval). Furthermore, after construction or installation of the Package Plant, and upon acceptance of same by City, the Package Plant shall be turned over to City and City will be solely responsible for the cost, rent (if applicable), operation, maintenance, and repair of the Package Plant and reuse storage tanks. City will bill retail customers and retain all monies collected from retail customers.

f. Owner, or its assigns, will remain responsible to mow (and conduct surface maintenance of) the irrigation fields in accordance with the permit issued for the Package Plant as long as the Package Plant is in service.

3.3 Termination of Package Plant. As soon as the East Interceptor Line and the wastewater plant authorized by the Discharge Permit ("Discharge Permit WWTP") is complete and City is authorized to and physically able to receive wastewater from the Development, City will notify Owner and Owner will begin, with deliberate speed, the cessation of the use of the Package Plant in favor of the System. Except for facilities needed to utilize the System (including the reuse storage tanks), all the facilities associated with the Package Plant and the irrigation fields shall be removed at Owner's sole expense (other than reuse facilities) in accordance with 30 Tex. Admin. Code § 222.163 requirements and as approved by the City.

3.4 Stub-Outs for Foster Tract. As part of construction of Phase I of the Development, Owner will install at its expense two water stub-outs and two wastewater stub-outs for possible future water and wastewater service to the property identified as the Foster Tract shown on **Exhibit C**. The stub-outs shall be a size directed by the City.

3.5 Transfer of Storage Tanks. Upon completion of all of the phases and the termination of the Package Plant due to the System being able to receive wastewater from the Development, the reuse storage tanks shall be transferred to the City.

ARTICLE IV. INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

4.1 Construction Standards. Owner shall construct all Onsite Facilities in compliance with (a) this **Article 4**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

4.2 Construction in Phases. The Onsite Facilities may be constructed in separate phases, and as such, the requirements in this Agreement apply separately to each phase.

4.3 Onsite Facilities. Owner is required to fund, construct and install the Onsite Facilities within the Development. Except for individual service connections to Units on the Land, upon acceptance by City, the Onsite Facilities shall be dedicated to City and such facilities shall be owned, operated and maintained by City. The Onsite Facilities are to be built at Owner's sole cost.

4.4 Construction Warranty and Guarantee. Any facilities to be dedicated to City shall have a contract warranty with a guarantee of 2 years, enforceable by City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes Owner and its permitted assigns, including City, and (ii) include the following provision:

> "Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and Owner. The Engineer and Owner shall be given not less than 20 days'

notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.
During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse."

Owner shall provide a copy of the contract to City upon execution, assign the contract to City and shall immediately advise City of any notice it receives under this provision, and send City a copy of the notice as provided in this Agreement.

4.5 Construction Plan Review and Approval. City has the right to review and approve all plans and specifications for the Onsite Facilities and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Facilities with City for review and approval. Construction of the Onsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

4.6 City Inspections. City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Onsite Facilities, including any connections to onsite structures and to City's System. In addition, Owner or its Contractor shall notify City when the Onsite Facilities are ready for final inspection and connection to City's System. If City concurs that construction of the Onsite Facilities is substantially complete, then City will schedule a final inspection by City within twenty (20) days. After such final inspection, Owner shall timely correct any punch list items.

4.7 Review and Inspection Fees. Owner shall pay all of the City Engineer's fees for review of plans, and the construction phase(s) and final inspections.

4.8 Connection to the System. After the permanent connection to the System, Owner shall connect all wastewater flows up to 571 LUEs from the Land to the System in compliance with the City's Wastewater Ordinance.

4.9 Delivery of Drawings. Upon completion of the Onsite Facilities, the Developer shall provide to the City: (i) three sets of record drawings of the as-built plans, including complete and accurate locations of all Onsite Facilities (ii) AutoCAD plans; (iii) GPS files noting location of the Onsite Facilities; (iv) a certification sealed by a registered professional engineer stating that the Onsite Facilities are fully completed in substantial compliance with the Plans and Specifications approved by the City and in accordance with the as-built plans; and (v) all items listed in the City's Wastewater Close-Out List (attached as **Exhibit G**).

ARTICLE V. FEES AND CHARGES

5.1 Impact Fees. The payment for the Impact Fees for each LUE will be due upon such time as the permit required for construction of Units for that LUE is submitted to City in an amount required under the Impact Fee Ordinance and shall be $7,580.00 per LUE. Connection of any structure on the Land to the Package Plant or the System is prohibited until Owner, or its assigns, pays the Impact Fees as required herein. This Agreement is an agreement providing for the time and method of payment of the Impact Fees. Owner is not entitled to any reimbursement of Impact Fees.

5.2 Beneficial Reuse Infrastructure. Rather than provide beneficial reuse infrastructure on the Land, Owner, or its assigns, shall pay $1,675.00 per LUE for each lot within a final plat approved by City. Such payment is to be used by City in funding beneficial reuse infrastructure at another location. This payment shall be due within sixty (60) days after the recording of each final plat of the Project. City stipulates and confirms that the payment made by Owner pursuant to this paragraph constitutes complete compliance with Chapter 22, Article 22.06.007 of the City's Code of Ordinances.

ARTICLE VI. EASEMENTS

6.1 Onsite Facility Easements. Owner shall dedicate to City all easements necessary for Onsite Facilities at no cost to City.

6.2 Offsite Facilities Easements. City shall acquire all easements necessary for Offsite Facilities at no cost to City, provided however that if City has existing easements that can be used for Offsite Facilities, City shall allow their use at no expense to Owner. If necessary, City will use its eminent domain power to acquire all easements necessary for Offsite Facilities. City shall maintain all acquired easements at City's sole cost. Owner will reimburse City for all reasonable costs of acquisition of easements; provided, however, if the reimbursement to City exceeds $25,000.00, such excess shall be credited against the Project's wastewater impact fees.

6.3 Easements from Owner. Owner shall provide to City a non-exclusive easement or easements, if necessary, to access the Proposed Development's private roadways to access Onsite Facilities, Offsite Facilities, Wastewater Facilities and Package Plant. Prior to execution of any such easement, Owner agrees that City shall have a reasonable right of access to any roadway or

designated trail on the Land for ingress or egress to Onsite Facilities, Offsite Facilities and Package Plant.

6.4 Provisions Related to Right of Way Identified on Exhibit E. Owner agrees to use its best efforts to obtain the easement and right of way identified at **Exhibit E** at its cost and convey it to the City. Within 30 days after Owner obtains the easement and right of way, Owner shall convey the easement shown at **Exhibit E** to the City. Such easement implicates a right-of-way that is both on and off the Land and shall include the full width of the right-of-way wastewater easement. Within thirty (30) days after receiving the easement shown at **Exhibit E**, City shall pay Owner $30,000.00 as its contribution towards the acquisition of such easement.

6.5 Temporary Construction Staging Area. Within 30 days of the execution of this Agreement, Owner agrees to lease to the City the Temporary Construction Staging Area for construction of City wastewater facilities. The Parties will agree that no rent shall be payable by City during the term of the lease. The Parties will agree upon a timeframe for the duration of the lease.

ARTICLE VII. TERM AND TERMINATION

7.1 Term. This Agreement remains in effect so long as City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VII or otherwise rendered null and void by the terms of this Agreement.

7.2 Termination for Breach.

(a) If Owner breaches this Agreement, then City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If Owner fails to cure the breach within 60 days of that notice (including payment of all past-due amounts), then City may send a second notice describing the breach and Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives City the right to terminate this Agreement by sending a termination notice to Owner. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement, and Owner will not receive any refunds of amounts already paid to City under this Agreement. Owner expressly agrees that its forfeiture of such amounts, to be retained by City upon termination under this § 7.2(a), is a reasonable amount of liquidated damages to City for such breach of this Agreement, in addition to actual damages, if any, should Owner improperly connect to or tamper with City's System during construction.

(b) If City breaches this Agreement, Owner may send a notice of default to City. The notice must include a reasonable description of the breach. If City fails to cure the breach within 60 days of that notice, then Owner may send a second notice describing the breach and City's failure to cure. If City's breach is a failure to commence

wastewater service to the Development as provided in **§2.1 or §2.2**, and if Owner is not in breach of this Agreement, then City's failure to cure the breach within 30 days after the second notice gives Owner the right to:

(1) demand City's specific performance, subject to the other terms of this Agreement including Force Majeure; or

(2) terminate this Agreement by sending a termination notice to City and, upon such notice and termination, to receive a refund (without interest) of all Impact Fees and Delayed Connection Fees paid to City under this Agreement. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement except its refund obligation under this **§7.2(b)(2)**.

ARTICLE VIII. MISCELLANEOUS

8.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

8.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To City:
City of Dripping Springs
Attn: City Secretary
PO Box 384
Dripping Springs, TX 78620

To Owner:
Dripping Springs Partners, LLC
Attn: Matthew Scrivener
7401 Highway 71 West
Austin, TX 78620

With Copy to:	***With Copy to:***
City of Dripping Springs, TX	Baker & Robertson
Attn: City Administrator	Attn: Rex G. Baker, III
PO Box 384	171 Benney Lane, Building II
Dripping Springs, TX 78620	Dripping Springs, TX 7820

8.3 **Assignment.** Owner may assign this Agreement to another owner of the Land without the consent of City provided the assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

8.4 **Amendment.** This Agreement may be amended only with the written consent of Owner and approval of the governing body of City.

8.5 **No Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.6 **Severability.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

8.7 **Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

8.8 **Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation." Any provision of this Agreement that provides for the agreement or approval of City staff or City Council, such

agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

8.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

8.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

8.11 Professional Fees. Owner agrees to place funds into City's escrow account, as necessary from time to time, to pay City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

8.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	**Survey of the Land**
Exhibit B	**Legal Description of the Land**
Exhibit C	**Map of the Connection Point**
Exhibit D	**Form of Easement**
Exhibit E	**Right of Way to be Provided to City (through Easement)**
Exhibit F	**Temporary Construction Staging Area**
Exhibit G	**City Wastewater Close-Out List**

8.13 Effective Date. The Effective Date of this Agreement is June 21, 2022.

[signature pages follows]

CITY OF DRIPPING SPRINGS, TEXAS

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on 09.14, 2022 by Bill Foulds, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires: 01.18.26.

JESSICA SELINA ROMERO
Notary Public, State of Texas
Comm. Expires 01-18-2026
Notary ID 133537537

OWNER
Dripping Springs Partners, LLC
a Texas limited liability company

Matthew Scrivener, Manager

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on September 26, 2022 by Matthew Scrivener, Manager of Dripping Springs Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

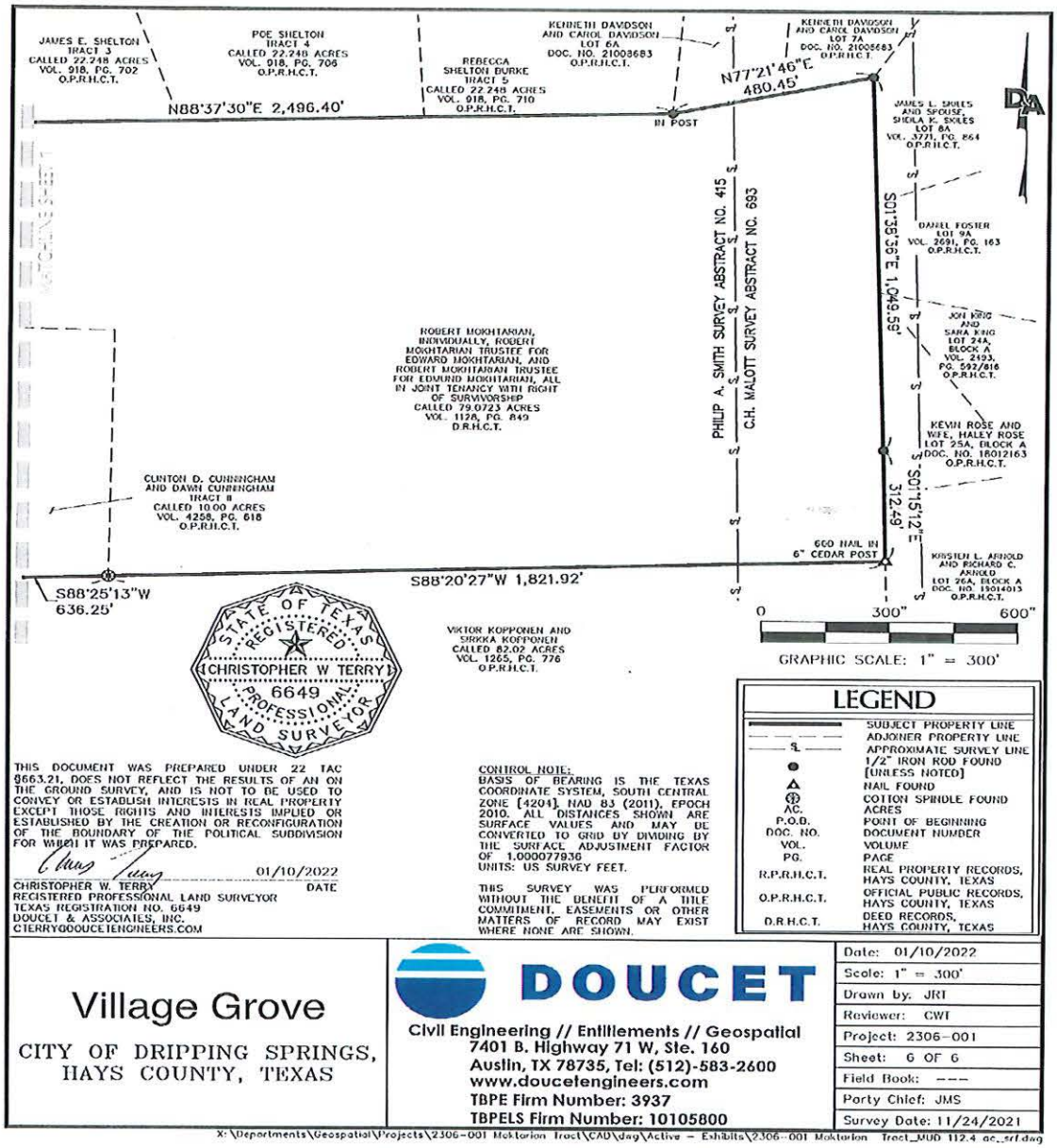
Notary Public, State of Texas

My Commission Expires: 01-23-2026.

SONIA ARNOLD
My Notary ID # 5577093
Expires January 23, 2026

EXHIBIT A

Survey of the Land



THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

01/10/2022
DATE

CHRISTOPHER W. TERRY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000077936
UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

Village Grove

CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

DOUCET

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date:	01/10/2022
Scale:	1" = 300'
Drawn by:	JRT
Reviewer:	CWT
Project:	2306-001
Sheet:	6 OF 6
Field Book:	---
Party Chief:	JMS
Survey Date:	11/24/2021

X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg

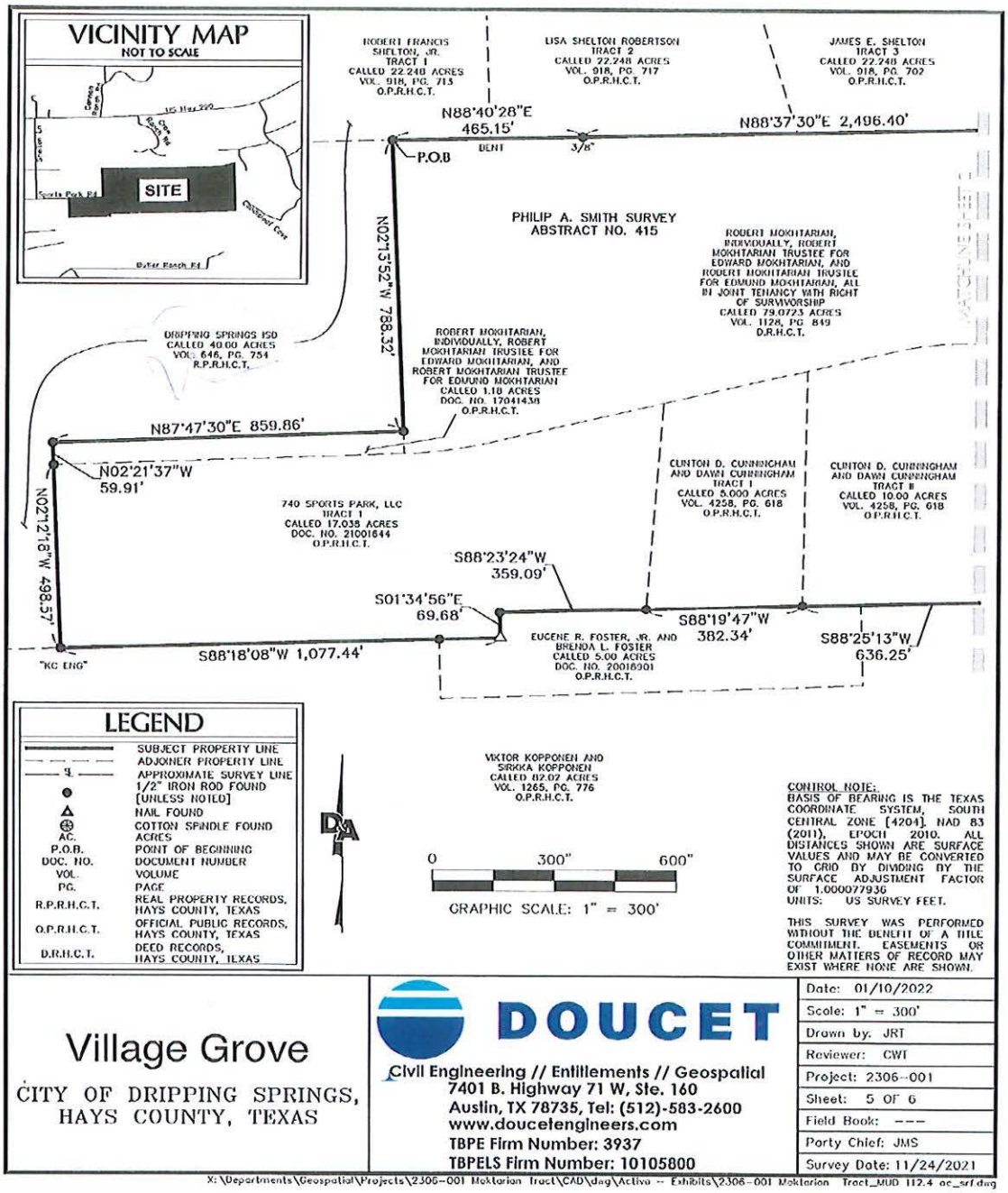

VICINITY MAP
NOT TO SCALE
SITE
ROBERT FRANCIS SHELTON, JR. TRACT 1 CALLED 22.248 ACRES VOL. 918, PG. 715 O.P.R.H.C.T.
LISA SHELTON ROBERTSON TRACT 2 CALLED 22.248 ACRES VOL. 918, PG. 717 O.P.R.H.C.T.
JAMES E. SHELTON TRACT 3 CALLED 22.248 ACRES VOL. 918, PG. 702 O.P.R.H.C.T.
N88°40'28"E 465.15'
BENT 3/8"
N88°37'30"E 2,496.40'
P.O.B
PHILIP A. SMITH SURVEY ABSTRACT NO. 415
N02°13'52"W 788.32'
ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, ALL IN JOINT TENANCY WITH RIGHT OF SURVIVORSHIP CALLED 79.0723 ACRES VOL. 1128, PG 849 D.R.H.C.T.
DRIPPING SPRINGS ISD CALLED 40.00 ACRES VOL. 646, PG. 754 R.P.R.H.C.T.
ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN CALLED 1.18 ACRES DOC. NO. 17041438 O.P.R.H.C.T.
N87°47'30"E 859.86'
N02°21'37"W 59.91'
N02°12'16"W 498.57'
740 SPORTS PARK, LLC TRACT 1 CALLED 17.038 ACRES DOC. NO. 21001644 O.P.R.H.C.T.
CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM TRACT I CALLED 5.000 ACRES VOL. 4258, PG. 618 O.P.R.H.C.T.
CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM TRACT II CALLED 10.00 ACRES VOL. 4258, PG. 618 O.P.R.H.C.T.
S88°23'24"W 359.09'
S01°34'56"E 69.68'
S88°19'47"W 382.34'
S88°25'13"W 636.25'
"KC ENG"
S88°18'08"W 1,077.44'
EUGENE R. FOSTER, JR. AND BRENDA L. FOSTER CALLED 5.00 ACRES DOC. NO. 20018901 O.P.R.H.C.T.
VIKTOR KOPPONEN AND SIRKKA KOPPONEN CALLED 82.02 ACRES VOL. 1265, PG. 776 O.P.R.H.C.T.
LEGEND
SUBJECT PROPERTY LINE
ADJOINER PROPERTY LINE
APPROXIMATE SURVEY LINE
1/2" IRON ROD FOUND (UNLESS NOTED)
NAIL FOUND
COTTON SPINDLE FOUND
AC. ACRES
P.O.B. POINT OF BEGINNING
DOC. NO. DOCUMENT NUMBER
VOL. VOLUME
PG. PAGE
R.P.R.H.C.T. REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
0 300' 600'
GRAPHIC SCALE: 1" = 300'
CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000077936
UNITS: US SURVEY FEET.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.
Village Grove
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS
DOUCET
Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800
Date: 01/10/2022
Scale: 1" = 300'
Drawn by: JRT
Reviewer: CWT
Project: 2306-001
Sheet: 5 OF 6
Field Book: ---
Party Chief: JMS
Survey Date: 11/24/2021
X:\Departments\Geospatial\Projects\2306-001 Mokhtarian Tract\CAD\dwg\Active - Exhibits\2306-001 Mokhtarian Tract_MUD 112.4 ac_srf.dwg

EXHIBIT B

Legal Description of the Land

DOUCET & ASSOCIATES

74010 Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

112.4 Acre Tract
Hays County, Texas

D&A Job No. 2306-001
January 10, 2022

DESCRIPTION
For a 112.4-Acre

BEING A 112.4-ACRE TRACT OUT OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693 AND THE PHILIP A. SMITH SURVEY, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 112.4-ACRE TRACT BEING COMPRISED OF FIVE (5) TRACTS OF LAND: 1) A CALLED 79.0723-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, ALL IN JOINT TENANCY WITH RIGHT OF SURVIVORSHIP, RECORDED IN VOLUME 1128, PAGE 849 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], 2. A CALLED 1.18-ACRE TRACT, DESCRIBED AS TRACT 2, CONVEYED TO ROBERT MOKHTARIAN, INDIVIDUALLY, ROBERT MOKHTARIAN TRUSTEE FOR EDWARD MOKHTARIAN, AND ROBERT MOKHTARIAN TRUSTEE FOR EDMUND MOKHTARIAN, RECORDED IN INSTRUMENT NO. 17041438 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], 3. A CALLED 17.038-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO 740 SPORTS PARK, LLC, RECORDED IN DOCUMENT NO. 21001644, O.P.R.H.C.T., 4. A CALLED 5.000-ACRE TRACT, DESCRIBED AS TRACT 1, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T. AND 5. A CALLED 10.00-ACRE TRACT, DESCRIBED AS TRACT II, CONVEYED TO CLINTON D. CUNNINGHAM AND DAWN CUNNINGHAM, RECORDED IN VOLUME 4258, PAGE 618, O.P.R.H.C.T., SAID 112.4-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the northwest corner of said 79.0723-acre tract, same point for the northeast corner of a called 40.00-acre tract conveyed to Dripping Springs ISD, recorded in Volume 646, Page 754 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], same point being in the south line of a called 22.248-acre tract, described as "Tract 1", conveyed to Robert Francis Shelton, Jr., recorded in Volume 918, Page 713, O.P.R.H.C.T. and for the northwest corner of the tract described herein;

THENCE with the north line of said 79.0723-acre tract, the following three (3) courses:

1) N88°40'28"E, with the south line of said 22.248-acre tract, described as "Tract 1", and with the south line of a called 22.248-acre tract, described as "Tract 2", conveyed to Lisa Shelton Robertson, recorded in Volume 918, Page 717, O.P.R.H.C.T., for a distance of 465.15 feet to a 3/8-inch iron rod found for an angle corner in the tract described herein,

CONTINUED ON NEXT PAGE

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET & ASSOCIATES

2) N88°37'30"E, with the south line of said 22.248-acre tract, described as "Tract 2", with the south line of a called 22.248-acre tract, described as "Tract 3", conveyed to James E. Shelton, recorded in Volume 918, Page 702, O.P.R.H.C.T., with the south line of a called 22.248-acre tract, described as "Tract 4", conveyed to Poe Shelton, recorded in Volume 918, Page 706, O.P.R.H.C.T. and with the south line of a called 22.248-acre tract, described as "Tract 5", conveyed to Rebecca Shelton Burke, recorded in Volume 918, Page 710, O.P.R.H.C.T., for a distance of 2,496.40 feet to a 1/2-inch iron rod in a post found for the southeast corner of said 22.248-acre tract, described as "Tract 5", for the southwest corner of Lot 6A, The Preserve Phase One Subdivision, recorded in Volume 10, Page 153 of the Plat Records of Hays County, Texas [P.R.H.C.T.], being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., and

3) N77°21'46"E, with the south line of said Lot 6A and with the south line of Lot 7A, The Preserve Phase One Subdivision, being that same tract conveyed to Kenneth Davidson and Carol Davidson, recorded in Document No. 21008683, O.P.R.H.C.T., for a distance of 480.45 feet to a 1/2-inch iron rod found for the northeast corner of said 79.0723-acre tract, for the southeast corner of said Lot 7A, for the northwest corner of Lot 8A, The Preserve Phase One Subdivision, being that same tract conveyed to James L. Skiles and Spouse, Sheila K. Skiles, recorded in Volume 3771, Page 864, O.P.R.H.C.T. and for the northeast corner of the tract described herein;

THENCE with the east line of said 79.0723-acre tract, the following two (2) courses:

1) S01°38'36"E, with the west line of said Lot 8A, with the west line of Lot 9A, The Preserve Phase One Subdivision, being that same tract conveyed to Daniel Foster, recorded in Volume 2691, Page 163, O.P.R.H.C.T. and with the west line of Lot 25A, Block A, The Preserve Phase Two Subdivision, recorded in Volume 10, Page 321, P.R.H.C.T., being that same tract conveyed to Kevin Rose and wife, Haley Rose, recorded in Document No. 18012163, O.P.R.H.C.T., for a distance of 1,049.59 feet to a 1/2-inch iron rod found for an angle point of the tract described herein, and

2) S01°15'12"E, with the west line of said Lot 25A and with the west line of Lot 26A, Block A, The Preserve Phase One Subdivision, being that same tract conveyed to Kristen L. Arnold and Richard C. Arnold, recorded in Document No. 19014013, O.P.R.H.C.T., for a distance of 312.49 feet to a nail found for the southeast corner of said 79.0723-acre tract, for the northeast corner of a called 82.02-acre tract, conveyed to Viktor Kopponen and Sirkka Kopponen, recorded in Volume 1265, Page 776, O.P.R.H.C.T. and for the southeast corner of the tract described herein;

THENCE S88°20'27"W, with the common line of said 79.0723-acre tract and said 82.02-acre tract, for a distance of 1,821.92 feet to a cotton spindle found for the southeast corner of a said 10.00-acre tract, for a southwest corner of said 79.0723-acre tract and for an angle point of the tract described herein;

CONTINUED ON NEXT PAGE

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET & ASSOCIATES

THENCE S88°25'13"W, with the south line of said 10.00-acre tract, partially along the north line of said 82.02-acre tract and partially along the north line of a called 5.00-acre tract, conveyed to Eugene R. Foster, Jr. and Brenda L. Foster, recorded in Document No. 20018901, O.P.R.H.C.T., for a distance of 636.25 feet to a 1/2-inch iron rod found for the southwest corner of said 10.00-acre tract (Tract II), the southeast corner of said 5.000-acre tract (Tract I) and for an angle point of the tract described herein;

THENCE S88°19'47"W, with the common line of said 5.00-acre tract and said 5.000-acre tract, for a distance of 382.34 feet to a 1/2-inch iron rod found for the southwest corner of said 5.000-acre tract (Tract I), the southeast corner of said 17.038-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 17.038-acre tract and said 82.02-acre tract, the following three (3) courses:

1) S88°23'24"W, for a distance of 359.09 feet to a 1/2-inch iron rod found for an interior ell corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle point of the tract described herein,

2) S01°34'56"E, for a distance of 69.68 feet to a calculated point for an angle corner of said 17.038-acre tract, for an angle corner of said 5.00-acre tract and for an angle corner of the tract described herein, and

3) S88°18'08"W, partially along the north line of said 82.02-acre tract, for a distance of 1,077.44 feet to a 1/2-inch iron rod with cap stamped "KC ENG" found for the southwest corner of said 17.038-acre tract, for the southeast corner of said 40.00-acre tract and for the southwest corner of the tract described herein;

THENCE N02°12'18"W, with the common line of said 40.00-acre tract and said 17.038-acre tract, for a distance of 498.57 feet to a 1/2-inch iron rod found for the northwest corner of said 17.038-acre tract, for the southwest corner of said 1.18-acre tract and for an angle point of the tract described herein;

THENCE with the common line of said 1.18-acre tract and said 40.00-acre tract, the following two (2) courses:

1) N02°21'37"W, a distance of 59.91 feet to a 1/2-inch iron rod found for the northwest corner said 1.18-acre tract, a southeast corner of said 40.00-acre tract and the northwest corner of the tract described herein, and
2) N87°47'30"E, a distance of 859.86 feet to a 1/2-inch iron rod found for the northeast corner of said 1.18-acre tract, a southeast corner of said 40.00-acre tract, in the west line of said 79.0723-acre tract and for an angle point of the tract described herein;

THENCE N02°13'52"W, with the common line of said 40.00-acre tract and 79.0723-acre tract, for a distance of 788.32 feet to the **POINT OF BEGINNING** of the tract described herein and containing 112.4-acres.

CONTINUED ON NEXT PAGE

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET
& ASSOCIATES

Notes:
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.000077936.
Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this document was prepared under 22 tac §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

01/10/2022
Date

Christopher W. Terry
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
Cterry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

EXHIBIT C

Map of the Connection Point

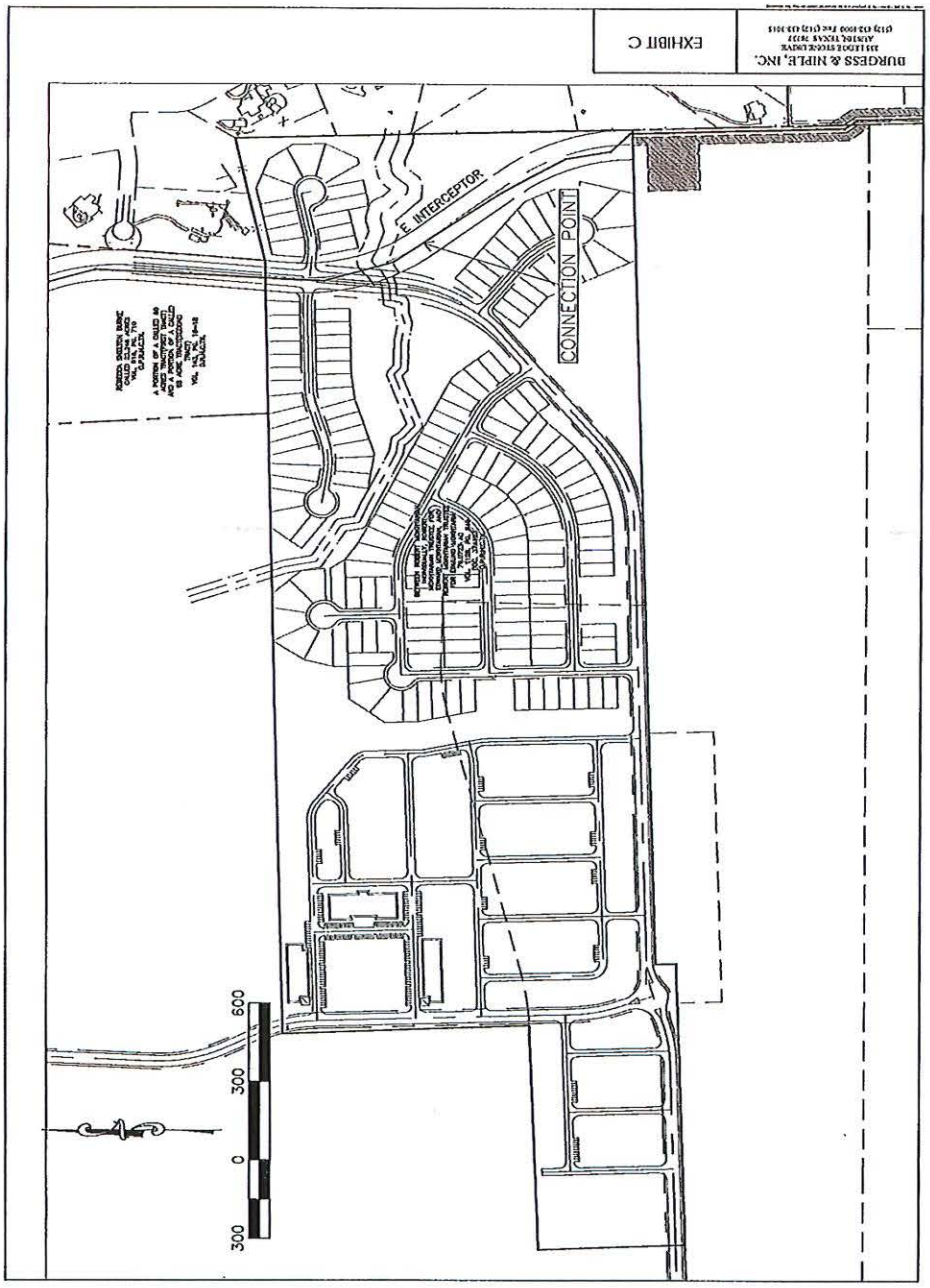


EXHIBIT D

Form of Easement

FORM OF EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SANITARY SEWER EASEMENT
(CORPORATE)

Date:

Grantor: _____, a Texas _____

Grantor's Address:

Grantee: **CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality situated in Hays County, Texas

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately _____ acres, more or less, being __ feet in width and more particularly described on **Exhibit "A",** attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: None

GRANT OF EASEMENT:

_____, a Texas _____ ("Grantor"), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance,

replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public sanitary sewer purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public sanitary sewer pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this ___ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS §
§ **CORPORATE ACKNOWLEDGMENT**
COUNTY OF HAYS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20___, by _____, a Texas _____, on behalf of said _____.

_____
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

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

FORM OF EASEMENT

EXHIBIT "A"

EASEMENT TRACT

EXHIBIT E

Burke Easement

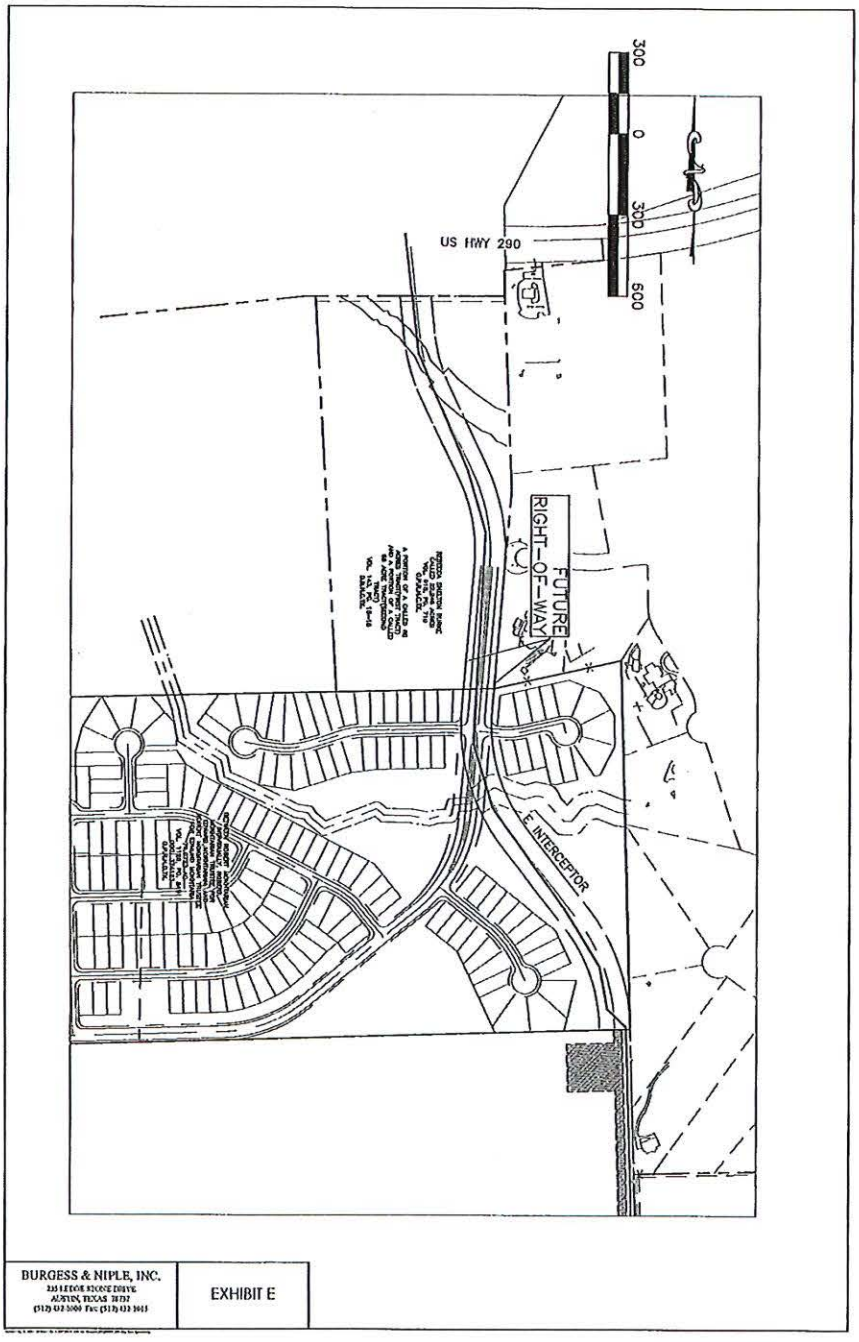


EXHIBIT F

Temporary Staging Area

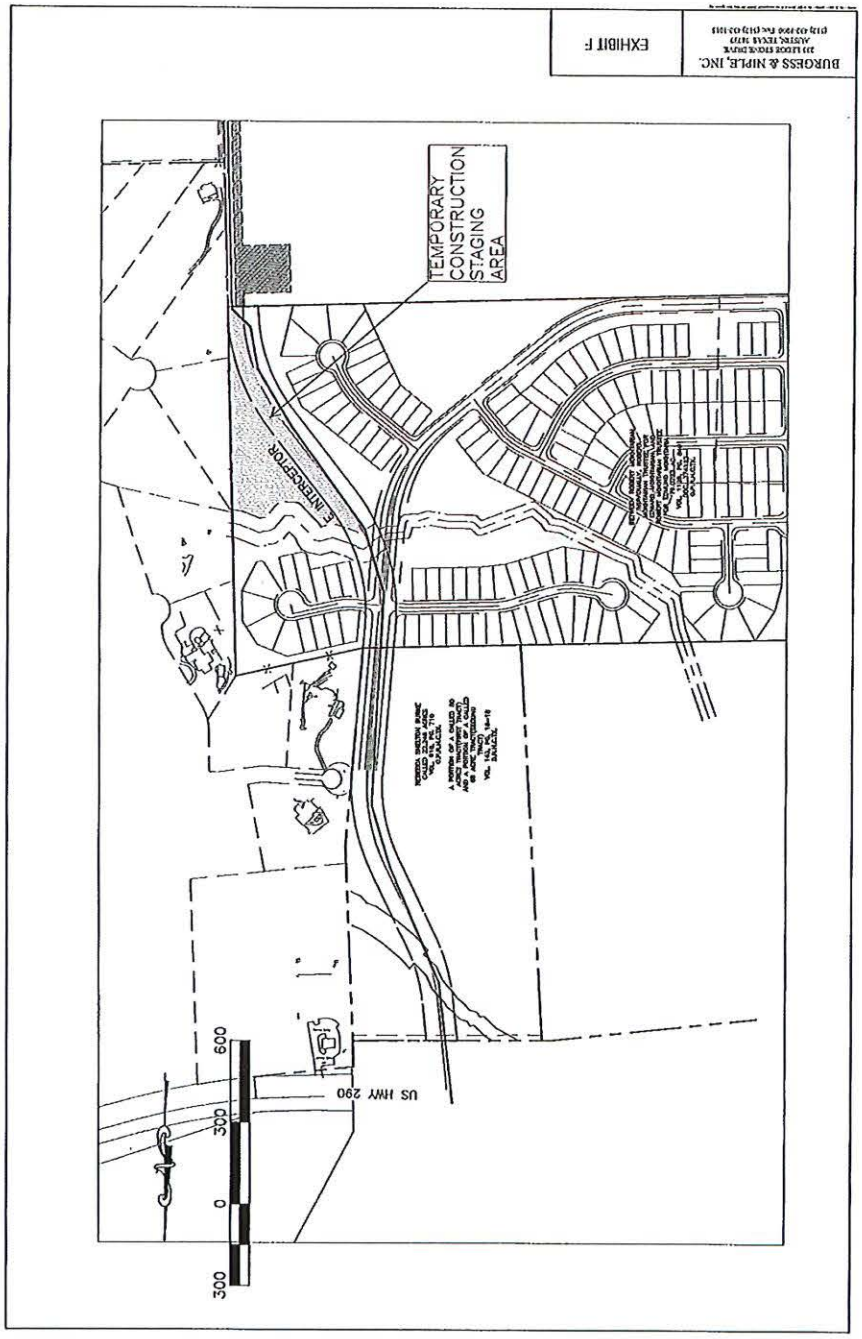


EXHIBIT G

City Wastewater Close-Out List

PROJECT CLOSEOUT CHECKLIST

The following is a list of items needed for the City and DSWSC records and to be completed as a condition of final acceptance:

☐ TCEQ Water and Wastewater Approval Letters.

☐ Provide executed warranty bonds.

☐ Provide final completion letter to the City and DSWSC when all Items are complete with maintenance bonds as appropriate.

☐ Provide proof to the City and DSWSC that notification was made to TCEQ Water Supply Division, Wastewater Permits, and Regional office that construction is substantially complete in accordance with the approved project, the rules of the TCEQ, and any change orders filed with the TCEQ.

☐ Provide approved operation and maintenance manuals (2 Hard copies and PDF).

☐ Verify that all fees are up to date.

☐ Provide as-built CAD files (3D design files) and PDFs. Do this after as-builts are approved.

☐ Provide PDF of recorded plat.

☐ Conveyance of facilities for the wastewater/water lines located in recorded easements.

☐ Provide legal descriptions (listing of lot block and recording information) for open space lots and easements to be deeded to the City and/DSWSC.

CERTIFICATE OF INTERESTED PARTIES

FORM 12

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-937604

Date Filed:
09/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dripping Springs Partners, LLC
Austin, TX United States

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

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DPWWA06212022
Wastewater Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Scrivener, Matthew	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew Scrivener, and my date of birth is 6.22.1978.

My address is 7401B Hwy71 West (street), Austin (city), TX (state), 78735 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 23 day of September (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-937604

Date Filed:
09/23/2022

Date Acknowledged:
09/28/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dripping Springs Partners, LLC
Austin, TX United States

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

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

DPWWA06212022
Wastewater Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Scrivener, Matthew	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

DRIPPING SPRINGS
Texas

August 11, 2025

Andrew Binz
Parks & Community Services Director
City of Dripping Springs

RE: Founders Memorial Park Improvements (PARKS 2025-01)
Recommendation of Award

Six (6) bid proposals for the referenced project were received at the bid opening on July 17, 2025 from:

- Dig Dug Construction, LLC
- Meyers Concrete Construction, LP
- Sadie Burche
- Lone Star Sitework, LLC
- Jerdon Enterprises, LP
- ASD Consultants, Inc

Bid Proposals have been evaluated and the low bidder is **Meyers Concrete Construction, LP** with the following bid:

Base Bid:	$101,679.00
Add Alternate 1:	$21,547.75
Add Alternate 2:	$27,639.00
Add Alternate 3:	$9,557.00
Total Bid Amount:	$160,422.75

Construction budget for this project is $155,000. Staff Recommends awarding Base Bid, Add Alternate 1 and Add Alternate 3. Add Alternate 2 can be deferred to a later pool building improvements project being contemplated by the Parks Master Plan.

Base Bid:	$101,679.00
Add Alternate 1:	$21,547.75
Add Alternate 3:	$9,557.00
Total Award Amount:	**$132,783.75**

Staff recommends award of the contract for a total amount of **$132,783.75** to Meyers Concrete Construction, LP, based on evaluation of the bid response packages and value engineering pricing.

CHAD GILPIN

Chad Gilpin, PE
City Engineer

Enclosures:

- Bid Tabulation
- Meyers Concrete Construction, LP – Bid Proposal Response Package
- Construction Plans
- Project Manual
- Draft Agreement

Founders Memorial Park Improvements - PROJECT #PARKS-2025-01

Bid Tabulation - August 11, 2025

							BID TAB													
							DigDug Construction		Myers Concrete Construction		Sadie Burche		Lone Star Sitework, LLC		Jerdon Enterprise, LP		ASD Consultants, Inc.	
	TxDOT SPEC	HAYS COUNTY SPEC	COA Spec	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID	UNIT PRICE BID	AMOUNT BID
BASE BID CONCRETE PAVEMENT & DUMPSTER SLAB	ITEM 105			RMV (10-14") TRT/UNTRT BASE & ASPH PAV	SY	311	$ 31.50	$ 9,796.50	$ 30.00	$ 9,330.00	$ 39.79	$ 12,374.69	$ 30.40	$ 9,454.40	$ 48.00	$ 14,928.00	$ 59.87	$ 18,619.57
		1.04		EXCAVATION	CY	16	$ 70.00	$ 1,120.00	$ 86.00	$ 1,376.00	$ 342.66	$ 5,482.56	$ 76.50	$ 1,224.00	$ 11.00	$ 176.00	$ 928.13	$ 14,850.08
		1.04		SUBGRADE PREPARATION	SY	44	$ 65.00	$ 2,860.00	$ 65.00	$ 2,860.00	$ 124.60	$ 5,482.40	$ 27.50	$ 1,210.00	$ 15.00	$ 660.00	$ 206.81	$ 9,099.64
		1.03		EMBANKMENT (ON-SITE FILL)	CY	16	$ 60.00	$ 960.00	$ 179.00	$ 2,864.00	$ 77.71	$ 1,243.36	$ 110.00	$ 1,760.00	$ 12.00	$ 192.00	$ 250.00	$ 4,000.00
	ITEM 164			HYDRO MULCH SEED (NATIVE TRAIL MIX)	SY	459	$ 16.35	$ 7,504.65	$ 6.00	$ 2,754.00	$ 10.78	$ 4,948.02	$ 1.70	$ 780.30	$ 8.00	$ 3,672.00	$ 6.97	$ 3,199.23
	ITEM 247			CONC PAVEMENT BASE: FLEX BASE (CMP IN PLC)(TY A GR 1-2)(FINAL POS)	CY	38	$ 180.00	$ 6,840.00	$ 154.00	$ 5,852.00	$ 574.36	$ 21,825.68	$ 120.00	$ 4,560.00	$ 420.00	$ 15,960.00	$ 534.86	$ 20,324.68
	ITEM 247			SLAB SELECT FILL: FLEX BASE (CMP IN PLC)(TY A OR C, GR 1-2 OR 3, MAX PI 20)	CY	6	$ 180.00	$ 1,080.00	$ 154.00	$ 924.00	$ 1,064.28	$ 6,385.68	$ 180.00	$ 1,080.00	$ 360.00	$ 2,160.00	$ 2,316.66	$ 13,899.96
	ITEM 360			CONC PVMT (CONT REINF - CRCP) (7") (4,000 PSI)	SY	321	$ 121.50	$ 39,001.50	$ 136.00	$ 43,656.00	$ 145.37	$ 46,663.77	$ 190.00	$ 60,990.00	$ 239.00	$ 76,719.00	$ 98.60	$ 31,650.60
	ITEM 420			CONCRETE DUMPSTER SLAB (4,000 PSI)	CY	10	$ 800.00	$ 8,000.00	$ 715.00	$ 7,150.00	$ 1,712.54	$ 17,125.40	$ 825.00	$ 8,250.00	$ 1,375.00	$ 13,750.00	$ 1,000.00	$ 10,000.00
		PLAN DETAIL		BOLLARD	EA	4	$ 700.00	$ 2,800.00	$ 964.00	$ 3,856.00	$ 1,700.85	$ 6,803.40	$ 900.00	$ 3,600.00	$ 1,725.00	$ 6,900.00	$ 750.00	$ 3,000.00
	ITEM 500			MOBILIZATION	LS	1	$ 9,000.00	$ 9,000.00	$ 3,958.00	$ 3,958.00	$ 12,000.00	$ 12,000.00	$ 9,000.00	$ 9,000.00	$ 23,200.00	$ 23,200.00	$ 89,530.00	$ 89,530.00
	ITEM 502			BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2.00	$ 2,500.00	$ 5,000.00	$ 2,458.00	$ 4,916.00	$ 1,211.55	$ 2,423.10	$ 800.00	$ 1,600.00	$ 2,415.00	$ 4,830.00	$ 1,500.00	$ 3,000.00
	ITEM 506			TEMP SEDMT CONT FENCE (INSTALL)	LF	192	$ 7.00	$ 1,344.00	$ 13.00	$ 2,496.00	$ 21.36	$ 4,101.12	$ 4.20	$ 806.40	$ 3.50	$ 672.00	$ 16.67	$ 3,200.64
	ITEM 506			TEMP SEDMT CONT FENCE (REMOVE)	LF	192	$ 2.00	$ 384.00	$ 5.00	$ 960.00	$ 2.64	$ 506.88	$ 2.10	$ 403.20	$ 1.25	$ 240.00	$ 10.42	$ 2,000.64
	ITEM 508			CONSTRUCTING DETOURS	SY	239	$ 56.80	$ 13,575.20	$ 30.00	$ 7,170.00	$ 24.25	$ 5,795.75	$ 24.00	$ 5,736.00	$ 13.00	$ 3,107.00	$ 50.21	$ 12,000.19
	ITEM 666			REFL PAV MRK TY II (W) 4"(SLD)	LF	173	$ 9.00	$ 1,557.00	$ 9.00	$ 1,557.00	$ 19.04	$ 3,293.92	$ 6.00	$ 1,038.00	$ 10.00	$ 1,730.00	$ 17.35	$ 3,001.55
				TOTAL BASE BID AMOUNT			**$110,822.85**		**$101,679.00**		**$156,455.73**		**$ 111,492.30**		**$168,896.00**		**$241,376.78**	
ADD ALT 1 DUMPSTER ENCLOSURE		PLAN DETAIL		DUMPSTER ENCLOSURE SCREEN WALL	LF	38	$ 245.00	$ 9,310.00	$ 313.00	$ 11,894.00	$ 433.20	$ 16,461.60	$ 540.00	$ 20,520.00	$ 215.00	$ 8,170.00	$ 309.47	$ 11,759.86
		PLAN DETAIL		DUMPSTER ENCLOSURE GATE	LS	1	$ 10,530.00	$ 10,530.00	$ 8,043.00	$ 8,043.00	$ 11,377.89	$ 11,377.89	$ 3,000.00	$ 3,000.00	$ 13,750.00	$ 13,750.00	$ 3,200.00	$ 3,200.00
	ITEM 500			MOBILIZATION	LS	1	$ 1,000.00	$ 1,000.00	$ 2.00	$ 2.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 580.00	$ 580.00	$ 5,000.00	$ 5,000.00
	ITEM 502			BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	0.25	$ 2,000.00	$ 500.00	$ 6,435.00	$ 1,608.75	$ 2,354.28	$ 588.57	$ 3,240.00	$ 810.00	$ 20.00	$ 5.00	$ 1,800.00	$ 450.00
				TOTAL ADD ALT 1 BID AMOUNT			**$21,340.00**		**$21,547.75**		**$33,428.06**		**$27,330.00**		**$22,505.00**		**$20,409.86**	
ADD ALT 2 POOL DECK EXPANSION		1.04		EXCAVATION	CY	15	$ 195.00	$ 2,925.00	$ 89.00	$ 1,335.00	$ 365.50	$ 5,482.50	$ 76.50	$ 1,147.50	$ 12.00	$ 180.00	$ 365.63	$ 5,484.45
		1.03		EMBANKMENT (ON-SITE FILL)	CY	5	$ 180.00	$ 900.00	$ 179.00	$ 895.00	$ 49.73	$ 248.65	$ 220.00	$ 1,100.00	$ 12.00	$ 60.00	$ 680.00	$ 3,400.00
	ITEM 164			HYDRO MULCH SEED (NATIVE TRAIL MIX)	SY	60	$ 16.00	$ 960.00	$ 8.00	$ 480.00	$ 10.78	$ 646.80	$ 13.00	$ 780.00	$ 1.00	$ 60.00	$ 30.00	$ 1,800.00
	ITEM 247			SLAB SELECT FILL: FLEX BASE (CMP IN PLC)(TY A OR C, GR 1-2 OR 3, MAX PI 20)	CY	3	$ 225.00	$ 675.00	$ 154.00	$ 462.00	$ 2,550.96	$ 7,652.88	$ 230.00	$ 690.00	$ 360.00	$ 1,080.00	$ 650.00	$ 1,950.00
	ITEM 420			CONCRETE POOL DECK SLAB (3,500 PSI)	CY	12	$ 860.00	$ 10,320.00	$ 771.00	$ 9,252.00	$ 736.94	$ 8,843.28	$ 850.00	$ 10,200.00	$ 1,375.00	$ 16,500.00	$ 87.39	$ 1,048.68
	ITEM 432			RIPRAP (STONE COMMON)(DRY)(12 IN)	CY	1	$ 500.00	$ 500.00	$ 720.00	$ 720.00	$ 3,153.21	$ 3,153.21	$ 4,200.00	$ 4,200.00	$ 235.00	$ 235.00	$ 3,400.00	$ 3,400.00
	ITEM 500			MOBILIZATION	LS	1	$ 1,300.00	$ 1,300.00	$ 1,277.00	$ 1,277.00	$ -	$ -	$ 5,000.00	$ 5,000.00	$ 1,350.00	$ 1,350.00	$ 11,000.00	$ 11,000.00
	ITEM 506			TEMP SEDMT CONT FENCE (INSTALL)	LF	68	$ 7.00	$ 476.00	$ 13.00	$ 884.00	$ 21.54	$ 1,464.72	$ 11.50	$ 782.00	$ 3.50	$ 238.00	$ 41.17	$ 2,799.56
	ITEM 506			TEMP SEDMT CONT FENCE (REMOVE)	LF	68	$ 2.00	$ 136.00	$ 5.00	$ 340.00	$ 2.64	$ 179.52	$ 5.70	$ 387.60	$ 1.25	$ 85.00	$ 8.83	$ 600.44
			510.2(5)	CRUSHED GRANITE (#7 AASHTO)	SY	17	$ 105.00	$ 1,785.00	$ 152.00	$ 2,584.00	$ 289.61	$ 4,923.37	$ 170.00	$ 2,890.00	$ 28.00	$ 476.00	$ 58.83	$ 1,000.11
			510-AR-4	PIPE, 4" DIA, PVC SCHED 40, (ALL DEPTHS), INCLUDING EXCAVATION &	LF	34	$ 41.20	$ 1,400.80	$ 124.00	$ 4,216.00	$ 44.20	$ 1,502.80	$ 127.00	$ 4,318.00	$ 20.00	$ 680.00	$ 111.76	$ 3,799.84
		PLAN DETAIL		REMOVE AND INSTALL EXISTING METAL FENCE & GATE	LS	1.00	$ 6,500.00	$ 6,500.00	$ 5,194.00	$ 5,194.00	$ 10,310.17	$ 10,310.17	$ 8,500.00	$ 8,500.00	$ 3,850.00	$ 3,850.00	$ 2,000.00	$ 2,000.00
				TOTAL ADD ALT 2 BID AMOUNT			**$27,877.80**		**$27,639.00**		**$44,407.90**		**$39,995.10**		**$24,794.00**		**$38,283.08**	
ADD ALT 3 SPEED BUMPS	ITEM 500			MOBILIZATION	LS	1	$ 350.00	$ 350.00	$ 1,277.00	$ 1,277.00	$ -	$ -	$ 2,500.00	$ 2,500.00	$ 4,640.00	$ 4,640.00	$ 658.00	$ 658.00
		PLAN DETAIL		SPEED BUMP	LF	72	$ 90.00	$ 6,480.00	$ 115.00	$ 8,280.00	$ 85.91	$ 6,185.52	$ 96.00	$ 6,912.00	$ 120.00	$ 8,640.00	$ 43.06	$ 3,100.00
				TOTAL ADD ALT 3 BID AMOUNT			**$6,830.00**		**$9,557.00**		**$6,185.52**		**$9,412.00**		**$13,280.00**		**$3,758.00**	
				COMBINED TOTAL (BASE + ADD ALT 1 + ADD ALT 2 + ADD ALT 3) BID AMOUNT			**$166,870.65**		**$160,422.75**		**$240,477.21**		**$ 188,229.40**		**$229,475.00**		**$303,827.72**	

DRIPPING SPRINGS
Texas

Required Proposal Items	DigDug Construction	Myers Concrete Construction	Sadie Burche	Lone Star Sitework, LLC	Jerdon Enterprise, LP	ASD Consultants, Inc.
Signed Proposal	Y	Y	Y	Y	Y	Y
Proposal Bond	Y	Y	Y	Y	Y	Y
Listed Unit Price for each Item Listed Total Amount of Cost Proposal	Y	Y	Y	Y	Y	Y
Non-collusion Statement	Y	Y	Y	Y	Y	Y
3 References Included	Y	Y	Y	Y	Y	Y
Addendums 01 & 02 Acknowledged?	Y	Y	Y	Y	Y	Y

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF

FOUNDERS MEMORIAL PARK IMPROVEMENTS
(#PARKS-2025-01)

Prepared For:

DRIPPING SPRINGS
Texas

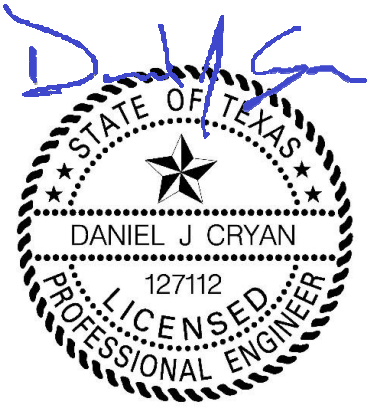
511 Mercer Street
Dripping Springs, Texas 78620
(512) 858-4725

Prepared by:

GILPIN
ENGINEERING COMPANY

9701 Brodie Lane
Austin, Texas 78748
Ph: 512.220.8100
TBPE Registration # F-9266

June 2025



6/25/2025

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ATTACHMENT A – *GEOTECHNICAL ENGINEERING STUDY*, dated January 7th, 2025. Prepared by Raba Kistner Consultants, Inc.

