

KAUFMAN COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-D

TO: THE BOARD OF DIRECTORS OF KAUFMAN COUNTY FRESH WATER SUPPLY DISTRICT NO. 1-D AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given pursuant to V.T.C.A., Government Code §551, that the Board of Directors of Kaufman County Fresh Water Supply District No. 1-D (“District”) will hold a public meeting on **Thursday, June 25, 2026 at 10:00 a.m. at Inframark, 9558 Helms Trail, Suite 100, Forney, Texas 75126**, an office located outside the boundaries of the District for the following purposes:

1. Call to order;
2. Public comments and communication;
3. Review and approve Minutes of May 28, 2026, Board of Directors meeting;
4. Consider patrol activity report;
5. Hear report from Triton Consulting Group and authorize any action as may be necessary;
6. Hear report from Financial Advisor;
7. Consider review and accept engineer’s report, and take any action in connection therewith;
 - a. Status of construction projects;
 - b. Consider authorizing preparation of construction plans and specifications;
 - c. Consider approval of construction plans and specifications;
 - d. Consider approval of advertising for bids for contract(s);
 - e. Consider approval of award of construction contract(s);
 - f. Consider review and accept easements;
 - g. Consider approval of contractor pay estimates/engineering fee statements;
 - h. Consider acceptance of completion; authorize final acceptance of facilities;
 - i. Consider approval of repair and/or maintenance of District facilities; and
 - j. Consider approval of repair or replacement of guardrail.
8. Consider review and approve contract by and between the District and BrightView Landscape Services, Inc. for drainage maintenance;
9. Consider review and approve operator’s report and take any action necessary or appropriate regarding utility accounts and communication;
10. Review and approve Amended Rate Order;
11. Hear report from developer and take any action in connection with plat approval, reimbursement agreements or assignments thereunder, or other development related items;
12. Consider review and approve bookkeeping and tax collection reports, and take any action on

bookkeeping related matters including quarterly investment reports; investment recommendations; new account related matters, updated list of designated banks; revisions to engagement letter for bookkeeping services; and authorize release of checks;

13. Discuss tentative date for next meeting; and
14. Adjournment.

Dated: June 18, 2026.



KAUFMAN COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1-D

A handwritten signature in blue ink, appearing to read "Ross S. Martin".

Ross S. Martin, Attorney for the District

The Board of Directors may enter into Executive Session, if necessary and appropriate, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, the Texas Open Meetings Act, on any matter that may come before the Board. No action, decision or vote on any subject or matter may be taken unless specifically listed on the agenda for this meeting.

**Minutes of Meeting
Board of Directors
Kaufman County Fresh Water Supply District No. 1-D**

May 28, 2026

The Board of Directors (the “Board”) of Kaufman County Fresh Water Supply District No. 1-D (the “District”) met in regular session by open to the public on Thursday, May 28, 2026 at 10:00 a.m., at Inframark, 9558 Helms Trail, Suite 100, Forney, Texas 75126, an official meeting place outside the boundaries of the District. The roll was called of the members of the Board, to wit:

Neima Gas	President
Jasmine Sosa	Vice President
Shena D. Mitchell	Secretary
VACANT	Treasurer/Asst. Secretary
Robert (Bo) Branyan	Assistant Secretary

All Directors were present at the meeting. The following individuals were also present: Mr. Steven Cook and Mr. John Kirk of Pillar Income Asset Management, developer within the District; Mr. Caether Crutsinger of Triton Consulting Group, Inc.; Ms. Ariel Britt and Ms. Lisa Soward of Inframark; Mr. Jason Frey, P.E. and Mr. David Lacy, P.E. with BGE, Inc. the District’s engineer; Ms. Kerry Toverly of Dye & Toverly, LLC, the District’s Bookkeeper; Kaufman County Constable Jerry Kitchens; Ms. Sarah Landiak, attorney, and Ms. Genny Lutzel, paralegal, of Winstead PC, the District’s attorney. Mr. Jon Van Hoosier, P.E. of LJA Engineering and Mr. Bryant Caswell, P.E. of BGE Inc. participated by audio conference.

1. The meeting was called to order at 10:02 a.m.
2. The Board opened the meeting to public communications and comment. Hearing none, Director Gas moved that the Board close the public comment session of the meeting. Director Branyan seconded the motion, which carried unanimously.
3. Consideration was next given to the receipt of Statement of Officer and Oath of Office forms from newly-elected Director Neima Gas. Ms. Landiak confirmed receipt of said forms. No formal action was taken by the Board.
4. Consideration was next given to the reorganization of the Board of Directors. No formal action was taken by the Board.
5. Consideration was next given to the draft Minutes of the April 23, 2026, Board of Directors meeting. Following a discussion, Director Gas moved that the Board approve the minutes as presented. Director Branyan seconded said motion, which carried unanimously.
6. Consideration was next given to the patrol activity report, a copy of which is attached hereto as Exhibit “A”. The Board received an update from Constable Kitchens regarding safety lights at school crossing zones, noting that they will be activated and monitored remotely

during the school year. Next, he provided an update on the Constable's focus on additional patrols to address increased criminal behavior among juvenile offenders, including use of firearms. The Board expressed their appreciation for the additional oversight. No formal action was taken by the Board.

7. Consideration was next given to a communications consultant report, a copy of which is attached hereto as Exhibit "B". Mr. Crutsinger summarized updates to the District's website. He then reviewed a proposal to monitor utility customer water usage above 15,000 gallons or more each month to notify account holders to review water lines for leaks or related maintenance. The estimated monthly fee to monitor accounts is \$94.00 to \$100. Following a discussion, the Board requested a review of accounts by Inframark to determine the need for additional services to be provided by Triton Communications. No formal action was taken by the Board.

8. In the absence of a financial advisor, no report was heard.

9. Consideration was next given to the Engineer's Report, a copy of which is attached hereto as Exhibit "C". Mr. Frey and Mr. Lacy summarized the status of 2025 Capital Improvement Programs. The Board next reviewed an invoice from Consolidated Traffic Controls, Inc. in the amount of \$15,113.00 to allow remote access to operate school zone signage devices. Finally, the Board reviewed a proposal for guardrail repair work along Windmill Farms Boulevard from Site Barricades in the amount of \$5,550.00.

The Board next reviewed a proposal for guardrail repair work located on Windmill Farms Boulevard in the amount of \$5,550.00.

Next, the Board recognized Mr. John Van Hoosier of LJA Engineering by audio conference to present a Comprehensive Evaluation of the Kaufman County Fresh Water Supply District No. 1-A water treatment plant dated April 24, 2026, a copy of which is attached hereto as Exhibit "D".

Following a discussion, Director Gas moved that the Board (i) approve the Engineer's report to include the invoice from Consolidated Traffic Controls, Inc. in the amount of \$15,113.00; (ii) approve the proposal from Site Barricades for guardrail repair work in the amount of \$5,550.00; and (iii) authorize District consultants to review the water treatment plant evaluation report to draft a five-year plan to address recommended maintenance and repair items as set forth within the report. Director Branyan seconded said motion, which carried unanimously.

10. Consideration was next given to the Operator's Report, a copy of which is attached hereto as Exhibit "D". Ms. Britt reviewed the report and draft 2025 Drinking Water Quality Report with the Board. Following a discussion, Director Gas moved that the Board (i) approve the Operator's report; and (ii) authorize release of the 2025 Drinking Water Quality Report pending review by District counsel. Director Branyan seconded said motion, which carried unanimously.

11. Consideration was next given to the review and approval of an Amended Rate Order. The Board deferred action on the matter.

12. Consideration was next given to the developer's report. The Board recognized Mr. Steven Cook. Director Gas requested assistance from the developer to ensure routine maintenance of right-of-way property within the District, citing missed cycles which have resulted in overgrown and unkept appearances in open spaces. Mr. Cook will address the matter to confirm timing of maintenance services. No formal action was taken by the Board.

13. Consideration was next given to the bookkeeper's report. The Board reviewed the summary Bookkeeper's Report as detailed in Exhibit "E". Next, Ms. Toverly provided an overview of disbursements requiring Board approval.

The Board next reviewed the Joint Utility Facilities and Operations account report, a copy of which is attached hereto as Exhibit "F".

Following a discussion, Director Gas moved that the Board (i) approve the Bookkeeper's reports; and (ii) authorize disbursement of funds as reflected on the report. Director Branyan seconded said motion, which carried unanimously.

14. Consideration was next given to the District's insurance policy renewal, a copy of the summary page is attached hereto as Exhibit "G". Following a discussion, Director Gas moved that the Board approve said renewal. Director Branyan seconded said motion, which carried unanimously.

15. Next Meeting Date. Upon motion duly made, seconded, and unanimously carried, the Board scheduled the next regular meeting of the Board of Directors for Thursday, June 25, 2026 at 10:00 a.m. at 9558 Helms Trail, Suite 100, Forney, Texas 75126.

[SIGNATURE PAGE FOLLOWS]

After noting no further business to come before the Board, and upon motion duly made, seconded, and unanimously carried, the Board adjourned the meeting at 11:15 a.m.

APPROVED AND ADOPTED this 25th day of June, 2026.

Secretary

(DISTRICT SEAL)

DRAFT



Communications Report

Kaufman Co. FWSD 1-D

Meeting Date:

June 2026

Prepared by:

Caether Cruetsinger

caether@tritoncg.com



Open District Projects

None

Action Items

None



Welcome to Windmill Farms Districts



Monthly KPI Dashboard

Below are the District site's recent 30-day key performance indicators.

DISTRICT WEBSITE PLATFORM			
<input checked="" type="checkbox"/> PremierSite™	CompliantPlus™	CompliantLite™	Legacy*
Domain: wfdistricts.com		.Gov domain: INACTIVE	
Key Metric	Current	Change	
Views	2,990	+679	
Visitors	807	-9	
Avg Visit	15s	+0s	

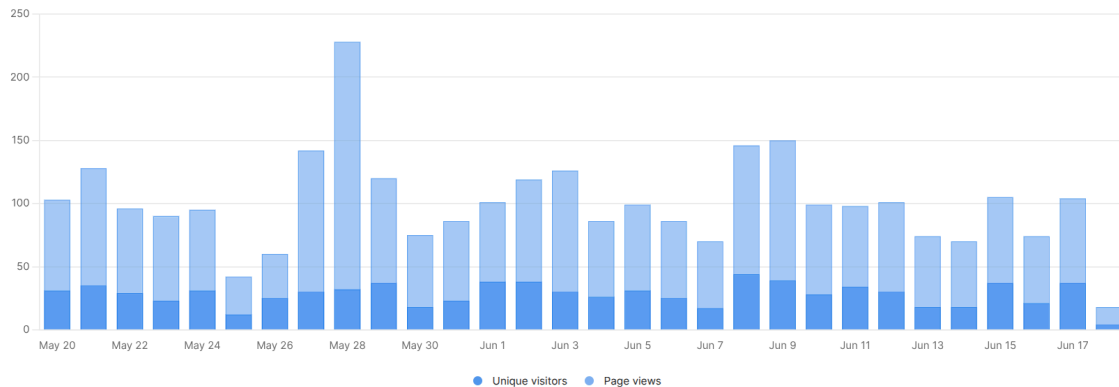
*Legacy platforms do not support all current features

TOP PAGES	NEW POSTS
Documents - 2,060 views Homepage - 504 views Contact Us - 61 views Pay My Bill - 61 views FAQ - 36 views	<ol style="list-style-type: none"> 1. Prep for Heat & Storm Readiness 2. Notice of Temporary Park Closure 3. Storm and Drain Readiness 4. Notice of Annual Water System Maintenance

▲ wfdistricts

2.99k Views +679
 807 Visitors -9
 43% Bounce rate -13%
 15s Average visit time

+ Filter < > Last 30 days



www.tritoncg.com

RESIDENT INTERACTION PLATFORM			
SharePlus™	ShareStd™	<input checked="" type="checkbox"/> ShareLite™	Webform Only ¹
Key Metric	Current	Prior Month	
Active Tickets*	2	2	
Closed Tickets*	2	0	
ACTIVE TICKET DETAILS*			
Other		Drainage	
Lights		Water	
Roads		Landscape	
Signs		Lakes	
WEBFORM ONLY INQUIRIES RECEIVED**			N/A

*For Share™ ticket details, see supplemental Share™ Report

**For Webform inquiry details, see supplemental Resident Inquiries report.

¹Webform Only does not support all platform features

RESIDENT NOTIFICATION PLATFORM		
<input checked="" type="checkbox"/> AlertsPlus™	AlertsBasic™	<input checked="" type="checkbox"/> High Speed Upgrade
Key Metric	SMS	Email
Kaufman 1B	544 (+0)	573 (+0)
Kaufman 1C	1,299 (+0)	1,329 (+0)
Kaufman 1D	974 (+0)	683 (+0)
ALERTS SENT	MESSAGE	
0		





ENGINEER'S REPORT

Date: June 25, 2026

To: Kaufman County Freshwater Supply District No. 1-D

From:

A handwritten signature in blue ink, appearing to read "B. Caswell".

