

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

July 1, 2025

**CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS**

6:30 P.M. REGULAR MEETING

1. **CALL TO ORDER**
Mayor Lew White
2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation. Pledge of Allegiance to the United States and Texas flags.
3. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074- TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.**
 - A. Conduct evaluation and consider professional services agreement of the Municipal Court Judge.
4. **OPEN SESSION**
 - A. Discussion and/or action to consider the Municipal Court Judge professional services agreement.

6:45 P.M. WORK SESSION (No Action) (The Council Meeting Work Session may begin earlier than 6:45 p.m.; the Work Session will begin at the conclusion of the above discussion and/or action agenda item.)

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

DISCUSSION ONLY

- A. Discuss funding allocations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2025-2026. **5-7**
- B. Discuss semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees. **8-12**

- C. Discussion regarding Resolution 2025-21 authorizing application to the Texas Parks and Wildlife Local Park Grant Program for Phase-2 of Aquatics Facility construction funding. **13-16**
- D. Discussion regarding an agreement with Techline Construction, LLC for Project No. 6 - CF100 Clearfork Copper Replacement as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA). **17-151**
- E. Discuss an engineering design contract with M&S Engineering, LLC for upgrades to existing overhead primary conductors on the LK20 feeder, located east of US183 and between W China St. and FM20. **152-156**
- F. Discussion regarding authorizing the purchase and installation of replacement city-wide IT storage hardware and authorizing the City Manager to execute the purchase agreement. **157-161**
- G. Discussion regarding a request from Councilmember Castillo to initiate possible amendments to Chapter 64, Zoning, to prohibit manufactured housing in residential zoning districts. **162-168**

7:30 P.M. REGULAR MEETING (The Council Regular Meeting will continue at the conclusion of the above discussion only agenda items, but will not begin before 7:30 p.m.)

5. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.

6. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING and discussion regarding applications ZC-24-03 and PDD-24-02 by Jeffrey Pence of Manumit Investment Group and discussion and/or action to consider Ordinance 2025-14 for a ZONING CHANGE from PDD Planned Development District to PDD Planned Development District and adoption of a PDD Development Plan on 32.84 acres in the Frances Berry Survey, Abstract No. 2 and located in the 1300-1400 Block of South Cesar Chavez Parkway Northbound, the 2000 Block of Maple Street and the 1900-2000 Block of Clear Fork Street. **169-231**
- B. Hold a PUBLIC HEARING on application ZC-25-03 and consider a request by Caroline Kiefer, on behalf of Belinda Gillis and discussion and/or action on Ordinance 2025-13 for a Zoning Change from RHD Residential High Density District to CLB Commercial Light Business District on Lot 1, Block 1, RMSR Subdivision, consisting of 0.142 acres, located at 115 South Guadalupe Street. **232-247**

7. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding funding allocations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2025-2026. **248-250**
- B. Discussion and consideration to accept the semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees. **251-255**
- C. Discussion and/or action regarding Resolution 2025-21 authorizing application to the Texas Parks and Wildlife Local Park Grant Program for Phase-2 of Aquatics Facility construction funding. **256-259**
- D. Discussion and/or action regarding approval of an agreement with Techline Construction, LLC for Project No. 6 - CF100 Clearfork Copper Replacement as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA). **260-394**
- E. Discussion and/or action to approve engineering design contract with M&S Engineering, LLC for upgrades to existing overhead primary conductors on the LK20 feeder, located east of US183 and between W China St. and FM20. **395-399**
- F. Discussion and/or action regarding authorizing the purchase and installation of replacement city-wide IT storage hardware and authorizing the City Manager to execute the purchase agreement. **400-404**
- G. Discussion and/or action regarding request from Councilmember Castillo to initiate possible amendments to Chapter 64, Zoning, to prohibit manufactured housing in residential zoning districts. **405-411**

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

- Update on the City-Wide Neighborhood Watch organizational meeting that was held on June 18.
- Airport paving project update.
- New construction of Platinum Lockhart at 1708 W. San Antonio Street.
- New commercial subdivision construction in the 1800 block of South U.S. 183.
- Update on construction of Balcones Real Estate spec building in the 130 Industrial Park.
- New air medical service provider, Texas AirLIFE 01 servicing Caldwell County.
- Fireworks Extravaganza at City Park on July 3.
- City offices will be closed on Friday, July 4 in observance of Independence Day.

9. **COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST**
10. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON and SECTION 551.071 – CONSULTATION WITH ATTORNEY TO DISCUSS LEGAL ISSUES RELATED THERETO.**
- A. Discussion regarding five utility easements located on properties addressed as 215 S Commerce Street, 111 E Prairie Lea Street, 110 E Market Street, 112 Market Street, and 116 E Market Street, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Square Utility Project.
- B. Discussion regarding acquisition of a utility easement from Spillmann Properties, Ltd. parallel to the Union Pacific railroad tracks west of Stueve Lane.
11. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074- TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.**
- A. Discussion regarding appointment for the anticipated City Manager vacancy.
12. **OPEN SESSION**
- A. Discussion and/or action regarding five utility easements located on properties addressed as 215 S Commerce Street, 111 E Prairie Lea Street, 110 E Market Street, 112 Market Street, and 116 E Market Street, Lockhart, Caldwell County, Texas are necessary for the construction of the Lockhart Square Utility Project.
- B. Discussion and/or action regarding acquisition of a utility easement from Spillmann Properties, Ltd. parallel to the Union Pacific railroad tracks west of Stueve Lane.
- C. Discussion and/or action regarding appointment for the anticipated City Manager vacancy.
13. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the June 27, 2025 at 3:30 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discuss funding allocations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2025-2026.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On June 17, 2025, the following Non-Profit Organizations presented to the City Council their funding requests for Fiscal Year 2025-2026 (FYE 2026):

- Ascension Seton Hays Foundation Care-A-Van - \$10,000
- Caldwell County Food Bank - \$10,000
- CASA of Central Texas - \$12,000
- Combined Community Action - Meals on Wheels - \$8,000
- Hays-Caldwell Women's Center - \$10,000
- Lockhart Area Senior Citizen Center - \$4,000
- Take Me Home - Advocates for Transport - \$25,000

After the presentations, staff were directed to return the allocation of funding discussion to the next Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$79,000

Account Number: 100-5101-700

Funds Available: TBD

Account Name: Non-Profit Expense

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: City Council also received a presentation from Golden Age Home Assisted Living and provided staff direction to omit the Golden Age Home application for the FYE 2026 funding cycle.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends moving the funding

City of Lockhart, Texas

Council Agenda Item Cover Sheet

allocation for Take Me Home, if approved, from the 5101 - Mayor/Council budget to the 5315 - Animal Services budget to more accurately account for the services provided.

LIST OF SUPPORTING DOCUMENTS: FYE 2026 - Non-profit Contribution History

City of Lockhart

Historical Contributions to Non-Profit/Special Interest Organizations

Organization	FYE 2023	FYE 2024	FYE 2025	FYE 2026 Request
Caldwell County Animal Coalition	-	-	-	
Caldwell County Food Bank	6,587	10,900	5,000	10,000
Care-A-Van	2,500	10,000	5,000	10,000
CASA of Central Texas, Inc.	4,517	13,000	12,000	12,000
Cenikor Foundation	2,000	-	-	-
Combined Community Action - Meals on Wheels	8,221	8,800	8,000	8,000
Hays-Caldwell Council on Alcohol & Drug Abuse	-	-	-	-
Hays-Caldwell Women's Center	5,255	9,745	10,000	10,000
Lockhart Area Senior Citizen Center	4,462	5,085	4,000	4,000
Take Me Home - Advocates for Transport	-	-	5,000	25,000
Where We Thrive Inc.	-	-	-	-
Totals:	33,542	57,530	49,000	79,000

City of Lockhart, Texas

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COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discuss semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION:

PROJECT SCHEDULE (if applicable): The most recent Capital Improvement Plan (CIP) update was adopted May 2, 2023. An update of the CIP and impact fees will be required to start prior to the five-year anniversary of the current CIP.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): As a result of the ongoing collection of fees and the existing balances accruing interest, several of the projects in the water, wastewater, and roads Capital Improvement Plans can be funded at the 50 percent level outlined in their respective CIPs, with the other half of project costs to be contributed by project developers.

PREVIOUS COUNCIL ACTION: City Council last heard an update on the status of the CIP and impact fees at its December 17, 2024 meeting and recommended no further action.

COMMITTEE/BOARD/COMMISSION ACTION: The Impact Fee Advisory Committee met on June 25, 2025 and recommended acceptance of the report with no further action at this time.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends acceptance of the report and does not recommend updating the CIP or impact fees at this time.

LIST OF SUPPORTING DOCUMENTS: Spring 2025 signed committee report to CC, impact fee Exhibit A Spring 2025, Spring 2025 Exhibit B

IMPACT FEE REPORT
To Lockhart City Council –June 2025

PURPOSE

State law requires a continuing semi-annual role for the Impact Fee Advisory Committee in monitoring the progress of implementation of the impact fee ordinance, and in advising the City Council on needed revisions. More specifically, State law provides that the Committee:

- 1) Monitor and evaluate implementation of the capital improvement plans;
- 2) File semi-annual reports with respect to the progress of the capital improvements plans and report to City Council any perceived inequities in implementing the plans or imposing the impact fees; and,
- 3) Advise the City Council of the need to update or revise the land use assumptions, capital improvements plans (CIP's), and impact fees.

This is the 44th status report since the City's impact fee ordinance was originally adopted on January 15, 2002, and is for the period from October 1, 2024 through March 31, 2025. It is the fifth report since the update adopted on May 2, 2023. The six-month reporting dates align with the fiscal year quarters.

STATUS OF ACCOUNTS

Exhibit A shows revenue totaling \$945,929 during the period covered by this report. Fees collected during the six-month period were for 53 new houses (71 last period), and four new commercial buildings. The only expenditures were periodic payments of invoices to the impact fee update consultants as they prepared the recent impact fee update. There was also a charge against the Service Area 1 road impact fees due to a successful appeal of the rate charged for an industrial project. The water, wastewater, and road impact fee account balances for the previous semi-annual report, as well as the current balances as of October 1, 2024, including accrued interest, are shown in the table.

The total estimated cost of all the projects in the capital improvement plans in effect during the six-month reporting period was \$120,118,135. However, the City Council adopted one-half that amount as the maximum to be collected by May 1, 2023, which is the end of the ten-year CIP period, so the maximum fees are based on an estimated cost of all three CIP's being \$60,059,068. The total of all impact fees spent on CIP projects so far since the April 4, 2017 update is \$774,729, which does not include payments to the impact fee update consultants. The total amount still to be spent is \$59,957,603. The total balance available remaining

collectively in the four impact fee accounts that can be used toward meeting that goal, is currently \$12,867,597.

TRENDS

The bar graph in **Exhibit B** illustrates the impact fee collection trends beginning with the first semi-annual report in July 2003. The trends reflect the state of the economy, as well as the availability of lots for residential development. Housing production and platting of new subdivisions have slightly decreased, with the total impact fee revenue in this six-month reporting period being the lowest since the current housing construction boom started in 2022. This period is the fifth highest revenue since the City began the semi-annual reports in 2003. It is important to build a healthy balance in all of the accounts because there is interest in development where the City does not currently have adequate infrastructure, but where many of the needed projects are already listed in the impact fee CIP's.

UPDATE

This report reflects the impact fee update completed and adopted in 2023, although a few of the fees received were for projects still building out under the old impact fees. In addition, The CIPs are intended to reflect the anticipated growth of the city, and the rapid population growth we are experiencing may require changes in the location and size of projects that are in the current CIPs, and/or may support adding new projects in future reviews of the city's CIP.

RECOMMENDATION

The Committee met on June 25, 2025, and unanimously voted to forward this semi-annual report to the City Council for the period ending on March 31, 2025, recommending that no further changes are necessary at this time.

Respectfully,

A handwritten signature in black ink, appearing to read 'Philip Ruiz', with a long horizontal line extending to the right.

Philip Ruiz, Chair
Impact Fee Advisory Committee

EXHIBIT A

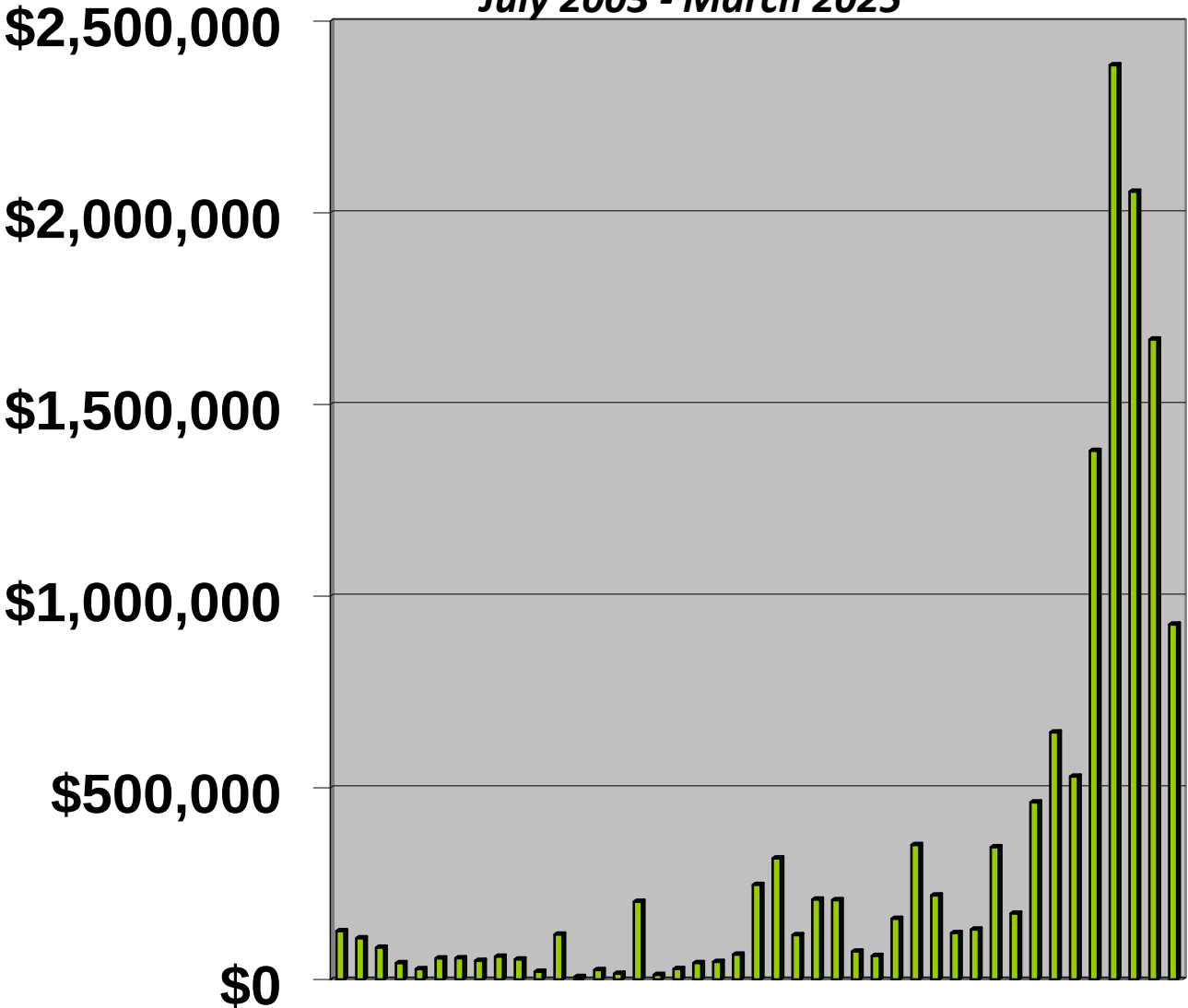
SPRING 2025 IMPACT FEE ACCOUNT BALANCES¹

	<u>October 1, 2024</u>	+	Revenue ²	–	Expense ³	<u>April 1, 2025</u>
Water	4,227,721		335,567		6,175	4,520,614
Wastewater	3,920,150		349,332		37,303	4,154,949
Roads (Service Area 1)	2,377,944		150,986		0	2,513,187
Roads (Service Area 2)	1,588,803		90,044		0	1,678,847
TOTAL	\$12,114,618		\$945,929		\$43,478	\$12,867,597

- 1. All amounts have been rounded to the nearest dollar.*
- 2. Revenue amounts include accrued interest.*
- 3. Expenses were due to invoices from water/wastewater master plan consultants.*

One-half total CIP estimated cost (estimated 100% cost of all projects is \$120,118,135):	\$60,059,068
Total spent on projects since adoption of Ordinance 2023-09 on May 2, 2023:	\$117,739
Remaining amount of 1/2 estimated cost not yet spent:	\$59,941,329
Current balance on April 1, 2025:	\$12,867,597

EXHIBIT B
IMPACT FEE SEMI-ANNUAL REVENUE
July 2003 - March 2025



City of Lockhart, Texas

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COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion regarding Resolution 2025-21 authorizing application to the Texas Parks and Wildlife Local Park Grant Program for Phase-2 of Aquatics Facility construction funding.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: A Texas Parks & Wildlife Grant for the Local Park Grant Program was identified as a potential funding source for the planned Aquatics Facility. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant-assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public. Eligible applicants include political subdivisions of the State of Texas legally responsible for providing public recreation services to their citizens. This same grant was applied for and awarded last year for phase-1 of the project. This application will support funding for phase-2 of the project.

PROJECT SCHEDULE (if applicable): The grant has a submittal deadline of August 1, 2025

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The maximum grant award amount is \$750,000 and requires matching funds from the City

PREVIOUS COUNCIL ACTION: Council approved Resolution 2023-20 on November 21, 2023, giving direction to City staff to pursue the construction of a new Aquatics Facility in accordance with the concept presented to the Council during a special meeting on October 23, 2023, and directed City staff to research potential grant opportunities for its construction. Council approved Resolution 2024-18 on July 16, 2024, to apply to the Texas Parks & Wildlife Local Grant Program to support funding for phase-1 of the Aquatics Facility construction.

COMMITTEE/BOARD/COMMISSION ACTION: The Citizen Aquatics Committee and the Parks Advisory Board approved the concept design of the Aquatics Facility and site location and recommend applying for the Texas Parks & Wildlife Local Park Grant Program to support funding for the project.

City of Lockhart, Texas

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STAFF RECOMMENDATION/REQUESTED MOTION: Approve the Resolution.

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2025-21 TP&W Grant Application

RESOLUTION 2025-21

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, HEREINAFTER REFERRED TO AS “APPLICANT,” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS “DEPARTMENT,” FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HERINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

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

- SECTION 1.** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.
- SECTION 2.** That the Applicant hereby certifies that the matching share for this application is readily available at this time.
- SECTION 3.** That the Applicant hereby authorizes and directs the Parks & Recreation Director to act for the Applicant in dealing with the Department for the purposes of the Program, and that the Parks & Recreation Director is hereby officially designated as the representative in this regard.
- SECTION 4.** The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as the Lockhart Aquatics Facility in the City of Lockhart for use as a park site and is hereby dedicated for public park and recreation purposes in perpetuity.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 1st DAY OF JULY 2025.**

CITY OF LOCKHART

Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

City of Lockhart, Texas

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COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion regarding an agreement with Techline Construction, LLC for Project No. 6 - CF100 Clearfork Copper Replacement as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA).

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Techline Construction is LCRA's preferred contractor for projects because they are experienced with high-voltage line repairs. Techline has conducted the majority of Lower Colorado River Authority (LCRA) projects for the City of Lockhart since 1995.

Project No. 6 is a "System Rehabilitation" project and part of the LCRA's five-year System Study that will replace single-strand copper conductor. Project No. 6 will upgrade approximately 3,300 ft. of three-phase power line along Clearfork, between San Jacinto and Frio. A new air-break switch will be installed along Frio to tie circuit CF100 to LK40. The estimate for this project assumes that all the poles are replaced with wood poles and all existing equipment (transformers, cutouts, streetlights, etc) will be transferred to the new poles.

Project No. 6 is anticipated to begin in the third quarter of 2025 (July–September) and be completed by the fourth quarter of 2025 (October–December). Labor for Project No. 6 is an estimated total of \$304,600, and not to exceed \$325,600.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: 325,600

Account Number: 500-5745-911

Funds Available: 325,600

Account Name: Construction/Project Improvement

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends

City of Lockhart, Texas

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approval.

LIST OF SUPPORTING DOCUMENTS: Techline Construction Agreement - Project 6 -
Clearfork - FINAL

ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT

This **ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT** (“**Agreement**”) is entered into by and between the City of Lockhart, Texas (“**Owner**”) and Techline Construction, LLC (“**Contractor**”) and is effective as of the date of the signature of the last party to sign below (the “**Effective Date**”).

1. Contract Documents. This Agreement includes the following Contract Documents which shall be construed in the order of precedence in which they are listed:

1. This Agreement;
2. Exhibit A – M&S Engineering Construction Drawings (complete title), Project 6 – CF100 Clearfork Copper Replacement;
3. Exhibit B – Contract No. 6779 Distribution Construction Services between the Lower Colorado River Authority and Techline Construction, LLC, dated May 6, 2025; and
4. Exhibit C – Proposal by Techline Construction, LLC to the City of Lockhart dated March 18, 2025, containing the estimate for the total cost of labor and equipment to complete the CF100 Clearfork Copper Replacement;

Exhibits A, B, and C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Contractor agrees to provide Owner with the services included in Exhibits pursuant to the terms and conditions of this Agreement, including all exhibits thereto.

2. Scope. Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services, other than engineering services, to complete the work described in the Contract Documents, specifications, and Construction Drawings (the “**Work**”). Contractor agrees to perform the Work under the same terms and conditions and pricing contained in the Contract Documents. All orders and payments for the Work will be issued directly from Owner to Contractor, and Contractor will provide the services and associated invoices directly to Owner. Contractor shall not provide any additional items or services or bill for expenses incurred for Owner not specified by this Agreement unless Owner requests and approves in writing the additional costs for such services. Owner shall not be liable for any additional expenses of Contractor not specified by this Agreement unless Owner first approves such expenses in writing.

3. Compensation. Owner agrees to pay the Contractor in accordance with the prices listed in the proposal attached to the Contract Documents, estimated to be \$304,600.00 and not to exceed \$325,600.00, and in any change orders executed by the parties.

4. Term. The term of this Agreement shall be for one year beginning on the Effective Date and ending one calendar year thereafter. Owner shall be able to renew this agreement for two one-year renewal options by written agreement of the parties.

5. Independent Contractor. This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one

another. The relationship of the Contractor to Owner is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contractor hereby agrees to hold Owner harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. LCRA. LCRA is not a party to, and will in no way be responsible to either Owner or Contractor for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between Contractor and Owner. Owner and Contractor releases LCRA from any liability associated with Owner's transactions under the Agreement.

7. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Lockhart
Attn: City Manager
308 W. San Antonio St.
Lockhart, TX 78644

Techline
Attn: President
9609 Beck Circle
Austin, TX 78758

8. Default. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Agreement, Owner may terminate the Agreement on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by Owner related to this default.

9. Alternative Dispute Resolution. The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by Owner of the right to seek redress in a court of law.

10. Assignment. The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned

or delegated without the written consent of the other party, except as expressly allowed by this contract.

11. Compliance with Law. Contractor shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

12. Non-Appropriations. To the extent this contract constitutes public debt in connection with Article 11, Sec. 5 of the Texas Constitution, Contractor understands that Owner is a governmental entity, and should the Owner fail to provide funding for any period during the term of this contract, Owner shall be excused for all liability for payment. Owner is required to give Contractor written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from Owner, this contract will automatically terminate.

13. Governing Law/Venue/Statute of Limitations. The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against Owner pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Caldwell County, Texas or a United States District Court within the county.

14. Force Majeure. In the event of Force Majeure, Owner may terminate this agreement by written notice following such casualty and Owner shall not be responsible for any damages sustained by Contractor. Force Majeure shall mean fire, earthquake, flood, tornado, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Owner.

15. Confidentiality. Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

16. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, DEMANDS, PROCEEDINGS, COSTS, AND LIABILITIES OF EVERY KIND, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE OWNER, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

17. Insurance. For the entire term of the Agreement (“Term”), Contractor shall maintain at his/her sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate of insurance evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner prior to the start of work.

- (1) Worker’s Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$2,000,000.00 excess of specified limits;

All policies must contain a waiver of subrogation against Owner. Comprehensive General Liability and Commercial Automobile Liability policies must name Owner as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by Owner. Contractor shall provide Owner Certificates of Insurance evidencing these insurance requirements prior to the start of work.

18. Audit; Independent Audits; Right to Audit; Retention; Supporting Documents. The Contractor agrees and authorizes Owner and/or the Owner’s Auditor (collectively, “Auditor”) to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with Auditors conducting such audits or Investigations and to provide all information and documents reasonably requested.

19. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of Owner to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on Owner’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on Owner except to the extent authorized by the laws and Constitution of the State of Texas.

20. Sovereign Immunity. Except as otherwise provided by Texas law, neither the execution of the Agreement by Owner nor any other conduct, action or inaction of any Owner representative relating to the Agreement is a waiver of sovereign immunity by Owner.

21. Representations by Contractor. Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement other than approval to cross state or interstate highways and railroads, which shall be the responsibility of Owner. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.

22. Eligibility to Receive Payment. Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

23. Risk of Loss. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by Owner. In the case of any loss or damage to the work prior to Owner's acceptance, such loss or damage will be Contractor's responsibility.

24. Legal Construction/Severability. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

25. Non-Waiver. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

26. Entire Agreement. The Contract Documents constitutes the entire agreement and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

27. Authority. The person signing below on behalf of Owner and Contractor warrants that he/she has the authority to execute this contract according to its terms.

28. Amendment. This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

29. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Statutorily Required Provisions. See Exhibit D.

IN WITNESS WHEREOF, City and Contractor, by and through their duly authorized officers and Representatives, have executed this Agreement as of the date first above written.

CITY OF LOCKHART

By: _____
Lew White, Mayor

Date: _____

Attest:

By: _____
Julie Bowermon, City Secretary, HR Director

Date: _____

TECHLINE CONSTRUCTION, LLC

By:  _____
Don Lawyer, President

Date: 6-25-2025

EXHIBIT A

- *** TRANSFER ALL EXISTING OH CONVENTIONAL POLE MOUNTED TRANSFORMERS FROM REMOVAL POLES TO NEW POLE INSTALLATIONS.
- *** TRANSFER ALL EXISTING STREET LIGHT EQUIPMENT (ARMS, ILLUNINATOR, ETC) FROM REMOVAL POLES TO NEW POLE INSTALLATIONS.
- *** JET VACUUM SCOPE OF WORK - WILL BE REQUIRED AT DIG TESS LINE LOCATE GROUND MARKINGS - THAT ARE IN POTENTIAL CONFLICT WITH NEW POLE LOCATIONS.
- *** ELECTRIC CONTRACTOR RESPONSIBLE FOR " ALL " REQUIRED TRAFFIC CONTROL PROCEDURES IN THE PROJECT SCOPE OF WORK.

ALL INSTALLATION OF MATERIALS FOR CONSTRUCTION AND GROUND CLEARANCES FOR OVERHEAD AND UNDERGROUND INFRASTRUCTURE WILL BE IN ACCORDANCE WITH CITY STANDARDS, NESC, AND NEC CODE COMPLIANCE.