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, July 17th, 2025,** 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 **FOUNDERS MEMORIAL PARK IMPROVEMENTS (#PARKS-2025-01)** 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:

"FOUNDERS MEMORIAL PARK IMPROVEMENTS
(#PARKS-2025-01)"

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

Founders Memorial Park Improvements (#PARKS-2025-01) generally includes: 320 square yards of existing asphalt & base parking lot pavement removal, 320 square yards of new reinforced concrete pavement, 16 square yard reinforced concrete slab, installation of new dumpster enclosure structure with swing gates, expansion of existing concrete pool deck grade beam and slab, miscellaneous parking lot improvements, including installation of new asphalt speed bumps, revegetation and pavement markings.

Plans, Bid Forms, Specifications, and Instructions to Bidders may be obtained via the City of Drippings Springs website https://www.cityofdrippingsprings.com/requestforbids beginning **June 25, 2025**.

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, July 3rd, 2025, at 1:00 p.m. at the City Hall Building, 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. IF THERE IS A DISCREPANCY BETWEEN THE PAPER BID AND THE DIGITAL COPY OF THE BID, THE PAPER COPY WILL PREVAIL.

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 July 8th, 2025**. 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:

Construction Contract	Rating
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: **FOUNDERS MEMORIAL PARK IMPROVEMENTS (#PARKS-2025-01)**

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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 _____, 2025.

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.

FOUNDERS MEMORIAL PARK IMPROVEMENTS
(#PARKS-2025-01)
City of Dripping Springs, Texas

Section B-1
BID FORM

BIDDER will complete the Work for the following prices:
BASE BID

Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	TXDOT ITEM 105	RMV (10-14") TRT/UNTRT BASE & ASPH PAV for_____dollars and_____cents PER SQUARE YARD	SY	311	$_____	$_____
2	HAYS COUNTY ITEM 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARD	CY	16	$_____	$_____
3	HAYS COUNTY ITEM 1.04	SUBGRADE PREPARATION for_____dollars and_____cents PER SQUARE YARD	SY	44	$_____	$_____
4	HAYS COUNTY ITEM 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARD	CY	16	$_____	$_____
5	TXDOT ITEM 164	HYDRO MULCH SEED (NATIVE TRAIL MIX) for_____dollars and_____cents PER SQUARE YARD	SY	459	$_____	$_____
6	TXDOT ITEM 247	CONC PAVEMENT BASE: FLEX BASE (CMP IN PLC) (TY A GR 1-2)(FINAL POS) for_____dollars and_____cents PER CUBIC YARD	CY	38	$_____	$_____
7	TXDOT ITEM 247	SLAB SELECT FILL: FLEX BASE (CMP IN PLC)(TY A OR C, GR 1-2 OR 3, MAX PI 20)(FINAL POS) for_____dollars and_____cents PER CUBIC YARD	CY	6	$_____	$_____
8	TXDOT ITEM 360	CONC PVMT (CONT REINF - CRCP) (7") (4,000 PSI) for_____dollars and_____cents PER SQUARE YARD	SY	321	$_____	$_____
9	TXDOT ITEM 420	CONCRETE DUMPSTER SLAB (4,000 PSI) for_____dollars and_____cents PER CUBIC YARD	CY	10	$_____	$_____
10	PLAN DETAIL	BOLLARD for_____dollars and_____cents PER EACH	EA	4	$_____	$_____
11	TXDOT ITEM 500	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
12	TXDOT ITEM 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING for_____dollars and_____cents PER MONTH	MO	2.00	$_____	$_____

BASE BID (continued)

Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
13	TXDOT ITEM 506	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	192	$_____	$_____
14	TXDOT ITEM 506	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	192	$_____	$_____
15	TXDOT ITEM 508	CONSTRUCTING DETOURS for_____dollars and_____cents PER SQUARE YARD	SY	239	$_____	$_____
16	TXDOT ITEM 666	REFL PAV MRK TY II (W) 4" (SLD) for_____dollars and_____cents PER LINEAR FOOT	LF	173	$_____	$_____

(1)		**BASE BID TOTAL (BID ITEMS 1 - 16)** for_____dollars and_____cents			$_____	$_____

ADD ALTERNATE #1

Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1.1	PLAN DETAIL	DUMPSTER ENCLOSURE SCREEN WALL for_____dollars and_____cents PER LINEAR FOOT	LF	38	$_____	$_____
A1.2	PLAN DETAIL	DUMPSTER ENCLOSURE GATE for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1.3	TXDOT ITEM 500	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1.4	TXDOT ITEM 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING for_____dollars and_____cents PER MONTH	MO	0.25	$_____	$_____

(2)		**ADD ALTERNATE #1 TOTAL (BID ITEMS A1.1 - A1.4)** for_____dollars and_____cents			$_____	$_____

ADD ALTERNATE #2						
Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A2.1	HAYS COUNTY ITEM 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARD	CY	15	$_____	$_____
A2.2	HAYS COUNTY ITEM 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARD	CY	5	$_____	$_____
A2.3	TXDOT ITEM 164	HYDRO MULCH SEED (NATIVE TRAIL MIX) for_____dollars and_____cents PER SQUARE YARD	SY	60	$_____	$_____
A2.4	TXDOT ITEM 247	SLAB SELECT FILL: FLEX BASE (CMP IN PLC)(TY A OR C, GR 1-2 OR 3, MAX PI 20)(FINAL POS) for_____dollars and_____cents PER CUBIC YARD	CY	3	$_____	$_____
A2.5	TXDOT ITEM 420	CONCRETE POOL DECK SLAB (3,500 PSI) for_____dollars and_____cents PER CUBIC YARD	CY	12	$_____	$_____
A2.6	TXDOT ITEM 432	RIPRAP (STONE COMMON)(DRY)(12 IN) for_____dollars and_____cents PER CUBIC YARD	CY	1	$_____	$_____
A2.7	TXDOT ITEM 500	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A2.8	TXDOT ITEM 506	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	68	$_____	$_____
A2.9	TXDOT ITEM 506	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	68	$_____	$_____
A2.10	CITY OF AUSTIN 510.2-(5)	CRUSHED GRANITE (#7 AASHTO) for_____dollars and_____cents PER SQUARE YARD	SY	17	$_____	$_____
A2.11	CITY OF AUSTIN 510-AR-4	PIPE, 4" DIA, PVC SCHED 40, (ALL DEPTHS), INCLUDING EXCAVATION & BACKFILL for_____dollars and_____cents PER LINEAR FOOT	LF	34	$_____	$_____
A2.12	PLAN DETAIL	REMOVE AND INSTALL EXISTING METAL FENCE AND GATE for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____

(3)		**ADD ALTERNATE #2 TOTAL (BID ITEMS A2.1 - A2.12)** for_____dollars and_____cents			$_____	$_____

ADD ALTERNATE #3						
Bid Item	Spec Item	Description of Item with Unit Bid Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A3.1	TXDOT ITEM 500	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A3.2	PLAN DETAIL	SPEED BUMP for_____dollars and_____cents PER LINEAR FOOT	LF	72	$_____	$_____

(4)		**ADD ALTERNATE #3 TOTAL (BID ITEMS A3.1 - A3.2)** for_____dollars and_____cents			$_____	$_____

BID SUMMARY AND TOTAL

(1) BASE BID SUBTOTAL $_____
(2) ADD ALTERNATE #1 SUBTOTAL $_____
(3) ADD ALTERNATE #2 SUBTOTAL $_____
(4) ADD ALTERNATE #3 SUBTOTAL $_____

(1)+(2)+(3)+(4) TOTAL AMOUNT BID (BASE BID + ADD ALT 1 + ADD ALT 2 + ADD ALT 3): $_____

NON-COLUSION AFFIDAVIT
PRIME BIDDER

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

That he is _____
(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 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 _____, **2025**.

_____
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. Reinforced Concrete Structures (Slabs, grade beams, etc)_____
2. Pavement (Reinforced Concrete Pavement, temporary detour pavement, speed bumps, etc)_____
3. Reinforced CMU/Masonry Walls_____

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 _____, **2025**.

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 FOUNDERS MEMORIAL PARK IMPROVEMENTS.

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:_____	By:_____
Signature	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. **The agreement number for this agreement will be FOU06252025.**

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 FORMS & REQUIREMENTS

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the "Contract") made this the _____ day of _____, 2025 ("Effective Date"), by and between _____ (a Texas limited liability company), whose address is _____ (hereinafter called the "Contractor"), and the CITY OF DRIPPING SPRINGS (herein after called the "City").

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, **FOUNDERS MEMORIAL PARK IMPROVEMENTS** 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 proposal 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, 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 proposal 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 Contractor shall file a Form 1295 Certificate

of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of lsrael; (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.

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	Project Manual
Exhibit B	Plans
Exhibit C	Addenda
Exhibit D	Performance and Payment Bond
Exhibit E	Certificate of Insurance
Exhibit F	Contractor's Signed Cost Proposal
Exhibit G	Conflict of Interest Questionnaire
Exhibit H	Form 1295 Certificate

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, proposals, 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 proposal documents described above.

6.2 Amendment. This Contract and the proposal 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 join 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:	**If to the Contractor:**
City of Dripping Springs	_____
Attn: City Administrator	_____
PO Box 384	_____
Dripping Springs, TX 78620	_____

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 proposal 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:

_____

Michelle Fischer, City Administrator

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 _____**2025**, 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 _____, **2025**.

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 _____, **2025**, 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 _____ **2025**.

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: **FOUNDERS MEMORIAL PARK IMPROVEMENTS (#PARKS-2025-01)**

The City of Dripping Springs has considered the bids submitted July 17th, 2025 for the above described project in response to its advertisement for bids and related information to Bidders.

You are hereby notified that your bid including the subsequent value engineering amount has been favorably considered for the project by the City.

Total Bid Amount: $_____
Value Engineering: $_____
Total Award Amount: $_____

Pursuant to the Instructions to Bidders you are asked to provide the following within ten (10) days of your receipt of this Notice.

- Certificate of Insurance
- Executed Payment Bond and Performance Bond
- Executed TX CIQ Form
- Executed Certificate if Interested Parties – TEC Form 1295

Once we receive the requested documents we will send over a final contract for execution.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this _____day of _____, 2025.

CITY OF DRIPPING SPRINGS.

_____
Chad Gilpin, P.E. - City Engineer

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this _____day of _____, 2025.

_____
Authorized Signature

Title:_____

NOTICE TO PROCEED

Date: _____

To: _____

_____

_____

Project: FOUNDERS MEMORIAL PARK IMPROVEMENTS (#PARKS-2025-01)_____

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 _____2025.

_____
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 separarted 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: TX20250007 01/03/2025 below:

"General Decision Number: TX20250007 01/03/2025

Superseded General Decision Number: TX20240007

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, McClennon 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)(1).

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 $17.75 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 2025.
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 is not renewed or extended on or after January 30, 2022:	contract. . The contractor must pay all covered workers at least $13.30 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 2025.

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: 0 Publication Date: 01/03/2025

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 **

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     Single or Tandem Axle Dump
     Truck.....................$ 11.68 **
     Tandem Axle Tractor w/Semi
     Trailer...................$ 12.81 **

WELDER.........................$ 15.97 **
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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 ($17.75) or 13658
($13.30).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

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) (iii)).


----------------------------------------------------------------

The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the
type(s) of construction and geographic area covered by the wage
determination. The classifications are listed in alphabetical
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order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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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: Andrew Binz – Parks and Community Services Director
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-894-2400
E-mail: ABinz@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:

Holiday	Date Observed
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 Contact 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 CONRACTOR 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 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 (2024 Edition) and the Hays County Specifications for Roadway Design, Paving and Drainage Improvements (2019 Edition).

Where Hays County Specifications for Roadway Design, Paving, and Drainage Improvements are in conflict with TxDOT Specifications, Hays County Specifications shall supersede. Where additional specification information and notes are provided on the schedule of quantities plan sheet that conflicts with either the TxDOT or Hays County specifications the additional specification information and notes provided on the schedule of quantities plan sheet shall supersede.

In addition, the following City of Austin Standard Specification shall be used for this project:

- Item No. 510 Pipe 5-8-24

ITEM NO. 510 PIPE 5-8-24

510.1 Description

This item governs the furnishing and installing all pipe and/or materials for constructing pipe mains, sewers, laterals, stubs, inlet leads, service connections, culverts, temporary service lines and temporary diversion lines, including all applicable Work such as excavating, bedding, jointing, backfilling materials, tests, concrete trench cap, concrete cap and encasement, etc., prescribed under this item in accordance with the provisions of the Edwards Aquifer Protection Ordinance, when applicable, and City of Austin (COA) Utility Criteria Manual, Section 5, "Working in Public Rights-of-Way." The pipe shall be of the sizes, types, class and dimensions indicated or as designated by the Engineer/Architect (E/A) and shall include all joints or connections to new or existing mains, pipes, sewers, manholes, inlets, structures, etc., as may be required to complete the Work in accordance with specifications and published standard practices of the trade associations for the material specified and to the lines and grades indicated. This item shall include any pumping, bailing, and drainage when indicated or applicable.

Unless otherwise provided, this item shall consist of the removal and disposition of trees, stumps and other obstructions, old structures or portions thereof such as house foundations, old sewers, masonry or concrete walls, the plugging of the ends of abandoned piped utilities cut and left in place and the restoration of existing utilities damaged in the process of excavation, cutting and restoration of pavement and base courses, the furnishing and placing of select bedding, backfilling and cement or lime stabilized backfill, the hauling and disposition of surplus materials, bridging of trenches and other provisions for maintenance of traffic or access as indicated.

Source: Rule No. R161-22.13, 11-7-2022.

510.2 Materials

The Contractor shall submit descriptive information and evidence that the materials the Contractor proposes for incorporation in the Work are of the kind and quality that satisfy the requirements in the Contract Documents. Austin Water (AW) shall be included in all submittal reviews. The AW Standard Products Lists (SPLs) are considered a part of the Specifications for the Work. The Contractor shall use products from the SPLs for all water and wastewater construction unless alternative products are shown on the Drawings; called for in the specifications; or specified in the Bidding Requirements, Contract Forms and Conditions of the Contract.

The products included in the SPLs current at the time of plan approval shall govern unless a specific product or products on the lists have subsequently been removed from those SPLs because of quality or performance issues. Products and materials that are not covered by the SPLs shall meet the requirements in the contract documents.

Submittals for the products and materials covered by this specification shall include manufacturer catalog sheets, technical data sheets, shop drawings, product or material test results, requirements listed below, and any other information needed to adequately describe the product or material. For products covered by SPLs, the submittal shall include a copy of the applicable SPL with the proposed product identified. An SPL by itself is not considered an adequate submittal.

(1) Concrete

Concrete shall conform to Item No. 403S, "Concrete for Structures".

(2) Coarse Aggregate

Coarse aggregate shall conform to Item No. 403S, "Concrete for Structures" or one of the following:

(a) Pipe Bedding Stone

Pipe bedding stone shall be clean gravel, crushed gravel or crushed limestone, free of mud, clay, vegetation or other debris, conforming to ASTM C 33 for stone quality. Size gradation shall conform to ASTM C-33 No. 57 or No. 67 or the following Table:

SIEVE SIZE	% RETAINED BY WEIGHT
1½"	0
1"	0—10
½"	40—85
#4	90—100
#8	95—100

(b) Foundation Rock

Foundation rock shall be well graded coarse aggregate ranging in size from 2 to 8 inches.

(c) Flexible Base

Flexible base shall conform to Item No. 210S, "Flexible Base".

(3) Fine Aggregate

(a) Concrete and Mortar Sand

Fine aggregate shall conform to Item No. 403S, "Concrete for Structures".

(b) Bedding Sand

Sand for use as pipe bedding shall be clean, granular and homogeneous material composed mainly of mineral matter, free of mud, silt, clay lumps or clods, vegetation or debris. The material removed by decantation TxDOT Test Method Tex-406-A, plus the weight of any clay lumps, shall not exceed 4.5 percent by weight.

The resistivity shall not be less than 3,000 ohms-cm as determined by TxDOT Test Method Tex-129-E. Size gradation of sand for bedding shall be as follows:

GRADATION TABLE	
SIEVE SIZE	% RETAINED BY WEIGHT
¼"	0
#60	75—100
#100	95—100

(c) Stone Screenings

Stone screenings shall be free of mud, clay, vegetation or other debris, and shall conform to the following Table:

SIEVE SIZE	% PASSING
⅜"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

All screenings shall be the result of a rock crushing operation.

(4) Controlled Low Strength Material

Controlled Low Strength Material (CLSM) shall conform to Item 402S, "Controlled Low Strength Material.

(5) Pea Gravel

Pea gravel bedding shall be clean washed material, hard and insoluble in water, free of mud, clay, silt, vegetation or other debris. Stone quality shall meet ASTM C 33. Size gradation shall be as follows:

SIEVE SIZE	% RETAINED BY WEIGHT
¾″	0
½″	0—25
¼″	90—100

(6) Select Backfill or Borrow

This material shall consist of borrow or suitable material excavated from the trench. It shall be free of stones or rocks over 8 inches and shall have a plasticity index of less than 20. The moisture content at the time of compaction shall be within 2 percent of optimum as determined by TxDOT Test Method Tex-114-E. Sandy loam borrow will not be allowed unless shown on the Drawings or authorized by the E/A.

All suitable materials from excavation operations not required for backfilling the trench may be placed in embankments, if applicable. All unsuitable materials that cannot be made suitable shall be considered surplus excavated materials as described in 510.3(13). The Contractor may, if approved by the engineer, modify unsuitable materials to make them suitable for use. Modification may include drying, removal or crushing of over-size material, and lime or cement treatment.

(7) Cement Stabilized Backfill

When indicated or directed by the E/A, all backfill shall be with cement-stabilized backfill rather than the usual materials. Unless otherwise indicated, cement stabilized backfill material shall consist of a mixture of the dry constituents described for Class J Concrete. The cement and aggregates shall be thoroughly dry mixed with no water added to the mixture except as may be directed by the E/A.

(8) Pipe

General

Fire line leads and fire hydrant leads shall be ductile iron. Domestic water services shall not be supplied from fire service leads, unless the domestic and fire connections are on separately valved branches with an approved backflow prevention device in the fire service branch. All wastewater force mains shall be constructed of ductile iron pipe Pressure Class 250 minimum for pipe greater than 12-inch size and Pressure Class 350 for pipe 12-inch size and smaller. Wastewater pipe shall be in accordance with AW SPL WW-534 and shall have a corrosion resistant interior lining acceptable to the Owner.

All water pipe within utility easements on private property shall be Ductile Iron Pipe, Pressure Class 350 minimum for pipe 12-inch size and smaller and Pressure Class 250 minimum for pipe greater than 12-inch size wrapped as indicated. For sizes over 24 inches, Concrete Pressure Pipe, steel cylinder type, conforming to the requirements of AWWA C-301 will be acceptable.

There may be no service connections to Concrete Pressure Pipe installed in utility easements on private property. Approved service clamps or saddles shall be used when tapping ductile iron pipe 12 inch size and smaller. All service tubing (¾ inch thru 2 inches) installed in utility easements on private property shall be 150 psi annealed seamless Type K copper tubing with no sweat or soldered joints.

All reclaimed water mains shall be constructed of ductile iron pipe, Pressure Class 350 minimum for pipe 12-inch size and smaller and pressure class 250 for pipe greater than 12-inch size. For mains 12-inch size and smaller, PVC pipe, conforming to the requirements of AWWA C-900, DR 14 shall be acceptable. Reclaimed water pipe shall be manufactured purple, painted purple, or wrapped in purple polyethylene film wrap.

Manufacturers of concrete pipe and pipe larger than 24-inch diameter shall have a quality control program consisting of one or more of the following: 1) a quality management system certified by the American National Standards Institute (ANSI) or National Sanitation Foundation (NSF) to comply with ISO 9001:2000, 2) a quality management system certified by the QCast Program following the requirements of the ACPA Plant Certification Manual, 3) a quality management system certified by the National Precast Concrete Association 4) a quality control program approved by the OWNER prior to submittal of bids for the PROJECT, or 5) an independent, third party quality control testing and inspection firm for testing and inspecting pipe produced for the PROJECT and approved by the OWNER prior to submittal of bids for the PROJECT. All such quality control programs shall be paid for by the manufacturer. It is the intent of this requirement that the manufacturer will document all appropriate tests and inspections with sampling and inspection criteria, frequency of testing and inspection, date of testing and inspection and date on which every piece was manufactured. Required testing and inspection, including that by an independent, third party, shall be performed full-time during production of pipe for the PROJECT. When requested by the OWNER, the manufacturer will provide copies of test data and results and inspection reports with the shipment of pipe for the PROJECT. Test data and results and inspection reports shall be traceable to specific pipe lots or pieces. Owner approval of the manufacturer's quality control program will expire after three years, at which time the manufacturer must present a current quality control program for approval in order to retain listing on the applicable SPL. Owner approval of the Concrete Pipe manufacturer's quality control program will expire after three years, at which time the manufacturer must present a current quality control program for approval.

The quality of materials, the process of manufacture and the finished pipe shall be subject to inspection and approval by the E/A at the pipe manufacturing plant and at the project site prior to and during installation. Plant inspections shall be conducted at the discretion of the City Representative. Only manufacturers having a quality control program of the type described above will be considered as approved providers of concrete pipe and pipe products as listed in the SPL.

All water distribution pipe and fittings shall be listed in the Fire Protection Equipment Directory published by the Underwriter's Laboratories, Inc., or shall be Factory Mutual approved for fire service. All water pipe and related products shall be registered by the National Sanitation Foundation as having been certified to meet NSF/ANSI Standard 61.

(a) Reserved

(b) Iron Pipe

Iron pipe shall be ductile iron pipe meeting all requirements of standards as follows:

-For push-on and mechanical joint pipe: AWWA C-151

-For flanged pipe: AWWA C-115

Barrels shall have a nominal thickness required by Table 1 of AWWA C-115, which thickness corresponds to Special Class 53 in sizes through 54 inch, and Class 350 in 60 and 64-inch

sizes. Flanges shall be ductile iron (gray iron is not acceptable); they shall be as shown in ANSI/AWWA C115/A21.15 and shall conform to dimensions shown in Table 2 and Figure 1 of AWWA C115. These flanges are the same in all respects as flanges shown in ANSI/AWWA C110/A21.10 for fittings and are standard for all flanges used with pipe, valve, and equipment units in the COA water distribution and wastewater force main systems. Flanges shall be fabricated and attached to the pipe barrels by U.S. fabricators using flanges and pipe barrels of U.S. manufacture. If fabrication is to be by other than the pipe barrel manufacturer, a complete product submittal and approval by the AW will be required. Additionally, such fabricator shall furnish certification that each fabricated joint has been satisfactorily tested hydrostatically at a minimum pressure of 300 psi.

-Linings and Coating:

Interior surfaces of all iron potable or reclaimed water pipe shall be cement-mortar lined and seal coated as required by AWWA C104. Interior surfaces of all iron wastewater line and force main pipe shall be coated with a non-corrosive lining material as indicated on AW SPL WW-534. Pipe exteriors shall be coated as required by the applicable pipe specification. The type and brand of interior lining shall be clearly marked on the outside of the pipe and fittings. Except as authorized by the E/A, only one type and brand of pipe lining shall be used on a given project.

Except as described above for flanged pipe (Thickness Class 53) and where not otherwise indicated, ductile iron pipe shall be minimum Class 250 as defined by ANSI/AWWA C150/A21.50-current; all ductile iron pipe and flanges shall meet the following minimum physical requirements:

Grade 60-42-10:

-Minimum tensile strength: 60,000 psi (414 mPa).

-Minimum yield strength: 42,000 psi (290 mPa).

-Minimum elongation: 10 percent.

The flanges for AWWA C115 pipe may be also be made from:

Grade 70-50-05:

-Minimum tensile strength: 70,000 psi (483 mPa).

-Minimum yield strength: 50,000 psi (345 mPa).

-Minimum elongation: 5 percent.

1. Ductile Iron Fittings:

Fittings shall be push-on, flanged or mechanical joint as indicated or approved and shall meet all requirements of standards as follows:

-Sizes 4 inch through 24 inch: AWWA C-110 or AWWA C-153

-Sizes larger than 24 inch: AWWA C-110.

-Lining and Coating:

Interior surfaces or all iron potable/reclaimed water pipe fittings shall be lined with cement- mortar and seal coated as required by AWWA C104. Interior surfaces of all iron wastewater and force main fittings shall be coated with a non-corrosive lining material acceptable to Owner. Fitting exteriors shall be coated as required by the applicable pipe specification.

2. Joint Materials

   Gaskets for mechanical joints shall conform to ANSI/AWWA A21.11/C-111.

   Joining of slip joint iron pipe shall, without exception, be accomplished with the natural or synthetic rubber gaskets of the manufacturer of that particular pipe being used. A joint lubricant shall be used and applicable recommendations of the manufacturer shall be followed.

   Gaskets for flanged joints shall be continuous full face gaskets, of ⅛ inch minimum thickness of natural or synthetic rubber, cloth-reinforced rubber or neoprene material, of deformed cross section design and shall meet all applicable requirements of ANSI/AWWA A21.11/C-111 for gaskets. They shall be manufactured by, or satisfy all recommendations of, the manufacturer of the pipe/fittings being used and be fabricated for use with Class 125 ANSI B16.1 flanges.

   Tee-head bolts, nuts and washers for mechanical joints shall be high strength, low alloy, corrosion resistant steel stock equal to "COR-TEN A" having UNC Class 2 rolled threads or alloyed ductile iron conforming to ASTM A 536; either shall be fabricated in accordance with ANSI/AWWA A21.11/C-111.

   Hex head bolts and nuts shall satisfy the chemical and mechanical requirements of ASTM A449 SAE Grade 5 plain, and shall be fabricated in accordance with ASTM B 18.2 with UNC Class 2 rolled threads.

   Either Tee-Head or Hex-Head bolts, nuts and washers as required, shall be protected with bonded fluoro-polymer corrosion resistant coating where specifically required by the E/A.

   All threaded fasteners shall be marked with a readily visible symbol cast, forged or stamped on each nut and bolt, which will identify the fastener material and grade. The producer and the supplier shall provide adequate literature to facilitate such identification; painted markings are not acceptable.

3. Polyethylene Film Wrap

   All iron pipe, fittings and accessories shall be wrapped with standard 8 mil (minimum) low density polyethylene film or 4-mil (minimum) cross laminated high-density polyethylene conforming to AWWA C-105, with all edges overlapped and taped securely with duct tape to provide a continuous wrap to prevent contact between the piping and the surrounding backfill. Repair all punctures of the polyethylene, including those caused in the placement of bedding aggregates, with duct tape to restore the continuous protective wrap before backfilling. Polyethylene film wrap for reclaimed water pipe shall be purple.

4. Marking

   Each pipe joint and fitting shall be marked as required by the applicable AWWA specification. This includes in all cases: Manufacturer's identification, Country where cast, year of casting, and "DUCTILE" or "DI". Barrels of flanged pipe shall show thickness class; others shall show pressure class. The flanges of pipe sections shall be stamped with the fabricators identification; fittings shall show pressure rating, the nominal diameter of openings and the number of degrees for bends. Painted markings are not acceptable.

5. Warning Tape

   Warning tape for identifying restrained joint pipe and fittings shall be yellow and shall have black lettering at least 2inches high that reads "Restrained Joint / Junta de Restriccion" at intervals not exceeding 24 inches. The warning tape shall be polypropylene having a

minimum thickness of 2 mils, a minimum width of 3 inches, and adhesive backing on the side opposite the lettering.

(c) Concrete

1. General

Pipe shall conform to ASTM C 76 for Circular Pipe. Concrete pipe smaller than 12 inches in diameter shall conform to ASTM C 14, Extra Strength. All pipe shall be machine made or cast by a process which will provide uniform placement of the concrete in the form and compaction by mechanical devices, which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete shall not be acceptable for use in precast pipe. The pipe shall be Class III or the class indicated. Storm sewer pipe shall be of the tongue and groove or 0-ring joint design. Wastewater pipe shall be of the 0-ring joint design; it shall be acceptably lined for corrosion protection.

2. Marking

Each joint of pipe shall be marked with the pipe class, the date of manufacture, the manufacturer's name or trade mark, diameter of pipe and orientation, if required.

Pipe marking shall be waterproof and conform to ASTM C 76.

3. Minimum Age for Shipment

Pipe shall be considered ready for shipment when it conforms to the tests specified in ASTM C 76.

4. Joint Materials

When installing storm sewers (or storm drains), the Contractor shall have the option of using joints with preformed flexible joint sealants or with rubber gaskets. Preformed flexible joint sealants for storm drain joints shall comply with ASTM C990, and rubber gaskets for storm drain joints shall comply with ASTM C 1619. Mortar shall not be used to seal pre-fabricated joints. Pipe manufacturer shall be responsible for submitting to the Owner a detailed design of the joint upon request. The pipe manufacturer shall be responsible for submitting to the Owner a complete list of joint sizes showing the minimum size of material to be used with each size joint, along with complete instructions on recommended installation procedures. Quality control testing at the manufacturing plant shall be in accordance with TxDOT Departmental Materials Specifications (DMS) 7310, "Reinforced Concrete Pipe And Machine-Made Precast Concrete Box Culvert Fabrication And Plant Qualification". The pipe manufacturer shall be verified as compliant with TxDOT DMS 7310 at time of pipe delivery to the jobsite.

a. Mortar

Mortar for joints shall meet the requirements set forth below in "Mortar".

b. Cold Applied Preformed Plastic Gaskets

Cold Applied Plastic Gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating or chemical action for its adhesive or cohesive strength and shall be supplied in extruded rope form of suitable cross section. The size of the plastic gasket joint sealer shall be in accordance with the

manufacturer's recommendations and sufficient to obtain squeeze-out around the joint. The gasket joint sealer shall be protected by a suitable removable wrapper that may be removed longitudinally without disturbing the joint sealer to facilitate application.

The chemical composition of the gasket joint sealing compound as shipped shall meet the following requirements:

Composition (% by weight)	Test Method	Typical Analysis
Bitumen (petroleum plastic content)	ASTM D 4	50-70
Ash-inert Mineral Water	Tex-526-C	30-50
Volatile Matter (at 325 F)	Tex-506-C	2.0 Maximum

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in 5 percent solution of caustic potash, a mixture of 5 percent hydrochloric acid, a 5 percent solution of sulfuric acid and a saturated H2S solution shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

Property	Test Method	Typical Analysis	
		Minimum	Maximum
Specific Gravity at 77 F	ASTM D 71	1.20	1.35
Ductility at 77F (cm) Minimum	Tex-503-C	5.0	
Softening point	Tex-505-C	275 F	
Penetration:			
32 F (300 g) 60 sec	Tex-502-C	75	
77 F (150 g) 5 sec	Tex-502-C	50	120
115 F (150 g) 5 sec	Tex-502-C		150
Flashpoint C.O.C. F	Tex-504-C	600 F	
Fire Point C.O.C. F	Tex-504-C	625 F	

When constructing wastewater lines, the Contractor shall use 0-ring gasket joints conforming to ASTM C 443. Just before making a joint, the ends of the pipe shall be clean, dry, free of blisters or foreign matter and shall be wire brushed. For O-ring joints, the gasket and the inside surface of the bell shall be lubricated with a light film of soft vegetable soap compound to facilitate assembly of the joint. The rubber O-ring gasket shall be stretched uniformly in the joint. Wedge seal type ("Forsheda" pre-lubricated) gaskets may be used if joint details submitted are approved; installation of such gaskets shall be in strict accordance with the manufacturer's recommendations, and shall be the sole element depended upon to make the joint flexible and watertight.

In wastewater lines no horizontal or vertical angles in the alignment of pipes shall be permitted unless indicated. The spigot shall be centered in the bell, the pipe pushed uniformly home and brought into true alignment. Bedding material shall be placed and tamped against pipe to secure the joint.

5. Bends

When horizontal or vertical angles in the alignment of storm sewers are indicated, the bend or angle shall be constructed by cutting on a bias one or both pipes as may be required for the alignment indicated. The pipe cut shall be sufficiently long to allow exposing the reinforcement, which shall be bent, welded and incorporated into the pipe bend and reinforced concrete collar to maintain the structural integrity. The collar shall be 6 inches minimum, reinforced with #4 bars on a 1 foot center both directions. Builder's hardware cloth may be used on the outside of the joint to aid in holding cementing materials in place. Plywood, fiberboard or other materials placed on the inside of the pipe as formwork shall be removed as soon as the joint materials have obtained initial set, after which the inside surface of the pipe joint shall be finished smooth and true to the line and grade established. The Contractor may use prefabricated bends meeting the specification requirements in lieu of field fabricated bends. All bends shall be watertight, have a smooth flow line and be equal or greater in strength to the adjacent pipe.

Horizontal or vertical changes in alignment in wastewater lines shall be accomplished by use of manholes. With the E/A's approval, horizontal changes in alignment may be made by the "Joint Deflection" method. Joint deflection is limited by regulations of the Texas Commission on Environmental Quality (TCEQ) to 80 percent of the maximum recommended by the manufacturer; such deflection may not exceed 5 degrees at any joint. Changes in alignment using pipe flexure shall not be allowed.

6. Sulfide and Corrosion Control

All concrete pipe used for wastewater installations shall be protected from sulfide and corrosion damage by using limestone aggregate.

(d) Concrete Steel Cylinder (CSC) Pipe

1. General Requirements

The Contractor shall submit to the E/A for approval along with other required data a tabulated layout schedule with reference to the stationing and grade lines to be used.

The manufacturer shall furnish all fittings and special pieces required for closures, bends, branches, manholes, air valves, blow offs and connections to main line valves and other fittings as indicated.

Each pipe length, fitting and special joint shall have plainly marked on the bell end of the pipe, the head condition for which it is designed. In addition, marking shall be required to indicate the location of each pipe length or special joint in the line and such markings will be referenced to the layout schedules and drawings and submitted for approval.

Concrete steel cylinder fittings shall be tested as required by the applicable AWWA Standards.

2. Design and Inspection

Where not otherwise indicated, concrete steel cylinder pipe shall be Class 150, designed to withstand a vacuum of not less than 28 feet of water. Valve reducers, tees and outlets from a pipe run shall be designed and fabricated so that all stresses are carried by the steel forming the fitting or outlet.

Concrete steel cylinder pipe shall meet one of the following specifications:

AWWA C-301 - Any size.

AWWA C-303 - 24-inch maximum size.

All pipe flanges shall conform to AWWA C-207, requirements for standard steel flanges of pressure classes corresponding to the pipe class.

Pipe to be installed in a tunnel or encasement shall be manufactured with 1 inch thick by 24-inch wide skid bands of mechanically impacted mortar in addition to the normal coating.

All concrete steel cylinder fittings shall be constructed of steel plate of adequate strength to withstand both internal pressure and external loading. Rod reinforcing shall not be used to figure the required steel area. The fittings shall have a concrete lining and 1 inch minimum coating of cement mortar, except that centrifugally spun lining need not be reinforced.

Minimum lining thickness shall be ½ inch for 16-inch pipe and ¾ inch for sizes larger than 16-inch pipe. Where it is impractical to place such concrete protection on interior surfaces of small outlets, 2 coats of "Bitumastic Tank Solution" shall be applied.

No fitting shall be made by cutting of standard pipe, except that outlets of less than 75 percent of the pipe diameter may be placed in a standard pipe. Beveled spigots may be placed on standard pipe.

3. Joint Materials

Joints shall be of the rubber gasket type conforming to the applicable standards. The inside and outside recesses between the bell and spigot shall be completely filled with Cement Grout in accordance with the pipe manufacturer's recommendations. Grout materials for jointing such pipe, unless otherwise indicated, shall be as described herein.

(e) Reserved

(f) Polyethylene (PE) Pressure Pipe, Fittings, and Tubing

1. General

PE pressure pipe, fittings and tubing shall be Designation PE4710 and shall meet or exceed a cell classification of 445574 per ASTM D3350.

2. Pipe

PE pipe (4-inch and larger) used for pressure applications shall conform to the material requirements specified in AWWA C906. PE pipe shall be ductile iron pipe size (DIPS) outside diameter and minimum Pressure Class 200 (DR 11). Pipe manufacturers shall be listed on SPL WW-706.

3. Fittings

PE fittings (4-inch and larger) used for pressure applications shall conform to the material requirements specified in AWWA C906. PE fittings shall be ductile iron pipe size (DIPS) outside diameter and minimum Pressure Class 200 (DR 11, or Equivalent Dimension Ratio (EDR) 11 for fabricated fittings). Fitting manufacturers shall be listed on SPL WW-706A, WW-706B or WW-706C.

4. Tubing

PE tubing (3-inch and smaller) shall conform to material requirements specified in AWWA C901 and meet the requirements of ASTM D2737. PE tubing shall be copper tubing size (CTS) outside diameter and minimum Pressure Class 250 (DR 9). Tubing manufacturers shall be listed on SPL WW-65, WW-65A, or WW-65C.

(g) Copper Tubing

All copper service tubing shall be annealed seamless Type K water tube meeting ASTM B88 and rated at 150 psi working pressure. The tubing shall be homogenous throughout and free from cracks, holes, crimping, foreign inclusions or other defects. It shall be uniform in density and other physical properties. Copper tubing for reclaimed water shall be wrapped in purple polyethylene film wrap. Pipe manufacturers shall be listed on SPL WW-613.

(h) Service Connection Fittings

All fittings used in customer service connection - tapping mains, connecting meters, etc. - must be currently listed on the applicable AW (SPL WW-68), or called for in the COA Standards (520 - series).

(i) Brass Goods

All brass valves, couplings, bends, connections, nipples and miscellaneous brass pipe fittings and accessories used in meter connections, service lines, air release piping assemblies, and wherever needed in the water distribution system, shall conform to the COA Standards, AW SPL, and AWWA C-800, except as herein modified or supplemented.

Unless otherwise noted, the goods described herein shall be fabricated of standard Red Brass (Waterworks Brass) meeting ASTM B62 or B584, alloy 83600, consisting of 85 percent copper and 5 percent each of tin, lead and zinc.

Exposed threads shall be covered with plastic caps or sheeting to protect the threads.

Brass goods of each type and class shall be compatible with other fittings in common usage for similar purposes. Where not otherwise indicated, all such materials shall meet the following requirements:

Inlet threads of corporation valves shall be AWWA iron pipe (IP) thread (male); outlets of service saddles shall be tapped with AWWA IP thread (female). AWWA IP threads shall conform to ANSI/ASME B1.20.1 as required by AWWA C800 for "General Purpose (Inch) Pipe Threads". For ¾" and 1" sizes only, corporation valve inlet threads, and the internal threads of saddles may be the AWWA taper thread conforming to AWWA C800 Figure 1 and Table 6. External threads of corporation valve inlet must be compatible with internal threads of the service saddle.

Connections of all new tubing, and of tubing repairs wherever possible, shall be by compression fittings. Compression connections shall be designed to provide a seal and to retain the tubing, without slippage, at a working water pressure of 150 psig.

Flanges shall conform to ANSI B16.1, Class 125, as to dimensions, drillings, etc. Copper tubing, when used, shall be Type K tubing having dimensions and weights given in Table A.1 of AWWA C800.

Brass pipe shall conform to the weights and dimensions for Extra Strong pipe given in Table A.2 of AWWA C800.

All fittings shall be suitable for use at hydrostatic working pressures up to 150 psig (hydrostatic testing of installed systems is at 200 psig).

(j) Reserved

(k) Polyvinyl Chloride Potable/Reclaimed Water Pipe

1. General

All polyvinyl chloride (PVC) potable/reclaimed water pipe shall be of the rigid (UNPLASTICIZED) type and must bear the National Sanitation Foundation seal of approval for potable water pipe. Each joint of pipe shall consist of single continuous extrusion; bells or other components attached by solvent welding are not acceptable. Pipe shall be pressure rated at 200 psi (SDR-14).

Pipe shall have push-on, rubber gasket joints of the bell and spigot type with thickened integral bells with rubber gasket joints. The wall thickness of each pipe bell and joint coupling must be greater than the standard pipe barrel thickness. Clearance must be provided in every gasket joint for both lateral pipe deflection and for linear expansion and contraction. Concrete support cradles or blocking shall be required for support of all fire hydrants, valves and AWWA C110 fittings; such support shall be provided for AWWA C153 fittings when required by the E/A.

Pipe with a whitened exterior (fading of color) that was manufactured more than two (2) years before the proposed installation date shall be rejected.

2. Applicable Specifications

Except as modified or supplemented herein, PVC pipe shall meet the following standards:

AWWA C-900, or SDR 14 for PVC Pressure Pipe, in 4, 6, 8 and 12 inch nominal sizes, having Cast Iron Pipe size outside diameters.

Fittings used with PVC Pressure pipe shall be AWWA C-110 or AWWA C-153 compact ductile iron fittings.

All pipe 4 inches and larger must be approved Underwriter's Laboratories for use in buried water supply and fire protection systems.

3. Material Requirements

All pipe and fittings shall be made from clean, virgin, NSF certified, Class 12454 PVC. Clean reworked materials generated from the manufacturers own production may be used within the current limits of the referenced AWWA C-900.

4. Marking

PVC for reclaimed piping shall be purple or wrapped in purple polyethylene film wrap.

Permanent marking on each joint of pipe shall include the following at intervals of not more than 5 feet:

Nominal pipe size and OD base (e.g., 4 CIPS).

Type of plastic material (e.g., PVC 12454).

Standard Dimension Ratio and the pressure rating in psi for water at 73 F (e.g., SDR 18, 150 psi).

AWWA designation with which the pipe complies (e.g., AWWA C-900).

Manufacturer's name or code and the National Sanitation Foundation (NSF) mark.

5. Tracer Tape

Inductive Tracer Detection Tape shall be placed directly above the centerline of all non-metallic pipe a minimum of 12 inches below subgrade or, in areas outside the limits of pavement, a minimum of 18 inches below finished grade. The tracer tape shall be encased in a protective, inert, plastic jacket and color coded according to American Public Works

Association Uniform Color Code. Except for minimum depth of cover, the tracer tape shall be placed according to manufacturer's recommendations. Manufacturers must be listed on SPL WW-597.

(l) Polyvinyl Chloride (PVC) Pipe (Nonpressure) and Fittings

1. General

PVC sewer and wastewater pipe and fittings 6 through 15 inch diameter shall conform to ASTM D 3034. Pipe shall have minimum cell classification of 12364 or 12454. Fittings shall have cell classification of 12454 or 13343. Pipe stiffness shall be at least 115 psi as determined by ASTM D 2412. Pipe manufacturers shall be on SPL WW-227, and fitting manufacturers shall be on SPL WW-227B.

PVC sewer and wastewater pipe and fittings 18 through 27 inch diameter shall conform to ASTM F 679. Pipe shall have minimum cell classification of 12364 or 12454. Pipe stiffness shall be at least 72 psi as determined by ASTM D 2412. Pipe manufacturers shall be on SPL WW-227A, and fitting manufacturers shall be on SPL WW-227B.

Pipe with a whitened exterior (fading of color) that was manufactured more than two (2) years before the proposed installation date shall be rejected.

2. Joints

PVC pipe and fitting shall have elastomeric gasket joints conforming to ASTM D 3212. Gaskets shall conform to ASTM F 477.

3. Pipe Markings

Pipe meeting ASTM D 3034 shall have permanent marking on the pipe that includes the following at intervals of not more than 5 feet:

Manufacturer's name and/or trademark and code.

Nominal pipe size.

PVC cell classification per ASTM D 1784.

The legend "SDR-_ _ PVC Sewer Pipe" (SDR 26, 23.5. or less is required)

The designation "ASTM D 3034"

Pipe meeting ASTM F 679 shall have permanent marking that includes the following at intervals of not more than 5 feet:

Manufacturer's name or trademark and code

Nominal pipe size

PVC cell classification per ASTM D 1784

Pipe stiffness designation "PS _ _ PVC Sewer Pipe" (PS of at least 72 is required

The designation "ASTM F 679"

4. Fitting Markings

Fittings meeting ASTM D 3034 shall have permanent marking that includes the following:

Manufacturer's name or trademark

Nominal size

The material designation "PVC"

The designation, "ASTM F 679"

Fittings meeting ASTM F 679 shall have permanent marking that includes the following:

Manufacturer's name or trademark and code

Nominal size

The material designation "PVC"

The designation "ASTM F 679"

5. Tracer Tape

Inductive Tracer Detection Tape shall be placed directly above the centerline of all non-metallic pipe a minimum of 12 inches below subgrade or, in areas outside the limits of pavement, a minimum of 18 inches below finished grade. The tracer tape shall be encased in a protective, inert, plastic jacket and color coded according to American Public Works Association Uniform Color Code. Except for minimum depth of cover, the tracer tape shall be placed according to manufacturer's recommendations. Manufacturers must be listed on SPL WW-597.

(m) Steel Pipe

1. Standard Weight

ASTM A 53, Schedule 40.

2. Extra Heavy Weight

Seamless ASTM A 53, Schedule 80.

3. Encasement Pipe

a. For direct-bury installations, pipe shall conform to ASTM A134 with minimum thickness of ⅜ inch (9.5 mm).

b. For jacked installations, pipe shall conform to requirements on drawings.

4. Fittings

Nipples and fittings extra strong Federal Specification WW-N 351 or WW-P 521.

5. Coatings

Black or galvanized as indicated.

(n) Welded Steel Pipe and Fittings for Water-Pipe

1. General Reference Standards Specification.

Specifications of the American Water Works Association (AWWA) listed below shall apply to this Section.

C-200 Steel Water Pipe 6 inches and larger.

C-205 Cement-Mortar Protective Lining and Coating for Steel Water Pipe, 4 inches and larger, Shop Applied.

C-206 Field Welding of Steel Water Pipe.

C-207 Steel Pipe Flanges for Waterworks Services, Sizes 4 inches through 144 inches.

C-208 Dimensions for Steel Water Pipe Fittings.

C-602 Cement-Mortar Lining of Water Pipelines, 4 inches and larger in Place.

2. Submittals

Furnish Shop Drawings, product data, design calculations and test reports as described below:

a. Certified copies of mill tests confirming the type of materials used in steel plates, mill pipe flanges and bolts and nuts to show compliance with the requirements of the applicable standards.

b. Complete and dimensional working drawings of all pipe layouts. Shop Drawings shall include the grade of material, size, wall thickness of the pipe and fittings, type and location of fittings and the type and limits of the lining and coating systems of the pipe and fittings.

c. Product data to show compliance of all couplings, supports, fittings, coatings and related items.

3. Job Conditions

a. The internal design pressure of all steel pipe and fittings shall be as indicated.

b. The interior of all steel pipe for potable water, 4 inches and larger, shall be cement-mortar lined.

4. Manufacturing

a. Description

Pipe shall comply with AWWA C-200.

(1) Circumferential deflection of all pipe in-place shall not exceed 2.0 percent of pipe diameter.

(2) Diameter

Nominal pipe diameter shall be the inside diameter of lining or pipe barrel, unless otherwise designated in Job Conditions.

b. Wall Thickness

(1) Steel pipe wall thickness shall be designed for the internal and external loads specified in this section. The cylinder thickness needed to resist internal pressure shall be based on an allowable stress in the steel equal to ½ the minimum yield stress of the material used.

5. Fittings

a. Welded

Fabricated steel fittings shall be of the same material as pipe and shall comply with AWWA C-208.

6. Flanges

a. Flanges shall comply with the requirements of AWWA C-207, Class D or Class E. The class shall be based on operating conditions and mating flanges of valves and equipment.

b. Gaskets shall be cloth-inserted rubber, ⅛ inch thick.

c. Flanges shall be flat faced with a serrated finish.

7. Pipe Joints

a. Lap Joints for Field Welding

(1) Lap joints for field welding shall conform to AWWA C-206. This item applies only to pipes 72 inches in diameter and larger.

(2) The bell ends shall be formed by pressing on a hydraulic expander or a plug die. After forming, the minimum radius of curvature of the bell end at any point shall not be less than 15 times the thickness of the steel shell. Bell ends shall be formed in a manner to avoid impairment of the physical properties of the steel shell. Joints shall permit a lap at least 1½ inches when assembled. The longitudinal or spiral weld on the inside of the bell end and the outside of the spigot end on each section of pipe shall be ground flush with the plate surface. The inside edge of the bell and the outside edge of the spigot shall be scarfed or lightly ground to remove the sharp edges or burrs.

b. Bell and Spigot Joints with O-Ring Gasket

(1) Bell and spigot joints with rubber gasket shall conform to AWWA C-200.

(2) The bell and spigot ends shall be so designed that when the joint is assembled, it will be self-centered and the gasket will be confined to an annular space in such manner that movement of the pipe or hydrostatic pressure cannot displace it. Compression of the gasket when the joint is completed shall not be dependent upon water pressure in the pipe and shall be adequate to ensure a watertight seal when subjected to the specified conditions of service. Bell and spigot ends shall be welded on preformed shapes. The bell and spigot ends shall conform to the reviewed Shop Drawings.

8. Interior and Exterior Protective Surface Coatings

a. Exterior Surface to be mortar coated shall conform to AWWA C-205 for shop application and AWWA C-602 for field application. Pipe materials shall be the product of an organization, which has had not less than 5 years successful experience manufacturing pipe materials, and the design and manufacture of the pipe, including all materials, shall be the product of one company.

b. All surfaces except as noted in c and d below shall receive shop application of mortar lining and coating.

c. Field Welded Joints. After installation, clean, line and coat unlined or uncoated ends adjacent to welded field joints, including the weld proper, as specified for pipe adjacent to the weld. Potable water only shall be used in the preparation of any cement, mortar, or grout lining.

d. Machined Surfaces. Shop coat machined surfaces with a rust preventative compound. After jointing surfaces, remaining exposed surfaces shall be coated per a. and b. above.