Bryant Caswell, P.E.
BGE/District Engineer

-
- Consider review and acceptance of engineer's report, and the taking of any action in connection therewith:
 - a. Status of construction projects within the District;
 - 2025 CIP Repairs:
 - In progress:
 - Project is scheduled for completion by mid-July pending additional wet weather.
 - The drainage repair behind 6A is in progress.
 - Repairs along Windmill Farms Boulevard are in progress.
 - Complete:
 - Street name blades have been installed.
 - All sanitary sewer repairs have been completed, including inspections.
 - Drainage repairs at Windmill Farms Boulevard and Sahara are complete.
 - Repairs at Bozeman Drive and Coachwhip Lane are complete.
 - Striping on Falcon Way and Irongate is complete.
 - School Zone Flashing Signs Remote Changes: Initial work has been completed, however, additional repairs have been recommended by the contractor for a total of \$864.00 as attached.
 - b. Consider authorizing preparation of construction plans and specifications;
 - None
 - c. Consider approval of construction plans and specifications;
 - None
 - d. Consider approval of advertising for bids for contract(s);
 - None
 - e. Consider approval of award of construction contract(s);
 - None

- f. Consider review and accept easements;
 - None

- g. Consider approval of contractor pay estimates/engineering fee statements & change orders;
 - BGE received the attached Pay Application No. 8 from LF Miller Construction in the amount of \$34,600.50 for the 2025 CIP Repairs.
ACTION ITEM: Approval of payment of Pay Application No. 8.

 - BGE received the attached Invoice No. 9769915 from Brightview Landscape Services in the amount of \$7,952.58 for drainage / landscape maintenance.
ACTION ITEM: Approval of payment of Invoice No. 9769915.

 - BGE received the attached Invoice No. 9807189 from Brightview Landscape Services in the amount of \$7,952.58 for drainage / landscape maintenance.
ACTION ITEM: Approval of payment of Invoice No. 9807189.

- h. Consider acceptance of certificate of completion; authorize final acceptance of facilities.
 - None

- i. Authorize and/or ratify repair and maintenance of District facilities as necessary:
 - Guardrail on Windmill Farms Boulevard: Awaiting schedule for work.

 - Damaged Streetlights on Irongate Boulevard: Awaiting completion timeline from Farmers Electric.

 - WTP Assessment: Item for discussion. BGE has discussed our comments with LJA. A supplemental letter will be issued with a breakdown in yearly costs.

 - Drainage Maintenance Contract: Brightview is requesting renewal of the drainage contract for the next year, starting in April. The proposed contract cost is \$95,430.96. There is no cost increase proposed.

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.: PE-05-21	Date Prepared: 6/15/2026
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.					
Buying Agency:	Kaufman County PCT2		Contractor:	Consolidated Traffic Controls, Inc.	
Contact Person:	Lieutenant William Jones		Prepared By:	Brandon Graham	
Phone:	469-376-4610		Phone:	800-448-8841	
Fax:	BG1279		Fax:	800-448-8850	
Email:	william.jones@kaufmancounty.net		Email:	Brandon.Graham@ctc-traffic.com	
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment				
General Description of Product:	Traffic Control Equipment				
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary					
1-D Board Flasher Repairs- Ped Crossing Missing on South Side Flasher @ Smith Intermediate School					
Line Number	Quan	Description		Unit Pr	Total
505	1	PNS10-S1S2-1-LGK S2-1 School Pedestrian Sign Left WITH Lines (36"x36") Fluorescent Yellow Green (FLYG) DC		\$ 354.00	\$ 354.00
3185	2	CTCINSTALL Second Man (Include Both Drive and On Site time)		\$ 180.00	\$ 360.00
3187	2	CTCINSTALLBUC Bucket Truck Upcharge (Include Both Drive and On Site Time)		\$ 75.00	\$ 150.00
Total From Other Sheets, If Any:					
Subtotal A:					\$ 864.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)					
Quan	Description			Unit Pr	Total
					\$ -
					\$ -
					\$ -
					\$ -
Total From Other Sheets, If Any:					
Subtotal B:					\$ -
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.				For this transaction the percentage is:	0%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges					
Quan	Description			Unit Pr	Total
					\$ -
					\$ -
Subtotal C:					\$ -
Delivery Date: 30 to 45 Days ARO			D. Total Purchase Price (A+B+C): \$ 864.00		



June 17, 2026

Kaufman County Fresh Water Supply District No. 1-D
c/o Mr. Ross Martin, General Counsel Winstead, P.C.
2728 N. Harwood St., Suite 500
Dallas, Texas 75201

Re.: Construction of CIP 2025 Repairs for Kaufman County FWSD No. 1-D
Contractor Pay Request: LF Miller Construction

Dear Board of Directors:

Attached is the Contractors Pay Request as summarized below for the referenced project, which was received from the Contractor on June 15, 2026.

Payment request no.:	8
Payment request date:	June 15, 2026
Payment this request:	\$34,600.50
Payment percentage this estimate:	10.73%
Total revised contract amount:	\$322,412.95
Completion % this estimate:	60.75%
Total payment % this estimate:	54.68%

We have reviewed the pay request and with our Field Project Representative and find it to be in order. Therefore, we recommend payment to the Contractor for the work performed through the date above in the amount requested.

If you have any questions, please feel free to contact me.

Sincerely,

Bryant Caswell, P.E.
BGE/District Engineer

Attachments

cc: Mr. Luke Miller, LF Miller Construction
Mr. Ross Martin, Winstead, P.C.
Mrs. Kerry Tovery, Dye & Tovery, LLC
File



1-D CIP 2025 Repairs

To (Owner):	Kaufman County FWSD No. 1-D	From (Contractor):	L.F. Miller Construction	Application Number:	8
Owner's Contact:	John Johnson	Contractor Contact:	Luke Miller	Application Date:	6/15/2026
Owner's Contract No:		Contract:		Application Period:	4/11/2026
Project:	CIP 2025 Repairs	BGE Job No.:	3454-36		6/15/2026

Change Order Summary				
Approved Change Orders Number (##)	Additions		Deductions	
	Cost (\$)	Calendar Days	Cost (\$)	Calendar Days
1	\$ 13,300.00	0		
2	\$ 7,975.00			
3	\$ 1,350.00			
4	\$ 41,882.95			
TOTALS	\$ 64,507.95	0	\$ -	0
NET CHANGE ORDERS	\$ 64,507.95	0	\$ -	0
ADDITIONAL CONTRACT DAY(S)		0		

1. ORIGINAL CONTRACT PRICE	\$ 257,905.00
2. Net change by Change Orders	\$ 64,507.95
3. Current Contract Total (Line 1 ± 2)	\$ 322,412.95
4. TOTAL COMPLETED AND STORED TO DATE (Page 3, Column M)	\$ 195,872.95
5. APPLICATION RETAINAGE:	
a. 10 % x Work Completed	\$ 19,587.30
b. 10 % x Stored Materials (Page 2 - Part 4)	\$ -
c. Total Retainage (5a + 5b)	\$ 19,587.30
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 176,285.66
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 141,685.16
8. AMOUNT DUE THIS APPLICATION	\$ 34,600.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - 4 ± 5c)	\$ 146,127.30

ORIGINAL CONTRACT DAYS:	180
REVISED CONTRACT DAYS:	
DAYS THIS PERIOD:	66
TOTAL TIME CHARGED:	257
TOTAL DAYS REMAINING:	-77

Recommended for Approval: \$ 34,600.50

Contractor: Luke Miller Date: 6-17-26
 Luke F. Miller
 LF Miller

Engineer: Bryant Caswell Date: 6/17/2026
 Bryant Caswell, P.E.
 BGE, Inc.
 TBPE Registration No. F-1046



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
SECTION A : DRAINAGE											
#10041 - Windmill Farms Blvd and Sahara Dr (Map Sheet F8)											
1.	Grade to drain as necessary and directed by engineer. (Includes compaction of in situ soil to 95% of standard proctor ASTM 698, all labor, materials, and equipment to perform and finish, complete and in place.)	25.00	SY	\$ 100.00	\$ 2,500.00	0.00	\$ -	25.00	\$ 2,500.00	25.00	\$ 2,500.00
2.	Install bermuda sod, complete in place, as directed by the engineer. (Includes: watering and sufficient turf establishment by any means necessary)	25.00	SY	\$ 20.00	\$ 500.00	0.00	\$ -	25.00	\$ 500.00	25.00	\$ 500.00
					SUBTOTAL	\$ 3,000.00		\$ -	\$ 3,000.00		\$ 3,000.00
#10193 - (Map Sheet G9)											
3.	Remove overgrowth and trash as necessary to clear drainage way and as directed by engineer. (Includes all labor, materials, equipment to perform and finish, complete and in place.)	200.00	SY	\$ 25.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
4.	Remove and reuse existing rip rap as directed by engineer. (Includes all labor, materials, equipment to perform and finish, complete and in place.)	70.00	SY	\$ 150.00	\$ 10,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.	Install 18-24" rock rip rap as necessary and directed by engineer (Includes geotextile filter fabric, all labor, materials, and equipment to perform and finish, complete and in place.)	230.00	SY	\$ 275.00	\$ 63,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
6.	Remove check dam. (Includes all labor, materials, equipment to perform and finish, complete and in place.)	1.00	EA	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
7.	Reestablish drainage ditch with 10' bottom and 3:1 side slopes as directed by engineer. (Includes all labor, materials, equipment to perform and finish, complete and in place.)	138.00	LF	\$ 80.00	\$ 11,040.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
8.	Remove and replace 5 strand barbwire fence (Includes all labor, materials, equipment to perform and finish, complete and in place.) (Includes temporary fencing to retain cattle during construction.)	40.00	LF	\$ 25.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
					SUBTOTAL	\$ 92,290.00		\$ -	\$ -		\$ -
#10194 - (Map Sheet F9)											
9.	Remove overgrowth and trash as necessary to clear drainage way and as directed by engineer (Includes all labor, materials, equipment to perform and finish, complete and in place.)	200.00	SY	\$ 15.00	\$ 3,000.00	200.00	\$ 3,000.00	0.00	\$ -	200.00	\$ 3,000.00
					SUBTOTAL	\$ 3,000.00		\$ 3,000.00	\$ -		\$ 3,000.00