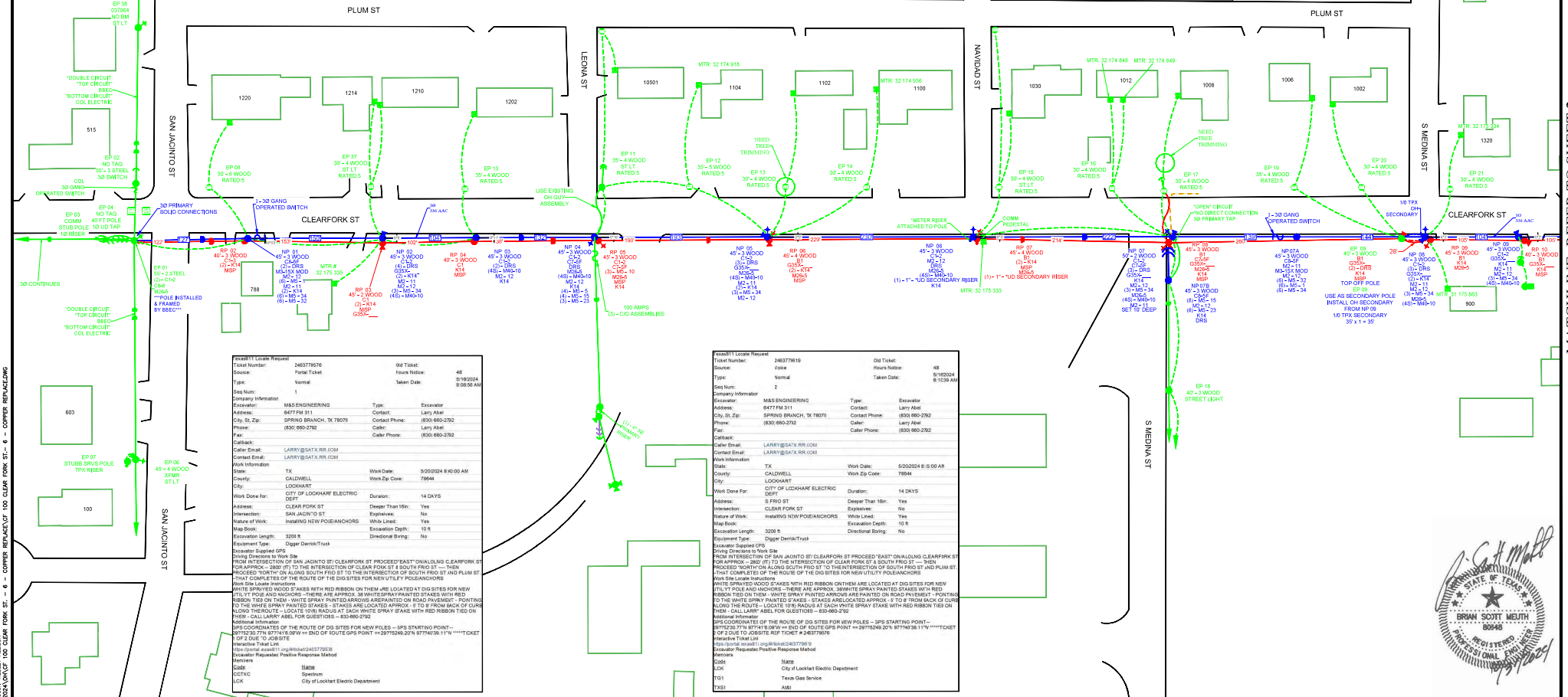
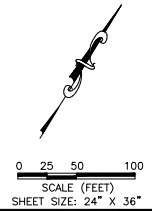
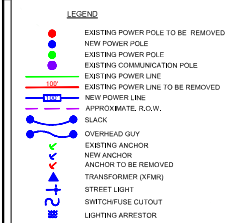
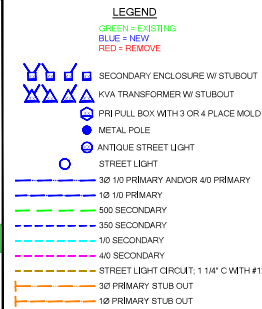
- *** USE POLE SET AT ALL NEW POLE LOCATIONS**

- *** ALL **SOLID CONNECTIONS** BETWEEN 3Ø OVERHEAD PRIMARY 336 AAC CIRCUITS WILL BE - **SHOOT ON" TYPE.** (**WEDGE CONNECTORS**)

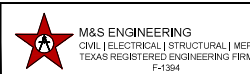
- *** ALL **ARRESTOR EQUIPMENT** FOR OVERHEAD TRANSFORMER INSTALLATIONS WILL BE "**TANK MOUNTED**" TYPE.

- *** ALL **FUSING AND RESPECTIVE PRIMARY TAP PHASING "CALL OUTS"** (AØ - BØ - CØ) WILL BE COORDINATED WITH AND APPROVED BY **CITY OF LOCKHART** **ELECTRIC DEPT. INSPECTOR.**

BBEC WILL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING THE JOINT USE POLES AND HARDWARE INCLUDED AT THE JOINT USE LOCATIONS; INCLUDING: CROSSARMS, GUY/ANCHORS, AND BBEC OVERHEAD CONDUCTOR.



*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.



DATE	BY	REVISION
10/2/2024	BRAND	1.0
10/2/2024	SCOTT	1.1
10/2/2024	MEETH	1.2
10/2/2024	W. ALLISON	1.3

EXHIBIT A

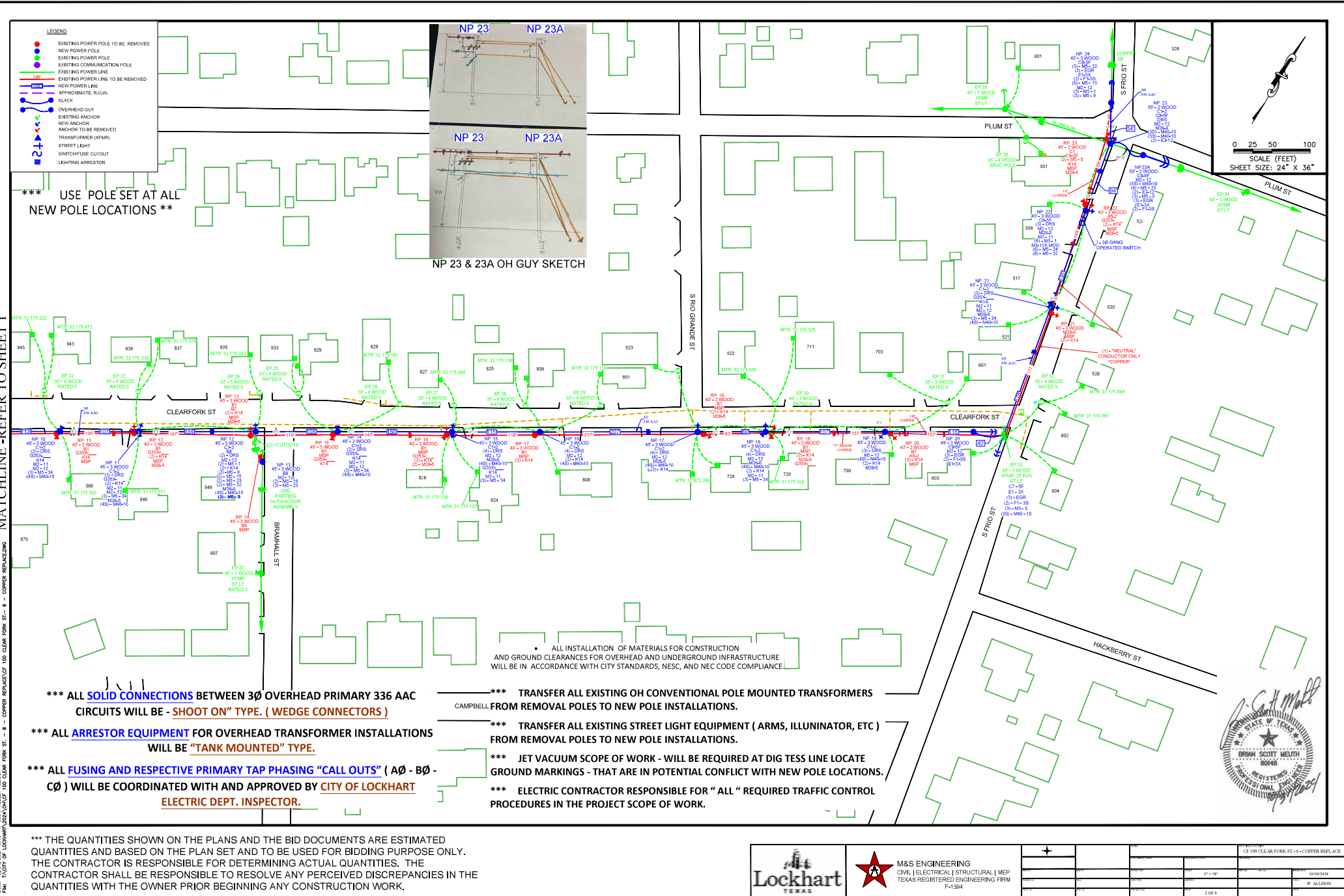
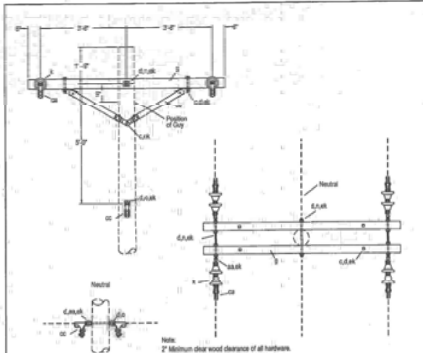
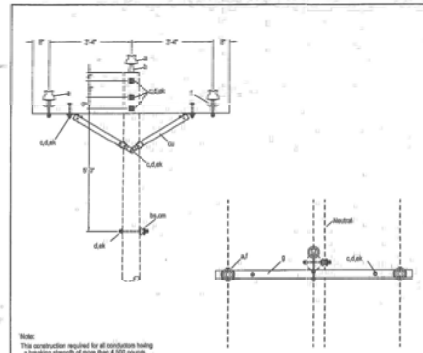
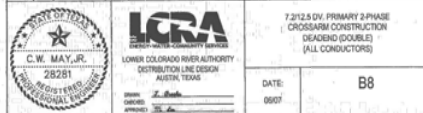


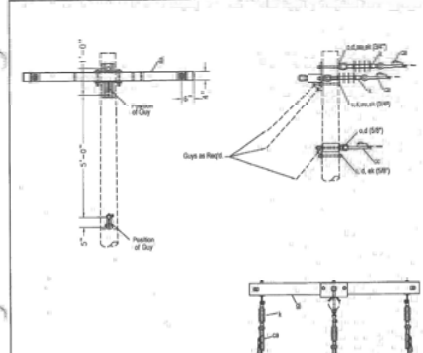
EXHIBIT A



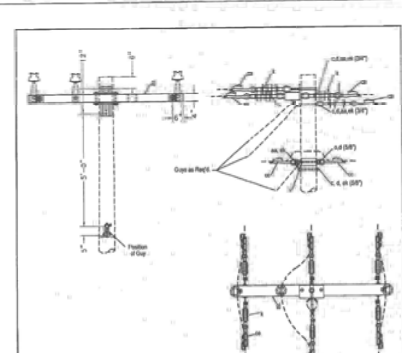
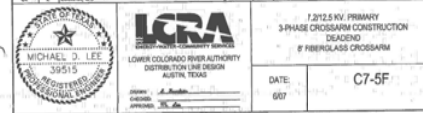
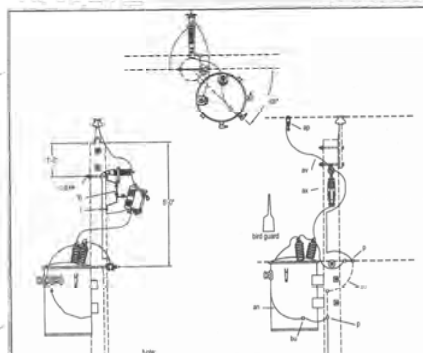
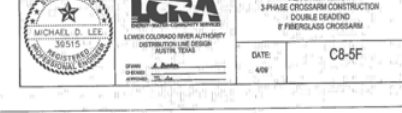
ITEM	NO	MATERIAL	ITEM	NO	MATERIAL
c	6	lock, machine, 1/2" x required length	ii	2	Decadent assembly, metal
d	6	lock, machine, 1/2" x required length	iii	2	Brass, lock, 5/8" size, 10" long
e	4	Washer, square, 1/8" diameter, 1/16" hole	iv	4	Locknut, 1/2"
f	12	Washer, square, 2-5/8" x 3/16" x 1/16" hole	vi	15	Locknut, 5/8"
g	2	Flange, 3-1/4" x 1/4" x 1/4"			
h	8	Insulator, suspension type, class 12-1			
i	3	SB, splice, wiring, 50FT x 1/2" length			
j	1	SB, cap, 1/2" x required length			
ka	5	NA, size, 5/8"			
kb	4	Decadent assembly, primary			



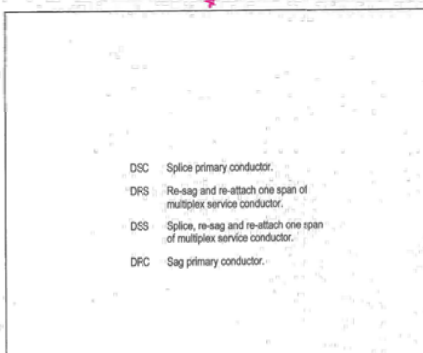
ITEM NO.	MATERIAL	ITEM NO.	MATERIAL
a	3 Insulator, pin type, class 55-4	cto	10 Brass, wood, 60° angle, 1/8" drop
b	1 Pin, split, 20"	eh	2 Locking, 1/2"
c	2 Wash, machine, 1/2" x required length	eh	4 Locking, 5/16"
d	4 Bolt, machine, 5/8" x required length	g	3 The, single 1/2" groove
e	2 Washers, equal, 3/4" dia, 1/4" thick	h	1 The, equal
f	2 Pin, crossbar, clamp type		
g	1 Crossbar, 3/4" x 3/4" x 4"		
h	1 Bolt, single angle, 5/8" x required length, with locknut		
im	1 Insulator, equal type, class 55-4		



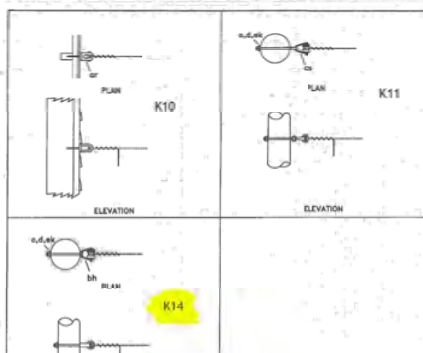
ITEM	NO.	MATERIAL	ITEM	NO.	MATERIAL
c	1	Bolt, machine, 3/4" x req'd length	ea	2	Locknut, 3/4"
d	1	Bolt, machine, 5/8" x req'd length	at	1	Assembly, dead-end, Douglas, brackens, strength at least 100,000 lbs.
e	4	Washer, square, 2-1/2" x 1/2" x 1/4"			
f	3	Insulator, dead-end suspension, 1" pipe polymer, 15K DCL			
g	1	Shk., 1/2" x 60" x req'd length			
h	1	Bolt, eye, 2 1/2" x req'd length			
i	1	Shk., 1/2" x 60" x req'd length			
j	1	Shk., 1/2" x 60" x req'd length			
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fl	1	Shk., 1/2" x 60" x req'd length			
fm	1	Shk., 1/2" x 60" x req'd length			
fn	1	Shk., 1/2" x 60" x req'd length			
fo	1	Shk., 1/2" x 60" x req'd length			
fp	1	Shk., 1/2" x 60" x req'd length			
fq	1	Shk., 1/2" x 60" x req'd length			
fr	1	Shk., 1/2" x 60" x req'd length			
fs	1	Shk., 1/2" x 60" x req'd length			
ft	1	Shk., 1/2" x 60" x req'd length			
fu	1	Shk., 1/2" x 60" x req'd length			
fv	1	Shk., 1/2" x 60" x req'd length			
fw	1	Shk., 1/2" x 60" x req'd length			
fx	1	Shk., 1/2" x 60" x req'd length			
fy	1	Shk., 1/2" x 60" x req'd length			
fz	1	Shk., 1/2" x 60" x req'd length			
ga	1	Shk., 1/2" x 60" x req'd length			
gb	1	Shk., 1/2" x 60" x req'd length			
gc	1	Shk., 1/2" x 60" x req'd length			
gd	1	Shk., 1/2" x 60" x req'd length			
ge	1	Shk., 1/2" x 60" x req'd length			
gf	1	Shk., 1/2" x 60" x req'd length			
gg	1	Shk., 1/2" x 60" x req'd length			
gh	1	Shk., 1/2" x 60" x req'd length			
gi	1	Shk., 1/2" x 60" x req'd length			
gj	1	Shk., 1/2" x 60" x req'd length			
gk	1	Shk., 1/2" x 60" x req'd length			
gl	1	Shk., 1/2" x 60" x req'd length			
gm	1	Shk., 1/2" x 60" x req'd length			
gn	1	Shk., 1/2" x 60" x req'd length			
go	1	Shk., 1/2" x 60" x req'd length			
gp	1	Shk., 1/2" x 60" x req'd length			
gq	1	Shk., 1/2" x 60" x req'd length			
gr	1	Shk., 1/2" x 60" x req'd length			
gs	1	Shk., 1/2" x 60" x req'd length			
gt	1	Shk., 1/2" x 60" x req'd length			
gu	1	Shk., 1/2" x 60" x req'd length			
gv	1	Shk., 1/2" x 60" x req'd length			
gw	1	Shk., 1/2" x 60" x req'd length			
gx	1	Shk., 1/2" x 60" x req'd length			
gy	1	Shk., 1/2" x 60" x req'd length			
gz	1	Shk., 1/2" x 60" x req'd length			
ha	1	Shk., 1/2" x 60" x req'd length			
hb	1	Shk., 1/2" x 60" x req'd length			
hc	1	Shk., 1/2" x 60" x req'd length			
hd	1	Shk., 1/2" x 60" x req'd length			
he	1	Shk., 1/2" x 60" x req'd length			
hf	1	Shk., 1/2" x 60" x req'd length			
hg	1	Shk., 1/2" x 60" x req'd length			
hh	1	Shk., 1/2" x 60" x req'd length			
hi	1	Shk., 1/2" x 60" x req'd length			
hj	1	Shk., 1/2" x 60" x req'd length			
hk	1	Shk., 1/2" x 60" x req'd length			
hl	1	Shk., 1/2" x 60" x req'd length			
hm	1	Shk., 1/2" x 60" x req'd length			
hn	1	Shk., 1/2" x 60" x req'd length			
ho	1	Shk., 1/2" x 60" x req'd length			
hp	1	Shk., 1/2" x 60" x req'd length			
hq	1	Shk., 1/2" x 60" x req'd length			
hr	1	Shk., 1/2" x 60" x req'd length			
hs	1	Shk., 1/2" x 60" x req'd length			
ht	1	Shk., 1/2" x 60" x req'd length			
hu	1	Shk., 1/2" x 60" x req'd length			
hv	1	Shk., 1/2" x 60" x req'd length			
hw	1	Shk., 1/2" x 60" x req'd length			
hx	1	Shk., 1/2" x 60" x req'd length			
hy	1	Shk., 1/2" x 60" x req'd length			
hz	1	Shk., 1/2" x 60" x req'd length			
ia	1	Shk., 1/2" x 60" x req'd length			
ib	1	Shk., 1/2" x 60" x req'd length			
ic	1	Shk., 1/2" x 60" x req'd length			
id	1	Shk., 1/2" x 60" x req'd length			
ie	1	Shk., 1/2" x 60" x req'd length			
if	1	Shk., 1/2" x 60" x req'd length			
ig	1	Shk., 1/2" x 60" x req'd length			
ih	1	Shk., 1/2" x 60" x req'd length			
ii	1	Shk., 1/2" x 60" x req'd length			
ij	1	Shk., 1/2" x 60" x req'd length			
ik	1	Shk., 1/2" x 60" x req'd length			
il	1	Shk., 1/2" x 60" x req'd length			
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in	1	Shk., 1/2" x 60" x req'd length			
io	1	Shk.,			

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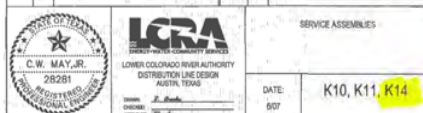
by MICHAEL D. LEE, PE, S.E. on 05/07/2017			
ITEM NO.	MATERIAL	ITEM NO.	MATERIAL
c	3 Bolt, machine, 5/8" x required length	2	Ground, bar, for heating
d	3 Washer, square, 2-1/4" x 3/16", 11/16" hole	ap	1 Clamp, hot line, with strap
j	1 Screw, lag, 1/2" x 4"		
l	1 Transformer		
m	1 Conductor, 48 insulated		
n	1 Conductor, insulated, 1/2" core, insulated		
o	1 Conductor, shielded and shielded		
tr	1 Conductor, transformer primary		
re	2 1/2" conduit, 1/2"		



DSC	Splice primary conductor.
DRS	Re-sag and re-attach one span of multiplex service conductor.
DSS	Splice, re-sag and re-attach one span of multiplex service conductor.
DFC	Sag primary conductor.

[illegible]

ELEVATION		ELEVATION	
ITEM	NO	ITEM	NO
c	Roll, machine, 50' x required length		
d	Washer, square, 2-1/4" x 3/16", 1-1/2" hole		
e	Roll, eye, 50' x required length		
af	Washer		
ah	Clamp, metal, stainless, 1/2" x 1/2"		
ai	Clamp, metal, stainless, 1/2" x 1/2"		
ak	Locknut, 5/8"		



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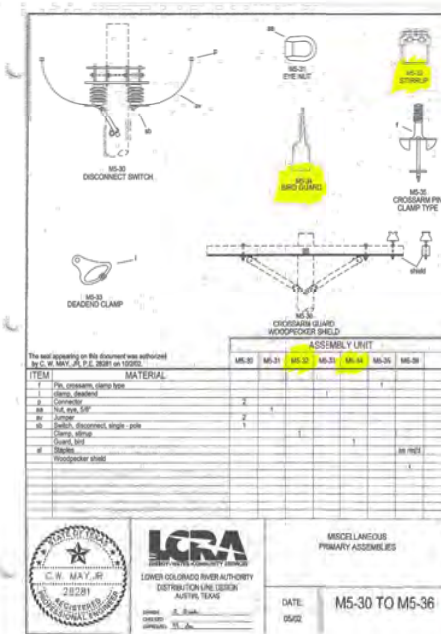
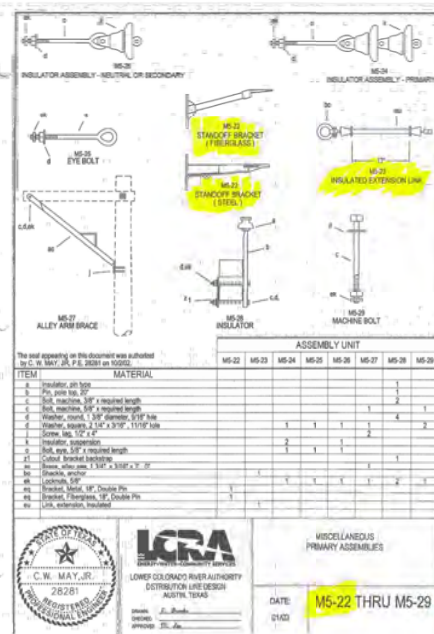
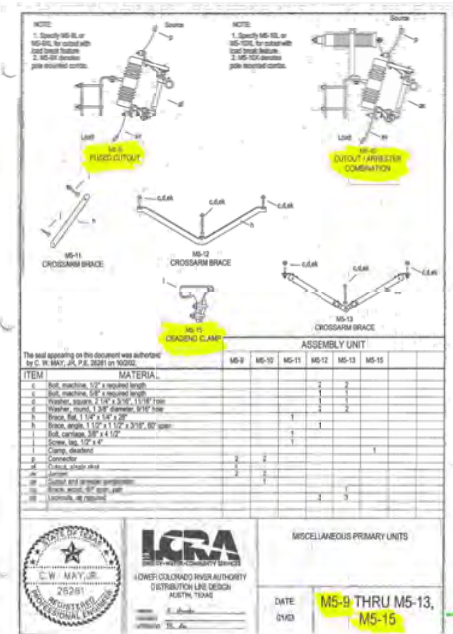
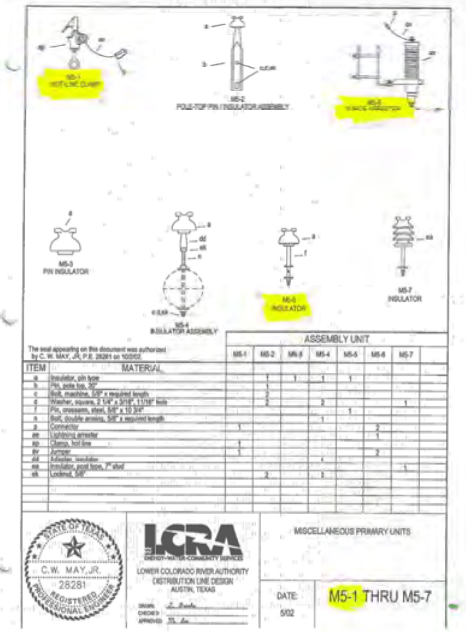
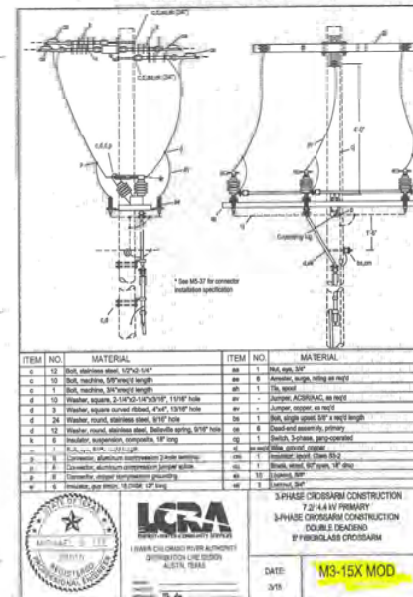
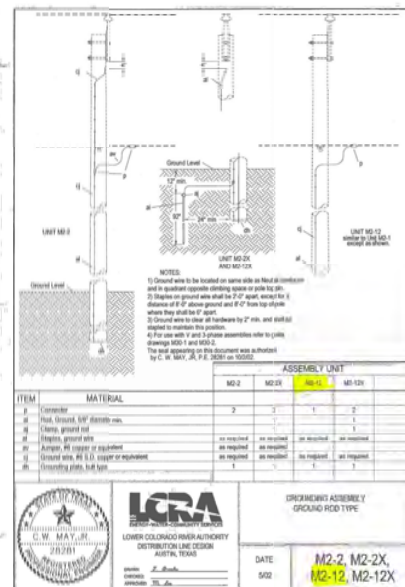
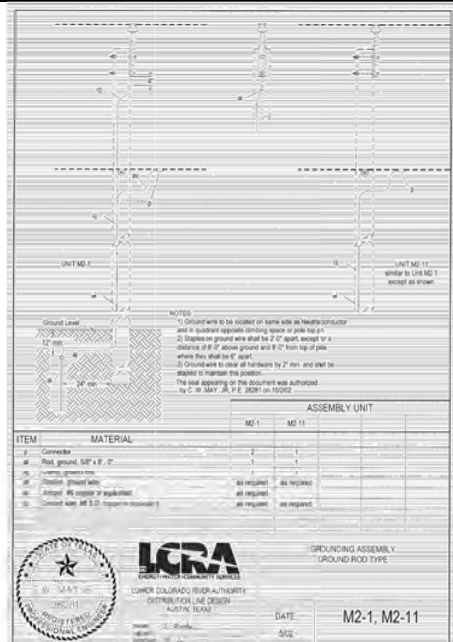
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M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS REGISTERED ENGINEERING FIRM
F-1394

	DATE		TIME		LOCATION	
	10/30/2024		10:30 AM		100 CLEAR FORK ST. - 6" COPPER REPLACE	
DATE	TIME	DRIVER	WITNESS	REMARKS	DATE	TIME
10/30/24	10:30 AM	WILLIAMSON	N.T.A.		10/30/2024	10:30 AM
DATE	TIME	DRIVER	WITNESS	REMARKS	DATE	TIME
10/30/24	10:30 AM	WILLIAMSON	3 OF 3		10/30/2024	10:30 AM

EXHIBIT A



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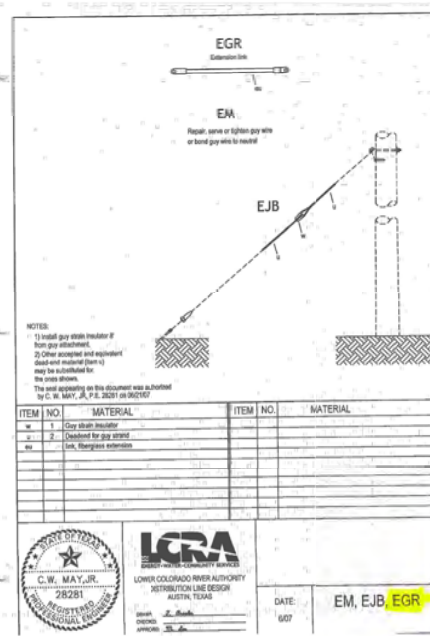
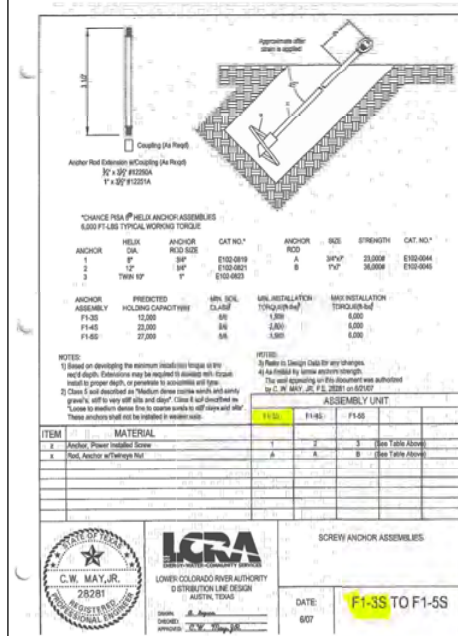
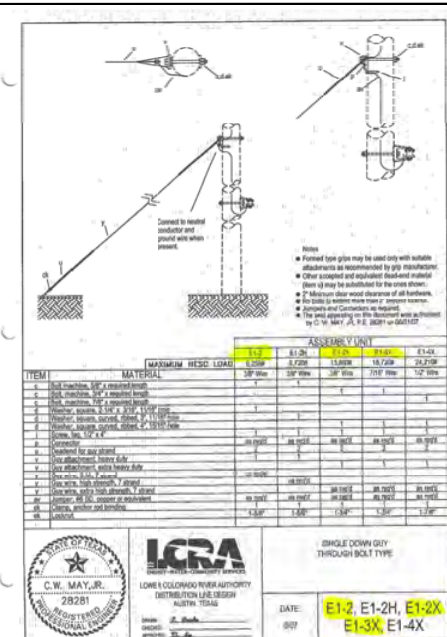
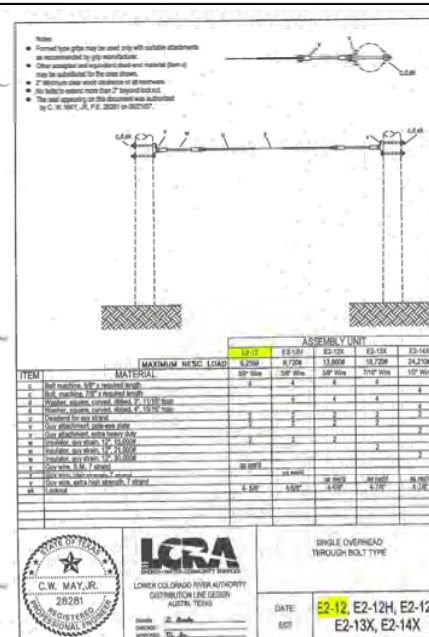
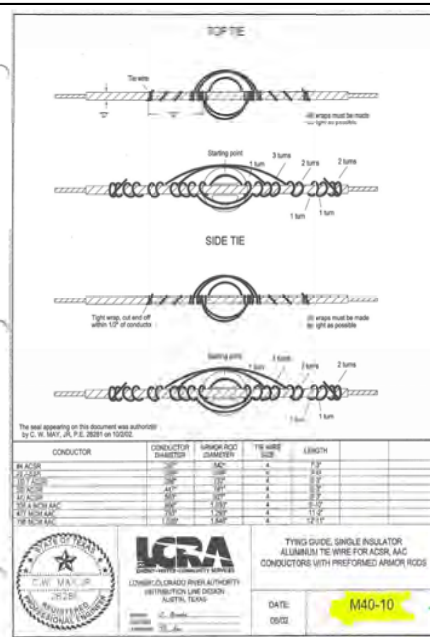
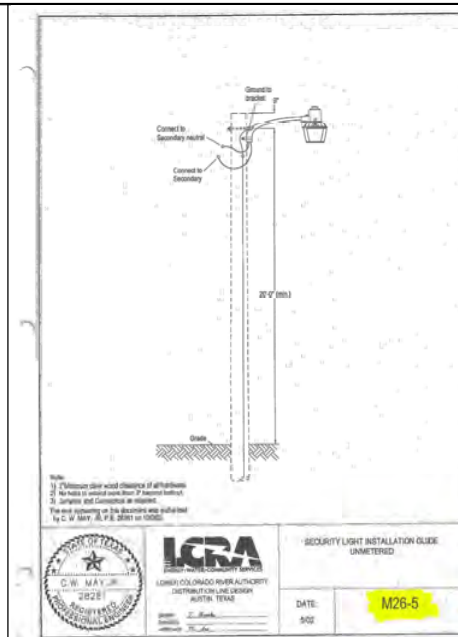