(o) Corrugated Metal Pipe

1. General

   Pipe shall be corrugated continuous lock or welded seam helically corrugated pipe. Corrugated metal pipe may be galvanized steel, aluminized steel or aluminum conforming to the following:

   Galvanized Steel: AASHTO M 218

   Aluminized Steel: AASHTO M 274

   Aluminum: AASHTO M 197

   Where reference is made herein to gage of metal, the reference is to U.S. Standard Gage for uncoated sheets. Tables in AASHTO M 218 and AASHTO M 274 list thickness for coated sheets in inches. The Tables in AASHTO M 197 list thickness in inches for clad aluminum sheets.

   Sampling and testing of metal sheets and coils used for corrugated metal pipe shall be in accordance with TXDOT Test Method Tex-708-I.

   Damaged spelter coating shall be repaired by thoroughly wire brushing the damaged area and removing all loose, cracked or weld-burned spelter coating. The cleaned area shall be painted with a zinc dust-zinc oxide paint conforming to Federal Specifications TT-P 641b. Damaged pipe shall be rejected and removed from the project.

   Damaged aluminized coating shall be repaired in accordance with the manufacturer's recommendations.

   The following information shall be clearly marked on each section of pipe:

      Thickness and corrugations.

      Trade Mark of the manufacturer.

      Specification compliance.

2. Fabrication.

      a. Steel Pipe.

      Galvanized or aluminized steel pipe shall be full circle or arch pipe conforming to AASHTO M 36, Type I or Type II as indicated.

      It may be fabricated with circumferential corrugations; lap joint construction with riveted or spot welded seams or it may be fabricated with helical corrugations with continuous helical lock seam or ultra high frequency resistance butt-welded seams.

      b. Aluminum Pipe

      Pipe shall conform to AASHTO M 196, Type I, circular pipe or Type II, pipe arch as indicated. It may be fabricated with circumferential corrugations; lap joint construction with riveted or spot welded seams or it may be fabricated with helical corrugations with a continuous helical lock seam.

      Portions of aluminum pipe that are to be in contact with high chloride concrete or metal other than aluminum, shall be insulated from these materials by a coating of bituminous material. The coating applied to the pipe or pipe arch to provide insulation between the aluminum and other material shall extend a minimum distance of 1 foot beyond the area of contact.

3. Selection of Gages

The pipe diameter, permissible corrugations and required gauges for circular pipe shall be as indicated on the drawings.

For pipe arch, the span, rise, gage, corrugation size and coating thickness shall be as shown on the drawings. A tolerance of plus or minus 1 inch or 2 percent of equivalent circular diameter, whichever is greater, will be permissible in span and rise, with all dimensions measured from the inside crests of the corrugations.

4. Joint Material

Except as otherwise indicated, coupling bands and other hardware for galvanized or aluminized steel pipe shall conform to AASHTO M 36 for steel pipe and AASHTO M 196 for aluminum pipe. Field joints for each type of corrugated metal pipe shall maintain pipe alignment during construction and prevent infiltration of soil material during the life of the installation.

Coupling bands shall be not more than 3 nominal sheet thickness lighter than the thickness of the pipe to be connected and in no case lighter than 0.052 inch for steel or 0.048 inch for aluminum.

Coupling bands shall be made of the same base metal and coating (metallic or otherwise) as the pipe.

Coupling bands shall lap equally on each of the pipes being connected to form a tightly closed joint after installation.

Pipes furnished with circumferential corrugations shall be field jointed with corrugated locking bands. This includes pipe with helical corrugations, which has reformed circumferential corrugations on the ends. The locking bands shall securely fit into at least one full circumferential corrugation on each of the pipe ends being coupled. The minimum width of the corrugated locking bands shall be as shown below for the corrugation which corresponds to the end circumferential corrugations on the pipes being joined:

10½ inches wide for 2⅔ inches × ½-inch corrugations.

12 inches wide for 3 inches × 1 inch or 5 inches × 1-inch corrugations.

Helical pipe without circumferential end corrugations will be permitted only when it is necessary to join a new pipe to an existing pipe, which was installed with no circumferential end corrugations. In this event pipe furnished with helical corrugations at the ends shall be field jointed with either helically corrugated bands or with bands with projections or dimples. The minimum width of helically corrugated bands shall conform to the following:

12 inches wide for pipe diameters up to and including 72 inches.

14 inches wide for 1 inch deep helical end corrugations.

Bands with projections shall have circumferential rows of projections with one projection for each corrugation. The width of bands with projections shall be not less than the following:

12 inches wide for pipe diameters up to and including 72 inches.

The bands shall have 2 circumferential rows of projections.

16¼ inches wide for pipe diameters of 78 inches and greater.

The bands shall have 4 circumferential rows of projections.

Unless otherwise indicated, all bolts for coupling bands shall be ½-inch diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts and bands greater than 12 inches wide shall have a minimum of 3 bolts.

Galvanized bolts may be hot dip galvanized conforming to AASHTO M 232, mechanically galvanized to provide the same requirements as AASHTO M 232 or electro-galvanized per ASTM A 164 Type RS.

5. Additional Coatings or Linings

a. Bituminous Coated

Bituminous Coated pipe or pipe arch shall be as indicated both as to base metal and fabrication and in addition shall be coated inside and out with a bituminous coating which shall meet the performance requirements set forth herein. The bituminous coating shall be 99.5 percent soluble in carbon bisulphide. The pipe shall be uniformly coated inside and out to a minimum thickness of 0.05 inch, measured on the crests of the corrugations.

The bituminous coating shall adhere to the metal tenaciously, shall not chip off in handling and shall protect the pipe from deterioration as evidenced by samples prepared from the coating material successfully meeting the Shock Test and Flow Test in accordance with Test Method Tex-522-C.

b. Paved Invert

Where a Paved Invert is indicated, the pipe or pipe arch, in addition to the fully coated treatment described above, shall receive additional bituminous material of the same specification as above, applied to the bottom quarter of the circumference to form a smooth pavement with a minimum thickness of ⅛ inch above the crests of the corrugations.

c. Cement Lined

(1) General

Except as modified herein, pipe shall conform to AASHTO M 36 for lock seam or welded helically corrugated steel pipe. Pipe shall be of full circle and shall be fabricated with two annular corrugations for purposes of joining pipes together with band couplers. Lock seams shall develop the seam strength as required in Table 3 of AASHTO M 36. Concrete lining shall conform to the following:

Composition

Concrete for the lining shall be composed of cement, fine aggregate and water that are well mixed and of such consistency as to produce a dense, homogeneous, non-segregated lining.

Cement

Portland Cement shall conform to AASHTO M 85.

Aggregate

Aggregates shall conform to AASHTO M 6 except that the requirements for gradation and uniformity of gradation shall not apply.

Mixture

The aggregates shall be sized, graded, proportioned and thoroughly mixed with such proportions of cement and water as will produce a homogenous concrete mixture of such quality that the pipe will conform to the design requirements indicated. In no case, however, shall the proportions of Portland Cement, blended cement or Portland Cement plus pozzolanic admixture be less than 470 lb/cu. yd. of concrete.

Thickness

The lining shall have a minimum thickness of ⅛ inch above the crest of the corrugations.

Lining Procedures

The lining shall be plant applied by a machine traveling through a stationary pipe. The rate of travel of the machine and the rate of concrete placement shall be mechanically regulated so as to produce a homogenous nonsegregated lining throughout.

Surface Finish

The lining machine shall also mechanically trowel the concrete lining as the unit moves through the pipe.

Certification

Furnish manufacturer's standard certification of compliance upon request of the purchaser.

Joints

Pipe shall be joined together with coupling bands made from steel sheets to an indicated thickness of 0.064 inch (12 ga.). Coupling bands shall be formed with two corrugations that are spaced to provide seating in the third corrugation of each pipe end without creating more than ½ inch ± annular space between pipe ends when joined together.

Bands shall be drawn together by two ½ inch galvanized bolts through the use of a bar and strap suitably welded to the band.

When O-ring gaskets are indicated they shall be placed in the first corrugation of each pipe and shall be compressed by tightening the coupling band. Rubber O-ring gaskets shall conform to Section 5.9, ASTM C 361.

(2) Causes for Rejection

Pipe shall be subject to rejection on account of failure to conform to any of the indications. Individual sections of pipe may be rejected because of any of the following:

Damaged ends, where such damage would prevent making satisfactory joint.

Defects that indicate poor quality of work and could not be easily repaired in the field.

Severe dents or bends in the metal itself.

If concrete lining is broken out, pipe may be rejected or at the discretion of the E/A, repaired in the field in accordance with the manufacturer's recommendation.

Hairline cracks or contraction cracks in the concrete lining are to be expected and does not constitute cause for rejection.

d. Fiber Bonded

Where fiber bonded pipe is indicated, the pipe or pipe arch shall be formed from sheets whose base metal shall be as indicated. In addition, the sheets shall have been coated with a layer of fibers, applied in sheet form by pressing them into a molten metallic bonding. If a paved invert is indicated it shall be in accordance with the procedure outlined above. The test for spelter coating above is waived for fiber bonded pipe.

6. Slotted Drain Storm Sewers

The pipes for the slotted drain and slotted drain outfall shall be helically corrugated, lock seam or welded seam pipe. Materials and fabrication shall be in accordance with the above. The metal thickness shall be a minimum 16 gage.

The chimney assemblies shall be constructed of 3/16inch welded plate or machine formed 14 gage galvanized steel sheets. The height of the chimney required shall be as indicated. Metal for the welded plate slot shall meet the requirements of ASTM A 36 and the completed plate slot shall be galvanized after fabrication in accordance with ASTM A 123.

Weld areas and the heat affected zones where the slot is welded to the corrugated pipe shall be thoroughly cleaned and painted with a good quality asphalt base aluminum paint.

7. Mortar

Mortar shall be composed of 1 part Type I Portland Cement and 2 parts clean, sharp mortar sand suitably graded for the purpose and conforming in other respects to the provisions for fine aggregate of Item No. 403, "Concrete for Structures". Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight of the total dry mix.

(9) Geotextile Filter Fabric for Pipe Bedding Material

Geotextile filter fabric for pipe bedding material shall be Hanes Geo Components - TerraTex NO4.5 (AOS US Standard Sieve 70) geotextile fabric or approved equal.

Source: Rule No. R161-22.13, 11-7-2022.

510.3 Construction Methods

(1) General

Prior to commencing this Work, all erosion control and tree protection measures required shall be in place and all utilities located and protected as set forth in "General Conditions". Clearing the site shall conform to Item No. 102S, "Clearing and Grubbing". Maintenance of environmental quality protection shall comply with all requirements of "General Conditions" and Item No. 601S, "Salvaging and Placing Topsoil".

The Contractor shall Work such that a reasonable minimum of disturbance to existing utilities will result. Particular care shall be exercised to avoid the cutting or breakage of all existing utilities. If at any

time the Contractor's operations damage the utilities in place, the Contractor shall immediately notify the owner of the utility to make the necessary repairs. When active wastewater sewer lines are cut in the trenching operations, temporary flumes shall be provided across the trench while open and the lines shall be restored when the backfilling has progressed to the original bedding lines of the sewer so cut.

The Contractor shall inform utility owners sufficiently in advance of the Contractor's operations to enable such utility owners to reroute, provide temporary detours or to make other adjustments to utility lines in order that the Contractor may Work with a minimum of delay and expense. The Contractor shall cooperate with all utility owners concerned in effecting any utility adjustments necessary and shall not hold the City liable for any expense due to delay or additional Work because of conflicts arising from existing utilities.

The Contractor shall do all trenching in accordance with the provisions and the directions of the E/A as to the amount of trench left unfilled at any time. All excavation and backfilling shall be accomplished as indicated and in compliance with State Statutes.

Where excavation for a pipe line is required in an existing City street, an excavation permit is required and control of traffic shall be as indicated in accordance with the Texas Manual on Uniform Traffic Control Devices.

Wherever existing utility branch connections, sewers, drains, conduits, ducts, pipes or structures present obstructions to the grade and alignment of the pipe, they shall be permanently supported, removed, relocated or reconstructed by the Contractor through cooperation with the owner of the utility, structure or obstruction involved. In those instances where their relocation or reconstruction is impractical, a deviation from line and grade will be ordered by the E/A and the change shall be made in the manner directed.

Adequate temporary support, protection and maintenance of all underground and surface utility structures, drains, sewers and other obstructions encountered in the progress of the Work shall be furnished by, and at the expense of, the Contractor and as approved by the E/A.

Where traffic must cross open trenches, the Contractor shall provide suitable bridges in conformance with Standard 804S-4. Adequate provisions shall be made for the flow of sewers; drains and watercourses encountered during construction and any structures, which may have been disturbed, shall be satisfactorily restored upon completion of Work.

When rainfall or runoff is occurring or is forecast by the U.S. Weather Service, the Contractor shall not perform or attempt any excavation or other earth moving Work in or near the flood plain of any stream or watercourse or on slopes subject to erosion or runoff, unless given specific approval by the E/A. When such conditions delay the Work, an extension of time for working day contracts will be allowed in accordance with "General Conditions".

(2) Water Line/New Wastewater Line Separation

Separation between water, reclaimed water, and wastewater lines shall be provided as shown in the Drawings.

Crossings of water, reclaimed water, and wastewater lines shall conform to details in the Drawings.

Wastewater manholes within 9 feet of water and reclaimed water lines shall be made watertight according to details in the Drawings.

(3) Utility and Storm Sewer Crossings

When the Contractor installs a pipe that crosses under a utility or storm sewer structure and the top of the pipe is within 18 inches of the bottom of the structure, the pipe shall be backfilled as shown in the

Drawings. When the Contractor installs a pipe that crosses under a utility or storm sewer structure that is not shown in the Drawings, the pipe shall be backfilled as directed by the Engineer. Payment for backfilling pipe at utility or storm sewer structures not shown in the Drawings shall be by Change Order.

(4) Trench Excavation

Excavation in a paved street shall be preceded by saw cutting completely through any asphaltic cement concrete or Portland cement concrete surface, base, or subbase to the underlying subgrade. This requirement shall not apply to excavations made with trenching machines that use a rotating continuous belt or chain for cutting and removing of material.

Underground piped utilities shall be constructed in an open cut in accordance with Federal regulations, applicable State Statutes conforming to Item No. 509S, "Excavation Safety Systems" and with a trench width and depth described below. When pipe is to be constructed in fill above the natural ground, Contractor shall construct embankment to an elevation not less than one foot above the top of the pipe, after which trench is excavated. Required vertical sides shall be sheeted and braced as indicated to maintain the sides of the required vertical excavation throughout the construction period. Adequacy of the design of sheeting and bracing shall be the responsibility of the Contractor's design professional. The Contractor shall be responsible for installation as indicated. After the pipe has been laid and the backfill placed and compacted to 12 inches above the top of the pipe, any sheeting, shoring and bracing required may be removed with special care to ensure that the pipe is not disturbed. As each piece of sheeting is removed, the space left by its removal must be thoroughly filled and compacted with suitable material and provisions made to prevent the sides of the trench from caving until the backfill has been completed. Any sheeting left in place will not be paid for and shall be included in the unit price bid for pipe.

(5) Trench Width

Trenches for water, reclaimed, and wastewater lines shall have a clear width on each side beyond the outside surfaces of the pipe bell or coupling of not less than 6 inches nor more than 12 inches.

Trenches for Storm Sewers up to 42 inches shall have a width of 1 foot on each side beyond the outside surfaces of the pipe. Pipes more than 42 inches shall have a trench width not to exceed 18 inches on each side beyond the outside surfaces of the pipe.

If the trench width within the pipe zone exceeds this maximum, the entire pipe zone shall be refilled with approved backfill material, thoroughly compacted to a minimum of 95 percent of maximum density as determined by TxDOT Test Method Tex-114-E and then re-excavated to the proper grade and dimensions. Excavation along curves and bends shall be so oriented that the trench and pipe are approximately centered on the centerline of the curve, using short lengths of pipe and/or bend fittings if necessary.

For all utilities to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than 1 foot above the top of the utility after which excavation for the utility shall be made.

(6) Trench Depth and Depth of Cover

All pipe and in-line appurtenances shall be laid to the grades indicated. The depth of cover shall be measured from the established finish grade, natural ground surface, subgrade for staged construction, street or other permanent surface to the top or uppermost projection of the pipe.

(a) Where not otherwise indicated, all potable/reclaimed water piping shall be laid to the following minimum depths:

1. Minimum depth of cover over the uppermost projection of pipe shall be at least 48 inches below proposed ground elevation.

2. Unless approved by the E/A, installation of potable/reclaimed water piping in proposed new streets will not be permitted until paving and drainage plans have been approved and the roadway traffic areas excavated to the specified or standard paving subgrade, with all parkways and sidewalk areas graded according to any applicable provisions of the drainage plans or sloped upward from the curb line to the right-of-way line at a minimum slope of ¼ inch per foot. Piping and appurtenances installed in such proposed streets shall be laid with at least 36 inches of cover below the actual subgrade.

(b) Where not otherwise indicated, all wastewater piping shall be laid to the following minimum depths:

1. Wastewater piping installed in natural ground in easements or other undeveloped areas, which are not within existing or planned streets, roads or other traffic areas shall be laid with at least 42 inches of cover.

2. Wastewater piping installed in proposed streets, existing streets, roads or other traffic areas shall be laid with at least 66 inches of cover.

(7) Classification of Excavation

Excavation will not be considered or paid for as a separate item of Work, so excavated material will not be classified as to type or measured as to quantity. Full payment for all excavation required for the construction shall be included in the various unit or lump sum Contract prices for the various items of Work installed, complete in place. No extra compensation, special treatment or other consideration will be allowed due to rock, pavement, caving, sheeting and bracing, falling or rising water, working under and in the proximity of trees or any other handicaps to excavation.

(8) Dewatering Excavation

Underground piped utilities shall not be constructed or the pipe laid in the presence of water. All water shall be removed from the excavation prior to the pipe placing operation to ensure a dry firm granular bed on which to place the underground piped utilities and shall be maintained in such unwatered condition until all concrete and mortar is set. Removal of water may be accomplished by bailing, pumping or by a well-point installation as conditions warrant.

In the event that the excavation cannot be dewatered to the point where the pipe bedding is free of mud, a seal shall be used in the bottom of the excavation. Such seal shall consist of Class B concrete, conforming to Item No. 403, "Concrete for Structures", with a minimum depth of 3 inches.

(9) Trench Conditions

Before attempting to lay pipe, all water, slush, debris, loose material, etc., encountered in the trench must be pumped or bailed out and the trench must be kept clean and dry while the pipe is laid and backfilled. Where needed, sump pits shall be dug adjoining the trench and pumped as necessary to keep the excavation dewatered.

Backfilling shall closely follow pipe laying so that no pipe is left exposed and unattended after initial assembly. All open ends, outlets or other openings in the pipe shall be protected from damage and shall be properly plugged and blocked watertight to prevent the entrance of trench water, dirt, etc. The interior of the pipeline shall at all times be kept clean, dry and unobstructed.

Where the soil encountered at established footing grade is a quicksand, saturated or unstable material, the following procedure shall be used unless other methods are indicated:

All unstable soils shall be removed to a depth of a minimum 2 feet below bottom of piped utility or as required to stabilize the trench foundation. Such excavation shall be carried out for the entire trench width.

All unstable soil so removed shall be replaced with a concrete seal, foundation rock or coarse aggregate materials placed across the entire trench width in uniform layers not to exceed 6 inches, loose measure and compacted by mechanical tamping or other means which shall provide a stable foundation for the utility.

Forms, sheathing and bracing, pumping, additional excavation and backfill required in unstable trench conditions shall be included in the unit price bid for pipe.

(10) Blasting

All blasting shall conform to the provisions of the "General Conditions" and/or "Public Safety and Convenience".

(11) Removing Old Structures

When out of service masonry structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the trench and to a depth of 1 foot below the bottom of the trench. When abandoned inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new sewers, such manholes and inlets within the construction limits shall be removed completely to a depth 1 foot below the bottom of the trench. In each instance, the bottom of the trench shall be restored to grade by backfilling and compacting by the methods provided above. Where the trench cuts through storm or wastewater sewers which are known to be abandoned, these sewers shall be cut flush with the sides of the trench and blocked with a concrete plug in a manner satisfactory to the E/A. When old structures are encountered, which are not visible from the existing surface and are still in service, they shall be protected and adjusted as required to the finished grade.

(12) Lines and Grades

Grades, lines and levels shall conform to the General Conditions and/or "Grades, Lines and Levels". Any damage to the above by the Contractor shall be re-established at the Contractor's expense. The Contractor shall furnish copies of all field notes and "cut sheets" to the City.

The location of the lines and grades indicated may be changed only by direction of the E/A. It is understood that the Contractor will be paid for Work actually performed on the basis of the unit Contract prices and that the Contractor shall make no claim for damages or loss of anticipated profits due to the change of location or grade.

All necessary electronic devices for controlling the Work shall be furnished by, and at the expense of, the Contactor. The Contractor shall furnish good working condition suitable devices for use in achieving lines and grades and the necessary plummets and graduated poles.

The Contractor shall submit to the E/A at least 6 copies of any layout Drawings from the pipe manufacturer for review and approval. The Contractor shall submit the layout Drawings at least 30 days in advance of any actual construction of the project. The E/A will forward all comments of the review to the Contractor for revision. Revisions shall be made and forwarded to the E/A for his acceptance. Prior to commencement of the Project, reviewed layout Drawings will be sent to the Contractor marked for construction.

Should the Contractor's procedures not produce a finished pipe placed to grade and alignment, the pipe shall be removed and relayed and the Contractors procedures modified to the satisfaction of the E/A. No additional compensation shall be paid for the removal and relaying of pipe required above.

(13) Surplus Excavated Materials

Excess material or material which cannot be made suitable for use in embankments will be declared surplus by the E/A and shall become the property of the Contractor to dispose of off site at a permitted fill site, without liability to the City or any individual. Such surplus material shall be removed from the Work site promptly following the completion of the portion of the utility involved.

(14) Pipe Bedding Envelope

Pipe shall be installed in a continuous bedding envelope of the type shown on the drawings or as described herein. The envelope shall extend the full trench width, to a depth of at least 6 inches (150 mm) below the pipe and to a depth of the springline of rigid concrete pipe or 1 inch above the top of pipe for flexible corrugated metal pipe of storm water pipe and at least 12 inches (300 mm) above water, reclaimed, and wastewater pipe.

(a) Standard Bedding Materials

USE/PIPE MATERIAL	Cement Stabilized Backfill	Natural or Mf'd Sand	Pea Gravel	PIPE BEDDING STONE			
				Uncrushed Gravel	Crushed Gravel	Crushed Stone	Stone Screenings
WATER and RECLAIMED WATER							
Welded Steel	X					X	
Service Tubing ¾" to 2½"		X	X				X
WATER and RECLAIMED WATER (Ductile Iron)							
Up to 15 Inch ID		X	X	X			X
Larger Than 15 Inch ID			X	X			
WATER and RECLAIMED WATER (PVC only) and WASTEWATER							
Up to 15 Inch ID		X	X	X	X	X	X
Larger Than 15 Inch ID			X	X	X	X	
STORMWATER							
Concrete		X	X	X	X	X	X
Metal		X	X	X			X

(b) General requirements and limitations governing bedding selection.

(1) Crushed gravel or crushed stone shall not be used with polyethylene tubing or polyethylene film wrap.

(2) Uncrushed gravel may be used with polyethylene film wrap in trenches up to 6 feet deep and in deeper trenches where ample trench width, a tremmie, or conditions will allow controlled placement of the gravel without damaging the polyethylene wrap.

(3) Bedding shall be placed in lifts not exceeding 8 inches loose thickness and compacted thoroughly to provide uniform support for the pipe barrel and to fill all voids around the pipe.

(4) Pea Gravel or bedding stone shall be used in blasted trenches.

(c) Requirements to prevent particle migration.

Bedding material shall be compatible with the materials in the trench bottom, walls and backfill so that particle migration from, into or through the bedding is minimized. The E/A may require one or more of the following measures to minimize particle migration: use of impervious cut-off

collars; selected bedding materials, such as pea gravel or bedding stone mixed with sand; filter fabric envelopment of the bedding; cement stabilized backfill; or other approved materials or methods. Measures to minimize particle migration will be shown on the Drawings or designated by the E/A, and, unless provisions for payment are provided in the contract documents, the cost of these measures shall be agreed by change order. The following limitations shall apply.

(1) Sand, alone, shall not be used in watercourses, in trenches where groundwater is present, or in trenches with grades greater than 5 percent.

(2) Pea gravel or bedding stone, alone, shall not be used in the street right-of-way within 5 feet of subgrade elevation in trenches that are 3 feet or wider.

(3) Each gravel or bedding stone, alone, shall not be used where the trench bottom, sides, or backfill is composed of non-cementitious, silty or sandy soils having plasticity indices less than 20, as determined by the E/A.

(4) Sand, alone, shall not be used for installation of concrete storm water pipe unless the bedding envelope is wrapped with a geotextile membrane and the joints of the stormdrain conduit are wrapped to prevent the migration of fines into the bedding envelope and into the stormdrain conduit.

(5) For concrete storm water pipe, if pea gravel, uncrushed gravel, crushed gravel, crushed stone, or combination thereof is used for pipe bedding material, a geotextile filter fabric shall be placed around the perimeter of the joint.

(15) Laying Pipe

No pipe shall be installed in the trench until excavation has been completed, the bottom of the trench graded and the trench completed as indicated.

Laying of corrugated metal pipes on the prepared foundation shall be started at the outlet end with the separate sections firmly joined together, with outside laps of circumferential joints pointing upstream and with longitudinal laps on the sides. Any metal in joints, which are not protected by galvanizing, shall be coated with suitable asphaltum paint. Proper facilities shall be provided for hoisting and lowering the sections of pipe into the trench without damaging the pipe or disturbing the prepared foundation and the sides of the trench. Any pipe which is not in alignment or which shows any undue settlement after laying or damage, shall be taken up and re-laid without extra compensation.

Multiple installations of corrugated pipe or arches shall be laid with the centerlines of individual barrels parallel. When not otherwise indicated, clear distances of 2 feet between outer surfaces of adjacent pipes shall be maintained.

No debris shall remain in the drainways or drainage structures.

All recommendations of the manufacturer shall be carefully observed during handling and installation of each material. Unless otherwise indicated, all materials shall be delivered to the project by the manufacturer or agent and unloaded as directed by the Contractor. Each piece shall be placed facing the proper direction near to where it will be installed.

The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign matter at all times and stored in a manner that will protect them from damage. Stockpiled materials shall be stacked so as to minimize entrance of foreign matter.

The interior of all pipeline components shall be clean, dry and unobstructed when installed.

Piping materials shall not be skidded or rolled against other pipe, etc. and under no circumstances shall pipe, fittings or other accessories be dropped or jolted.

During handling and placement, materials shall be carefully observed and inspected and any damaged, defective or unsound materials shall be marked, rejected and removed from the job site. Minor damage shall be marked and repaired in a manner satisfactory to the E/A. Joints, which have been placed, but not joined, backfilled, etc., shall be protected in a manner satisfactory to the E/A.

(16) Assembling of Pipe

Angular spacing of all joints shall meet the manufacturer's recommendations for the pipe and accessories being used. Side outlets shall be rotated so that the operating stems of valves shall be vertical when the valves are installed. Pressure pipe shall be laid with bell ends facing the direction of pipe installation. Pipe end bells shall be placed upgrade for all wastewater lines.

Orientation marks, when applicable, shall be in their proper position before pipe is seated.

Before joining any pipe, all foreign matter, lumps, blisters, excess coal tar coating, oil or grease shall be removed from the ends of each pipe and the pipe ends shall then be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

Every precaution shall be taken to prevent foreign material from entering the pipe during installation. No debris, tools, clothing or other materials shall be placed in the pipe.

(17) Joints

(a) Mortar (Storm Drain joints only)

Pipe ends shall be clean, free of asphalt or other contaminants, which will inhibit the bond of the mortar to the pipe. The pipe ends shall be moistened immediately prior to placing the mortar in the joint.

(b) Cold Applied Preformed Plastic Gaskets (Storm Drain joints only)

The pipe ends shall be clean and the joint material applied to the dry pipe. In cold weather, the joint material shall be heated to facilitate the seal of the joint.

(c) O-Ring and Push-on Joints

Just before making a joint the ends of the pipe shall be clean, dry, free of any foreign matter, lump blisters, excessive coal tar coating and grease or oil and shall be wire brushed. The gasket and the inside surface of the bell shall be lubricated with a light film of soft vegetable soap compound (Flax Soap) to facilitate telescoping the joints. The rubber gasket if not factory installed shall be stretched uniformly as it is placed in the spigot groove to ensure a uniform volume of rubber around the circumference of the groove. The spigot shall be centered in the bell and the pipe pushed home uniformly to avoid twisting or otherwise displacing or damaging the rubber gasket. Bedding material shall be placed and tamped against pipe to secure the joint. Care should be taken to prevent dirt or foreign matter from entering the joint space.

Joint Gasket Inspection: After each pipe section is joined, inspect joint gasket to ensure that no displacement of gasket has occurred by use of a feeler gauge approximately ½ inch wide and 0.015-inch thick, or by other gasket inspection procedures approved or recommended by pipe manufacturer that ensures a watertight installation prior to backfilling. If gasket displacement has occurred, remove pipe section and remake joint as for new pipe. Remove old gasket and replace with new gasket before remaking joint.

(d) Bolted Joints

All flanged, mechanical or other bolted joints shall be joined with nuts and bolts and be coated as indicated above in Iron Pipe.

(e) Storm Drain Joints

Storm drain joints sealed with preformed flexible joint sealants shall be provided and installed in compliance with ASTM C990. Storm drain joints sealed with rubber gaskets shall comply with ASTM C443 Install joint sealants in accordance with the pipe and joint sealant manufacturers' recommendations. Place the joint sealer so that no dirt or other deleterious materials come in contact with the joint sealing material. Pull or push home the pipe with enough force to properly seal the joint with the final joint opening (gap) on the inside of the installed pipe being less than or equal to the pipe manufacturer's recommended dimensions. Protrusion of joint material greater than ⅛" into the interior of the pipe will not be accepted. Excess joint material will be removed to within ⅛''of pipe surface. Observe joint sealant manufacturer's recommendations for installation temperature of the joint sealant. Apply joint sealant to pipe joint immediately before placing pipe in trench, and then connect pipe to previously laid pipe.

If inspection (video or other means) reveal C-990 joints that show signs of backfill infiltration, or where joints or conduits exhibit excessive joint gap or are otherwise defective, then the contractor has the following options:

1. Conduits less than 36-inches in any dimension: pour a concrete collar around the joint or wrap joint with a wrap meeting requirements of ASTM C-877 or approved equal.
2. Conduits greater than or equal to 36-inches in all dimensions: repair joints using joint repair techniques recommended by the manufacturer to achieve a completed system that meets all Contract requirements.

(18) Pressure Pipe Laying

(a) Grout for Concrete Steel Cylinder Pipe (CSC) and Welded Steel Pipe

Aggregate, cement, etc., shall be as indicated in "Mortar" herein. Potable water shall be used in the preparation of any cement, mortar, or grout lining.

Grout shall be poured into the recess between the bell and spigot on the outside of the pipe and contained by a joint wrapper ("diaper") recommended by the pipe manufacturer. The wrapper shall have a minimum width of 7 inches for 30 inch and smaller and 9 inches for larger pipe, secured to the pipe by "Band Iron" steel straps. The grout shall be poured in one continuous operation in such manner that after shrinkage and curing the joint recess shall be completely filled.

Mortar for the inside recess shall be of the consistency of plaster. The inside recess between the bell and spigot shall be filled with mortar after the pipe joint on either side of the recess has been backfilled and well tamped with no less than one pipe joint installed ahead of the pipe forming the recess. The mortar shall completely fill the recess and shall be trowelled and packed into place and finished off smooth with the inside of the pipe.

The Contractor shall inspect the joint after the mortar has set and make repairs of any pockets, cracks or other defects caused by shrinkage to the satisfaction of the E/A. The inside surface shall be cleared of any mortar droppings, cement, water, slurry, etc., before they have become set and shall be cleared of any other foreign matter. The inside surface of the pipe shall be left clean and smooth.

Pipe shall be handled at all times with wide non abrasive slings, belts or other equipment designed to prevent damage to the coating and all such equipment shall be kept in such repair that its continued use is not injurious to the coating. The use of tongs, bare pinch-bars, chain slings, rope slings without canvas covers, canvas or composition belt slings with protruding rivets, pipe hooks without proper padding or any other handling equipment, which the E/A deems to be injurious to the coating, shall not be permitted. The spacing of pipe supports required to handle the pipe shall be adequate to prevent cracking or damage to the cement mortar lining.

(19) Placing Pipe in Tunnels

Piping installed as a carrier pipe in a tunnel, encasement pipe, etc., shall have uniform alignment, grade, bearing and conform to the reviewed Shop Drawings. All necessary casing spacers, bedding material, grout cradle or paving, bracing, blocking, etc., as stipulated by the Contract or as may be required to provide and maintain the required pipe alignment and grade, shall be provided by the Contractor at no cost except as provided by the Bid Items. This shall include casing spacers acceptable to the Owner attached to the carrier pipe in accordance with the manufacturer's recommendations. The insertion pushing forces shall not exceed the pipe manufacturer's recommendation. Such carrier piping shall have flexible bolted or gasketed push-on joints or Concrete Steel Cylinder pipe installed as follows:

(a) 21 Inch Pipe and Smaller

Prior to placing the pipe in the tunnel, the inside joint recess at the bell shall be buttered with cement mortar.

After the joint is engaged, the excess mortar shall be smoothed by pulling a tight fitting swab through the joint. Cement mortar protection shall then be placed in the normal manner to the exterior of the joint and allowed to harden sufficiently to avoid dislodgment during installation. If time is of the essence, a quick setting compound may be used.

(b) 24 Inch Pipe and Larger

Each length of pipe shall be pushed into the tunnel as single units. A flexible mastic sealer shall be applied to the exterior of the joint prior to joint engagement. The surfaces receiving the mastic sealer shall be cleaned and primed in accordance with the manufacturer's recommendation. Sufficient quantities of the mastic sealer shall be applied to assure complete protection of all steel in the joint area. The interior of the joint shall be filled with cement mortar in the normal manner after the pipe is in its final position within the tunnel.

(20) Temporary Pipe Plugs, Caps, Bulkheads and Trench Caps

Temporary plugs, caps or plywood bulkheads shall be installed to close all openings of the pipe and fittings when pipeline construction is not in progress.

All temporary end plugs or caps shall be secured to the pipe as provided under Item No. 507, "Bulkheads".

Trench caps shall be reinforced Class D concrete as indicated.

(21) Corrosion Control

(a) Protective Covering

Unless otherwise indicated, all flanges, nuts, bolts, threaded outlets and all other iron or steel components buried and in contact with earth or backfill shall be wrapped with 8-mil (minimum) polyethylene film meeting ANSI/AWWA C-105 to provide a continuous wrap.

(22) Pipe Anchorage, Support and Protection

Pressure pipeline tees, plugs, caps and bends exceeding 22½ degrees; other bends as directed shall be securely anchored by suitable methods as defined in the construction documents. Unless otherwise indicated, on 24 inch or larger piping, all bends greater than 11¼ degrees shall be anchored as described herein.

Storm sewers on steep grades shall be lugged as indicated.

(a) Concrete Thrust Blocking

Concrete for use as reaction or thrust blocking shall be Class B conforming to Item No. 403, "Concrete for Structures".

Concrete blocking shall be placed between solid ground and the fitting to be anchored. The area of bearing on the pipe and on the ground shall be as indicated or directed by the E/A. The blocking shall, unless otherwise indicated, be so placed that the pipe, fittings and joints will be accessible for repair.

The trench shall be excavated at least 6 inches outside the outermost projections of the pipe or appurtenance and the trench walls shaped or undercut according to the detail Drawings or as required to provide adequate space and bearing area for the concrete.

The pipe and fittings shall be adequately weighted and laterally braced to prevent floating, shifting or straining of the pipeline while the concrete is being placed and taking initial set. The Contractor shall be solely responsible for the sufficiency of such restraints.

(b) Metal Thrust Restraint

Fabricated thrust restraint systems such as those described below may be approved for use instead of concrete blocking. To obtain approval, the project Drawings must include sufficient drawings, notes, schedules, etc., to assure that the proposed restraints as installed will be adequate to prevent undesirable movement of the piping components. Such restraint systems may only be used where and as specifically detailed and scheduled on approved Project Drawings.

1. Thrust Harness

   A metal thrust harness of tie rods, pipe clamps or lugs, turnbuckles, etc., may be approved. All carbon steel components of such systems, including nuts and washers, shall be hot-dip galvanized; all other members shall be cast ductile iron. After installation, the entire assembly shall be wrapped with 8-mil polyethylene film, overlapped and taped in place with duct tape to form a continuous protective wrap.

2. Restrained Joints

   Piping or fitting systems utilizing integral mechanically restrained joints may be approved. All components of such systems shall be standard manufactured products fabricated from cast ductile iron, hot-dip galvanized steel, brass or other corrosion resistant materials and the entire assembly shall be protected with a continuous film wrap as described for 1. above. Manufacturers of pipe with restrained joints integral to the pipe shall be listed on SPL WW-27F. All pipe and fitting systems with restrained joints shall be identified by applying an adhesive-backed warning tape to the top of the pipe and for the full length of the pipe, regardless of the type of pipe. For plastic pipes the warning tape shall be applied directly to the top of the pipe. For metal pipes and fittings the warning tape shall be applied to the top of the polyethylene film wrap. The warning tape shall conform to 510.2(8)(b)5.

   Location, configuration and description of such products shall be specifically detailed on the Drawings. (Add-on attachments such as retainer glands, all-thread rods, etc., are not acceptable.)

(c) Concrete Encasement, Cradles, Caps and Seals

When trench foundation is excessively wet or unstable or installation of water or wastewater pipe will result in less than 30 inches of cover, Contractor shall notify E/A. E/A may require Contractor to install a concrete seal, cradle, cap, encasement or other appropriate action.

All concrete cap, etc., shall be continuous and begin and end within 6 inches of pipe joints. Concrete cap, cradle and encasement shall conform to COA Standard 510S-1, "Concrete Trench Cap". The pipe shall be well secured to prevent shifting or flotation while the concrete is being placed.

(d) Anchorage Bulkheads

Concrete bulkheads keyed into the undisturbed earth shall be placed as indicated to support and anchor the pipe and/or backfill against end thrust, slippage on slopes, etc. Concrete material and placement shall be Class A, Item No. 403, "Concrete for Structures".

(e) Trench Caps, Concrete Rip-Rap and Shaped Retards

Where called for by the Contract or as directed by the E/A, concrete trench caps, concrete rip-rap and/or shaped retards shall be placed as detailed by the Drawings as protection against erosion. Concrete material and placement shall be Class B, Item No. 403, "Concrete for Structures".

(23) Wastewater Connections

(a) Connections to Mains 12 Inches and Smaller

All branch connections of new main lines shall be made by use of manholes.

Service stubs shall be installed as indicated. Minimum grade shall be 1 percent downward to main and minimum cover shall be 4½ feet at the curb. Standard plugs shall be installed in the dead end before backfilling.

Where a service connection to a main 12 inches or smaller is indicated, a wye, tee or double wye shall be installed.

Where a service connection to a main 15 inches or larger is indicated, a field tap may be made with the pipes installed crown to crown. The tap should be made conforming to the pipe manufacturer's recommendations with the E/A's approval.

Where not otherwise indicated, (wastewater) service connections shall be installed so that the outlet is at an angle of not more than 45 degrees above horizontal at the main line.

(b) Connections to the Existing System

Unless otherwise specified by the E/A, all connections made to existing mains shall be made at manholes with the crown of the inlet pipe installed at the same elevation as the crown of the existing pipe. Service stubs installed on the existing system shall be installed by use of tapping saddles unless otherwise approved by the E/A. Extreme care shall be exercised to prevent material from depositing in the existing pipe as the taps are being made.

When connections to existing mains are made, a temporary plug approved by the E/A must be installed downstream in the manhole to prevent water and debris from entering the existing system before Final Completion. These plugs shall be removed after the castings are adjusted to finish grade or prior to Final Completion.

(c) Connecting Existing Services to New Mains

Where wastewater services currently exist and are being replaced from the main to the property line, those services shall be physically located at the property line prior to installing any new mains into which the services will be connected. Where wastewater services currently exist but are not being replaced to the property line, those services shall be physically located at the point of connection between the new and existing pipes prior to installing any new mains into which the services will be connected.

(24) Potable or Reclaimed Water System Connections

All necessary connections of new piping or accessories to the existing potable or reclaimed water system shall be made by, and at the expense of, the Contractor. To minimize any inconvenience from outages, the Contractor shall schedule all such connections in advance and such schedule must be approved by the E/A before beginning any Work. When cutting existing water mains, the contractor shall ensure the existing pipe shall not be cut within 3 feet of an existing pipe joint. If a pipe joint exists within 3 feet, then adjacent pipe joint shall be removed and new pipe and approved sleeve installed in its place.

(a) Shutoffs

The City will make all shutoffs on existing potable or reclaimed water mains. The Contractor shall be required to notify the Owner's Representative in writing a least twenty five (25) Calendar Days prior to the anticipated date for a wet-connection. The Owner's Representative is defined as the City Inspector. The Owner's Representative will notify any affected utility customers at least 48 hours prior to the shutoff. AW will make the shutoff after ensuring that all appropriate measures have been taken to protect the potable or reclaimed water system, customers and employees.

The City will operate all valves to fill existing mains. Where a newly constructed main has not been placed in service and has only one connection to the potable or reclaimed system, the Contractor may operate one valve to fill the main after approval has been obtained from AW. The operation of the valve is to be conducted under the immediate supervision of the Owner's Representative.

Water for the Work shall be metered and furnished by the Contractor in accordance with Section 01500 of the Standard Contract Documents.

(b) Wet Connections to Existing Potable or Reclaimed Water System

A wet connection is required when connecting a new main to an existing main by cutting in a new MJ ductile iron tee, fitting or gate valve.

The Contractor shall make all wet connections called for by the Contract or required to complete the Work. Two connections to an existing line performed during the same shutout, at the same time and at a distance less than 50 linear feet apart, will be considered one wet connection. Two connections to an existing line performed during the same shutout, at the same time and at a distance equal to, or greater than 50 linear feet will be considered two wet connections. A wet connection shall include draining and cutting into existing piping and connecting a new pipeline or other extension into the existing pressure piping, forming an addition to the potable or reclaimed water transmission and distribution network.

The Contract price for wet connections shall be full payment for all necessary shutoffs, excavation, removing plugs and fittings, pumping water to drain the lines, cutting in new fittings, blocking and anchoring piping, bedding and backfilling, placing the lines and service and all site cleanup.

No water containing detectable amounts of chlorine may be drained, released or discharged until specific planning and appropriate preparations to handle, dilute and dispose of such chlorinated water are approved in advance by the City and the disposal operations will be witnessed by an authorized representative from the City.

(c) Pressure Taps to Existing Potable or Reclaimed Water System

The Contractor shall make all pressure taps called for by the Contract Documents or required to complete the Work. A pressure tap shall consist of connecting new piping to the existing potable

or reclaimed water system by drilling into the existing pipe while it is carrying water under normal pressure without taking the existing piping out of service.

Unless otherwise provided by the Contract, the Contractor shall, at the Contractor's expense, perform all necessary excavation, furnish and install the tapping sleeve, valve and accessories, provide the tapping machine, drill the tap and shall block, anchor and backfill the piping, valve and all accessories, place the new piping in service and perform all site cleanup. When the City makes the tap, City forces are not obligated or expected to perform any Work except to provide tapping machine and drill the actual hole. If City crews are to make the tap, fiscal arrangements must be made in advance at the Taps Office, Waller Creek Center, 625 East 10th Street.

If a private Contractor makes the tap, an AW Inspector must be present. "Size on size" taps will not be permitted, unless made by use of an approved full bodied mechanical joint tapping sleeve. Concrete blocking shall be placed behind and under all tap sleeves 24 hours prior to making the pressure tap.

Pressure taps shall be performed by Austin Water approved Contractors and requires the use of approved SPL listed tapping sleeves.

(d) Service Connections

Service connection taps into PVC or AC pipe or into CI or DI pipe 12 inches or smaller shall be made using either a service clamp or saddle or a tapping sleeve as recommended by the pipe manufacturer and as approved by the E/A. Direct tapping of these pipes will not be permitted.

All potable or reclaimed water service connections shall be installed so that the outlet is at an angle of not more than 45 degrees above horizontal at the main line.

Precautions should be taken to ensure that the tapping saddle or sleeve is placed on the pipe straight to prevent any binding or deformation of the PVC pipe. The mounting chain or U-bolt strap must be tight.

Tapping shall be performed with a sharp shell type cutter so designed that it will smoothly penetrate heavy walled PVC DR14 and 200 psi AC and will retain and extract the coupon from the pipe.

(25) Backfilling

(a) General

Special emphasis is placed upon the need to obtain uniform density throughout the backfill material. The maximum lift of backfill shall be determined by the compaction equipment selected and in no case shall it exceed 18 inches, loose measurement.

No heavy equipment, which might damage pipe, will be allowed over the pipe until sufficient cover has been placed and compacted. All internal pipe bracing installed or recommended by the manufacturer shall be kept in place until the pipe bedding and trench backfill have been completed over the braced pipe section. Testing of the completed backfill in streets and under and around structures shall meet the specified density requirements. Initial testing shall not be at Contractor's expense and shall conform to the "General Conditions."

(b) General Corrugated Metal Pipe

After the corrugated metal pipe structure has been completely assembled on the proper line and grade and headwalls constructed where indicated; selected material free from rocks over 8 inches in size from excavation or borrow, as approved by the E/A, shall be placed along both sides of the completed structures equally, in uniform layers not exceeding 6 inches in depth

(loose measurement), sprinkled if required and thoroughly compacted between adjacent structures and between the structures and the sides of the trench.

Backfill material shall be compacted to the same density requirements as indicated for the adjoining sections of embankment in accordance with the governing specifications thereof. Above the ¾ point of the structure, the fill shall be placed uniformly on each side of the pipe in layers not to exceed 12 inches, loose measure.

Prior to adding each new layer of loose backfill material, until a minimum of 12 inches of cover is obtained over the crown of the pipe, an inspection will be made of the inside periphery of the corrugated metal structure to determine if any floating, local or unequal deformation has occurred as a result of improper construction methods.

(c) Backfill Materials

The Engineer or designated representative may approve any of the following well graded materials as backfill:

1. Select trench material.
2. Sand.
3. Crushed rock cuttings.
4. Rock cuttings.
5. Foundation Rock.
6. Blasted material with fines and rock.
7. Cement stabilized material.
8. Borrow.

Within the 100-year flood plain, sand will not be permitted for backfilling. The Engineer or designated representative will approve the topsoil for areas to be seeded or sodded.

(d) Backfill in Street Right-of-Way

Placement of backfill under existing or future pavement structures and within 2 feet of any structures shall be compacted to the specified density using any method, type and size of equipment, which will produce the specified compaction without damaging the pipe or bedding. Placement of backfill greater than 2 feet beyond structures in right-of-way shall conform to (g) below.

The thickness of lifts, prior to compaction, shall depend upon the type of sprinkling and compacting equipment used and the test results thereby obtained. Prior to and in conjunction with the compaction operation, each lift shall be brought to the moisture content necessary to obtain the specified density and shall be placed in a uniform thickness to ensure uniform compaction over the entire lift. Testing for density shall be in accordance with Test Method Tex-114-E and Test Method Tex-115-E.

It is highly desirable that the backfill lifts be placed in a flat (or level) configuration; however when approved by the Engineer or designated representative, the backfill lifts may be placed at gradients (percent of vertical rise or fall to horizontal run) that do not exceed 30%.

The proposed gradient for each lift or series of lifts shall be established based on the capabilities of the equipment proposed to attain the required compaction.

Each lift of backfill must provide the density as specified herein. Swelling soils (soils with a minimum Liquid Limit of 50, more than 50% passing a #200 sieve and a plasticity index greater than 22) shall be sprinkled as required to provide not less than optimum moisture nor more than 2 percent over optimum moisture content and compacted to the extent necessary to provide not less than 95 percent nor more than 102 percent of the density as determined in accordance with Test Method Tex-114-E. Non-swelling soils shall be sprinkled as specified and compacted to the extent necessary to provide not less than 95 percent of the density as determined in accordance with Test Method Tex-114-E.

After each lift of backfill is complete, tests may be made by the Engineer or designated representative. If the material fails to meet the density indicated, the course shall be reworked as necessary to obtain the indicated compaction and the compaction method shall be altered on subsequent Work to obtain indicated density.

At any time, the Engineer or designated representative may order proof rolling to test the uniformity of compaction of the backfill lifts. All irregularities, depressions, weak or soft spots that develop shall be corrected immediately by the Contractor.

If the backfill, due to any reason, loses the specified stability, density or finish before the pavement structure is placed, it shall be recompacted and refinished at the sole expense of the Contractor. Excessive loss of moisture in the subgrade shall be prevented by sprinkling, sealing or covering with a subsequent backfill layer or granular material. Excessive loss of moisture shall be construed to exist when the subgrade soil moisture content is more than 4 percent below the optimum of compaction ratio density. Backfill shall be placed from the top of the bedding material to the existing grade, base course, subgrade or as specified. The remainder of the street backfill shall either be Flexible Base, Concrete or Hot Mix Asphalt Concrete as specified on the drawings or replacement "in kind" to the surface of the materials originally removed for placement of the pipe.

(e) Backfill in County Street or State Highway Right-of-Way

All Work within the right-of-way shall meet the requirements of (d) above, as a minimum and shall meet the requirements of the permit issued by the County when their requirements are more stringent. Prior to the start of construction, the Contractor shall be responsible for contacting the appropriate TxDOT office or County Commissioner's Precinct Office and following the operating procedures in effect for utility cut permits and pavement repair under their jurisdiction. Approval for all completed Work in the State or County right-of-way shall be obtained from the appropriate Official prior to final payment by the Owner.

(f) Backfill in Railroad Right-of-Way

All Work within the railroad right-of-way shall meet the requirements of (d) above, as a minimum and shall meet the requirements of the permit issued by the Railroad Owner when their requirements are more stringent. Approval for all completed Work in the railroad right-of-way shall be obtained from the Railroad prior to Final Completion.

(g) Backfill in Easements

Where not otherwise indicated, Contractor may select whatever methods and procedures may be necessary to restore entire Work area to a safe, useful and geologically stable condition with a minimum density of 85 percent or a density superior to that prior to construction.

In and near flood plain of all streams and watercourses, under or adjacent to utilities, structures, etc. all backfill shall be compacted to a density of not less than 95 percent conforming to TxDOT Test Method Tex-114-E, unless otherwise directed by E/A.

All soil areas disturbed by construction shall be covered with top soil and seeded conforming to Item No. 604, "Seeding for Erosion Control". All turf, drainways and drainage structures shall be constructed or replaced to their original condition or better. No debris shall remain in the drainways or drainage structures.

(h) Temporary Trench Repair/Surfacing

If details of temporary trench repair/surfacing are not provided in the contract documents, the Contractor shall submit for approval of the E/A (1) a plan for temporary trench repair for areas that will be open to traffic but will be excavated later for full depth repair, and (2) a proposed method for covering trenches to maintain access to properties. The temporary surfacing shall afford a smooth riding surface and shall be maintained by the Contractor the entire time the temporary surface is in place.

(i) Permanent Trench Repair

The Contractor shall install permanent trench repairs conforming to details in the drawings.

(26) Quality Testing for Installed Pipe

(a) Wastewater Pipe Acceptance Testing

After wastewater pipe has been backfilled, the Contractor shall perform infiltration tests, exfiltration tests, or low pressure air tests as determined by the E/A. In addition, the Contractor shall perform deflection tests and shall assist OWNER'S personnel, as directed, in performing pipeline settlement tests. The Contractor shall be responsible for making appropriate repairs to those elements that do not pass any of these tests.

(b) Exfiltration Test

Water for the Work shall be metered and furnished by the Contractor in accordance with Section 01500 of the Standard Contract Documents.

Exfiltration testing shall be performed by the Contractor when determined by the E/A to be the appropriate test method. Exfiltration testing shall conform to requirements of the Texas Commission on Environmental Quality given in the Texas Administrative Code Title 30 Part 1 Chapter 317 Rule §317.2.

(c) Infiltration Test

Infiltration testing shall be performed by the Contractor when determined by the E/A to be the appropriate test method. Infiltration testing shall conform to requirements of the Texas Commission on Environmental Quality given in the Texas Administrative Code Title 30 Part 1 Chapter 317 Rule §317.2.

(d) Pipeline Settlement Test

During the infiltration test or after the exfiltration test, the pipe will be TV inspected for possible settlement. When air testing has been used, water shall be flowed into the pipe to permit meaningful observations. Any pipe settlement which causes excessive ponding of water in the pipe shall be cause for rejection. Excessive ponding shall be defined as a golf ball (1⅝" dia.) submerged at any point along the line.

(e) Low Pressure Air Test of Gravity Flow Wastewater Lines

(1) General

Wastewater lines up to 33-inch diameter shall be air tested between manholes. Wastewater lines 36-inch in diameter and larger shall be either air tested between

manholes or at pipe joints. Backfilling to grade shall be completed before the test and all laterals and stubs shall be capped or plugged by the Contractor so as not to allow air losses, which could cause an erroneous, test result. Manholes shall be plugged so they are isolated from the pipe and cannot be included in the test.

All plugs used to close the sewer for the air test shall be capable of resisting the internal pressures and must be securely braced. Place all air testing equipment above ground and allow no one to enter a manhole or trench where a plugged sewer is under pressure. Release all pressure before the plugs are removed. The testing equipment used must include a pressure relief device designed to relieve pressure in the sewer under test at 10 psi or less and must allow continuous monitoring of the test pressures in order to avoid excessive pressure. Use care to avoid the flooding of the air inlet by infiltrated ground water. (Inject the air at the upper plug if possible.) Use only qualified personnel to conduct the test.