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10197 - Windmill Farms Blvd (Map Sheet E7)											
10.	Backfill soil, complete in place. (Includes all labor and equipment required to transport and place on-site in situ like material compacted to 95% of standard proctor ASTM 698.)(All disturbed areas to be resored as directed by engineer.)	175.00	CY	\$ 55.00	\$ 9,625.00	0.00	\$ -	175.00	\$ 9,625.00	175.00	\$ 9,625.00
11.	Install erosion control blanket as necessary and directed by engineer (Includes all labor, seeding, watering, materials, equipment to perform and finish, complete in place)	350.00	SY	\$ 3.00	\$ 1,050.00	350.00	\$ 1,050.00	0.00	\$ -	350.00	\$ 1,050.00
12.	Grade to drain as necessary and directed by engineer (Includes compaction of in situ soil to 95% of standard proctor ASTM 698, all labor, materials, and equipment to perform and finish, complete and in place.)	180.00	LF	\$ 50.00	\$ 9,000.00	0.00	\$ -	180.00	\$ 9,000.00	180.00	\$ 9,000.00
13.	Furnish and install TxDOT JCTBOX(COMPL)(PJB)(3FTX3FT) with Type INLET(COMPL)(PSL)(FG)(3FTX3FT) grate inlet with 2FT concrete apron.(Includes all labor, materials, and equipment to perform and finish, complete in place.)	1.00	LS	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00
14.	Install 30" RCP (Includes all labor, materials, and equipment to connect to existing 54" RCP as directed by engineer, complete in place.)	24.00	LF	\$ 90.00	\$ 2,160.00	24.00	\$ 2,160.00	0.00	\$ -	24.00	\$ 2,160.00
					SUBTOTAL		\$ 10,210.00		\$ 18,625.00		\$ 28,835.00
#10198 - Windmill Farms Blvd (Map Sheet E7)											
15.	Backfill soil, complete in place. (Includes all labor and equipment required to transport and place on-site in situ like material compacted to 95% of standard proctor ASTM 698.)(All disturbed areas to be resored as directed by engineer.)	25.00	CY	\$ 55.00	\$ 1,375.00	25.00	\$ 1,375.00	0.00	\$ -	25.00	\$ 1,375.00
16.	Install 8-12" rock rip rap as necessary and directed by engineer (Includes geotextile filter fabric, all labor, materials, and equipment to perform and finish, complete and in place.)	80.00	SY	\$ 275.00	\$ 22,000.00	80.00	\$ 22,000.00	0.00	\$ -	80.00	\$ 22,000.00
17.	Remove silt from existing storm RCP and headwall (Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
18.	Install erosion control blanket as necessary and directed by engineer (Includes all labor, seeding, watering, materials, equipment to perform and finish, complete in place)	120.00	SY	\$ 3.00	\$ 360.00	120.00	\$ 360.00	0.00	\$ -	120.00	\$ 360.00
					SUBTOTAL		\$ 23,735.00		\$ 2,500.00		\$ 26,235.00
#10204 - Goodspring Ln and Bozeman Dr (Map Sheet F5)											
19.	Install flowable fill as needed for support under existing paving (Includes all labor, materials, equipment to perform and finish, complete in place.)	40.00	CY	\$ 300.00	\$ 12,000.00	0.00	\$ -	10.00	\$ 3,000.00	10.00	\$ 3,000.00
20.	Backfill soil, complete in place. (Includes all labor and equipment required to transport and place on-site in situ like material compacted to 95% of standard proctor ASTM 698.)(All disturbed areas to be resored as directed by engineer.)	110.00	CY	\$ 55.00	\$ 6,050.00	0.00	\$ -	110.00	\$ 6,050.00	110.00	\$ 6,050.00
21.	Install polypropylene geotextile turf reinforcement mat as necessary and directed by engineer (Includes all labor, materials, equipment to perform and finish, complete in place)(Propex Pyramat 75 or approved equal.)	200.00	SY	\$ 3.00	\$ 600.00	0.00	\$ -	200.00	\$ 600.00	200.00	\$ 600.00
					SUBTOTAL		\$ -		\$ 9,650.00		\$ 9,650.00



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10206 - Coachwhip Ln and Bozeman Dr (Map Sheet F5)											
22.	Backfill soil, complete in place. (Includes all labor and equipment required to transport and place on-site in situ like material compacted to 95% of standard proctor ASTM 698.)(All disturbed areas to be resored as directed by engineer.)	35.00	CY	\$ 55.00	\$ 1,925.00	0.00	\$ -	35.00	\$ 1,925.00	35.00	\$ 1,925.00
23.	Install polypropylene geotextile turf reinforcement mat as necessary and directed by engineer (Includes all labor, materials, equipment to perform and finish, complete in place)(Propex Pyramat 75 or approved equal.)	70.00	SY	\$ 3.00	\$ 210.00	0.00	\$ -	70.00	\$ 210.00	70.00	\$ 210.00
					SUBTOTAL	\$ 2,135.00	\$ -	\$ 2,135.00	\$ -	\$ 2,135.00	\$ 2,135.00
					TOTAL - SECTION A	\$ 174,145.00	\$ 36,945.00	\$ 35,910.00	\$ -	\$ 72,855.00	\$ -
SECTION B - PAVING											
#10078 - Falcon Way (Map Sheet I3)											
24.	Remove and replace curb and gutter (Includes: doweling into the existing pavement, redwood expansion joints, saw cut and seal all construction joints with hot pour rubber)	12.00	LF	\$ 100.00	\$ 1,200.00	0.00	\$ -	12.00	\$ 1,200.00	12.00	\$ 1,200.00
					SUBTOTAL	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00
#10153 - Villegas Way (Map Sheet M5)											
25.	Remove and replace 36" reinforced concrete curb and gutter section as directed by the engineer. (Includes: standard and mountable curb, doweling into the existing pavement, #4 rebar, redwood expansion joints, saw cut and seal all construction joints with hot pour rubber.)	30.00	LF	\$ 100.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
26.	(Includes: removal and disposal of existing subgrade, proof-rolling, mixing stabilizer or scarifying and compaction to 95% of standard proctor, ASTM D 698)	11.00	SY	\$ 90.00	\$ 990.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
27.	driveway detail, as directed by the engineer. (Includes: compaction of in situ soil to 95% of standard proctor ASTM 698, doweling into the existing sidewalk and pavement, #4 rebar on 18" centers,	2.00	SY	\$ 250.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
28.	Install 6" N-12 slotted aluminum drain (Includes all fittings, labor, materials, equipment to perform and finish, complete in place) (ADS Duraslot Slotted Drain Pipe or approved equal.)	10.00	LF	\$ 300.00	\$ 3,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
29.	Install 6" dual-wall corrugated polyethylene pipe (Includes all fittings, labor, materials, equipment to perform and finish, complete in place) (ADS Duraslot Slotted Drain Pipe or approved equal.)	40.00	LF	\$ 50.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
30.	Core existing curb inlet and connect polyethylene drain pipe (Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	LS	\$ 1,700.00	\$ 1,700.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
31.	Remove and replace 6" reinforced concrete pavement AS NEEDED and directed by the engineer. (Includes: curb, pavement markings, doweling into the existing pavement, #4 rebar on 24" centers, redwood expansion joints, saw cut and seal all construction joints with hot pour rubber.)	3.00	SY	\$ 250.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
32.	Install bermuda sod, complete in place, as directed by the engineer. (Includes: watering and sufficient turf establishment by any means necessary)	8.00	SY	\$ 20.00	\$ 160.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
					SUBTOTAL	\$ 12,100.00	\$ -	\$ -	\$ -	\$ -	\$ -



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10187 - Windmill Farms Blvd and Chico Dr (Map Sheet M6)											
33.	Remove and replace 18" reinforced concrete curb and gutter section as directed by the engineer. (Includes: standard and mountable curb, doweling into the existing pavement, #4 rebar, redwood expansion joints, saw cut and seal all construction joints with hot pour rubber.)	12.00	LF	\$ 100.00	\$ 1,200.00	0.00	\$ -	12.00	\$ 1,200.00	12.00	\$ 1,200.00
					SUBTOTAL \$		\$ -	\$ 1,200.00		\$ 1,200.00	
					TOTAL - SECTION B \$		\$ -	\$ 1,200.00		\$ 1,200.00	
SECTION C - SANITARY SEWER											
#10114 - Pyramid Dr and Stardust Dr (Map Sheet K3)											
34.	Repair leaking joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
35.	Clean and grout the grade rings of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL \$		\$ -	\$ 2,420.00		\$ 2,420.00	
#10117 - Black Canyon Dr and Salers Way (Map Sheet L3)											
36.	Repair leaking joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
					SUBTOTAL \$		\$ -	\$ 1,650.00		\$ 1,650.00	
#10118 - Black Canyon Dr and Stardust Way (Map Sheet L3)											
37.	Repair leaking joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
38.	Remove debris from manhole (Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	LS	\$ 550.00	\$ 550.00	0.00	\$ -	1.00	\$ 550.00	1.00	\$ 550.00
					SUBTOTAL \$		\$ -	\$ 2,200.00		\$ 2,200.00	
#10120 - Dunes Dr (Map Sheet K3)											
39.	Repair throat separation as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
40.	Clean and grout the throat of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL \$		\$ -	\$ 2,420.00		\$ 2,420.00	
#10121 - Black Canyon Drive (Map Sheet K4)											
41.	Repair leaking throat, joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
					SUBTOTAL \$		\$ -	\$ 1,650.00		\$ 1,650.00	



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Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10122 - Irongate Blvd and Salers Way (Map Sheet L3)											
42.	Repair leaking throat, joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
43.	Remove debris from manhole (Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	LS	\$ 550.00	\$ 550.00	0.00	\$ -	1.00	\$ 550.00	1.00	\$ 550.00
44.	Clean and grout the grade rings of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL	\$ 2,970.00	\$ -	\$ 2,970.00	\$ -	\$ 2,970.00	\$ 2,970.00
#10125 - Beefmaster Ct and Aberdeen Dr (Map Sheet L4)											
45.	Locate and reset the existing sanitary sewer manhole to 2 FT above grade. (Includes: grade rings and non-shrink grout.)	1.00	EA	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00
					SUBTOTAL	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
#10126 - Beefmaster Ct and Saddleback Way (Map Sheet L4)											
46.	Repair leaking joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
47.	Clean and grout the throat of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL	\$ 2,420.00	\$ -	\$ 2,420.00	\$ -	\$ 2,420.00	\$ 2,420.00
#10128 - Shorthorn Way and Saddleback Way (Map Sheet L5)											
48.	Clean and grout the throat of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL	\$ 770.00	\$ -	\$ 770.00	\$ -	\$ 770.00	\$ 770.00
#10133 - Chico Dr (Map Sheet M4)											
49.	Clean and grout the throat of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL	\$ 770.00	\$ -	\$ 770.00	\$ -	\$ 770.00	\$ 770.00
#10134 - Chico Dr and Boran Dr (Map Sheet M4)											
50.	Clean and grout the throat of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL	\$ 770.00	\$ -	\$ 770.00	\$ -	\$ 770.00	\$ 770.00
#10150 - Killam Rd and Boran Dr (Map Sheet N5)											
51.	Clean and grout the throat of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL	\$ 770.00	\$ -	\$ 770.00	\$ -	\$ 770.00	\$ 770.00