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M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MECHANICAL
TEXAS REGISTERED ENGINEERING FIRM
F-1394

EXHIBIT A



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EXHIBIT A

FRAMING SPECIFICATION UNITS			
A1	SINGLE PHASE PRIMARY CONSTRUCTION	W40-STG	INSTALL OR REMOVE CONDUCTOR TIE, SINGLE TOP GROOVE
A1-1	SINGLE PHASE (DOUBLE POLE PIN) CONSTRUCTION	W40-SSG	INSTALL OR REMOVE CONDUCTOR TIE, SINGLE SIDE GROOVE
A2	SINGLE PHASE (0° to 30° ANGLE) SMALL CONDUCTOR	W40-DTG	INSTALL OR REMOVE CONDUCTOR TIE, SINGLE SIDE GROOVE
A3	SINGLE PHASE (30° to 60° ANGLE) "ALL" CONDUCTORS	W40-DSG	INSTALL OR REMOVE CONDUCTOR TIE, DOUBLE SIDE GROOVE
A4	SINGLE PHASE (DOUBLE DEADEND 160° to 90° ANGLE *** ALL CONDUCTORS	W2 - 1	GROUND ROD
A5-2	SINGLE PHASE (DEADEND) ** ALL CONDUCTORS SINGLE PHASE ON PRIMARY TAP	W2 - 12	BUTT PLATE
B1	(2 - PHASE) - "V" - (1) - CROSSARM - "INLINE" PRIMARY CONSTRUCTION	W2 - 15	GROUND ROD ASSEMBLY - 500 SECTIONALIZING / AIR BREAK SWITCH
B8	(2 - PHASE) - "V" - (2) CROSSARM ** DOUBLE DEADEND) PRIMARY CONSTRUCTION	W3 - 1	C/O - PRIMARY TAP
C1	SINGLE CROSSARM - SMALL CONDUCTOR	W5-15X MOD	DOUBLE DEAD - 30 SWITCH-GEAR INSTALLATION
C1-1	(1) SET - DOUBLE CROSSARMS - SMALL CONDUCTOR	W5 - 1	(1) - HOT LINE CLAMP
(2) - C1-1	(2) SETS - DOUBLE CROSSARMS - SMALL CONDUCTOR	(2) - M5 - 1	(2) - HOT LINE CLAMPS
(3) - C1-1	(3) SETS - DOUBLE CROSSARMS - SMALL CONDUCTOR	(3) - M5 - 1	(3) - HOT LINE CLAMPS
C1-2	SINGLE CROSSARM - LARGE CONDUCTOR	(4) - M5 - 1	(4) - HOT LINE CLAMPS
C1-3	DOUBLE CROSSARM - LARGE CONDUCTOR	W5 - 5	(1) - STEEL PIN & INSULATOR
C2 - 1	DOUBLE CROSSARM UP TO 30° ANGLE (SMALL CONDUCTOR)	(2) - M5 - 5	(2) - STEEL PIN & INSULATORS
C2 - 2	DOUBLE CROSSARM UP TO 30° ANGLE (LARGE CONDUCTOR)	(3) - M5 - 5	(3) - STEEL PIN & INSULATORS
C7-5F	SINGLE - 30° CROSSARM DEADEND - HEAVY DUTY FIBERGLASS ARM	(4) - M5 - 5	(4) - STEEL PIN & INSULATORS
(2) - C7-5F	(2) - 30° CROSSARMS DEADENDS - HEAVY DUTY FIBERGLASS ARMS	(5) - M5 - 5	(5) - STEEL PIN & INSULATORS
C8-5F	30° CROSSARM DOUBLE DEADEND - HEAVY DUTY - FIBERGLASS ARM	(6) - M5 - 5	(6) - STEEL PIN & INSULATORS
C8-8	30° CROSSARM DOUBLE DEADEND - (10') HEAVY DUTY FIBERGLASS ARM	W5 - 6	(1) - SURGE ARRESTOR
DRS	RE-SAG AND RE-ATTACHED - (1) END OF MULTIPLEX SERVICE CONDUCTOR	(2) - M5 - 6	(2) - SURGE APRESTORS
(2) - DRS	RE-SAG AND RE-ATTACHED - (2) ENDS OF MULTIPLEX SERVICE CONDUCTOR	(3) - M5 - 6	(3) - SURGE APRESTORS
(3) - DRS	RE-SAG AND RE-ATTACHED - (3) ENDS OF MULTIPLEX SERVICE CONDUCTOR	W5 - 9	(1) - FUSED CUTOFF
(4) - DRS	RE-SAG AND RE-ATTACHED - (4) ENDS OF MULTIPLEX SERVICE CONDUCTOR	(2) - M5 - 9	(2) - FUSED CUTOFFS
EGR	INSTALL - (1) - 10' (8') EXTENSION INSULATED LINK - GUY WIRE	(3) - M5 - 10	(3) - FUSED CUTOFFS
(2) - EGR	INSTALL - (2) - 10' (8') EXTENSION INSULATED LINK - GUY WIRE	W5 - 10	(1) - CUTOFF / ARRESTOR COMBINATION
(3) - EGR	INSTALL - (3) - 10' (8') EXTENSION INSULATED LINK - GUY WIRE	(2) - M5 - 10	(2) - CUTOFF / ARRESTOR COMBINATION
E1-2	SINGLE DOWN GUY WIRE - THROUGH 4 BOLT TYPE	(3) - M5 - 10	(3) - CUTOFF / ARRESTOR COMBINATION
E1-2X	(2) DOWN GUY WIRES	W5 - 15	(1) - DEADEND CLAMP
E1-3X	(3) DOWN GUY WIRES	(2) - M5 - 15	(2) - DEADEND CLAMPS
E2-12	OVERHEAD GUY WIRE INSTALLED	(3) - M5 - 15	(3) - DEADEND CLAMPS
(2) - E2-12	(2) - OVERHEAD GUY WIRES INSTALLED	(4) - M5 - 15	(4) - DEADEND CLAMPS
F1-2	EXPANDING ANCHOR ASSEMBLY	(5) - M5 - 15	(5) - DEADEND CLAMPS
F1-3S	SCREW ANCHOR ASSEMBLY	(6) - M5 - 15	(6) - DEADEND CLAMPS
(2) - F1-3S	(2) - SCREW ANCHOR ASSEMBLIES	(7) - M5 - 15	(7) - DEADEND CLAMPS
G35X-___	SINGLE PHASE XFMR- POLE MOUNTED C/O AND ARRESTOR	(8) - M5 - 15	(8) - DEADEND CLAMPS
G35X-___	SINGLE PHASE XFMR- CRCS ARM MOUNTED C/O AND ARRESTOR	W5 - 22	STANDOFF BRACKET (FIBERGLASS)
G210	(2) - XFMR CLUSTER "OPEN WYE" 120/240 VOLTAGE	W5 - 23	(1) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLY
G210X	(2) - XFMR CLUSTER "DELTA WYE" 120/240 VOLTAGE	(2) - M5 - 23	(2) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G310	(2) - XFMR CLUSTER "UNGROUND WYE" - CENTER TAP DELTA 120 / 240 SECONDARY VOLTAGE	(3) - M5 - 23	(3) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G310X-___	(3) XFMR CLUSTER "UNGROUND WYE" - CENTER TAP DELTA 120 / 240 SECONDARY VOLTAGE	(4) - M5 - 23	(4) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G385X-___	(3) XFMR PLATFORM MOUNTED 4 WIRE GROUND WYE GROUNDED WYE - 120/209 SECONDARY VOLTAGE	(5) - M5 - 23	(5) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G388-___	SINGLE PHASE XFMR- POLE MOUNTED C/O & ARRESTOR	(6) - M5 - 23	(6) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G210B	(2) XFMR CLUSTER MOUNTED - "OPEN WYE" - 120/240 SECONDARY VOLTAGE	W5 - 32	(1) - STIRRUP - CONNECTION TO PRIMARY WIRE
G310B-___	(3) XFMR CLUSTER MOUNTED - "UNGROUND WYE" CENTER TAP - GROUNDED DELTA - 120/240 SECONDARY VOLTAGE	(2) - M5 - 32	(2) - STIRRUPS - CONNECTION TO PRIMARY WIRE
J5	SECONDARY AND NEUTRAL ASSEMBLIES	(3) - M5 - 32	(3) - STIRRUPS - CONNECTION TO PRIMARY WIRE
J7	SECONDARY AND NEUTRAL ASSEMBLIES	W5 - 34	(1) - WILDLIFE PROTECTION COVER
J8	SECONDARY AND NEUTRAL ASSEMBLIES	(2) - M5 - 34	(2) - WILDLIFE PROTECTION COVERS
J13	SECONDARY AND NEUTRAL ASSEMBLIES	(3) - M5 - 34	(3) - WILDLIFE PROTECTION COVERS
K14	(1) - OH SECONDARY ATTACHMENT	W26-5	(1) - STREET " LIGHT
(2) - K14	(2) - OH SECONDARY ATTACHMENTS	(2) - M26-5	(2) - STREET " LIGHTS
KDH	" J " HOOK ATTACHMENT	(1S) - M40-10	(1) - "SINGLE" INSULATOR TIE WIRES
MAB	INSTALL - AERIAL MARKER BALL (RAILROAD CROSSINGS)	(2S) - M40-10	(2) - "SINGLE" INSULATOR TIE WIRES
MCP	RAILROAD CROSSING/ RAILROAD PROPERTY ACCESS; PER CROSSING	(3S) - M40-10	(3) - "SINGLE" INSULATOR TIE WIRES
MCR	CHANGE OUT POLE IN PLACE; PER POLE	(4S) - M40-10	(4) - "SINGLE" INSULATOR TIE WIRES
MFR	TRAFFIC CONTROL/ LAGGING - PER MAN/ HOUR	(1D) - N40-10	(1) - "DOUBLE " INSULATOR TIE WIRE
MFR	RAILROAD CROSSING/ RAILROAD PROPERTY ACCESS PER CROSSING	(2D) - N40-10	(2) - "DOUBLE " INSULATOR TIE WIRES
MSP	SAW POLE (CUT A LENGTH OF POLE OFF)	(3D) - N40-10	(3) - "DOUBLE " INSULATOR TIE WIRES

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LOCKHART 3Ø UPGRADE (6 - PORTION ONLY)	
NEW POLES INSTALLED	QTY
45' - 3 WOOD	24
50' - 2 WOOD	3
TOTAL	27

REMOVAL CONSTRUCTION		"3" PORTION
POLES		
40' - 2 WOOD		4
40' - 3 WOOD		8
45' - 2 WOOD		2
45' - 3 WOOD		6
45' - 4 WOOD		2
TOTAL		22

REMOVAL CONSTRUCTION "6" PORTION						
CONDUCTORS (TLL =10 %)				"u" 10 %		QTY
3Ø COPPER PRIMARY						
600	X	4	2400	1.10		2640
" V " Ø COPPER PRIMARY						
2400	X	3	7200	1.10		7920
1 Ø COPPER PRIMARY						
700	X	2	1400	1.10		1540
PRIMARY " NEUTRAL " CONDUCTOR " ONLY "						
400	X	1	800	1.10		440

1. CHART 30 UPGRADE (6 PORTION ONLY)	FRAMING UNIT QUANTITY
C7-9F	3
C1-2	19
B8	2
C4-5F	27
POLYSET (FOAM)	2
K14	35
M2-12	20
M2-11	16
M 5-5	13
M 5-9	9
M 5-15	24
M5-32	23
M5-23	19
M25-5 (STREET LIGHT)	14
M5-34	15
M5-1	23
M40-10 (134 AAC CONDUCTOR ("DOUBLE TIE")	81
M40-10 (134 AAC CONDUCTOR ("DOUBLE TIE")	81
DNS	61
G35X-_____	3
M5-15XWOOD	10
GLYS & ANCHORS	
DF-12	4
DF-24	4
F1-25	8
ESP	12

LOCK-HART 30 UPGRADE ("B" PORTION ONLY)	
REMOVAL CONSTRUCTION	
ASSEMBLIES	QTY.
A 5 - 2	2
B 1	14
B 7	2
B 8	1
C 1	3
C 1-2	3
C 1 -1	1
C8 - 8"	2
C7-5F	2
035X _	11
MISCELLANEOUS UNITS	QTY
DRS	35
K14	2
M 5-5	2
M 5 - 10	3
M26-3	15
GUYS & ANCHORS	QTY
E 1-3X	1
F1 - 35	3
EGR	3
MSP	23

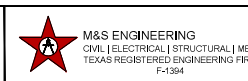
LOCKHART 30 UPGRADE (6 - PORTION ONLY)			NEW - 336 AAC PRIMARY #0H TPX SECONDARY 3/8" GUY WIRE INSTALLED	
LINEAR LENGTH	# OF 336 AAC CONDUCTORS (PER SPAN)	TOTAL - 336 AAC OVERALL LENGTH OF CONDUCTOR	ESTIMATED ADDITIONAL FOOTAGE ("±" 10%)	TOTAL ESTIMATED QUANTITY
3500	4	14000	1.10	15400
LINEAR LENGTH	# OF 3/8" GUY WIRE CONDUCTORS (PER RUN)	TOTAL - 3/8" GUY WIRE OVERALL LENGTH OF CONDUCTOR	ESTIMATED ADDITIONAL FOOTAGE ("±" 10%)	TOTAL ESTIMATED QUANTITY
1500	1	1500	1.10	1650



EXHIBIT A

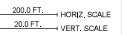
Latitude	Longitude	Pole #	Pole Height	Pole Type	Angle	Assemblies	Miscellaneous Units	Guys & Anchors	Notes
		NP 01	45-3	Wood	00°00'	C8-5F	(2)DRS, M3-15X MOD, M2 - 12, (6)M5 - 1, M2 - 11, (2)K14, (6)M5 - 34, (6)M5 - 32		
		RP 02	40-3	Wood	00°00'	C1-3	(2)K14, MSP		
		NP 02	45-3	Wood	00°00'	C1-2	(4)DRS, G35X-____, (2)K14, M2 - 11, M2 - 12, (3)M5 - 34, (4)S-M40-10		
		RP 03	45-2	Wood	00°00'	C1	(2)K14, MSP, G35X-____		
		NP 03	45-3	Wood	00°00'	C1-2	(2)DRS, (4)S-M40-10, M2 - 12, K14		
		RP 04	40-3	Wood	00°00'	C1	K14, MSP		
		NP 04	45-3	Wood	00°00'	C1-2, C7-5F	DRS, M26-5, (4)S-M40-10, M2 - 12, K14, (4)M5 - 5, (4)M5 - 15, (3)M5 - 23		
		RP 05	45-3	Wood	00°00'	C1-2, C7-5F	(3)M5 - 10, M26-5, MSP, K14		
		NP 05	45-3	Wood	00°00'	C1-2	(3)DRS, G35X-____, M26-5, (4)S-M40-10, M2 - 11, (2)K14, (3)M5 - 34, M2 - 12		
		RP 06	45-4	Wood	00°00'	B1	G35X-____, (2)K14, M26-5, MSP		
		NP 06	45-3	Wood	00°00'	C1-2	M2 - 12, DRS, M26-5, (4)S-M40-10, UD SEC RISER, K14		
		RP 07	45-4	Wood	00°00'	B1	(2)K14, MSP, M26-5, UD SEC RISER		
		NP 07	50-2	Wood	00°00'	C1-2, C7-5F	(3)DRS, G35X-____, K14, M2 - 12, (3)M5 - 34, M26-5, (4)S-M40-10, M2 - 11		SET 10' DEEP
		NP 07A	45-3	Wood	00°00'	C8-5F	M2 - 11, M3-15X MOD, M2 - 12, (6)M5 - 32, (6)M5 - 1, (6)M5 - 34		
		NP 07B	45-3	Wood	00°00'	C8-5F	(8)M5 - 15, M2 - 12, (6)M5 - 23, K14, DRS		
		RP 08	45-3	Wood	00°00'	B1, C7-5F	G35X-____, M26-5, K14, MSP		
		EP 09	40-3	Wood	00°00'	B1	G35X-____, (2) DRS, K14, MSP		
		NP 08	45-3	Wood	00°00'	C1-2	(3)DRS, G35X-____, (2)K14, M2 - 11, M2 - 12, (3)M5 - 34, M26-5, (4)S-M40-10		
		RP 09	45-3	Wood	00°00'	B1	K14, M26-5		
		NP 09	45-3	Wood	00°00'	C1-2	G35X-____, K14, M2 - 11, M2 - 12, (3)M5 - 34, (4)S-M40-10		
		RP 10	40-3	Wood	00°00'	B1	G35X-____, K14, MSP		
		NP 10	45-3	Wood	00°00'	C1-2	(2)DRS, G35X-____, K14, M2 - 11, M2 - 12, (3)M5 - 34, (4)S-M40-10		
		RP 11	40-3	Wood	00°00'	B1	G35X-____, K14, MSP		
		NP 11	45-3	Wood	00°00'	C1-2	(3)DRS, G35X-____, (2)K14, M2 - 11, M2 - 12, (3)M5 - 34, M26-5, (4)S-M40-10		
		RP 12	40-3	Wood	00°00'	B1	G35X-____, (2)K14, MSP, M26-5		
		NP 12	45-3	Wood	00°00'	C1-2, B8	(2)DRS, M2 - 12, (2)M5 - 1, (2)K14, (2)M5 - 9, (2)M5 - 15, (2)M5 - 23, (2)M5 - 32, M26-5, (4)S-M40-10, (3)M5 - 5		
		RP 13	45-3	Wood	00°00'	B1, B7	(2)K14, MSP, M26-5		
		NP 13	45-3	Wood	00°00'	B8	M2 - 12, (2)M5 - 15, (2)M5 - 23		
		RP 14	45-3	Wood	00°00'	B8	MSP		
		NP 14	45-3	Wood	00°00'	C1-2	(2)DRS, G35X-____, K14, M2 - 11, M2 - 12, (3)M5 - 34, (4)S-M40-10		
		RP 15	40-3	Wood	00°00'	B1	MSP, G35X-____, K14		
		NP 15	45-3	Wood	00°00'	C1-2	(4)DRS, M2 - 12, M26-5, (4)S-M40-10, G35X-____, K14, M2 - 11, (3)M5 - 34		
		RP 16	40-2	Wood	00°00'	B1	MSP, G35X-____, (2)K14, (2)M26-5		
		NP 16	45-3	Wood	00°00'	C1-2	(4)DRS, M2 - 12, (2)K14, (4)S-M40-10		
		RP 17	40-3	Wood	00°00'	B1	MSP, (2)K14		
		NP 17	45-3	Wood	00°00'	C1-2	(4)DRS, M2 - 12, M26-5, (4)S-M40-10, (2)K14		
		RP 18	40-2	Wood	00°00'	B1	MSP, (2)K14, M26-5		
		NP 18	45-3	Wood	00°00'	C1-2	(4)DRS, M2 - 12, M26-5, (4)S-M40-10, (2)K14, M2 - 11, (3)M5 - 34		
		RP 19	40-2	Wood	00°00'	B1	MSP, (2)K14, M26-5, G35X-____		
		NP 19	45-3	Wood	00°00'	C1-2	(3)DRS, M2 - 12, (4)S-M40-10, (2)K14, M26-5		
		RP 20	40-2	Wood	00°00'	B7, A5-2	(2)K14, MSP		
		NP 20	45-3	Wood	00°00'	C8-5F	M2 - 12	(3)EGR, (2)F1-35, E1-3X	
		EP 32	45-3	Wood	00°00'			(3)EGR, (2)F1-35, E1-3X	
						C7-5F	(3)M5 - 5, (3)S-M40-10	(3)EGR, (2)F1-35, E1-3X	
		RP 21	45-3	Wood	00°00'		M26-5, MSP, (2)K14		
		NP 21	45-3	Wood	00°00'	C1-2	(3)DRS, G35X-____, K14, M2 - 11, M2 - 12, M26-5, (3)M5 - 34, (4)S-M40-10		
		RP 22	40-3	Wood	00°00'	A5-2	G35X-____, (2)K14, MSP, M26-5		
		NP 22	45-3	Wood	00°00'	C8-5F	(3)DRS, M2 - 12, M26-5, M2 - 11, (6)M5 - 1, M3-15X MOD, (6)M5 - 34, (6)M5 - 32		
		RP 23	45-2	Wood	00°00'	C1, C8-5F	(2)M5 - 5, K14, MSP, M26-5		
		NP 23	50-2	Wood	00°00'	C1-2, C8-5F	DRS, M2 - 12, M26-5, (3)S-M40-10, (3)S-M40-10	(2)E2-12	
		NP 23A	50-2	Wood	00°00'	C8-5F	M2 - 12, (3)S-M40-10, (6)M5 - 23, (3)M5 - 5	(2)E2-12, (3)EGR, E1-3X, (2)F1-35	
		NP 24	45-3	Wood	00°00'	C8-5F	(3)M5 - 32, (8)M5 - 15, M2 - 12, (3)M5 - 1, (3)M5 - 9	(3)EGR, E1-3X, (2)F1-35	

*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.



+		-		%		1/4"		1/8"		1/16"		1/32"		1/64"		1/128"		1/256"		1/512"		1/1024"		1/2048"		1/4096"		1/8192"		1/16384"		1/32768"		1/65536"		1/131072"		1/262144"		1/524288"		1/1048576"		1/2097152"		1/4194304"		1/8388608"		1/16777216"		1/33554432"		1/67108864"		1/134217728"		1/268435456"		1/536870912"		1/1073741824"		1/2147483648"		1/4294967296"		1/8589934592"		1/17179869184"		1/34359738368"		1/68719476736"		1/137438953472"		1/274877906944"		1/549755813888"		1/1099511627776"		1/2199023255552"		1/4398046511104"		1/8796093022208"		1/17592186044416"		1/35184372088832"		1/70368744177664"		1/140737488355328"		1/281474976710656"		1/562949953421312"		1/1125899906842624"		1/2251799813685248"		1/4503599627370496"		1/9007199254740992"		1/18014398509481984"		1/36028797018963968"		1/72057594037927936"		1/144115188075855872"		1/288230376151711744"		1/576460752303423488"		1/1152921504606846976"		1/2305843009213693952"		1/4611686018427387904"		1/9223372036854775808"		1/18446744073709551616"		1/36893488147419103232"		1/73786976294838206464"		1/147573952589676412928"		1/295147905179352825856"		1/590295810358705651712"		1/1180591620717411303424"		1/2361183241434822606848"		1/4722366482869645213696"		1/9444732965739290427392"		1/18889465931478580854784"		1/37778931862957161709568"		1/75557863725914323419136"		1/151115727451828646838272"		1/302231454903657293676544"		1/604462909807314587353088"		1/1208925819614629174706176"		1/2417851639229258349412352"		1/4835703278458516698824704"		1/9671406556917033397649408"		1/19342813113834066795298816"		1/38685626227668133590597632"		1/77371252455336267181195264"		1/154742504910672534362390528"		1/309485009821345068724781056"		1/618970019642690137449562112"		1/1237940039285380274899124224"		1/2475880078570760549798248448"		1/4951760157141521099596496896"		1/9903520314283042199192993792"		1/19807040628566084398385987584"		1/39614081257132168796771975168"		1/79228162514264337593543950336"		1/158456325028528675187087900672"		1/316912650057057350374175801344"		1/633825300114114700748351602688"		1/1267650600228229401496703205376"		1/2535301200456458802993406410752"		1/5070602400912917605986812821504"		1/10141204801825835211973625643008"		1/20282409603651670423947251286016"		1/40564819207303340847894502572032"		1/81129638414606681695789005144064"		1/162259276829213363391578010288128"		1/324518553658426726783156020576256"		1/649037107316853453566312041152512"		1/1298074214633706907132624082305024"		1/2596148429267413814265248164610048"		1/5192296858534827628530496329220096"		1/10384593717069655257060992658440192"		1/20769187434139310514121985316880384"		1/41538374868278621028243970633760768"		1/83076749736557242056487941267521536"		1/166153499473114484112975882535043072"		1/332306998946228968225951765070086144"		1/664613997892457936451903530140172288"		1/1329227995784915872903807060280344576"		1/2658455991569831745807614120560689152"		1/5316911983139663491615228241121378304"		1/10633823966279326983230456482242756608"		1/21267647932558653966460912964485513216"		1/42535295865117307932921825928971026432"		1/85070591730234615865843651857942052864"		1/170141183460469231731687303715884105216"		1/340282366920938463463374607431768210432"		1/680564733841876926926749214863536420864"		1/1361129467683753853853498429727072841728"		1/272225893536750770770699685945414568352"		1/544451787073501541541399371890829136704"		1/1088903574147003083082798743781658273408"		1/2177807148294006166165597487563316546816"		1/4355614296588012332331194975126633093632"		1/8711228593176024664662389950253266186752"		1/1742245718635204932932477990050653173376"		1/3484491437270409865864955980101306346752"		1/696898287454081973172991196020261273504"		1/1393796574908163946345982392040522547008"		1/2787593149816327892691964784081045094016"		1/557518
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LS-CADD DRAWING



	 M&S ENGINEERING CIVIL ELECTRICAL STRUCTURAL MEP TEXAS REGISTERED ENGINEERING FIRM F-1594		 SEE SCALE BAR	DATE: 10/01/2024 TIME: 10:00 AM BY: W. ALLISON
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EXHIBIT B

AGREEMENT FOR CONSTRUCTION SERVICES

by and between

**Lower Colorado River Authority
(hereinafter referred to as the “LCRA”)**

and

(hereinafter referred to as the “Contractor”)

EXHIBIT B

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EXHIBITS:

- Exhibit 1 - List of LCRA Representatives
- Exhibit 2 - LCRA Background Check Procedures and Requirements
- Exhibit 3 - LCRA Tax Exemption Certificate
- Exhibit 4 - Change Order Template
- Exhibit 5 - Contract Price
- Exhibit 6 - Payment and Performance Bond Forms
- Exhibit 7 - Contract Scope of Work
- Exhibit 8 - Design Change Notification

EXHIBIT B

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”) is made and entered into as of the date of the signatures set forth below (hereinafter referred to as “Effective Date”) by and between Lower Colorado River Authority (“LCRA”), a conservation and reclamation district of the State of Texas, organized pursuant to Article XVI, Section 59 of the Texas Constitution and Techline Construction, LLC (“Contractor”), for the provision by Contractor of general contracting services for Distribution Line Construction and Maintenance Services. LCRA and Contractor are each hereinafter referred to individually as a “Party” and collectively as “Parties.”

ARTICLE 1 DEFINITIONS

1.1 Definitions. All terms and phrases defined herein in the Contract Documents shall have the meanings and definitions set forth therein. Terms that have well known technical or construction industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or elsewhere in the Contract Documents or unless the context clearly indicates a different meaning.

1.2 Contractor’s General Scope; Reservation by LCRA. LCRA reserves the right to eliminate, reduce or modify the scope of the Project. Contractor will be responsible for the procurement of all applicable trade work, and the materials needed for, and for the construction of, the Project, as well as for the overall integration of each element of the Work comprising the Project and coordination with other elements and with the existing conditions at the Project Site so that the entire Work is fully connected, complete, operational and functional and in conformance with the Contract Documents.