(2) Ground Water

Since the presence of ground water will affect the test results, test holes shall be dug to the pipe zone at intervals of not more than 100 feet and the average height of ground water above the pipe (if any) shall be determined before starting the test.

(3) Test Procedure

The E/A may, at any time, require a calibration check of the instrumentation used. Use a pressure gauge having minimum divisions of 0.10 psi and an accuracy of 0.0625 psi. (One ounce per square inch.) All air used shall pass through a single control panel. Clean the sewer to be tested and remove all debris where indicated. Wet the sewer prior to testing. The average back pressure of any groundwater shall be determined (0.433 psi) for each foot of average water depth (if any) above the sewer.

Add air slowly to the section of sewer being tested until the internal air pressure is raised to 3.5 psig greater than the average back pressure of any ground water that may submerge the pipe. After the internal test pressure is reached, allow at least 2 minutes for the air temperature to stabilize, adding only the amount of air required to maintain pressure. After the temperature stabilization period, disconnect the air supply. Determine and record the time in seconds that is required for the internal air pressure to drop from 3.5 psig to 2.5 psig greater than the average backpressure of any ground water that may submerge the pipe.

For pipe less than 36-inch diameter, compare the time recorded with the time computed using the following equation:

$T = (0.0850 \times D \times K) \div Q$, where:

T = time for pressure to drop 1.0 pounds per square inch gauge in seconds;

K = $0.000419 \times D \times L$, but not less than 1.0;

D = nominal inside diameter, in inches, as marked on the pipe;

L = length of line of same pipe size in feet; and

Q = rate of loss, 0.0015 cubic feet per minute per square foot of internal surface area (ft3/min/ft sq) shall be used.

Because a K value of less than 1.0 shall not be used, there are minimum test times for each pipe diameter as shown in the following table:

Table For Low Pressure Air Testing of Pipe

Pipe Diameter (inches)	Minimum Time (seconds)	Minimum Time Applies to All Pipes Shorter than (feet)	Time for Longer Pipes (seconds)
8	454	298	1.520 × L
10 (See Note 1)	567	239	2.374 × L
12	680	199	3.419 × L
15	850	159	5.342 × L
18	1020	133	7.693 × L
21	1190	114	10.471 × L
24	1360	100	13.676 × L
30	1700	80	21.369 × L

Note 1. 10-inch diameter pipe to be used only by AW maintenance personnel.

Note 2. The test parameter for pipes larger than 30-inch diameter shall be shown on the construction plans.

Any drop in pressure, from 3.5 psig to 2.5 psig (adjusted for groundwater level), in a time less than that required by the above equation or table shall be cause for rejection. When the line tested includes more than one size pipe, the minimum time shall be that given for the largest size pipe included.

When joint testing, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch to 2.5 pounds per square inch gauge during a joint test, regardless of pipe size, shall be twenty (20) seconds. A drop in pressure from 3.5 psig to 2.5 psig (adjusted for groundwater level) in less than twenty seconds shall be cause for rejection.

Manholes must be tested separately and independently. All manholes must be hydrostatically tested with a maximum loss allowance of 0.025 gallon per foot diameter per foot of head per hour.

When lines are air tested, manholes are to be tested separately by exfiltration or vacuum method (see Standard Specification Item No. 506S, "Manholes").

(f) Deflection Test

Deflection tests shall be performed by the Contractor on all flexible and semi-rigid wastewater pipes. The tests shall be conducted after the final backfill has been in place at least 30 days. Testing for in-place deflection shall be with a pipe mandrel at 95% of the inside diameter of the pipe. A second test of flexible and semi-rigid wastewater pipes 18 inch size and larger, also with a pipe mandrel sized at 95% of the inside diameter of the pipe, shall be conducted by the Contractor 30 days before the warranty expires on the Contractor's Work.

Contractor shall submit proposed pipe mandrels to the E/A or the E/A's designated representative for concurrence prior to testing the line.

Test(s) must be performed without mechanical pulling devices and must be witnessed by the E/A or the E/A's designated representative.

Any deficiencies noted shall be corrected by the Contractor and the test(s) shall be redone.

(g) Inspection of Installed Storm Drain Conduits

(1) General

All storm drain conduits (pipe and box culvert) shall be inspected for conformance to the requirements of this specification. Smart Housing, low/moderate income housing, and projects that are 100-percent privately funded are exempt from the cost of the initial video inspection. All deficiencies revealed by inspection shall be corrected. Video re-inspection meeting the requirements of this specification shall be provided at the Contractor's expense to show that deficiencies have been corrected satisfactorily. Further, the contractor shall provide video in complete segments (manhole to manhole) versus specific deficiency locations.

Projects that are not exempt from the cost of the initial video inspection are also subject to the following constraints:

- All inspectors utilized by the Contractor for video inspection shall be NASSCO-PACP certified for a minimum of 3 years.
- The Contractor will be required to inspect, assess, and record the condition of the storm drain pipe using National Association of Sewer Service Companies (NASSCOs) Pipeline Assessment Certification Program (PACP) coding standards.

(2) Video Inspection of Installed Storm Drain Conduits

Contractor shall provide all labor, equipment, material and supplies and perform all operations required to conduct internal closed-circuit television and video recording of all storm drain conduits. Video recording of each storm drain conduit section shall be conducted after the trench has been backfilled and prior to placement of permanent pavement repairs or permanent pavement reconstruction. The video recording shall be provided to the Owner for review. Contractor shall not place permanent pavement repairs or permanent pavement reconstruction over the storm drain conduit until Owner has reviewed the video and agrees that there are no defects in the storm drain conduit installation shown in the video submitted by the Contractor or shown in any video acquired by the Owner through other means. Placement of permanent pavement repair or permanent pavement reconstruction over the installed storm drain conduit before the Owner acknowledges no defects shall be at the Contractor's risk. Any defects revealed by the video inspection shall be corrected at the Contractor's expense and a new video submitted to the Owner for review prior to acceptance of the conduit.

All video work shall be conducted under the direct full-time supervision of a NASSCO-PACP certified operator.

The conduit inspection camera shall have the capability of panning plus/minus 275 degrees and rotating 360 degrees. The television camera shall be specifically designed and constructed for such use. The camera shall be operative in 100% humidity conditions. Camera shall have an accurate footage counter that displays on the monitor the exact distance of the camera (to the nearest tenth of a foot) from the centerline of the starting manhole or access point. Camera shall have height adjustment so that the camera lens is always centered within plus/minus 10% of the center axis of the conduit being videoed. Camera shall provide a minimum of 460 lines of horizontal resolution and 400 lines of vertical resolution. Camera shall be equipped with a remote iris to control the illumination range for an acceptable picture. Geometrical distortion of the image shall not exceed one percent (1%). The video image produced by each camera shall be calibrated using a Marconi Resolution Chart No. 1 or equivalent.

Lighting for the camera shall be sufficient to allow a clear picture of the entire periphery of the conduit without loss of contrast, flare out of picture or shadowing. A reflector in front of the camera may be required to enhance lighting in dark or large sized conduit. The video

camera shall be capable of showing on the digital display the Owner's name, Project name, Contractor name, date, line size and material, conduit identification, and ongoing footage counter. The camera, television monitor, and other components of the video system shall be capable of producing a picture quality satisfactory to the satisfaction of the Owner. The recording of the internal condition of the storm drain conduit shall be clear, accurate, focused and in color. If the recording fails to meet these requirements, the, equipment shall be removed and replaced with equipment that is suitable. No payment will be made for an unsatisfactory recording.

If during video inspection, water is encountered inside the conduit, the conduit shall be dewatered by the Contractor. The storm drain section must be dry. Video recording conducted while the camera is floating is not acceptable unless approved by the Owner.

If during video inspection, debris is encountered that prohibits a proper inspection of the conduit, the Contractor shall remove the debris before proceeding.

All video shall be documented using a data logger and reporting system that are PACP compliant and which use codes as established by the National Association of Sewer Service Companies (NASSCO)s - Pipeline Assessment and Certification Program (PACP).

Computer printed location records shall be kept by the Contractor and shall clearly show the location and orientation of all points of significance such as joints, conduit connections, connections at manholes and inlets, and defects. Copy of all records shall be supplied to the Owner. Noted defects shall be documented as color digital files and color hard copy print-outs. Photo logs shall accompany each photo submitted.

The video recording shall supply a visual and audio record of the storm drain conduits that may be replayed. Video recordings shall include an audio track recorded by the video technician during the actual video work describing the parameters of the storm drain conduit being videoed (i.e. location, depth, diameter, pipe material), as well as describing connections, defects and unusual conditions observed during the video work. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Once videoed, the recordings shall be labeled and become the property of the Owner. The Contractor shall have all video and necessary playback equipment readily accessible for review by the Owner while the project is under construction.

Post-installation video shall not be completed until all work is completed on a section of storm drain conduit. Post-installation video work shall be completed by the Contractor in the presence of the Owner. The post-installation video work shall be completed to confirm that the storm drain conduits are free of defects. Provide a color video showing the completed work. Prepare and submit video logs providing location of storm drain conduit along with location of any defects. Manhole and inlet work shall be complete prior to post-installation video work.

For post-installation video, exercise the full capabilities of the camera equipment to document the completion and conformance of the storm drain installation work with the Contract Documents. Provide a full 360-degree view of conduit, all joints, and all connections. The camera shall be moved through the storm drain conduit in either direction at a moderate rate, stopping and slowly panning when necessary to permit proper documentation of the conduit condition at each pipe connection, joint, and defect. In no case shall the camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the storm drain

conditions shall be used to move the camera through the storm drain conduit. When manually operated winches are used to pull the camera through the conduit, telephones or other suitable means of communication shall be set up between the two access points of the conduit being videoed to insure good communication between members of the video crew.

Distance measurements shall be provided to an accuracy of one tenth of a foot.

Video shall be continuous for each storm drain conduit segment. Do not show a single segment on more than one recording, unless specifically allowed by the Owner.

Contractor shall submit to Owner the following:

A. National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) certification of operators who will be performing video work.

B. Recordings of storm drain conduits (concrete storm water pipe or box culvert) shall be provided to Owner in the form of a Compact Disc (CD), Digital Video Disc (DVD), or uploaded to an online file storage location.

a. The color recordings shall include a digital color key map in a format acceptable to the Owner with each segment of storm drain conduit labeled with the appropriate inspection ID on the map.

b. The file folder for each segment of the storm drain conduit shall have a unique name based on the Owner's approved inspection naming convention and shall contain the following:

i. Video files.

ii. Video inspection logs with information coded in accordance with the PACP.

iii. Photo logs.

iv. A report summarizing the results of the video inspection.

v. A proposed method of repair for any defects discovered.

(3) Time commitments from City for projects that are exempt from the cost of the initial video inspection

Projects that are exempt from the cost of the initial video inspection are afforded the following time commitments from the City.

A. Initial inspection - contractor must inform the COA construction inspector assigned to the project in writing that all stormdrain infrastructure for the project has been completed according to the permit and is ready for inspection. The inspector will then notify the Watershed Protection Department (WPD) in writing that the all of the stormdrain infrastructure for the project has been completed and is ready for inspection. The WPD is allowed 15-days to complete inspection from written notification by the inspector. The outcome of this item does not impact the one-year warranty requirements.

B. Video re-inspection by the contractor for deficient installed stormdrain infrastructure. The contractor must submit the video inspection data as defined in this specification to the COA construction inspector assigned to the project along with a written letter of transmittal certified by a professional engineer

stating that all identified stormdrain infrastructure installation deficiencies for the project have been corrected. The inspector will then notify the Watershed Protection Department (WPD) in writing and convey the video inspection data to the WPD. The WPD is allowed 15-days to complete review of the data from the date of delivery by the inspector.

(27) Pressure Pipe Hydrostatic Testing

After the pipe has been installed and backfilled and all service laterals, fire hydrants and other appurtenances installed and connected, a pressure test, followed by a leakage test, will be conducted by the City. The City will furnish the pump and gauges for the tests. The Contractor shall be present and shall furnish all necessary assistance for conducting the tests. The specified test pressures will be based on the elevation of the lowest point of the line or section under test. Before applying the specified test pressure, all air shall be expelled from the pipe. Permanent Combination Air Valves (CAVs) shall be located at all high points in accordance with Item 511.

All drain hydrant and fire hydrant leads, with the main 6-inch gate valve open, the hydrant valve seats closed and no nozzle caps removed, shall be included in the test.

(a) Pressure Test

The entire project or each valved section shall be tested, at a constant pressure of 200 psi for a sufficient period (approximately 10 minutes) to discover defective materials or substandard work. The Contractor assumes all risks associated with testing against valves. Repairs shall be made by the Contractor to correct any defective materials or substandard work. The Contractor shall pre-test new lines before requesting pressure tests by City Forces. The Contractor shall have new lines pressurized to a minimum of 100 psi, on the date of testing, prior to arrival of City Forces.

(b) Leakage Test

A leakage test will follow the pressure test and will be conducted on the entire project or each valved section. The Contractor assumes all risks associated with testing against valves. The leakage test shall be conducted at 150 psi for at least 2 hours. The test pressure shall not vary by more than ±5 psi for the duration of the test.

(1) Allowable Leakage (For gasketed pipe only)

Leakage shall be defined as the quantity of water that must be supplied into any test section of pipe to maintain the specified leakage test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.

No pipe installation will be accepted if leakage exceeds the amount given by the following formula:

Allowable leakage (gal/hr) = [L × D] ÷ 10,875

Where: L = length of pipe tested, in feet
D= nominal pipe diameter, in inches, as marked on the pipe

There is no allowable leakage for seamless, heat fused pipe. Segments of seamless pipe shall be excluded from allowable leakage calculations.

(2) Location and Correction of Leakage

If such testing discloses leakage in excess of this specified allowable, the Contractor, at the Contractor's expense, shall locate and correct all defects in the pipeline until the leakage is within the indicated allowance. Leakage disclosed at more than one gasketed pipe joint in

any tested section will be considered indicative of improper installation and joint gasket inspection procedures by the Contractor for the entire tested section. That entire section of pipe shall be relayed at the Contractor's expense, employing installation procedures approved by the pipe manufacturer.

All visible leakage in pipe shall also be corrected by Contractor at the Contractor's expense.

(28) Service Charges for Testing

Initial testing performed by City forces for the Contractor will be at the City's expense. Retesting, by City forces, of Contractor's work that fails initial testing will be at the Contractor's expense. The City's charge for retests will be a base fee plus an hourly rate published in the current AW Fee Schedule. On City-funded projects, the charges incurred by the City for retesting will be deducted from funds due the Contractor. On non-City-funded projects, the charges incurred by the City for retesting will be billed to the Contractor. The City will withhold acceptance of the Contractor's work until the Contractor has paid the City for the retesting costs.

(29) Disinfection of Potable Water Lines

Prior to performing any disinfection of potable water lines, the Contractor shall submit a Disinfection Plan (Plan) and obtain approval in accordance with COA specification 01300, Submittals. The Plan shall comply with AWWA C651 (Disinfecting Water Mains) and AWWA C655 (Field Dechlorination), latest editions, and shall be developed using one of the following templates, unless otherwise approved by the Engineer and/or AW: Disinfection Plan for Tablet/Granule Method, or Disinfection Plan for Continuous-Feed Method. Templates for these two methods are located at http://www.austintexas.gov/department/construction-standards. The Contractor shall decide which disinfection method to use for a given project. All High Density Polyethylene (HDPE) pipe shall only be disinfected by the continuous feed method. Tablet/Granule Method is not allowed. The liquid disinfection chemical solution should be limited to less than 12% active chlorine. The time-duration of the disinfection should not exceed 24 hours. The Slug Method and Spray Method are also acceptable if better suited for disinfection. The initial plan shall be submitted for review a minimum of 60 calendar days prior to when the water main is scheduled to be placed into service, or at the preconstruction conference if the project requires that the waterline be placed in service in less than 60 days, as indicated in the Contractor's Construction Schedule. If any appurtenances are required for injection, sampling, or flushing purposes that are not shown in the original plan/profile sheets, then the Contractor shall include the appurtenances in the project Record Drawings. The Contractor shall disinfect potable water lines only in accordance with an approved Plan.

(a) Preventing Contamination

The Contractor shall protect all piping materials from contamination during storage, handling and installation. Prior to disinfection, the pipeline interior shall be clean, dry and unobstructed. All openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped at the close of the day's work.

(b) Cleaning

Prior to disinfection the Contractor shall clean the pipeline to remove foreign matter. For pipelines 16” in diameter or smaller, cleaning shall consist of flushing the pipeline. For pipelines greater than 16” in diameter, cleaning shall be performed by operating hydrants and blow-offs located at low points in the pipeline, or by mechanical means (sweeping or pigging. Water for the Work shall be metered and furnished by the Contractor in accordance with Section 01500 of the Standard Contract Documents.

(c) Procedure and Dosage

For pipelines 16" or smaller in diameter, the Contractor may use either the AWWA C-651 "Tablet/Granular Method" or the "Continuous Feed Method" for disinfecting the pipeline. The Contractor, at its expense, will supply the test gauges and the Sodium Hypochlorite conforming to ANSI/AWWA B300, which contains approximately 5 percent to fifteen percent available chlorine, and will submit for approval a written plan for the disinfection process. Calcium Hypochlorite conforming to ANSI/AWWA B300, which contains approximately 65 percent available chlorine by weight, may be used in granular form or in 5 g tablets for 16" diameter or smaller lines, if it is included as part of the written plan of disinfection that is approved by the COA. The Contractor, at its expense, shall provide all other equipment, supplies and the necessary labor to perform the disinfection under the general supervision of the City.

One connection to the existing system will be allowed with a valve arranged to prevent the strong disinfecting dosage from flowing back into the existing water supply piping. The valve shall be kept closed and locked in a valve box with the lid painted red. No other connection shall be made until the disinfection of the new line is complete and the water samples have met the established criteria. The valve shall remain closed at all times except when filling or flushing the line and must be staffed during these operations. As an option, backflow prevention in the form of a reduced pressure backflow assembly may be provided if the valve is left unattended. The new pipeline shall be filled completely with disinfecting solution by feeding the concentrated chlorine and approved water from the existing system uniformly into the new piping in such proportions that every part of the line has a minimum concentration of 25 mg/liter available chlorine.

The disinfecting solution shall be retained in the piping for at least 16 hours and all valves, hydrants, services, stubs, etc. shall be operated so as to disinfect all their parts. After this retention period, the water shall contain no less than 10 mg/liter chlorine throughout the treated section of the pipeline.

For pipelines larger than 16" in diameter, the Contractor may use the AWWA C-651 "Slug Method" for disinfecting the pipeline. Chlorine shall be fed at a constant rate and at a sufficient concentration at one end of the pipeline to develop a slug of chlorinated water having not less than 100 mg/liter of free chlorine. The Contractor shall move the slug through the main so that all interior surfaces are exposed to the slug for at least three (3) hours. The chlorine concentration in the slug shall be measured as it moves through the pipeline. If the chlorine concentration drops below 50 mg/liter, the Contractor shall stop the slug and feed additional chlorine to the head of the slug to restore the chlorine concentration to at least 100 mg/liter before proceeding. As the slug flows past fittings and valves, related valves and hydrants shall be operated so as to disinfect appurtenances and pipe branches.

Unless otherwise indicated, all quantities specified herein refer to measurements required by the testing procedures included in the current edition of AWWA C-651. The chlorine concentration at each step in the disinfection procedure shall be verified by chlorine residual determinations.

(d) Final Flushing

The heavily chlorinated water shall then be carefully flushed from the potable water line by a dechlorination process until the chlorine concentration is no higher than the residual generally prevailing in the existing distribution system. This is necessary to ensure that there is no injury or damage to the public, the water system or the environment. The plans and preparations of the Contractor must be approved by the City before flushing of the line may begin. The Contractor will supply the Dechlorination chemical conforming to ANSI/AWWA C655. Additionally the flushing must be witnessed by an authorized representative of the City.

Approval for discharge of the diluted chlorine water or heavily chlorinated water into the wastewater system must be obtained from AW. The line flushing operations shall be regulated by the Contractor so as not to overload the wastewater system or cause damage to the odor feed systems at the lift stations. The City shall designate its own representative to oversee the work.

Daily notice of line discharging must be reported to the AW Dispatch office.

(e) Bacteriological Testing

After disinfection and final flushing, samples shall be collected per one of the two options. Option A: Before approving a main for release, take an initial set of samples and then resample again after a minimum of 16 hours. Both sets of samples must pass for the main to be approved for release. Option B: Before approving a main for release, let it sit for a minimum of 16 hours without any water use. Then collect two sets of samples a minimum of 15 minutes apart while the sampling taps are left running. Both sets of samples must pass for the main to be approved for release. The two (2) sets of water samples from the line will be tested for bacteriological quality by the City and must be found free of coliform organisms before the pipeline may be placed in service. Each set shall consist of one (1) sample that is drawn from the end of the main, at least one from each branch greater than one pipe length, and additional samples that are collected at intervals of not more than 1,200 feet along the pipeline. All stubs shall be tested before connections are made to existing systems.

The Contractor, at its expense, shall install sufficient sampling taps at proper locations along the pipeline. Each sampling tap shall consist of a standard corporation cock installed in the line and extended with a copper tubing gooseneck assembly. After samples have been collected, the gooseneck assembly may be removed and retained for future use.

Samples for bacteriological analysis will only be collected from suitable sampling taps in sterile bottles treated with sodium thiosulfate. Samples shall not be drawn from hoses or unregulated sources. The City, at its expense, will furnish the sterile sample bottles and may, at its discretion, collect the test samples with City personnel.

If the initial disinfection fails to produce acceptable sample test results, the disinfection procedure shall be repeated at the Contractor's expense. Before the piping may be placed in service, two (2) consecutive sets of acceptable test results must be obtained.

An acceptable test sample is one in which: (1) the chlorine level is similar to the level of the existing distribution system; (2) there is no free chlorine and (3) total coliform organisms are absent. An invalid sample is one, which has excessive free chlorine, silt or non-coliform growth as defined in the current issue of the AWWA C-651. If unacceptable sample results are obtained for any pipe, the Contractor may, with the concurrence of the Inspector, for one time only flush the lines and then collect a second series of test samples for testing by the City. After this flushing sequence is completed, any pipe with one or more failed samples must be disinfected again in accordance with the approved disinfection procedure followed by appropriate sampling and testing of the water.

The COA Water Quality Laboratory will notify the assigned COA Inspector in writing of all test results. The Inspector will subsequently notify the Contractor of all test results. The Water Quality Laboratory will not release test results directly to the Contractor.

(30) Cleanup and Restoration

It shall be the Contractor's responsibility to keep the construction site neat, clean and orderly at all times. Cleanup shall be vigorous and continuous to minimize traffic hazards or obstructions along the streets and to driveways. Trenching, backfill, pavement repair (as necessary), and cleanup shall be coordinated as directed by the City. The E/A will regulate the amount of open

ditch and may halt additional trenching if cleanup is not adequate to allow for orderly traffic flow and access.

Materials at the site shall be stored in a neat and orderly manner so as not to obstruct pedestrian or vehicular traffic. All damaged material shall be removed from the construction site immediately and disposed of in a proper manner. All surplus excavated materials shall become the property of the Contractor for disposal at the Contractor's expense. After trenching, the Contractor shall immediately remove all excavated materials unsuitable for or in excess of, backfill requirements. Immediately following the pipe laying Work as it progresses, the Contractor shall backfill, grade and compact all excavations as provided elsewhere. The backfill placed at that time shall meet all compaction test requirements. The Contractor shall immediately clean up and remove all unused soil, waste and debris and restore all surfaces and improvements to a condition equal or superior to that before construction began and to an appearance which complements the surroundings. The Contractor shall grade and dress the top 6 inches of earth surfaces with soil or other material similar and equal to the surrounding, fill and smooth any visible tracks or ruts, replace and re-establish all damaged or disturbed turf or other vegetation and otherwise make every effort to encourage the return of the entire surface and all improvements to a pleasant appearance and useful condition appropriate and complementary to the surroundings and equal or similar to that before construction began.

Placement of the final lift of permanent pavement, if a pavement is required, shall begin immediately after all testing of each segment of piping is satisfactorily completed.

(31) Valve Turn Walk-though

As part of the acceptance of Water or Reclaimed Water pressure pipe, an AW Valve Walk-through will be performed after an initial inspection by the Owner's Representative to identify any deficient items. If deficient items are present during the AW Valve Walk-Through and the project fails acceptance, a re-inspection fee will apply and must be paid before a re-inspection is scheduled to confirm correction of deficient items. See AW Fee Schedule for the current Distribution Walk-Through Re-inspection Fee.

(32) 2-inch Jumper Hose

During connections to the water distribution system, the Contractor may be required to install a temporary jumper hose between the unpressurized water segment and an adjacent pressurized water segment for the purpose of maintaining water service to customers who can't operate without water service during the connection. The jumper shall include an approved backflow preventer and be of adequate size and pressure rating to maintain service to the customer. It shall be polyethylene tubing meeting the requirements of COA SPL WW-65. The jumper hose and other components in the temporary service shall be disinfected, and bacteriological samples will be taken and pass before the temporary service is provided to the customer. Contractor shall provide adequate protection for the jumper hose in vehicular traffic areas at all times during use.

Source: Rule No. R161-17.05, 5-31-2017; Rule No. R161-17.19, 11-28-2017; Rule No. R161-18.23, 12-8-2018; Rule No. R161-22.11, 8-8-2022; Rule No. R161-22.13, 11-7-2022; Rule No. R161-23.25, 11-6-2023; Rule No. R161-24.03, 5-8-2024.

510.4 Measurement

Pipe will be measured by the linear foot for the various types, sizes and classes. Parallel lines will be measured individually.

Where a line ties into an existing system, the length of the new line will be measured from the visible end of the existing system at the completed joint. Unless otherwise indicated, the length of water, reclaimed, and wastewater

lines will be measured along pipe horizontal centerline stationing through fittings, valves, manholes, and other appurtenances.

Ductile iron fittings, whether standard mechanical joint or integral factory restrained joint type, will be measured by the ton and paid for in accordance with the schedule in Standard Products List WW-27C. Bolts, glands and gaskets will not be measured for payment. Steel cylinder concrete pipe fittings and welded steel pipe fittings will not be measured separately and are included in the unit price for the respective pipe bid items.

Factory restrained joint pipe meeting the requirements of Standard Products List WW-27F will be measured by the linear foot. The estimated quantity on the bid form is only for restrained joint pipe having integral mechanically restrained joints.

Connecting a new water, wastewater, or reclaimed water service to an existing, comparable type of private service will be measured by each connection. Service pipe from the main to the service connection will be measured by the linear foot.

The Contractor shall be responsible for removing and treating ground water flowing into a trench up to a baseline flow rate of 350 gpm of sustained flow for each mainline open trench (no more that 300 linear feet open trench per work zone segment is allowed at one time). This baseline flow rate is not a prediction of ground water conditions to be expected on the Project. Rather, it establishes contract terms regarding the quantity of ground water for which the contractor is responsible without extra or separate compensation. The flow rate must exceed 350 gpm continuously for at least 4 consecutive hours to be considered sustained flow. It is expected that trench dewatering for this baseline rate may be accomplished with a single 3-inch trash-type pump per open trench; however, measured flow rate, not pump size, type or characteristics shall be used to determine if the baseline rate has been exceeded. Flow rate shall be determined by measurements made at the discharge point of the water treatment facilities. Surface storm water flowing into a trench shall be the Contractor's responsibility to remove and treat without compensation, regardless of inflow rate or volume.

Adjustment of elevations during construction resulting in changes in flow line elevations of plus or minus two feet or less will not be considered for credit or additional compensation and no measurement for payment will be made.

Stormwater pipe will be measured along the slope of the pipe. Where drainage pipe ties into inlets, headwalls, catch basins, manholes, junction boxes or other structures that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

Excavation and backfill, when included as pipe installation will not be measured as such but shall be included in the unit price bid for constructing pipe and measured as pipe complete in place including excavation and backfill.

When pay items are provided for the other components of the system, measurement will be made as addressed hereunder.

Video inspection of newly installed box culverts and storm drain pipe will be measured per linear foot of pipe videoed.

Jumper hose will be measured per linear foot of hose installed, including all depths, excavation and backfill, complete, and in place.

Source: Rule No. R161-17.05, 5-31-2017.

510.5 Payment

Payment for pipe, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of pipe, of the materials and type indicated, unless unstable material is encountered or trench excavation and backfill is bid as a separate item.

The concrete seal, foundation rock or coarse aggregate when used as directed in unstable material will be paid for at the unit price bid per cubic yard, which shall be full payment for all excavation and removal of unsuitable material and furnishing, placing and compacting the foundation rock, coarse aggregate or other approved material all complete in place.

Excavation and backfill, when included as a separate pay item, will be paid for by Pay Item No. 510-C or 510-D.

No separate payment will be made for dewatering a trench with ground water inflow of less than the baseline rate of 350 gpm of sustained flow as described above. Dewatering of those trenches shall be included in the contract unit price of the Pipe pay item. Payment for dewatering a trench with ground water inflow exceeding 350 gpm of sustained flow shall be agreed by change order. Dewatering of bore pits shall be included in the contract unit price for Bore Entry Pit or Exit Pit regardless of inflow rate or volume unless specified otherwise in the bid item for Bore Entry Pit or Exit Pit.

(1) Pipe

Payment for pipe, measured as prescribed above, will be made at the unit price bid per linear foot complete-in-place as designed and represented in the Drawings and other Contract documents. Restrained joint pipe meeting the requirements of Standard Products List WW-27F will be paid for separately at the unit price bid per linear foot. Unless otherwise provided herein, as separate pay item(s), the bid price per linear foot of pipe shall include the following:

a. clearing

b. constructing any necessary embankment

c. excavation

d. disposal of surplus or unusable excavated material

e. furnishing, hauling and placing pipe

f. field constructed joints, collars, temporary plugs, caps or bulkheads

g. all necessary lugs, rods or braces

h. pipe coatings and protection

i. connections to existing systems or structures, concrete blocking and thrust blocks and restrained joints

j. preparing, shaping, pumping for dewatering, and shoring of trenches

k. bedding materials

l. backfill materials

m. hauling, placing and preparing bedding materials

n. particle migration measures

o. hauling, moving, placing and compacting backfill materials

p. temporary and permanent pavement repairs and maintenance

q. temporary removal and replacement of pavement, curb, drainage structures, driveways, sidewalks and any other improvements damaged or removed during construction

r. cleanup

s. vertical stack on deep wastewater services

t. all other incidentals necessary to complete the pipe installation as indicated.

u. pipe joint restraint devices, where specified or allowed, meeting Standard Products List WW-27A or WW-27G.

No separate payment will be made for thrust restraint measures.

Steel cylinder concrete pipe fittings and welded steel pipe fittings will not be paid for separately. These will be included in the unit price bid for the bid item Pipe.

(2) Concrete Cradles and Seals

When called for in the Bid, concrete cradles and seals will be paid for at the unit Contract price bid per linear foot for the size of pipe specified, complete in place.

(3) Concrete Retards

When called for in the Bid, Concrete retards will be paid under Item No. 593S, "Concrete Retards."

(4) Boring or Jacking.

When called for in the Bid, boring or jacking will be paid under Item 501S, "Jacking or Boring Pipe".

(5) Wet Connections to Potable or Reclaimed Water Mains

When called for in the bid, wet connections will be paid at the unit price bid per each, complete in place, according to the size of the main that is in service and shall be full compensation for all Work required to make the connection and place the pipe in service. (See subsection 510.3 'Construction Methods' part (24) (b) 'Wet Connections to Existing Water System').

(6) Fittings

Ductile iron fittings, furnished in accordance with these specifications, will be paid for at the unit price bid per ton, complete in place, according to the schedule of weights in Standard Products List WW-27C. Bolts, glands, and gaskets will not be paid for separately and shall be included in the contract unit price for fittings.

(7) Concrete Trench Cap and Encasement

Where the distance between the top of the concrete encasement and the top of the trench cap is less than 36 inches, the concrete cap and encasement shall be poured as one unit and paid for under this bid item at the Contract price bid per linear foot. When the distance above is greater than 36 inches or when the trench cap is placed separately, the trench cap shall be paid for as a separate item, per linear foot, complete in place.

(8) Cement-Stabilized Backfill

Cement-stabilized backfill will be paid for at the unit price bid per linear foot and shall be full payment to the Contractor for furnishing and installing the required material, mixed, placed and cured complete in place.

(9) Concrete Encasement

When called for in the Bid, Concrete Pipe Encasement will be paid under Item No. 505S, "Encasement and Encasement Pipe".

(10) Pressure Taps

Pressure taps will be paid for at the unit price bid, complete in place, according to the size tap made and the size main tapped and shall be full payment for furnishing all necessary materials, including tapping sleeve and valve, making the tap, testing and placing the connection in service.

(11) Excavation Safety Systems

When called for in Bid, Trench Safety Systems shall conform to Item No. 509S, "Excavation Safety Systems."

(12) Connecting a New Water, Wastewater, or Reclaimed Water Service to an existing, comparable type of private service will be paid for at the unit price bid, complete in place, according to the size of new service and size of existing private service, and shall be full payment for furnishing and installing all necessary materials, such as cleanouts, pipe, couplings, and fittings, and including excavation and backfill. Service pipe from the main to the service connection will be measured and paid by the horizontal linear foot.

(13) Video Inspection

Video Inspection of Newly Installed Box Culverts and Storm Drain Pipe will be paid for at the unit price bid per linear foot and shall be full payment for all labor, equipment, and materials required for video inspection per this specification, including all submittals of CD/DVD as required.

(14) Jumper Hose

Jumper Hose will be paid at the unit bid price, complete and in place, including installation and removal of all materials necessary to provide a fully functional jumper hose. This item shall also include adequate protection for the jumper hose within vehicular traffic areas.

Source: Rule No. R161-17.05, 5-31-2017; Rule No. R161-22.13, 11-7-2022.

Payment, when included as a Contract pay item, will be made under one of the following:

Pay Item No. 510-AR___Dia.:	Pipe, ___ Dia. ___ Type (all depths), including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-ARRJ___Dia.:	Factory Restrained Joint Pipe, ___ Dia., Class ___ Ductile Iron, (all depths) including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-BR___×___Dia.:	Connecting New ___ Service to Existing Private Service (___ Dia. New Service to ___ Dia. Private Service)	Per Each.
Pay Item No. 510-CR:	Pipe Excavation, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-DR:	Pipe Trench Backfill, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-ER:	Concrete Seal or Cradle, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-FR:	Concrete Trench Cap, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-GR:	Concrete Cap and Encasement, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-HR:	Cement Stabilized Backfill, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-IR: ___ × ___ Dia.:	Pressure Taps, ___ Dia. × ___ Dia.	Per Each.
Pay Item No. 510-JR: ___ × ___ Dia.:	Wet Connections, ___ Dia. × ___ Dia.	Per Each.
Pay Item No. 510-KR:	Ductile Iron Fittings	Per Ton.
Pay Item No. 510-ASD___Dia.:	Pipe, ___ Dia. (all depths), including excavation and backfill	Per Linear Foot.
Pay Item No. 510-CSD:	Pipe Excavation, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-DSD:	Pipe Trench Backfill, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-ESD:	Concrete Seal or Cradle, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-FSD:	Concrete Trench Cap, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-GSD:	Concrete Cap and Encasement, ___ Dia. Pipe	Per Linear Foot.

Pay Item No. 510-HSD:	Cement Stabilized Backfill, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-AW___ Dia.:	Pipe, ___ Dia. ___ Type (all depths), including excavation and backfill	Per Linear Foot
Pay Item No. 510-AWRJ___ Dia.:	Factory Restrained Joint Pipe, ___ Dia., Class Ductile Iron, (all depths) including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-BW___ × ___ Dia.:	Connecting New ___ Service to Existing Private Service (___ Dia. New Service to ___ Dia. Private Service)	Per Each.
Pay Item No. 510-CW:	Pipe Excavation, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-DW:	Pipe Trench Backfill, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-EW:	Concrete Seal or Cradle, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-FW:	Concrete Trench Cap, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-GW:	Concrete Cap and Encasement, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-HW:	Cement Stabilized Backfill, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-IW:___ × ___ Dia.:	Pressure Taps, ___ Dia. × ___ Dia.	Per Each.
Pay Item No. 510-JW: ___ × ___ Dia.:	Wet Connections, ___ Dia. × ___ Dia.	Per Each.
Pay Item No. 510-KW:	Ductile Iron Fittings	Per Ton.
Pay Item No. 510-AWW: ___ Dia.:	Pipe, ___ Dia. ___ Type (all depths), including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-AWWRJ___ Dia.:	Factory Restrained Joint Pipe, ___ Dia., Class ductile Iron, (all depths) including Excavation and Backfill	Per Linear Foot.
Pay Item No. 510-BWW___ × ___ Dia.:	Connecting New ___ Service to Existing Private Service (___ Dia. New Service to ___ Dia. Private Service)	Per Each.
Pay Item No. 510-CWW:	Pipe Excavation, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-DWW:	Pipe Trench Backfill, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-EWW:	Concrete Seal or Cradle, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-FWW:	Concrete Trench Cap, ___ Ft. Width	Per Linear Foot.
Pay Item No. 510-GWW:	Concrete Cap and Encasement, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-HWW:	Cement Stabilized Backfill, ___ Dia. Pipe	Per Linear Foot.
Pay Item No. 510-KWW:	Ductile Iron Fittings	Per Ton.
Pay Item No. 510-VIDEO	Video Inspection of Newly Installed Box Culverts and Storm Drain Pipe	Per Linear Foot.
Pay Item No. 510-JH	2-inch Jumper Hose	Per Linear Foot.

An "R" after the pay item indicates the use for reclaimed water.

An "SD" after the pay item indicates the use for storm drain.

A "W" after the pay item indicates the use for water.

A "WW" after the pay item indicates the use for wastewater.

Source: Rule No. R161-17.05, 5-31-2017.

End

Applicable References:

Standard Specifications Manual: Item Nos. Ref: 102S, 210S, 402S, 403, 501S, 505S, 506, 507S, 509S, 593S, 601S, 604S

Standards Manual: Standard 510S-1, (520 - series).

Design Criteria Manuals: Utilities Criteria Manual, Section 5.

RABA KISTNER
a kiwa company

GEOTECHNICAL ENGINEERING STUDY

FOR

FOUNDERS PARK POOL IMPROVEMENTS
FOUNDERS PARK ROAD
DRIPPING SPRINGS, TEXAS

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Project No. AAA24-135-00
January 7, 2025

Ryan Bell, PE
Gilpin Engineering
9701 Brodie Lane # 203
Austin, Texas 78748

RE: Geotechnical Engineering Study
Founders Park Pool Improvements
Founders Park Road
Dripping Springs, Texas

Dear Mr. Bell:

RABA KISTNER Consultants Inc. (RKCI) is pleased to submit the report of our Geotechnical Engineering Study for the above-referenced project. This study was performed in accordance with RKCI Proposal No. PAA24-220-00, dated December 11, 2024. The scope of our services was to drill one (1) geotechnical boring, to perform laboratory testing to classify and characterize subsurface conditions, and to prepare an engineering report presenting foundation design and construction recommendations for the proposed improvements, as well as to provide pavement design and construction guidelines.

The following report contains our design recommendations and considerations based on our current understanding of information provided to us at the time of this study.

We appreciate the opportunity to be of service to you on this project. Should you have any questions about the information presented in this report, or if we may be of additional assistance with value engineering or on the materials testing-quality control program during construction, please call.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

STATE OF TEXAS
ORLANDO L. BOSCAN
104906
LICENSED
PROFESSIONAL ENGINEER

Miqueias Brikalski, E.I.T.
Graduate Engineer

Orlando L. Boscan, P.E.
Geotechnical Department Manager
1/7/2025

MPB\OLB: ag

Attachments

Copies Submitted: Above (1-Electronic)

GEOTECHNICAL ENGINEERING STUDY

For

FOUNDERS PARK POOL IMPROVEMENTS
FOUNDERS PARK ROAD
DRIPPING SPRINGS, TEXAS

Prepared for

GILPIN ENGINEERING
Austin, Texas

Prepared by

RABA KISTNER CONSULTANTS, INC.
Austin, Texas

PROJECT NO. AAA24-135-00

January 7, 2025

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The following figures are attached and complete this report:

Boring Location Map ..... Figure 1
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Key to Terms and Symbols ..... Figure 3
Results of Soil Analyses ..... Figure 4
Important Information About Your Geotechnical Engineering Report

INTRODUCTION

RABA KISTNER Consultants Inc. (RKCI) has completed the authorized subsurface exploration and foundation analysis for the proposed improvements to be located on Founders Park Road in Dripping Springs, Texas. The general location of the subject site is shown in Boring Location Map, Figure 1. This report briefly describes the procedures utilized during this study and presents our findings along with our recommendations for design and construction considerations for foundation and pavements.

PROJECT DESCRIPTION

Under consideration in this study are proposed improvements to the pool area located within the Founders Park in Dripping Springs, Texas. The proposed improvements include expanding a relatively small section of the concrete pool deck, upgrading a portion of existing pavements, and adding a CMU dumpster enclosure.

Detailed information regarding the planned structural loads was not available at the time of this study. Based on our experience with similar projects, relatively light loads are anticipated for the proposed pool deck slabs and CMU dumpster enclosure.

It is our understanding that at the time of this study, site grading information was not yet available. The recommendations presented in this report were prepared with the assumption that final grade for the structure will be within plus or minus 1 ft of existing grades.

LIMITATIONS

This engineering report has been prepared in accordance with accepted Geotechnical Engineering practices in the region of central Texas and for the use of Gilpin Engineering and its representatives for design purposes. This report may not contain sufficient information for purposes of other parties or other uses. This report is not intended for use in determining construction means and methods. The attachments and report text should not be used separately.

The recommendations submitted in this report are based on the data obtained from 1 boring drilled at this site, our understanding of the project information provided to us, and the assumption that site grading will result in only minor changes in the existing topography. If the project information described in this report is incorrect, is altered, or if new information is available, we should be retained to review and modify our recommendations.

This report may not reflect the actual variations of the subsurface conditions across the site. The nature and extent of variations across the site may not become evident until construction commences. The construction process itself may also alter subsurface conditions. If variations appear evident at the time of construction, it may be necessary to reevaluate our recommendations after performing on-site observations and tests to establish the engineering impact of the variations.

The scope of our Geotechnical Engineering Study does not include an environmental assessment of the air, soil, rock, or water conditions either on or adjacent to the site. No environmental opinions are presented in this report.

If final grade elevations differ from existing grades by more than plus or minus 1 ft, our office should be informed about these changes. If needed and/or if desired, we will reexamine our analyses and make supplemental recommendations.

BORINGS AND LABORATORY TESTS

Subsurface conditions at the site were evaluated by drilling one (1) boring (labeled Boring B-1) using a truck-mounted drilling rig. The approximate boring location is shown on the Boring Location Map, Figure 1. The boring location was documented in the field utilizing a hand-held GPS device. The boring was drilled in the improvement area to an approximate depth of 15 ft below the existing ground surface.

During drilling operations, 4 split-spoon samples (with Standard Penetration Testing) and 7 ft of rock core samples were collected. Each sample was visually classified in the laboratory by a member of our geotechnical engineering staff. The geotechnical engineering properties of the strata were evaluated by the following tests:

Type of Test	Number Conducted
Natural Moisture Content	4
Atterberg Limits	2
No. 200 Sieve Wash	2

The results of all laboratory tests are presented in graphical or numerical form on the boring log illustrated on Figure 2. A key to classification terms and symbols used on the logs is presented on Figure 3. The results of the laboratory and field testing are also tabulated on Figure 4 for ease of reference.

Standard Penetration Test results (N-values) are noted as “blows per ft” on the boring logs and on Figure 4. The N-value is the number of blows required to drive a split-spoon sampler 1 ft into soil/weak rock with a falling, 140-lb hammer following 6 inches of seating blows. Where hard or dense materials were encountered, the tests were terminated at 50 blows even if one foot of penetration had not been achieved. When all 50 blows fall within the first 6 in. (seating blows), refusal (“ref”) will be noted on the boring logs and on Figure 4.

The core recovery (REC) presented on the logs is the total length of the recovered material divided by the attempted run length during coring activities, presented as a percentage. The Rock Quality Designation (RQD) is the sum of the length of all recovered rock segments measuring 4 inches or more divided by the attempted run length during coring activities, presented as a percentage.

Samples will be retained in our laboratory for 30 days after submittal of this report. Other arrangements may be provided at the request of the Client.

GENERAL SITE CONDITIONS

SITE DESCRIPTION

The project site is located within the Founders Park in Dripping Springs, Texas. Existing structures connected to the proposed improvements include the swimming pool and associated buildings, as well as parking spaces. The topography of the site is generally flat, with vertical elevation estimated from Google Earth ranging from 1195 to 1200 ft across the area of the proposed improvements.

Existing utilities, associated with the current swimming pool facilities, should be anticipated during construction of the proposed improvements.

GEOLOGY

A review of the *Geologic Atlas of Texas, Llano Sheet,* indicates that this site is naturally underlain with the soils/rock of the Upper Glen Rose (Kgru).

The Glen Rose formation is generally characterized as limestone, dolomite and marl as alternating resistant and recessive beds that form a stairstep topography. The limestone is generally fine grained and marly. The dolomite is also fine grained, but is also porous and fossiliferous. The Glen Rose formation is divided into an upper and a lower part with the upper part being relatively thinner bedded, more dolomitic and less fossiliferous. Key geotechnical engineering concerns for development supported on this formation are the depth to rock, the porous zones, and the hardness of the limestone as it impacts excavation operations.

SEISMIC CONSIDERATIONS

Based on the soil boring conducted for this investigation, the upper 100 feet of soil may be characterized as rock, and a **Class B – Estimated** Site Class Definition (Chapter 20 of ASCE 7) has been assigned to this site.

On the basis of the American Society of Civil Engineers (ASCE) Hazard Tool website[1] which utilizes the 2016 American Society of Civil Engineers (ASCE) U.S. Seismic Design Maps to develop seismic design parameters, the following seismic considerations are associated with this site.

S_s = 0.051g	**S_{ms} = 0.051g**	**S_{DS} = 0.034g**
S_1 = 0.029g	**S_{m1} = 0.029g**	**S_{D1} = 0.019g**

STRATIGRAPHY

The subsurface conditions encountered at the boring locations are shown on the boring log, Figure 2. This boring log represents our interpretation of the subsurface conditions based on the field logs, visual examination of field samples by our personnel, and test results of selected field samples. Each stratum has been designated by grouping soils that possess similar physical and engineering characteristics. The lines designating the interfaces between strata on the boring logs represent approximate boundaries. Transitions between strata may be gradual.

[1] https://asce7hazardtool.online/

Stratum I consists of firm to stiff dark brown fat clay (CH) with gravel. These clays are classified as highly plastic based on a single measured plasticity index of 50. Measured moisture content is on the order of 27 percent. One Standard Penetration Test (SPT) N-value of 8 blows per ft was obtained within this stratum. Based on a single grain size analysis, the percentage of fines (percent passing a No. 200 sieve) is on the order of 90 percent. This stratum extends to a depth of 2 ft below the existing ground surface in our boring.

Stratum II consists of hard, tan sandy lean clay (CL), with limestone fragments. These clays are classified as moderately plastic based on a single measured plasticity index of 19. Measured moisture contents range from 6 to 9 percent. SPT N-values range from 45 to 50 blows per ft. Based on a single grain size analysis, the percentage of fines is on the order of 56 percent. This stratum extends to a depth of 6 ft below the existing ground surface in our boring.

Stratum III consists of hard, tan limestone, highly weathered, highly fractured, with clay seams and layers. One SPT N-value of refusal for 2 in. of penetration was obtained within this layer. Core recovery values range from 87 to 100 percent, and RQD values range from 17 to 37 percent. Our boring terminates in this stratum.

DEPTH TO WATER

Our boring remained dry during the field exploration phase. However, it is possible for groundwater to exist beneath this site at shallow depths on a transient basis, particularly at the clay/limestone interface, within weathered limestone seams, and following periods of precipitation. Fluctuations in groundwater levels occur due to variation in rainfall and surface water run-off. The construction process itself may also cause variations in the groundwater level.

FOUNDATION RECOMMENDATIONS

SITE GRADING

Site grading plans can result in changes in almost all aspects of foundation and pavement recommendations. We have prepared all recommendations based on the existing ground surface and the stratigraphic conditions encountered at the time of our study. If site grading plans differ from existing grade by more than plus or minus 1 ft, RKCI must be retained to review the site grading plans prior to bidding the project for construction. This will enable RKCI to provide input for any changes in our original recommendations that may be required as a result of site grading operations or other considerations.

POTENTIAL VERTICAL RISE (PVR)

The anticipated ground movements due to swelling of the underlying soils at the site were estimated for slab-on-grade construction using the empirical procedure, Texas Department of Transportation (TxDOT) Tex-124-E, Method for Determining the Potential Vertical Rise (PVR). PVR values on the order of 1-3/4 in. were estimated at the ground surface for the stratigraphic conditions encountered in our boring. A surcharge load of 1 psi (concrete slab and sand layer), an active zone extending to the depth of the soil/limestone interface, and dry moisture conditions were assumed in estimating the above PVR values.

The Stratum I dark brown clays contribute solely to the PVR values estimated for this site. The shallow, surficial nature of these soils renders their complete removal a viable option for reducing expansive soil-related ground movements at this site. If PVR reduction is needed for at-grade construction, partial of complete removal and replacement of the Stratum I dark brown clays may be done. A PVR value of 1 in. is estimated for 1 ft of removal and replacement. Complete removal and replacement of the dark brown clays should yield a PVR value of less than 1 in. Replacement material should consist of select fill material in accordance with the *Select Fill* section of this report.

SHALLOW FOUNDATIONS

The proposed CMU dumpster enclosure may be founded on shallow continuous footing, provided the selected foundation type can be designed to withstand the anticipated soil-related movements (see *Expansive Soil-Related Movements*) without impairing either the structural or the operational performance of the structure(s). We recommend that at least 1 ft of the Stratum I dark brown clays be removed from the footprint of the structure and replaced with select fill, selected and compacted according the Select Fill section of this report.

Allowable Bearing Pressure

Continuous footing bearing on Stratum II undisturbed tan clays, limestone, or compacted, select fill should be proportioned using the design parameters tabulated below.

Minimum depth below final grade	18 in.
Minimum footing width	18 in.
Maximum allowable bearing pressure for continuous footing	1,700 psf

The above presented maximum allowable bearing pressures will provide a calculated factor of safety of about 3 with respect to the measured shear strength, provided the subgrade is prepared and fill is selected and placed as recommended in the *Site Preparation* and *Select Fill* sections of this report, respectively.

We recommend that a vapor barrier be placed between the supporting soils and the concrete floor slab.

Lateral Resistance

Lateral loads on the structure can be resisted by friction at the base of the footings. Ultimate coefficients of friction of 0.4 may be used for foundation elements founded on tan clays or limestone. Additional lateral resistance can often be obtained from passive resistance from the soils surrounding the foundations. However, we do not recommend relying on passive resistance for lateral support due to the anticipated relatively shallow embedment depth of the CMU wall foundation.

Floor Slabs

A modulus of subgrade reaction of 120 psi/in. may be used for concrete slabs, provided at least 1 ft of the dark brown clay is removed and replaced with select fill materials, selected and placed in accordance with the *Select Fill* section of this report.

Depending on the elevation of the floor slab, areas of intact limestone may exist at bottom of slab elevation. If limestone is present, we recommend that limestone be removed to a depth of 6 inches below the slab and replaced with select fill.

We recommend that a vapor barrier be placed between the supporting select fill and the concrete floor slab.

FOUNDATION CONSTRUCTION CONSIDERATIONS

SITE DRAINAGE

Drainage is an important key to the successful performance of any foundation. Good surface drainage should be established prior to and maintained after construction to help prevent water from ponding within or adjacent to the foundation and to facilitate rapid drainage away from the foundation. Failure to provide positive drainage away from the structure can result in localized differential vertical movements in soil supported foundations and floor slabs, which can in turn result in cracking in the walls.

Also to help control drainage in the vicinity of the structure, we recommend that roof/gutter downspouts and landscaping irrigation systems not be located adjacent to the foundation. Careful consideration should also be given to the location of water bearing utilities, as well as to provisions for drainage in the event of leaks in water bearing utilities. All leaks should be immediately repaired.

SITE PREPARATION

Areas to support the structure and all areas to support select fill should be stripped of all vegetation and organic topsoil. Tree roots and boulders greater than 1 inch in diameter should be grubbed and removed. Any voids resulting from removal of limestone boulders or tree roots should be backfilled with a suitable, compacted fill material, free of organics, degradable material, and particles exceeding 4 inches in size. Furthermore, as discussed in a previous section of this report, we recommend that all dark brown clay be removed from the footprint of the proposed structure.

Exposed subgrades should be thoroughly proofrolled in order to locate weak, compressible zones. A minimum of 5 passes of a fully-loaded dump truck or a similar heavily-loaded piece of construction equipment should be used for planning purposes. Proofrolling operations should be observed by the Geotechnical Engineer or their representative to document subgrade condition and preparation. Weak or soft areas identified during proofrolling should be removed and replaced with suitable, compacted on-site clays, free of organics, oversized materials, and degradable or deleterious materials.

Upon completion of the proofrolling operations and just prior to fill placement or slab construction, the exposed subgrade should be moisture conditioned by scarifying to a minimum depth of 6 in. and recompacting to a minimum of 95 percent of the maximum density determined from TxDOT, Tex-114-E, Compaction Test. The moisture content of the subgrade should be maintained within the range of optimum moisture content to 3 percentage points above optimum moisture content until permanently covered.

In areas of exposed competent and intact limestone rock subgrade, the subgrade shall be proofrolled in order to locate and densify any weak compressible zones. Scarification and moisture conditioning will not be required on competent and intact limestone rock.

SELECT FILL

Materials used as select fill for final site grading preferably should be crushed stone or gravel aggregate. We recommend that materials specified for use as select fill meet the 2014 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Item 247, Flexible Base, Type Type A or C, Grade 1-2 or 3, and have a maximum plasticity index of 20.