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Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10151 - Villegas Way and Killam Rd (Map Sheet N5)											
52.	Repair leaking joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	1650 \$	1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
53.	Clean and grout the grade rings of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	770 \$	770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL \$		\$ -		\$ 2,420.00		\$ 2,420.00
#10156 - Angus Dr (Map Sheet M5)											
54.	Repair leaking joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform and finish complete in place. Avanti AV-202 or approved equal.)	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
55.	Clean and grout the grade rings of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL \$		\$ -		\$ 2,420.00		\$ 2,420.00
#10165 - Chillingham Dr (Map Sheet L5)											
56.	Repair leaking joints, cracks, and or connections as directed by engineer. (Includes all labor, materials, and equipment to perform	1.00	LS	\$ 1,650.00	\$ 1,650.00	0.00	\$ -	1.00	\$ 1,650.00	1.00	\$ 1,650.00
57.	Clean and grout the grade rings of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials,	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL \$		\$ -		\$ 2,420.00		\$ 2,420.00
#10181 - Old Bridge Way (Map Sheet F8)											
58.	Remove debris from manhole (Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	LS	\$ 550.00	\$ 550.00	0.00	\$ -	1.00	\$ 550.00	1.00	\$ 550.00
59.	Clean and grout the throat of the existing sanitary sewer manhole with non-shrink grout.(Includes all labor, materials, equipment to	1.00	EA	\$ 770.00	\$ 770.00	0.00	\$ -	1.00	\$ 770.00	1.00	\$ 770.00
					SUBTOTAL \$		\$ -		\$ 1,320.00		\$ 1,320.00
					TOTAL - SECTION C \$		\$ 1,500.00		\$ 27,390.00		\$ 28,890.00
SECTION D - SIGNAGE											
#10051 - Jersey Way and Trinchera St (Map Sheet K5)											
60.	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
61.	New street name blade (Includes single and double sided.)	2.00	EA	\$ 150.00	\$ 300.00	0.00	\$ -	2.00	\$ 300.00	2.00	\$ 300.00
62.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL \$		\$ -		\$ 985.00		\$ 985.00



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Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10087 - Pembroke Dr and Pitchfork Way (Map Sheet M4)											
63.	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
64.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 685.00	\$ -	\$ 685.00	\$ 685.00	\$ 685.00	\$ 685.00
#10091 - Chillingham Dr and McCoy Rd (Map Sheet M5)											
65.	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
66.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 685.00	\$ -	\$ 685.00	\$ 685.00	\$ 685.00	\$ 685.00
#10095 - Chillingham Dr and Hereford Dr (Map Sheet L5)											
67.	double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
68.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 685.00	\$ -	\$ 685.00	\$ 685.00	\$ 685.00	\$ 685.00
#10099 - Windmill Farms Blvd and Charleston Dr (Map Sheet G8)											
69.	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
70.	New street name blade (Includes single and double sided.)	2.00	EA	\$ 150.00	\$ 300.00	0.00	\$ -	2.00	\$ 300.00	2.00	\$ 300.00
71.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 985.00	\$ -	\$ 985.00	\$ 985.00	\$ 985.00	\$ 985.00
#10100 - Harrah Ln and Calico Ln (Map Sheet G9)											
72.	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
73.	New street name blade (Includes single and double sided.)	2.00	EA	\$ 150.00	\$ 300.00	0.00	\$ -	2.00	\$ 300.00	2.00	\$ 300.00
74.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 985.00	\$ -	\$ 985.00	\$ 985.00	\$ 985.00	\$ 985.00
#10104 - Bishop Dr and Calico Ln (Map Sheet G8)											



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Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
75.	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
76.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
SUBTOTAL					\$ 685.00		\$ -	\$ 685.00		\$ 685.00	



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10108 - Bonaza Way and Calico Ln (Map Sheet G8)											
77.	double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
78.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 685.00	\$ -	\$ 685.00	\$ 685.00	\$ 685.00	\$ 685.00
#10109 - Bonanza Way and Sahara Dr (Map Sheet F8)											
79.	double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
80.	New street name blade (Includes single and double sided.)	2.00	EA	\$ 150.00	\$ 300.00	0.00	\$ -	2.00	\$ 300.00	2.00	\$ 300.00
81.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 985.00	\$ -	\$ 985.00	\$ 985.00	\$ 985.00	\$ 985.00
#10111 - Harrah Ln and Old Bridge Way (Map Sheet F9)											
82.	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
83.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 685.00	\$ -	\$ 685.00	\$ 685.00	\$ 685.00	\$ 685.00
#10123 - Beefmaster Dr and Saddleback Way (Map Sheet L4)											
84.	double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
85.	New street name blade (Includes single and double sided.)	2.00	EA	\$ 150.00	\$ 300.00	0.00	\$ -	2.00	\$ 300.00	2.00	\$ 300.00
86.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 985.00	\$ -	\$ 985.00	\$ 985.00	\$ 985.00	\$ 985.00
#10129 - Shorthorn Way and Saddleback Way (Map Sheet L5)											
87.	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
88.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
					SUBTOTAL	\$ 685.00	\$ -	\$ 685.00	\$ 685.00	\$ 685.00	\$ 685.00
#10205 - Coachwhip Ln and Bozeman Drive (Map Sheet F5)											
89.	Install TXDOT type III barricade (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
					SUBTOTAL	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
					TOTAL - SECTION D	\$ 12,220.00	\$ -	\$ 12,220.00	\$ 12,220.00	\$ 12,220.00	\$ 12,220.00



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
SECTION E - MISCELLANEOUS											
90.	SWPPP	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	0.75	\$ 1,500.00	0.75	\$ 1,500.00
91.	Traffic Control	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.75	\$ 3,000.00	0.75	\$ 3,000.00
92.	Performance Bond	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00
93.	Payment Bond	1.00	LS	\$ 8,000.00	\$ 8,000.00	0.00	\$ -	1.00	\$ 8,000.00	1.00	\$ 8,000.00
94.	Two Year Maintenance Bond (40%)	1.00	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	1.00	\$ 4,000.00
					TOTAL - SECTION E	\$ 26,000.00	\$ -	\$ 24,500.00	\$ -	\$ 24,500.00	\$ -
SECTION F - CONDITIONAL ITEMS											
95.	Sanitary sewer by-pass (diversion) pumping, complete in place. (Includes all labor and equipment, to maintain and operate diversion pump/s for the necessary duration of time.)	1.00	LS	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
96.	Sanitary sewer internal obstruction removal. (Includes all labor, equipment, materials, and disposal necessary to remove the obstruction from the system, as directed by the engineer.)(Assumed quantity. Actual quantity will be determined after inspection.)	1.00	EA	\$ 500.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
97.	24" and/or 30" Sanitary sewer manhole rain guard	5.00	EA	\$ 175.00	\$ 875.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
98.	Remove and replace concrete barrier-free ramp as directed by engineer. (Complete in place)	1.00	EA	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
99.	Ultra rapid pavement repair as directed by engineer. (Includes all manufacturer recommended prep., saw cutting, joint sealing, labor, equipment, traffic control, and materials necessary to complete repair.) (Aquafin Inc. Pavemend or approved equal.)	200.00	LB	\$ 6.00	\$ 1,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
100.	Reset sign post with new anchor sleeve and concrete base. (Includes all labor, materials, and all necessary hardware needed to install per detail.)	5.00	EA	\$ 250.00	\$ 1,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
101.	New sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	5.00	EA	\$ 400.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
102.	New street name blade (Includes single and double sided.)	5.00	EA	\$ 150.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
103.	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	5.00	EA	\$ 100.00	\$ 500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
104.	Double mount retrofit installation of street name blades. (Street name blades by separate pay item.) (Includes all sleeve posts, hardware, labor, equipment, traffic control, and materials necessary to complete installation.)	5.00	EA	\$ 200.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
105.	HF 402 polyurethane foam, as needed for deep foam injection and soil stabilization. (Engineer's approval required)(Includes all labor, equipment, and materials necessary to achieve desired stabilization, complete in place.) (FoamWorks, or approved equal.)	50.00	LB	\$ 7.50	\$ 375.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
					TOTAL - SECTION F	\$ 10,450.00	\$ -	\$ -	\$ -	\$ -	\$ -



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
SECTION G - ADDITIONAL ITEMS											
#10210 - Dayton Dr Alley (Map Sheet G5)											
106.	Repair TXDOT type III barricade (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
107.	Remove silt and overgrowth from existing paving (Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
					SUBTOTAL	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00
#10211 - Coachwhip Ln and Dayton Dr (Map Sheet F5)											
108.	Repair TXDOT type III barricade (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	1.00	\$ 2,000.00
109.	Remove silt and overgrowth from existing paving (Includes all labor, materials, equipment to perform and finish, complete in place.)	1.00	LS	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	1.00	\$ 1,000.00
					SUBTOTAL	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00
					TOTAL - SECTION G	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
					ORIGINAL CONTRACT TOTALS (Line 1)	\$ 271,205.00	\$ 38,445.00	\$ 106,220.00	\$ -	\$ 144,665.00	\$ 144,665.00
CHANGE ORDERS											
#10051 - Jersey Way and Trinchera St (Map Sheet K5)											
CO2. 01	Install 30" STOP sign (Street name blades by separate pay item.)(Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 135.00	\$ 135.00	0.00	\$ -	1.00	\$ 135.00	1.00	\$ 135.00
#10099 - Windmill Farms Blvd and Charleston Dr (Map Sheet G8)											
CO2. 02	Install 36" STOP sign (Street name blades by separate pay item.)(Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 185.00	\$ 185.00	0.00	\$ -	1.00	\$ 185.00	1.00	\$ 185.00
#10123 - Beefmaster Dr and Saddleback Way (Map Sheet L4)											
CO2. 03	Install 30" STOP sign (Street name blades by separate pay item.)(Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 135.00	\$ 135.00	0.00	\$ -	1.00	\$ 135.00	1.00	\$ 135.00
#10082 - Pyramid Dr and Sands Ln (Map Sheet K3)											
CO2. 04	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
CO2. 05	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
#10084 - Pyramid Dr and Salers Way (Map Sheet K3)											
CO2. 06	Install 30" STOP sign (Street name blades by separate pay item.)(Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 135.00	\$ 135.00	0.00	\$ -	1.00	\$ 135.00	1.00	\$ 135.00
#10101 - Harrah Ln and Calico Ln (Map Sheet G9)											
CO2. 07	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
CO2. 08	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
CO2. 09	New street name blade (Includes single and double sided.)	2.00	EA	\$ 300.00	\$ 600.00	0.00	\$ -	2.00	\$ 600.00	2.00	\$ 600.00



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10217 - Chico Dr and Boran Dr (Map Sheet M4)											
CO2. 10	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
CO2. 11	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
CO2. 12	New street name blade (Includes single and double sided.)	2.00	EA	\$ 150.00	\$ 300.00	0.00	\$ -	2.00	\$ 300.00	2.00	\$ 300.00
CO2. 13	Install 30" STOP sign (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 135.00	\$ 135.00	0.00	\$ -	1.00	\$ 135.00	1.00	\$ 135.00
#10218 - Killam Rd and Boran Dr (Map Sheet N5)											
CO2. 14	Install 30" STOP sign (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 135.00	\$ 135.00	0.00	\$ -	1.00	\$ 135.00	1.00	\$ 135.00
#10219 - Galloway St and Barzona Rd (Map Sheet L5)											
CO2. 15	New street name blade (Includes single and double sided.)	1.00	EA	\$ 150.00	\$ 150.00	0.00	\$ -	1.00	\$ 150.00	1.00	\$ 150.00
CO2. 16	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
#10220 - Galloway St and Saddleback Way (Map Sheet L5)											
CO2. 17	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
CO2.18	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
#10221 - Chillingham Dr and Angus Dr (Map Sheet M5)											
CO2. 19	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
CO2. 20	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
#10222 - Hereford Dr and Holstein Dr (Map Sheet L5)											
CO2. 21	New street name blade (Includes single and double sided.)	1.00	EA	\$ 150.00	\$ 150.00	0.00	\$ -	1.00	\$ 150.00	1.00	\$ 150.00
CO2. 22	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00