ARTICLE 2 GENERAL INFORMATION

2.1 GENERAL INFORMATION

2.1.1 Contract Documents Defined. The Contract Documents for the Project consist of:

- (1) this Agreement, as it may hereafter be amended;
- (2) the specifications for the Project as identified herein (“Specifications”);
- (3) the drawings for the Project as identified herein (“Drawings”); and
- (4) all “Modifications” issued in connection with the Work.

2.1.2 No Warranty of Specifications and Drawings. LCRA makes no representation or warranty regarding the completeness or accuracy of the Specifications, Drawings or reports and information referred to therein, including, without limitation, all reports and information regarding geotechnical investigations, the test embankment, flooding, permitting and environmental control, the location of utilities and gas wells, and general site conditions. Contractor shall be responsible for and bear the risk of reviewing and incorporating into its plans for the Work all such reports and

EXHIBIT B

information, determining the proper means, method schedules, sequences and techniques by which to perform the Work related to such reports and information, coordinating the Work with the owners, if any, of any subsurface structures, and the safety and protection of the Project and all persons working on the Project Site, whether employed by Contractor, its Subcontractors, LCRA or anyone else. Contractor shall be responsible for repairing any damage to utilities and all other subsurface structures resulting from the Work, except to the extent those structures are abandoned and not used or useful.

2.2 INTERPRETATION, CORRELATION AND INTENT OF CONTRACT DOCUMENTS

2.2.1 Entire Integrated Agreement. The Contract Documents collectively comprise the entire, integrated agreement between LCRA and Contractor and supersede the Request for Proposal, all other requests for qualifications, negotiations, proposals, and/or bids and any responses thereto and all prior negotiations, representations or agreements, either written or oral. Each of the Contract Documents is fully a part of this Agreement.

2.2.2 Modifications. The Contract Documents may be amended or modified only by a Modification. A Modification is (a) a written amendment to this Agreement signed by authorized representatives of both parties, (b) a Change Order issued pursuant to the applicable provisions of this Agreement, (c) a Design Change Notification (“DCN”), defined as a form consistent with Exhibit 8 changing only minor elements in the design or specifications and resulting in no additional associated cost (d) new or amended Drawings or notes on Drawings issued by LCRA in connection with a Change Order, CCD, or DCN.

2.2.3 Contract Exclusions. The Contract Documents shall not be construed to create a contractual relationship of any kind:

- (1) between the Contractor and the Architect/Engineer,
- (2) between any persons or entities other than LCRA and Contractor or
- (3) between LCRA and any of Contractor’s Subcontractors of any tier.

The agreement between LCRA and the Architect/Engineer and any agreements between LCRA and any other consultant are not part of this Agreement.

2.2.4 Order of Precedence. In the event of a conflict between any of the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1.1 herein, except:

- (1) a Modification shall take precedence over that portion of that Contract Document which it modifies; and
- (2) with respect to conflicts or ambiguities between the Drawings and Specifications as to the nature and extent of the Work to be performed, all work necessary for the execution of the Work (whether shown on the Drawings and not described in the Specifications or described in the Specifications and not shown on the Drawings) and any work which is reasonably inferable (consistent with the provisions of this Agreement) as necessary to complete the Work in accordance with the requirements of the Contract Documents, shall

EXHIBIT B

be considered as part of the Contract Documents and shall be executed by the Contractor in the same manner and with the same character and quality of material as other portions of the Work, without increase in the Contract Price or extension of the Contractor's Planned Completion Date.

2.2.5 Resolution of Conflicts and Ambiguities. During the performance of the Contractor's duties, the Contractor shall, with reasonable attention and consistent with the provisions of this Agreement, study and compare the Contract Documents with each other. If the Contractor discovers any inconsistencies, conflicts or ambiguities within or among the Contract Documents that cannot be resolved by the order of precedence above or the information and communications provided to the Contractor by LCRA or Architect/Engineer, then the Contractor shall promptly report such inconsistency, conflict or ambiguity to the applicable LCRA Representative and secure a Modification from the applicable LCRA Representative prior to proceeding with any Work affected by or involving such inconsistency, conflict or ambiguity. If the Contractor is aware of any inconsistencies, conflicts, or ambiguities and knowingly performs the affected Work, the Contractor will be liable to LCRA for any resulting delay, costs, damages, or losses suffered by LCRA. However, the Contractor will not be liable if LCRA has received notice of the inconsistency, conflict, or ambiguity and orders the Contractor to proceed.

2.2.5.1 The Contractor shall assign Work among Subcontractors as necessary for the full and timely completion of the Work. The organization of the Specifications and Drawings shall not control the division of Work among Subcontractors.

2.2.5.2 Interpretation. Contractor requests for an interpretation or clarification of any term, depiction, provision or Specification or other instructions or clarifications necessary for the proper execution of the Work shall be directed to the LCRA Representative (and to the Architect/Engineer or any of LCRA's Consultants as directed by LCRA), who will respond in writing no later than 14 calendar days. The Contractor shall not proceed with the relevant Work until instruction or clarification is received. The instruction or clarification will be on a form that contains LCRA's written approval and contain a specific reference to the Contract Documents being clarified or interpreted. The Contractor should not proceed with any Work requiring such instructions or clarifications unless LCRA's written approval is reflected on this form through the signature of the applicable LCRA Representative. The Interpretation shall be considered consistent with the intent of the Contract Documents.

2.2.5.3 The Specifications may be abbreviated and include incomplete sentences. Omission of words or phrases such as "the Contractor shall" and "shall be" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. Where phrases such as "as selected", "as directed" or "as approved" are used in the Specifications, they shall mean "as directed, selected or approved by LCRA." Where phrases such as "or equal" or "or approved equal" are used in the Specifications, they shall mean "equal or approved equal as approved by LCRA." In the interest of brevity, the Specifications frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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2.2.5.4 Drawings are intended to show the general arrangement, design and extent of the Work and are partly diagrammatic. As such, they are not intended to be scaled for measurements or to serve as shop drawings, preparation of which shall be entirely the Contractor's responsibility. Large scale Drawings shall take precedence over small scale Drawings; figures, dimensions and noted materials over graphic representations. If the Work involves dimensions that depend upon or are affected by existing conditions, the existing conditions shall be verified by the Contractor. The verification shall take precedence over the Drawings with regard to dimensions.

2.2.5.5 Whenever the Contract Documents designate equipment, devices or material by name, manufacturer or vendor, or by proprietary or trade name followed by words "or approved equal", standard products of manufacturers other than those specified may be accepted only if:

- (i) it is proved to LCRA's satisfaction that they are equal in design, appearance, strength, durability, usefulness, convenience, and in all other material respects and
- (ii) if the substitute is approved in writing by LCRA, prior to the ordering or use. Approval shall be at LCRA's sole and absolute discretion.

The Contractor shall be responsible for requesting and obtaining the written approval of LCRA in this regard.

2.2.5.6 The Article, Section and Section headings, as well as other titles and captions used in the Contract Documents, are inserted only for convenience of reference, and are not intended to and shall in no way define, limit, enlarge or prescribe the rights or obligations of the parties, or to affect the meaning, construction, scope or extent of any provisions of the Contract Documents.

2.2.5.7 If any term or provision of the Contract Documents shall be held to any extent to be invalid or unenforceable, the remaining terms and provisions of the Contract Documents shall nevertheless be valid and shall be enforced to the fullest extent permitted by law.

2.2.6 Governing Law. This Agreement and all of the Contract Documents shall be construed and governed pursuant to the laws of the State of Texas, without reference to its conflict of laws principles. Exclusive venue shall be in the District Courts of Travis County, Texas, unless mandatory venue is established elsewhere by law.

2.2.7 Venue; Waiver of Jury Trial. Exclusive venue for any dispute arising out of or relating in any way to this Agreement, the Contract Documents, or the Work shall be in the state district courts of Travis County, Texas, unless mandatory venue is established elsewhere by law. THE PARTIES FURTHER AGREE TO WAIVE THEIR RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE CONTRACT DOCUMENTS, OR THE WORK, INCLUDING ANY AND ALL CONTRACT, TORT, BREACHES OF DUTY, COMMON LAW AND STATUTORY CLAIMS.

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2.2.8 Compliance with Laws and Regulation. In the performance of the Contract, the Contractor must comply with all applicable Federal, State and local laws and regulations, including but not limited to laws concerned with labor, safety, prevailing wages, and the environment. The Contractor shall make itself familiar with and at all times shall observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless LCRA and their Board members, officers, employees and representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor or by its subcontractors or their respective employees.

2.2.9 Notices. All notices, demands or requests provided for or desired to be given pursuant to the Contract Documents must be in writing. When addressed to LCRA, the communication must be directed to the applicable LCRA Representative identified in Exhibit 1. All such documents shall be deemed to have been sent when deposited in the United States mail, postage prepaid, certified or registered, and/or deposited with a registered or bonded courier for next day or immediate delivery or delivered by hand by an employee of the Parties. The appropriate addresses are the addresses included in this Agreement, though Parties may change their address by written notice in accordance with this Section. Notice can also be sent as a courtesy to the intended recipient by email, provided, however, that the methods established in the foregoing sentence are the exclusive methods for providing valid notice under this Agreement.

2.3 OWNERSHIP AND USE OF DOCUMENTS

2.3.1 LCRA Ownership of Design; Prohibition of Reuse Elsewhere. All Drawings, Specifications, and other documents (including but not limited to the process and instrumentation diagrams, any other materials relating to any control equipment or any other systems on the Project and all contents of the electronic construction management platform) prepared by LCRA, Architect/Engineer, or LCRA Consultants are the property of LCRA. They may not be used by any person, other than LCRA, on projects other than this Project, unless expressly authorized in writing by LCRA through the LCRA Agent (as identified in Exhibit 1). All copies of Drawings, Specifications, and other documents furnished to the Contractor are solely for use with this Project. They may not be used by the Contractor or any Subcontractor on other projects. The Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents for the execution of their Work. Submittal or distribution to meet official regulatory requirements are permitted uses. The Contractor shall do all printing, duplication, or distribution as necessary for proper performance of the Work. The Contractor may retain archival sets of the Contract Documents. All copies of such documents, other than the Contractor's archival sets, must be returned to LCRA upon completion of the Work.

2.3.2 LCRA Licensed to Use Contractor Documentation. LCRA shall own all Drawings, designs, Specifications, notes, and other design works developed directly by the Contractor or its Subcontractors in the performance of this Agreement, in connection with LCRA's use, maintenance, and repair of the Project, and for any additions, alterations, or future construction to the Project. This includes the ideas and designs contained therein, including, but not limited to, shop drawings, wiring diagrams, process control drawings, instrumentation drawings, and equipment drawings. Contractor and Subcontractor will continue to own the underlying design concepts set forth in such drawings, designs, specifications, notes, and other design works.

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Contractor and Subcontractor will have the right to use such concepts in other projects without LCRA consent.

2.4 SITE CONDITIONS AND RELATED ACTIVITIES

2.4.1 Contractor Review of Site and other Materials. By executing this Agreement, the Contractor represents that it has visited the Site where the Work for the Project is to be constructed, has examined carefully all of the Contract Documents upon which the Contract Price is based, has reviewed all information, data and documents regarding the conditions at the Site made available to the Contractor by LCRA prior to the execution of this Agreement and has acquainted itself with all other conditions relevant to the Work.

2.4.1.1 Basic Allocation of Site Conditions Risk. The Contractor assumes full and complete responsibility for all risk (including risk of loss) in connection with the Work caused by any obstructions, difficulties or conditions at the Site which are reasonably inferable:

- (i) from the information available to the Contractor prior to the execution of this Agreement;
- (ii) from a reasonably prudent visit to and examination of the Site prior to the execution of this Agreement;
- (iii) from facts or circumstances disclosed by the information provided to Contractor by LCRA (including but not limited to any geotechnical reports or related data) prior to the execution of this Agreement, or other conditions reasonably discoverable at the Site by Contractor prior to commencement of the Work.

Contractor shall not be entitled to any increase in the Contract Price or to any extension in the Contractor's Planned Completion Date because of any such Site conditions.

2.4.1.2 Notice to LCRA of Unanticipated Site Condition. If an obstruction, difficulty or condition is encountered at the Site, which the Contractor contends was not one it had knowledge of (or should have accounted for) based on the requirements of Sections 2.4.1 and 2.4.1.1 above, the Contractor shall notify LCRA of such obstruction, difficulty or condition with reasonable promptness, and in no event later than seven (7) days after its discovery, and thereafter shall meet with LCRA, Architect/Engineer and LCRA's Consultants, as requested by LCRA, to discuss recommendations and alternatives for responding to the condition and minimizing its impact on the Contract Price or Contractor's Planned Completion Date. The Contractor shall perform no Work involving or affected by such condition until after notifying LCRA and receiving specific directions from LCRA as to the performance of such Work. The Contractor acknowledges that the failure to notify LCRA of any such condition within seven (7) days of its discovery as required by this Section will prejudice LCRA's ability to respond to such condition and mitigate the cost and schedule impacts resulting from the condition.

2.4.1.3 Failure to Provide Timely Notice. If the Contractor performs any construction activity affected by any obstruction, difficulty or condition which the

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Contractor contends was not one about which the Contractor had knowledge (or should have accounted for) based on Sections 2.4.1 and 2.4.1.1 above, without first giving prior notice to and obtaining the instructions of LCRA with respect to such activity, the Contractor shall be responsible for such performance and shall be liable for any attributable costs incurred by LCRA as a result of the Contractor's failure to have given such notice, and shall not be entitled to any extension of the Contractor's Planned Completion Date on account thereof.

2.4.1.4 Remedy for Material Change. If an obstruction, difficulty or condition is one about which the Contractor did not have knowledge (or could not reasonably have accounted for) based on Sections 2.4.1 and 2.4.1.1 above, then the Contractor (provided notice has been timely given as required by Section 2.4.1.2 above and the work required to address such obstruction, difficulty or condition constitutes a Material Change as defined herein) is entitled, as its sole and complete remedy, to an increase in compensation calculated pursuant to the applicable provisions of this Agreement, together with an extension of the Contractor's Planned Completion Date measured by the number of days, if any, that the Substantial Completion of the Work is actually delayed as a direct result of the existence of the obstruction, difficulty or condition. However, if the required extension of time is not granted, the Contractor shall be entitled to the remedies set forth herein). If, the obstruction, difficulty or condition is one about which the Contractor did have knowledge, or should have accounted for based on the requirements of Sections 2.4.1 and 2.4.1.1 above, then the Contractor shall be not be entitled to any increase in the Contract Price or any extension of the Contractor's Planned Completion Date as a result of the existence of the obstruction, difficulty or condition.

2.4.2 Risk of Flooding. RESERVED

2.4.3 Coordination of Work with Irrigation Operations. RESERVED

2.4.4 Prevention of Pollution. The Contractor shall ensure that all environmental pollution is prevented, abated, and controlled and environmental degradation arising from construction or maintenance activities is minimized by complying with all applicable federal, state, and local laws, permits and regulations concerning environmental pollution control and abatement, as well as the specific requirements listed in the Contract Documents. LCRA has designated a person in Exhibit 1 hereto to act as LCRA's Representative regarding environmental considerations during construction or in case of emergency services, to review and define the related work to be performed and to outline strategies and approaches to such work. Contractor shall assign a qualified person or if required, a "Competent Person," to coordinate response actions and environmental requirements. All workers performing Work on site shall be properly qualified to perform the Work they are expected to perform, and have the necessary certifications, licenses and other credentials necessary to perform the Work. Contractor shall immediately inform the applicable LCRA Representative of all federal, state, and local regulatory inspections, notices, citations, and penalties associated with the Work and any environmental incident that occurs during the performance of the Work that violates any environmental law, permit or regulation. Contractor shall ensure that its employees, Subcontractors and their employees are properly trained, possess and use all required personal protective equipment and are aware of the civil and criminal penalties for failure to comply with environmental laws, permits and regulations.

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2.4.5 LCRA Right to Inspect. LCRA reserves the right to inspect the Work Site(s) and any records associated with the Work at any time for environmental compliance. The land resources affected by the Work under this Agreement shall be preserved in their present condition or be restored to such condition after construction as required by the Contract Documents. Prior to commencing the Work, Contractor shall prepare a Storm Water Pollution Prevention Plan, sealed as appropriate by a validly licensed Texas Professional Engineer, and shall submit such plan to LCRA for review and approval. Contractor shall then comply with the plan, as approved by LCRA, for the duration of the Project. If contamination of the surrounding soils by the Contractor's activities is possible based on LCRA's determination, LCRA may require that the Contractor take background samples prior to and after performing such activities which may have an impact on surrounding soils. Contractor shall not pollute any water courses with any construction debris, petroleum products, paints, solvents, cleaners, fuels, surface preparation materials, oils, lubricants, bitumens, calcium chlorides, insecticides, herbicides, or other toxic materials harmful to life. Contractor shall not release any pollutants (as defined in Tex. Water Code § 26.001(13)) into water courses without appropriate permit, license, or authorization. Chemical emulsifiers, dispersant, coagulants, or other cleanup compounds shall not be used without prior written approval.

2.4.6 Compliance with Environmental Standards. It is the responsibility of the Contractor to ensure compliance with state and local water quality standards, and the conditions of any permits held by LCRA. Contractor shall not use existing plant drains for disposal of any solid material, contaminated material or any liquids other than clear water. The Contractor shall demonstrate that the pipes and drains are unobstructed when so directed and shall clean and remove materials from drains when obstructed. When the placement of any material or soil into waters of the State or dry tributaries is required to complete the Work, the Contractor shall submit a plan to LCRA for approval, which shall address all permit requirements. The Contractor shall include in the plan all conditions required by any applicable permits and governmental authorizations and shall implement them accordingly. All steps shall be taken to prevent interference or disturbance to fish and wildlife. Water courses or habitat outside the project boundaries which are critical to fish or wildlife shall not be altered or disturbed. When the Work is required within the habitat of species of concern, LCRA may accompany the Contractor as a monitor for the resource being protected. LCRA will identify prior to the start of construction for the Project any constraints placed on the completion of the Work, such as access during certain seasons and after heavy rains or restrictions on the clearing of certain vegetation to ensure the protection of the resource.

2.4.6.1 Endangered Species. No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of federally listed species. If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify LCRA, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions shall include reporting the encounter if required by law or regulation, to the U. S. Fish and Wildlife Service, or the Texas Parks and Wildlife Department, as applicable, obtaining any necessary approvals or permits to enable the work to continue, or implement other

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mitigation actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by LCRA.

2.4.6.2 Hazardous Materials. Materials utilized in the Project shall be free of any hazardous materials, except as may be specifically provided for in the Specifications.

If the Contractor encounters existing material on the Site or in material sources provided by LCRA that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Architect/Engineer and LCRA. Except as provided in the Specifications, LCRA will be responsible for the testing for and removal or disposition of hazardous materials on the Site in accordance with applicable law and regulations. LCRA may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by LCRA.

2.4.7 Historical Artifacts. If any buried archeological materials are uncovered during ground-disturbing activities, then the Contractor shall cease work in the immediate area of the discovery and contact the applicable LCRA Representative. LCRA will assess the find in coordination with the Texas Historical Commission (THC). LCRA and THC will make a determination if avoidance or mitigation measures are required. In the interim, the Contractor may continue the Work in other parts of the Project area where no archeological materials are present.

ARTICLE 3 ADMINISTRATION OF THE CONTRACT

3.1 COMMUNICATION AND COORDINATION

3.1.1 Cooperation with LCRA, Architect/Engineer and LCRA Consultants. Throughout the construction of the Project, LCRA directly (and with respect to certain activities as specifically directed by LCRA through the Architect/Engineer and/or LCRA's Consultants) may perform or undertake certain activities in connection with the administration of the Work on the Project. The Contractor shall cooperate, maintain close communication and coordinate its activities with LCRA, Architect/Engineer and LCRA's Consultants, as necessary to facilitate the full, timely and proper performance of the Work. The Contractor shall at all times provide the Architect/Engineer, LCRA, and LCRA's Consultants with access to the Work in preparation or progress, and wherever located. Contractor shall as directed by LCRA, assist LCRA in communicating and coordinating with city, state and other governmental authorities as necessary to coordinate the Contractor's Work and ensure the timely completion thereof in compliance with all governmental requirements associated with the performance of the Work

3.2 LCRA'S REPRESENTATIVE

3.2.1 LCRA Representatives. In Exhibit 1 LCRA has designated various specific individuals, each with specific and defined limits of responsibility and authority, as LCRA's Representatives authorized to act on LCRA's behalf with respect to the Project (each such person, as applicable, is referred to herein as the "LCRA's Representative"). If Contractor receives any instructions or approvals, either in writing or orally, by persons other than the applicable LCRA Representative, the Contractor shall notify the LCRA Agent (as identified in Exhibit 1 of such

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instructions or approvals and shall not act upon such instructions or approvals until provided with directions from the LCRA Agent. Unless otherwise agreed in writing between the parties or otherwise provided in this Agreement, the applicable LCRA Representatives designated in Exhibit 1 are responsible for communicating with the Contractor. The Contractor shall not accept requests for work or services or other directions, in connection with the performance of the Work pursuant to this Agreement unless such request or direction is issued by the applicable LCRA Representative designated in Exhibit 1. A new or additional representative with respect to any matter or topic (including the LCRA Agent) may be designated by LCRA by providing the Contractor with three (3) days' prior, written notice from the LCRA Agent. The LCRA Representative shall have authority to:

- (i) reject Work which does not conform to the Contract Documents,
- (ii) stop the Work in order to require the proper execution of the Work or to order the correction of Work which is defective, substandard or not in conformance with the applicable Contract Documents, and
- (iii) require special inspection or testing of the Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or constructed.

3.2.2 LCRA Consultants. In addition to the Architect/Engineer, LCRA may retain other persons or entities to act as consultants to LCRA, as and when authorized, in the evaluation and observation of certain aspects of the design and construction of the Project. Such other consultants are collectively referred to herein as the "LCRA's Consultants". LCRA's Consultants are solely advisors to LCRA, and they do not have authority to act generally as LCRA's Agent or to act otherwise on behalf of LCRA in connection with the Project. Contractor shall maintain appropriate communication and to coordinate its activities with LCRA's Consultants, as necessary to facilitate the full, timely and proper performance of the Work within the Contractor's Planned Completion Date for this Agreement. To the extent so required by the Contract Documents, Contractor agrees that communications on the Project and for the Project shall be directed to and/or include LCRA's Consultant. Contractor shall simultaneously provide copies of all written communications with LCRA's Consultant directly to LCRA, through the applicable LCRA Representative, and Contractor shall communicate all significant issues with respect to the Project or this Agreement directly to LCRA through such applicable LCRA Representative.

3.2.2.1 LIMITATION ON ARCHITECT/ENGINEER'S AND LCRA CONSULTANTS' AUTHORITY. CONTRACTOR SPECIFICALLY UNDERSTANDS AND AGREES THAT THE ARCHITECT/ENGINEER AND LCRA'S CONSULTANTS DO NOT HAVE AUTHORITY TO AUTHORIZE ANY CHANGE IN THE SCOPE OF THE WORK, INCREASE IN THE CONTRACT PRICE, REVISE THE CONTRACTOR'S PLANNED COMPLETION DATE OR SCHEDULE, OR ISSUE MODIFICATIONS WITHOUT THE PRIOR AND WRITTEN APPROVAL OF LCRA THROUGH THE LCRA AGENT IDENTIFIED IN EXHIBIT 1.

3.2.3 Access to Project Site. LCRA, Architect/Engineer and LCRA's Consultants shall at all times have access to the Work wherever the Work is in preparation and progress. The Contractor shall provide facilities for such access.

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3.2.4 No Obligation to Discover Defects in Contractor's Work. LCRA (including without limitation LCRA's Representatives), LCRA's Consultants, and Architect/Engineer are under no obligation to inspect the Work or to discover defects or deficiencies in the Work. The discovery of or failure to discover any defects, deficiencies or other problems in the Work by LCRA (including without limitation LCRA's Representatives), LCRA's Consultants or Architect/Engineer, does not in any way constitute a waiver or acceptance of any such defect, deficiency or other problem or in any way affect or reduce the Contractor's responsibilities to perform the Work in conformance with the terms of the Contract Documents and free of defects, deficiencies or other problems in materials or workmanship.

3.2.5 Means, Methods, Schedules, etc. Contractor shall be solely responsible for all construction means, methods, techniques, schedules, sequences or procedures, and for all safety requirements, programs, measures and precautions, in connection with the Work. In this regard, Contractor shall be responsible for ensuring that all means, methods, techniques, systems, shorings, bracings and similar items used by Contractor or its Subcontractors in connection with the Work are engineered, constructed, maintained and used as required by applicable Codes, and shall be responsible for ensuring that the preparation, filing and approval of any related drawings and specifications related thereto are provided, stamped and sealed by a validly licensed Texas Professional Engineer if so required by applicable Codes. The selection by Contractor of any Texas Professional Engineer, Licensed Architect or Registered Land Surveyor shall comply with Chapter 2254 of the Texas Government Code and other applicable law.

3.2.6 Significance of Administrative Reviews and Approvals. Approval of shop drawings as delineated in the Specifications only means that the submitted shop drawing meets the general design intent, but no review, discussion, observation, inspection, approval, or comment with respect to any shop drawings or other submittals, construction means, methods, techniques, schedules, sequences or procedures, or any safety requirements, programs, measures and precautions by LCRA, Architect/Engineer, or LCRA's Consultants regarding the Work constitutes a technical approval or acceptance of the relevant item or aspect of the Work or any assumption of liability or responsibility with respect thereto; nor does it relieve, affect, or diminish Contractor's obligations and responsibilities under the Contract Documents.

3.3 ARCHITECT/ENGINEER'S ADMINISTRATION

3.3.1 Architect/Engineer to Assist with Administration. The Architect/Engineer will assist LCRA in the administration of the Contract Documents and the Work on the Project as described in the Contract Documents during construction, and from time to time during the commissioning periods described in this Agreement. The Architect/Engineer will assist and consult with LCRA, and is solely an advisor to LCRA, not LCRA's general agent.

3.3.2 Architect/Engineer at Project Site. The Architect/Engineer will be present at the job site from time to time when Work is being performed on the Project by the Contractor or any Subcontractor, as requested and agreed by LCRA and Architect/Engineer. During each visit the Architect/Engineer will observe the administration and performance of this Agreement and the coordination of the Work on the Project. The Architect/Engineer shall observe the Work being performed on the Project and advise LCRA as to whether the Work is proceeding in accordance with the Contract Documents.

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3.3.3 No responsibility for Contractor's Means, Methods, Schedules, etc. The Architect/Engineer will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, schedules, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect/Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.3.4 Copying LCRA on Communications. The Architect/Engineer and Contractor shall deliver a copy of all written communication with one another (including transmittals) to the applicable LCRA Representative.

3.3.5 Architect/Engineer's Assistance with Payment Applications. If so requested by LCRA, and based on the Architect/Engineer's observations and evaluations of the Contractor's Applications for Payment, the Architect/Engineer will review the amounts requested by the Contractor and will advise LCRA as to the status of the Work and the amounts to be paid to the Contractor pursuant to any Application for Payment.

3.3.6 Special Inspections and Testing. Whenever it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, LCRA will have authority to require special inspection or testing of the Work in addition to any testing otherwise required by the Contract Documents, whether or not such Work be then fabricated, installed or completed. However, neither LCRA's authority to act under this Section, nor any decision made by LCRA in good faith, either to exercise or not to exercise such authority, shall create any duty or responsibility on the part of LCRA to the Contractor or any Subcontractor, nor shall it affect or reduce the Contractor's responsibilities to perform the Work in conformance with the requirements of the Contract Documents and free from defects or deficiencies in materials or workmanship.

3.3.7 Architect/Engineer's Review of Submittals. The Architect/Engineer will review, approve, reject, make comments and take other action as appropriate with respect to Submittals, but only for the limited purpose of checking for conformance with information and design concepts expressed in the Contract Documents. The Architect/Engineer's action will be taken within 14 calendar days so as to cause no delay in the Work or in the activities of the Contractor, LCRA or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness or other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of Submittals will not relieve the Contractor of its obligations under the Contract Documents. The Architect Engineer's review will not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer's approval of a specific item will not indicate approval of an assembly of which the item is a component. Action by the Architect/Engineer with respect to Submittals will be noted as indicated in the Specifications.

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3.3.8 Inspections by the Architect/Engineer. The Architect/Engineer will conduct inspections to assist LCRA in determining the date of Substantial Completion and Final Completion, will compile its own, separate list of punch list items and corrections required with respect to the Work, and will receive and forward to LCRA for LCRA's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

3.4 MEETINGS AND REPORTS

3.4.1 In connection with the Contractor's provision of services and performance of Work under the Contract Documents, the Contractor shall meet with LCRA (and the Architect/Engineer and LCRA's Consultants if so directed by LCRA), at such reasonable times and places chosen by LCRA, to discuss (1) the results and progress of the Work on the Project, (2) any services or Work then being performed by Contractor, and (3) to discuss and address any problems relating thereto. At least once each month and in conjunction with a meeting held pursuant to this Section, the Contractor shall provide LCRA with written reports or recommendations in connection with such meetings, which shall include the status of percentage of completion, schedule updates and specific identification of any events relating to the Work which arose during the preceding month and could affect either the Contract Price or the Contractor's Planned Completion Date. The Contractor shall comply with all decisions or directions issued by LCRA in any meetings conducted under the Contract Documents that are documented later in a Change Order or CCD. The Contractor shall not be entitled to any compensation in excess of the Contract Price for the Contractor's participation in any meetings, or the Contractor's provision of any written reports, required by this Section or any other provision of the Contract Documents. At any meeting conducted pursuant to this Section, LCRA may, upon reasonable notice, require the attendance of a corporate officer or principal of the Contractor's firm or any Subcontractor to the Contractor.