Select fill should be placed in loose lifts not exceeding 8 in. in thickness and compacted to at least 95 percent of maximum density as determined by TxDOT, Tex-113-E. The moisture content of the fill should be maintained within the range of 2 percentage points below to 2 percentage points above the optimum moisture content until final compaction.

Alternate Select Fill

Alternatively, clayey gravel (GC), clayey sand (SC), sandy lean clay (CL), or combinations thereof, as classified according to the Unified Soil Classification System (USCS), may be considered satisfactory for use as alternate select fill materials at this site. Alternative select fill materials shall have a maximum liquid limit of 40, a plasticity index between 7 and 20, and a maximum particle size not exceeding 4 in. or one-half the loose lift thickness, whichever is smaller. In addition, if these materials are utilized, grain size analyses and Atterberg Limits must be performed during placement at a rate of one test each per 5,000 cubic yards of material due to the high degree of variability associated with pit-run materials.

If the above listed alternative materials are being considered for bidding purposes, the materials should be submitted to the Geotechnical Engineer for pre-approval at a minimum of 10 working days or more prior to the bid date. Failure to do so will be the responsibility of the contractor. The contractor will also be responsible for ensuring that the properties of all delivered alternative select fill materials are similar to those of the pre-approved submittal. It should also be noted that when using alternative fill materials, difficulties may be experienced with respect to moisture control during and subsequent to fill placement, as well as with erosion, particularly when exposed to inclement weather. This may result in sloughing of beam trenches and/or pumping of the fill materials.

Soils classified as CH, CL, MH, ML, SM, GM, OH, OL and Pt under the USCS are **not** considered suitable for use as select fill materials at this site. The native lean clays (CL) and sandy lean clays (CL) observed below the dark brown fat clays in our boring are considered suitable for use as select fill materials. If these cohesive soils are considered as a source for select fill, the soils should be excavated, segregated from deleterious materials, and stockpiled under the direction of RKCI.

On-Site Rock Fill

If excavations extend to significant depths into the limestone formation, consideration can be given to utilizing the excavated limestone for select fill. However, processing of the excavated material will be required to reduce the maximum particle size to 4 in. Furthermore, special care will be required during excavation activities to separate organics and any plastic clay seams encountered. In addition, the processed material must meet the specifications given above for alternative select fill materials. If on-site materials cannot be processed to meet the required criteria, imported select fill materials should be utilized.

GENERAL FILL

Areas requiring fill that do not have requirements for reducing the expansive, soil-related movements, can utilize on-site clays or imported borrow fills. These materials should have maximum particle sizes of 4 inches and placed in loose lifts not exceeding 8 inches in thickness and compacted to at least 95 percent of maximum density as determined by TxDOT, Tex-114-E, Compaction Test. The moisture content of the fill should be maintained within the range of optimum water content to plus 3 percentage points above optimum.

SHALLOW FOUNDATION EXCAVATIONS

Shallow foundation excavations should be observed by the Geotechnical Engineer or their representative prior to placement of reinforcing steel and concrete. This is necessary to observe that the bearing soils/rock at the bottom of the excavations are similar to those encountered in our boring and that excessive loose materials and water are not present in the excavations. If soft pockets of soil are encountered in the foundation excavations, they should be removed and replaced with a compacted non-expansive fill material or lean concrete up to the design foundation bearing elevations.

It should also be noted that the some of the native soils at this site are sandy and cohesionless in nature; consequently, these soils will be very susceptible to small changes in moisture content and to disturbance from foot traffic during the placement of steel reinforcement in beam trenches, particularly in periods of inclement weather. Disturbance from such foot traffic and from the accumulation of excess water can result in losses in bearing capacity and increased settlement. If inclement weather is anticipated at the time of construction, consideration should be given to protecting the bottoms of beam trenches by placing a thin mud mat (layer of flowable fill or lean concrete) at the bottom of trenches immediately following excavation. This will reduce disturbance from foot traffic and will impede the infiltration of surface water. The side slopes of beam trench excavations may also need to be flattened to reduce sloughing in cohesionless soils. All necessary precautions should be implemented to protect open excavations from the accumulation of surface water runoff and rain.

Excavations Near Existing Structures

Excavations for the new CMU dumpster enclosure may be planned near existing buildings. These excavations should not undermine adjacent foundations, utilities, walkways, or other hardscapes unless shoring or underpinned support is provided. Unsupported excavations should not be constructed with a slope steeper than 1H:1V (Horizontal: Vertical) from 2 feet outside the edge of an adjacent structural feature.

EXCAVATION SLOPING AND BENCHING

If utility trenches or other excavations extend to or below a depth of 5 ft below construction grade, the contractor or others shall be required to develop a trench safety plan to protect personnel entering the trench or trench vicinity. The collection of specific geotechnical data and the development of such a plan, which could include designs for sloping and benching or various types of temporary shoring, are beyond the scope of the current study. Any such designs and safety plans shall be developed in accordance with current OSHA guidelines and other applicable industry standards.

EXCAVATION EQUIPMENT

Due to the shallow nature of the surficial soils, excavations at this site will require removal of the underlying rock formation. Rock may also be encountered at the surface in some areas of this site. Thus, the need of rock excavation equipment should be anticipated for construction at this site. Please note that our boring logs are not intended for use in determining construction means and methods and may therefore be misleading if used for that purpose. We recommend that earth-work and utility contractors interested in bidding on the work perform their own tests in the form of test pits to determine the quantities of the different materials to be excavated, as well as the preferred excavation methods and equipment for this site.

UTILITIES

Utilities which project through slabs-on-grade, slabs-on-fill, “floating” floor slabs, or any other rigid unit should be designed with either some degree of flexibility or with sleeves. Such design features will help reduce the risk of damage to the utility lines as vertical movements occur.

Our experience indicates that significant settlement of backfill can occur in utility trenches, particularly when trenches are deep, when backfill materials are placed in thick lifts with insufficient compaction, and when water can access and infiltrate the trench backfill materials. The potential for water to access the backfill is increased where water can infiltrate flexible base materials due to insufficient penetration of curbs, and at sites where geological features can influence water migration into utility trenches (such as fractures within a rock mass or at contacts between rock and clay formations). It is our belief that another factor which can significantly impact settlement is the migration of fines within the backfill into the open voids in the underlying free-draining bedding material.

To reduce the potential for settlement in utility trenches, we recommend that consideration be given to the following:

- All backfill materials should be placed and compacted in controlled lifts appropriate for the type of backfill and the type of compaction equipment being utilized and all backfilling procedures should be tested and documented. Trench backfill materials should be placed in loose lifts not exceeding 8 inches in thickness and compacted to at least 95 percent of maximum density as determined by TxDOT, Tex-113-E or Tex-114-E, Compaction Test. The moisture content of the fill should be maintained within the range of 2 percentage points below to 2 percentage points above the optimum moisture content for non-cohesive soils and maintained within the range

of optimum to 3 percentage points above optimum moisture content for cohesive soils until final compaction.

- Consideration should be given to wrapping free-draining bedding gravels with a geotextile fabric (similar to Mirafi 140N) to reduce the infiltration and loss of fines from backfill material into the interstitial voids in bedding materials.

PAVEMENT RECOMMENDATIONS

Recommendations for both flexible and rigid pavements are presented in this report. The Owner and/or design team may select either pavement type depending on the performance criteria established for the project. In general, flexible pavement systems have a lower initial construction cost as compared to rigid pavements. However, maintenance requirements over the life of the pavement are typically much greater for flexible pavements. This typically requires regularly scheduled observation and repair, as well as overlays and/or other pavement rehabilitation at approximately one-half to two-thirds of the design life. Rigid pavements are generally more "forgiving", and therefore tend to be more durable and require less maintenance after construction.

For either pavement type, drainage conditions will have a significant impact on long term performance, particularly where permeable base materials are utilized in the pavement section. Drainage considerations are discussed in more detail in a subsequent section of this report.

SUBGRADE CONDITIONS

We have assumed the subgrade in pavement areas will consist of native undisturbed clays or recompacted on-site clays, placed and compacted as recommended in the *General Fill* section of this report. Based on our experience with similar subgrade soils, we have assigned a California Bearing Ratio (CBR) value of 3.5 and 5 for the undisturbed native soils and limestone, respectively, for use in pavement thickness design analyses.

DESIGN INFORMATION

The following recommendations were prepared assuming a 20-yr design life and Equivalent Single Axle Loads (ESALs) of 15,000 for light duty pavements and 50,000 for medium duty pavements. Light duty pavements are intended for use in the parking lot. In driveways or where channelized traffic is anticipated, we recommend the medium duty pavement section. **The Project Civil Engineer should review anticipated traffic loading and frequencies to verify that the assumed traffic loading and frequency is appropriate for the intended use of the facility.**

FLEXIBLE PAVEMENT

Flexible pavement sections recommended for this site are as listed in the table below:

	Layer Description	Layer Thickness
Light Duty (light-duty passenger vehicles parking)	HMAC Surface Course, Type "D" Flexible Base **Combined Total**	2.0 in. 9.0 in. * **11.0 in.**
Medium Duty (entrances and channelized traffic areas)	HMAC Surface Course, Type "D" Flexible Base **Combined Total**	3.0 in. 8.0 in. * **11.0 in.**

* May be reduced to 7 inches if limestone is encountered.

Garbage Dumpsters

Where flexible pavements are constructed at any site, we recommend that reinforced concrete pads be provided in front of and beneath trash receptacles. The dumpster trucks, if any, should be parked on the rigid pavement when the receptacles are lifted.

It is suggested that such pads also be provided in drives where the dumpster trucks make turns with small radii to access the receptacles. The concrete pads at this site should be a minimum of 7 in. thick and reinforced with conventional steel reinforcing bars. The concrete pads should be founded on a minimum of 4 inches of flexible base material.

RIGID PAVEMENT

We recommend that rigid pavements be considered in areas of channelized traffic, particularly in areas where truck or bus traffic is planned, and particularly where such traffic will make frequent turns, such as described above for garbage dumpster areas.

The following recommendations were prepared based on design guidelines presented in the "Guide for the Design and Construction of Concrete Site Paving for Industrial and Trucking Facilities" by the American Concrete Institute (ACI 330-08) using the PavementDesigner.org. Our recommendations were prepared assuming a 20-yr design life, 90 percent reliability, and 10 percent cracks at end of design life. We recommend that rigid pavement sections at this site consist of the following:

Traffic Type	Portland Cement Concrete	Flexible Base
Light Duty Traffic	5 in.	4 in.
Medium Duty Traffic	6 in.	4 in.
Dumpster Pad	7 in.	4 in.

With effective preconstruction planning and proper construction practices, unreinforced pavements may be considered for the concrete pavements. However, if the concrete pavements are to be reinforced, we recommend that the concrete pavements be reinforced with bar mats. As a minimum, the bar mats should be No. 3 reinforcing bars spaced 18 in. on center in both directions. The concrete reinforcing should be placed approximately 1/3 the slab thickness below the surface of the slab, but not less than 2 in. The reinforcing should not extend across expansion joints.

Joints in concrete pavements aid in the construction and control the location and magnitude of cracks. Where practical, lay out the construction, expansion, control and sawed joints to form square panels. The ratio of slab length-to-width should not exceed 1.25. Maximum recommended joint spacings are 12 ft longitudinal and 12 ft transverse.

Isolation joints are used to separate concrete slabs from other structures or fixed objects within or abutting the paved area to offset the effects of expected differential horizontal and vertical movements. Such structures include, but are not limited to, buildings, light standard foundations, and drop inlets. Isolation joints are also used at "T" intersections to accommodate differential movement along the different axes. Isolations joints are sometimes referred to as expansion joints. However, they are rarely needed to accommodate concrete expansion, so they are not typically recommended for use as regularly spaced joints.

We recommend a jointing layout plan be established and reviewed by all parties prior to construction. We also recommend avoiding jointing lines which create angles of less than 60 degrees, "T" joints, and interior corners.

If possible, the pavement should develop a minimum slope of 0.015 ft/ft to provide surface drainage. Reinforced concrete pavement should cure a minimum of 3 and 7 days before allowing automobile and truck traffic, respectively.

PAVEMENT CONSTRUCTION CONSIDERATIONS

SUBGRADE PREPARATION

Areas to support pavements should be prepared in accordance with the recommendations in the *Site Preparation* section under *Foundation Construction Considerations*.

DRAINAGE CONSIDERATIONS

As with any soil-supported structure, the satisfactory performance of a pavement system is contingent on the provision of adequate surface and subsurface drainage. Insufficient drainage which allows saturation of the pavement subgrade and/or the supporting granular pavement materials will greatly reduce the performance and service life of the pavement systems.

Surface and subsurface drainage considerations crucial to the performance of pavements at this site include (but are not limited to) the following:

1) Any known natural or man-made subsurface seepage at the site which may occur at sufficiently shallow depths as to influence moisture contents within the subgrade should be intercepted by drainage ditches or below grade French drains.
2) Final site grading should eliminate isolated depressions adjacent to curbs which may allow surface water to pond and infiltrate into the underlying soils.
3) Pavement surfaces should be maintained to help reduce surface ponding and to provide rapid sealing of any developing cracks. These measures will help reduce infiltration of surface water downward through the pavement section.

FLEXIBLE BASE COURSE

The flexible base course should be crushed limestone conforming to TxDOT Standard Specifications, Item 247, Type A, Grade 1-2. It should be noted that Type A (crushed rock) is the preferred material type; however, Type D (crushed concrete) is a suitable alternative for use below rigid pavements. Base course should be placed in lifts with a maximum thickness of 8 in. and compacted to a minimum of 100 percent of the maximum density at a moisture content within the range of 2 percentage points below to 2 percentage points above the optimum moisture content as determined by Tex-113-E. For rigid pavements, the compactive effort may be reduced to 95 percent of the maximum density.

ASPHALTIC CONCRETE SURFACE COURSE

The asphaltic concrete surface course should conform to TxDOT Standard Specifications, Item 340, Type D. The asphaltic concrete should be compacted to a minimum of 92 percent of the maximum theoretical specific gravity (Rice) of the mixture determined according to Test Method Tex-227-F. Pavement specimens, which shall be either cores or sections of asphaltic pavement, will be tested according to Test Method Tex-207-F. The nuclear-density gauge or other methods which correlate satisfactorily with results obtained from project roadway specimens may be used when approved by the Engineer. Unless otherwise shown on the plans, the Contractor shall be responsible for obtaining the required roadway specimens at their expense and in a manner and at locations selected by the Engineer.

PORTLAND CEMENT CONCRETE

The Portland cement concrete should have a minimum 28-day compressive strength of 4,000 psi. A liquid membrane-forming curing compound should be applied as soon as practical after broom finishing the concrete surface. The curing compound will help reduce the loss of water from the concrete. The reduction in the rapid loss in water will help reduce shrinkage cracking of the concrete.

CONSTRUCTION RELATED SERVICES

CONSTRUCTION MATERIALS TESTING AND OBSERVATION SERVICES

As presented in the attachment to this report, *Important Information About Your Geotechnical Engineering Report*, subsurface conditions can vary across a project site. The conditions described in this report are based on interpolations derived from a limited number of data points. Variations will be encountered during construction, and only the geotechnical design engineer will be able to determine if these conditions are different than those assumed for design.

Construction problems resulting from variations or anomalies in subsurface conditions are among the most prevalent on construction projects and often lead to delays, changes, cost overruns, and disputes. These variations and anomalies can best be addressed if the geotechnical engineer of record, RKCI is retained to perform construction observation and testing services during the construction of the project. This is because:

- RKCI has an intimate understanding of the geotechnical engineering report's findings and recommendations. RKCI understands how the report should be interpreted and can provide such interpretations on site, on the client's behalf.
- RKCI knows what subsurface conditions are anticipated at the site.
- RKCI is familiar with the goals of the owner and project design professionals, having worked with them in the development of the geotechnical workscope. This enables RKCI to suggest remedial measures (when needed) which help meet the owner's and the design teams' requirements.
- RKCI has a vested interest in client satisfaction, and thus assigns qualified personnel whose principal concern is client satisfaction. This concern is exhibited by the manner in which contractors' work is tested, evaluated and reported, and in selection of alternative approaches when such may become necessary.
- RKCI cannot be held accountable for problems which result due to misinterpretation of our findings or recommendations when we are not on hand to provide the interpretation which is required.

BUDGETING FOR CONSTRUCTION TESTING

Appropriate budgets need to be developed for the required construction testing and observation activities. At the appropriate time before construction, we advise that RKCI and the project designers meet and jointly develop the testing budgets, as well as review the testing specifications as it pertains to this project.

Once the construction testing budget and scope of work are finalized, we encourage a preconstruction meeting with the selected contractor to review the scope of work to make sure it is consistent with the construction means and methods proposed by the contractor. RKCI looks forward to the opportunity to provide continued support on this project, and would welcome the opportunity to meet with the Project Team to develop both a scope and budget for these services.

* * * * * * * * * * * * * * * * * * *

ATTACHMENTS



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TBPE Firm Number 3257

World Street Map: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
World Imagery: Maxar, Microsoft

BORING LOCATION MAP

FOUNDERS PARK POOL IMPROVEMENTS
FOUNDERS PARK ROAD
DRIPPING SPRINGS, TEXAS



PROJECT No.:	AAA24-135-00
ISSUE DATE:	12/12/2024
DRAWN BY:	BM
CHECKED BY:	MPB
REVIEWED BY:	OLB

FIGURE 1

NOTE: This Drawing is Provided for Illustration Only, May Not be to Scale and is Not Suitable for Design or Construction Purposes

LOG OF BORING NO. B-1

Founders Park Pool Improvements
Founders Park Road
Dripping Springs, Texas

RABA KISTNER
TBPE Firm Registration No. F-3257

DRILLING METHOD: Air Rotary & Rock Core

LOCATION: N 30.19879; W 98.08155

SURFACE ELEVATION: 1200 ft

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT²	PLASTICITY INDEX	% -200
			FAT CLAY (CH), Firm to Stiff, Reddish-Brown, with gravel	8			50	90
			SANDY LEAN CLAY (CL), Hard, Tan, with limestone fragments	45				
5				50			19	56
			LIMESTONE, Hard, Tan, Highly Weathered, Highly Fractured, with clay seams and layers	ref/2"				
			RUN: 8 to 10 ft **REC: 100%** **RQD: 17%**					
10			**RUN: 10 to 15 ft** **REC: 87%** **RQD: 37%**					
15			Boring Terminated					
			NOTES: 1. Water was not encountered during drilling operations. 2. Borehole was backfilled with auger cuttings and bentonite. 3. Boring elevations approximated from Google Earth.					
20								

SHEAR STRENGTH, TONS/FT²: 0.5, 1.0, 1.5, 2.0, 2.5, 3.0, 3.5, 4.0
PLASTIC LIMIT / WATER CONTENT / LIQUID LIMIT: 10, 20, 30, 40, 50, 60, 70, 80

DEPTH DRILLED:	15.0 ft	**DEPTH TO WATER:**	Dry	**PROJ. No.:**	AAA24-135-00
DATE DRILLED:	12/10/2024	**DATE MEASURED:**	12/10/2024	**FIGURE:**	2

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

KEY TO TERMS AND SYMBOLS

MATERIAL TYPES

SOIL TERMS


CALCAREOUS


CALICHE


CLAY


CLAYEY


GRAVEL


GRAVELLY


PEAT


SAND


SANDY


SILT


SILTY


FILL

ROCK TERMS


CHALK


CLAYSTONE


CLAY-SHALE


CONGLOMERATE


DOLOMITE


IGNEOUS


LIMESTONE


MARL


METAMORPHIC


SANDSTONE


SHALE


SILTSTONE

OTHER


ASPHALT


BASE


CONCRETE/CEMENT


BRICKS / PAVERS


WASTE


NO INFORMATION

WELL CONSTRUCTION AND PLUGGING MATERIALS


BLANK PIPE


SCREEN


BENTONITE


CEMENT GROUT


BENTONITE & CUTTINGS


CONCRETE/CEMENT


CUTTINGS


GRAVEL


SAND


VOLCLAY

SAMPLE TYPES


AIR ROTARY


GRAB SAMPLE


CORE


GEOPROBE SAMPLER


ROTOSONIC -DAMAGED


MUD ROTARY


NO RECOVERY


NX CORE


PITCHER


ROTOSONIC -INTACT


SHELBY TUBE


SPLIT BARREL


SPLIT SPOON


TEXAS CONE PENETROMETER


DISTURBED

STRENGTH TEST TYPES


POCKET PENETROMETER


TORVANE


UNCONFINED COMPRESSION


TRIAXIAL COMPRESSION UNCONSOLIDATED-UNDRAINED


TRIAXIAL COMPRESSION CONSOLIDATED-UNDRAINED

NOTE: VALUES SYMBOLIZED ON BORING LOGS REPRESENT SHEAR STRENGTHS UNLESS OTHERWISE NOTED

KEY TO TERMS AND SYMBOLS (CONT'D)

TERMINOLOGY

Terms used in this report to describe soils with regard to their consistency or conditions are in general accordance with the discussion presented in Article 45 of SOILS MECHANICS IN ENGINEERING PRACTICE, Terzaghi and Peck, John Wiley & Sons, Inc., 1967, using the most reliable information available from the field and laboratory investigations. Terms used for describing soils according to their texture or grain size distribution are in accordance with the UNIFIED SOIL CLASSIFICATION SYSTEM, as described in American Society for Testing and Materials D2487-06 and D2488-00, Volume 04.08, Soil and Rock; Dimension Stone; Geosynthetics; 2005.

The depths shown on the boring logs are not exact, and have been estimated to the nearest half-foot. Depth measurements may be presented in a manner that implies greater precision in depth measurement, i.e 6.71 meters. The reader should understand and interpret this information only within the stated half-foot tolerance on depth measurements.

RELATIVE DENSITY

Penetration Resistance Blows per ft	Relative Density
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense

COHESIVE STRENGTH

Resistance Blows per ft	Consistency	Cohesion TSF
0 - 2	Very Soft	0 - 0.125
2 - 4	Soft	0.125 - 0.25
4 - 8	Firm	0.25 - 0.5
8 - 15	Stiff	0.5 - 1.0
15 - 30	Very Stiff	1.0 - 2.0
> 30	Hard	> 2.0

PLASTICITY

Plasticity Index	Degree of Plasticity
0 - 5	None
5 - 10	Low
10 - 20	Moderate
20 - 40	Plastic
> 40	Highly Plastic

ABBREVIATIONS

B = Benzene
T = Toluene
E = Ethylbenzene
X = Total Xylenes
BTEX = Total BTEX
TPH = Total Petroleum Hydrocarbons
ND = Not Detected
NA = Not Analyzed
NR = Not Recorded/No Recovery
OVA = Organic Vapor Analyzer
ppm = Parts Per Million

Qam, Qas, Qal = Quaternary Alluvium
Qat = Low Terrace Deposits
Qbc = Beaumont Formation
Qt = Fluviatile Terrace Deposits
Qao = Seymour Formation
Qle = Leona Formation
Q-Tu = Uvalde Gravel
Ewi = Wilcox Formation
Emi = Midway Group
Mc = Catahoula Formation
El = Laredo Formation
Kknm = Navarro Group and Marlbrook Marl
Kpg = Pecan Gap Chalk
Kau = Austin Chalk

Kef = Eagle Ford Shale
Kbu = Buda Limestone
Kdr = Del Rio Clay
Kft = Fort Terrett Member
Kgt = Georgetown Formation
Kep = Person Formation
Kek = Kainer Formation
Kes = Escondido Formation
Kew = Walnut Formation
Kgr = Glen Rose Formation
Kgru = Upper Glen Rose Formation
Kgrl = Lower Glen Rose Formation
Kh = Hensell Sand

KEY TO TERMS AND SYMBOLS (CONT'D)

TERMINOLOGY

SOIL STRUCTURE

Slickensided	Having planes of weakness that appear slick and glossy.
Fissured	Containing shrinkage or relief cracks, often filled with fine sand or silt; usually more or less vertical.
Pocket	Inclusion of material of different texture that is smaller than the diameter of the sample.
Parting	Inclusion less than 1/8 inch thick extending through the sample.
Seam	Inclusion 1/8 inch to 3 inches thick extending through the sample.
Layer	Inclusion greater than 3 inches thick extending through the sample.
Laminated	Soil sample composed of alternating partings or seams of different soil type.
Interlayered	Soil sample composed of alternating layers of different soil type.
Intermixed	Soil sample composed of pockets of different soil type and layered or laminated structure is not evident.
Calcareous	Having appreciable quantities of carbonate.
Carbonate	Having more than 50% carbonate content.

SAMPLING METHODS

RELATIVELY UNDISTURBED SAMPLING

Cohesive soil samples are to be collected using three-inch thin-walled tubes in general accordance with the Standard Practice for Thin-Walled Tube Sampling of Soils (ASTM D1587) and granular soil samples are to be collected using two-inch split-barrel samplers in general accordance with the Standard Method for Penetration Test and Split-Barrel Sampling of Soils (ASTM D1586). Cohesive soil samples may be extruded on-site when appropriate handling and storage techniques maintain sample integrity and moisture content.

STANDARD PENETRATION TEST (SPT)

A 2-in.-OD, 1-3/8-in.-ID split spoon sampler is driven 1.5 ft into undisturbed soil with a 140-pound hammer free falling 30 in. After the sampler is seated 6 in. into undisturbed soil, the number of blows required to drive the sampler the last 12 in. is the Standard Penetration Resistance or "N" value, which is recorded as blows per foot as described below.

SPLIT-BARREL SAMPLER DRIVING RECORD

Blows Per Foot	Description
25	25 blows drove sampler 12 inches, after initial 6 inches of seating.
50/7"	50 blows drove sampler 7 inches, after initial 6 inches of seating.
Ref/3"	50 blows drove sampler 3 inches during initial 6-inch seating interval.

NOTE: To avoid damage to sampling tools, driving is limited to 50 blows during or after seating interval.

KEY TO TERMS AND SYMBOLS (CONT'D)

ROCK TERMINOLOGY

ROCK TYPE

"Rock type refers to the general geologic classification of the rock (e.g. basalt, sandstone, limestone, etc.). Certain physical characteristics are ascribed to a particular rock type with a geological name given according to the rocks mode of origin. Although the rock type is used primarily for identification and correlation, the type is often an important preliminary indication of rock mass behavior."

WEATHERING

Fresh	-	No evidence of any chemical or mechanical alteration.
Slightly Weathered	-	Slight discoloration on surface, slight alteration along discontinuities, less than 10 percent of the rock volume altered.
Moderately Weathered	-	Discoloring evident, surface pitted and altered with alteration penetrating well below rock surfaces, weathering "halos" evident, 10 to 50 percent of the rock altered.
Highly Weathered	-	Entire mass discolored, alteracation pervading nearly all of the rock with some pockets of slightly weathered rock noticeable, some minerals leached away.
Decomposed	-	Rock reduced to a soil with relicit rock texture, generally molded and crumbled by hand.

HARDNESS

Very soft	-	Can be deformed by hand.
Soft	-	Can be scratched with a fingernail.
Moderately hard	-	Can be scratched easily with a knife.
Hard	-	Can be scratched with difficulty with a knife.
Very hard	-	Cannot be scratched with a knife.

ROCK QUALITY DESIGNATION

	<	25	Very Poor
25	<	50	Poor
50	<	75	Fair
75	<	90	Good
90	<	100	Excellent

TEXTURE

Sedimentary

Texture	Grain Diameter	Particle Name	Rock Name
*	80 mm	Cobble	Conglomerate
*	5 - 80 mm	Gravel	-
Coarse Grained	2 - 5 mm	-	-
Medium Grained	0.4 - 2 mm	Sand	Sandstone
Fine Grained	0.1 - 0.4 mm	-	-
Very Fine Grained	0.1 mm	Clay, Silt	Shale, Claystone Siltstone

Igneous and Metamorphic

Texture	Grain Diameter
Coarse Grained	5 mm
Medium Grained	1 - 5 mm
Fine Grained	0.1 - 1 mm
Aphanite	0.1 mm

ROCK STRUCTURE

Massive	-	3-ft thick or greater
Thickly Bedded	-	beds from 1- to 3-ft thick
Medium Bedded	-	beds from 4 in. to 1-ft thick
Thinly Bedded	-	4-in. thick or less

Unfractured	-	6 ft or more
Slightly Fractured	-	2 to 6 ft
Moderately Fractured	-	8 in. to 2 ft
Highly Fractured	-	2 in. to 8 in.
Intensely Fractured	-	2 in. or less

Flat	-	0 to 20 degrees
Dipping	-	20 to 45 degrees
Steeply Dipping	-	45 to 90 degrees

DISCONTINUITIES

Describe the type of joint (i.e. bedding, cleavage, foliation, schistocity, or extension), the degree of weathering, joint wall separations (filled or clean), roughness, and any infilling (source, type, and thickness).

From United States Army Corps of Engineers, EM 1110-1-2908 Rock Foundations, November 1994

RESULTS OF SOIL SAMPLE ANALYSES

PROJECT NAME: Founders Park Pool Improvements
Founders Park Road
Dripping Springs, Texas

FILE NAME: AAA24-135-00.GPJ 1/6/2025

Boring No.	Sample Depth (ft)	Blows per ft	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	USCS	Dry Unit Weight (pcf)	% -200 Sieve	Shear Strength (tsf)	Strength Test
B-1	0.0 to 1.5	8	27	68	18	50	CH		90		
	2.0 to 3.5	45	6								
	4.0 to 5.5	50	9	34	15	19	CL		56		
	6.0 to 6.2	ref/2"	6								
	8.0 to 10.0										
	10.0 to 15.0										

PP = Pocket Penetrometer TV = Torvane UC = Unconfined Compression FV = Field Vane UU = Unconsolidated Undrained Triaxial

CU = Consolidated Undrained Triaxial

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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ENGINEERING • ENVIRONMENTAL • INFRASTRUCTURE • PROJECT CONTROL

www.rkci.com

ADDENDUM NO. 1

Project: **FOUNDERS MEMORIAL PARK IMPROVEMENTS (#PARKS-2025-01)**

Owner: **City of Dripping Springs, Texas**

Engineer: **Chad Gilpin, P.E. – City Engineer**

Date: **June 25th, 2025**

Bidders are hereby notified of the following revisions and/or clarifications to the construction plans. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Bid Documents.

BEGIN REVISIONS

1. **Revised Project Manual**
   The originally uploaded Project Manual is considered void and replaced with the version titled "Founders Memorial Park Improvements - Project Manual REVISED"

2. **Construction Plans**

   This addendum contains the Founders Memorial Park Improvements Construction Plans, dated June 25th, 2025.

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

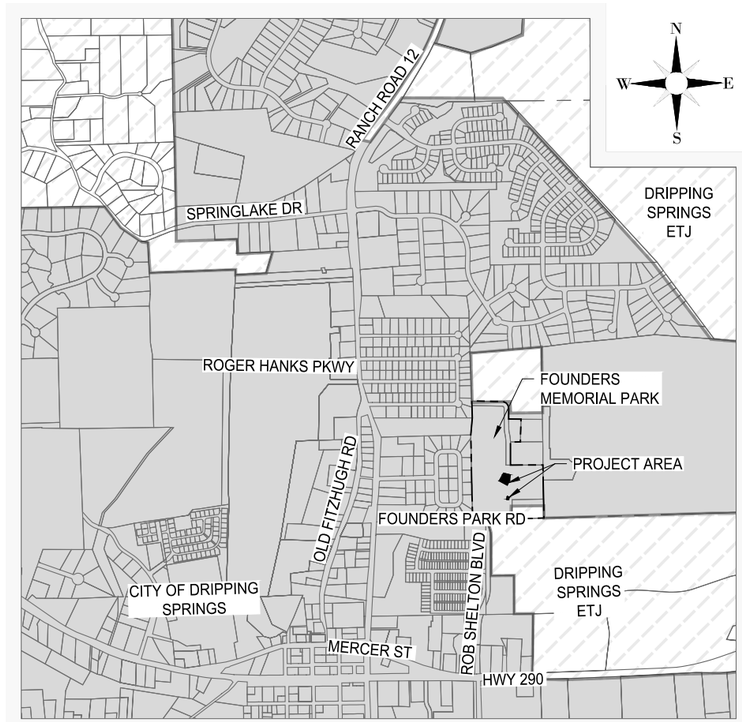
CONSTRUCTION PLANS

FOUNDERS MEMORIAL PARK IMPROVEMENTS

JUNE 2025

PROJECT # PARKS-2025-01

BASE BID: REMOVE EXISTING DAMAGED ASPHALT PAVEMENT, INSTALL REINFORCED CONCRETE PARKING LOT PAVEMENT AND DUMPSTER SLAB
ADD ALT 1: DUMPSTER ENCLOSURE STRUCTURE
ADD ALT 2: CONCRETE POOL DECK EXPANSION
ADD ALT 3: MISCELLANEOUS PARKING LOT IMPROVEMENTS



SCALE: 1" = 2,000'

PREPARED BY:

DANIEL CRYAN
127112
LICENSED
PROFESSIONAL ENGINEER

6/25/2025

DANIEL CRYAN, P.E. — DATE

RECOMMENDED BY:

CHAD GILPIN, P.E. - CITY ENGINEER — 6/25/2025 DATE

APPROVED BY:

SHAWN COX, DEPUTY CITY ADMINISTRATOR — DATE

APPLICABLE BUILDING CODES & ORDINANCES

ALL CONSTRUCTION SHALL BE GOVERNED BY THE ADOPTED SET OF BUILDING CODES AS LISTED BELOW AND ANY LOCAL AMENDMENTS FOUND IN DRIPPING SPRINGS' TECHNICAL AND CONSTRUCTION STANDARDS AS LISTED IN THE CODES & STANDARDS ARTICLE OF THE CITY CODE OF ORDINANCES

2018 INTERNATIONAL BUILDING CODE (IBC)
2018 INTERNATIONAL PLUMBING CODE (IPC)
2018 INTERNATIONAL FUEL GAS CODE (IFGC)
2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2018 INTERNATIONAL FIRE CODE (IFC)
2023 NATIONAL ELECTRIC CODE (NEC)
2012 TEXAS ACCESSIBILITY STANDARDS (TAS)

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

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS

DRIPPING SPRINGS
Texas

Sheet List Table		
Sheet Number	Sheet Title	Sheet Description
GENERAL		
1	G-01	COVERSHEET
2	G-02	GENERAL NOTES
3	G-03	SCHEDULE OF QUANTITIES
FOUNDERS MEMORIAL PARK		
4	C-01	SITE PLAN
5	C-02	EROSION & SEDIMENTATION CONTROL PLAN
6	C-03	EXISTING & DEMO PLAN
7	C-04	CONCRETE PAVING AND DUMPSTER SLAB PLAN
8	C-05	GRADING PLAN
9	C-06	TRAFFIC CONTROL PLAN PH 1
10	C-07	TRAFFIC CONTROL PLAN PH 2
11	CA-01	ADD ALT 2 SITE PLAN
DETAILS		
12	DT-01	SITE DETAILS
13	DT-02	DUMPSTER SLAB & ENCLOSURE DETAILS
14	DT-03	ADD ALT 2 DETAILS
15	DT-04	ESC DETAILS (1 OF 2)
16	DT-05	ESC DETAILS (2 OF 2)
17	DT-06	TRAFFIC CONTROL DETAILS (1 OF 2)
18	DT-07	TRAFFIC CONTROL DETAILS (2 OF 2)

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. NO PORTION OF THIS PROJECT LIES WITHIN FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105G DATED JANUARY 17, 2025 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

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 ¼ 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. 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
3. ALL R.C.P. SHALL BE MINIMUM CLASS IV UNLESS OTHERWISE NOTED ON THE PLANS.

E. TRAFFIC CONTROL SEQUENCE OF CONSTRUCTION NARRATIVE:

1. PROPOSED PARKING LOT IMPROVEMENTS SHALL BE CONSTRUCTED IN PHASES AS SHOWN ON THE TRAFFIC CONTROL PLAN SHEETS TO PROVIDE TWO-WAY VEHICULAR ACCESS TO THE PARKING AREAS NORTH AND SOUTH OF THE PROPOSED LIMITS OF CONSTRUCTION FOR THE ENTIRE DURATION OF CONSTRUCTION ACTIVITIES.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ALL DRIVEWAYS AND PARK FACILITIES AT ALL TIMES UNLESS PRIOR APPROVAL IS OBTAINED FROM THE CITY ENGINEER.
3. CONTRACTOR MAY CHOOSE TO PROVIDE AN ALTERNATIVE TRAFFIC CONTROL PLAN AT THEIR OWN EXPENSE. ANY DEVIATIONS FROM THE TRAFFIC CONTROLS SHOWN IN THIS PLAN SET SHALL BE REVIEWED AND APPROVED BY THE CITY'S ENGINEER PRIOR TO IMPLEMENTING ANY OF THE ALTERNATIVE CONTROLS OR PHASING PLANS.
4. INSTALL ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL DEVICES PRIOR TO IMPLEMENTING TRAFFIC CONTROL PLANS.
5. INSTALL ADVANCE WARNING SIGNS, BARRICADES, AND CHANNELIZING DEVICES IN ACCORDANCE WITH THE PLANS AND TXMUTCD STANDARDS.
6. CONSTRUCT THE PHASE 1 TEMPORARY DETOUR PAVEMENT AREAS SHOWN PER PLANS. (REFER TO NOTES RELATED TO TXDOT ITEM 508 - CONSTRUCTING DETOURS ON THE SCHEDULE OF QUANTITIES PLAN SHEET G-03 FOR ADDITIONAL INFORMATION RELATED TO TEMPORARY DETOUR PAVEMENT REQUIREMENTS; REFER TO TEMPORARY DETOUR PAVEMENT SECTION DETAIL ON TRAFFIC CONTROL PLAN SHEETS C-06 & C-07).
7. SHIFT TRAFFIC TO TWO-LANE, TWO-WAY OPERATIONS ON THE EAST SIDE OF THE PHASE 1 WORK AREA. CONSTRUCT THE CONCRETE PAVEMENT WITHIN THE PHASE 1 WORK AREA.
8. SHIFT TRAFFIC TO TWO-LANE, TWO-WAY OPERATIONS ON THE NEWLY CONSTRUCTED CONCRETE PAVEMENT AND TO THE WEST OF THE PHASE 2 WORK AREA.
9. CONSTRUCT THE CONCRETE PAVEMENT AND CONCRETE DUMPSTER SLAB WITHIN THE PHASE 2 WORK AREA. INSTALL PAVEMENT MARKINGS AND SIGNS AS SHOWN ON THE PLANS. IF REQUIRED, ALLOW FOR 7 DAYS FOR THE TY II PAVEMENT MARKINGS TO CURE PRIOR TO INSTALLING TY I MARKINGS.
10. RE-OPEN THE EXISTING PARKING LOT TO EXISTING TRAFFIC OPERATIONS AS SOON AS POSSIBLE UPON COMPLETION OF PAVEMENT OPERATIONS, AS APPROVED BY THE ENGINEER, WHILE WORK IN OTHER AREAS IS COMPLETED (INCLUDING DUMPSTER ENCLOSURE WORK, IF SELECTED FOR AWARD).
11. TRAFFIC CONTROLS 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 PUBLIC, CONSTRUCTION WORKERS, AND CITY STAFF. ALL TRAFFIC CONTROL DEVICES SHALL BE COMPLIANT WITH THE CURRENT TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

GILPIN ENGINEERING COMPANY
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6/25/2025

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REVISIONS:

NO.	REVISION	DATE

DATE: 6/25/2025
DRAWN BY: DC
CHECKED BY: CG
PROJ #: PARKS-2025-01

DRIPPING SPRINGS
Texas

PROJECT:
FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: G-02
GENERAL NOTES

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\PARKS 2025-01_Founders\CAD\Sheets\FOUNDERSIDS-PARKS-2025-01_NOTES.dwg

SCHEDULE OF QUANTITIES:

TXDOT SPEC	HAYS COUNTY SPEC	CITY OF AUSTIN SPEC	ITEM DESCRIPTION	UNITS	BASE BID CONCRETE PAVEMENT & DUMPSTER SLAB QTY	ADD ALT 1 DUMPSTER ENCLOSURE QTY	ADD ALT 2 POOL DECK SLAB QTY	ADD ALT 3 MISC PARKING LOT IMPROVEMENTS QTY	COMBINED PROJECT TOTALS TOTAL QTY
ITEM 105			RMV (10-14") TRT/UNTRT BASE & ASPH PAV	SY	311				311
	1.04		EXCAVATION	CY	16		15		31
	1.04		SUBGRADE PREPARATION	SY	44				44
	1.03		EMBANKMENT (ON-SITE FILL)	CY	16		5		15
ITEM 164			HYDRO MULCH SEED (PERM_RURAL_CLAY)	SY	459		60		519
ITEM 247			CONC PAVEMENT BASE: FLEX BASE (CMP IN PLC)(TY A GR 1-2)(FINAL POS)	CY	38				38
ITEM 247			SLAB SELECT FILL: FLEX BASE (CMP IN PLC)(TY A OR C, GR 1-2 OR 3, MAX PI 20)(FINAL POS)	CY	6		3		9
ITEM 360			CONC PVMT (CONT REINF - CRCP) (7") (4,000 PSI)	SY	321				321
ITEM 420			CONCRETE DUMPSTER SLAB (4,000 PSI)	CY	10				10
ITEM 420			CONCRETE POOL DECK SLAB (3,500 PSI)	CY			12		12
ITEM 432			RIPRAP (STONE COMMON)(DRY)(12 IN)	CY			1		1
PLAN DETAIL			BOLLARD	EA	4				4
PLAN DETAIL			DUMPSTER ENCLOSURE SCREEN WALL	LF		38			252
PLAN DETAIL			DUMPSTER ENCLOSURE GATE	LS		1			1
ITEM 500			MOBILIZATION	LS	1	1	1	1	4
ITEM 502			BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	2.00	0.25			2.25
ITEM 506			TEMP SEDMT CONT FENCE (INSTALL)	LF	192		68		260
ITEM 506			TEMP SEDMT CONT FENCE (REMOVE)	LF	192		68		260
ITEM 508			CONSTRUCTING DETOURS	SY	239				239
		510.2(5)	CRUSHED GRANITE (#7 AASHTO)	SY			17		17
		510-AR-4	PIPE, 4" DIA, PVC SCHED 40, (ALL DEPTHS), INCLUDING EXCAVATION & BACKFILL	LF			34		34
PLAN DETAIL			REMOVE AND INSTALL EXISTING METAL FENCE & GATE	LS			1		1
ITEM 666			REFL PAV MRK TY II (W) 4"(SLD)	LF	173				173
PLAN DETAIL			SPEED BUMP	LF				72	72

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.

HAYS COUNTY ITEM 1.04 - EXCAVATION

THIS ITEM IS FULL COMPENSATION FOR AUTHORIZED EXCAVATION; DRYING; UNDERCUTTING SUBGRADE IN ROCK CUTS AND REWORKING OR REPLACING THE UNDERCUT MATERIAL; HAULING; DISPOSAL OF MATERIAL NOT USED ELSEWHERE ON THE PROJECT; SCARIFICATION AND COMPACTION; AND EQUIPMENT, LABOR, MATERIALS, TOOLS AND INCIDENTALS.

TXDOT ITEM 0164 - HYDROMULCH SEED

SEED MIX SHALL BE NATIVE TRAIL MIX BY NATIVE AMERICAN SEED (HTTPS://SEEDSOURCE.COM/NATIVE-TRAIL-MIX/). SEED SHALL BE APPLIED AT THE RATE RECOMMENDED BY SEED MANUFACTURER.

THERE WILL BE NO SEPARATE PAY ITEM FOR WATERING OR TEMPORARY IRRIGATION NECESSARY TO ESTABLISH RE-VEGETATION. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% VEGETATIVE COVER 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 MAY BE USED FOR TOPSOIL, DRIVEWAY AND PARKING LOT EMBANKMENT PURPOSES UPON APPROVAL OF THE ENGINEER. FOR THE PURPOSES OF ESTABLISHING VEGETATION IN AREAS SHOWN ON PLANS THE CONTRACTOR HAS THE OPTION OF USING ON-SITE SOILS OR BRINGING IN OFF-SITE TOPSOIL (UPON APPROVAL OF THE ENGINEER). THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING VEGETATION TO ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES.

TXDOT ITEM 502 - BARRICADES, SIGNS AND TRAFFIC HANDLING

CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADDITIONAL BARRICADES, SIGNS, CHANNELIZING DEVICES, TEMPORARY PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES AS NECESSARY TO ENSURE THE SAFETY OF ALL WORKERS AND PARK VISITORS THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.

NO ADDITIONAL TIME WILL BE PROVIDED IF ADD ALTERNATES 2 AND/OR 3 ARE SELECTED FOR CONSTRUCTION. CONTRACTOR SHALL SCHEDULE WORK ACTIVITIES TO OCCUR IN A TIMELY MANNER TO MINIMIZE THE OVERALL CONSTRUCTION DURATION.

TXDOT ITEM 506 - TEMPORARY SEDIMENT CONTROL FENCE

CONTRACTOR MAY ELECT TO USE SILT FENCE OR EROSION CONTROL LOGS (12" MIN), UPON THE APPROVAL OF THE CITY ENGINEER.

TXDOT ITEM 508 - CONSTRUCTING DETOURS

CONTRACTOR MAY USE EXISTING HMAC MILLINGS STOCKPILED IN THE CITY'S MAINTENANCE YARD FOR TEMPORARY DETOUR PAVEMENT SURFACE. CONTRACTOR SHALL COORDINATE WITH THE CITY'S MAINTENANCE DIRECTOR. CONTRACTOR WILL BE RESPONSIBLE FOR LOADING, HAULING, PLACING AND SHAPING MILLINGS MATERIALS. ALL MATERIALS BORROWED FROM THE CITY'S MAINTENANCE YARD SHALL BE REMOVED FROM THE PARK PROPERTY UPON COMPLETION OF THE WORK AND RETURNED IN A SIMILAR CONDITION FROM WHERE IT CAME AT NO ADDITIONAL EXPENSE TO THE OWNER, OR HAULED AND DISPOSED BY THE CONTRACTOR IF REQUESTED BY THE CITY'S MAINTENANCE DIRECTOR.

TXDOT ITEM 678 - PAVEMENT SURFACE PREPARATION FOR MARKINGS

NO SEPARATE PAYMENT WILL BE MADE FOR PAVEMENT SURFACE PREPARATION, THIS IS SUBSIDIARY TO APPLICABLE BID ITEMS.

GENERAL NOTE:

REFER TO THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT FOR ADDITIONAL INFORMATION REGARDING SITE PREPARATION, EXCAVATION, GENERAL AND SELECT FILL MATERIALS, FLEXIBLE BASE, AND PAVEMENT REQUIREMENTS.

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127112
LICENSED PROFESSIONAL ENGINEER
6/25/2025

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NO.	REVISION	DATE

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Texas

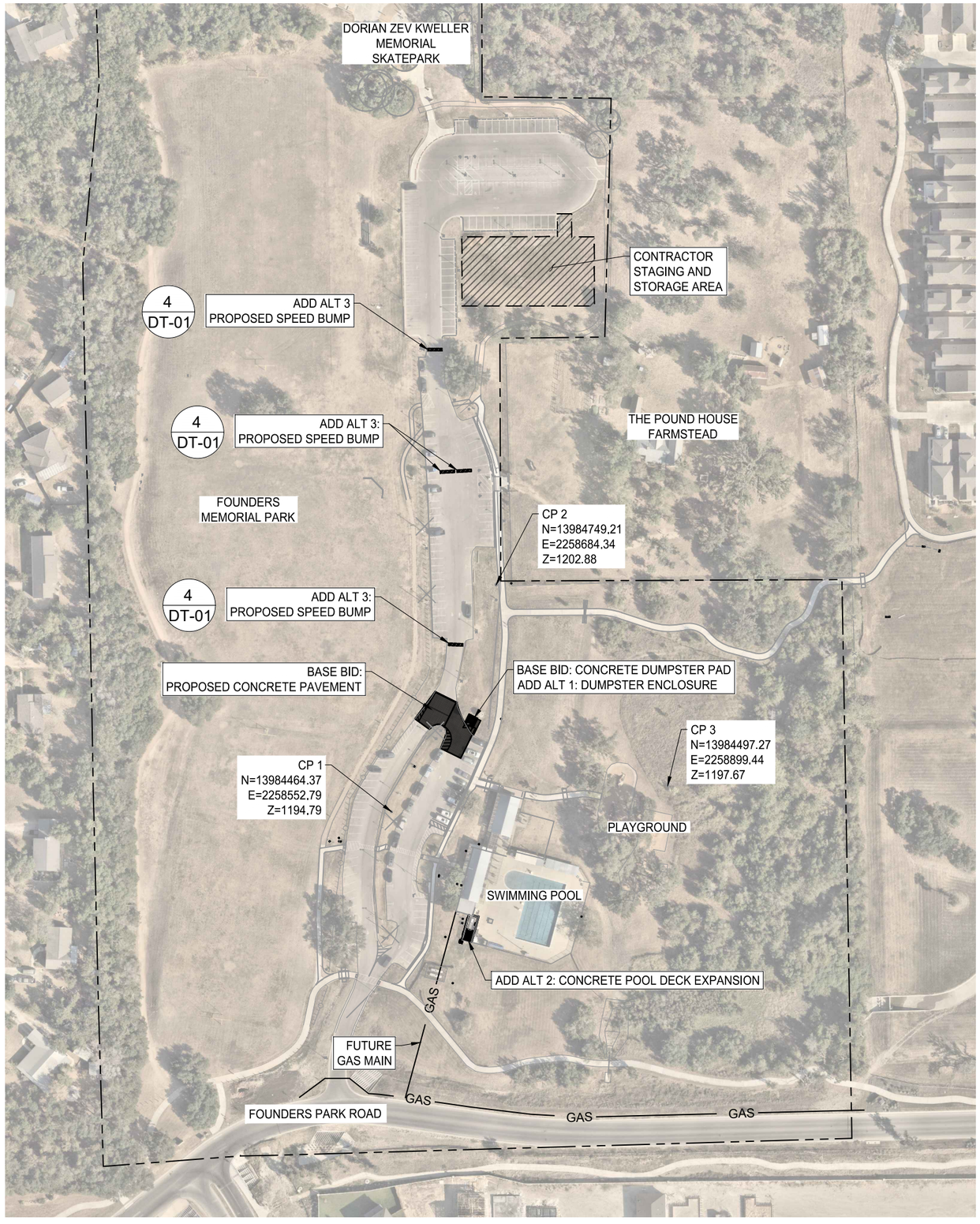
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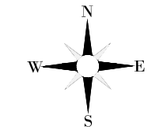
FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: G-03

SCHEDULE OF QUANTITIES

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\PARKS 2025-01_Founders\CAD\Sheets\FOUNDERS\DS-PARKS-2025-01_NOTES.dwg





0' 75' 150'

SCALE : 1 " = 150'

LEGEND

- APPROXIMATE PARCEL BOUNDARIES
- PARK BOUNDARY
- LOC — LIMITS OF CONSTRUCTION
- GAS — EXISTING GAS MAIN
- EX-WWL — EXISTING WASTE WATER MAIN

NOTES:

1. CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.
2. 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.
3. CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
4. 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.
5. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE PARK PROPERTY 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.
6. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
7. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THE PROJECT.
8. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
9. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.

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127112
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6/25/2025

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Texas

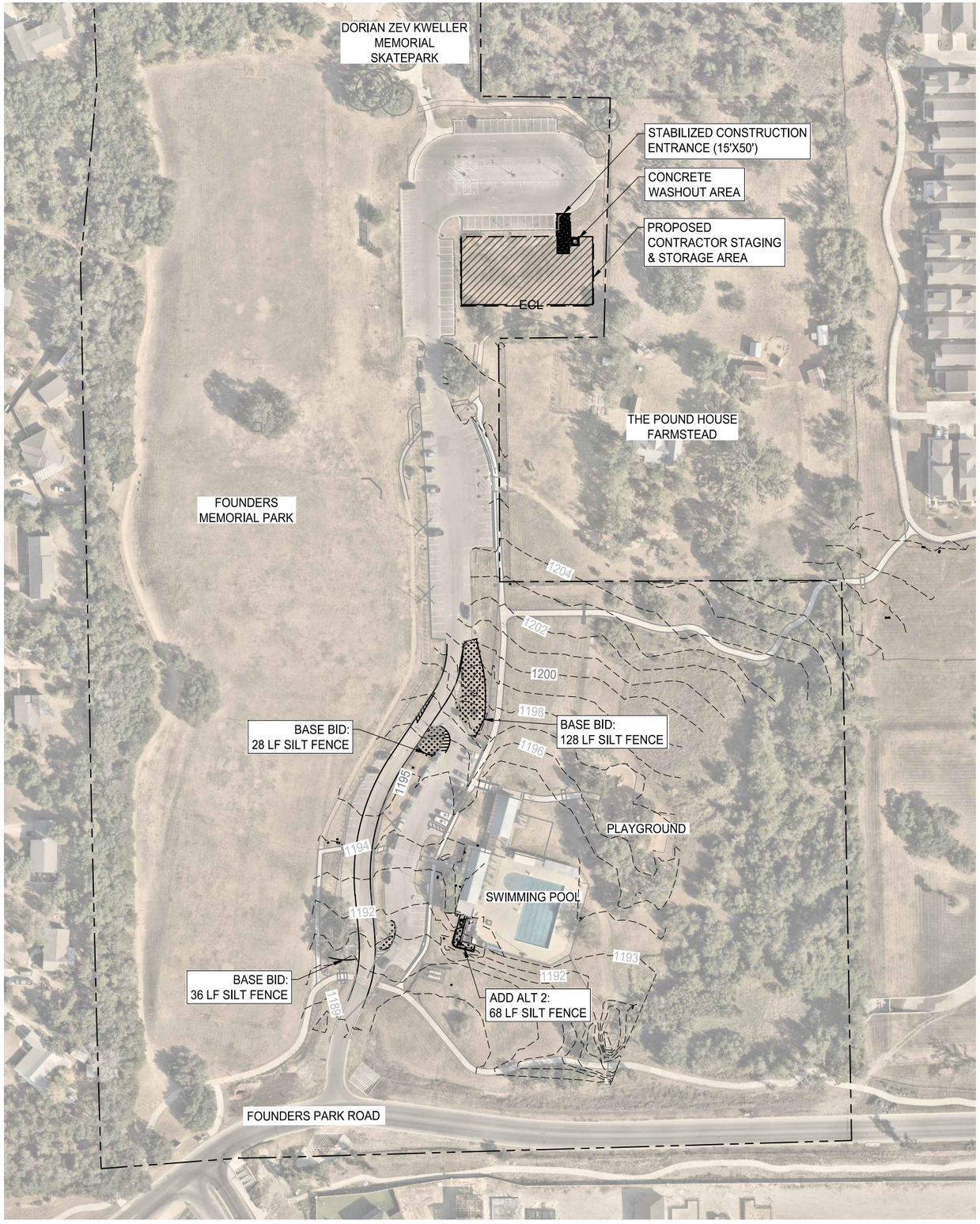
PROJECT:

FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: C-01

SITE PLAN

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0' 75' 150'

SCALE : 1 " = 150'

LEGEND

- PARK BOUNDARY
- LOC — LIMITS OF CONSTRUCTION
- ECL — SILT FENCE / EROSION CONTROL LOG
- PROPOSED RESEEDING
- 1173 — EXISTING 1-FT CONTOUR

NOTES:

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6. CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROLS AS NEEDED TO PREVENT THE MIGRATION OF SEDIMENT DOWNSTREAM INTO EXISTING INFRASTRUCTURE OR ONTO ADJACENT PROPERTIES.
7. TOTAL LIMITS OF CONSTRUCTION IS APPROXIMATELY 3,873.45 SF = 0.09 AC
8. RE-VEGETATION TO BE ESTABLISHED AT 85% COVERAGE AND COMPLETED PER ITEM 164 SPECIFICATION.