1-D CIP 2025 Repairs

Item	Description	Contract Quantity	Unit	Unit Price	Amount	Completed This Period		Completed Previous Periods		Completed and Stored to Date	
						(H) Quantity	(I) Amounts	(J) Quantity	(K) Amounts	(L) Total Quantity	(M) Total Amounts
#10223 - Gold Rush way and Crowheart Dr (Map Sheet E5)											
CO2. 23	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
CO2. 24	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
CO2. 25	New street name blade (Includes single and double sided.)	2.00	EA	\$ 150.00	\$ 300.00	0.00	\$ -	2.00	\$ 300.00	2.00	\$ 300.00
CO2. 26	Install 30" STOP sign (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 135.00	\$ 135.00	0.00	\$ -	1.00	\$ 135.00	1.00	\$ 135.00
#10224 - Nugget Ln and Bullfrog Way (Map Sheet F3)											
CO2. 27	Install 30" STOP sign (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 135.00	\$ 135.00	0.00	\$ -	1.00	\$ 135.00	1.00	\$ 135.00
#10225 - Bonanza Way and Sahara Dr (Map Sheet F8)											
CO2. 28	New TXDOT galvanized sign post assembly for standard and double mount signs, complete in place. (Street name blades by separate pay item.) (Includes all labor, materials, and all necessary hardware needed to install per detail.)	1.00	EA	\$ 560.00	\$ 560.00	0.00	\$ -	1.00	\$ 560.00	1.00	\$ 560.00
CO2. 29	Standard installation of street name blades. (Street name blades by separate pay item.) (Includes all brackets, labor, equipment, traffic control, and materials necessary to complete installation.)	1.00	EA	\$ 125.00	\$ 125.00	0.00	\$ -	1.00	\$ 125.00	1.00	\$ 125.00
CO2. 30	New street name blade (Includes single and double sided.)	2.00	EA	\$ 150.00	\$ 300.00	0.00	\$ -	2.00	\$ 300.00	2.00	\$ 300.00
#10041 -											
CO3. 01	Remove concrete apron and replace with flume to allow positive drainage	1.00	LS	\$ 350.00	\$ 350.00	0.00	\$ -	1.00	\$ 350.00	1.00	\$ 350.00
#10078 -											
CO3. 02	Ref Item 24. Remove and replace curb and gutter (Includes: doweling into the existing pavement, redwood expansion joints, saw cut and seal all construction joints with hot pour rubber)	2.00	LF	\$ 100.00	\$ 200.00	0.00	\$ -	2.00	\$ 200.00	2.00	\$ 200.00
CO3. 03	Remove and replace 10.5" reinforced concrete pavement	2.00	EA	\$ 400.00	\$ 800.00	0.00	\$ -	2.00	\$ 800.00	2.00	\$ 800.00
Iron Gate Blvd Right Turn Lane											
CO4.01	Iron Gate Blvd Right Turn Lane Striping	1.00	LS	\$ 41,882.95	\$ 41,882.95	0.00	\$ -	1.00	\$ 41,882.95	1.00	\$ 41,882.95
					NET CHANGE ORDERS TOTALS (Line 2)	\$ 51,207.95	\$ -	\$ 51,207.95	\$ -	\$ 51,207.95	\$ -
STORED MATERIALS											
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					STORE MATERIAL TOTALS (Line 5b)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CURRENT CONTRACT TOTAL.....(Line 3)											
					\$ 322,412.95						
COMPLETED AND STORED TO DATE (Line 4)											
					\$ 195,872.95	\$ 38,445.00	\$ 157,427.95	\$ 195,872.95			
10% RETAINAGE.....(Line 5a+5b)											
					\$ 19,587.30	10% \$ 3,844.50	10% \$ 15,742.80	10% \$ 19,587.30			
TOTAL ELIGIBLE TO DATE.....(Line 6)											
					\$ 176,285.66		\$ 141,685.16	\$ 176,285.66			
TOTAL PREVIOUS PAYMENTS (Line 7)											
					\$ 141,685.16						
AMOUNT DUE THIS APPLICATION (Line 8)											
					\$ 34,600.50	\$ 34,600.50					
BALANCE TO FINISH.....(Line 9)											
					\$ 4,442.14						

CONTRACTOR AFFIDAVIT FOR PARTIAL PAYMENT

STATE OF LOUISIANA §

COUNTY OF RAPIDES §

BEFORE ME, the undersigned authority, on this day personally appeared _____
 Luke Miller _____ the Owner
of LF Miller Construction ("CONTRACTOR"). CONTRACTOR has performed labor and
furnished materials pursuant to that certain Contract entered into on the 12th day of _____
 September , 2025 by and between CONTRACTOR and EQK
Bridgeview Plaza, Inc., for the erection, construction, and completion of certain improvements
and/or additions upon the following described premises, to wit:

**"CIP 2024 Repairs for Kaufman County Fresh Water Supply District No. 1-D in Kaufman
County, Texas."**

The undersigned, being by me duly sworn, states upon oath that the materials supplied in
connection with CONTRACTOR's Application for Partial Payment No. 8 , dated
 6-15-26 (the "Application Date"), represents the actual cost of sound materials that have
been or will be fabricated into the Work in compliance with the agreed to plans and specifications
(and all authorized changes thereto).

The undersigned further states that as of the Application Date, CONTRACTOR has paid all bills
and claims for materials supplied in connection with the aforesaid Partial Payment, and that there
are no outstanding unpaid bills or claims for labor performed or materials furnished.

CONTRACTOR acknowledges complete satisfaction of, and forever waives and releases, all
claims of every kind against OWNER or the property where the labor and/or materials were
installed, including, without limitation, any liens or potential liens, which CONTRACTOR may have
as a result of, or in connection with, the labor and/or materials supplied in connection with the
aforesaid Partial payment.

CONTRACTOR represents that the person executing this affidavit on behalf of CONTRACTOR
is duly authorized to sign this affidavit and to legally bind CONTRACTOR hereto. All of the
provisions of this affidavit shall bind CONTRACTOR, its heirs, representatives, successors and
assigns and shall inure to the benefit of OWNER, and its legal representatives, successors,
assigns.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness
of the statements contained herein that a partial payment under said Contract is being made, and
in consideration of the disbursement of said partial payment by OWNER.

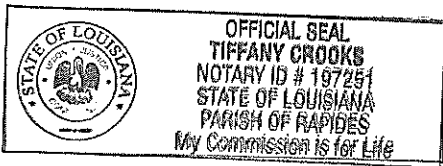
CONTRACTOR HEREBY AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIALS FURNISHED AS OF THE APPLICATION DATE.

Executed this 18 day of JUNE, 2024.

By: *Luke Miller*
Name Luke Miller
Printed: Owner
Title:

STATE OF LOUISIANA §
PARISH OF RAPIDES §

Subscribed and sworn to before me, the undersigned authority, on this the 18 day of June, 2024, to certify which, witness my hand and seal of office.




Tiffany Crooks
Notary Public, State of Louisiana

Notary's Name Printed:

Tiffany Crooks
My commission expires: Lifetime

KCFWSD No 1D Drainage Maintenance
3001 Spyglass Dr
Forney TX 75126

Customer #: 27506984
Invoice #: 9769915
Invoice Date: 5/1/2026
Cust PO #:

Job Number	Description	Amount
331100184	<p>BGE Drainage Landscape Maintenance For May</p> <div style="text-align: right; margin-top: 20px;">  <p><i>Ryan Robbins, Lic # LI22640, 1464 West 1st Street, Prosper, TX 75078, 214.458.5117</i> Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ) P.O. 2309 Gravel Dr, Fort Worth, Texas 43118-6951. www.tceq.state.tx.us</p> <p>Total invoice amount 7,952.58 Tax amount Balance due 7,952.58</p> </div>	7,952.58

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 469-446-1595

Please detach stub and remit with your payment

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 27506984
Invoice #: 9769915
Invoice Date: 5/1/2026

Amount Due: \$7,952.58

Thank you for allowing us to serve you


Please reference the invoice # on your check
and make payable to:

KCFWSD No 1D Drainage Maintenance
3001 Spyglass Dr
Forney TX 75126

BrightView Landscape Services, Inc.
P.O. Box 31001-2463
Pasadena, CA 91110-2463

KCFWSD No 1D Drainage Maintenance
3001 Spyglass Dr
Forney TX 75126

Customer #: 27506984
Invoice #: 9807189
Invoice Date: 6/1/2026
Cust PO #:

Job Number	Description	Amount
331100184	BGE Drainage Landscape Maintenance For June	7,952.58
 <p><i>Ryan Robbins, Lic # LI22640, 1464 West 1st Street, Prosper, TX 75078, 214.458.5117</i> <i>Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ) P.O.</i> <i>2309 Gravel Dr, Fort Worth, Texas 43118-6951. www.tceq.state.tx.us</i></p>		
Service Delivery Fee		0.00
Total invoice amount		7,952.58
Tax amount		
Balance due		7,952.58

Standard payment terms of net 30 days apply unless otherwise agreed. In the absence of a preceding set of terms and conditions being in effect between the parties, the Maintenance Service Terms and Conditions located at www.brightview.com/terms-conditions/landscape-services-terms shall hereby be incorporated by reference and will govern the transaction between the parties and Services being performed by BrightView.

Please detach stub and remit with your payment. For questions, please call 469-446-1595.

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 27506984
Invoice #: 9807189
Invoice Date: 6/1/2026

Amount Due:	\$7,952.58
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Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

BrightView Landscape Services, Inc.
P.O. Box 31001-2463
Pasadena, CA 91110-2463

KCFWSD No 1D Drainage Maintenance
3001 Spyglass Dr
Forney TX 75126



LANDSCAPE SERVICES AGREEMENT

Date: June 5, 2026
BrightView: BrightView Landscape Services, Inc.
Client: KCFWSD No 1-D Drainage Maintenance Contract
Owner; Management Company or c/o (if applicable):
Contract Start Date: August 1, 2026
Contract End Date: July 31, 2027
Service Fee*: \$95,430.96

*Plus, sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property and is the financially responsible party for all fees due under this Agreement.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

Table with 3 rows of contact information: LANDSCAPE SITE NAME, CLIENT "BILL TO" NAME, and BRIGHTVIEW CONTACT.

The Term shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall [select one]

- Renew automatically for successive one-year periods...
terminate on the Contract End Date.

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email.

BrightView and Client agree to all of the Terms and Conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

Signature lines for BRIGHTVIEW and CLIENT, including names (Neima Gas), titles (President), and dates (June 25, 2026).

Terms and Conditions

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined on page 1), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.

2. Work Orders. If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

3. Insurance. During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

4. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

5. Service Fee.

- (a) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (b) If tax laws increase applicable sales taxes, BrightView may adjust the Service Fee to reflect such change.

(c) BrightView has not included and reserves the right to add at a later time should they materialize, costs attributable to tariffs levied on goods from Canada, Mexico, China, or any other country subject to current or future tariffs.

(d) The parties hereby acknowledge that the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. If the result is a negative number (an "Overage"), the Overage shall become due and payable and BrightView shall promptly pay such Overage to Client. Neither a Shortfall nor an Overage are liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services, (i) performed prior to but unpaid by Client as of the Termination Date or (ii) not performed prior to but paid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall or an Overage exceed the total amount that would have been received by BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.