ARTICLE 4 LCRA

4.1 LCRA'S RIGHT TO STOP THE WORK

4.1.1 LCRA, with or without cause, and in its sole and absolute discretion, may order the Contractor at any time to stop the Work upon written notice given to the Contractor, signed personally by the applicable LCRA Representative. If the Contractor fails to correct defective Work as required by the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, then LCRA, through the applicable LCRA Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. If the LCRA Representative anticipates that the stoppage will exceed 24 hours, then the stop work order shall be in writing and signed by the LCRA Representative. Otherwise, the stop work order may be verbal. The right of LCRA to stop the Work does not give rise to any duty on the part of LCRA to exercise this right for the benefit of the Contractor or any other person or entity. To the extent that any order to stop work issued by LCRA pursuant to this Section is not attributable to the fault, negligence, breach of contract or breach of warranty of the Contractor or its Subcontractors, such order shall be considered a suspension of the Work and the applicable provisions of this Agreement shall apply to such suspension. This right is in addition to, and not in restriction or derogation of, any of LCRA's other rights under this Agreement, nor does the exercise

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of this right by LCRA relieve the Contractor of any responsibilities and obligations under or pursuant to the Contract Documents.

4.2 LCRA'S RIGHT TO CARRY OUT THE WORK

4.2.1 If the Contractor fails or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from LCRA to commence and continue correction of such failure or neglect with diligence (time being of the essence), then LCRA may, without prejudice to any other remedy LCRA may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive (CCD) (each as defined in Article 6) shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the services of the Architect/Engineer or any other professional made necessary by such neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, then the Contractor shall pay the difference to LCRA. The rights stated in this Section are in addition to and not in limitation of any of the rights of LCRA granted in the Contract Documents or at law or in equity.

ARTICLE 5 CONTRACTOR'S REPRESENTATIONS AND OBLIGATIONS

5.1 CONTRACTORS REPRESENTATIONS AND RESPONSIBILITIES.

5.1.1 Ratification of Contractor Representations. The Contractor acknowledges that it has made representations to LCRA in its proposal and subsequent negotiations that it has substantial experience in the construction and construction management of improvements substantially similar to the Project, that the Contractor is duly licensed and/or registered to perform all Work required on the Project as may be required by law, and that LCRA has reasonably relied on such representations in entering into this Agreement with the Contractor.

5.1.2 Contractor Signatory Authorized. The persons executing the Contract Documents on behalf of the Contractor represent that they have been authorized to do so and that all corporate, joint venture, partnership or other legal requirements necessary in connection with such authorization have been fulfilled.

5.2 CONSTRUCTION PHASE; SCOPE OF WORK

5.2.1. "Work." The terms "Work" or "work" shall mean, and the Contractor shall perform and provide, all labor, supervision, construction, materials, equipment, special facilities and "built-ins", construction documentation, construction management services, fixtures, tools, fuels, supplies, taxes, utility coordination and all other property and services necessary to:

- (i) timely and fully perform all work or services set forth in or reasonably inferable from all Contract Documents in a good and workmanlike manner and in accordance with the Contract Documents; and
- (ii) Timely and fully perform all work, services and provide all materials necessary to produce fully connected, complete and operational systems consistent with the requirements of the Contract Documents.

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In determining what is reasonably inferable from the Contract Documents, all such documents will be construed together and may not be read by separate trade areas or design divisions.

5.2.2 Reasonable Inference. In determining what is reasonably inferable from the Contract Documents and with respect to the services required of the Contractor by this Agreement, the Contractor's services shall be performed in (and measured according to) a manner consistent with those standards of professional skill, care and diligence applicable to a Contractor of comparable experience and knowledge (as represented herein) in similar circumstances.

5.2.3 Contractor Responsible for the Entire Work. The Contractor shall perform the entire Work required by or reasonably inferable from the Contract Documents. The provisions of this Agreement apply to the entire Project as defined in the Contract Documents.

5.2.4 Inadequate Description of Systems and Materials. Should the Contract Documents fail to particularly describe any systems, materials or goods to be used, then it shall be the duty of Contractor to request LCRA to provide an Interpretation, and LCRA shall clarify the systems, materials or goods to be used. No change in brand or make will be permitted for any system or material specified in the Contract Documents or which has been approved in an Interpretation unless: (1) Contractor can furnish satisfactory proof that delivery is impossible, and LCRA has approved the proposed substitution in writing, or (2) the system or material as delivered fails to comply with the Contract Documents. Manufactured articles, material, and equipment shall be supplied, installed, connected, erected, and conditioned as directed by written instructions of the manufacturer.

5.3 CONSTRUCTION PROCEDURES

5.3.1 Communications Plan Contractor shall develop a communications plan complying with the Specifications and establish lines of communication and review and approval procedures with LCRA consistent with and based upon the responsibilities and authorities of each LCRA Representative. Contractor shall submit this plan to LCRA for review and approval prior to the commencement of the Work, and once approved, all communications and requests for review and approval by the Contractor shall be in accordance with the approved plan. In addition, Contractor shall, develop and submit for approval to LCRA, an electronic construction management platform for sharing information on the Project, pursuant to which communications among the various Project participants, revisions to Drawings, Change Orders, Requests For Information ("RFIs") and related responses and other similar information can be communicated, displayed, managed and utilized in connection with the Project. The format of the electronic construction management platform and the format of the documents and information displayed and communicated using the electronic construction management platform shall be as specified by the Contract Documents or as otherwise approved by LCRA. In this regard, the electronic construction management platform shall display documents only in PDF format (or such other format as is approved by LCRA and protects the information and documents communicated and displayed from manipulation, modification or degradation without immediate and clear notice to the users of the system).

5.3.2 The Contractor shall:

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- (i) schedule and conduct construction progress meetings on a weekly basis, or as otherwise specified by the Contract Documents, to review the progress of planning and construction of the Work;
- (ii) maintain and circulate (within 48 hours of each meeting) for comment and approval to LCRA and Architect/Engineer accurate minutes of construction progress meetings;
- (iii) establish lines of communication with LCRA and Architect/Engineer to resolve problems with drawings, or construction in a timely manner;
- (iv) establish guidelines with LCRA for communication with the Architect/Engineer; and
- (v) establish satisfactory submission, review, approval, and authorization procedures for Shop Drawings, and monthly applications for payment.

5.4 **LABOR AND MATERIALS**

5.4.1 Provision of Labor. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, fuels and other consumables, construction equipment and machinery, transportation, and other facilities and services or temporary distribution of same necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Work to be performed will vary by project size and complexity, and all work shall be performed generally between 7:00 AM and 6:00 P.M. Monday through Friday, with possible exceptions as mutually agreed by both parties. Except as otherwise required for the safety or protection of persons or the work or property at the specific jobsite or adjacent thereto, all work at the specific jobsite shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent given after prior written notice to OWNER's Representative. If Contractor wishes to work overtime or multiple shifts, Contractor and OWNER shall confer and agree on the scheduling to coordinate with OWNER's other activities and to avoid noise or after-hours disturbances to the neighbors, if any. However, emergency work may be done without prior permission. If night work is authorized and conditions under Contractor's control will permit work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a working day. Night work may be revoked at any time by OWNER if Contractor fails to maintain adequate equipment and supervision for the performance, safety, and control of the night work.

5.4.2 Secure Access Requirements. Contractor acknowledges that the Project is subject to certain secure access requirements adopted by LCRA and that these requirements require that the Contractor and its Subcontractors and their respective employees are subject to background investigation. Contractor shall conduct background checks on all persons who will be working on the Project, which background investigations shall comply with the requirements set forth in Exhibit 2 hereto. Any persons whose background check reveals information of violations or issues requiring that the person not be assigned to the Project as identified in Exhibit 2 shall not be allowed to work on the Project and shall not be allowed at the Project Site. Contractor agrees, and shall cause its

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Subcontractors to agree, to cooperate fully with all investigations and to assist LCRA in obtaining information from any persons who may be subject to any investigation as requested or required by LCRA. Contractor agrees that, if at any time during the term of this Agreement, LCRA determines that continuing a relationship with any Subcontractor violates the secure access requirements of LCRA, then LCRA may direct Contractor to immediately terminate the applicable employees of, or the subcontract with, such Subcontractor without any further obligation to Contractor or such Subcontractor, other than to pay Contractor all sums then due to the extent and as required by this Agreement. All personnel performing Work on the Project shall be subject to background and warrant checks as required by LCRA, in its sole discretion. In this regard, names of all workers who will be present at the Project Site must be submitted to the applicable LCRA Representative at least fourteen (14) days prior to the date when they are scheduled to commence work. No individual shall be allowed on the Project Site unless such person has previously been approved and listed by LCRA. Contractor shall provide LCRA at least twenty-four hours (24) advance notice of any request to add any person to the list of approved persons.

5.4.3 Employee Conduct. The Contractor shall at all times enforce strict discipline and good order among the Contractor's and Subcontractors' employees and shall not employ in the performance of any portion of the Work any unfit person or anyone not skilled in the task assigned to him. Contractor specifically understands and agrees that there is a complete prohibition on use of all tobacco products, alcohol, illegal drugs and firearms on the Project Site, and that Contractor is responsible to enforce this prohibition and shall be liable to LCRA for all costs, damages, expenses and claims arising out of any violation thereof. Contractor shall institute and maintain a drug screening program for all workers performing any Work and shall not allow any individual who is found to be under the influence of alcohol or drugs to continue performing Work or to remain on the Project Site.

5.5 TAXES

5.5.1 Inclusion in the Contract Price. Subject to reimbursement of Exempt Taxes as set forth in Section 5.5.2, the Contract Price includes provision for, and Contractor shall pay and administer all applicable foreign, federal, state and local taxes and duties incurred or payable in connection with the Work, including taxes and assessments on materials, equipment, parts, supplies, services, or labor furnished, incorporated into, utilized or consumed in the performance of the Work (collectively, "Contractor Taxes") including:

- (i) taxes based on or related to Contractor's or its Subcontractors' Labor, including payroll, social security and other employment taxes,
- (ii) taxes based on or related to Contractor's or its Subcontractors' income or earnings,
- (iii) property, margin, sales, franchise, use or gross receipt taxes and similar taxes, and
- (iv) all customs, import or export duties, value added taxes or other taxes, duties or assessments imposed in connection with the procurement, manufacturing, export or import of the Equipment.

Contractor shall furnish to the appropriate authorities all required information and reports in connection with all Contractor Taxes, and shall promptly furnish to LCRA copies of all such information and reports and other evidence reasonably acceptable to LCRA showing the payment

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of Contractor Taxes by Contractor. LCRA's exemption certificate for Texas sales and use tax, as applicable, is attached hereto as Exhibit 3.

5.5.2 LCRA Tax Exemptions.

LCRA is exempt from the Texas Limited Sales and Use Tax pursuant to Texas Tax Code section 151.309 ("Exempt Taxes"). Contractor shall claim all applicable federal, state and local tax exemptions, credits or deductions relating to the Work available to itself or LCRA. In the event that an assessment for any Exempt Taxes is levied against Contractor or any Subcontractor, Contractor shall promptly notify LCRA and furnish to LCRA a copy of such assessment. In the event that LCRA determines that the assessment should be contested and so notifies Contractor in writing, LCRA may contest such assessment. Such contest shall be at LCRA's sole cost and expense, unless the assessment for Exempt Taxes is due to reasons attributable to Contractor, in which case, Contractor shall reimburse LCRA within ten (10) days after receipt of reimbursement request, the costs and expenses incurred by LCRA in connection with such contest, redetermination or other action. LCRA shall exclusively control any contest, redetermination or other action regarding any such taxes or assessments. Contractor shall reasonably cooperate with and assist LCRA in any such contest or proceeding. LCRA shall reimburse Contractor for its reasonable costs and expenses incurred in providing such support as requested. LCRA shall reimburse Contractor for any Exempt Taxes (including any associated penalties or interest arising therefrom) that do not qualify for exemption for reasons not attributable to Contractor ("LCRA Taxes").

5.5.3 Contractor Tax Exemption. Whenever applicable, Contractor shall claim for itself the exemption from the Texas sales and use tax under section 151.311 of the Texas Tax Code, TAXABLE ITEMS INCORPORATED INTO OR USED FOR IMPROVEMENT OF REALTY OF AN EXEMPT ENTITY. Under no circumstances shall the Contract Price, as established herein or later increased through a Modification, include any taxes from which Contractor would be exempt under that section of the Tax Code. If it is determined in an audit that such taxes have been included in any pricing, Contractor shall reimburse LCRA for any taxes from which Contractor is exempt pursuant to section 151.311.

5.6 PERMITS, FEES AND LICENSES

5.6.1 Notice and Compliance with Codes. The Contractor shall provide to LCRA all notices and comply with applicable Codes bearing on the performance of the Work. If the Contractor knows that any of the Contract Documents are at variance in any respect, then the Contractor shall promptly notify LCRA in writing, and any necessary changes shall be made by appropriate Modification.

5.6.2 The Parties Permitting Responsibilities. LCRA shall provide the specific permits and approvals identified in the Specifications. Otherwise, the Contractor shall secure all permits and approvals (consistent with the requirements in the Specifications) and shall schedule and conduct all inspections required in connection with the Work. Contractor shall pay any and all governmental fees to acquire and maintain any and all licenses required in connection with the performance of the Work, including but not limited to any business or contracting licenses required by applicable law. The Contractor shall also arrange for and secure all required governmental inspections required for the obtaining of such permits and licenses.

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5.6.3 Review of Communications by LCRA. Contractor shall not initiate any communications with any City, State or other governmental authority, and no permits, applications or other documents should be filed with any City, State or other governmental authority without the prior submission to, review by and written direction of the applicable LCRA Representative.

5.7 SUPERVISION

5.7.1 Provision of Supervision. The Contractor shall supervise and direct the Work, using appropriate skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, schedules, sequences and procedures and for coordinating all portions of the Work. The Contractor shall be responsible to LCRA for the acts and omissions of the Contractor and its Subcontractors, and Contractor's and Subcontractor's employees.

5.7.2. On-Site Project Manager and Project Superintendent. The Contractor shall provide full time on-site supervision for the Project, and shall notify LCRA of the identity of any proposed Project Manager, on-site Project Superintendent and on-site Field Engineers. Any Project Manager, Project Superintendent or Field Engineer shall represent the Contractor on the Project Site and shall have authority to bind the Contractor with respect to all matters pertaining to the performance of Work on the Project. The Contractor shall not employ any person as Project Manager or Project Superintendent or Field Engineer unless LCRA agrees to the selection of such person, and shall not replace or transfer any such person without the prior, written approval of LCRA, except in the event that the person designated as the Project Manager, Project Superintendent or Field Engineer is no longer employed by the Contractor, in which event the new person designated as the replacement Project Manager, Project Superintendent or Field Engineer shall be subject to LCRA's approval, which approval shall not be unreasonably withheld.

5.7.3 Additional Supervision. The Contractor shall provide such assistant superintendents, estimators, and such other support staff necessary to perform the Work in the most appropriate and soundest way and in the most expeditious and economical manner consistent with the interests of LCRA.

5.7.4 Objection by LCRA. The Contractor shall not use any employee of the Contractor to perform any Work for the Project against whom LCRA makes reasonable objection based on the quality of Work performed by such person or the nature of the working relationship between such person and LCRA, Architect/Engineer or LCRA's Consultants. If LCRA makes such reasonable objection to any of the Contractor's personnel, then the Contractor shall promptly remove such person from the Project and thereafter shall not utilize such person to perform any such services on the Project, unless LCRA later agrees to such use. Any reasonable objection by LCRA pursuant to this Section shall not be a basis for an increase in the Contract Price or an extension of the Contractor's Planned Completion Date.

5.7.5 Coordination of Subcontractors. The Contractor shall coordinate the Work of all Subcontractors for the Project and ensure that each Subcontractor:

- (i) coordinates the Work of his own employees and subcontractors;
- (ii) conducts his Work to assure compliance with schedules; and

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- (iii) coordinates his Work with that of other subcontractors and Work performed by LCRA's separate contractors (consistent with the provisions of Article 13 herein).

5.8 SUBMITTALS

5.8.1 Submission of Submittals. The Contractor shall submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of any separate contractors, all Submittals. The Submittals shall be submitted simultaneously to LCRA and Architect/Engineer. The Architect/Engineer's review of Submittals will be conducted only after the Contractor has coordinated the Submittals to indicate field conditions and proposed deviations from the Contract Documents or other requirements which affect the requirements of the Contract Documents and only after the Contractor has complied with all other requirements of the Contract Documents relating to the submission of shop drawing submittals. All Submittals shall indicate that the required coordination has been performed. The Contractor shall be responsible for any delays resulting from the failure to provide such coordination. However, if after such coordination is performed an Excused Delay occurs, then the Contractor shall not be responsible for such Excused Delay and shall be entitled to the applicable remedies set forth herein.

5.8.2 Contractor's Representation Regarding Submittals. By issuing a Submittal, the Contractor represents that the Contractor (or its Subcontractors) has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that the Contractor has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

5.8.3 Deviations from the Contract Documents. The Contractor is not relieved of responsibility for any deviation from the requirements of the Contract Documents by the approval of Submittals by the Architect/Engineer or LCRA unless the Contractor has specifically informed the LCRA Representative and Architect/Engineer in writing of such deviation at the time of submission and LCRA has given written approval to the specific deviation. The Contractor is not relieved from responsibility for errors or omissions in the Submittals by such approval.

5.8.4 Required Revisions. The Contractor shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Architect/Engineer on previous Submittals. No portion of the Work requiring submission of Submittals shall be commenced (including fabrication) until the submittal has been approved. All such portions of the Work shall be in accordance with approved Submittals.

5.8.5 Notations on Submittals. The Architect/Engineer's notation on Submittals does not constitute an authorization for additional work or additional cost. If Contractor claims that any such notation represents a Material Change, the Contractor must notify LCRA in the time and manner required by this Agreement.

5.9 RECORD DRAWINGS; OPERATING AND MAINTENANCE DATA

5.9.1 Duty to Maintain Record Drawings. The Contractor shall maintain at the Site for LCRA one (1) record copy of the Drawings, Specifications, Addenda, Change Orders, CCDs, other Modifications and other records relating to the construction work performed on the Project, in

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good order and marked currently to record changes and selections made during construction, and in addition shall maintain copies of all Submittals. Among other things, the marked drawings must reflect:

- (i) all deviations from the construction drawings made during construction,
- (ii) details in the work not previously shown on the construction drawings
- (iii) changes to existing conditions or existing conditions found to differ from those shown on the construction drawings, and
- (iv) the actual installed position of equipment, controls, and other system information required for LCRA's use and maintenance of the Work.

The Record Drawings shall be maintained and posted on the electronic construction management platform required by Section 5.3.1 herein, and shall be stamped and sealed by a validly licensed Texas Professional Engineer to the extent required by the Specifications. The documents referenced in this Section are referred to collectively herein as the "Record Drawings" and shall be made available to LCRA and the Architect/Engineer for inspection and review during the course of construction on the Project, as requested by them.

5.9.2 Delivery of Record Drawings. At the conclusion of the Work on the Project, and as a condition precedent to Final Payment, Contractor shall compile and submit to the Architect/Engineer and LCRA one digital/electronic copy of the following: (a) neat, clean, well drafted and complete Record Drawings, containing all information required by Section 5.9.1 above, and (b) operating and maintenance manuals, brochures, drawings and other data for all systems and equipment provided by the Contractor as part of Work. This data shall be bound and organized and include all manufacturers' operating and maintenance instructions, original copies of warranties, training manuals, bonds or service contracts and the like. The data shall identify:

- (i) the Subcontractor or installer;
- (ii) the maintenance contractor, as appropriate;
- (iii) the local source of supply for parts and replacement;
- (iv) all engineering and maintenance data as applicable for Work performed by the Contractor and all Subcontractors, and
- (v) all permit drawings and specifications.

These drawings and specifications must bear all stamps, signatures, notations, changes, approvals, etc. by the appropriate governmental agencies, and a copy of permits which the Contractor is required to procure pursuant to the Specifications shall be included. The Contractor shall make these documents available to LCRA and the Architect/Engineer upon request for review during the course of construction on the Project.

5.9.3 Review of Architect/Engineers' Record Drawings. The Contractor shall accurately and completely record all of the information required by Section 5.9.1 and 5.9.2 on the Contractor's set of Record Drawings. In addition, the Contractor shall, at no cost to LCRA, review any Record Drawings prepared by the Architect/Engineer to verify that this information has been accurately incorporated into any such Record Drawings.

5.10 USE OF SITE

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5.10.1 The Contractor shall confine operations at the Site to the areas of the Project and other areas permitted by LCRA and shall not encumber the other portions of the Site with any materials or equipment. The Contractor shall comply with any directions or restrictions issued by LCRA regarding protecting and securing materials or equipment stored on the Site and shall be responsible for such protection and security, subject to recovery (as allowed herein) from the property insurance provided by the Contractor for the Project. The Contractor shall require all persons performing work on the Project to comply with any and all policies and rules established by LCRA relating to access or behavior at the Project site, including any policies or rules regulating parking, emergency ingress and egress and protection of the environment and natural habitat from damage caused by the performance of the Work. The duty of the Contractor to maintain discipline and good order and compliance with LCRA's policies, rules and regulations pursuant to the Contract Documents shall apply to the Contractor, its Subcontractors and their respective employees.

5.11 CLEANING UP

5.11.1 Contractor shall keep the Site, the premises and surrounding area free from accumulation of waste materials, dirt or rubbish caused by operations under this Agreement. For the Work to be considered Finally Complete, Contractor shall remove from and about the Site all waste materials and rubbish (and shall remove Contractor's and Subcontractors' tools, construction equipment, machinery and all surplus materials except to the extent such items are needed to perform any punch list or other Work that Contractor is permitted to complete after Substantial Completion pursuant to the provisions of this Agreement). In addition, for the Work to be considered Substantially Complete, the Contractor shall repair any damage to trees, shrubs, roads or other aspects of the Site or surrounding habitat caused by the performance of the Work, remove all temporary structures or facilities and return the areas around the Site to the same condition they were in prior to the commencement of the Work.

5.12 ROYALTIES AND PATENTS

5.12.1 The Contractor shall pay all royalties and license fees and defend all suits or claims for infringement of any patent rights relating to the Work and shall save LCRA harmless from loss on account thereof.

5.13 INDEMNIFICATION

5.13.1 General Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless LCRA, and its officers, directors, officials and employees, from and against all claims, costs, losses, fines, penalties, judgments, claims, liabilities and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to:

- (i) the performance of the Work if and to the extent that any such claim, damage, loss or expense is caused by the acts, omissions, breach of contract or negligence of the Contractor, any Subcontractor or anyone for whose acts any of them may be liable;

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(ii) any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents;

(iii), any Work performed by the Contractor that is contrary to laws, permits or regulations, including without limitation:

(a) any violation of or failure to comply with any law, statute, ordinance, rule, permit, regulation, code or requirement of the Work by the Contractor, any Subcontractor or any person or entity whom either is responsible;

(b) any means, methods, techniques, procedures or sequences of execution or performance of the Work; or

(c) any failure to secure or pay for any permits, fees, licenses, approvals and inspections Contractor is required to provide by the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, any Subcontractors or any person or entity for whom either is responsible; and

(iv) any claim or action, legal or equitable, brought by other occupants or adjacent landowners against LCRA or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work or failure to perform the Work.

Contractor shall not indemnify LCRA for claims, damages, losses or expenses to the extent they are caused by the acts or omissions of LCRA. The indemnity obligation in this Section shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or insurance which would otherwise exist as to any party or person described in this Section. This indemnification shall survive acceptance of the Work and completion of the Project and any termination of this Agreement.

5.13.2 Third Party Beneficiaries. For the avoidance of doubt all those who are not parties to this Agreement, but are entitled to indemnification under Section 5.13, are third party beneficiaries of the indemnification obligation established therein.

5.13.3 No Limitation on Damages. In any and all claims against any person or entity indemnified under Section 5.13.1 or 5.13.2 above by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations of the Contractor are not limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. LCRA waives any consequential, indirect, or incidental damages not covered by the insurance coverages required under this Agreement.

5.13.4 Regarding the Architect/Engineer. The indemnity obligations of the Contractor do not extend to the liability of the Architect/Engineer, the Architect/Engineer's consultants and

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agents and employees of any of them arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, or (2) the giving of or the failure to give directions or instructions customarily provided by the Architect/Engineer or the Architect/Engineer's consultants, provided such giving or failure to give directions or instructions is the cause of the injury or damage.

5.14 MISCELLANEOUS CONTRACTOR DUTIES

5.14.1 Independent Contractor. Contractor is acting under this Agreement solely as an independent contractor, and not as a partner, joint venturer or employee of LCRA and shall have no authority to act for or bind or obligate LCRA in any manner whatsoever, except and only to the extent specifically authorized in writing by LCRA.

5.14.2 Prevailing Wages. Contractor is subject as an employer to all applicable unemployment compensation statutes and agrees to indemnify and hold harmless LCRA from any and all responsibilities under them toward employees of Contractor. Contractor shall comply with all regulations concerning employment of labor required by law including but not limited to Texas Govt. Code Ann. Sections 2258.001 *et. seq.* In this regard, Contractor acknowledges that this Contract is subject to Chapter 2258 of the Texas Government Code, requiring Contractor to pay prevailing wages to workers. Accordingly, Contractor and all Subcontractors are required to pay not less than the wages specified in the Prevailing Wage Schedule, and are subject to all the remedies and penalties established in Ch. 2258 of the Texas Government Code. The establishment of a Prevailing Wage Schedule to this Contract is not a warranty, guaranty or other representation that adequate numbers of skilled or unskilled workers are actually available in the local market to perform this Contract or that workers may be hired for the wages identified in the Prevailing Wage Schedule. Contractor shall forfeit as a penalty to LCRA, sixty dollars (\$60) per day for each worker that is paid less than the prevailing rates established in this Agreement for Work done at the Project Site. The prevailing wage rate for legal holidays and for overtime work (over forty (40) hours per work week) is one and one-half (1.5) times the applicable wage rates. Contractor and all Subcontractors shall maintain records of the names, classifications and hourly wages of workers, which shall be available for inspection by LCRA. In addition, Contractor and its Subcontractors shall maintain and submit with each Application for Payment certified payrolls for all personnel performing Work on the Project.

5.14.3 Contractor Taxes. Contractor shall pay all applicable fees, assessments, contributions, and taxes (including, without limitation, all sales taxes, excise taxes, Social Security, Old Age Benefit, fringe benefits and unemployment compensation taxes) upon the material and labor furnished under the Contract Documents as required by any applicable statute, regulation and ordinance, or any union, governmental agency or political subdivision and shall indemnify and hold LCRA harmless against any penalty imposed upon LCRA as a result of any violations of applicable governmental requirements by Contractor.

5.14.4 Health and Safety. Contractor shall comply with all applicable health and safety regulations, including without limitation those promulgated by EPA, OSHA and all other federal, state and local agencies having jurisdiction over the Project in connection with the performance of Work pursuant to the Contract Documents.

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5.14.5 Other Contractor Duties. Contractor shall:

- (i) schedule, coordinate and monitor Subcontractor manpower requirements and material deliveries for adequacy and execute corrective measures as required;
- (ii) maintain daily supervision of construction, resolve field conflicts and problems, enforce conformance to Drawings and Specifications, maintain quality control, and monitor periodic cleaning;
- (iii) review required Subcontractor Submittals for conformance with the Drawings and Specifications, field dimensions, etc., and submit to LCRA for necessary approvals; and
- (iv) where allowances, if any, have been included in this Agreement for time and material work, approve Subcontractor's daily work tickets and monitor the Subcontractor's performance.

ARTICLE 6

CHANGES IN THE WORK, CONTRACT PRICE AND COMPLETION DATE

6.1 CHANGES

6.1.1 Changes Generally; Notice. Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order, Construction Change Directive ("CCD") in the Work, subject to the limitations stated in this Article 6 and elsewhere in the Contract Documents. LCRA reserves the right to make any changes, deletions or additions to the Work, in whole or in part, that LCRA may deem desirable. If such changes constitute a Material Change and/or an Excused Delay, then Contractor shall be entitled to an increase in the Contract Price and/or an extension of the Contractor's Planned Completion Date as set forth in this Agreement. If Contractor encounters any event, obstruction, deficiency, ambiguity, difficulty or condition at the Site, which the Contractor contends was not one about which the Contractor had knowledge (or should have accounted for), then the Contractor shall notify LCRA of such event, obstruction, deficiency, ambiguity, difficulty or condition with reasonable promptness, and in no event later than seven (7) days after its discovery, and thereafter shall meet with LCRA, Architect/Engineer and LCRA's Consultants, as requested by LCRA, to discuss recommendations and alternatives for responding to the event, obstruction, deficiency, ambiguity, difficulty or condition and minimizing its impact on the Contract Price and Contractor's Planned Completion Date. The Contractor shall perform no Work involving or affected by such event, obstruction, deficiency, ambiguity, difficulty or condition until after notifying LCRA and receiving specific directions from LCRA as to the performance of such Work. The Contractor acknowledges that the failure to notify LCRA of any such condition within seven (7) days of its discovery will prejudice LCRA's ability to respond to such condition and mitigate the cost and schedule impacts resulting from the condition. If the Contractor performs any construction activity affected by any event, obstruction, deficiency, ambiguity, difficulty or condition which the Contractor contends was not one about which the Contractor had knowledge (or should have accounted for) without first giving prior notice to and obtaining the instructions of LCRA with respect to such construction activity, the Contractor shall be responsible for such performance and shall be liable for any attributable costs incurred by LCRA as a result of the Contractor's failure to have given such notice, and shall not be entitled to any extension of the Contractor's Planned Completion Date on account thereof.