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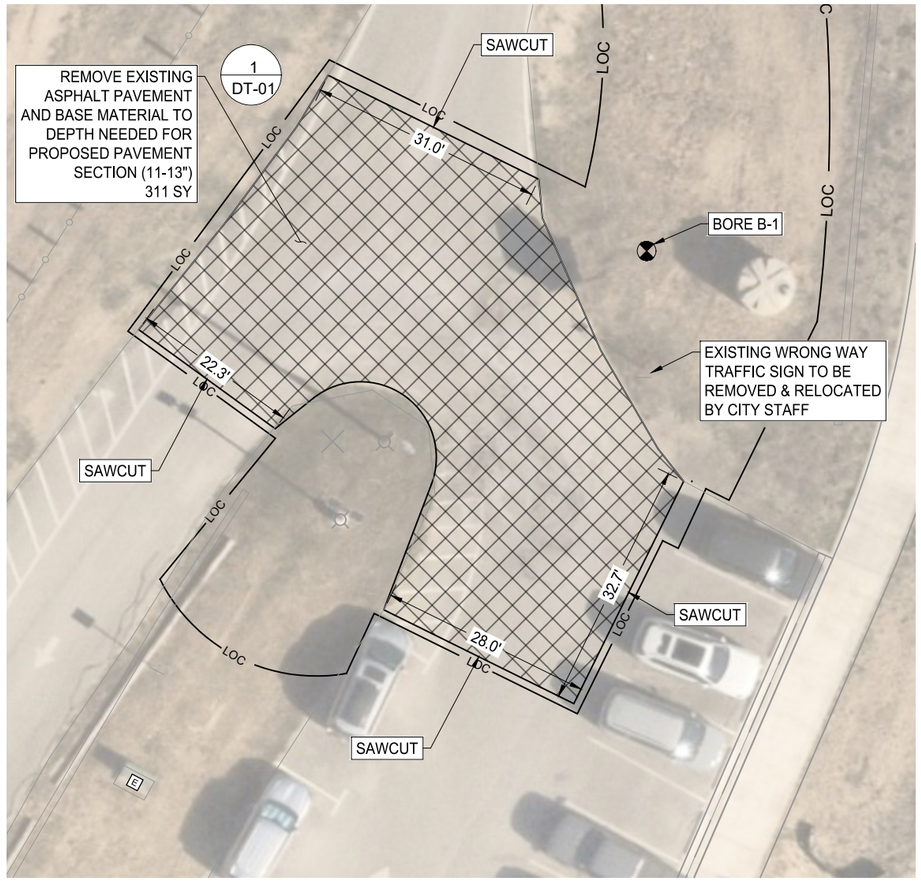
PROJECT:

FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: C-02

EROSION & SEDIMENTATION CONTROL PL

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0' 10' 20'

SCALE : 1 " = 20'

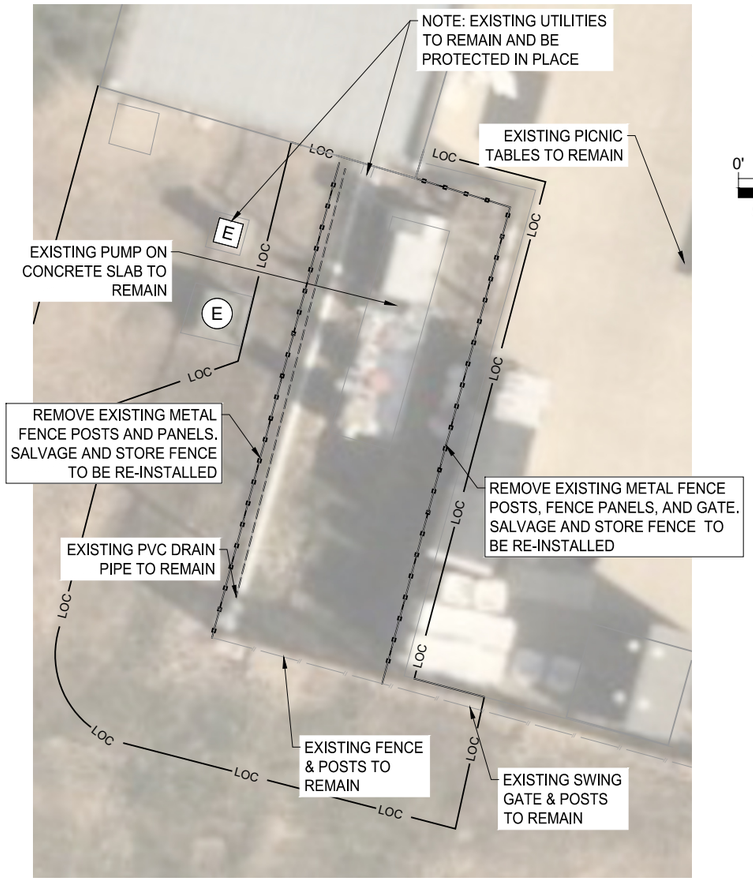
LEGEND

- DEMO EXIST ASPHALT
- SAWCUT LINE
- EXIST EDGE OF PAVEMENT
- GEOTECHNICAL BORE (SEE GEOTECH REPORT)
- LOC — LIMITS OF CONSTRUCTION
- GAS — EXISTING GAS MAIN
- EX-WWL — EXISTING WASTE WATER MAIN

BASE BID:
EXISTING CONDITIONS & DEMO PLAN

NOTES:

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4. CONTRACTOR MAY DEVELOP AN ALTERNATIVE CONCRETE PHASING AND JOINTING PLAN. ANY ADJUSTMENTS TO THE PROPOSED CONCRETE PHASING AND JOINTING PLAN MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO COMMENCING WORK.
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0' 5' 10'

SCALE : 1 " = 10'

ADD ALT 2:
POOL DECK EXPANSION
EXISTING CONDITIONS & DEMO PLAN

LEGEND

- EXIST EDGE OF CONCRETE
- LOC — LIMITS OF CONSTRUCTION
- EXIST FENCE TO REMAIN

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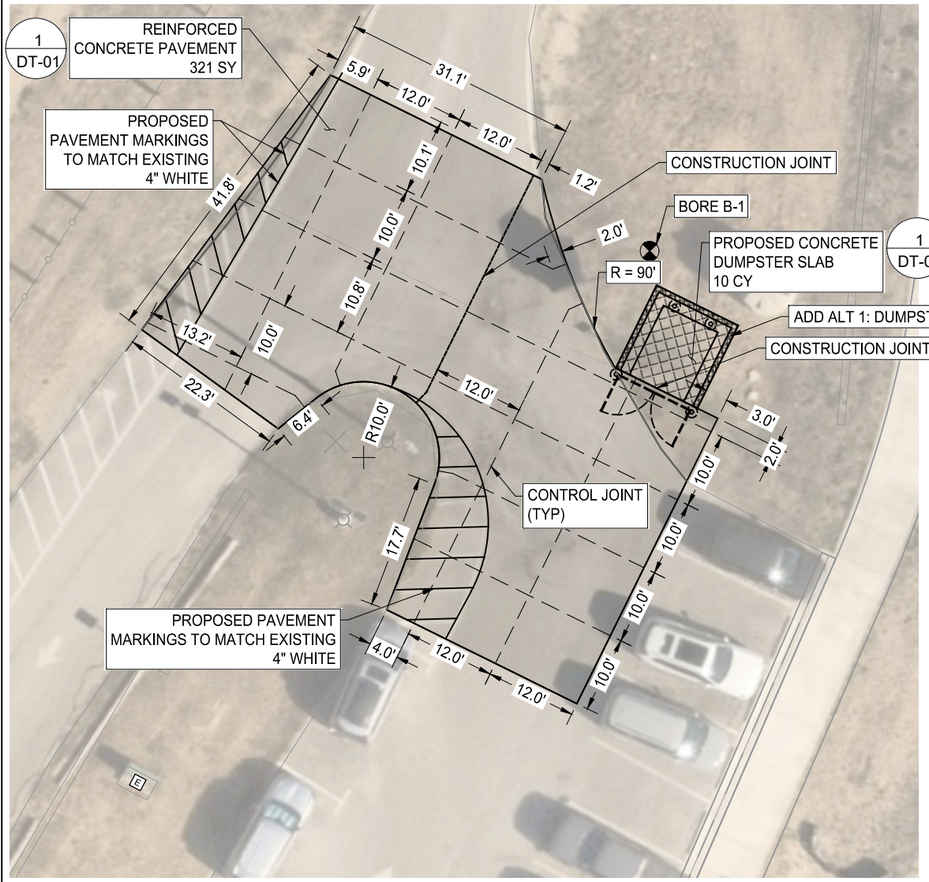
PROJECT:

FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: C-03

EXISTING & DEMO PLAN

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0' 10' 20'

SCALE : 1 " = 20'

CONCRETE PAVING AND DUMPSTER SLAB PLAN

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LEGEND

- REINFORCED CONCRETE PAVEMENT (1 / DT-01)
- CONCRETE DUMPSTER SLAB (1 / DT-02)
- ADD ALT 1: DUMPSTER ENCLOSURE SCREEN WALL (6 / DT-02)
- ADD ALT 1: DUMPSTER ENCLOSURE GATE (5 / DT-02)
- SAWCUT LINE
- CONTROL JOINT (2 / DT-01)
- EXIST EDGE OF PAVEMENT
- GEOTECHNICAL BORE (SEE GEOTECH REPORT)

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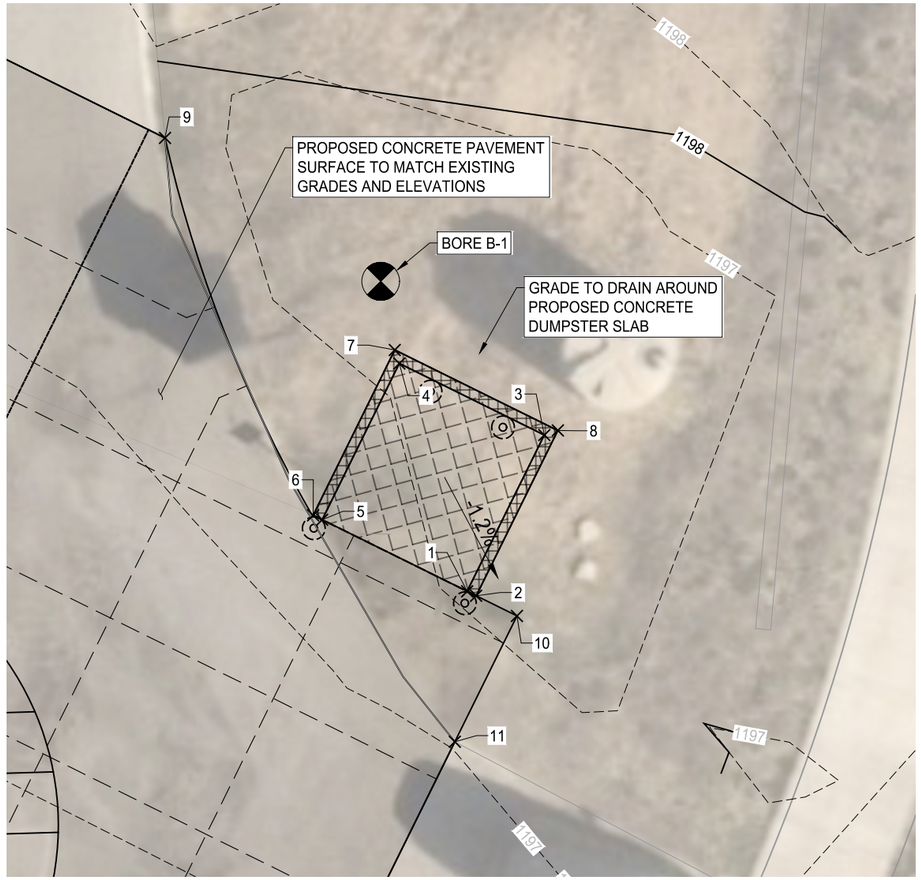
PROJECT:

FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: C-04

CONCRETE PAVING AND DUMPSTER SLAB PLA

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SCALE : 1 " = 10'

PROPOSED DUMPSTER SLAB GRADING PLAN

N
W E
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LEGEND

- CONCRETE PAVEMENT
- CONCRETE DUMPSTER SLAB
- 1197 EXIST 1-FT CONTOUR
- 1197 PROP 1-FT CONTOUR
- EXIST EDGE OF PAVEMENT
- GEOTECHNICAL BORE (SEE GEOTECH REPORT)

DUMPSTER SLAB GRADING POINTS

POINT #	POINT DESCRIPTION	NORTHING	EASTING	EXISTING GROUND ELEVATION	PROPOSED FINISHED GRADE ELEVATION	PROPOSED TOP OF CURB ELEVATION
1	TOP OF PAVEMENT/SLAB/CURB	13,984,570.7878	2,258,655.0526	1,196.97	1,197.19	1,197.69
2	TOP OF PAVEMENT/CURB	13,984,570.4927	2,258,655.6504	1,196.97	1,197.19	1,197.69
3	TOP OF SLAB/CURB	13,984,581.0994	2,258,660.1439	1,196.70	1,197.28	1,197.69
4	TOP OF SLAB/CURB	13,984,585.8218	2,258,650.5796	1,196.92	1,197.38	1,197.69
5	TOP OF PAVEMENT/SLAB/CURB	13,984,575.5102	2,258,645.4882	1,197.25	1,197.27	1,197.69
6	TOP OF PAVEMENT/CURB	13,984,575.8054	2,258,644.8905	1,197.27	1,197.27	1,197.69
7	FG/TOP OF CURB	13,984,586.7147	2,258,650.2770	1,196.91	1,197.38	1,197.69
8	FG/TOP OF CURB	13,984,581.4020	2,258,661.0368	1,196.68	1,197.28	1,197.69
9	EXIST/PROP EOP	13,984,600.7063	2,258,635.1154	1,197.77	1,197.77	N/A
10	PROP EDGE OF PAVEMENT	13,984,569.1643	2,258,658.3404	1,196.95	1,197.17	N/A
11	EXIST/PROP EOP	13,984,560.8599	2,258,654.2399	1,197.03	1,197.03	N/A

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DRIPPING SPRINGS
Texas

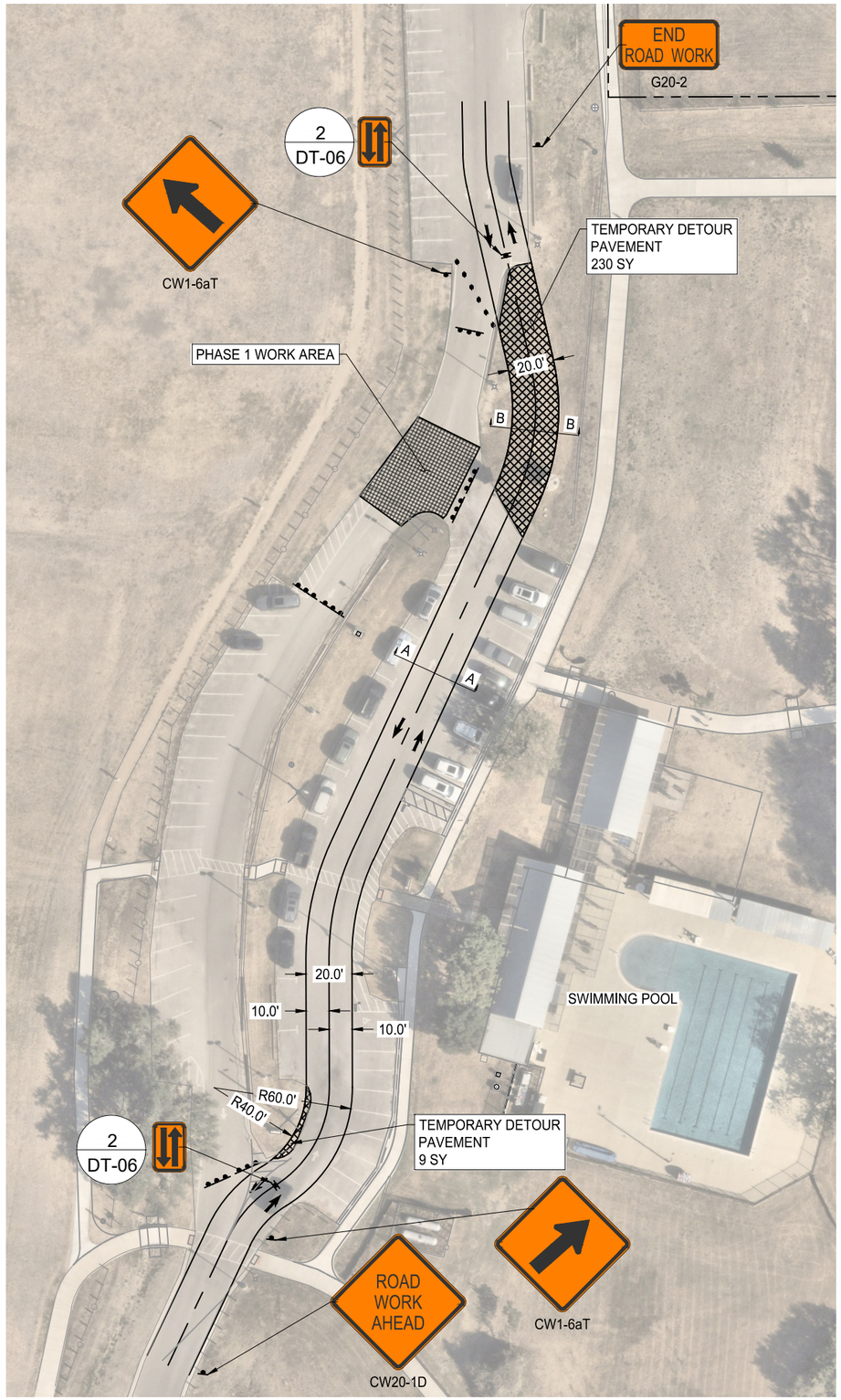
PROJECT:

FOUNDERS
MEMORIAL PARK
IMPROVEMENTS

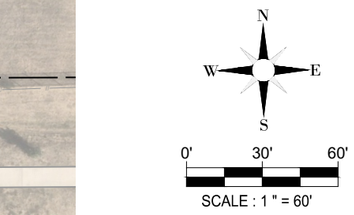
SHEET TITLE: C-05

GRADING PLAN

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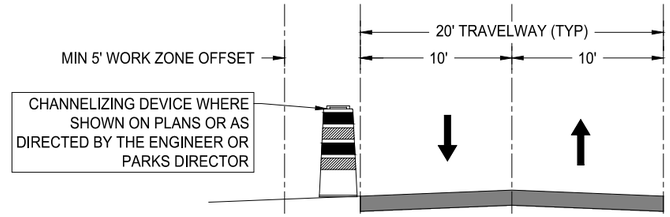


TRAFFIC CONTROL PLAN - PHASE 1

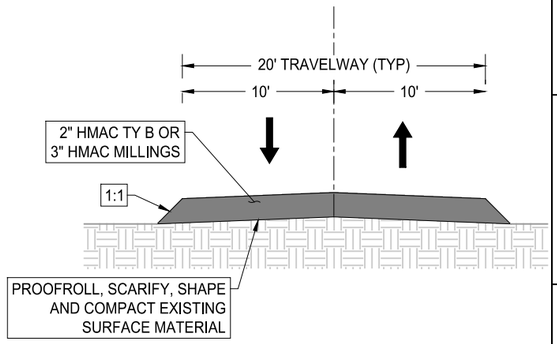


LEGEND

- CURRENT PHASE WORK AREA
- TEMPORARY DETOUR PAVEMENT
- DIRECTION OF TRAVEL
- TEMPORARY SIGN
- TY III BARRICADE (1 / DT-06)
- CHANNELIZING DEVICES
- EXIST EDGE OF PAVEMENT



TYPICAL SECTION A-A

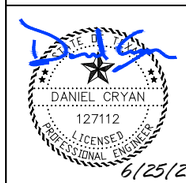


TYPICAL SECTION B-B
TEMPORARY DETOUR PAVEMENT

Item 6.

GILPIN ENGINEERING COMPANY

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T.B.P.E. Firm Registration # F-9266
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DRIPPING SPRINGS
Texas

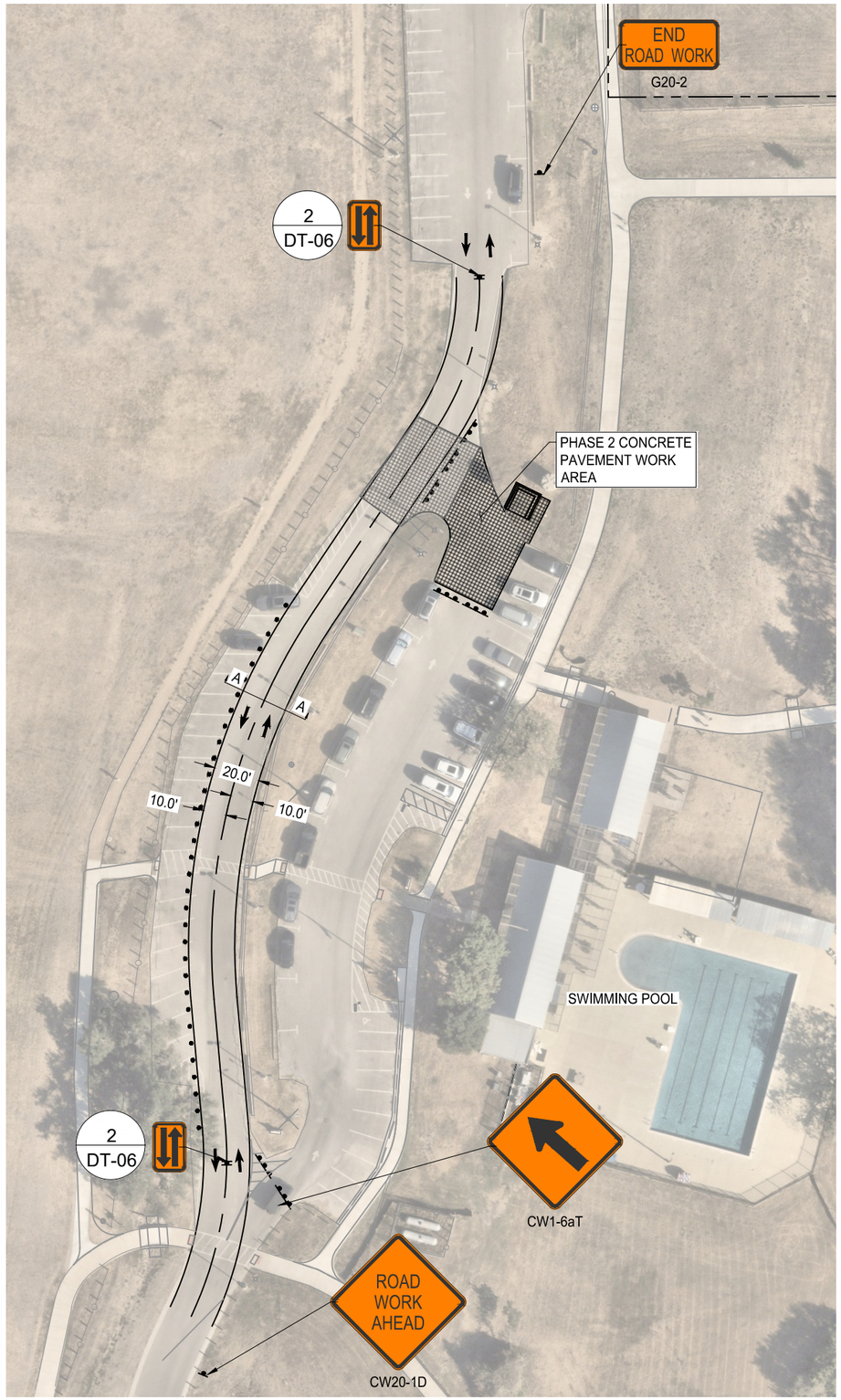
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FOUNDERS
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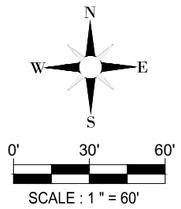
SHEET TITLE: C-06

TRAFFIC CONTROL
PLAN PH 1

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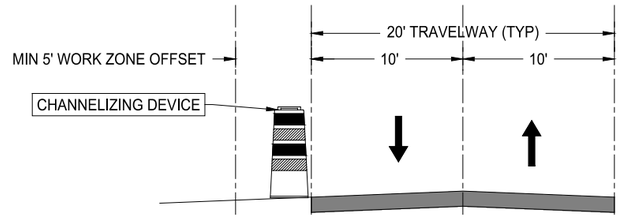


TRAFFIC CONTROL PLAN - PHASE 2



LEGEND

- CURRENT PHASE WORK AREA
- PREVIOUS PHASE COMPLETED WORK
- TEMPORARY DETOUR PAVEMENT
- DIRECTION OF TRAVEL
- TEMPORARY SIGN
- TY III BARRICADE (1 / DT-06)
- CHANNELIZING DEVICES
- EXIST EDGE OF PAVEMENT



TYPICAL SECTION A-A

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127112
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PROJ #: PARKS-2025-01

DRIPPING SPRINGS
Texas

PROJECT:

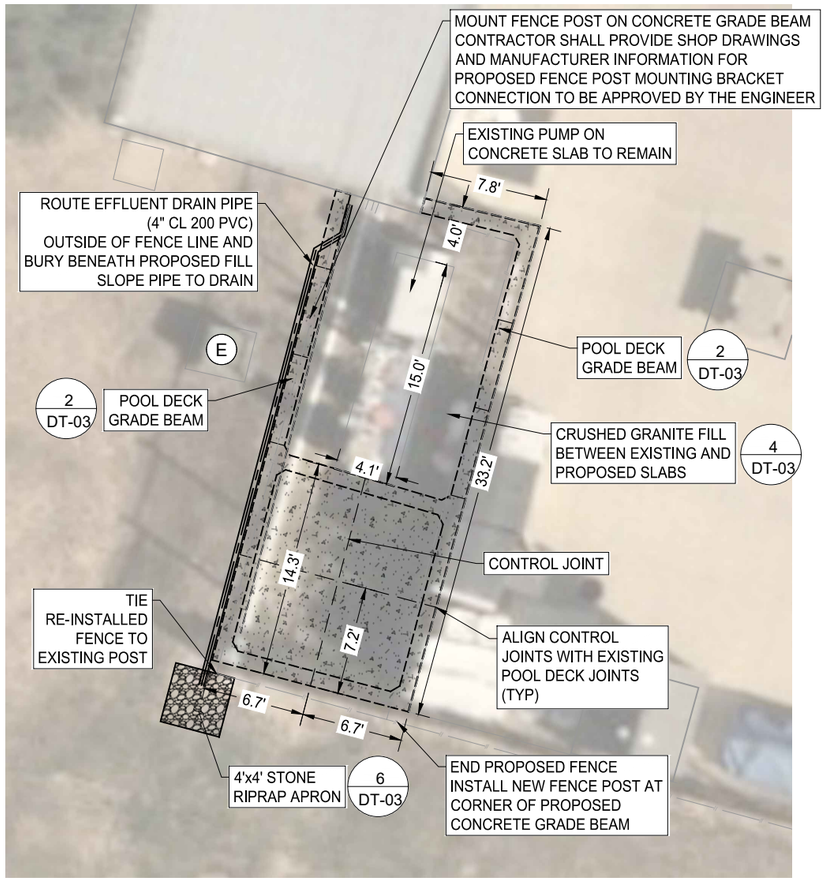
FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: C-07

TRAFFIC CONTROL PLAN PH 2

Item 6.

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0' 5' 10'

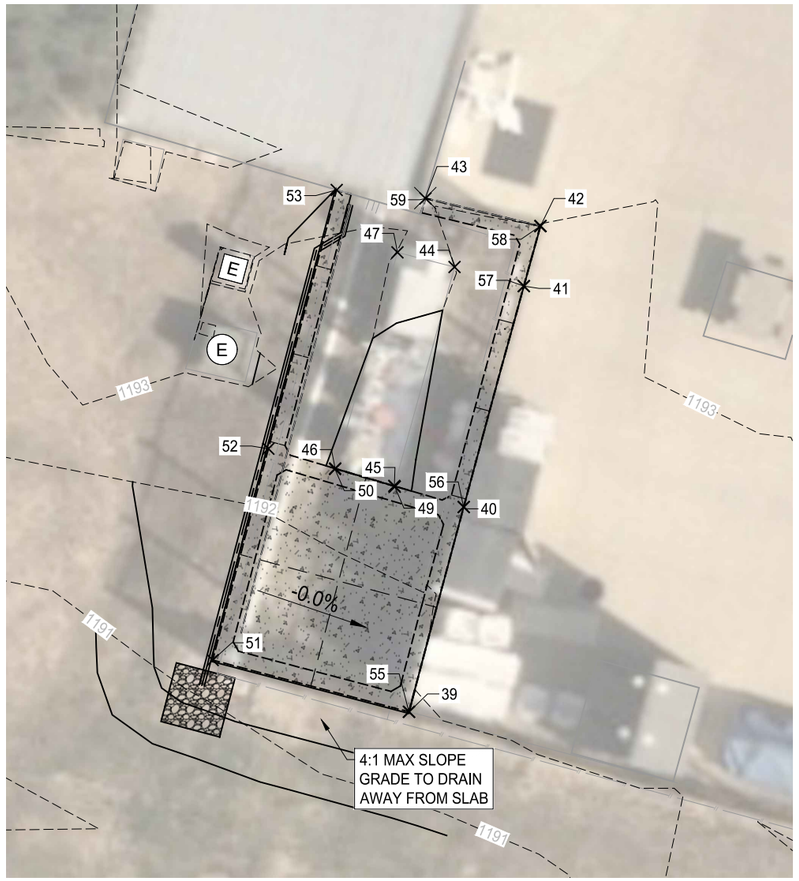
SCALE : 1 " = 10'

ADD ALT 2: POOL DECK EXPANSION SITE PLAN

N W E S

LEGEND

- PROP CONCRETE SLAB — 1 DT-03
- PROP CRUSHED GRANITE — 4 DT-03
- PROP STONE RIPRAP APRON — 6 DT-03
- CONTROL JOINT — 3 DT-03
- EXIST EDGE OF CONCRETE
- 1197 EXIST 1-FT CONTOUR
- 1197 PROP 1-FT CONTOUR



0' 5' 10'

SCALE : 1 " = 10'

ADD ALT 2: POOL DECK EXPANSION GRADING PLAN

POOL DECK GRADING POINTS

POINT #	POINT DESCRIPTION	NORTHING	EASTING	EXISTING GROUND ELEVATION	PROPOSED GROUND ELEVATION
39	EXIST POOL DECK	13,984,300.7720	2,258,654.0210	1,191.96	1,191.96
40	EXIST POOL DECK	13,984,314.2830	2,258,657.6350	1,192.35	1,192.35
41	EXIST POOL DECK	13,984,328.8631	2,258,661.6015	1,192.84	1,192.84
42	EXIST POOL DECK	13,984,332.8360	2,258,662.6950	1,193.00	1,193.00
43	EXIST POOL DECK	13,984,334.6733	2,258,655.0857	1,193.43	1,193.43
44	EXIST PUMP SLAB	13,984,330.1250	2,258,657.0170	1,193.03	1,193.03
45	EXIST PUMP SLAB	13,984,315.6810	2,258,653.0430	1,192.86	1,192.86
46	EXIST PUMP SLAB	13,984,316.8320	2,258,649.1410	1,192.91	1,192.91
47	EXIST PUMP SLAB	13,984,331.0920	2,258,653.2530	1,193.06	1,193.06
49	PROPOSED GRADE BEAM	13,984,315.6290	2,258,653.0719	1,192.69	1,193.43
50	PROPOSED GRADE BEAM	13,984,316.7920	2,258,649.1292	1192.81	1,193.43
51	PROPOSED GRADE BEAM	13,984,304.1886	2,258,641.0606	1191.21	1,193.43
52	PROPOSED GRADE BEAM	13,984,318.1313	2,258,644.7362	1192.14	1,193.43
53	PROPOSED GRADE BEAM	13,984,335.2120	2,258,649.2390	1193.43	1,193.43
55	PROPOSED GRADE BEAM	13,984,300.7773	2,258,654.0009	1191.93	1,193.43
56	PROPOSED GRADE BEAM	13,984,314.2884	2,258,657.6149	1192.33	1,193.43
57	PROPOSED GRADE BEAM	13,984,328.8687	2,258,661.5814	1192.83	1,193.43
58	PROPOSED GRADE BEAM	13,984,332.8208	2,258,662.6692	1192.98	1,193.43
59	PROPOSED GRADE BEAM	13,984,334.6484	2,258,655.1001	1193.43	1,193.43

NOTES:

1. A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER AND CONTRACTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
2. CONTRACTOR SHALL SAW-CUT AND/OR ADJUST EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
3. CONCRETE PAVEMENT WORK SHALL BE PHASED TO ALLOW CONTINUOUS ACCESS TO THE EXISTING PARKING LOT AND PARK FACILITIES ON BOTH SIDES OF THE PROPOSED WORK AREA.
4. CONTRACTOR MAY DEVELOP AN ALTERNATIVE CONCRETE PHASING AND JOINTING PLAN. ANY ADJUSTMENTS TO THE PROPOSED CONCRETE PHASING AND JOINTING PLAN MUST BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO COMMENCING WORK.
5. SAWCUTTING SHALL BE SUBSIDIARY TO APPLICABLE BID ITEMS.
6. 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.
7. THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE PARK PROPERTY 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.
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 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.
10. CONTRACTOR TO RE-VEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK IN COMPLIANCE WITH THE ENVIRONMENTAL NOTES AND SPECIFICATIONS IN THESE DOCUMENTS.

GILPIN ENGINEERING COMPANY
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T.B.P.E. Firm Registration # F-9266
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6/25/2025

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REVISIONS:

NO.	REVISION	DATE

DATE: 6/25/2025
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PROJ #: PARKS-2025-01

DRIPPING SPRINGS Texas

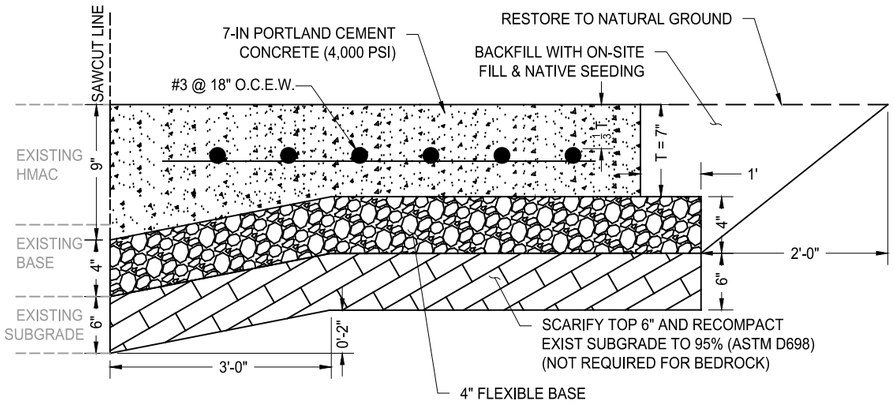
PROJECT:

FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: CA-01

ADD ALT 2 SITE PLAN

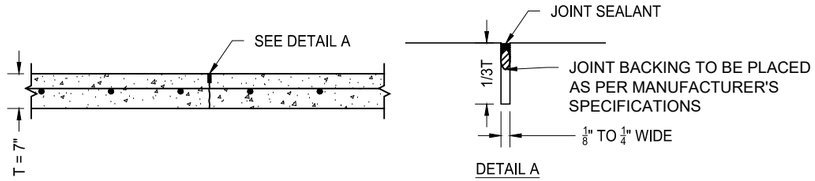
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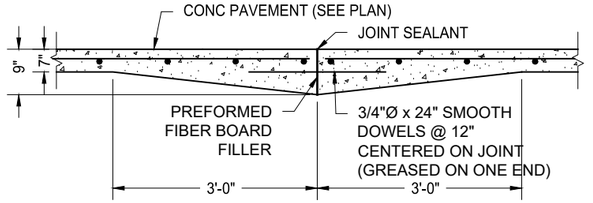
1 REINFORCED CONCRETE PAVEMENT DETAIL
N.T.S.

CONCRETE PAVEMENT NOTES:

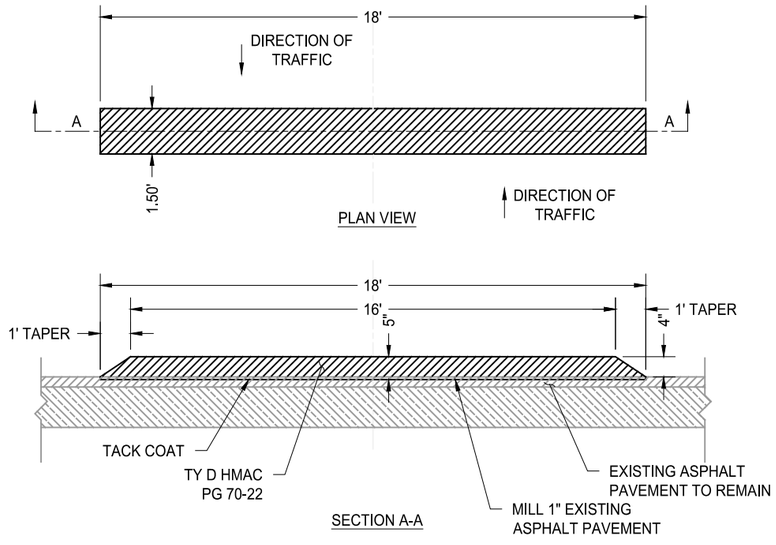
1. REFER TO GEOTECH REPORT FOR ADDITIONAL SITE PREPARATION AND MATERIAL REQUIREMENTS.
2. FLEXIBLE BASE SHALL BE CRUSHED LIMESTONE CONFORMING TO TXDOT ITEM 247, TYPE A, GRADE 1-2. TYPE A (CRUSHED ROCK) IS PREFERRED MATERIAL TYPE, HOWEVER TYPE D (CRUSHED CONCRETE) IS A SUITABLE ALTERNATIVE FRO USE BELOW RIGID PAVEMENTS. PLACE FLEXIBLE BASE MATERIAL IN LIFTS NOT EXCEEDING 8" AND COMPACTED TO A MINIMUM OF 100% OF THE MAXIMUM DENSITY AT A MOISTURE CONTENT WITHIN +/-2% OPTIMUM (TEX-113-E).
3. PORTLAND CEMENT CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI.
4. LIQUID MEMBRANE-FORMING CURING COMPOUND SHOULD BE APPLIED AS SOON AS PRACTICAL AFTER BROOM FINISHING THE CONCRETE SURFACE.



2 CONCRETE PAVEMENT CONTROL JOINT DETAIL
N.T.S.



3 CONCRETE PAVEMENT CONSTRUCTION JOINT DETAIL
N.T.S.



4 ADD ALT 3: ASPHALT SPEED BUMP DETAIL
N.T.S.

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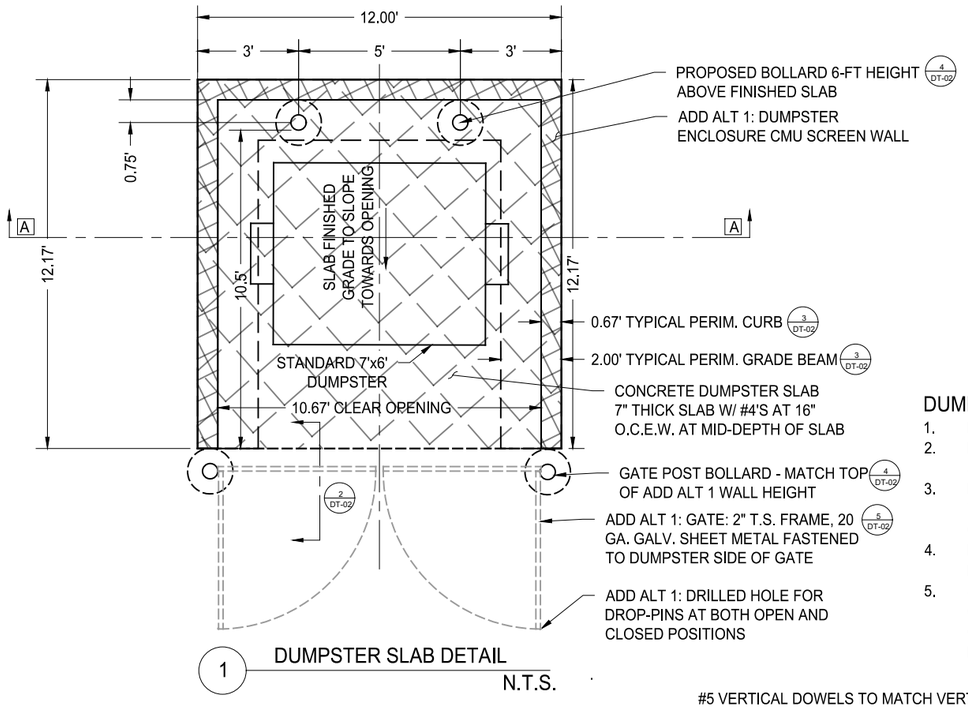
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Texas

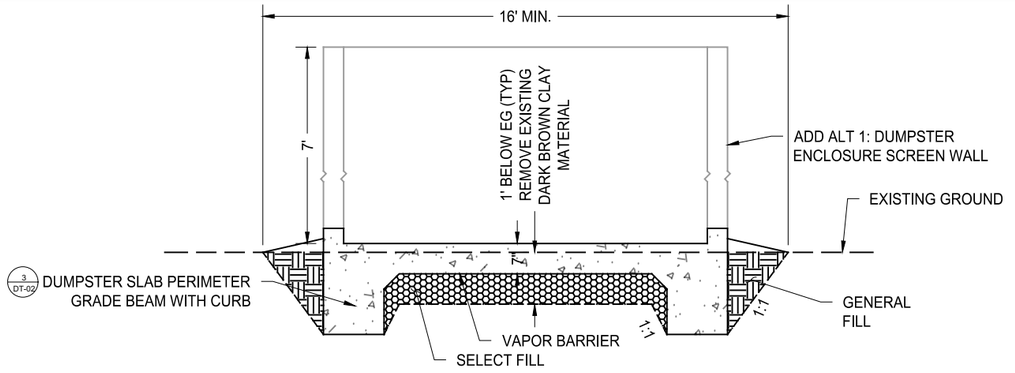
PROJECT:
FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: DT-01
SITE DETAILS

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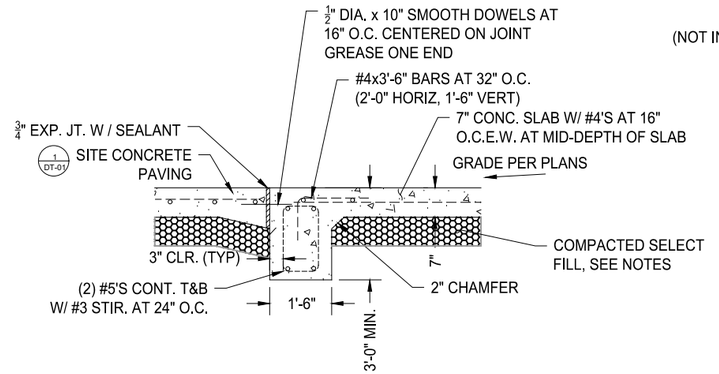
1 DUMPSTER SLAB DETAIL
N.T.S.



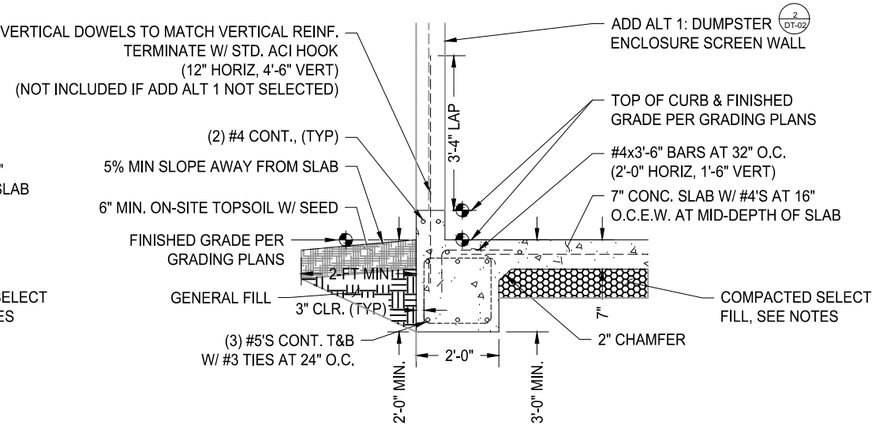
SECTION A-A
N.T.S.

DUMPSTER SLAB NOTES:

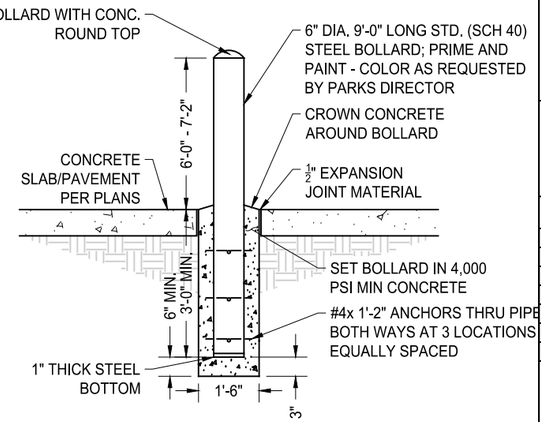
1. REFER TO GEOTECH REPORT FOR ADDITIONAL SITE PREPARATION AND MATERIAL REQUIREMENTS.
2. REMOVE EXISTING VEGETATION AND TOPSOIL AND AT LEAST 1-FT OF EXISTING STRATUM 1 DARK BROWN CLAYS FROM THE FOOTPRINT OF THE STRUCTURE AND REPLACE WITH SELECT FILL. IF LIMESTONE PRESENT, REMOVE TO AT LEAST 6" BELOW SLAB AND REPLACE WITH SELECT FILL.
3. PROOF ROLL EXISTING SUBGRADE WITH A MINIMUM OF 5 PASSES OF A FULLY LOADED DUMP TRUCK OR SIMILAR HEAVILY-LOADED PIECE OF EQUIPMENT. WEAK OR SOFT AREAS IDENTIFIED DURING PROOF ROLLING SHALL BE REMOVED AND REPLACED WITH SUITABLE, COMPACTED ON-SITE CLAYS, FREE OF ORGANICS, OVERSIZED AND DEGRADABLE OR DELETERIOUS MATERIALS.
4. MOISTURE CONDITION EXISTING SUBGRADE BY SCARIFYING TO 6IN. MIN. DEPTH. RECOMPACT TO A MIN. 95% OF MAXIMUM DENSITY (TEX-114-E). MOISTURE CONTENT SHOULD BE MAINTAINED WITHIN THE RANGE OF OPTIMUM MOISTURE CONTENT TO 3% + OPTIMUM UNTIL PERMANENTLY COVERED.
5. SELECT FILL MATERIAL SHALL CONSIST OF CRUSHED STONE OR GRAVEL AGGREGATE MEETING TXDOT SPECIFICATION ITEM 247, FLEXIBLE BASE, TYPE A OR C, GRADE 1-2 OR 3, WITH A MINIMUM PLASTICITY INDEX OF 20. PLACE SELECT FILL IN LOOSE LIFTS NOT EXCEEDING 8IN. IN THICKNESS AND COMPACTED TO AT LEAST 95% MAX. DENSITY (TEX-113-E). MOISTURE CONTENT OF THE SELECT FILL SHOULD BE MAINTAINED WITHIN 2% +/- OPTIMUM MOISTURE CONTENT UNTIL FINAL COMPACTION.



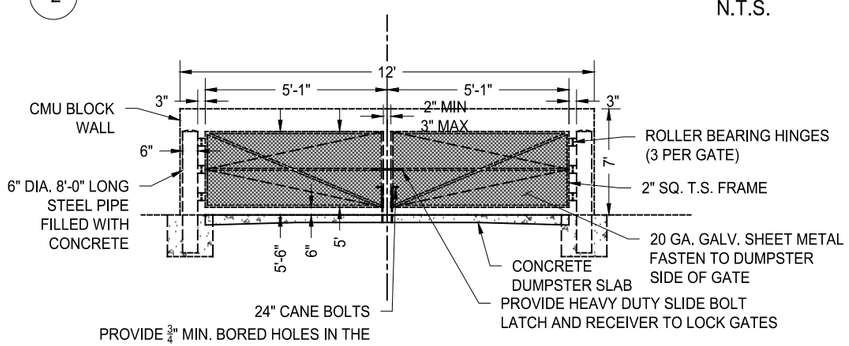
2 DUMPSTER SLAB PERIMETER GRADE BEAM AT CONCRETE PAVEMENT
N.T.S.



3 DUMPSTER SLAB PERIMETER GRADE BEAM WITH CURB
N.T.S.

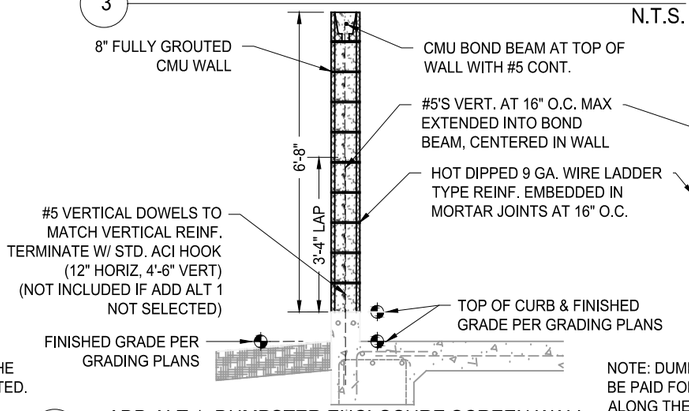


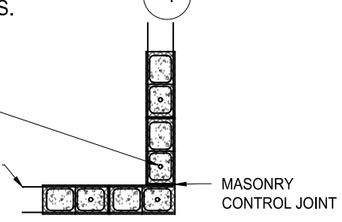
4 BOLLARD DETAIL
N.T.S.



NOTE: DUMPSTER ENCLOSURE GATE SHALL BE PAID FOR BY THE LUMP SUM. ALL EXPOSED STEEL TO BE GALVANIZED AND PAINTED.

5 ADD ALT 1: DUMPSTER ENCLOSURE GATE DETAIL
N.T.S.





PLAN AT CORNER

NOTE: DUMPSTER ENCLOSURE SCREEN WALL SHALL BE PAID FOR BY THE LINEAR FOOT MEASURED ALONG THE OUTSIDE FACE OF THE FINISHED WALL.

6 ADD ALT 1: DUMPSTER ENCLOSURE SCREEN WALL
N.T.S.

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NO.	REVISION	DATE

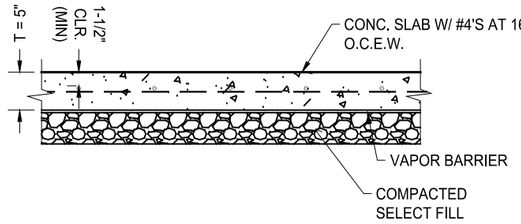
DATE: 6/25/2025
DRAWN BY: DC
CHECKED BY: CG
PROJ #: PARKS-2025-01

DRIPPING SPRINGS Texas

PROJECT:
FOUNDERS MEMORIAL PARK IMPROVEMENTS

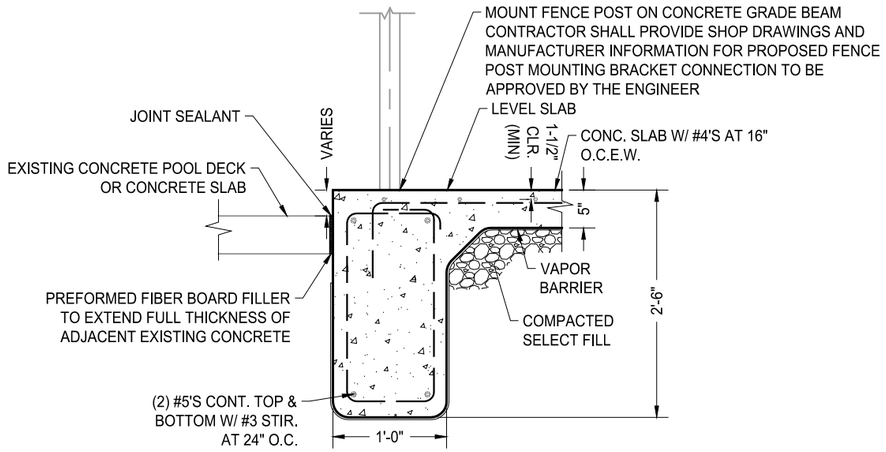
SHEET TITLE: DT-02
DUMPSTER SLAB & ENCLOSURE DETAILS

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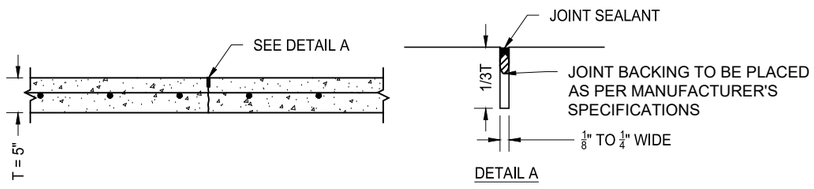
1 POOL DECK SLAB DETAIL

N.T.S.