(e) Unless specified otherwise hereunder, BrightView reserves the right to increase the Service Fee every 12 months by an amount calculated by multiplying the Service Fee for the immediately preceding 12 months by the greater of (i) 5% or (ii) CPI. If applicable, CPI is defined as the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

(f) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs. In addition to the fees for services, BrightView may assess a "Service Delivery Fee" in connection with the performance of the services under this agreement. This fee is intended to cover costs related to operations, compliance, and delivery of services, and may vary depending on requirements of the Agreement and external factors such as tariffs, fuel cost, and other changes in applicable law. Any such fee may be applied without prior written notice to Client.

(g) BrightView shall be entitled to a reasonable increase the Service Fee in the event of any increase in the minimum wage applicable to any of BrightView's employees performing work under this Agreement.

(h) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid hereunder are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

6. Termination.

(a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. Upon termination, Client will, within fifteen (15) days of the Termination

Terms and Conditions

Date, pay BrightView all amounts owed to date for Services performed.

- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility.
- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

7. General Provisions.

- (a) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000.00 for each such employee.
- (b) This Agreement shall be governed by the law of the State of Texas, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (c) This Agreement, together with attached Scope of Landscape Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (d) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (e) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (f) BrightView's total liability for any losses, damages, and expenses of any type whatsoever, including indemnification obligations, if applicable, incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the total amount actually paid to BrightView hereunder in the twelve (12) months preceding the date the claim arose. Further, in no event will either party be liable for special, indirect, incidental, or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or
- not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. BrightView, its subcontractors, or agents shall not be liable for any Losses resulting from the provision of services or performance of any work hereunder, if such Losses are due to causes of conditions beyond its reasonable control, or where such Losses arise from the Client's delay, rejection, or refusal of any Services. BrightView shall only be responsible for Losses determined by a court of competent jurisdiction to have been caused solely by BrightView's gross negligence or willful misconduct.
- (g) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView.
- (h) Unless otherwise expressly provided in a provision that cross-references this Section 7(h), in the event of any conflict or inconsistency between this Agreement, any Statement of Work ("SOW") and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.
- (i) **Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Branch Manager
Address: 1464 W First Street
Prosper Texas 75078

With a copy to:

Office of the General Counsel
980 Jolly Rd., Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Ross Martin
Address: 2728 N. Harwood Street, Suite 500
DALLAS, TX 75201

With a copy to:

Attn: Bryant Caswell
Address: 2595 Dallas Parkway, Suite 101
Frisco, TX 75034

- (j) Client agrees that BrightView may use images, videos, and stories of the work BrightView performs on Client's Property, for various marketing purposes, including corporate brochures, digital media campaigns, trade show booths, advertising, web, public relations, news stories, and award submissions.
- (k) BrightView is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at: https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf, keeps us true to our values. If you become aware of a violation of the BrightView Code, we encourage you to report it by: (I) Filing a report at www.brightviewconcerns.com; or (II) Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is made and entered into as of 08/01/2025, by and between **Kaufman County Fresh Water Supply District No. 1-D** hereinafter referred to as "Owner," and **BrightView Landscape Services, Inc.** hereinafter referred to as "Contractor," for "**KCFWSD No. 1-D Drainage Maintenance**".

I. PROJECT

- 1.01. Project and Contract Price. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction of certain repairs and/or improvements as described in the Contractor's proposal, attached hereto as **Exhibit A** and incorporated for all purposes, and all extra work in connection therewith (the "Project") under the terms and conditions set out herein, and to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to start the Project for a total cost of **\$95,430.96** (the "Contract Price") for mowing and clearing, and in accordance with the **scope exhibit** prepared by **BGE, Inc.**, hereinafter referred to as "Engineer." Any changes to the Project or the Contract Price must be agreed to by the Owner and the Contractor in writing, however the District reserves the right to cancel and void this contract if they are not satisfied with the work performed. The contractor will be compensated for all work completed. The terms and conditions of this Contract shall supersede any conflicting terms within a proposal.
- 1.02. Payment. Owner agrees to pay Contractor, in current funds, the Contract Price shown above, subject to Contractor's completion of the Project in accordance with the terms of this Contract, within) thirty (30) days after the Engineer has approved the pay estimate submitted by Contractor If included in Attachment A, the Developer will be "Owner" for purposes of payment.

II. CONTRACTOR RESPONSIBILITIES

- 2.01. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor warrants all materials and labor provided or supplied in connection with this Contract for a two-year period from the date of final completion of the Project.
- 2.02. Orderly Completion. Contractor agrees to employ only orderly, competent and skillful persons to work on the Project and agrees that whenever Contractor is made aware, by the Engineer or otherwise, that any worker on the job is incompetent, unskillful, or disorderly, such worker shall be discharged from the Project and shall not again be employed on the Project without the Engineer's written consent.
- 2.03. Prevailing Wage Rate. Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this Project and shall specify in the call for bids and in the Contract the minimum wage rates which shall be paid for each type of Worker, as identified in Chapter 2258 of the Texas Government Code.

This statute further provides that the Contractor or subcontractors shall pay a penalty to the Owner of Sixty Dollars (\$60) for each Worker employed for each calendar day or part of the day that the Worker is paid less than the wage rates stipulated in the Contract. As a political subdivision of the State of Texas, the Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract. The statute also requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each Worker. These records shall be open to the inspection of the Owner. The minimum wage rates that apply to this Contract are those shown in **Exhibit B** or may be found in the Owner's Resolution Adopting Prevailing Wage Rates.

- 2.04. Independent Contractor. Contractor is, and at all times shall remain, an independent contractor, solely responsible for the manner and method of completing its work under this Contract, with full power and authority to select the means, method, and manner of performing such work, so long as such methods do not adversely affect the completed repairs and/or improvements.
- 2.05. Safety. Contractor agrees that it shall be solely responsible for the safety of its employees and all other persons and shall be solely responsible for determining the course of action necessary to protect all persons, including members of the public, from bodily injury or property damage during its work on the Project, including the erection of barricades or the institution of other traffic or pedestrian control measures.
- 2.06. Sales Tax. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption. Contractor shall not collect Texas sales and use taxes from Owner with respect to this Contract, except as to items not included in (i)-(iii) below. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this Contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this Contract that are performed at the job site and are either integral to the performance of this Contract or expressly required to be provided by this Contract. In addition, Contractor and all subcontractors to Contractor: (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount; and (ii) shall pass on to Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas sales and use taxes.
- 2.07 Pursuant to Texas Government Code § 2252.908, you must be able to provide **Kaufman County Fresh Water Supply District No. 1-D** (the "District") with printed and signed copies of a completed disclosure of interested parties form (Form 1295) and a certificate of filling at the time of the District's execution of the contract. Failure to do so will result in the District's inability to execute the contract. To complete the disclosure of interested parties form, or for further information, please visit the Texas Ethics Commission's website at <https://www.ethics.state.tx.us>.

III.
INDEMNITY

3.01. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, INDEMNIFY AND HOLD HARMLESS THE OWNER, ENGINEER AND EACH OF THEIR OFFICERS AND DIRECTORS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”), FROM AND AGAINST EVERY THIRD-PARTY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND INCLUDING ALL RELATED FINES, FEES, AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, FOR:

- (I) BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER, EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE INDEMNIFIED PARTIES DURING THE PERFORMANCE OF SERVICES HEREUNDER, EXCEPT TO THE EXTENT SUCH BODILY INJURY OR DEATH ASSOCIATED THEREWITH ARE ATTRIBUTABLE TO THE WILLFUL AND MISCONDUCT OR NEGLIGENCE OF AN INDEMNITEE; AND

- (II) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (I), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THIS CONTRACT OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE (OR NON- PERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER. CONTRACTOR WILL DEFEND INDEMNITEES UNTIL THE DISPUTE OR CLAIM IS SETTLED OR A JUDGMENT RENDERED. AT THAT TIME, THE INDEMNITEES SHALL REIMBURSE CONTRACTOR, BASED UPON THEIR OWN RESPECTIVE PORTION OF THE COMPARATIVE NEGLIGENCE OF ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS ASSOCIATED THEREWITH.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED

PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK.

THIS INDEMNIFICATION OBLIGATION IS INDEPENDENT OF THE INSURANCE REQUIRED HEREIN.

THIS INDEMNITY OBLIGATION IS INTENDED TO COMPLY WITH CHAPTER 151 OF THE TEXAS INSURANCE CODE, CHAPTER 130 OF THE CIVIL PRACTICE AND REMEDIES CODE AND ANY OTHER APPLICABLE LAW. IT IS AGREED THAT WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE ENFORCEABILITY OF THIS INDEMNIFICATION OBLIGATION, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THIS INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THIS INDEMNIFICATION OBLIGATION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THIS INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.

CONTRACTOR SHALL INCLUDE IN EACH OF ITS SUBCONTRACTS WITH ITS SUBCONTRACTORS OF EVERY TIER THE PROVISIONS OF THIS SECTION 3.01 IN THE SAME FORM AS IN ALL MATERIAL RESPECTS TO THOSE CONTAINED HEREIN. SUCH PROVISIONS SHALL BE FOR THE BENEFIT OF AND IN FAVOR OF THE INDEMNIFIED PARTIES AND SUCH OTHER PARTIES ON WHOM CONTRACTOR AND SUCH SUBCONTRACTORS MAY AGREE.

IV. INSURANCE

- 4.01. Insurance Certificates. Before beginning the Project under this Contract, Contractor shall furnish certificates of insurance to Owner evidencing that the insurance required below is in force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Contract is in effect.
- 4.02. Accuracy of Information. Contractor warrants the accuracy of all information shown on each certificate furnished to Owner by Contractor or on Contractor's behalf by Contractor's broker or other representative.
- 4.03. Minimum Required Insurance and Minimum Limits of Liability. Before beginning the Project, and throughout performance of the Project and the term of this Contract, Contractor shall obtain and maintain in force and effect, at Contractor's sole expense, insurance of the following types and amounts from insurance rated by Best's A- and VII or better:
- A. **Workers' Compensation Insurance** affording statutory benefits in accordance with all requirements of the Texas Workers' Compensation Act and covering Contractor's employees. For additional requirements, see **Exhibit C**.