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6.1.1.1 Contractor shall not be entitled to request a Change Order, or to receive any compensation, extension of time for performance or other change to the Work or this Agreement, as a result of any correction of defective Work, breach of Warranty or other Work required due to any errors or omissions on the part of Contractor or its Subcontractors.

6.1.2 Definition and Limits of Material Change. The description of the Work in further detail by the Architect/Engineer or LCRA subsequent to the execution of this Agreement, whether through the issuance of written Specifications, directions or clarifications, the issuance of further and more detailed Drawings or otherwise, shall not entitle the Contractor to any compensation in addition to the Contract Price, or to any extension of the Contractor's Planned Completion Date, unless and only to the extent that such later description constitutes a "Material Change" in the Work, which is defined as any one of the following:

- (i) a description of the Work that involves work of a materially different nature, character, scope or quality (other than refinement) than that set forth in and/or reasonably inferable from the Contract Documents;
- (ii) a later description of the Work which involves work expressly excluded from the Contract Documents; or
- (iii) additional work that is required because of a change in applicable Codes after the execution of this Agreement.
- (iv) an increase in the price of materials caused by any tariff, duty, or other charge imposed on such materials after the Effective Date that were not foreseen or foreseeable by Contractor as of the Effective Date.

6.1.3 Change Order Defined. A Change Order is a written instrument signed by LCRA and Contractor containing:

- (i) an agreed change in the Work;
- (ii) an agreed amount of the adjustment in the Contract Price, if any; or
- (iii) an agreed extension of the Contractor's Planned Completion Date.

A Change Order shall be based upon the agreement of LCRA and Contractor to be executed in the form attached hereto as Exhibit 4

6.1.4 Construction Change Directive Defined. A construction change directive ("CCD") is written statement to Contractor issued on or after the Effective Date of this Agreement recommended by Architect/Engineer and signed by LCRA ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A CCD will set forth a direction with respect to the Work. A CCD may be issued in anticipation of a Change Order to be negotiated later or unilaterally by LCRA (without agreement of Contractor), shall be in the form attached hereto as Exhibit 4, and may be accepted and signed by Contractor (in which case it shall be considered a Change Order), or Contractor may disagree with the CCD, in which event Contractor shall proceed promptly and diligently with the Work required by the CCD subject to the provisions of this Agreement.

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6.1.5 Effect of a Change Order and CCD. A Change Order or CCD signed by Contractor indicates its agreement therewith, including any adjustment in the Contract Price or extension of the Contractor's Planned Completion Date set forth therein. A CCD signed by Contractor shall be effective immediately whether or not a Change Order is later issued by LCRA based on such CCD. Specifically, Contractor agrees that the amount of any increase in the Contract Price set forth in any Change Order or a CCD signed by Contractor includes full compensation to Contractor for all Work required in connection with the Change Order or CCD and full compensation for all acceleration, delay, hindrance, cumulative impact, loss of efficiency, inconvenience, increased supervision, overhead, general conditions, profit, or other costs, expenses or damages which have been or may be incurred by Contractor as a result of the issuance of the Change Order or CCD and/or the performance of any Work required in connection with the Change Order or CCD.

6.1.6 Changes in Contract Price and Schedule must be Substantiated. In addition to the requirements of Sections 6.1.1 and 6.1.2 above, the Contractor hereby agrees that it shall not be entitled to any increase in the Contract Price unless there is an actual, substantiated and measurable increase in the Contractor's cost of performance. No Change Order shall include any extension to the time for performance of the Work unless Contractor establishes, to LCRA's reasonable satisfaction, that the nature of the proposed Material Change or Excused Delay, as applicable, has an impact that will demonstrably and adversely delay Contractor's performance of Work that is on the Critical Path and will cause Substantial Completion to occur after the Contractor's Planned Completion Date. No change in the Work, Contract Price or the Contractor's Planned Completion Date is authorized unless and until:

- (i) LCRA authorizes the Contractor to proceed with such Work in advance and in writing through an executed Change Order, or CCD, or
- (ii) the Contractor is awarded an increase in the Contract Price or extension in the Contractor's Planned Completion Date pursuant to a Claim made in the time and manner required by this Agreement.

The amount of credit to be allowed by Contractor to LCRA for a deletion or other change which results in a decrease in the Contract Price shall be the actual decrease in the Contractor's cost of performing the Work attributable to any Material Change.

6.1.7 Changed Work to be Performed Diligently. Contractor agrees to immediately perform the work that is the subject of any Change Order or CCD diligently and without delay. Changes in the Work must be performed under applicable provisions of the Contract Documents, unless otherwise provided in the Change Order or CCD.

6.1.8 No Changes by Course of Dealing. A change to the Contract Price or any Contractor's Planned Completion Date may be made only pursuant to a Change Order issued under Section 6.2. Accordingly, no course of conduct or dealing between the parties shall be the basis of any claim to increase any amounts due under the Contract Documents or a change in any Contractor's Planned Completion Date or other time period for which the Contract Documents provide.

6.2 CONTRACTOR'S CHANGE ORDER REQUEST (COR)

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6.2.1 If Contractor believes that it is entitled to a Change Order as otherwise set out in this Agreement, Contractor may submit a Change Order Request (“COR”) to LCRA. Contractor’s COR shall describe the events or circumstances Contractor believes constitute a Material Change in reasonable detail and set forth such changes (including any amendments to this Agreement) that Contractor deems necessary to address that asserted Material Change and its justification therefore, together with all reasonable supporting documentation. The COR shall include an analysis demonstrating (i) the time impact, if any, of the asserted Material Changes on the Critical Path items yet to be completed and (ii) how Contractor proposes to incorporate the time impact into the schedule without the need for any extension of time. If the Project Schedule may be maintained or adjustments thereof minimized only by increasing the Contract Price, Contractor shall, in its COR, set forth possible trade-offs among or between cost and schedule so that LCRA may make an informed decision in responding to Contractor’s request for a Change Order. The COR shall include any proposed change in the Contract Price, whether as a result of an increase in cost or cost savings. For any increase in the Contract Price, Contractor shall propose an all-inclusive, lump sum, fixed-price to LCRA that is reasonably determined by Contractor in good faith. Contractor shall use all reasonable efforts to minimize, or if possible, eliminate any adverse effect to LCRA of any asserted Material Change or Excused Delay, including any increase in the Contract Price or any adverse effect on the Contractor’s Planned Completion Date. The COR shall include a description of all such mitigation efforts of Contractor.

6.2.1.1 Attached hereto as Exhibit 5 is the rate table agreed to by the Parties setting forth the labor rates for all craft labor employed by Contractor that is to be used by Contractor for pricing Contractor’s labor for CORs.

6.2.2 COR Does Not Entitle Contractor to a Change Order. The mere submission of a COR by Contractor does not entitle Contractor to any increase in the Contract Price or to any extension of any of the Contractor’s Planned Completion Date, and does not entitle Contractor to stop or slow down any portion of the Work based upon such submission. LCRA fully reserves all of LCRA’s rights and positions with respect to any COR submitted by Contractor. If LCRA does not agree with a COR submitted by Contractor, Contractor shall be entitled to make a Claim as permitted by Article 20 of this Agreement. In the event said claim is later determined to be valid, Contractor shall be entitled to an increase in the Contract Price calculated pursuant to the provisions of Section 20.4 herein. Contractor shall be responsible to LCRA for all damages, cost or expenses incurred by LCRA as a result of any failure by Contractor to prosecute the Work fully, properly, promptly, and diligently because of Contractor’s submission of a claim or COR.

6.2.3 Backup Cost Documentation. All proposed costs contained in a COR, whether those costs are attributable to Works performed by the Contractor or its Subcontractors, must be supported by reasonable backup documentation of all material, equipment, labor and associated installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis by LCRA, Architect/Engineer and LCRA Consultants using current estimating guides and/or practices. Copies of any Subcontractor and vendor proposals shall be furnished with each COR.

If a Change Order involves both increases and decreases in the Contract Price, the increases and decreases shall be offset against one another.

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6.3 CHANGE REQUEST BY LCRA.

6.3.1 Change Request by LCRA. LCRA may at any time, by written notice to Contractor, request an addition to or deletion from or other changes in the Work. Contractor shall reasonably review and consider any such request and shall make a written response thereto within ten (10) days after receiving such request. If Contractor believes that giving effect to any LCRA requested change will increase or decrease its cost of performing the Work, shorten or lengthen the time needed for completion of the Work, require modification of its warranties, or require a modification of any other provisions of this Agreement, its response to LCRA's request shall include a COR. The COR shall set forth such changes (including any amendments to this Agreement) that Contractor deems necessary as a result of the request and its justification therefore, together with all reasonable supporting documentation. Contractor's response to LCRA's request shall include an analysis demonstrating (i) the time impact, if any, of the proposed change on the Critical Path items yet to be completed, and (ii) how Contractor proposes to incorporate the time impact into the schedule without the need for any extension of time. If the construction schedule may be maintained or adjustments thereof minimized only by increasing the Contract Price, then Contractor shall, in its response, set forth possible trade-offs between cost and schedule so that LCRA may make an informed decision regarding whether to issue a Change Order. Contractor's response to a request by LCRA shall include in the COR any proposed change in the Contract Price, whether as a result of an increase in cost or cost savings. For any increase in the Contract Price, Contractor shall propose an all-inclusive, lump sum, fixed-price to LCRA that is reasonably determined by Contractor in good faith. Contractor shall use all reasonable efforts to minimize, if possible, or eliminate any effect adverse to LCRA of any requested change, including any increase in cost or any adverse effect on scheduling or other provisions of this Agreement. Contractor's response shall include a description of all such mitigation efforts of Contractor.

6.3.2 Failure to Respond. If Contractor fails to respond to LCRA's written request within the ten (10) day period required under Section 6.3.1, LCRA may provide written notice thereof to Contractor. In the event that Contractor fails to respond to LCRA's written request for a Change or notify LCRA of any changes as to cost, schedule, warranty obligations or other provisions hereof resulting from the requested Change within five (5) days after receiving such notice from LCRA, Contractor shall be deemed to have accepted the request as specified by LCRA (including any amendments to this Agreement specified therein) unconditionally and without additional consideration, reimbursement of costs, extension of time or other amendments hereto, except as may be specified by LCRA in its request), in which event if LCRA so notifies Contractor, such request shall be deemed to be a Change Order binding upon Contractor, and Contractor shall have waived, discharged and released any claims or offsets against LCRA as a result of the requested Change and such Change Order.

6.4. CONSTRUCTION DIRECTIVES

6.4.1 Construction Change Directives. Notwithstanding any other provision of this Agreement, LCRA may require Contractor to perform and commence immediately any Work (including Work that the Contractor contends is a Material Change), without agreement as to whether such Work constitutes a Material Change, requires an increase in the Contract Price or an extension of the Contractor's Planned Completion Date, or, if so, what increase or decrease and/or

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extension of time is required thereby, by issuing a CCD for such Work, provided that LCRA agrees to do so only in good faith, in anticipation of a later Change Order or under circumstances where LCRA reasonably believes that Contractor is not entitled to some or all of a Change Order Request submitted by the Contractor.

6.4.2 Allowance of Changes in Price and Time. Any CCD issued by LCRA may state the extent, if any, to which LCRA agrees to any change in the Contract Price sought in the Contractor's COR for the changed Work. Further, any CCD issued by LCRA may identify the extent, if any, to which LCRA will allow any extension of time requested in the Contractor's COR. Any increase in the Contract Price permitted by this Section shall be deemed to include (and no additional damages or costs may be sought or recovered by Contractor for) all profit, overhead, general conditions, supervision, delay, acceleration or impact costs or other expenses or losses allegedly sustained or incurred by Contractor as a result of the CCD and/or the performance of any Work required in connection with the CCD. In connection with all Work performed pursuant to a CCD, Contractor shall keep and present, in such form as LCRA may prescribe, an itemized accounting together with appropriate supporting data.

6.4.3 Payment of Amount Approved in a CCD. Pending final determination of cost to LCRA, changes in the Contract Price accepted by LCRA in any CCD may be included in Applications for Payment subject to the payment provisions of this Agreement.

ARTICLE 7 TESTING

7.1 TESTING

7.1.1 Testing Plan. Contractor shall prepare, and submit to LCRA for approval in accordance with the Specifications, a comprehensive testing plan for each material portion of the Project and all operational components, equipment and systems. This testing plan shall set forth testing procedures and requirements for each such portion, component, equipment and system that is part of the Project so that LCRA can assess and determine, based on such testing, that the applicable Work has been constructed and installed in conformance with the Contract Documents and that all operational components, equipment and systems operate as required by the Contract Documents and the specifications of the relevant manufacturers and suppliers. The testing plan must include identification of:

- (i) testing procedures;
- (ii) testing duration;
- (iii) testing standards;
- (iv) personnel (including Subcontractor's, supplier's and manufacturer's representatives) who will be present for the testing; and
- (v) a schedule and sequence for all identified tests.

Once approved by LCRA, all testing with respect to the Project shall be performed by the Contractor in accordance with the approved plan and all applicable requirements in the Contract Documents.

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7.1.2 Provision of Testing. Contractor shall furnish all facilities, labor, power, equipment, consumables, instruments and services necessary to conduct all testing required by the Contract Documents and the approved testing plan for the Project (including any third party laboratories, testing firms or other personnel), and shall provide competent, experienced and appropriately trained personnel to conduct all such tests (including representatives of Subcontractors, suppliers and manufacturers as appropriate). The Contractor shall coordinate tests and inspections with LCRA (and the Engineer and LCRA's Consultants as directed by LCRA), and shall require all Subcontractors to so cooperate and coordinate, regarding the scheduling and performance of such tests and inspections and any and all access to the Work required in connection therewith. The Contractor shall not be entitled to any increase in the Contract Price and/or any extension of the Contractor's Planned Completion Date as a result of the Contractor's participation in or cooperation and coordination with such testing or inspection. All reports and test results from any third party laboratory, testing firm or other personnel shall be sent directly and simultaneously from the laboratory, firm or person(s) to both Contractor and LCRA.

ARTICLE 8 SUBCONTRACTORS

8.1 DEFINITIONS

8.1.1 Subcontractors Defined. "Subcontractor" means any person or entity who has a direct contract with Contractor to perform a portion of the Work on the Project (including materialmen and suppliers) and all other persons or entities (whether such persons or entities are subcontractors, sub-subcontractors, materialmen or suppliers) who provide materials, labor or services directly or indirectly to or for the Project through or under the supervision of Contractor or its Subcontractors. This definition shall apply when used in the Contract Documents with respect to any obligation for the Work on the Project or any other obligation or duty owed to LCRA under the Contract Documents, including but not limited to indemnity and warranty obligations, provisions of lien waivers and removal of liens, and protection and safety of the Work and adjacent property.

8.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

8.2.1 Contractor Responsible for Subcontractors. Contractor has the right to have any of the Work performed by a Subcontractor qualified to perform such Work pursuant to written contracts satisfying the requirements set forth in this Agreement, provided, however, that Contractor is not relieved from any liability or obligation under this Agreement by such engagement. Contractor shall be liable for all acts, omissions and liabilities of its Subcontractors, and performance and/or nonperformance of Work by such Subcontractors (including defects therein) in accordance with the terms of this Agreement. Contractor shall ensure that all Work performed or provided by Subcontractors are performed and furnished in accordance with this Agreement. Notwithstanding anything contained herein to the contrary, LCRA shall not have any obligation or liability to any Subcontractor, and except in respect of rights assigned by Contractor to LCRA pursuant to Section 8.3.2, LCRA shall not be deemed to be in privity with any Subcontractor. Contractor shall be solely responsible for engaging, managing, supervising and paying all Subcontractors. Nothing contained in any contract with a Subcontractor shall in any

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way diminish or relieve Contractor from any duties and obligations under this Agreement. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

8.2.2 Requirements of Subcontractor Contracts.

(a) **Standards for Subcontract.** Each contract with a Subcontractor must be in writing and shall be signed by Contractor and such Subcontractor. Each contract with a Subcontractor must contain provisions, in form and substance reasonably acceptable to LCRA, granting LCRA the right to cure any default of Contractor or otherwise tender performance on behalf of Contractor, whether prior to or after termination of this Agreement. In such event, the contract with Subcontractor will remain in full force and effect, and Subcontractor's duties and obligations will be unaffected, and performance by Subcontractor will be made for the benefit of LCRA. In addition, each contract with a Subcontractor must provide that the rights thereunder (including rights to any retainage, Letter of Credit, bond or other security provided by the Subcontractor) are assignable to LCRA or its designees. In addition to LCRA's rights under Section 8.3.2, such assignment may be made at the election of LCRA prior to the termination of this Agreement to the extent LCRA reasonably determines such assignment is necessary to enable correction of non-conforming Work or to cure a Contractor default under this Agreement. Notwithstanding any such assignment, Contractor is responsible for the management, administration and performance of all obligations under all contracts with Subcontractors (except to the extent that LCRA has expressly assumed in writing obligations under a contract with a Subcontractor). In addition, Contractor shall endeavor to provide in each contract with a Subcontractor termination or suspension for convenience provisions on terms no more onerous than terms permitting termination or suspension by LCRA for convenience hereunder, and Contractor shall endeavor to secure warranties and guarantees that are equal to or exceed the warranties and guarantees herein.

(b) **Provision of Information to LCRA.** Upon request, Contractor shall provide to LCRA such information concerning Subcontractors as LCRA may reasonably request from time to time. Upon request, Contractor shall promptly submit to LCRA a copy of each subcontract entered into with a Subcontractor. Each contract for the purchase of Equipment shall show, where applicable, the Subcontractor's name, manufacturer's name, materials type, model number, size, quantity and lists of the Equipment ordered.

8.3 SUBCONTRACTUAL RELATIONS

8.3.1 Subcontracts to Conform to this Agreement. All agreements between the Contractor and its Subcontractors shall preserve and protect the rights of LCRA under the Contract Documents with respect to the performance of the Work so that the subcontracting thereof will not prejudice such rights.

8.3.2 Contingent Assignment of Subcontracts. In the event of the termination of this Agreement by LCRA because of the default of the Contractor, LCRA may (without any responsibility so to do) assume the rights and responsibilities of the Contractor under all or some of Contractor's subcontracts, or purchase or rental agreements, which LCRA, in its sole discretion, chooses to assume. While this provision constitutes a present assignment of Contractor's rights with respect to any and all such subcontract agreements and commitments which LCRA so chooses to assume, the Contractor, upon request from LCRA, shall promptly

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execute and deliver to LCRA written assignments of such subcontracts, agreements and commitments which LCRA in its sole discretion so chooses to take by assignment. All of Contractor's agreements with Subcontractors and suppliers shall provide for this assignment.

ARTICLE 9 TIME OF COMMENCEMENT AND COMPLETION

9.1 EFFECTIVE DATE

9.1.1 This Agreement is intended to and shall govern all Work provided by Contractor for the Project, and the Effective Date of this Agreement shall be the date this Agreement is executed by LCRA.

9.2 COMPLETION DATE

9.2.1 Time is of the Essence. Contractor acknowledges that timely completion of the Project is of the essence in this Agreement. Contractor shall continuously and diligently prosecute the Work to completion subject only to delays caused by Force Majeure and/or Excused Delays, each as defined in section 9.6 below. In this regard, Contractor shall use additional labor, premium time, equipment and material, as necessary, in order to meet the Contractor's Planned Completion Date, subject only to delays caused by Force Majeure or Excused Delays. If Contractor fails (for reasons other than Force Majeure or an Excused Delay) to complete any portion of the Work on time or in accordance with the Contractor's Planned Completion Date, then Contractor shall, as necessary, take some or all of the following actions as required to overcome the delay backlog of Work:

- (i) increase the workforce in quantities and crafts as necessary;
- (ii) increase the number of hours per shift, shifts per working day, working days per week, or the amount of equipment deployed or any combination of the foregoing; or
- (iii) perform any other activities reasonably required by LCRA.

In no event will Contractor's failure to complete the Work within the time required delay or otherwise affect the Contractor's Planned Completion Date, unless and only to the extent such failure was due to Force Majeure or an Excused delay.

9.3 SUBSTANTIAL AND FINAL COMPLETION

9.3.1 Substantial Completion Defined. As used herein, "Substantial Completion" and/or "Substantially Complete" shall mean that:

- (1) the entire Work for the Project has been fully completed in accordance with the Contract Documents except and only for minor items that will not unreasonably affect LCRA's ability to use the Work without unreasonable disruption or interference caused by the need to complete any of the Work for the Project then remaining to be completed;
- (2) all required approvals and permits for use and completion of the Project shall have been issued by appropriate governmental authorities (except such certificates, permits, approvals or consents that cannot be procured due to reasons beyond the reasonable

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control of the Contractor or any Subcontractors, in which event this condition shall not apply to such extent); and

(3) Contractor has repaired any damage to roads or other aspects of the Site, local community infrastructure (roads, sewers, drainage, utilities and the like) or surrounding habitat caused by the performance of the Work, and returned the areas around the Site to the same condition they were in prior to the commencement of the Work.

9.3.2 Substantial Completion Inspection. When the Contractor contends that the Work is Substantially Complete, the Contractor shall prepare and submit to LCRA a comprehensive punch list of items to be completed or corrected prior to Final Completion. The Contractor shall proceed promptly to complete and correct all items on the punch list. Failure to include an item on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's punch list, LCRA shall make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If LCRA's inspection discloses any item, whether or not included on the Contractor's punch list, which is not in accordance with the requirements of the Contract Documents, then the Contractor shall, before issuance of the Certificate of Substantial Completion for the Project, complete or correct such item upon notification by LCRA. The Contractor shall then submit a request for another inspection by LCRA to determine Substantial Completion of the Project. When the Work or designated portion thereof is Substantially Complete, LCRA shall prepare a Certificate of Substantial Completion of the Project which shall establish the date of Substantial Completion of the Project, shall establish responsibilities of LCRA and Contractor for maintenance, damage to the Work and insurance, and shall establish the time within which the Contractor shall finish all items on the list accompanying the Certificate of Substantial Completion.

9.3.2.1 Punch List Responsibility. The Contractor acknowledges and accepts that during the period when the Contractor is completing its punch list Work, LCRA may be using or preparing to use the Project, and that disputes may arise between LCRA and Contractor as to the responsibility for certain punch list items or other corrective Work (*i.e.*, the Contractor may claim that the punch list item or corrective Work is required due to damage caused by LCRA or its separate contractors, and not by the Contractor and its Subcontractors, such that the Contractor is not obligated to perform the punch list item or other corrective Work at issue without additional compensation). However, the Contractor shall perform (and shall require its Subcontractors to perform) any and all punch list items and/or other corrective Work directed or requested by LCRA, promptly upon notice of such direction or request and irrespective of any dispute as to the Contractor's responsibility for such punch list item or corrective Work. Contractor shall be entitled to additional compensation (provided a timely Claim is made pursuant to the applicable provisions of this Agreement) only to the extent the damage corrected by the Contractor (or its Subcontractor) was caused by LCRA or its separate contractors, and not by the Contractor, its Subcontractors, their employees or anyone else for whom they may be liable.

9.3.3 Final Completion Date. As used herein, the term "Final Completion Date" shall mean the full and proper completion of all of the Work, including but not limited to, completion and/or correction of all punch list items to the satisfaction of LCRA, payment and release of all mechanics, materialmen and like liens, delivery of all warranties and guarantees and assignments thereof, equipment operation and maintenance manuals, delivery of all required Record Drawings

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and related documents, removal of all rubbish, tools, scaffolding and surplus materials and equipment from the job site and correction of all damage to landscaping at the Project Site or to adjacent property, and final grading of the Site to remove tire tracks and ruts and related conditions so as to leave the site in the condition required by the Contract Documents. Final Payment shall not be made to the Contractor until Final Completion has occurred.

9.4 SEQUENCING AND DIRECTING THE WORK

9.4.1 Contractor to Sequence and Direct the Work. The Substantial Completion Date established in this Agreement is not based on any representation to the Contractor as to how the Work will be sequenced, or when, for how long, or in what sequence any manpower assignments or levels will be necessary to perform the Work in accordance with the schedule established for completion of the Work. Contractor shall sequence and direct its Work in such a fashion as to take advantage of any and all available areas to perform its Work at the Project Site, whenever or for whatever time they are available, and shall increase or decrease its manpower assignments and levels, as appropriate and in whatever fashion may be necessary, to achieve completion of all Work in accordance with the Substantial Completion Date and the requirements of the Contract Documents, subject to the Contractor's right to make claim for an extension of the Contractor's Planned Completion Date and/or an increase in the Contract Price pursuant to the applicable provisions of this Agreement.

9.5 SCHEDULES

9.5.1 Submission of Baseline Schedule. No later than fourteen (14) days before Work begins, the Contractor shall prepare and submit for LCRA a Baseline Construction Schedule (the "Baseline Construction Schedule") for all of the Work relating to the Project and in a form acceptable to LCRA. The Baseline Construction Schedule must establish a planned completion date ("Contractor's Planned Completion Date").

The Baseline Construction Schedule shall be related to the entire Work, and shall provide for the expeditious and practical execution of the Work and for completion of the Work no later than the Contractor's Planned Completion Date established pursuant to this Agreement (except as such dates may have been modified thereafter pursuant to a Change Order signed by LCRA).

The Baseline Construction Schedule shall be in a critical path method format, reflecting early start, late start, early finish, late finish and float for all activities associated with the Work and identifying procurement, engineering, fabrication, delivery, assembly, installation, testing and commissioning dates for all activities as well as the Contractor's Planned Completion Date. The Baseline Construction Schedule must also:

- (i) set forth the time for performance and the dates for commencement and completion of each significant aspect of the Work,
- (ii) the anticipated purchase and delivery dates for all major materials and equipment to be employed in the performance of the Work, and
- (iii) the estimated man hours and dollars (costs) to complete each aspect of the construction work identified in the Construction Schedule.

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The Baseline Construction Schedule shall be coordinated with LCRA and Architect/Engineer so that all activities connected with the construction of the Project shall be performed in an orderly and timely fashion. In this regard, the Baseline Construction Schedule shall include a schedule of Submittals identifying when the Contractor plans to make the submittal and providing LCRA and Architect/Engineer with at least fourteen (14) calendar days to review and respond to the Submittal.

9.5.2 Updated Schedules. During the performance of the Work, the Contractor shall provide an updated construction schedule, as and when required by the Contract Documents, which updated schedules shall be numbered in sequence and shall be in a form that allows comparison and identification of all changes or revisions made to the Baseline Construction Schedule and all preceding updated construction schedules (the “Construction Schedule”).

The Contractor agrees that it shall continually adjust and modify the Construction Schedule as required by this Agreement and shall identify the percentage of completion with respect to each aspect of the Work identified in the Construction Schedule as of the date of that respective schedule, in order to reflect and account for all events and occurrences encountered in or associated with the performance of the Work which may delay completion of the Work or preclude LCRA from using and occupying all, or any portion of the Project for its intended purpose on or before the Contractor’s Planned Completion Date (hereinafter referred to as a “Delaying Event”).

The Contractor shall notify LCRA with reasonable promptness if and when any such Delaying Event takes place. Further, should such a Delaying Event take place, the Contractor shall meet with LCRA and Architect/Engineer, as and when requested, to discuss the situation and identify responses and alternatives which shall reduce or eliminate the impact of the Delaying Event and shall modify, revise and adjust the Construction Schedule accordingly and shall prioritize the Work on the Project so as to allow LCRA to use and occupy as much of the Project as possible for its intended purpose on or before the Contractor’s Planned Completion Date. At all times, the Contractor shall cause the Work on the Project to be performed in accordance with the most recent revisions and modifications to the Construction Schedule.

9.5.3 Float. Contractor and LCRA agree that all float shown in any Construction Schedule (including the Baseline Construction Schedule) and all time saved in performing the Work (which saved time shall be reflected in the current Construction Schedule as float) shall belong to the Project and shall be applied to cover delays to the performance of the Work, in the order in which they occur as and when they occur.

9.5.4 Materials Status Report. The Contractor shall prepare a Materials Status Report not later than thirty (30) calendar days after subcontracts are awarded for each separate aspect of the Work. The Materials Status Report shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication, and the scheduled delivery dates for each item relevant to each aspect of the Work. Whenever the Contractor learns of an event or circumstance that may delay a scheduled delivery date shown on the Materials Status Report, it shall: (i) promptly notify LCRA of such event or circumstance, including the effect of such event on the Construction Schedule; and (ii) if requested by LCRA, consult with LCRA and/or the Engineer to develop and implement procedures that mitigate the effect of such event on the Construction Schedule.

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9.5.5 Timing for Submission of Updates. Subsequent to the commencement of construction on the Project, the Contractor shall prepare and submit to LCRA with every Payment Application, the Construction Schedule required under Section 9.5.2, and a monthly schedule report in such form and as required above and as otherwise required by LCRA. Accompanying the report and the Construction Schedule shall be an updated Materials Status Report and a listing and status report with respect to all Change Orders, CCDs and Modifications and Change Order Requests (“CORs”). From commencement of the Work through to Final Completion, Contractor shall maintain a Request for Information (“RFI”) Report, identifying (by number and in sequence) each RFI submitted by the Contractor or any Subcontractor, the date when the RFI was submitted to the Architect/Engineer and LCRA, the general nature of the RFI, the date when a response was given to the Contractor relating to the RFI and the nature of the response. In addition, from commencement of the Work until Final Completion, Contractor shall maintain a Change Order Request Log identifying each COR submitted by the Contractor (by number and in sequence), the date when the COR was submitted to the Architect/Engineer and LCRA, the general nature of the COR, the date when a response was given to the Contractor relating to the COR and the nature of the response. These reports shall be provided to LCRA on a monthly basis.