2 POOL DECK GRADE BEAM DETAIL

N.T.S.

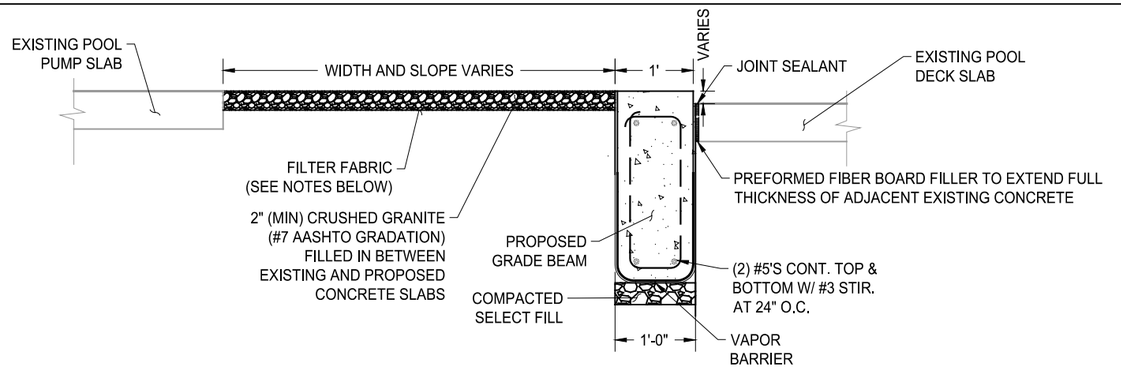


3 POOL DECK SLAB CONTROL JOINT DETAIL

N.T.S.

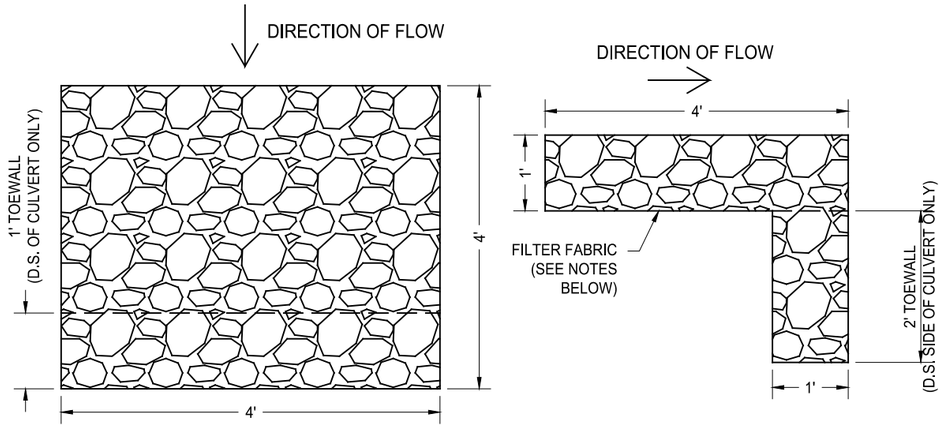
POOL DECK SLAB NOTES:

1. PLACE A MINIMUM OF 4" COMPACTED SELECT FILL MATERIAL BENEATH ALL POOL DECK BEAMS AND SLABS.
2. SELECT FILL MATERIAL SHALL BE TXDOT ITEM 247 FLEXIBLE BASE, TYPE A OR C, GRADE 1-2 OR 3, WITH A MAXIMUM PLASTICITY INDEX OF 20. SELECT FILL SHOULD BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 IN THICKNESS AND COMPACTED TO AT LEAST 95% MAX DENSITY (TEX-113-E). MOISTURE CONTENT OF SELECT FILL SHOULD BE MAINTAINED WITHIN +/- 2% OF OPTIMUM MOISTURE CONTENT UNTIL FINAL COMPACTION.
3. POOL DECK SLAB PORTLAND CEMENT CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,500 PSI.
4. LIQUID MEMBRANE-FORMING CURING COMPOUND SHOULD BE APPLIED AS SOON AS PRACTICAL AFTER BROOM FINISHING THE CONCRETE SURFACE.



4 POOL DECK SLAB PEA GRAVEL FILL DETAIL

N.T.S.



PLAN VIEW SECTION VIEW

5 STONE RIPRAP APRON DETAIL

N.T.S.

FILTER FABRIC NOTES:

1. FILTER FABRIC SHALL BE CONSTRUCTED EXCLUSIVELY OF SYNTHETIC THERMOPLASTIC FIBERS AND MAY BE EITHER WOVEN OR NON-WOVEN.
2. FILTER FABRIC MATERIAL SHALL BE MILDEW RESISTANT, ROT PROOF, AND SHALL CONTAIN ULTRAVIOLET STABILIZERS AND SHALL HAVE NON-RAVELING EDGES.
3. FILTER FABRIC SHALL SHALL MEET ALL PHYSICAL PROPERTIES LISTED IN TABLE 1: FILTER FABRIC REQUIREMENTS. REFER TO CITY OF AUSTIN SPECIFICATION 620s FOR MORE INFORMATION.
4. FILTER FABRIC WILL NOT BE PAID FOR DIRECTLY AND IS CONSIDERED SUBSIDIARY TO OTHER PERTINENT PAY ITEMS.

TABLE 1: FILTER FABRIC REQUIREMENTS

ORIGINAL PHYSICAL PROPERTIES	TEST METHOD	REQUIREMENTS
FABRIC WEIGHT (MASS), ON AN AMBIENT TEMPERATURE AIR-DRIED TENSION FREE SAMPLE, EXPRESSED IN OZ/ SQ. YD (GRAMS/SQUARE METER)	TxDOT Tex-616-J*	4.0 MINIMUM
WATER FLOW RATE BY FALLING HEAD METHOD, 7.9 INCHES (20 CM) TO 3.9 INCHES (10 CM) ON 2 INCH (50 MM) ID CYLINDER WITH 1 INCH (25 MM) DIAMETER ORIFICE, WITH FLOW RATE EXPRESSED IN GAL/SQ.FT/MINUTE (LITERS/SQUARE METER/MINUTE).	TxDOT TEX-616-J*	80 MINIMUM
BREAKING LOAD IN EITHER MACHINE OR CROSS-MACHINE DIRECTION, EXPRESSED IN POUNDS (NEWTONS)	ASTM D-1682 GRAB METHOD G**	100 MINIMUM
EQUIVALENT OPENING SIZE FOR US STANDARD (SI) SIEVES.	CW-02215	70 TO 100
"APPARENT ELONGATION" AT BREAKING LOAD IN EITHER MACHINE OR CROSS-MACHINE DIRECTION, EXPRESSED AS PERCENT	ASTM D-1682 grab method G**	100 MAXIMUM

* TXDOT TEX-616-J, "TESTING OF CONSTRUCTION FIBERS
** ASTM D 1682 GRAB METHOD G, "TEST METHODS FOR BREAKING LOAD AND ELONGATION OF TEXTILE FABRICS" AS MODIFIED BY TXDOT TEST METHOD TEX-616-J
*** CW-02215, US ARMY CORPS OF ENGINEERS, CIVIL WORKS CONSTRUCTION GUIDE SPECIFICATION "PLASTIC FILTER FABRIC".

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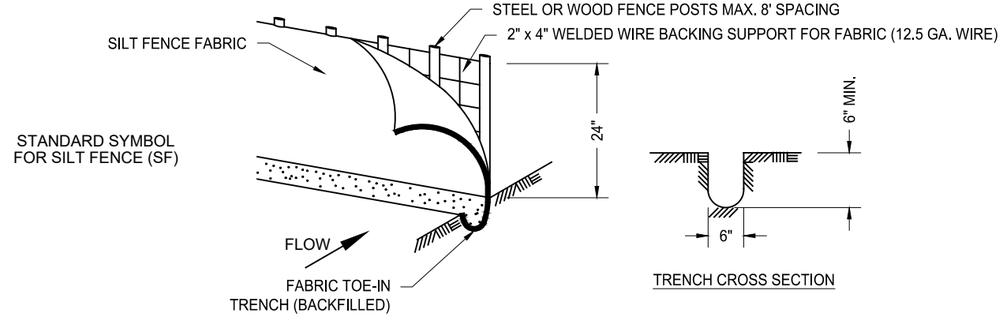
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SHEET TITLE: DT-03

ADD ALT 2 DETAILS

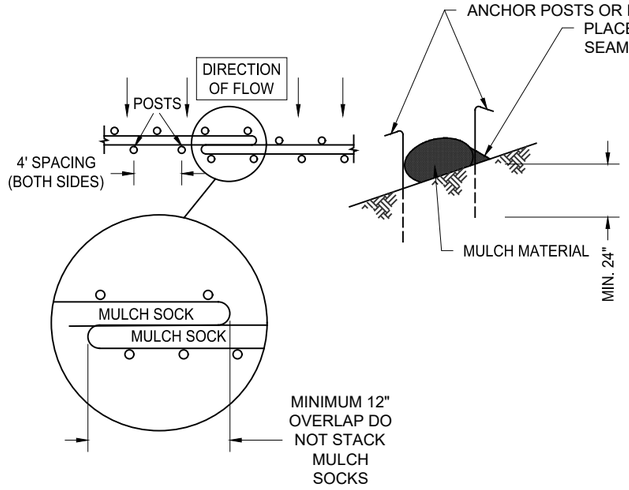
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NOTES:

1. STEEL OR WOOD POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 12", IF WOOD POSTS CANNOT ACHIEVE 12" DEPTH, USE STEEL POSTS.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
3. THE TRENCH MUST BE A MINIMUM OF 6" DEEP AND 6" WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE FABRIC SHOULD BE SECURELY FASTENED TO EACH STEEL OR WOOD SUPPORT POST OR TO WOVEN WIRE , WHICH IS IN TURN ATTACHED TO THE STEEL OR WOOD FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6". THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

① SILT FENCE N.T.S.



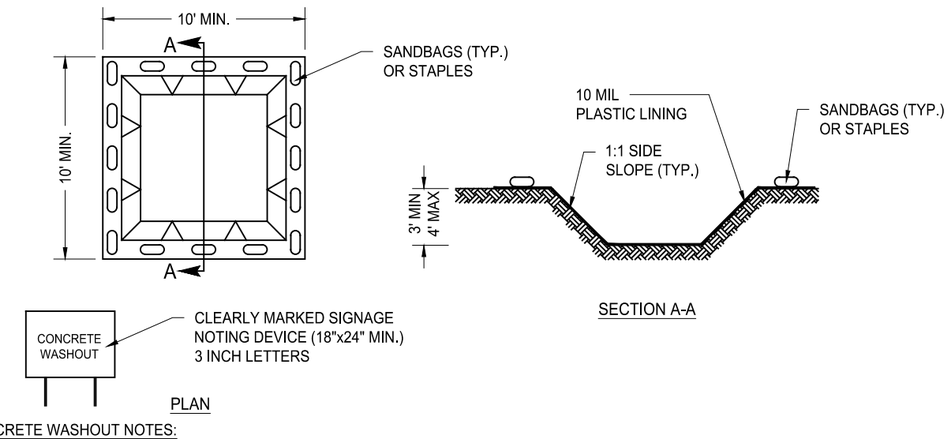
MULCH SOCK MATERIAL NOTES:

1. USE UNTREATED WOOD CHIPS PRODUCED FROM A 3 (THREE) INCH MINUS SCREENING PROCESS (EQUIVALENT TO TXDOT ITEM 161, COMPOST, SECTION 1.6.2.B, WOOD CHIP REQUIREMENTS).
2. MULCH CONSISTS PRIMARILY OF ORGANIC MATERIAL, SEPARATED AT THE POINT OF GENERATION, AND MAY INCLUDE: SHREDDED BARK, STUMP GRINDINGS, OR COMPOSTED BARK.
3. LARGE PORTIONS OF SILT, CLAYS, OR FINE SANDS ARE NOT ACCEPTABLE IN THE MULCH.

NOTES:

1. STEEL OR WOOD POSTS WHICH SUPPORT THE MULCH SOCK SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 24". IF WOOD POSTS CANNOT ACHIEVE 24" DEPTH, USE STEEL POSTS. EARTH ANCHORS ARE ALSO ACCEPTABLE.
2. THE TOE OF THE MULCH SOCK SHALL BE PLACED SO THAT THE MULCH SOCK IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. IN ORDER TO PREVENT WATER FROM FLOWING BETWEEN THE JOINTS OF ADJACENT ENDS OF MULCH SOCKS, LAP THE ENDS OF ADJACENT MULCH SOCKS A MINIMUM OF 12".
3. MULCH MATERIAL MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH; IT IS NOT ACCEPTABLE FOR THE MULCH MATERIAL TO CONTAIN GROUND CONSTRUCTION DEBRIS, BIOSOLIDS, OR MANURE.
4. SOCK MATERIAL WILL BE 100% BIODEGRADABLE, PHOTODEGRADABLE, OR RECYCLABLE SUCH AS BURLAP, TWINE, UV PHOTOBIODEGRADABLE PLASTIC, POLYESTER, OR ANY OTHER ACCEPTABLE MATERIAL.
5. MULCH SOCKS SHOULD BE USED AT THE BASE OF SLOPES NO STEEPER THAN 2:1 AND SHOULD NOT EXCEED THE MAXIMUM SPACING CRITERIA PROVIDED IN CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL TABLE 1.4.5.F.1 FOR A GIVEN SLOPE CATEGORY.
6. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6". THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

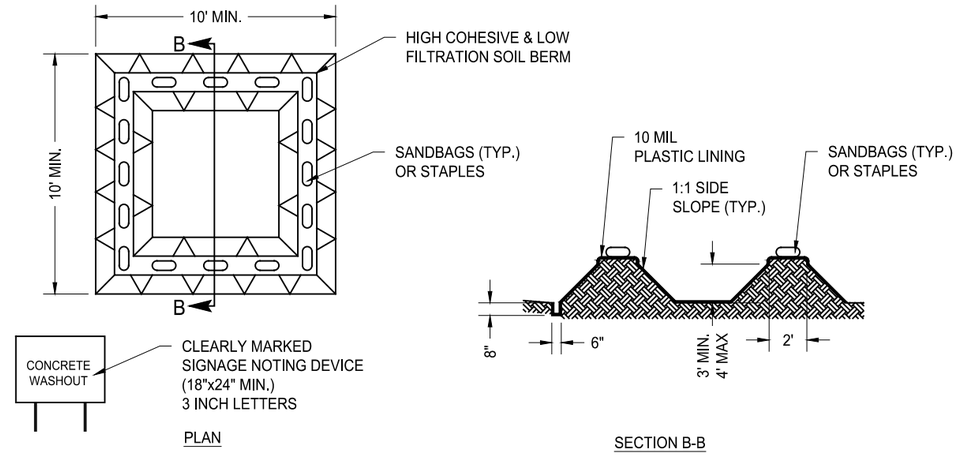
② MULCH SOCK N.T.S.



CONCRETE WASHOUT NOTES:

1. LOCATION SHALL BE INDICATED ON THE PLANS.
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE CLEANED OUT WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES' CAPACITY.
3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH A SIGNAGE NOTING DEVICE.
4. ANY PREFABRICATED CONCRETE WASHOUT BINS MUST BE APPROVED BY THE CITY PRIOR TO USE.
5. CONCRETE WASHOUT STRUCTURE WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED SUBSIDIARY TO CONCRETE PAY ITEMS.

③ CONCRETE WASHOUT (BELOW GRADE STRUCTURE) N.T.S.



CONCRETE WASHOUT NOTES:

1. LOCATION SHALL BE INDICATED ON THE PLANS.
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE CLEANED OUT WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES' CAPACITY.
3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH A SIGNAGE NOTING DEVICE.
4. ANY PREFABRICATED CONCRETE WASHOUT BINS MUST BE APPROVED BY THE CITY PRIOR TO USE.
5. CONCRETE WASHOUT STRUCTURE WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED SUBSIDIARY TO CONCRETE PAY ITEMS.

④ CONCRETE WASHOUT (ABOVE GRADE STRUCTURE) N.T.S.

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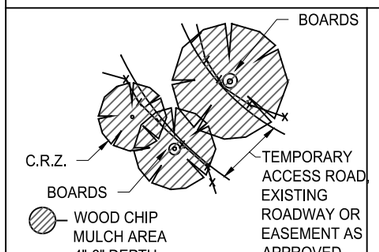
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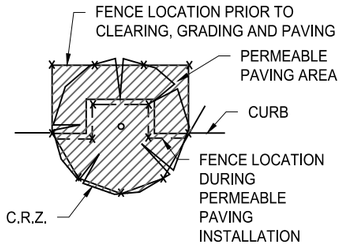
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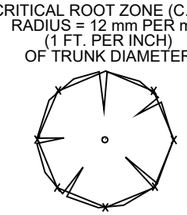
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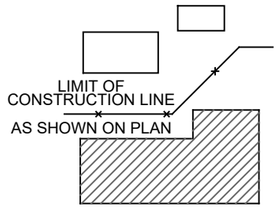
LINEAR CONSTRUCTION THROUGH TREES



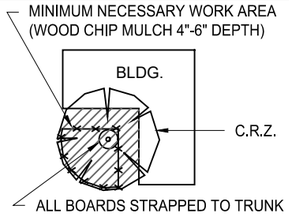
TREES IN PAVING AREA



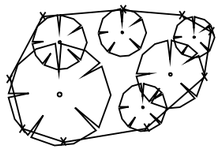
INDIVIDUAL TREE



NATURAL AREAS



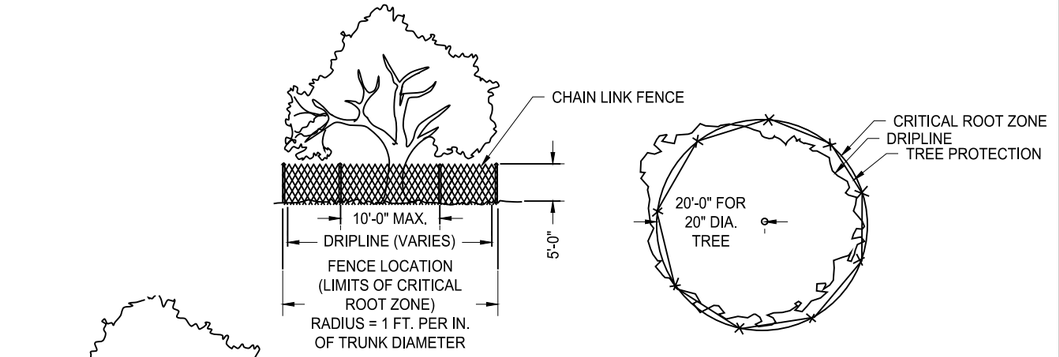
TREES NEAR CONSTRUCTION ACTIVITY



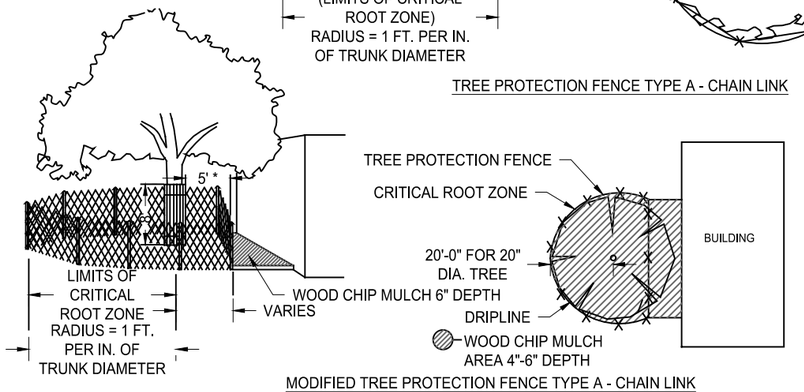
GROUP OF TREES

① TREE PROTECTION AND FENCE LOCATIONS

N.T.S.



TREE PROTECTION FENCE TYPE A - CHAIN LINK

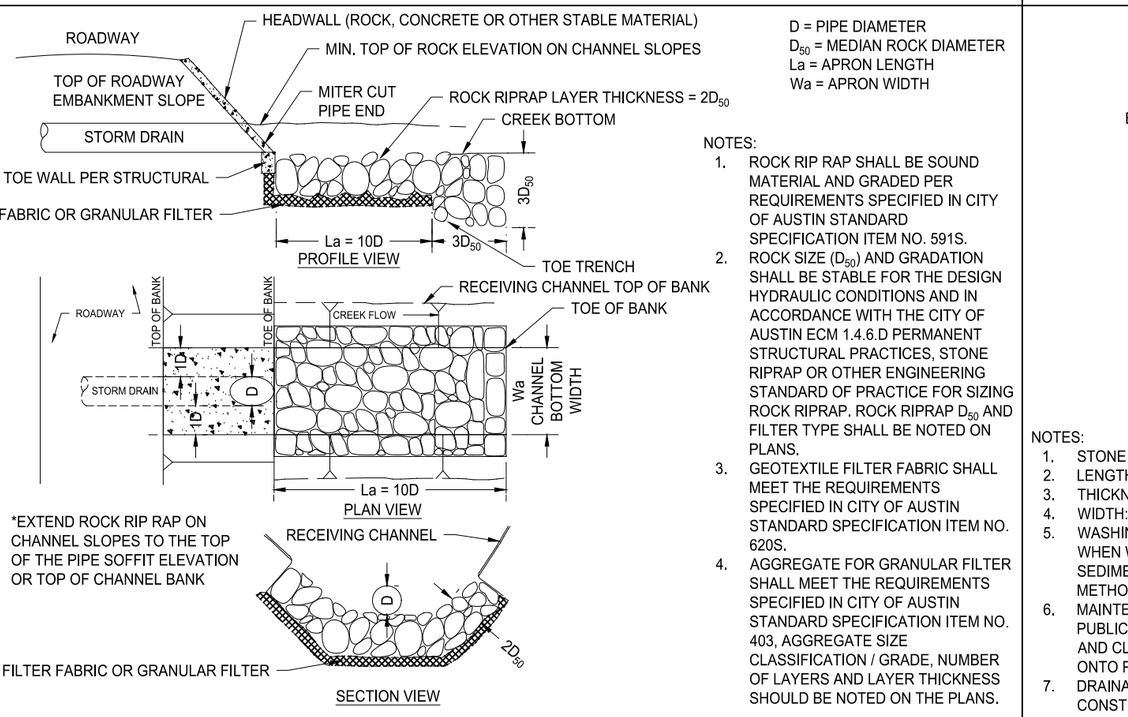


MODIFIED TREE PROTECTION FENCE TYPE A - CHAIN LINK

*AS NEEDED TO PROVIDE MINIMUM NECESSARY WORK SPACE. IF LESS THAN 5', THEN ADD BOARDS STRAPPED TO TRUNK.

② TREE PROTECTION FENCE TYPE A - CHAIN LINK

N.T.S.



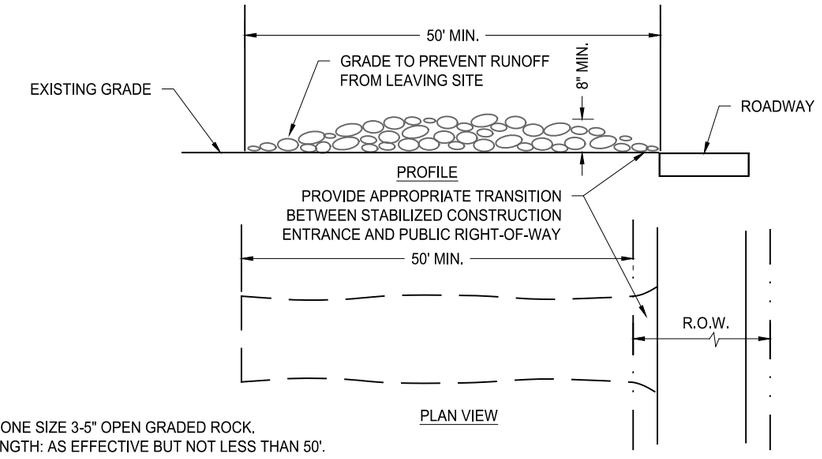
D = PIPE DIAMETER
D_{50} = MEDIAN ROCK DIAMETER
La = APRON LENGTH
Wa = APRON WIDTH

NOTES:

1. ROCK RIP RAP SHALL BE SOUND MATERIAL AND GRADED PER REQUIREMENTS SPECIFIED IN CITY OF AUSTIN STANDARD SPECIFICATION ITEM NO. 591S.
2. ROCK SIZE (D_{50}) AND GRADATION SHALL BE STABLE FOR THE DESIGN HYDRAULIC CONDITIONS AND IN ACCORDANCE WITH THE CITY OF AUSTIN ECM 1.4.6.D PERMANENT STRUCTURAL PRACTICES, STONE RIPRAP OR OTHER ENGINEERING STANDARD OF PRACTICE FOR SIZING ROCK RIPRAP. ROCK RIPRAP D_{50} AND FILTER TYPE SHALL BE NOTED ON PLANS.
3. GEOTEXTILE FILTER FABRIC SHALL MEET THE REQUIREMENTS SPECIFIED IN CITY OF AUSTIN STANDARD SPECIFICATION ITEM NO. 620S.
4. AGGREGATE FOR GRANULAR FILTER SHALL MEET THE REQUIREMENTS SPECIFIED IN CITY OF AUSTIN STANDARD SPECIFICATION ITEM NO. 403, AGGREGATE SIZE CLASSIFICATION / GRADE, NUMBER OF LAYERS AND LAYER THICKNESS SHOULD BE NOTED ON THE PLANS.

③ STONE RIPRAP OUTLET PROTECTION

N.T.S.



NOTES:

1. STONE SIZE 3-5" OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 50'.
3. THICKNESS: NOT LESS THAN 8".
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

③ STABILIZED CONSTRUCTION ENTRANCE

N.T.S.

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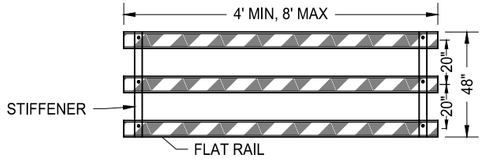
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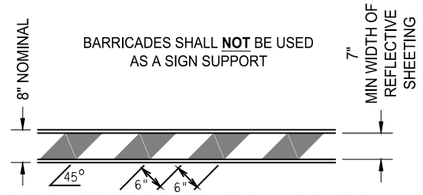
SHEET TITLE: DT-05

ESC DETAILS (2 OF 2)



STIFFENER MAY BE INSIDE OR OUTSIDE OF SUPPORT, BUT NO MORE THAN 2 STIFFENERS SHALL BE ALLOWED ON ONE BARRICADE.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

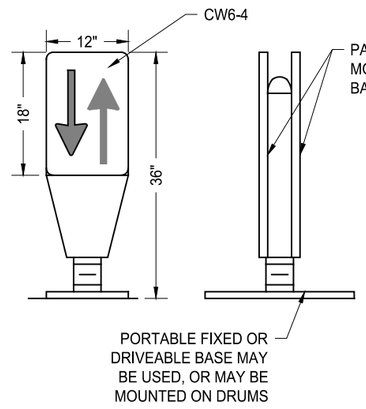


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

TYPE 3 BARRICADE NOTES:

1. REFER TO THE COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD) FOR DETAILS OF THE TYPE 3 BARRICADES AND A LIST OF ALL MATERIALS USED IN THE CONSTRUCTION OF TYPE 3 BARRICADES.
2. TYPE 3 BARRICADES SHALL BE USED AT EACH END OF CONSTRUCTION PROJECTS CLOSED TO ALL TRAFFIC.
3. BARRICADES EXTENDING ACROSS A ROADWAY SHOULD HAVE STRIPES THAT SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH TRAFFIC MUST TURN IN DETOURING. WHEN BOTH RIGHT AND LEFT TURNS ARE PROVIDED, THE CHEVRON STRIPING MAY SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE. WHERE NO TURNS ARE PROVIDED AT A CLOSED ROAD, STRIPING SHOULD SLOPE DOWNWARD IN BOTH DIRECTIONS TOWARD THE CENTER OF ROADWAY.
4. STRIPING OF RAILS, FOR THE RIGHT SIDE OF THE ROADWAY, SHOULD SLOPE DOWNWARD TO THE LEFT. FOR THE LEFT SIDE OF THE ROADWAY, STRIPING SHOULD SLOPE DOWNWARD TO THE RIGHT.
5. IDENTIFICATION MARKINGS MAY BE SHOWN ONLY ON THE BACK OF THE BARRICADE RAILS. THE MAXIMUM HEIGHT OF LETTERS AND/OR COMPANY LOGOS USED FOR IDENTIFICATION SHALL BE 1".
6. BARRICADES SHALL NOT BE PLACED PARALLEL TO TRAFFIC UNLESS AN ADEQUATE CLEAR ZONE IS PROVIDED.
7. WARNING LIGHTS SHALL NOT BE INSTALLED ON BARRICADES.
8. WHERE BARRICADES REQUIRE THE USE OF WEIGHTS TO KEEP FROM TURNING OVER, THE USE OF SANDBAGS WITH DRY, COHESIONLESS SAND IS RECOMMENDED. THE SANDBAGS WILL BE TIED SHUT TO KEEP THE SAND FROM SPILLING AND TO MAINTAIN A CONSTANT WEIGHT. SAND BAGS SHALL NOT BE STACKED IN A MANNER THAT COVERS ANY PORTION OF A BARRICADE RAILS REFLECTIVE SHEETING. ROCK, CONCRETE, IRON, STEEL OR OTHER SOLID OBJECTS WILL NOT BE PERMITTED. SANDBAGS SHOULD WEIGH A MINIMUM OF 35 LBS AND A MAXIMUM OF 50 LBS. SANDBAGS SHALL BE MADE OF A DURABLE MATERIAL THAT TERAS UPON VEHICULAR IMPACT. RUBBER (SUCH AS TIRE INNER TUBES) SHALL NOT BE USED FOR SANDBAGS. SANDBAGS SHALL ONLY BE PLACED ALONG OR UNDER THE BASE SUPPORTS OF THE DEVICE AND SHALL NOT BE SUSPENDED ABOVE GROUND LEVEL OR HUNG WITH ROPE, WIRE, CHAINS OR OTHER FASTENERS.
9. SHEETING FOR BARRICADES SHALL BE RETROREFLECTIVE TYPE A OR TYPE B CONFORMING TO DEPARTMENTAL MATERIAL SPECIFICATION DMS-8300 UNLESS OTHERWISE NOTED.

① TYPE 3 BARRICADES
N.T.S.



1. OPPOSING TRAFFIC LANE DIVIDERS (OTLD) ARE DELINEATION DEVICES DESIGNED TO CONVERT A NORMAL ONE-WAY ROADWAY SECTION TO TWO-WAY OPERATION. OTLD'S ARE USED ON TEMPORARY CENTERLINES. THE UPWARD AND DOWNWARD ARROWS ON THE SIGN'S FACE INDICATE THE DIRECTION OF TRAFFIC ON EITHER SIDE OF THE DIVIDER. THE BASE IS SECURED TO THE PAVEMENT WITH AN ADHESIVE OR RUBBER WEIGHT TO MINIMIZE MOVEMENT CAUSED BY A VEHICLE IMPACT OR WIND GUST.
2. THE OTLD MAY BE USED IN COMBINATION WITH 42" CONES OR VPs.
3. SPACING BETWEEN THE OTLD SHALL NOT EXCEED 500 FEET. 42" CONES OR VPs PLACED BETWEEN THE OTLD'S SHOULD NOT EXCEED 100 FOOT SPACING.
4. THE OTLD SHALL BE ORANGE WITH A BLACK NON REFLECTIVE LEGEND. SHEETING FOR THE OTLD SHALL BE RETROREFLECTIVE TYPE BfI OR TYPE CfI CONFORMING TO DEPARTMENTAL MATERIAL SPECIFICATION DMS-8300, UNLESS NOTED OTHERWISE. THE LEGEND SHALL MEET THE REQUIREMENTS OF DMS-8300.

② OPPOSING TRAFFIC LANE DIVIDERS (OTLD)
N.T.S.

GILPIN ENGINEERING COMPANY
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

STATE OF TEXAS
DANIEL CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
6/25/2025

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REVISIONS:

NO.	REVISION	DATE

DATE: 6/25/2025
DRAWN BY: DC
CHECKED BY: CG
PROJ #: PARKS-2025-01

DRIPPING SPRINGS
Texas

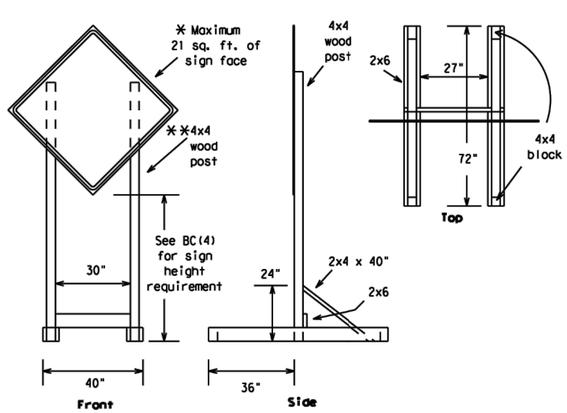
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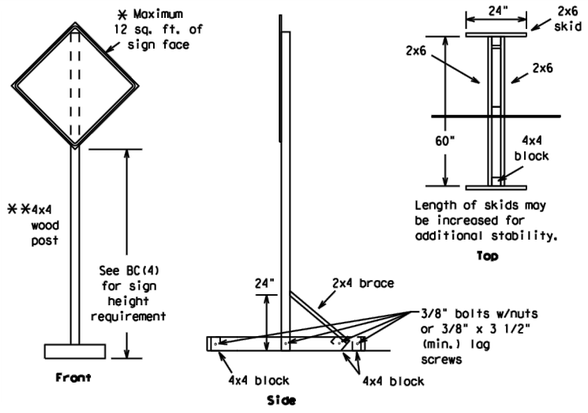
FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: DT-06

TRAFFIC CONTROL DETAILS (1 OF 2)

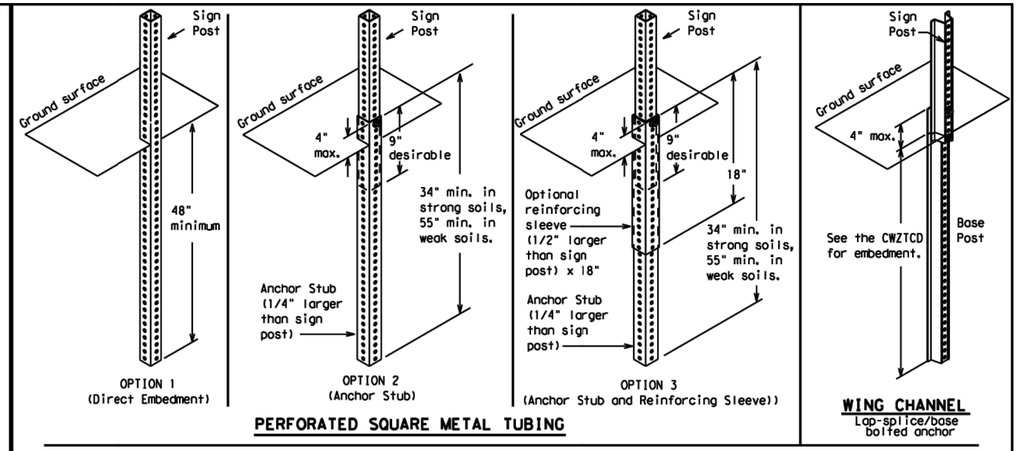
G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\PARKS 2025-01_Founders\CAD\Sheets\FOUNDERS\DS-PARKS-2025-01_STANDARD DETAILS.dwg





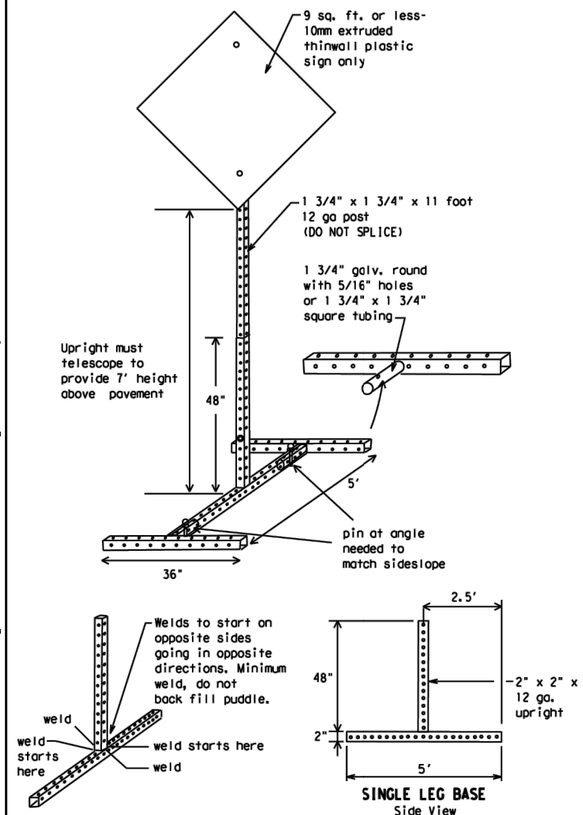
SKID MOUNTED WOOD SIGN SUPPORTS

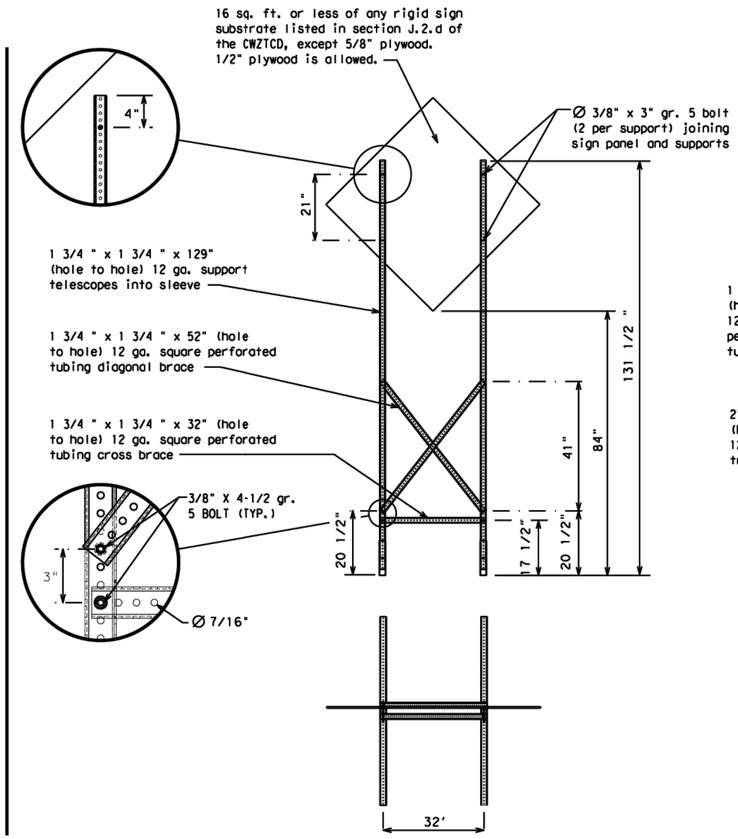
* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

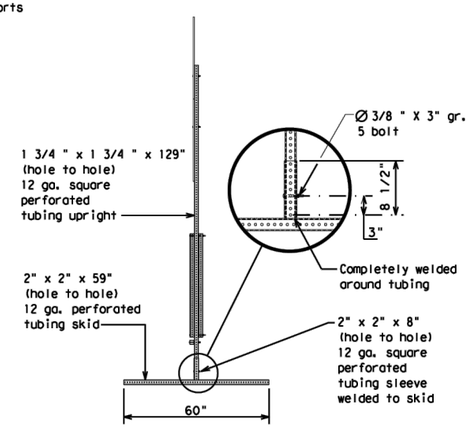


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.







SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21				

GILPIN ENGINEERING COMPANY
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REVISIONS:

NO.	REVISION	DATE

DATE: 6/25/2025
DRAWN BY: DC
CHECKED BY: CG
PROJ #: PARKS-2025-01

DRIPPING SPRINGS Texas

PROJECT:
FOUNDERS MEMORIAL PARK IMPROVEMENTS

SHEET TITLE: DT-07
TRAFFIC CONTROL DETAILS (2 OF 2)

18 OF 365

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STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: August 5, 2025

Agenda Item Wording: **Discuss and consider approval of a Resolution Expressing Support for Hays County's Infrastructure Planning Efforts, including the West Travis County Public Utility Agency's Temporary Interconnection Project, and Affirming the City's Commitment to Regional Collaboration to Protect the Health, Safety, and Welfare of Residents.**

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: The West Travis County Public Utility Agency (WTCPUA) has sought support for its efforts to secure a temporary Wholesale Contract Agreement with the City of Austin (Austin Water), requesting 1.25 mgd average supply during the months of July, August and September on an as-needed basis for the next 2-3 years.

The interconnect would serve as a temporary and essential safeguard while WTCPUA continues to advance several Capital Improvement Projects (CIP) intended to expand system capacity to 33 mgd which it is currently committed to serve.

The WTCPUA Board of Directors has approved a policy of not approving any new commitments for new service. The current CIP projects have experienced delays due to factors including right-of-way acquisition, permitting challenges, and supply chain disruptions. WTCPUA anticipates that these projects will be completed within two to three years.

Temporary water supply from the City of Austin would help WTCPUA maintain adequate reservoir storage and meet peak demands to ensure that it is prepared to meet the health, safety and welfare of its customers should we be faced with a natural disaster, such as the Los Angeles fires, or any other unforeseen emergency event.

WTCPUA is currently under Stage 2 Watering Restrictions, and it is actively monitoring water use through its newly implemented AMI smart meter technology (on the Highway 71 system) and through employee patrols (on the Highway 290 system).

Given these circumstances, WTCPUA has requested local governments to support its request to Austin Water by adopting and signing a resolution of support for the temporary agreement and endorsement to demonstrate the regional importance of water system reliability and reinforce the urgency of its request.

The Hays County Commissioners Court approved a resolution of support on July 8, 2025.

Commission Recommendations: N/A

Recommended Council Actions: Approve resolution of support.

Attachments: Draft resolution.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2025-R___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, EXPRESSING SUPPORT FOR HAYS COUNTY'S INFRASTRUCTURE PLANNING EFFORTS, INCLUDING THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY'S TEMPORARY INTERCONNECTION PROJECT, AND AFFIRMING THE CITY'S COMMITMENT TO REGIONAL COLLABORATION TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF RESIDENTS.

WHEREAS, Hays County and the City of Dripping Springs have continued to experience a prolonged drought coupled with unprecedented growth, necessitating the need for additional water resources; and

WHEREAS, both wells and surface water are depleting as sources for both wildfire protection and residential usage in the City of Dripping Springs; and

WHEREAS, the continued growth has stretched both the need and demand for water in times of heavy usage, particularly in the months of July, August, and September; and

WHEREAS, the City has consistently supported efforts by Hays County and regional partners to address growth-related infrastructure needs in a manner that is responsible, transparent, and beneficial to all affected communities; and

WHEREAS, the City has adopted legislative priorities that emphasize the importance of maintaining local control over infrastructure, land use, and utility service while also collaborating regionally to meet critical needs; and

WHEREAS, the West Travis County Public Utility Agency (WTCPUA), a key regional provider of water service, has proposed a temporary water system interconnection with Austin Water designed to enhance water system resiliency, emergency preparedness, and operational flexibility; and

WHEREAS, the WTCPUA has approved a policy of no new commitments of service in an attempt to conserve water while continuing to invest in system upgrades and water conservation efforts; and

WHEREAS, this temporary interconnection will not alter permanent service territories, but instead provides an emergency and short-term solution to ensure continued service for customers in the event of outages or service limitations due to drought, infrastructure failure, or unforeseen operational challenges; and

WHEREAS, Hays County recently passed a resolution supporting the efforts by the WTCPUA to establish a temporary interconnection with Austin Water for the months of July, August and September to ensure both adequate continued service for existing customers and adequate ability for wildfire protection for the citizens of Hays County and asking both the WTCPUA and Austin Water to work expeditiously towards the execution of such an agreement; and

WHEREAS, the City finds that this project is consistent with its legislative priorities, including promoting infrastructure resiliency, protecting the public health, and ensuring that regional coordination respects municipal boundaries and agreements.

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

1. The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.

2. The City of Dripping Springs hereby expresses its support for the West Travis County Public Utility Agency's efforts to establish a temporary interconnection with Austin Water for the months of July, August, and September to ensure adequate continued service to existing customers and adequate wildfire protection, as a prudent and cooperative infrastructure measure that promotes system reliability and safeguards the public interest.

3. The City of Dripping Springs hereby expresses its support for the West Travis County Public Utility Agency's proposed policy for no new connections except for limited connections to school districts, emergency services districts, cities, and requests of 25 LUEs or less up to a total of 300 LUEs until infrastructure is completed that adds additional water capacity.

4. The City of Dripping Springs does not support the issuance of other new connections by the West Travis County Public Utility Agency, even if additional capacity occurs due to unused LUEs or changes in water usage allowance, unless and until the Uplands Water Treatment Facility is expanded increasing water capacity.

5. The City encourages transparent and cooperative infrastructure planning that strengthens service reliability while preserving the City's statutory authority and infrastructure obligations.

6. The City Secretary is directed to provide a copy of this resolution to the WTCPUA Board of Directors, Austin Water, Hays County Commissioners Court, and the offices of relevant state and local stakeholders.

7. The resolution shall be effective from and after its approval and passage.

8. The meeting at which this Resolution 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.

PASSED AND APPROVED this, the 19th day of August 2025, by a vote of ____(ayes) to ____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas:

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Diana Boone, City Secretary

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Chase Winburn, Human Resources Director

Council Meeting Date: 19 August, 2025

Agenda Item Wording: **Discuss and consider approval of Employee Benefits Plans for medical, dental, and life policies and approval of a Professional Services Agreement between the City of Dripping Springs and Brinson Benefits for benefit plan services, and authorize the mayor to finalize the agreements.**

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: Brinson Benefits, our employee benefits provider, conducted a Request for Proposal (RFP) in July to renew Medical, Dental and Life employee benefits for FY 2026. After receiving four bids, Brinson Benefits negotiated on the City's behalf and secured renewal rates that closely align with the current plan, with adjustments reflecting market trends. Staff recommends considering alternative Plan 5 through United Healthcare. This plan includes a Health Reimbursement Arrangement (HRA) that offsets employee deductible costs, providing both financial relief and enhanced plan flexibility. In addition, staff recommends renewing existing Dental and Life plans with Guardian.