- B. **Employer's Liability Insurance** with limits of not less than \$100,000 per accident or disease.
 - C. **Commercial General Liability Insurance**, including coverage for bodily injury and property damage, personal and advertising injury, the products-completed operations hazard, and insured contracts, applicable in Texas, on a form no less broad than that promulgated by the Insurance Services Office dated 2004 or thereafter, and with limits of not less than:
 - i. Each Occurrence - \$500,000
 - ii. General Aggregate - \$1,000,000
 - iii. Products-Completed Operations Aggregate - \$1,000,000
 - D. **Business Automobile Liability Insurance**, including coverage for bodily injury and property damage, on a form no less broad than that promulgated by the Insurance Services Office dated 1985 or thereafter, with limits of not less than \$1,000,000 combined single limit for each accident and covering owned, hired or leased, and non-owned autos.
 - E. **Excess or Umbrella Liability Insurance**, affording coverage no less broad than, and applying excess of the limits of liability, of the policies required by 4.B., 4.C., and 4.D., above, with limits of not less than \$2,000,000 per occurrence and in the aggregate.
- 4.04. Additional Insurance or Limits. Paragraphs 4.03.A. through 4.03.F., above, state the minimum types of insurance and limits of liability required by this Contract in connection with the Project. Contractor may, in its sole discretion, procure additional insurance or higher limits of liability at Contractor's sole expense.
- 4.05. Kaufman County Fresh Water Supply District No. 1-D To Be Named An Additional Insured. To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by 4.03.C., 4.03.D., and 4.03.E., above, shall be endorsed to provide that **Kaufman County Fresh Water Supply District No. 1-D** and its directors (collectively, "the Additional Insureds"), are added as additional insureds for liability arising out of the Project, to include liability based on either alleged fault or vicarious liability. Such additional insured coverage shall not be limited to liability caused by Contractor or Contractor's fault.
- 4.06. Primary/Non-contributing. The insurance policies required by 4.03.C. and 4.03.D., above, shall provide that the Additional Insureds are covered on a primary basis. Also, the insurance policies required by 4.03.C., 4.03.D. and 4.03.E., above, (i) shall also be endorsed to provide that Contractor's insurers will not seek contribution or recovery from such other insurance as may be available to the Additional Insureds; and (ii) shall not provide that coverage for the Additional Insureds applies excess of other insurance coverage available to the Additional Insureds.
- 4.07. Insurance Required of Contractor's Subcontractors. Contractor shall require all subcontractors who will perform any of the Project to obtain the same insurance and limits of liability as required by 4.03.A., 4.03.B., 4.03.C., 4.03.D., and 4.03.E., above. Contractor shall also require all such subcontractors to cause their insurers to waive subrogation to the same extent as required of Contractor's insurers by the following provision, Paragraph 4.08. Contractor shall obtain Certificates of Insurance from its subcontractors before they begin any of the Project and, upon request, shall provide copies thereof to Owner.

- 4.08. Waiver of Subrogation in Favor of Kaufman County Fresh Water Supply District No. 1-D. The parties intend that none of Contractor's insurers shall subrogate against **Kaufman County Fresh Water Supply District No. 1-D** or its directors. Accordingly, Contractor agrees to cause all of its insurers—not limited to insurers underwriting the policies required above—to waive subrogation against **Kaufman County Fresh Water Supply District No. 1-D** and its directors. **For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor against the Owner or its directors for any loss, damage or liability that is covered by Contractor's insurance, regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of the Owner or its directors.** The foregoing waiver and release is effective even if Contractor fails to obtain the required insurance.
- 4.09. Notice of Cancellation, Modification or Impairment of Limits. Contractor shall provide at least thirty (30) days' prior written notice to Owner in the event of any of the below policies are cancelled, not renewed, or materially changed. In addition, Contractor insurer will endeavor to provide prior written notice in the event any of the policies are cancelled, not renewed, or materially changed.
- 4.10. Notice of Impairment of Limits. Contractor shall give written notice to Owner no later than seven (7) days after the date on which an impairment of a required aggregate limit, due to the payment of a claim or defense expense, reduces the available aggregate limit to an amount fifty percent (50%) or less than the aggregate limit required above. If Contractor's available excess insurance will not drop down and comply with paragraphs 4.03.B., 4.03.C., 4.03.D., and 4.03.E. of these insurance requirements, Owner may require reinstatement of an impaired aggregate limit up to the amount required.
- 4.11. Information Concerning Contractor's Insurance Program. If Owner has questions concerning Contractor's casualty insurance program, Contractor agrees to promptly answer them. Complete, true and correct copies of each policy required above shall be furnished to Owner promptly upon Owner's request, but Contractor may redact payroll and premium information. Contractor agrees to cooperate with Owner, and with Owner's insurance broker, in the event Owner elects to seek or obtain additional insurance benefiting Owner.
- 4.12. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate, or knowingly permit to be violated, any condition of the insurance policies required above. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the Project, with a copy to Owner.
- 4.13. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not Owner, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above.
- 4.14. Non-waiver — No Limitation of Owner's Rights. Contractor unilaterally agrees to comply with the provisions of this Section. Accordingly, Owner's knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to Owner, shall not affect Owner's rights and shall not result in a waiver or otherwise limit or impair Owner's remedies for Contractor's failure to comply with the requirements of this Section.
- 4.15. No Impairment or Waiver of Rights. Nothing contained in this Section shall restrict, limit, impair or waive Owner's rights or Contractor's duties under the other terms of this Contract or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance

required above shall not preclude Owner from recovery against Contractor for any liability arising under this Contract or under law.

- 4.16. Automatic Reformation to Conform to Law. The parties intend this Contract to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect and affecting the validity or enforceability of any provision of this Contract are made a part hereof and shall operate to amend this Contract to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Contract shall continue in full force and effect.
- 4.17. Term of Insurance Requirements. All of the foregoing insurance requirements shall survive termination of this Contract. All required insurance shall continue for at least thirty (30) days after final completion of the Project, to include performance of all warranty work.
- 4.18. Claims Made Coverage. In addition, Contractor shall maintain in force and effect any required claims-made coverage for a minimum of two (2) years after final completion of the Project and shall purchase an extended reporting period, or "tail coverage," if necessary to comply with this requirement.

V. GENERAL TERMS

- 5.01. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations, and laws and any codes and/or permits that may apply to the Project. Contractor will obtain all permits and licenses required to perform the Project and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over the Project. Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and Contractor shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations and in a non-negligent manner.
- 5.02. Modifications and Assignability. This Contract shall be subject to amendment, change, or modification only with the prior mutual written consent of the Owner and Contractor. Owner may, without the Contractor's consent, assign this Contract. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner's sole discretion.
- 5.03. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant, or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.
- 5.04. Intended Beneficiaries. This Contract is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party unless expressly granted by written modification.
- 5.05. Severability. The provisions of this Contract are severable, and if any provision or part of this Contract or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the

remainder of this Contract and the application of such provision or part of this Contract to other persons or circumstances will not be affected hereby.

- 5.06. Termination. Owner may terminate Contractor's performance under the Contract for Owner's convenience at any time upon written notice to Contractor, whether or not Contractor is in default and, in such event, Owner's only liability will be to pay Contractor for the unpaid balance due Contractor for the work actually performed and accepted. Contractor may also terminate this Contract for convenience at any time and without penalty upon thirty (30) days prior written notice to Owner. Furthermore and without limiting any of the foregoing, if Owner fails to timely pay any service fee, work order charges, or administrative fees due under this Agreement, Contractor may also elect, in its sole discretion, to suspend services for any other Agreement between Owner and Contractor
- 5.07. Statutory Requirements: Terrorist Organizations. Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made to comply with Section 2252.152, Texas Government Code. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

- 5.08. Statutory Requirements: Israel Boycott. In *Amawi v. Pflugerville Independent School District* (1:18-cv-01091), the United States District Court for the Western District of Texas issued a preliminary injunction (the "NBI Injunction") preventing the defendants named therein from enforcement of Texas Government Code §2270.001 et. seq, or any "No Boycott of Israel" clause in any state contract. On May 7, 2019, H.B. 793, 86th Texas Legislature, Regular Session, became law, amending Texas Government Code, §2270.001 et. seq. On May 10, 2019, the Texas Attorney General filed a Motion to Stay the NBI Injunction with the United States Court of Appeals for the Fifth Circuit. In light of the foregoing recent developments, the following representation is provided by the Contractor to avoid any uncertainty regarding the authority of the Owner to enter into this Agreement.

Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit."

- 5.09. Statutory Requirements: Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Parties understand and agree that, with the exception of information identifying the Owner and the contract identification number, neither the Owner nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the Owner nor its consultants have verified such information.
- 5.10. Statutory Requirements: Energy Company Boycott. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.
- 5.11 Statutory Requirements: Firearm and Ammunition Discrimination. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local


Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

All representations made in these Sections 5.07, 5.08, 5.09, 5.10, and 5.11 shall survive expiration or earlier termination of the construction contract until the applicable statute of limitations has run.


[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

**Kaufman County Fresh Water
Supply District No. 1-D**

By: 
Name: Neima Gas
Title: President

BrightView Landscape Services, Inc.

By: 
Name: Landon Womack
Title: Director of Operations

Attachments

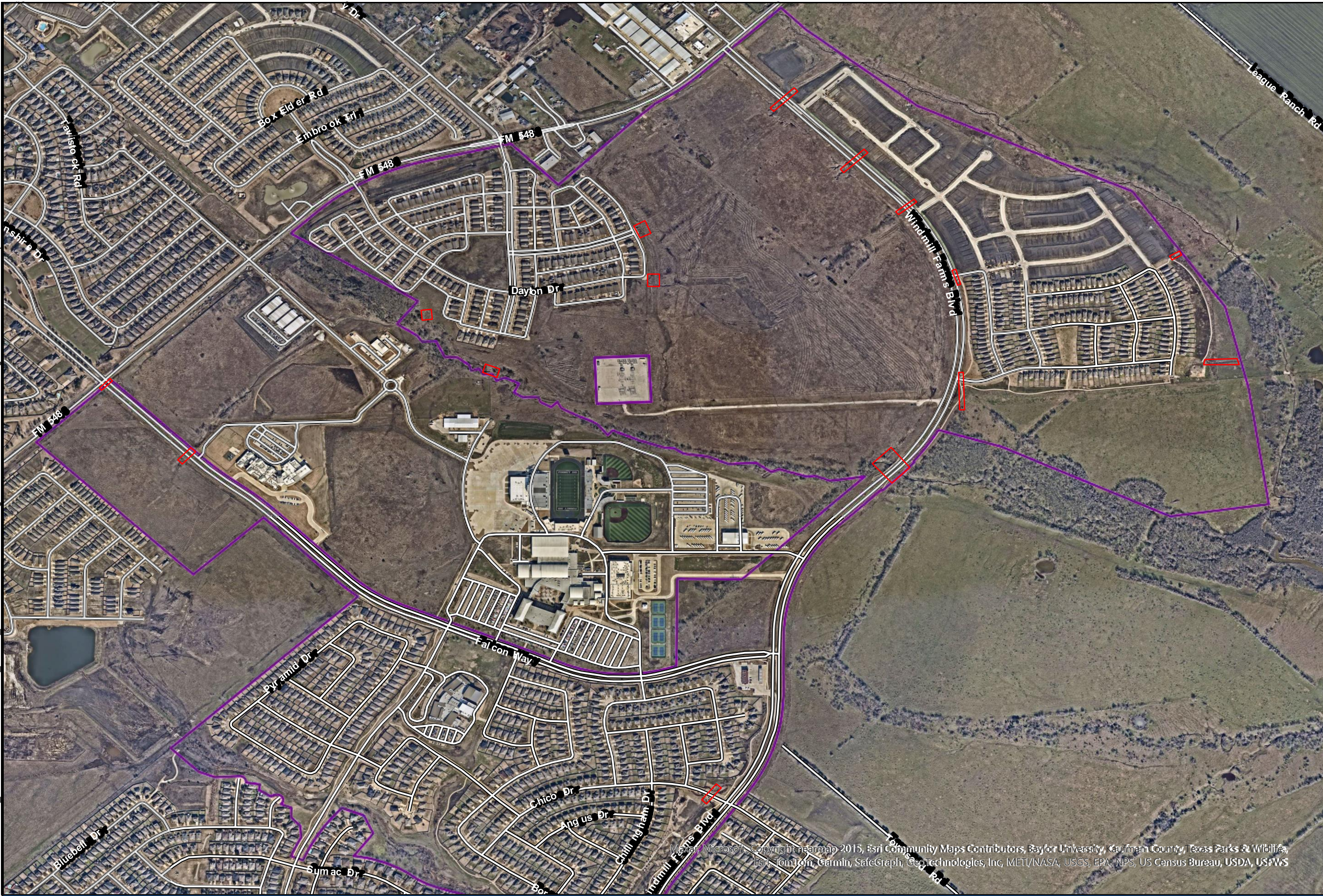
- Exhibit A: Contractor Proposal
- Exhibit B: Minimum Wage Rates
- Exhibit C: Workers' Compensation Insurance Requirements