9.5.6 Written Narrative. Each month the Contractor shall deliver to LCRA a concise, written narrative summary prepared by the Contractor identifying and discussing all significant achievements, problems or other events affecting or relating to the Project during the preceding 30 days. The monthly report shall contain a statement by the Contractor’s authorized representative as to the progress of the Project, the status of conformance with such Construction Schedule and the Contractor’s expectation of completion as compared to the Construction Schedule. The Contractor shall prepare and keep current, for the Architect/Engineer’s approval, an updated schedule of Submittals which shall be coordinated with the Construction Schedule and shall allow the Architect/Engineer a time to review Submittals as required by Section 5.8 above.

9.5.7 Progress Meetings. Beginning with the commencement of construction on the Project, the Contractor shall hold weekly progress meetings at the Site for the overall Project or at such other time and place as is acceptable to LCRA. At such meetings, Contractor will report the progress of the Work in detail with reference to the Construction Schedule. Each Subcontractor then performing Work on the Project shall have a competent representative present at each weekly meeting to report on the condition of his Work and to receive information regarding the performance of future work by the Subcontractor.

9.6 DELAYS AND EXTENSIONS OF TIME

9.6.1 Time Extensions; Limitations. The Contractor is entitled to an extension in the Contractor’s Planned Completion Date and Substantial Completion Date as the result of a delay only to the extent that such delay is attributable to Force Majeure or Excused Delays, cannot be managed within available project float, and is not a result of any negligent or intentional acts, errors, or omissions, or any breach of this Contract by Contractor (or any third party over whom Contractor has control) and provided that Contractor shall use its reasonable efforts to mitigate the effects thereof.

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9.6.2 Force Majeure. As used in this Agreement and the Contract Documents, “Force Majeure” shall mean a delay solely caused by fire, tornado or other natural disaster, and extraordinary weather conditions. Delays caused by extraordinary weather conditions shall be considered Force Majeure only if:

- (i) the Contractor notifies LCRA within 24 hours of the occurrence of the extraordinary weather condition and the related impact on the schedule; and
- (ii) such extraordinary weather conditions actually cause a delay in the critical path of the Work beyond the Contractor’s Planned Completion Date.

9.6.3 Excused Delay. As used in this Agreement and the Contract Documents, an “Excused Delay” shall solely consist of a delay in the critical path items of the Work directly caused by :

- (iii) the unexcused failure by LCRA, Architect/Engineer or a separate LCRA contractor to perform their obligations under this Agreement or the Contract Documents by the time specified, or an unexcused suspension of the Work as directed by LCRA,
- (iv) Material Changes in the Work or site conditions entitling the Contractor to additional compensation or an extension of time pursuant to Section 2.4.1.4 above, or
- (v) changes in laws or regulations, or judicial orders occurring after the Effective Date of this Agreement preventing performance of the Work as scheduled.

Time taken by LCRA, LCRA’s Consultants or Architect/Engineer to review and approve Submittals or to respond to RFIs or the other interpretations or clarifications with respect to the Contract Documents are not an Excused Delay unless the duration of the review, approval or response time exceeds fourteen (14) days from the actual receipt of the shop drawing, submittal or RFI and then:

- (iv) only to the extent that such failure is in fact the cause of a delay to the critical path, and
- (v) only if Contractor was not instructed by LCRA (upon receipt of the request), or could not implement, an appropriate mitigation of the impact to the schedule (without additional cost, unless such cost was agreed to be paid by LCRA).

In this regard, any Submittal, RFI or other request of the Contractor shall:

- (vi) identify the date when a response is required in order to avoid a delay to the critical path for completion of the Work and
- (vii) explain what the critical path impact will be upon the failure to receive such a response (so that LCRA can assess whether and to what extent mitigation efforts are necessary based on the nature of the request and the related time required to respond).

If LCRA, LCRA’s Consultants or Architect/Engineer disapprove, reject or otherwise require Contractor to resubmit a Submittal, then the time for review leading to a disapproval, resubmission

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and further review requirement and the time required for Contractor to resubmit the Submittal shall not be an Excused Delay.

9.6.4 Impact of Force Majeure Events and Excused Delays. In the event of either a Force Majeure event or an Excused Delay, the Contractor is entitled to an extension of the Contractor's Planned Completion Date and the Substantial Completion date, but only to the extent that there is an actual delay to the critical path of the entire Work (delays of only certain trades will not entitle the Contractor to any extension of time unless they in turn delay Substantial Completion of the entire Work for the Project), measured by the number of days, or portions thereof, that the Substantial Completion of the Work is actually delayed by such Force Majeure event or Excused Delay.

The Contractor is not entitled to an increase in the Contract Price as a result of any Force Majeure event, regardless of duration.

The Contractor is entitled to an increase in the Contract Price as a result of an Excused Delay or due to any acceleration or other impact to the performance of the Work caused by any Excused Delay (provided timely written notice is provided as required by this Agreement) which increase shall be calculated pursuant to the applicable provisions of this Agreement.

The Contractor is entitled to no additional compensation and shall have no addition or other rights of any kind or nature arising out of or under this Agreement by virtue of any unexcused delays, interferences, acceleration or other impact, regardless of their length or nature.

ARTICLE 10 COMPENSATION, PAYMENTS AND COMPLETION

10.1 CONTRACTOR'S COMPENSATION GENERALLY

10.1.1 Payment in Dollars. LCRA shall pay the Contractor the Contract Price in current funds for the Contractor's performance of the Work required for the Project.

10.2 THE CONTRACT PRICE

10.2.1 Contract Price Established. As full consideration to Contractor for the full and complete performance of the Work and all costs incurred in connection therewith, LCRA shall pay, and Contractor shall accept, the Contract Price, which shall be payable pursuant to this Article and the other terms and conditions of this Agreement. The full Contract Price for complete performance of the Work as defined in the Contract Documents will be as outlined in Exhibit 5.

10.2.2 Excess Costs. Costs in excess of the Contract Price that are not permitted to be recovered by the Contractor pursuant to the terms of this Agreement shall be borne and paid for by the Contractor without reimbursement by LCRA.

10.3 COSTS INCLUDED IN THE CONTRACT PRICE

10.3.1 Contract Price Defined. The Contract Price shall include all costs (or rates as permitted herein) necessarily incurred by the Contractor in the proper performance of the Work in accordance with this Agreement, as well as Contractor's overhead and general expenses (general conditions) and profit. Without limiting the foregoing, the Contract Price includes the following items:

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10.3.1.1 Payments made by the Contractor to Subcontractors in accordance with the requirements of any subcontracts entered into for the performance of the Work on the Project.

10.3.1.2 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

10.3.1.3 Insurance costs related to the Project (including the cost of the property insurance required by Sections 18.1.1(v) and 18.2.1) and the costs of payment and performance bonds required by the Agreement.

10.3.1.4 Actual net cost of the materials and equipment in excess of those actually installed, but required to provide reasonable allowance for waste and spoilage. Unused excess materials, if any, shall be handed over to LCRA at the completion of the Work or, at LCRA's option, shall be sold by the Contractor as LCRA's broker to the highest bidder. Amounts realized, if any, from such sales shall be credited to LCRA as a deduction from the Contract Price.

10.3.1.5 Rental charges for machinery, equipment and hand tools not customarily owned by the construction workers which are provided by the Contractor or its Subcontractors at the Site, whether rented from the Contractor or others, and costs of transportation, installation, repairs and replacement, dismantling and removal thereof.

10.3.1.6 Losses and expenses, not compensated by insurance nor otherwise recovered, incurred by the Contractor in connection with the Work, Such losses shall include settlements of legal suits or claims.

10.3.1.7 Deposits lost due to causes beyond the reasonable control of the Contractor, or its Subcontractors.

10.3.1.8 Other costs incurred in the performance of the Work on the Project

10.3.1.9 Costs incurred by the Contractor in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

10.3.1.10 The Contract Price includes discounts received by the Contractor, cash discounts earned through advance or prompt payment, credits realized on deposits, insurance proceeds received by the Contractor in excess of amounts expended to correct loss or damage on account of which such proceeds were received, proceeds from salvage, and sale of surplus material or equipment, and the fair market value of any tools, materials, supplies or equipment transferred to or retained by the Contractor at completion of the Work.

10.3.1.11 All labor required to complete the Project, whether performed by Contractor's employees or provided by Subcontractors.

10.3.2 Costs Included in Contractor's Overhead. The following costs are to be included in Contractor's overhead:

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- (i) Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the Site office.
- (ii) Expenses of the Contractor's principal office and offices other than the Site office.
- (iii) The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- (iv) Costs due to the fault or negligence of the Contractor and/or its Subcontractors and any other person or entity for whose acts the Contractor and/or its Subcontractors may be liable, including but not limited to the costs of correcting damaged, defective or non-conforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.
- (v) All other costs which would cause the Contract Price to be exceeded.

10.4 SCHEDULE OF VALUES; PROGRESS PAYMENTS

10.4.1 Required Submission. Before the first Application for Payment, the Contractor shall submit to LCRA a Schedule of Values based on the Contract Price which allocates and divides the Contract Price to the various portions of the Work. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as LCRA may require. LCRA shall use the Schedule of Values, as it may be modified pursuant to the direction of LCRA or Architect/Engineer, as the basis for reviewing the Contractor's Applications for Payment.

10.4.2 Applications for Payments. Not later than the first business day of each month, Contractor shall submit to LCRA for review a payment application, in a form acceptable to LCRA, filled out and signed by Contractor covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the payment application shall be accompanied by such bills of sale, data and other procedures satisfactory to LCRA substantiating LCRA's title to such materials or equipment or otherwise protecting LCRA's interest. If payment is requested on materials purchased but not yet on site for incorporation in the Work, the payment application shall be accompanied by such bills of sale, data and other procedures similar to materials stored off site. Payment on account of such materials or equipment shall not relieve Contractor of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract Documents and to restore damaged or defective Work. If materials or equipment are stored at another location they shall be stored in a bonded and insured facility, accessible to Architect/Engineer and LCRA, and shall be clearly marked as property of LCRA.

10.4.2.1 Payment applications shall not include requests for payment of amounts which the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. Such applications shall not include requests for payment on account of changes in the Work that have not yet been included in fully executed Change Orders or other Modifications.

10.4.2.2 Each Application for Payment must be itemized as required by LCRA, notarized, and supported by such data substantiating the Contractor's right to payment as

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LCRA may require, including, but not limited to, copies of requisitions from Subcontractors, and reflecting retainage if provided for elsewhere in the Contract Documents. In addition, each Application for Payment submitted by Contractor shall be accompanied by a sworn statement identifying every Subcontractor who is to receive payment of any amounts requested in the Application for Payment and listing the amounts requested on behalf of such Subcontractor in the Application for Payment. Finally, each Application for Payment must include the updated Construction Schedule and other documentation required under Section 9.5 in the form required by this Agreement and all other documents and information required to be submitted by the Contractor on a monthly basis under the terms of the Contract Documents. No payment shall be due or payable to the Contractor until all information required by this Agreement with respect to such Application for Payment (including but not limited to any required backup or supporting documentation) has been submitted.

10.4.3 Review of Applications. LCRA shall, after receipt of each payment application, either proceed to make payment thereof or return the application to Contractor indicating LCRA's reasons for refusing to make payment. In the latter case, Contractor may make the necessary corrections and resubmit the application. LCRA may refuse to recommend, in whole or in part, any payment if, in LCRA's opinion, it would be incorrect to make such recommendation. LCRA may revise or revoke any such payment recommendation previously made, to such extent as may be necessary in LCRA's opinion to protect LCRA from loss because:

- (i) the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- (ii) the Contract Price has been reduced by Change Orders;
- (iii) LCRA has been required to correct defective Work or complete Work in accordance with this Contract; or
- (iv) LCRA has actual knowledge of the occurrence of any event constituting cause for termination as defined in this Contract.

10.4.4 Progress Payments. Subject to the provisions of the Contract Documents, the amount of each progress payment will be computed as follows:

- (i) items included in the Contract Price properly allocable to such completed Work as determined by the actual completion of each portion of such Work as of the date covered by the payment application, subject to the limiting allocation of the Contract Price for each portion of the Work in the Schedule of Values, less applicable retainage as set forth herein; plus
- (ii) that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Site for subsequent incorporation (within the next sixty (60) days) in the completed construction (or, if approved in writing and in advance by LCRA, suitably stored off the Site at a location agreed upon in writing), less applicable retainage as set forth herein; minus
- (iii) the aggregate of previous payments made by LCRA; and minus
- (iv) amounts, if any, for which LCRA has withheld or nullified payment as provided herein.

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In addition, each Application for Payment may include requests for payment on account of changes in the work to the extent completed which have been properly authorized by a Change Order, minus applicable retainage as set forth herein. All payments from LCRA will be paid to Contractor within forty-five (45) days of payment application receipt.

10.4.5 Reduction in Payment. LCRA may withhold or nullify the whole or part of any payment request to such extent as may be necessary on account of:

- (i) defective Work not remedied;
- (ii) third party Claims filed or reasonable evidence indicating probable filing of such Claims;
- (iii) improper failure of Contractor to make payments to Subcontractors or for labor, materials or equipment;
- (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (v) damage to LCRA or any third party;
- (vi) reasonable evidence that the Work will not be completed within the Substantial Completion Date;
- (vii) failure of Contractor to submit a Schedule of Values in accordance with the Contract Documents;
- (viii) failure of Contractor to submit a submittal schedule in accordance with the Contract Documents;
- (ix) failure of Contractor to submit and update a Construction Schedule in accordance with the Contract Documents;
- (x) failure of Contractor to maintain a record of changes on drawings and documents;
- (xi) Contractor's neglect or unsatisfactory prosecution of the Work, including, but not limited to, failure to clean up;
- (xii) Failure of Contractor to comply with any material provision of the Contract Documents; or
- (xiii) Failure of Contractor to properly dispose of excess wastes; or additional waste disposal costs incurred by LCRA; or

If LCRA withholds in whole or in part any payment, LCRA will identify to Contractor the reasons for such withholding. When the above reasons for withholding payment are removed, Contractor may resubmit a statement for the value of Work performed within the next month's progress payment. Withholding payment pursuant to the section shall in no way waive the obligation of any surety or sureties under any bond or bonds.

10.4.6 Actual Damages. Contractor shall be liable for any actual damages incurred by LCRA arising out of the Supplier's failure to perform on time.

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10.4.7 Liquidated Damages. If certain requirements set forth herein are not achieved by Contractor, LCRA and Contractor understand and agree that LCRA will be damaged. Since the actual damages that would be suffered by LCRA would be difficult to ascertain precisely, the Parties agree to liquidated damages, not as a penalty, but in amounts computed pursuant to the following “Schedule of Liquidated Damages.” It is understood and agreed between Contractor and LCRA that the criteria and amounts set forth in the Schedule of Liquidated Damages are reasonable, considering the damages that LCRA would sustain in such event(s), and that these amounts are agreed upon and fixed. It is further understood that payment of the Schedule of Liquidated Damages shall not relieve Contractor of its other obligations pursuant to this Agreement. The Schedule of Liquidated Damages agreed to by LCRA and Contractor shall be as follows:

(i) Failure to Meet Substantial Completion Date Deadline. Each full calendar day beyond the Substantial Completion Date shall be deemed a “Day of Delay,” subject to any unavoidable postponements as contemplated in sections 9.3, above, which shall not be counted toward any assessment of liquidated damages. For each Day of Delay, Contractor shall pay to LCRA an amount equal to Two Thousand Eight Hundred Dollars (\$2,800.00). LCRA and Contractor understand and agree that LCRA shall have the right to terminate the Agreement for Cause, and shall have the right to exercise any and all rights and remedies available to LCRA pursuant to this Agreement, or as otherwise allowed by law.

10.4.8 Payment Applications; Lien Waivers. Each Application for Payment must be accompanied by an original partial, conditional lien waiver (effective upon receipt of payment), executed by Contractor and each Subcontractor on behalf of whom payment is requested, in the amount of the payment requested by the applicable Application for Payment and by a partial, unconditional lien waiver executed by each Subcontractor, reflecting receipt of payment for all Work performed by such Subcontractor that has actually been paid for by LCRA pursuant to any previous Application for Payment and for which the Contractor should have paid the Subcontractor prior to the submission of the Application for Payment at issue. Each Application for Payment must also be accompanied by a partial, conditional lien waiver (effective upon receipt of payment), executed by the Contractor, for the full amount of the payment requested in the Application for Payment and by a partial, unconditional lien waiver executed by the Contractor, reflecting receipt of payment for all Work that has actually been paid for by LCRA pursuant to all previous Applications for Payment. In addition, each Application for Payment shall be notarized, and supported by such data substantiating the Contractor’s right to payment as LCRA may reasonably require, such as any affidavit or other statement required by any lender to LCRA, schedules of values from Subcontractors, and copies of requisitions and invoices from Subcontractors (reflecting retainage as provided for in the Contract Documents). LCRA shall not be required to process an Application for Payment until all information required by this Agreement with respect to any such Application for Payment has been submitted.

10.4.9 Retainage. LCRA shall retain five percent (5%) of the amount approved for payment from each Payment Application, which retainage shall not be released or reduced, except and only to the extent as set forth herein, until the time for Final Payment as established by this Agreement.

10.4.9.1 With respect to Work performed by Subcontractors, Contractor’s Applications for Payment shall identify and list each separate Subcontractor performing

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any work or providing any labor or materials with respect to the Project. Each Application for Payment shall also set forth the original subcontract price agreed to between Contractor and each Subcontractor for the Work to be performed by such Subcontractor, the amount, if any, by which each subcontract price has been adjusted by approved Change Orders, the amounts previously paid by Contractor to each Subcontractor, and the balance remaining due, as of the date of such payment application, with respect to each adjusted subcontract price for the Work categories identified in Contractor's then current Schedule of Values. In connection with each Application for Payment, LCRA shall withhold retainage on a line item basis equal to five percent (5%) of the amount requested for each Subcontractor identified in Contractor's Applications for Payment.

10.4.9.2 Upon Final Completion of the Work (including compliance by Contractor and its Subcontractors with all pre-requisites for the release of the retainage), LCRA shall release to Contractor the retainage then held by LCRA and such retainage shall be paid only after:

- (i) approval by the Architect/Engineer for LCRA as required under the bond proceedings

To the extent of any conflict between any other Sections of this Agreement regarding the payment of retainage, sections 10.4.9.1 and 10.4.9.2 control.

10.4.9.3 Contractor agrees that:

- (i) LCRA's release, reduction and/or payment of retainage pursuant to these provisions on a line item basis with respect to each separate Subcontractor is without prejudice to, and with the express reservation of, LCRA's rights and remedies, as set forth in the Contract Documents or established pursuant to applicable law, to withhold from or set-off against any future payments otherwise due to Contractor or any Subcontractor such amounts as are appropriate to protect LCRA from damages caused by delayed, defective, deficient or nonconforming Work or any other act, omission, negligence, breach of contract or breach of warranty. Furthermore, Contractor agrees that LCRA's release, reduction or payment of retainage pursuant to these provisions does not constitute an acceptance of the Work or a waiver or release by LCRA of any claims or rights belonging to LCRA with respect to such Work or the requirements of the Contract Documents;

- (ii) the release, reduction or payment of retainage by LCRA pursuant to these provisions does not establish the date or time for the commencement of any warranties or guarantees with respect to the Work, and that the commencement of any such warranty or guarantee periods will be governed by the other, applicable provisions of this Agreement; and

- (iii) LCRA's release, reduction or payment of retainage pursuant to these provisions on a line item basis with respect to each separate Subcontractor does

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not establish any direct contractual or other relationship between any Subcontractor and LCRA and does not establish any obligation by LCRA to pay or to verify the payment of any amounts directly to any Subcontractor, which obligation shall remain the sole responsibility of Contractor.

10.4.9.4 Other Conditions for Release of Retainage. The purpose of the retainage withheld by LCRA under this Agreement is to ensure the proper performance of this Contract. This performance requires, among other things:

- (i) proper and full performance of all the Work required by and/or reasonably inferable from the Contract Documents, including completion of punch list items and Work to be completed after Substantial Completion;
- (ii) prompt correction of Work that does not comply with the requirements of the Contract Documents;
- (iii) timely completion of the Work and the provision of adequate labor and supervision to complete the Work by the Contractor's Planned Completion Date and in accordance with the current approved schedule for the performance of the Work;
- (iv) timely and full payment of all subcontractors, sub-subcontractors, materialmen and suppliers providing Work on the Project, in the amounts and in the times required by this Agreement;
- (v) provision to LCRA at completion of the work all Record Documents, warranties and guarantees, operation and maintenance manuals and other items required by the Contract Documents;
- (vi) proper coordination and integration of the Work provided by each separate trade or Subcontractor with all other Work (which coordination and integration may include Work to be performed by individual trades or Subcontractors after the Substantial Completion of the Work assigned to them); and
- (vii) all applicable reductions in payment as defined in Section 10.4.5.

Contractor accordingly agrees that if, after providing Contractor with prior written notice, Contractor fails to correct any breach of this Agreement set forth in such notice, LCRA may use the retainage withheld pursuant to this Agreement to pay for any costs and damages incurred by LCRA as a result of the failure of the Contractor or its Subcontractors properly to perform the Agreement, including but not limited to any failure to perform the specific requirements described in this Section above.

10.5 PAYMENTS TO SUBCONTRACTORS

10.5.1 Timing. Contractor shall pay each Subcontractor their appropriate share of payments received by Contractor within ten (10) Calendar Days of Contractor's receipt of payment from LCRA.

10.5.2 LCRA May Furnish Information to Subcontractors. LCRA may, on request, furnish to a Subcontractor information regarding percentages of completion, requests for payment or amounts applied for by the Contractor and action taken thereon by the Architect/Engineer and LCRA on account of portions of the Work performed by such Subcontractor. However, neither

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LCRA, nor Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. Notwithstanding the foregoing, LCRA shall have the right (but not the obligation) at any time to make payments directly to Subcontractors or to make payments to the Contractor in the form of joint checks payable to the Contractor and specific Subcontractors if, after providing reasonable notice and opportunity to respond to the Contractor, LCRA has a good faith reason to believe that payments required to be made to such Subcontractor for Work performed under this Agreement have not or will not be made in a timely or complete manner by the Contractor. In any such event, the Contractor shall provide LCRA, upon request, with a detailed accounting showing all amounts paid by Contractor to such Subcontractor, all amounts remaining due under the applicable Subcontract, and with any other information reasonably requested by LCRA.

10.5.3 Indemnification. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS LCRA AND ITS OFFICERS, DIRECTORS, OFFICIALS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES PAID OR INCURRED BY LCRA IN CONNECTION WITH THE SETTLEMENT OR DEFENSE OF ANY CLAIM BY A SUBCONTRACTOR, ARISING OUT OF OR IN CONNECTION WITH THE FAILURE OF CONTRACTOR TO PAY AS PROVIDED HEREIN, ANY SUCH SUBCONTRACTOR, PROVIDED CONTRACTOR HAS BEEN PAID (SUBJECT TO ANY APPLICABLE RETAINAGE OR OFFSET), AS REQUIRED BY THIS AGREEMENT, FOR THE WORK THAT IS THE SUBJECT OF SUCH CLAIM.

10.5.4 The Contractor warrants that title (but not risk of loss) to all Work, materials and equipment covered by an Application for Payment will pass to LCRA either by incorporation in the construction or upon the receipt of payment to the Contractor for such Work, materials and/or equipment, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances ("Liens"). Contractor warrants that none of the Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Notwithstanding the foregoing, the Contractor shall remain responsible for all damage or loss to any Work, materials or equipment until Final Completion as required by the terms of this Agreement subject to any recovery from the property insurance provided by the Contractor for the Project.

10.5.5 Bonding Requirement. If any Subcontractor refuses to furnish a release or waiver required by LCRA (with respect to Work for which LCRA has made payment to the Contractor in the amounts required by this Agreement), then the Contractor shall furnish a bond for 150% of the amount claimed and in a form satisfactory to LCRA to indemnify LCRA against any such lien. If a Subcontractor files a mechanic's lien or claim for lien against the Project (and provided LCRA has paid Contractor as required by this Agreement for the Work that is the subject of such lien or claim), Contractor shall cause such lien or claim for lien to be formally released, bonded against or satisfied, and shall reimburse LCRA for all costs and expenses, including but not limited to filing fees, attorneys' fees, expert witness fees and bonding and title indemnity expenses, incurred by them in contesting, discharging, releasing or satisfying such lien or claim for lien or defending or otherwise participating in such suit. LCRA shall have the right to retain out of any payment

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then or thereafter to become due to Contractor 150% of the amount claimed in such lien to indemnify LCRA completely against the costs of any lien or claim for lien that may appear at such time in favor of any person claiming by, through or under the Contractor, including, among others, its Subcontractors, which amount shall include reasonable allowances for the projected costs, including but not limited to attorneys' fees to defend any action in connection therewith or deposits which need to be made to have such lien released against the Project. Upon the settlement of such claim or lien, LCRA shall pay any excess monies held by LCRA from such security to Contractor. Contractor shall similarly indemnify, protect and defend LCRA in respect of any lien or claim in favor of any person claiming by, through, or under it, including, among others, its Subcontractors that may appear after Final Payment has been made by LCRA to Contractor in the amounts required by this Agreement. The Contractor may contest any lien or claim covered by this Section, provided the Contractor has bonded over such lien or claim and the Contractor has agreed in writing to fully indemnify and defend LCRA with respect to such lien or claim.

10.6 FINAL COMPLETION AND FINAL PAYMENT

10.6.1 Notice of Final Completion. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, LCRA will promptly make such inspection and when LCRA finds the Work Finally Complete and acceptable under the Contract Documents and this Agreement fully performed, LCRA will process Final Payment, as required by this Agreement.

10.6.2 When Payment is Due. Final Payment is not due until the work is Finally Complete, as defined herein, and the Contractor submits to LCRA:

- (i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Project, LCRA or LCRA's property might be responsible or encumbered have been or will be paid or otherwise satisfied,
- (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to LCRA,
- (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- (iv) consent of surety or sureties, to Final Payment,
- (v) if required by LCRA, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement, to the extent and in such form as may be designated by LCRA,
- (vi) an executed waiver and release signed by the Contractor discharging and waiving all claims, damages, causes of action, suits and/or liens which the Contractor may have against LCRA or the Project and relating to the Work, or the Contract Documents effective upon receipt of Final Payment, and
- (vii) executed conditional lien waivers (effective upon receipt of Final Payment to the Contractor) signed by all Subcontractors. The Contractor shall, within seven (7) business days after receipt of Final Payment from LCRA (time being of the

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essence), submit final and unconditional lien waivers from all Subcontractors who have performed Work or supplied any labor, material, equipment or services to the Project.

LCRA shall make Final Payment to the Contractor within forty-five (45) days after the satisfaction of all requirements in this Section and the receipt from the Architect/Engineer of a Certificate of Final Completion.

10.6.3 Payment not Acceptance. Unless otherwise agreed, no progress payment, Final Payment, partial occupancy or use of any portion of the Work constitutes acceptance of Work not complying with the requirements of the Contract Documents. However, acceptance of Final Payment by the Contractor or Subcontractor constitutes a waiver of all claims by the Contractor and each Subcontractor except and only to the extent specifically agreed otherwise by LCRA in writing.

ARTICLE 11 SUCCESSORS AND ASSIGNS

11.1 SUCCESSORS AND ASSIGNS

11.1.1 LCRA and the Contractor each binds itself and its successors and assigns to the other party hereto, and to the successors and assigns of such other party in respect to all covenants, agreements and obligations contained in this Agreement. However, the Contractor shall not assign this Agreement or any money due or to become due hereunder without the prior, written consent of LCRA.

ARTICLE 12 PROPRIETARY INFORMATION

12.1 TREATMENT OF PROPRIETARY INFORMATION

12.1.1 Proprietary Information “Proprietary Information” means all information which the Contractor acquires from LCRA, or arises out of the Work on the Project and concerns the present and future plans of LCRA, or pertains to the operations of LCRA’s business, or to the use of the Project (including any and all security requirements and measures at or concerning the Project Site). Proprietary Information does not include information that is or becomes part of the public domain except when such disclosure occurs in violation of this Agreement. The Contractor represents to LCRA that it has and utilizes policies and procedures, including but not limited to notices to its Subcontractors and their respective employees, designed to protect Proprietary Information and to prevent its unauthorized publication and disclosure. The Contractor agrees that LCRA’s Proprietary Information shall be subject to such policies and procedures. Specifically, and in addition, the Contractor shall take reasonable measures to prevent disclosure of such Proprietary Information to any third person and will not use any Proprietary Information other than on LCRA’s behalf, except as LCRA may otherwise authorize in writing. The Contractor also agrees to take all reasonable precautions to safeguard any documents which LCRA may supply to it hereunder which contain Proprietary Information. In this regard, Contractor agrees that if Contractor receives a request pursuant to Chapter 552 of the Texas Government Code, subpoena or other demand for disclosure or production of any Proprietary Information, Contractor shall promptly notify LCRA of such request and shall delay any disclosure of Proprietary Information

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to the full extent legally practicable, in order to allow LCRA to seek a protective order or other appropriate remedy with respect to or provide written permission for the requested disclosure. The Contractor may make copies of such documents to the extent and only to the extent necessary for the performance of its obligations hereunder. The Contractor shall, upon completion of the Project, return to LCRA or destroy all documents containing Proprietary Information. Contractor acknowledges and agrees that pursuant to the Texas Government Code, LCRA is required to make information regarding its contractual relationships generally available as public records. In this regard, Contractor acknowledges and agrees that any information provided by Contractor to LCRA with respect to the Project, this Agreement and any Work performed by the Contractor for the Project (including pricing and payment information) may be subject to public disclosure by LCRA pursuant to applicable law.