Commission Recommendations:

Recommended Council Actions: Recommended approval

Attachments: Brinson Benefits Agreement, Proposed Renewal Plans

Next Steps/Schedule: Send to City Secretary for execution

CITY OF DRIPPING SPRINGS / 10.01.2025		CURRENT	RENEWAL - FORCED NAME CHANGE	RENEWAL - FORCED NAME CHANGE - NEGOTIATED	ALTERNATE 5 - NEGOTIATED
CARRIER		UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE
PRODUCT FAMILY		**Premier**	**Premier**	**Premier**	**Premier PROformance**
PLAN NAME		DQ-33	**EI-XF**	**EI-XF**	**EI-ZX**
NETWORK		Choice Plus	Choice Plus	Choice Plus	Choice Plus
TYPE		PPO	PPO	PPO	PPO
CALENDAR YEAR OR PLAN YEAR?		Calendar	Calendar	Calendar	Calendar
MUST CHOOSE PCP? REFERRAL TO SEE SPECIALIST?		No / No	No / No	No / No	No / No
IN-NETWORK DEDUCTIBLE, COINSURANCE AND OPX					
DEDUCTIBLE INDIVIDUAL / FAMILY		$1,500 / $3,000	$1,500 / $3,000	$1,500 / $3,000	**$3,000 / $6,000**
COINSURANCE		80%	80%	80%	80%
OUT OF POCKET MAXIMUM (OPX) INDIVIDUAL/FAMILY		$5,000 / $10,000	$5,000 / $10,000	$5,000 / $10,000	**$7,150 / $14,300**
EMBEDDED OR AGGREGATE DEDUCTIBLE		Embedded	Embedded	Embedded	Embedded
IN-NETWORK COPAYMENTS					
PRIMARY CARE VISIT		$25 copay DW	$25 copay DW	$25 copay DW	**$15 copay DW**
SPECIALIST OFFICE VISIT		$25 / $50 copay DW	$25 / $50 copay DW	$25 / $50 copay DW	**$50 / $100 copay DW**
URGENT CARE (FAC / PHY)		$50 copay DW	$50 copay DW	$50 copay DW	**$25 copay DW**
LAB & XRAY		100% DW	100% DW	100% DW	**D & C**
IMAGING		D & C	D & C	D & C	D & C
COPAYMENTS - UNIQUE ELEMENT		10; 45	10; 45	10; 45	10; 45
EMERGENCY ROOM (FAC / PHY)		$500 copay + D & C	$500 copay + D & C	$500 copay + D & C	**$300 copay + D & C**
INPATIENT (FAC / PHY)		D & C	D & C	D & C	D & C
OUTPATIENT SURGERY (FAC / PHY)		D & C	D & C	D & C	D & C
IN-NETWORK PHARMACY BENEFITS		**C55S**	**C55S**	**C55S**	**C55S**
RX SUBJECT TO PLAN DEDUCTIBLE / SEPARATE DEDUCTIBLE		No / No	No / No	No / No	No / No
RX TIER 1		$10 / $10	$10 / $10	$10 / $10	$10 / $10
RX TIER 2		$35 / $150	$35 / $150	$35 / $150	$35 / $150
RX TIER 3		$85 / $500	$85 / $500	$85 / $500	$85 / $500
RX TIER 4		No Tier 4	No Tier 4	No Tier 4	No Tier 4
PHARMACY UNIQUE ELEMENT		4, 9	4, 9	4, 9	4, 9
OUT OF NETWORK BENEFITS					
DEDUCTIBLE INDIVIDUAL / FAMILY		$5,000 / $10,000	$5,000 / $10,000	$5,000 / $10,000	**$7,500 / $15,000**
COINSURANCE		50%	50%	50%	50%
OUT OF POCKET MAXIMUM (OPX) INDIVIDUAL/FAMILY		$10,000 / $20,000	$10,000 / $20,000	$10,000 / $20,000	**$15,000 / $30,000**
UNDERWRITING NOTES					
Rates are subject to change and are based on final enrollment					
PREMIUM	**TOTAL**				
EMPLOYEE ONLY	**47**	$538.94	$678.27	$650.28	$548.03
EMPLOYEE + SPOUSE	**2**	$1,094.05	$1,376.89	$1,320.07	$1,112.50
EMPLOYEE + CHILDREN	**8**	$948.54	$1,193.76	$1,144.50	$964.54
EMPLOYEE + FAMILY	**4**	$1,589.87	$2,000.89	$1,918.32	$1,616.69
	61				
MONTHLY TOTAL		$41,466	$52,186	$50,033	$42,165
ANNUAL TOTAL		$497,593	$626,233	$600,391	$505,986
CHANGE FROM CURRENT			**$128,640**	**$102,798**	**$8,393**
% CHANGE FROM CURRENT			**25.85%**	**20.66%**	**1.69%**

AD = After Deductible
BD = Before Deductible
D & C= Deductible Coinsurance
DW = Deductible Waived

CONFIDENTIAL & PROPRIETARY

CITY OF DRIPPING SPRINGS / 10.01.2025		CURRENT	RENEWAL - FORCED NAME CHANGE	RENEWAL - FORCED NAME CHANGE - NEGOTIATED	ALTERNATE 5 - NEGOTIATED
CARRIER		UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE
PRODUCT FAMILY		**Premier**	**Premier**	**Premier**	**Premier PROformance**
PLAN NAME		DQ-33	**EI-XF**	**EI-XF**	**EI-ZX**
NETWORK		Choice Plus	Choice Plus	Choice Plus	Choice Plus
TYPE		PPO	PPO	PPO	PPO
CALENDAR YEAR OR PLAN YEAR?		Calendar	Calendar	Calendar	Calendar
MUST CHOOSE PCP? REFERRAL TO SEE SPECIALIST?		No / No	No / No	No / No	No / No
IN-NETWORK DEDUCTIBLE, COINSURANCE AND OPX					
DEDUCTIBLE INDIVIDUAL / FAMILY		$1,500 / $3,000	$1,500 / $3,000	$1,500 / $3,000	**$3,000 / $6,000**
COINSURANCE		80%	80%	80%	80%
Annual Employer Funding					
EE	100%	$303,962	$382,544	$366,758	$309,089
EE + Dependent	Varies	$107,343	$130,749	$125,108	$108,026
Level Funded PCORI Fee	91	Included	Included	Included	Included
Total		$411,305	$513,294	$491,866	$417,115
Change from Current			**$101,989**	**$80,561**	**$5,810**
% Change from Current			**24.80%**	**19.59%**	**1.41%**
Individual HRA Contribution					*$1,500*
Family HRA Contribution					*$3,000*
* HRA Monthly Administration Fee (pppm)	$4.00				$2,928
* Initial Enrollment Fee (less than 100 enrolled)	$250				$250
* HRA SPD/ Plan Document Fee	$250				$250
Estimated EE Enrolled / HRA Tax	91				$273
HRA Funding MAXIMUM	100%				$112,500
HRA Funding @ Est. Max	25%				$28,125
HRA Funding @ Est. Expected	15%				$16,875
Annual Total ER Funding @ Est Max		$411,305	$513,294	$491,866	$448,941
Change from Current @ Est. Max.			$101,989	$80,561	$37,636
% Change from Current @ Est. Max.			**24.80%**	**19.59%**	**9.15%**
Annual Total ER Funding @ Expected		$411,305	$513,294	$491,866	$437,691
Change from Current @ Expected			$101,989	$80,561	$26,386
% Change from Current @ Expected			**24.80%**	**19.59%**	**6.42%**
Compensation: more info at https://www.brinsonbenefits.com/showmethemoney		**Net**	**Net**	**Net**	**Net**

** Refer to Benefit Bucks Proposal for additional fees*

AD = After Deductible
BD = Before Deductible
D & C= Deductible Coinsurance
DW = Deductible Waived

CITY OF DRIPPING SPRINGS / 10.01.2025	CURRENT	RENEWAL - FORCED NAME CHANGE	RENEWAL - FORCED NAME CHANGE - NEGOTIATED	ALTERNATE 5 - NEGOTIATED
CARRIER	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE
PRODUCT FAMILY	**Premier**	**Premier**	**Premier**	**Premier PROformance**
PLAN NAME	DQ-33	**EI-XF**	**EI-XF**	**EI-ZX**
NETWORK	Choice Plus	Choice Plus	Choice Plus	Choice Plus
TYPE	PPO	PPO	PPO	PPO
CALENDAR YEAR OR PLAN YEAR?	Calendar	Calendar	Calendar	Calendar
MUST CHOOSE PCP? REFERRAL TO SEE SPECIALIST?	No / No	No / No	No / No	No / No
IN-NETWORK DEDUCTIBLE, COINSURANCE AND OPX				
DEDUCTIBLE INDIVIDUAL / FAMILY	$1,500 / $3,000	$1,500 / $3,000	$1,500 / $3,000	**$3,000 / $6,000**
COINSURANCE	80%	80%	80%	80%

FOOTNOTES

UNIQUE COPAY ELEMENT

UHC / UHC Level Funded

10 PCP under age 19 - $0 copay

45 Lab/X-ray not included in Urgent Care copay

UNIQUE PHARMACY ELEMENT

UHC / UHC Level Funded

4 Mandatory Generic

9 Advanced Specialty Meds Cost Share PDL. Non-Specialty Rx / Preferred Specialty Rx

AD = After Deductible
BD = Before Deductible
D & C= Deductible Coinsurance
DW = Deductible Waived

CITY OF DRIPPING SPRINGS / 10.01.2025		CURRENT	RENEWAL - FORCED NAME CHANGE	RENEWAL - FORCED NAME CHANGE - NEGOTIATED	ALTERNATE 5 - NEGOTIATED
PREMIUM		**DQ-33**	**EI-XF**	**EI-XF**	**EI-ZX**
EMPLOYEE ONLY		$538.94	$678.27	$650.28	$548.03
EMPLOYEE + SPOUSE		$1,094.05	$1,376.89	$1,320.07	$1,112.50
EMPLOYEE + CHILDREN		$948.54	$1,193.76	$1,144.50	$964.54
EMPLOYEE + FAMILY		$1,589.87	$2,000.89	$1,918.32	$1,616.69
EMPLOYER CONTRIBUTION- MONTHLY $	**TOTAL**				
EMPLOYEE ONLY	**47**	$538.94	$678.27	$650.28	$548.03
EMPLOYEE + SPOUSE	**2**	$638.94	$778.27	$750.28	$648.03
EMPLOYEE + CHILDREN	**8**	$638.95	$778.27	$750.28	$648.03
EMPLOYEE + FAMILY	**4**	$638.94	$778.27	$750.28	$648.03
EMPLOYER CONTRIBUTION- MONTHLY %					
EMPLOYEE ONLY		100.00%	100.00%	100.00%	100.00%
EMPLOYEE + SPOUSE		58.40%	56.52%	56.84%	58.25%
EMPLOYEE + CHILDREN		67.36%	65.19%	65.56%	67.19%
EMPLOYEE + FAMILY		40.19%	38.90%	39.11%	40.08%
	ACA 2025	**Lowest Monthly Salary $22/hour**			
SAFE HARBOR(not for commission pay)	**9.02%**	**$2,860**	$257.97		
EMPLOYEE CONTRIBUTION - MONTHLY					
EMPLOYEE ONLY		$0.00	$0.00	$0.00	$0.00
EMPLOYEE + SPOUSE		$455.11	$598.62	$569.79	$464.47
EMPLOYEE + CHILDREN		$309.60	$415.49	$394.22	$316.51
EMPLOYEE + FAMILY		$950.93	$1,222.62	$1,168.04	$968.66
EMPLOYEE CONTRIBUTION - PER PAY PERIOD (26)					
EMPLOYEE ONLY		$0.00	$0.00	$0.00	$0.00
EMPLOYEE + SPOUSE		$210.05	$276.29	$262.98	$214.37
EMPLOYEE + CHILDREN		$142.89	$191.76	$181.95	$146.08
EMPLOYEE + FAMILY		$438.89	$564.29	$539.10	$447.07

**deductions are subject to change and Brinson is not held liable for those adjustments

AD = After Deductible
BD = Before Deductible
D & C= Deductible Coinsurance
DW = Deductible Waived

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City of Dripping Springs - Effective 10/1/2025

DENTAL

		brinson BENEFITS	Guardian	reliancematrix	United Healthcare	United Healthcare
			Inforce	Proposed	Proposed	Proposed
Benefit Details						
Out-of-Network Type			Value - MAC NAP - 90th	✓	MAC	90th
Individual Deductible			$50	✓	$100	✓
Family Deductible			$150	✓	✓	✓
Deductible Waived for Preventive			Yes	✓	✓	✓
Annual Maximum			$2,000	✓	✓	$2,500
Ortho Age Limit			26	19	19	19
Ortho Lifetime Maximum			$2,500	✓	$2,000	✓
Coinsurance (In/Out-of-Network)						
Preventive Services			100% | 100%	✓	100%	100%
Basic Services			80% | 100%	✓	90%	80%
Major Services			50% | 60%	✓	60%	50%
Child Ortho Services			50% | 50%	✓	50%	50%
Key Benefit Provisions						
Endo			Basic	Split	Major	✓
Perio			Basic	Split	Major	✓
Oral Surgery			Basic	Split	Major	✓
Implants			Included	Not Included	Not Included	Not Included
Maximum Rollover / Preventive Max Waiver			Included - Maximum Rollover	✓	✓	Not Included
Waiting Periods						
Preventive			No	✓	✓	✓
Basic			No	✓	✓	✓
Major			No	✓	✓	✓
Ortho			No	✓	✓	✓
Additional Information						
Employer Contribution Level			Contributory	Voluntary	Voluntary	✓
Dependent Age Limits			26	✓	✓	✓
Participation Requirement			Assumes Current	>20% or 10 lives	2 lives	2 lives
Financial	**Cour**					
Single	39	$36.51	$43.45	$50.46	$35.45	$47.88
Employee + Spouse	3	$93.78	$111.60	$161.15	$70.90	$95.76
Employee + Child(ren)	7	$93.78	$111.60	$161.15	$88.69	$118.04
Family	13	$93.78	$111.60	$161.15	$131.24	$175.28
Rate Guarantee		Expiring	1 Year	1 Year	1 Year	1 Year

COST ANALYSIS

	Current	Renewal	Proposed	Proposed	Proposed
Monthly Premium	$3,581	$4,261	$5,674	$3,922	$5,260
Annual Premium	$42,970	$51,136	$68,093	$47,066	$63,114
Annual Change vs Current		$8,166	$25,123	$4,096	$20,144
Annual % Change vs Current		19.0%	58.5%	9.5%	46.9%
Annual Change vs Renewal			$16,956	-$4,070	$11,978
Annual % Change vs Renewal			33.2%	-8.0%	23.4%

This summary is for illustrative purposes only and is not a binding quote.
Pricing Assumes Package Sale unless otherwise noted.
Please refer to carrier proposal for full details.

Carrier Comments				Can't blend the rates into one option, per Chris Crawford	
Commissions	Flat 10%	Flat 10%	Flat 10%	Graded	Graded

City of Dripping Springs - Effective 10/1/2025

DENTAL PAYROLL DEDUCTIONS

	Brinson Benefits	Guardian	Guardian	reliancematrix	Healthcare	Healthcare
	Current	Renewal	Proposed	Proposed	Proposed
Premium						
Single	$36.51	$43.45	$50.46	$35.45	$47.88
Employee + Spouse	$93.78	$111.60	$161.15	$70.90	$95.76
Employee + Child(ren)	$93.78	$111.60	$161.15	$88.69	$118.04
Family	$93.78	$111.60	$161.15	$131.24	$175.28
Employer Contribution - Monthly $						
Single	$36.51	$43.45	$0.00	$0.00	$47.88
Employee + Spouse	$36.51	$43.45	$0.00	$0.00	$47.88
Employee + Child(ren)	$36.51	$43.45	$0.00	$0.00	$47.88
Family	$36.51	$43.45	$0.00	$0.00	$47.88
Employer Contribution - Monthly %						
Single	100.00%	100.00%	0.00%	0.00%	100.00%
Employee + Spouse	0.00%	0.00%	0.00%	0.00%	0.00%
Employee + Child(ren)	0.00%	0.00%	0.00%	0.00%	0.00%
Family	0.00%	0.00%	0.00%	0.00%	0.00%
Employee Contribution - Monthly						
Single	$0.00	$0.00	$50.46	$35.45	$0.00
Employee + Spouse	$57.27	$68.15	$161.15	$70.90	$47.88
Employee + Child(ren)	$57.27	$68.15	$161.15	$88.69	$70.16
Family	$57.27	$68.15	$161.15	$131.24	$127.40
Employee Contribution - Per Pay Period (26)						
Single	$0.00	$0.00	$23.29	$16.36	$0.00
Employee + Spouse	$26.43	$31.45	$74.38	$32.72	$22.10
Employee + Child(ren)	$26.43	$31.45	$74.38	$40.93	$32.38
Family	$26.43	$31.45	$74.38	$60.57	$58.80

Rates are subject to change based on final enrollment

Confidential & Proprietary

City of Dripping Springs - Effective 10/1/2025

VISION

		Guardian		reliancematrix		United Healthcare		BlueCross BlueShield		unum	
		Inforce		Proposed		Proposed		Proposed		Proposed	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Network		VSP Choice		✓		**UHC Vision**		**EyeMed**		**EyeMed**	
Exams											
Exam with Dilation as Necessary		$0	Up to $39	✓	**Up to $45**	✓	**Up to $40**	**$10**	**Up to $30**	**$10**	**Up to $40**
Frames											
Any available frame at participating provider location		$250 + 20% off balance	Up to $46	**$200**	**Up to $70**	**$200**	**Up to $45**	**$150**	**Up to $75**	**$200**	**Up to $140**
Lenses											
Single Vision Lenses		$0	Up to $23	✓	**Up to $30**	✓	**Up to $40**	**$25**	**Up to $25**	**$25**	**Up to $30**
Bifocal Lenses		$0	Up to $37	✓	**Up to $50**	✓	**Up to $60**	**$25**	**Up to $40**	**$25**	**Up to $50**
Trifocal Lenses		$0	Up to $49	✓	**Up to $65**	✓	**Up to $80**	**$25**	**Up to $55**	**$25**	**Up to $70**
Contact Lenses											
Elective		$250	Up to $100	**$200**	**Up to $105**	**$200**	**Up to $175**	**$150**	**Up to $120**	**$200**	**Up to $200**
Medically Necessary		Covered in full	Up to $210	✓	✓	**Covered in Full**	✓	**Covered in Full**	✓	**Covered in Full**	✓
Laser Vision Correction											
Lasik or PRK from US Laser Network		Discount	N/A	✓	✓	✓	✓	✓	✓	✓	✓
Frequency											
Examination		Once every 12 months		✓		✓		✓		✓	
Frame		Once every 24 months		✓		✓		✓		✓	
Lenses or Contact Lenses		Once every 12 months		✓		✓		✓		✓	
Additional Information											
Employer Contribution Level		Voluntary		✓		✓		**Contributory**		✓	
Dependent Age Limits		26		✓		✓		✓		✓	
Participation Requirement		Assumes Current		**>75% or 10 lives**		**1 enrolled**		**10 lives**		**75%**	
Financial	**Count**	**Current**	**Renewal**								
Employee	38	$13.28	$13.90	$9.44		$15.41		$8.25		$7.92	
Employee + Spouse	1	$25.13	$26.31	$18.43		$29.23		$15.67		$15.84	
Employee + Child(ren)	4	$25.61	$26.81	$16.38		$34.29		$16.49		$17.69	
Family	8	$40.55	$42.46	$25.38		$48.25		$24.25		$27.66	
Rate Guarantee		Expiring	1 Year	2 Years		2 Years		4 Years		2 Years	

COST ANALYSIS

	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Monthly Premium	$957	$1,001	$646	$1,138	$589	$609
Annual Premium	$11,479	$12,017	$7,749	$13,656	$7,070	$7,306
Annual Change vs Current		$538	-$3,731	$2,176	-$4,410	-$4,173
Annual % Change vs Current		4.7%	-32.5%	19.0%	-38.4%	-36.4%
Annual Change vs Renewal			-$4,269	$1,638	-$4,948	-$4,711
Annual % Change vs Renewal			-35.5%	13.6%	-41.2%	-39.2%

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Pricing Assumes Package Sale unless otherwise noted.
Please refer to carrier proposal for full details

Commissions	Flat 10%	Flat 10%	Flat 10%	Graded	Flat 10%	Flat 15%

City of Dripping Springs - Effective 10/1/2025

VISION PAYROLL DEDUCTIONS

	brinson BENEFITS	Guardian	Guardian	reliancematrix	United Healthcare	BlueCross BlueShield	unum
	Current	Renewal	Proposed	Proposed	Proposed	Proposed
Premium						
Single	$13.28	$13.90	$9.44	$15.41	$8.25	$7.92
Employee + Spouse	$25.13	$26.31	$18.43	$29.23	$15.67	$15.84
Employee + Child(ren)	$25.61	$26.81	$16.38	$34.29	$16.49	$17.69
Family	$40.55	$42.46	$25.38	$48.25	$24.25	$27.66
Employer Contribution - Monthly $						
Single	$0.00	$0.00	$0.00	$0.00	$8.25	$0.00
Employee + Spouse	$0.00	$0.00	$0.00	$0.00	$8.25	$0.00
Employee + Child(ren)	$0.00	$0.00	$0.00	$0.00	$8.25	$0.00
Family	$0.00	$0.00	$0.00	$0.00	$8.25	$0.00
Employer Contribution - Monthly %						
Single	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%
Employee + Spouse	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Employee + Child(ren)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Family	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Employee Contribution - Monthly						
Single	$13.28	$13.90	$9.44	$15.41	$8.25	$7.92
Employee + Spouse	$25.13	$26.31	$18.43	$29.23	$7.42	$15.84
Employee + Child(ren)	$25.61	$26.81	$16.38	$34.29	$8.24	$17.69
Family	$40.55	$42.46	$25.38	$48.25	$16.00	$27.66
Employee Contribution - Per Pay Period (26)						
Single	$6.13	$6.42	$4.36	$7.11	$3.81	$3.66
Employee + Spouse	$11.60	$12.14	$8.51	$13.49	$3.42	$7.31
Employee + Child(ren)	$11.82	$12.37	$7.56	$15.83	$3.80	$8.16
Family	$18.72	$19.60	$11.71	$22.27	$7.38	$12.77

Rates are subject to change based on final enrollment

City of Dripping Springs - Effective 10/1/2025

LIFE AD&D

	brinson BENEFITS	Guardian	Guardian	reliancematrix	United Healthcare	BlueCross BlueShield	unum
		Inforce		Proposed	Proposed	Proposed	Proposed
Benefit Details							
Life & AD&D Benefit		1 X Salary to $100,000		✓	✓	✓	**$100,000**
Guaranteed Issue (GI)		$100,000		✓	✓	✓	✓
Age Reduction		65% @ 65 | 50% @ 70		✓	✓	✓	✓
Key Benefit Details							
Waiver of Premium		Included		✓	✓	✓	✓
Portability		Included		✓	**Not Included**	✓	✓
Employee Assistance Program (EAP)		Not Included		✓	✓	✓	✓
Financial							
Employer Contribution Level		100%	100%	100%	100%	100%	100%
Total Covered Lives		68	68	68	68	68	68
Monthly Volume (estimated for comparison purposes only)		$4,350,400	$4,350,400	$4,350,400	$4,350,400	$4,350,400	$6,680,000
Life Rate (per $1,000)		$0.180	$0.220	$0.170	$0.250	$0.207	$0.180
AD&D Rate (per $1,000)		$0.030	$0.030	$0.030	$0.020	$0.030	$0.030
Rate Guarantee		Expiring	1 Year	3 Years	2 Years	2 Years	3 Years

COST ANALYSIS

		Current	Renewal	Proposed	Proposed	Proposed	Proposed
Monthly Premium		$914	$1,088	$870	$1,175	$1,031	$1,403
Annual Premium		$10,963	$13,051	$10,441	$14,095	$12,373	$16,834
Annual Change vs Current			$2,088	-$522	$3,132	$1,410	$5,871
Annual % Change vs Current			19.0%	-4.8%	28.6%	12.9%	53.5%
Annual Change vs Renewal				-$2,610	$1,044	-$679	$3,782
Annual % Change vs Renewal				-20.0%	8.0%	-5.2%	29.0%

This summary is for illustrative purposes only and is not a binding quote.
Pricing Assumes Package Sale unless otherwise noted.
Please refer to carrier proposal for full details.

Commissions		Flat 15%	Flat 15%	Flat 20%	Graded	Flat 20%	Flat 20%

Rates are subject to change based on final enrollment

Confidential & Proprietary

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Dripping Springs in Hays County, 06/08/2023 ("Client") and Brinson Benefits, Inc., having its principal place of business in Dallas County, Texas, at 4851 LBJ Freeway, Suite 150, Dallas, TX 75244 ("Brinson").

1. **Purpose.** The purpose of this Agreement is to state the terms and conditions under which Brinson shall provide employee benefit consultant services to Client.

2. **Description of Services.** Brinson's services to Client shall include, but shall not be limited to, the following:

   - Review the various Client plans' structure, benefits, service, vendor contracts, and costs, including (i) review of current benefits and recommend potential benefit adjustments or changes; and (ii) review costs and other obligations.

   - Review proposal specifications, including (i) review and recommendation of specification adjustments for improvement of benefits for Client's Plans to be offered; (ii) review presentation procedures for eligible participants; and (iii) assist with the selection of insurance carriers and other professional vendors that will be provided with a request for proposal.

   - Assist in the selection process by (i) responding to questions or inquiries from insurance carriers and other professional vendors during the proposal process; (ii) reviewing and comparing the proposals received to determine conformity to bid request requirements; (iii) conducting discussions and meet with those insurance carriers and other professional vendors who are competitive to achieve the best benefits, costs and contractual terms for Client; and (iv) making recommendations for the placement of coverage for insurance services and other related professional services.

   - Assist in implementation, communication and Plan management by (i) coordinating the enrollment and installation of contract(s), including employee communication and employee meetings and other necessary services to complete the enrollment and implementation of the Plans; (ii) coordinating with the insurance carrier and other professional vendors for proper administrative procedures, reporting requirements, and contacting service representatives; (iii) monitoring the performance, throughout the year, of such insurance carriers and other vendors; (iv) assisting in the resolution of claims or service issues with insurance carriers or other related professional vendors; and (v) providing services not listed above as may be necessary or negotiated by Brinson and Client .

3. **Work with Client Staff.** In undertaking the foregoing services on behalf of Client, Brinson shall work closely with the Human Resources and/or his/her designees,

including other Client Human Resources personnel and other appropriate Client personnel and officials ("Client Staff"), and perform any and all related tasks required by Client Staff in order to fulfill the purposes of this Agreement.

4. **Performance of Services.** Brinson and its employees and/or associates shall perform all the services under this Agreement and Brinson hereby agrees and represents that all of its employees and/or associates who perform services under this Agreement are and shall be fully qualified and competent to perform the services described herein.

5. **Term.** The term of this Agreement shall begin June 9, 2023, and, unless sooner terminated pursuant to paragraph number 10 below, shall continue to the end of the first anniversary of the Client's benefit plan year (as determined by Client's benefit plan documents); provided, however, that unless either party shall give written notice of termination as provided in paragraph number 10 below, the term shall automatically continue in force and effect for consecutive one-year periods starting at the end of each plan year. Further, Brinson understands and agrees that all services, written reports, and other data are to be completed and delivered to Client by the termination date unless an extension of time is approved by Client Staff.

6. **Compensation for Services**. In consideration of the professional services to be performed by Brinson pursuant to the terms of this Agreement, Brinson shall be paid for services rendered, as referenced in attached Exhibit A, which is incorporated by reference. Unless otherwise detailed and incorporated in Exhibit A, Brinson's compensation is derived from third party commissions and not directly from a party to this Agreement. If other services are provided to Client, Brinson shall bill Client for services rendered as provided for in this Agreement.

   Brinson reserves the right to suspend or terminate all Brinson services until full payment and late fees, if applicable, are received. Payments are due on the 1st day of the month for that month's services. If payment is not received by the end of that same month there will be a late fee assessed in the amount of 10% on any past due amounts. Brinson reserves the right to suspend or terminate all Brinson services until full payment and applicable late fees are received. Brinson shall have the right to change its professional service fees with 60 days advance notice conditioned upon written acceptance in advance by Client.

7. **Change in Scope or Focus of Services.** Client and Brinson acknowledge that Client may request, from time to time, changes in the scope or focus of the activities and services conducted or to be conducted by Brinson pursuant to this Agreement. Any such change which varies significantly from the Description of Services referenced above and which entails a significant increase in cost or expense to Brinson shall be mutually agreed on by Brinson and Client. Changes in the scope, which in the opinion of Brinson and Client Staff will or in all likelihood will require additional funding by Client, must first be authorized in advance by Client.

8. **Brinson's Liability and Insurance Coverage.** Approval of Client shall not constitute nor be deemed a release of the responsibility and liability of Brinson, its employees, agents and/or associates for the accuracy and competency for their designs, reports, information, and other documents or services, nor shall approval be deemed to be the assumption of such responsibility by Client for any defect, error or omission in the documents prepared by Brinson, its employees, agents and/or associates.

9. **Indemnity.** Brinson shall defend, indemnify, and hold Client whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by or from any negligent act, error or omission of Brinson and/or any agent, servant, or employee of Brinson, in the execution or performance of this Agreement.

10. **Termination.** Either party may terminate this Agreement upon sixty (60) days advance written notice, it being understood and agreed that the termination date shall be effective first of the month following **60 days** after the written notice of termination is provided. Payments for services are due within 14 days of the termination date. Either party may terminate this Agreement without notice for gross negligence only. A termination for gross negligence must be in writing and specifically detail the gross negligence.

11. **Additional Terms of Agreement.** The following shall be additional conditions of, and a part of, the consideration of this Agreement, to-wit:

    - Conflict of Interest. Brinson hereby acknowledges that no officer or employee of Brinson is financially interested, directly or indirectly, in the sale to Client of any materials, supplies or services other than the professional services referenced herein. Brinson hereby agrees that it shall not accept other employment or engage in outside activities incompatible with the proper discharge of its professional obligations, duties and responsibilities to Client, or which might impair its independent judgment in the performance of its obligations, duties and responsibilities to Client. Notwithstanding any provision herein to the contrary, Client understands that Brinson may be paid a commission or fee by an insurance carrier providing insurance coverage to Client and/or its employees. Client acknowledges and agrees that receipt of such commission and/or fees from insurance carriers does not constitute a conflict of interest for Brinson in providing services as set forth this Agreement.

    - 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 all other documents and disclosures required by state law.

    - Nondiscrimination. As a condition of this Agreement, Brinson covenants that it will take all necessary actions to insure that, in connection with any work

undertaken pursuant to this Agreement, that it, its associates, agents and subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on any basis prohibited by applicable law, including but not limited to race, color, religion, national origin, age, sex or physical disability, either directly, indirectly or through contractual or other arrangements. In this regard, Brinson shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from completion of services to Client, with full access allowed to authorized representatives of Client, upon request, for purposes of evaluating compliance with this and other provisions of this Agreement.

- Assignment. This Agreement shall not be assigned, in whole or in part, without the prior express written consent of Client.

- Notices. All notices and communications, required or permitted under this Agreement shall be personally delivered, mailed, or emailed to the respective parties, postage prepaid, or delivered electronically at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for Client to:

Name:	Michelle Fischer
Title:	City of Dripping Springs
Company:	
Address:	PO Box 384 / 511 Mercer Street
City, State Zip:	Dripping Springs, TX 78620

If intended for Brinson, to:

Name:	Nick Love
Title:	Benefit Strategist
Company:	Brinson Benefits
Address:	8605 Airport Freeway
City, State Zip:	North Richland Hills, TX 76180

- Independent Contractor. In performing services under this Agreement, Brinson is and shall be considered an independent contractor of Client. Nothing contained herein shall modify that relationship and the parties hereto specifically acknowledge that Brinson is an independent contractor of Client. Additionally, no term or provision of this Agreement shall be construed as making Brinson an agent, servant, or employee of Client.

- Venue. The obligations of the parties pursuant to this Agreement are performable in Denton, Texas, and Dallas, Texas and if legal action is necessary to enforce same, exclusive venue shall lie in Dallas County, Texas.

- Applicable Laws, This Agreement is made subject to the provisions of

applicable state and federal laws. Further, this Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

- Mediation. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, the parties hereto agree to submit such controversy or claim to nonbinding mediation.

- Entire Agreement. This Agreement contains the entire agreement between the parties and this Agreement supersedes any and all other agreements, whether oral or written. This Agreement may not be amended except in writing and all amendments must be approved by both Client and Brinson.

- Severability. If any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision.

- Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Client warrants and represents that the individual executing this Agreement on behalf of Client has full authority to execute this Agreement and bind Client to the same. Brinson warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Brinson to same.

- Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

- Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

- Attorney Fees. In the event of any dispute that results in a proceeding to construe or enforce any provisions of this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorneys' fees and other costs incurred (in addition to all other amounts and relief to which such party may be entitled to recover).

- Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws and regulations in connection with its activities pursuant to this agreement.

- Confidentiality. The terms and conditions of this agreement are confidential and are not to be disclosed to any other party without the written consent by both Client and Brinson.

EXECUTED AND AGREED TO by City of Dripping Springs and Brinson Benefits, Inc. on this 8th day of June, 2023.

ACCEPTED:

City of Dripping Springs

"Client"

Michelle Fischer, City Administrator

By

Michelle Fischer

Signature

June 8, 2023

Date

ACCEPTED:

Brinson Benefits, Inc.

"Brinson"

Dawn Brinson, President

By

DB Brinson, Pres.

Signature

6/8/2023

Date

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

City of Dripping Springs **Professional Services**	**Benefit Plans**
Brinson Benefits, Inc. services include: • Plan Benefit/Cost Renewal Analysis • Plan Design Consultation & Strategic Benefit Planning • Plan Management and Data Analysis • Vendor Negotiations • Annual Bid Process and Plan Implementations • Open Enrollment/Communication Support • Customer Service • Purple Card – Patient Advocate Services & Reporting	**Medical** **Dental** **Vision** **Basic Life** **Employee Navigator**
Additional Services (quoted upon request): The following are not included in the compensation: 5500 preparations, printing, graphic design work, custom programming, ACA 6055/6056 Reporting, Telemedicine, contracted third-party services and/or products (COBRA/HIPAA, Technology, Legal, Accounting, Wellness Services, etc.), travel outside of DFW area, and independent third party audits. Any lines of coverage or services not provided in this agreement are subject to additional fees. Note: This list is not all inclusive. Please contact Brinson Benefits for any additional service requests.	Available Upon Request Travel expenses outside of location listed below must have prior approval: **Texas**

PROFESSIONAL SERVICES AGREEMENT
EXHIBIT B

Brinson Benefits, Inc. Employee Navigator Services* for City of Dripping Springs include ONLY the services marked below with a "X."

Functions*	Gold
Open Enrollment Processing and Support	X
New Hire Processing and Support	X
Additions/Modifications/Removal of coverage	X
Termination of Coverage	X
Address & Other Changes (DOBs, Corrections)	X
Qualifying Events	X
Update Salaries	X
Initiate COBRA notices with COBRA TPA (only if COBRA Charmers is administrator)	X

- The above referenced Employee Navigator services will be provided for you through Brinson Benefits, Inc. and are not billed separately from other services provided under the Agreement.
- Client agrees to check all data supplied for content and accuracy. SL **INITIALS**
- Client agrees to provide on-line access to all carriers. Additionally, Client will include Brinson Benefits and The Purple Card, and its representatives as an administrative contact with regard to enrollments, changes, and terminations as of the effective date of this agreement.
- As carriers will apply SB 51 rules to any enrollment terminations received outside of required guidelines, Client agrees to follow timeliness of submissions rules so that additional premium charges are not incurred by the Client. SL **INITIALS**
- In the event of an error, Brinson will only be liable for the limited additional premium charge that the Client incurs for Brinson's error or omission for a maximum of 30 days. Brinson's liability is only available if Brinson received 2 business days' notice in writing/email from the Client about a needed change. SL **INITIALS**
- Client has 30 days from the date of the enrollment period of the new hire or the open enrollment period for the company to report any errors made by Brinson. The Client agrees to review monthly statements showing plan participants and any changes and to timely report any errors to Brinson. SL **INITIALS**
- As noted in Clients Professional Services Agreement, termination of Employee Navigator requires a sixty day notice.
- The cost for these services is included in the consulting fee.

Shan Cox — 6/27/23

Signature — Date

CONFLICT OF INTEREST QUESTIONNAIRE
FORM CIQ (REQUIRED)

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1	**Name of person doing business with local governmental entity.** Brinson Benefits, Inc.
2	❑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.** None
4	**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.** None

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ❑ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ❑ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ❑ Yes ☒ No

D. Describe each affiliation or business relationship.

6

J.O. Brinson, Pres.

Signature of person doing business with the governmental entity

6/8/2023

Date

Adopted 11/02/2005

DRIPPING SPRINGS
Texas

Legislation and Recent State Cases Planning & Zoning

Laura Mueller

City Attorney
Planning & Zoning Commission

89th Legislative Session

- Over 9,000 bills and resolutions were filed.
- 1,231 bills passed
- Texas Municipal League tracked over 2100 bills
- The legal department tracked over 1200 bills with a tracking program created by Aniz Alani.
- The City Legislative Team worked effectively with Representative Isaac, Representative Zwiener, and other legislators and their staff.
- The City testified multiple times and submitted written testimony on additional bills including those dealing with water legislation, land use, public information, debt limitations, preemption, and other bills.

SPECIAL SESSION STARTS JULY 21, 2025

DRIPPING SPRINGS
Texas

House Concurrent Resolution 58 (Isaac)

Wedding Capital of Texas

- This legislation renewed our Wedding Capital of Texas designation for ten additional years.

- Representative Isaac filed and pushed this legislation through.

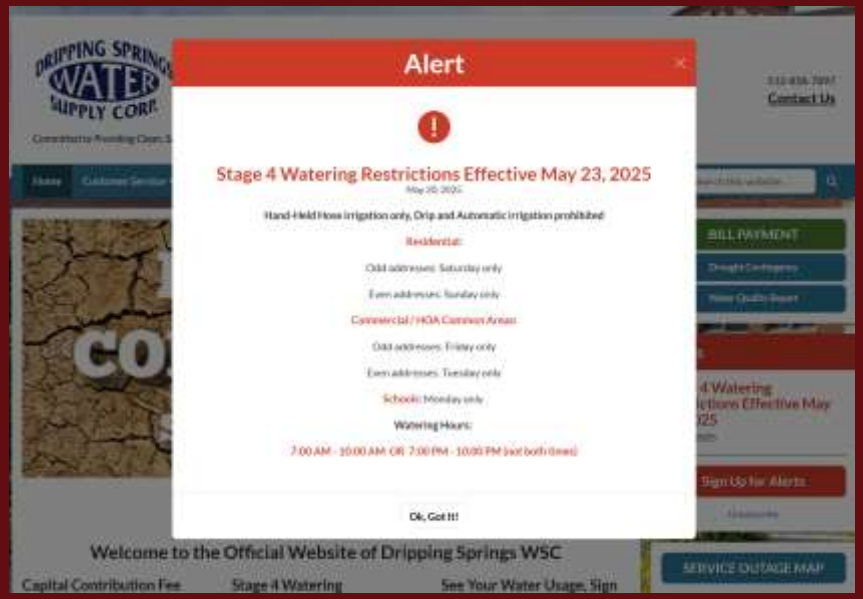


DRIPPING SPRINGS
Texas

House Bill 517 (Isaac)

Drought Legislation.

- No Property Owners Association fees for dead grass during watering restrictions.
- The City supported this legislation as it allows property owners to avoid fines where they are complying with drought restrictions.



DRIPPING SPRINGS
Texas

OPEN GOVERNMENT

H.B. 1522 (Gerdes) – Open Meetings Act

- ❑ Changes Agenda Posting deadline from 72 hours prior to the meeting to 3 business days prior to the meeting
- ❑ Will mean posting on the Wednesday before a Tuesday meeting (if no holiday)

DRIPPING SPRINGS
Texas

Wed. Aug. 13, 2025	Fri. Aug 15, 2025	Mon. Aug. 18, 2025	Tues. Aug. 19, 2025	Wed. Aug. 20 2025	Fri. Aug. 22	Mon. Aug. 25	Tues. Aug. 26
Place holders due on Agenda	Full Captions due by 12 p.m. Draft agenda sent to staff for review at 12:00 p.m. Supervisor and Admin. review and approvals.	Agenda Items and Supporting Documents due by 3:00 p.m. Draft agenda sent Mayor and Mayor Pro Tem/Chair for review. Staff Final Edits due by 5 p.m.	P&Z Chair approval by 11 a.m. Agenda/ Packet will be locked at 12 p.m. Admin./City Secretary Final Edits by 12 p.m. PPTs by 3rd Parties due by 5 p.m.	Agenda will be posted. Packet sent to P&Z and Appropriate Dep't Heads. City Secretary to send Presentation link (if any) to appropriate staff by 1 p.m.	PPTs materials to be uploaded at 1:00 p.m. to Council or Board PPT. City Secretary Sends PPT to reviewers by 3 p.m.	PPT finalized by noon. Sent to P&Z	**Meeting Date**

LAND USE

H.B. 24 (Orr) – Zoning Protest Thresholds

- raised to 60% for certain projects for 3/4ths majority vote requirement
  - More residential development than the existing zoning regulation
  - Up to 35% commercial/industrial uses
  - Increased from 20%
- Other Projects – 20% of the area of the lots covered by the proposed change or 20% of lots within 200 feet of the proposed change
- Lowered notice requirements for proposed comprehensive zoning changes
  - Newspaper Notice 15 days before meeting
  - If creates non-conforming uses – then individual letters are required
- additional zoning changes that will require updates to City Code

DRIPPING SPRINGS
Texas

Next Steps: Update notice and protest requirements in the Zoning Code.

LAND USE

H.B. 4506 (Bonnen) – Electronic Zoning Notices

- electronic notices by email or text message are allowed if people sign up for it
  - Recipient requests zoning notices electronically
  - City has online portal on website allowing electronic zoning notices
  - Only effective if recipient acknowledges receipt
  - Same deadlines apply

Next Steps: Determine viability of website changes and electronic notices. Update Zoning Code accordingly.

DRIPPING SPRINGS
Texas

LAND USE

S.B. 785 (Flores)/S.B. 1341(Hancock) – HUD Code Manufactured Homes

- updates allowances for manufactured homes
  - Cannot require a conditional use permit
  - Must allow HUD code manufactured homes
  - Must show areas on Zoning Map

Next Steps: Update Zoning Code to remove requirement of CUPs for HUD-Code Manufactured Homes. Update Zoning Maps.



DRIPPING SPRINGS
Texas

LAND USE

H.B. 2559 (Patterson/Bettencourt) – Development Moratorias

- Extends time to adopt a moratorium
  - 30 days for public hearing notice
  - 2 public hearings must be 30 days apart
  - 12 days until ordinance can be read
  - 2 ordinance readings 28 days apart
- Limits time moratorium can exist
  - 180 days maximum



DRIPPING SPRINGS
Texas

LAND USE

H.B. 2464 (Hefner/Middleton) – Home-Based Businesses

Limits regulation of no impact home-based businesses

- ❑ Does not bust occupancy limits
- ❑ Does not generate on-street parking
- ❑ No activity visible or audible from the street
- ❑ No alcohol, drugs, or sexually oriented businesses

❑ Limitations include

- ❑ Cannot require rezoning
- ❑ Cannot prohibit
- ❑ Cannot require fire sprinklers
- ❑ Can require compliance with federal and state law

Next Steps: Update Zoning Code.

DRIPPING SPRINGS
Texas

FOOD/HEALTH REGULATIONS

HB 2844 (Landgraf) – Food Truck Regulations

- ❑ preempts city regulations of food trucks
  - ❑ Cannot regulate hours of operation
  - ❑ Cannot regulate distance from other commercial establishments
  - ❑ No health inspections other than if there is a health or safety complaint

- ❑ requires food trucks to receive state permit

Next Steps: Update Mobile Food Vendor regulations and work with Building Department on health inspections.

DRIPPING SPRINGS
Texas

CODE ENFORCEMENT

H.B. 3611 (Curry) – Bandit Signs

- ❑ allows penalty of up to $5,000 for bandit signs placed in right of way
- ❑ have to provide notice and opportunity to remove to owner of sign

Next Steps: Review Sign regulations for possible update to penalties.



DRIPPING SPRINGS
Texas

OTHER ADMINISTRATION

H.B. 149 (Capriglione) – AI Regulations

- ❑ Notice of use of AI system to customers if used by customers
- ❑ limits uses of AI system
- ❑ establishes the Texas Artificial Intelligence Council which will provide training

H.B. 150 (Capriglione) – Cybersecurity Training

- ❑ elected and appointed officials have to take the cybersecurity training
- ❑ provide compliance information to state



DRIPPING SPRINGS
Texas

Special Session – July 21, 2025

Governor Abbott Vetoed 28 bills.

- Property Taxes
- THC Regulations
- Water Financing
- Human Trafficking
- Judicial Administration

DRIPPING SPRINGS
Texas

Next Steps

- Follow Special Session
- Review all bills
- Update Bill Action Log with assistance from Department Heads
- Update:
  - Ordinances
  - Policies
  - Forms
  - Website

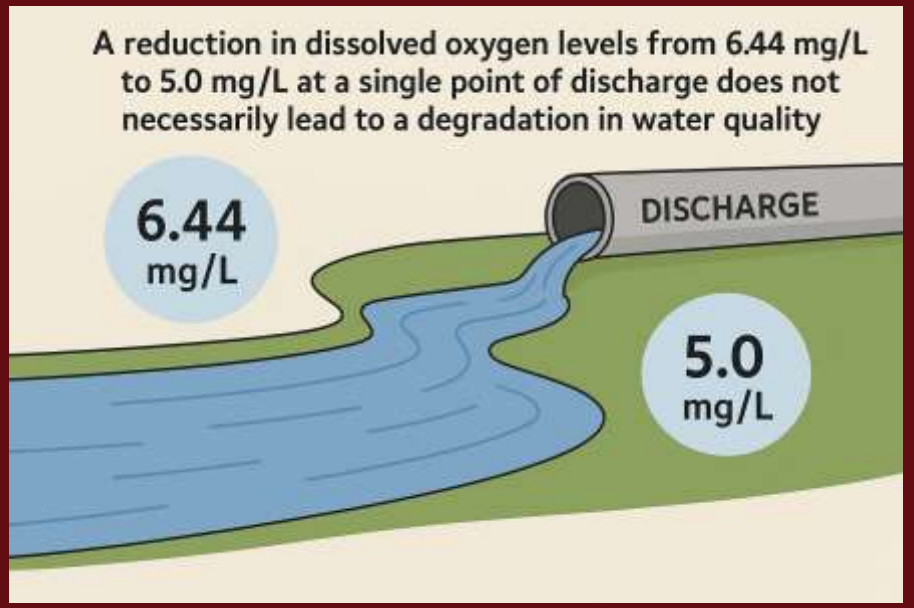
HB517	Public Works	Property Owner's Association Fines	Relating to the authority of a property owners' association to assess a fine for discolored vegetation or turf during a period of residential watering restriction.	Chapter 28-Landscaping	Update Landcaping Code to reference this bill	9/1/25
HB521	City Secretary	Voting Assistance	Relating to accommodating voters with a disability; creating a criminal offense.	None	Education on polling location and electioneering.	9/1/25
HB640	City Secretary	Office Hours	Relating to the office hours of an election authority during an election period.	None	Education on business days that City must be open during election time.	9/1/25
HB685	Finance, Public Works	Utility Rates	Relating to rates established by municipalities for water or sewer service for certain entities.	Rate Ordinance	Ensure water and wastewater rates are reflective of the new legislation.	9/1/25

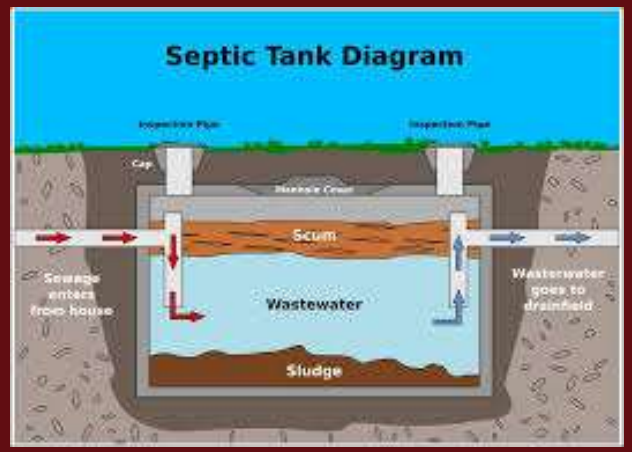
Agency Deference

Save Our Springs Alliance, Inc. v. Tex. Comm'n on Environ Qual. and the City of Dripping Springs, No. 23-0282, 2025 WL 1085176 (Tex. Apr. 11, 2025).



- Deference for TCEQ (state agencies) still exists
- Reasonable basis, not arbitrary
- Total quality of water, not individual constituents, is the correct analysis *– 13 years later*





TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Takings Claims- Flood Ordinance

Commons of Lake Houston, Ltd. v. City of Houston, No. 23-0474, 2025 WL 876710 (Tex. Mar. 21, 2025).

- **Updated flood plain ordinances can lead to regulatory takings claims even if a valid exercise of police power (Hurricane Harvey)**
- **Changed from slabs being 1 foot above the 100-year floodplain to 2 feet above the 500- year floodplain**
- **Made the subdivision in question over 75% undevelopable**
- **City argued that since the ordinance was adopted under its police power, and for the National Flood Insurance Program, it could not cause a taking.**

- **Takings Analysis:**

  (1)Passed an ordinance
  (2)That caused
  (3)The property to become undevelopable
  4. for a public use of flood prevention
  5. without paying the owner adequate compensation
  6. and did so intentionally

DRIPPING SPRINGS
Texas

Takings Claims- Flood Ordinance

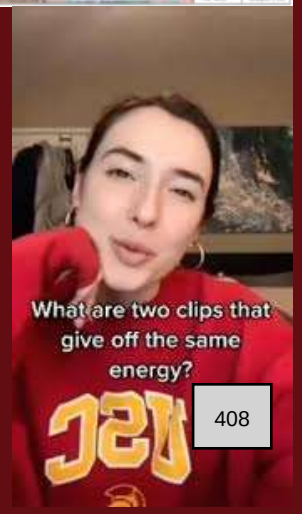
Commons of Lake Houston, Ltd. v. City of Houston, No. 23-0474, 2025 WL 876710 (Tex. Mar. 21, 2025).

- **Texas Constitution requires compensation more often than the U.S. Constitution**
  - **Texas only requires "damage" to the property**
  - **And "damage" can now come from a regulatory taking**



"Indeed, whether a regulation constitutes a valid exercise of the police power—or promotes any other important public policy, purpose, or interest—is simply irrelevant to whether the regulation causes a compensable taking."

Ripeness: City cannot claim the item is unripe due to lack of applying for a permit when the developer tried for years and the City never told the developer it was applying for the wrong permit.



Not a merits decision.

DRIPPING SPRINGS
Texas

Contractual Immunity – Services

Campbellton Rd., Ltd. v. City of San Antonio by & through San Antonio Water Sys., No. 22-0481, 688 S.W.3d 105 (Tex. Apr. 12, 2024).

- **585 Acre development agreement to fund part of the City's Sewer System in exchange for Sewer Capacity—1500 LUEs**
- **Developer paid but did not construct within Agreement's 10-year term**
- **Court of Appeals found no waiver of immunity—not goods/services**
- **Supreme Court held Sewer Contract was enforceable against the City because:**
  - **In Writing**
  - **Essential Terms were listed including payment of Collection Credits towards Impact Fees**
  - **Services were funding construction even if done by a third party: *Kirby Lake Dev. v. Clear Lake City Water Auth.***

-- Broad Expansion of the definition of Services under Chapter 271

Contractual Waiver of Immunity Exists.

DRIPPING SPRINGS
Texas

Land Use

PDT Holdings, Inc. v. City of Dallas, No. 23-0842, 2025 WL 1271688 (Tex. May 2, 2025).



- City affirmatively misrepresented height requirements
  - Multiple meetings with city staff
  - Nothing found online that would have stopped the building
  - City approved the Builder's Plan
- City issued stop work order
  - Inspector noticed parapet roof slightly exceed the 36-foot limitation
  - Builder fixed plan and built the structure at 36 feet – City approved plan
  - City issued another stop work order after the structure was 90% done
    - Separate ordinance (not easily available online and not mentioned by the City) Residential Proximately Slope Ordinance – 26 feet maximum
- Builder applied for variance which BOA denied
- Builder sued under estoppel

Court held that in this case, equitable estoppel was warranted.

Justice and would not stop the City from future enforcement on other projects

DRIPPING SPRINGS Texas

QUESTIONS?

Subdivision Projects				
Subdivision Project Name	**City Limits / ETJ**	**Location**	**Description**	**Status**
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approved w/ Conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved w/ Conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner	Waiting on Resubmittal
SUB2022-0052 Village Grove Phase 1 Construction Plans	CL	Sports Park Rd	Approved- back in review for landscape revisions.	Approved w/ Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting on Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Approved w/ Conditions
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Approved w/ Conditions
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Approved w/ Conditions
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approved w/ Conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting on Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Under Review
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and	Waiting on Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Approved w/ Conditions
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting on Resubmittal
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approved w/ Conditions
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approved w/ Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining three lots into one.	Approved
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting on Resubmittal
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Approved w/ Conditions
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Approved w/ Conditions
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting on Resubmittal
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Approved w/ Conditions
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ	Thurman Roberts Way	13 lots. 10 residential, 2 open space, and 1 private.	Approved w/ Conditions
SUB2024-021 Village Grove Phase 2A Subdivision	CL	Village Grove Parkway	Infrastructure for 64 single family residential lots on 18.206 acres	Waiting on Resubmittal
SUB2024-024 Heritage Phase 4 Subdivision	CL	Sportsplex Drive	115 single family lots on 31.80 acres	Waiting on Resubmittal
SUB2024-025 Village Grove Phase 3 Subdivision	CL	Village Grove Parkway	115 single family lots on 30.04 acres	Waiting on Resubmittal
SUB2024-028 Off Site Waterline Plans for Luna Roya Subdivision	ETJ	Silver Creek Rd	Waterline infrastucture construction plans.	Approved
SUB2024-030 Heritage Phase 3 Final Plat	CL	Sportsplex Drive	164 lot subdivision plat	Waiting on Resubmittal
SUB2024-033 Village Grove Phase 1 Final Plat	CL	Village Grove Parkway	Plat of 1 roadway, 2 water quality ponds, and 1 drainage easement.	Approved w/ Conditions
SUB2024-034 Village Grove Phase 2A Final Plat	CL	Village Grove Parkway	Final plat for 165 single family lots.	Approved w/ Conditions
SUB2024-036 Mitchel Property Preliminary Plat	ETJ	Silver Creek Rd	33 residential lots.	Waiting on Resubmittal
SUB2025-001 Village Grove Phase 2B Final Plat	CL	Village Grove Parkway	262 single family residential lots.	Approved w/ Conditions
SUB2025-002 Lunaroya PH 3 Preliminary Plat	ETJ	13755 Silver Creek Dr	9 single family residential lots.	Waiting on Resubmittal
SUB2025-005 Ewald Kubota Minor Plat	ETJ	3981 E US 290	3.9 acre plat	Waiting on Resubmittal
SUB2025-006 Cannon Ranch Phase 3 and 4 Construction Plans	CL	Rushmore Drive at Lone Peak Way	Public roadways, utilities, and storm drainage infrastructure for 156 residential and 3 open space lots	Waiting on Resubmittal
SUB2025-007 Double L Ranch Reclaimed Water Production Facility and Pump and Haul	ETJ	Northwest of RR 12 and Event Center Dr	Reclaimed water facilty	Waiting on Resubmittal
SUB2025-008 Cannon Ranch Phases 3 & 4 Subdivision Final Plat	CL	Rushmore Drive	3 open space lots and 156 40', 45', or 60' residential lots.	Waiting on Resubmittal
SUB2025-009 Wild Ridge Subdivision Wastewater Treatment Plant Final Plat	CL	Goose Island Dr and Lost Maples Dr	0.8873 acre lot	Under Review
SUB2025-010 Howard Ranch Commercial WW Line	CL	RR 12 and FM 150	Construct Wastewater Service Extension to Howard Ranch Commercial.	Approved
SUB2025-011 Double L Pod A1, A2, A3 Arterial Preliminary Plat	ETJ	Pecos River Xing	Public infrastructure.	Waiting on Resubmittal
SUB2025-012 Double L Pod A3 Preliminary Plat	ETJ	Pecos River Xing	46 residential units.	Waiting on Resubmittal
SUB2025-013 Double L Pod A1 and A2 Preliminary Plat	ETJ	Pecos River Xing	99 residential units.	Waiting on Resubmittal
SUB2025-014 Village Grove Wastewater Treatment Plant	CL	S Rob Shelton Blvd	WWTP for the Village Grove Development.	Under Review
SUB2025-015 Wild Ridge Wastewater Treatment Plant	CL	Goose Island Drive	Phase one of the temporary WWTP.	Waiting on Resubmittal
SUB2025-016 Caliterra Phase 3 Section 10 Amended Plat	ETJ	Caliterra Pkwy at Point Du Hoc	Correct plat to note the streets are private.	Approved
SUB2025-017 Lunaroya Phase 2 Construction Plans	ETJ	Silver Creek Road	28 single family residential lots (minimum 1.5 acre) with on site sewage, paving, utilites, and open space.	Under Review
SUB2025-018 Double L Pod B4 Preliminary Plat	ETJ	153 El Capitan Lp	Plat for 62 residential lots	Under Review
SUB2025-019 Double L Pod B4 Arterial Preliminary Plat	ETJ	153 El Capitan Lp	Single lot plat for arterial road adjacent to pod B4	Under Review
SUB2025-020 Double L Pod A4 and B1 Preliminary Plat	ETJ	843 Pecos River Xing	Plat for 102 residential lots	Under Review
SUB2025-021 Double L Pod A4 and B1 Arterial Preliminary Plat	ETJ	843 Pecos River Xing	Single lot plat for arterial road adjacent to pods A4 and B1	Under Review
Blue rows indicate new applications				

Site Development Projects				
Site Development Project Name	**City Limits / ETJ**	**Location**	**Description**	**Status**
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant.	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed.	Approved w/ Conditions
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality.	Approved w/ Conditions
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond,	Waiting on Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements.	Waiting on Resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of exisiting historic structures, add new construction to tie together the house and garage	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond.	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related	Waiting on Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures.	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ.	Approved w/ Conditions
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code.	Under Review
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of two additional duplexes w/ accompanying site improvments.	Waiting on Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting on Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft warehouse/office buildings.	Waiting on Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking.	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site.	Approved w/ Conditions
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales.	Waiting on Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Waiting on Resubmittal
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting on Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail auto parts store.	Waiting on Resubmittal
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290	Church campus, with worship center, driveways, parking, detention, and park area.	Waiting on Resubmittal
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Waiting on Resubmittal
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility and associated improvements.	Waiting on Resubmittal
SD2024-013 Cowboy Church of the Hill Country	ETJ	207 Darden Hill Road	Construction of a church building and accompanying site improvements.	Under Review
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Approved w/ Conditions
SD2024-020 Lost Lizard	ETJ	10730 FM 967	Four residential accessory structures and gravel parking.	Waiting on Resubmittal
SD2024-021 Genesis City - Glamping Hotel	ETJ	113 Concorde Circle	One main building with 9 cabins, and parking.	Waiting on Resubmittal
SD2024-022 Stephenson Building Addition and Parking Improvements	CL	101 Old Fitzhugh Rd	Phase 1:Stephenson building addition. Phase 2: parking lot improvements.	Approved w/ Conditions
SD2025-002 Ewald Kubota	ETJ	3981 E US 290	Kubota sales and service center with customer and display parking.	Under Review
SD2025-003 The Ranch at Caliterra Amenity Center	ETJ	Whiskey Barrel Dr.	Office, bathrooms, remodel pavillion out of an existing barn, pool, pickleball courts, and parking.	Under Review
SD2025-005 Big Sky Ranch Drip Field Addition	CL	Sue Peaks, Lost mine Peak, Apache Mt., Davis Mt.	Installation of additional subsurface drip disposal systems.	Waiting on Resubmittal
SD2025-006 AAA Storserv Dripping Springs LLC Phase 2	CL	1300 E US 290	Expansion of developed area including buildings, drives and parking.	Waiting on Resubmittal

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2025-007 Caster Studios Phase 2	CL	271 Sports Park Road	Adding two buildings to existing site, with parking, detention, rain water harvesting, and sidewalk.	Under Review
SD2025-009 Gracie Barra Dripping Springs Expansion	ETJ	261 Frog Pond Lane	Existing 2432 sq ft building w/ parking; adding 2354 sq ft space with grading and drainage improvements.	Under Review
SD2025-008 Driftwood Utility Access Corridor	ETJ	FM 967 and RM 1826	Joint use access easement that will tunnel under existing TxDOT ROW.	Under Review
Blue rows indicate new applications				

In Administrative Completeness	Filing Date
ADMIN2025-021 Driftwood Ranch Clubhouse	13-Aug
ADMIN2025-022 427 Creek Road Zoning Amendment	22-Aug