EXHIBIT A

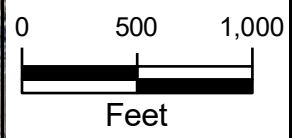
The Project

CONTRACTOR'S BID

G:\TXN\Projects\Districts\KC1D\0_General District Services\09_GIS\02_ Exhibits\1D Exhibits\Drainage Maintenance Extents\1D Exhibits\Drainage Maintenance Exhibits.aprx



1-D



Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

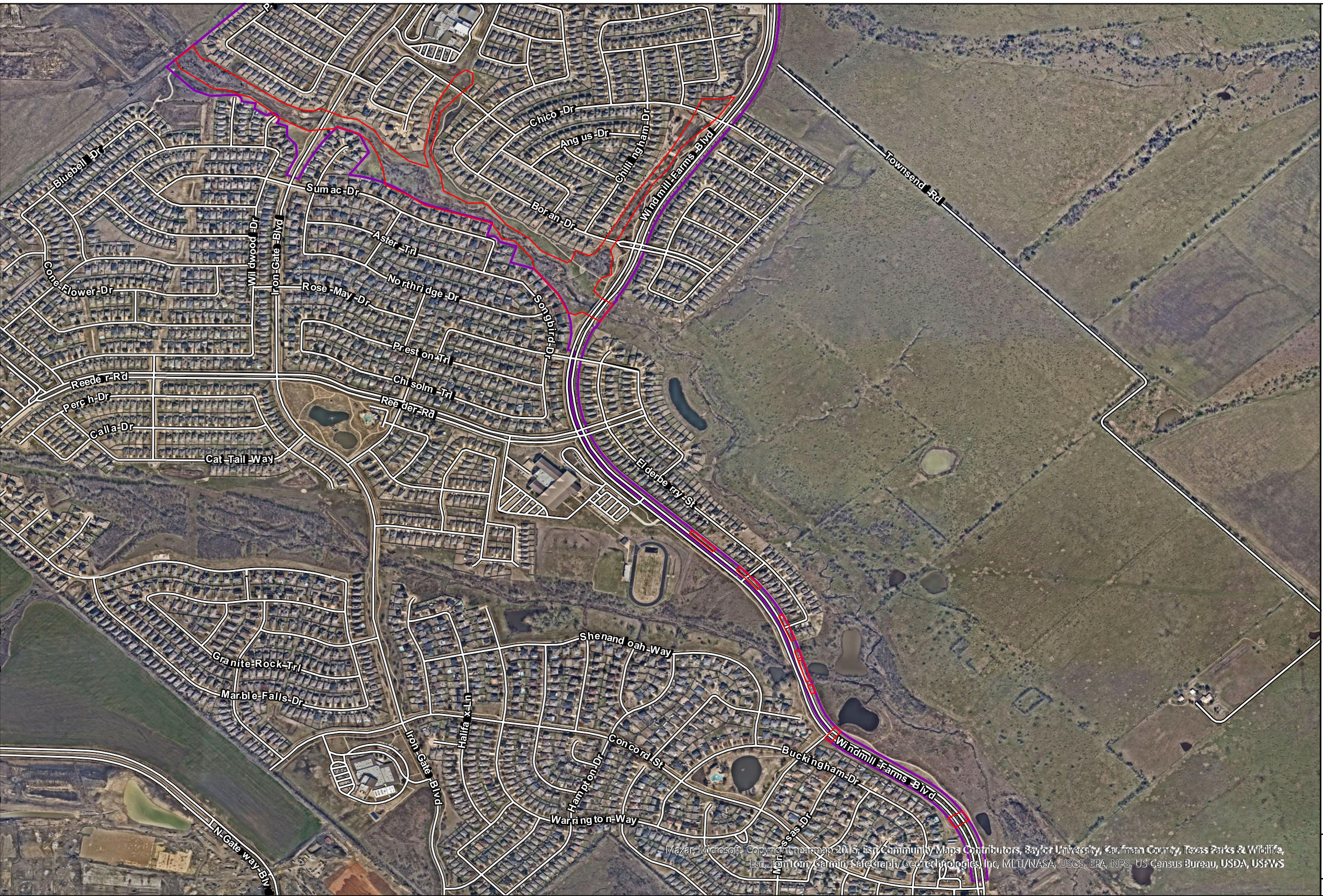
KCFWSD No. 1-D

Date: April 2025 | Job No: 3454-00

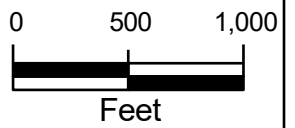
Kaufman County FWSD No. 1 1-D Drainage Maintenance Areas

Map data: Microsoft, Copyright: nearmap 2015, Esri Community Maps Contributors, Baylor University, Kaufman County, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

C:\TXN\Projects\Districts\KC\1D\0_General District Services\09_GIS\02_ Exhibits\1D Exhibits\Drainage Maintenance Exhibits.aprx



1-D



Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.

KCFWSD No. 1-D

Date: April 2025 Job No: 3454-00

Kaufman County FWSD No. 1 1-D Drainage Maintenance Areas

Maxar, Microsoft, Copyright nearmap 2015, Esri, Community Maps Contributors, Baylor University, Kaufman County, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



1464 W First Street, Prosper Texas
75078
Phone: 469-931-8515
Email: Allison.Frey@Brightview.com

Kaufman County FWSD No. 1 1-D Drainage Maintenance Areas



Prepared For McKenna Gaddis
Proposal Issued: **7.28.2025**



The BrightView Difference

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

- Landscape Architecture & Planning*
- Design Build*
- Program Management*

DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

- Planting*
- Hardscaping*
- Pools & Water Features*
- Tree Growing & Moving*

ENHANCE

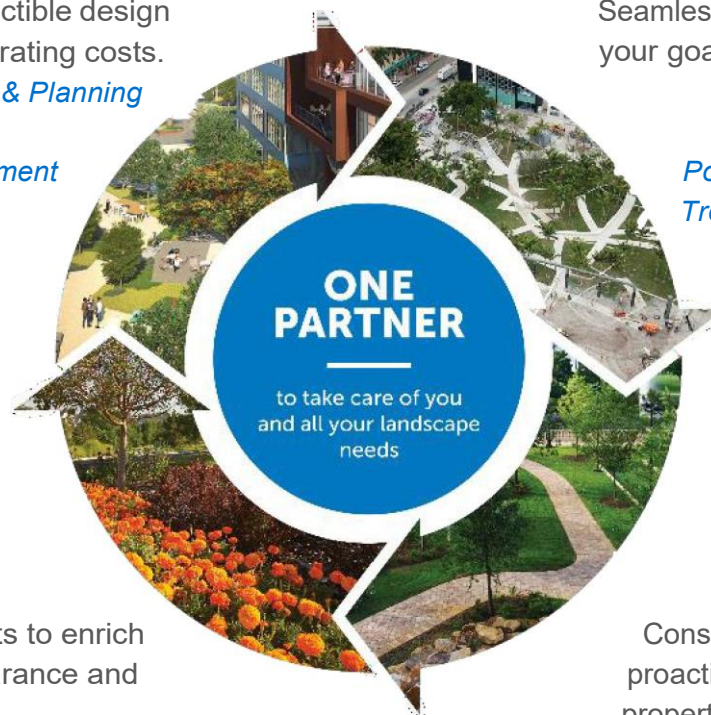
Thoughtful improvements to enrich your landscape's appearance and sustainability.

- Enhancements*
- Sustainability*
- Water Management*

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

- Landscape & Tree Care*
- Snow & Ice*
- Exterior Maintenance*



Committed to Safety, Everyday



BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day.

Our employees are regularly trained on their responsibilities and are held accountable to following all safety regulations. It is their responsibility to report unsafe conditions, which makes a safer environment for your employees.



Extensive Training

BrightView crews receive ongoing formal and hands on field training to ensure we meet the highest safety standards in the business.



At BrightView, we believe that safety is more than putting on a vest, safety glasses and gloves —it is woven into the fabric of our company.

Bryan Farris
Regional Safety Manager



Employee Verification Process

BrightView is enrolled in E-Verify in all states in which we operate to ensure 100% compliance with all US Labor and Immigration laws.

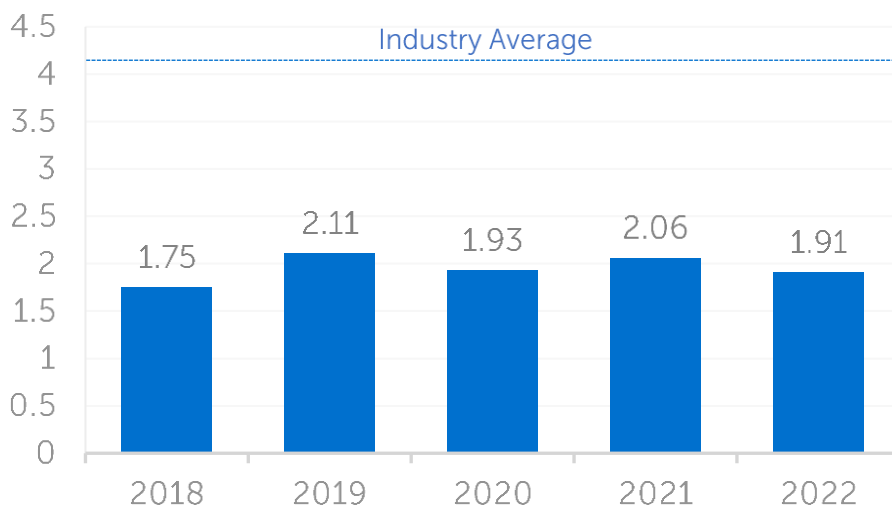


Personal Protective Equipment

Proper PPE is required of all team members engaged in jobsite production activities.

OSHA Recordable Performance

Industry Average: 4.20



BrightView regularly performs better in safety than other landscape service providers.

Service Area Map



Service Plan

Mo,wtng Native Drainage Areas	●	●	●	●	●	●	●	●	●	●	●	●	●	36
Remove noxious and Detritus in Native/ Drainage Areas	●	●	●	●	●	●	●	●	●	●	●	●	●	36
Weed Eafing Along Main Road Drainage Areas	●	●	●	●	●	●	●	●	●	●	●	●	●	As Needed

Monthly Maintenance Fee: \$7,952.58

Annual Maintenance Fee: \$ 95,430.96

Sales Tax Not Included

**Thank you for the
opportunity to
present our
landscape solution.**

Should you have any questions, please
don't hesitate to reach out.

Allison Frey, Business Developer
Allison.Frey@brightview.com
469.931.8515

EXHIBIT B

Minimum Wage Rates

The minimum wage rates that apply to this Contract are specified below. Contractor and Subcontractors shall review and ascertain such wage rates and pay at least such minimum rates.

Labor Classification and Minimum Wage Scale: Use the latest edition of the Kaufman County Prevailing Wage Rates in effect at the time bids are received.

EXHIBIT C

Workers' Compensation Insurance Requirements

A. Definitions:

Certificate of Coverage (“Certificate”) a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory Workers' Compensation Insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

Persons providing services on the Project (“Subcontractor” in Texas Labor Code § 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.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the Contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a Project, and provide to the governmental entity:
1. a certificate of coverage, prior to that person beginning work on the Project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

2. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
 - G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
 - H. The 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.
 - I. The 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, § 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 2. provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project;
 - (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 the governmental entity in writing by certified mail or personal delivery, within 10 (ten) 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 (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

- K. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.