12.1.2 Public Relations. All public relations matters arising out of or in connection with the Project are the sole responsibility of and will be handled exclusively by LCRA. The Contractor shall not make any announcement or publication in connection with the Project without LCRA's prior and written approval. The Contractor may include representations of the Project, including photographs of the exterior and interior, among the Contractor's promotional and professional materials, only with the prior and written approval of LCRA.

ARTICLE 13 WORK PERFORMED BY OTHERS

13.1 LCRA'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

13.1.1 LCRA Work at the Project Site. LCRA may perform construction or operations related to the Project with its own personnel, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site, including, but not limited to construction of access roads, relocation of utilities, and plugging of gas wells. If Contractor asserts that delay or additional cost is involved because of such action by LCRA, then the Contractor shall make such Claim as provided elsewhere in the Contract Documents. Contractor shall promptly notify LCRA if any such independent action will in any way compromise Contractor's ability to meet Contractor's responsibilities under this Agreement.

13.1.2 LCRA Coordination. LCRA shall provide for coordination of the activities of LCRA's own forces and of each separate LCRA contractor with the Work of Contractor, who shall cooperate with them. Contractor shall participate with other separate contractors and LCRA in reviewing their construction schedules when directed to do so. Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement. The revised Construction Schedule shall then constitute the schedule to be used by Contractor, any separate contractors and LCRA until subsequently revised. LCRA is responsible to Contractor, pursuant to the applicable provisions of this Agreement, for any damage or delays to the Work caused by LCRA's own forces or its separate contractors. In case of disagreement or disputes regarding the scheduling of work by other contractors or unnecessary interference to the Work caused by lack of cooperation between separate contractors and Contractor, Contractor shall fully cooperate to resolve such disputes with or between the other contractors. Contractor shall provide access to the Work so as to fully cooperate with LCRA and other contractors in the performance of their respective work.

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13.1.3 Contractor Cooperation Required. Contractor shall afford LCRA and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate Contractor's Work and operations with LCRA and its separate contractors as required by the Contract Documents. If part of Contractor's Work depends upon proper execution construction or operations by LCRA or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, promptly report to LCRA and Architect/Engineer any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Contractor to report any such apparent discrepancy or defect shall constitute an acknowledgment that LCRA's or separate contractors' completed or partially completed construction is fit and proper to receive Contractor's Work, except as to defects not then reasonably discoverable. Costs resulting from delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor. Contractor shall promptly remedy damage wrongfully caused by Contractor to completed or partially completed construction or to property of LCRA or separate contractors as provided in this Agreement.

13.1.4 Contractor Delay of LCRA or Other's Work. Should Contractor wrongfully delay or cause damage to the work or property of any separate contractor, Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues LCRA on account of any delay or damage alleged to have been caused by Contractor, LCRA shall notify Contractor who shall defend such proceedings at Contractor's sole expense to the extent of Contractor's liability.

ARTICLE 14

PROTECTION OF PERSONS AND PROPERTY

14.1 SAFETY PRECAUTIONS AND PROGRAMS

14.1.1 Safety. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. In this regard, the Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing any of the Work and all other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor or any of its Subcontractors, and (3) other property at the Site or reasonably proximate thereto, including trees and other natural habitat, roadways, structures and utilities.

14.1.2 Safety Plan. Prior to commencing the Work, Contractor shall develop and submit to LCRA for review and approval a comprehensive Safety Plan for the Work on the Project. The Contractor shall then comply with the safety plan as approved by LCRA.

14.1.3 Contractor Compliance with Codes. The Contractor shall give all notices and comply with all applicable Codes, ordinances, rules, regulations and lawful orders imposed by any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall conduct such activities under the supervision of properly qualified personnel. The Contractor shall designate a responsible member of its organization at the Site whose primary responsibility is

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safety. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. The Contractor shall provide adequate fire protection equipment and safeguards to protect LCRA's and Contractor's interests in accordance with LCRA's insurance carrier's requirements.

14.1.4 Contractor Responsible for Safeguards. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities, and erecting necessary plankings, bridges, shoring, bracing, lights and warning signs necessary for the protection of roadways, adjacent property and the public. Contractor shall protect all finished Work as soon as same is erected and shall maintain such protection until such time as no longer required. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, except damage or loss attributable to the acts or omissions of LCRA, Architect/Engineer, any separate contractors or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The Contractor shall prepare and submit to LCRA an Emergency Action Plan to protect the safety of persons and property in the event of emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion and consistent with the Emergency Action Plan, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Agreement.

ARTICLE 15 UNCOVERING AND CORRECTION OF WORK

15.1 UNCOVERING OF WORK

15.1.1 If any portion of the Work should be covered contrary to the request of the Architect/Engineer or LCRA or requirements specifically expressed in the Contract Documents, it must, if required by LCRA, be uncovered for observation by the Architect/Engineer, LCRA's Consultants and/or LCRA's Representative and shall be replaced at the Contractor's expense. If any other portion of the Work has been covered which the Architect/Engineer or LCRA did not specifically request to observe prior to being covered, LCRA may instruct the Contractor to uncover the Work. If such Work shall be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to LCRA. If such Work shall be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it shall be found that this condition was caused by a separate contractor as provided herein, in which event LCRA shall be responsible for the payment of such costs.

15.2 CORRECTION OF WORK

15.2.1 The Contractor shall promptly correct all Work rejected by LCRA as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the additional services of the Architect/Engineer made necessary thereby. The Contractor shall remove from the Site all portions of the Work which are defective or non-conforming and which have not been corrected

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under this Section, unless removal is waived by LCRA. If the Contractor has not commenced and continued to correct defective or non-conforming Work as provided in this Section within seven (7) days after notice to do so from LCRA, then LCRA may correct it in accordance with the provisions of this Agreement. The Contractor shall bear the cost of making good all work of LCRA or any separate contractors retained by either of them which is destroyed or damaged by such correction or removal. If LCRA prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an equitable reduction in the Contract Price.

ARTICLE 16 TERMINATION OF THE CONTRACT

16.1 TERMINATION BY LCRA

16.1.1 Termination by LCRA Generally. LCRA may terminate this Agreement, with or without cause, upon giving advance written notice to the Contractor at least seven days prior to the termination. In the event LCRA terminates this Agreement without cause or decides not to proceed with a portion of the Project prior to the commencement of construction Work by the Contractor or reduces the scope of the Project, the Contractor agrees to cooperate with LCRA, including without limitation turning over Project records, delivering copies of all subcontracts and facilitating assignment thereof (if requested by LCRA), and turning over all materials purchased by Contractor for the Project.

16.1.2 Termination for Convenience. In the event LCRA terminates this Agreement without cause by the Contractor, the Contractor shall be entitled to compensation only for the Work performed by the Contractor pursuant to the applicable provisions of this Agreement and subject to the terms set forth in this Agreement, up to and including the date of termination. Such compensation is due and payable to the Contractor thirty (30) days after the receipt and approval by LCRA of an Application for Final Payment complying with the applicable provisions of this Agreement. LCRA agrees that acceptance of such Work shall not be unreasonably withheld. Further, in the event LCRA so terminates this Agreement without cause LCRA shall pay for the reasonably incurred cost of services, materials and supplies ordered prior to the date of written notice of termination given to the Contractor, for use in connection with the Project and necessary for the reasonable discharge of the Contractor's responsibilities under this Agreement, or, if applicable, cancellation charges for such services, materials and supplies, to the extent such services, materials and supplies cannot be discontinued by the Contractor without cost or penalty upon notice of termination. In addition to the foregoing, if the Contractor is so terminated without cause, LCRA shall pay the Contractor for the reasonable costs of clean-up, removal of debris and removal of equipment, trailers and machinery used at the Site of the Project incurred as a result of the termination.

16.1.3 Termination for Cause. In the event LCRA terminates this Agreement with cause, the Contractor is not entitled to any further compensation and shall be liable to LCRA for all costs and damages (including attorneys' fees and court costs, the costs of completing and/or correcting the Work required of the Contractor pursuant to the Contract Documents and all damages incurred by LCRA as a result of the Contractor's failure to complete the Work within the time and manner required by the Contract Documents) incurred by LCRA as a result of the negligence, errors,

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omissions or breach of contract of the Contractor, its Subcontractors and any other persons or entities for whom the Contractor may be liable pursuant to the terms of this Agreement. After all such damages have been paid to LCRA by the Contractor (or deducted from any amounts then retained by LCRA pursuant to this Agreement), the Contractor is entitled to the amount, if any, remaining due to the Contractor only for the Work performed by the Contractor, pursuant to the provisions of this Agreement, up to and including the date of termination. Any termination by LCRA pursuant to this Section 16.1.3 that is later determined to be unjustified or without cause shall be treated as a termination without cause pursuant to this Agreement and Contractor's remedies for such termination shall be limited to those set forth in Section 16.1.2, above. Prior to any termination for cause, the Contractor shall be given a 30-day cure period to address any deficiencies. If LCRA terminates this Agreement for cause, LCRA will not take possession of the Contractor's plant or equipment.

16.1.4 Cause Defined. The term "with cause" means:

- (i) any failure by the Contractor to comply in a full, timely and proper manner with the requirements of this Agreement or any other Contract Document;
- (ii) any breach of warranty or breach of contract relating to the Project; or
- (iii) any circumstance in which the Contractor:
 - (a) is insolvent or bankrupt,
 - (b) is otherwise unable to pay its debts as they become due,
 - (c) has made an assignment for the benefit of creditors or has petitioned or applied to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets;
 - (d) shall have any such petition or application referred to in subsection (c) above filed or any such proceeding commenced against it in which an order for relief is entered or adjudication or appointment is made and which remains undismissed for a period of thirty (30) days or more; or
 - (e) by any act or omission shall indicate its consent to, approval of, or acquiescence in any petition, application, or proceeding in bankruptcy, or order for relief, or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties; or
 - (f) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more.

16.2 TERMINATION BY THE CONTRACTOR; RIGHT TO STOP WORK

16.2.1 Suspension and Termination for Non-Payment. If LCRA fails to make an undisputed payment to the Contractor for Work performed by the Contractor and accepted by LCRA within forth-five (45) days after such payment is due under this Agreement, then the Contractor may, upon seven (7) days additional written notice to LCRA, stop the Work until

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payment of the amount due has been received. In such event, the Contractor is not responsible for any delay to the completion of the Work caused by such stoppage and the Contractor's Planned Completion Date will be extended accordingly. Further, in the event LCRA fails to make payment to the Contractor within ninety (90) days after such payment is due, the Contractor may, upon seven (7) days additional written notice to LCRA, terminate this Agreement. The termination shall then take effect without further notice to LCRA. LCRA has the right to cure by making payment as required by this Agreement prior to the expiration of the seven (7) day termination notice period, which shall effectively eliminate all grounds for termination based upon Contractor's failure to receive payment pursuant to this Agreement. In the event of termination pursuant to this Section, the Contractor shall be entitled to compensation only for the Work performed by the Contractor in compliance with the Contract Documents and subject to the limitations set forth in this Agreement, up to and including the date of termination. LCRA agrees that acceptance of such services shall not be unreasonably withheld. Further, in the event of such termination, LCRA is liable for the reasonably incurred cost of services, materials and supplies ordered prior to the date of notice of termination by the Contractor, for use in connection with the Project and necessary for the reasonable discharge of the Contractor's responsibilities under this Agreement, or, if applicable, cancellation charges for such services, materials and supplies, to the extent such services, materials and supplies cannot be discontinued by the Contractor without cost or penalty upon notice of termination. In addition to the foregoing, if the Contractor terminates this Agreement pursuant to this Section, LCRA will be responsible to the Contractor for the reasonable costs of clean-up, removal of debris and removal of equipment, trailers and machinery used at the Site of the Project incurred as a result of the termination.

16.3 SOLE REMEDY

16.3.1 Contractor's Sole and Exclusive Remedy. The Contractor's sole and exclusive rights in the event of termination shall be those set forth in Sections 16.1.1 through 16.2.1 above, and the Contractor shall be entitled to no additional compensation or damages and shall have no additional or other rights of any kind, type or nature arising out of or under this Agreement by virtue of any termination of this Agreement, regardless of the circumstances or reasons relating to such termination. Payment by LCRA to the Contractor of any monies pursuant to this Article 16 does not constitute a waiver of any remedies which LCRA may otherwise have against the Contractor for any failure of the Contractor to perform in accordance with this Agreement.

16.4 SUSPENSION BY LCRA FOR CONVENIENCE

16.4.1 Suspension. LCRA may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as LCRA may determine. LCRA shall make an adjustment to the Contract Price and/or Contractor's Planned Completion Date pursuant to and to the extent required by this Agreement for any suspension, delay or interruption ordered by LCRA without cause, except that no adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Agreement.

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ARTICLE 17 WARRANTIES AND GUARANTEES

17.1 WARRANTIES OF CONTRACTOR

17.1.1 Contractor's Warranty of the Work. Contractor represents and warrants to LCRA that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that the Work will be in conformance with the Contract Documents and free from faults and defects in material and workmanship. In addition, the Contractor guarantees that all Work will be free from failure or defect as a result of ordinary usage for a period of three (3) years from the date of Final Completion for all of the Work, or any other period specified in the Contract Documents with respect to any specific equipment, systems or components comprising the Work. All Work not conforming to these standards, as determined by LCRA, will be considered defective. If required by LCRA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The foregoing warranties survive any termination of this Agreement or expiration of the Contract Documents.

17.1.2 LCRA's Remedies for Breach of Warranty. Contractor hereby agrees, at its own expense and cost including, but not limited to, the cost of any services required from the Architect/Engineer, to make or cause to be made all repairs, removal or replacements necessitated by defects in materials or workmanship supplied under the terms of the Contract Documents. Contractor bears the cost of making good all work of LCRA or any separate contractors destroyed or damaged by such correction or removal. Contractor also agrees to hold LCRA harmless from liability of any kind arising from damages due to said defects. The Contractor shall correct promptly after receipt of written notice from the LCRA Representative of any defects in material or workmanship which exist prior to or during the period of any warranty or guarantee provided herein and any damage to other Work or property caused by such defects or the repairing of such defects, at Contractor's own expense and without cost to LCRA. If Contractor fails to make the repairs and replacements promptly, LCRA may do so, and Contractor will be liable for the costs thereof, including, but not limited to the cost of services by the Architect/Engineer made necessary by such failure.

17.1.3 Warranty Period is not a Limitations Period. Nothing contained in Sections 17.1.1 through 17.1.3 may be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents. The establishment of the time period of three (3) years after Final Completion or such other period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and shall not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations or responsibility for damages suffered by LCRA other than specifically to correct the Work. Contractor's obligations under Sections 17.1.1 through 17.1.3 will survive the termination of this Agreement or expiration of the Contract Documents. The guarantees required by this Article 17 may not be construed to modify or limit, in any way, any rights or actions which LCRA may otherwise have against the Contractor, or any other obligations which Contractor might have, by law or statute, or in equity, or under the Contract Documents or otherwise.

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17.1.4 Subcontractors' and Manufacturer's Warranties. All guarantees or warranties of equipment, systems, or materials furnished to the Contractor or Subcontractors by any manufacturer or supplier run to the benefit of, and are hereby assigned to, LCRA. If any manufacturer or supplier of any system, equipment or material furnishes a guarantee or warranty for a period in excess of three (3) years from the date of Final Completion of the Project, the Contractor's warranties, as provided herein and in the Contract Documents, extend for like period as to such equipment or material. If the Contractor desires to use or operate any equipment furnished or installed by the Contractor or its Subcontractors prior to the date of Final Completion for the Project, it shall first receive the approval of LCRA and provide LCRA with an extended warranty for such equipment (the cost of which shall be considered part of the Contract Price) so that such equipment will be warranted for three (3) year after the date of Final Completion notwithstanding such earlier use.

ARTICLE 18 INSURANCE AND BONDS

18.1 INSURANCE REQUIREMENTS

18.1.1 Insurance Required. Contractor shall purchase and maintain at Contractor's sole cost and expense, the insurance indicated below issued by insurance companies authorized to do business in the State of Texas and having a minimum A.M. Best's rating of A-VII, which insurance shall be specific and limited to claims arising out of this Project. All insurance required under this Article 18 (except for the insurance required under Section 18.2) will be obtained and maintained from the effective date of this Agreement through the completion of all Work under this Agreement (including any warranty period under this Agreement and Final Commissioning). The insurance required by Section 18.2 will be obtained prior to the Contractor's performance of any Work at the Site and maintained until Final Completion. The insurance required by this Article 18 can be provided, at the option of the Contractor, through a project specific Contractor-Controlled Insurance Program ("CCIP"), provided that the CCIP provides coverage in the nature, amounts and limits required in this Article 18. Contractor shall furnish to LCRA certificates of such insurance policies prior to commencing any Work and shall maintain the certificates and full copies of the applicable insurance policies at the Project Site and shall make those documents available to LCRA for review and inspection upon request, which certificates shall specify that such insurance will not be canceled or modified until at least thirty (30) days' written notice has been given to LCRA. The following insurance (other than Worker's Compensation and Professional Errors and Omissions Liability insurance) shall name LCRA, and all persons and entities that Contractor is required to indemnify pursuant to this Agreement, as additional insureds:

- (i) Statutory Worker's Compensation and Employer's Liability. Worker's Compensation as required by Statute. Employer's Liability coverage shall provide (a) \$1 Million Bodily Injury by Accident, per accident; (b) \$1 Million Bodily Injury by Disease, each employee; and (c) \$2 Million Bodily Injury by Disease, policy limit.
- (ii) Commercial General Liability, including contractual liability and contractor's protective liability (covering all damage to persons or property

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arising from the Work). Coverage must equal \$1,000,000 per occurrence combined single limit for bodily injury, including personal injury, property damage, products, and completed operations, and \$2 million per aggregate.

(iii) Automobile liability, including non-owned and hired car liability. Coverage may not be less than \$2,000,000 per accident combined single limit for bodily injury and property damage.

(iv) Umbrella Liability (exclusive of defense costs if applicable) in excess of all liability insurance policies referenced above, including but not limited to Commercial General Liability Products and Completed Operations, Automobile liability and Contractor's Liability Coverage. \$10 million aggregate.

(v) Property insurance on an "all risk" or "special risk" form covering all property such as tools, equipment and machinery used by Contractor or applicable Subcontractor in the performance of the Work (whether owned or leased) and containing a waiver of subrogation in favor of LCRA. Limits not less than "Replacement Cost Value."

(vi) Contractor's Pollution Liability Insurance, covering any pollution, environmental hazard or related exposure arising or resulting from the Work and any fines, penalties, damages and costs (including clean up) resulting therefrom and including transit coverage and coverage for non-owned disposal sites. Coverage shall equal \$1,000,000 per occurrence and \$5,000,000 aggregate.

18.1.2 Subcontractors' Insurance. Before permitting any of its Subcontractors to perform any Work at the Project Site, Contractor shall obtain a certificate of insurance from each Subcontractor evidencing that such Subcontractor has obtained insurance in the same amount, terms and form as the insurance required of Contractor under Article 18 (with the exception of the Umbrella Excess Liability insurance and the Builder's Risk Policy). All policies of Subcontractors shall include all items required of Contractor in the Contractor Insurance Policies (including naming LCRA and its Affiliates (including the respective officers, directors, employees and agents of each of the foregoing) and Architect/Engineer as additional insureds) and a waiver of any right of subrogation of the insurers thereunder against LCRA, Contractor and its Subcontractors, and any right of the insurers to set-off or counterclaim, offset or any other deduction, whether by attachment or otherwise, in respect of any liability or any such Person insured under such policy. Contractor shall cause each Subcontractor to waive all rights of recovery against LCRA, Contractor and its other Subcontractors for damages to the extent covered by the Contractor insurance policies.

18.1.3 Policy Forms. All policies of liability insurance required under the terms of this Article 18 (except for the Professional Errors and Omissions Insurance) must be on an "occurrence" form. Each such Contractor insurance policy shall provide, either in its printed text or by endorsement, that (i) it is primary with respect to the interest of LCRA and its Affiliates (including the respective officers, directors, employees agents of each of the foregoing) and (ii)

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any other insurance maintained by LCRA and its Affiliates is in excess of and not contributory to the Contractor insurance policies in all instances, regardless of any like insurance coverage that LCRA or its designated Affiliates may have. Certificates of Insurance showing such coverages to be in force shall be filed with LCRA prior to the commencement of the Work and renewals furnished prior to expiration of any coverage herein. If the Contractor shall fail to deliver any required certificates of insurance to LCRA within forty-eight (48) hours of demand, LCRA may obtain such insurance and Contractor agrees to repay LCRA on demand all amounts paid therefor, or LCRA may deduct all payments made in procuring such insurance from any money due or to become due to Contractor under this Agreement. The limits of insurance required by Article 18.1 may be provided by any combination of base policy coverage and associated excess coverage. The coverage limits required for Commercial General Liability may be satisfied through any combination of primary liability and umbrella liability policies, provided that the umbrella liability coverage must also be excess over the automobile liability and employers' liability policies required by this Agreement.

18.1.4 Additional Workers' Compensation Requirements. With respect to the required worker's compensation coverage, the Contractor shall provide LCRA, prior to commencing the Work, with a Certificate of Coverage ("Certificate"), *i.e.*, a copy of a Certificate of Insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Division of Workers' Compensation (the "DWC"), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, and through the end of all workers being on the Site. If the coverage period shown on the Contractor's 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 LCRA showing that the coverage has been extended. In this regard, the duration of the Project shall include the time from the beginning of the Work on the Project until all persons performing Work or services on the Project have finished and the Work has been Finally Completed. For purposes of the worker's compensation coverage, "persons providing services on the Project" (including a "subcontractor" under section 406.096 of the Texas Labor Code) shall mean and include all persons or entities performing all or part of the Work that 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 such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" shall mean and 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 and office supply deliveries.

18.1.5 Proper Classification of Workers Required. The Contractor shall provide the required worker's compensation coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage contracts, in compliance with 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. The Contractor shall obtain from each Subcontractor or other person providing Work or services on the Project, and provide to LCRA: (i) a certificate of coverage, prior to that person beginning Work on the Project, so that LCRA will have on file certificates of coverage showing coverage for all persons providing Work or

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services on the Project; and (ii) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project. The Contractor shall retain all required certificates of coverage on file for the duration of the Project and for one year thereafter. The Contractor shall notify LCRA in writing by certified mail or personal delivery, within ten (10) days after the Contractor knows of any change that materially affects the provision of coverage of any Subcontractor or person providing Work or services on the Project.

18.1.6 Worker's Compensation Notice; Requirements for Subcontractors. The Contractor shall post at the Project Site a notice, in the text, form, and manner prescribed by the DWC, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. The Contractor shall contractually require each person with whom it contracts to provide services on a Project to:

- (i) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage, 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;
- (ii) 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;
- (iii) 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;
- (iv) obtain from each other person with whom it contracts, and provide to the Contractor: a Certificate of Coverage, prior to the other person beginning Work on the Project; and a new certificate of coverage showing extension of the coverage period, 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;
- (v) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter; and
- (vi) notify LCRA in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

18.1.7 Contractor's Representations Regarding Insurance. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to LCRA that all employees of the Contractor and its Subcontractors 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 will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the DWC. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, or other civil actions. The Contractor's failure to comply with any of these provisions shall be a breach of this Agreement which entitles LCRA to terminate the Agreement for cause if the

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Contractor does not remedy the breach after receipt of notice within the applicable time established in Article 16 of this Agreement.

18.1.8 Form of Notice. The following is the form of notice of workers' compensation coverage prescribed by the DWC. Pursuant to Workers' Compensation Rule §110.110(d)(7), this notice (DWC Notice 8) must be printed with a title in at least 30-point bold type, and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population:

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

Call the Division of Workers' Compensation at 512-804-4345 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

18.1.9 Premiums and Deductibles. Contractor shall be responsible for all premiums, deductibles and self-insured retentions, if any, stated in any policies required to be procured by Contractor under this Agreement. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. The deductible portion of each type of coverage except for Workers' Compensation and General Liability shall not exceed ten percent (10%) of the coverage limit. The deductible portion of the Workers' Compensation and General Liability policies shall not exceed 25% of the coverage limit. Contractor hereby waives subrogation rights of all its insurance carriers and their successors and assigns against LCRA and its officers, directors, officials and employees. All endorsements naming LCRA as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall indicate: Lower Colorado River Authority, Supply Management Department, P.O. Box 220, Austin, Texas 78767.

18.2 PROPERTY INSURANCE

18.2.1 Required Property Insurance. The Contractor shall purchase and maintain property insurance upon the entire Work at the Project Site to the full insurable value thereof. This insurance shall include as insureds LCRA, the Contractor and its Subcontractors as their interests may appear. Coverage shall insure against the perils of fire, extended coverage and shall include "All Risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, transit, collapse, flood and earthquake. Contractor shall provide a copy of the builder's risk insurance policy no later than thirty (30) days prior to Contractor's performance of any Work at the Project Site. The Contractor shall be responsible for any coinsurance penalties or deductibles under such insurance and for all such damages that are not paid due to such penalties or deductibles. If LCRA's property is being transported or stored off Site by Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect LCRA's property.

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18.2.2 Early use of Project. If LCRA finds it necessary to use a portion or portions of the Project prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by LCRA and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. The property insurance procured by Contractor shall not be canceled or lapsed on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to LCRA's early occupancy or use of all or any part of the Project shall not be unreasonably withheld.

18.2.3 Adjustment of Losses. Any loss insured under Section 18.2.1 is to be adjusted with the Contractor as trustee for the insureds, as their interests may appear. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement (written where legally required for validity) shall require each Subcontractor to make payments to its Subcontractors in similar manner. If required in writing by any party in interest, the Contractor as trustee shall, upon the occurrence of an insured loss, deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with a judgment, in which case the procedure shall be as provided. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order or CCD.

18.3 WAIVER OF SUBROGATION; REQUIRED BONDS.

18.3.1 Mutual Waiver of Subrogation; Limitations of Scope. LCRA and Contractor waive all rights against (1) each other and the Subcontractors, agents and employees each of the other, and (2) the Architect/Engineer, LCRA's Consultants and separate contractors, if any, and their subcontractors, to the extent paid by insurance obtained pursuant to this Agreement and applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the other as trustee. The foregoing waiver afforded the Architect/Engineer, his agents and employees shall not extend to the liability of the Architect/Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect/Engineer, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage. Contractor shall require all Subcontractors by appropriate agreements, to provide similar waivers in favor of all the parties enumerated in this Section.

18.3.2 Payment and Performance Bonds Required. In connection with the execution of this Agreement, the Contractor shall provide separate performance and payment bonds, each with a penal sum equal to one hundred percent (100%) of the Contract Price. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. All bonds must be issued by a solvent U.S. corporate surety acceptable to LCRA and authorized to do business in the State of Texas, and must meet any other requirements established by law. The bonds shall be executed or countersigned by a Texas resident agent. All bonds shall be in the form (attached hereto as Exhibit 6) prescribed by the Contract Documents, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified

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copy of such agent's authority to act. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%). If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in the State of Texas is terminated or it ceases to meet the requirements of this Section, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which shall comply with the requirements herein. If LCRA does not receive a replacement bond within ten (10) calendar days, LCRA may at its sole discretion and at Contractor's sole expense, order the Contractor to stop work immediately.

ARTICLE 19 GENERAL SERVICES AND TEMPORARY FACILITIES

19.1 GENERAL

19.1.1 Except to the extent LCRA has already provided any general services and temporary facilities identified in the Specifications, the Contractor shall be responsible for arranging for and providing all general services and temporary facilities as required for the proper and expeditious prosecution of the Work including but not limited to all such services and facilities required by the Specifications. The Contractor shall pay all costs for such general services and temporary facilities, unless otherwise specified, until termination of this Agreement.

19.2 OFFICES AND STORAGE FACILITIES

19.2.1 To the extent provided by LCRA, the Contractor shall occupy the storage facilities provided by LCRA for the use of Contractor's personnel, (and for use by LCRA and Architect/Engineer) as are set forth in the Specifications or otherwise agreed to by LCRA and Contractor. Any additional field offices, utilities, furnishings, equipment and storage facilities shall be provided by Contractor. The Contractor shall, after consultation and agreement with LCRA:

- (i) completely remove temporary offices, storage facilities, materials, and equipment at the completion or termination of this Agreement;
- (ii) repair damage caused by installation or use of temporary facilities;
- (iii) clean after removal; and
- (iv) restore existing or permanent facilities used for temporary purposes to specified, or to original condition.

19.3 TELEPHONE, EMAIL OR FAX SERVICE

19.3.1 The Contractor shall arrange with a local telephone service company to provide cell phone and email at the Site for the use of personnel and employees and pay all costs for maintenance and removal, and service charges.

19.4 FIRE PROTECTION

19.4.1 The Contractor shall provide a fire protection and prevention program for employees and personnel at the Site; and provide and maintain fire extinguishing equipment ready for instant use at all areas, as required to supplement temporary or permanent fire extinguishing equipment

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as provided by any applicable codes or laws. The Contractor shall enforce fire-safety discipline, including without limitation: (1) store volatile material in an isolated, protected location; (2) avoid accumulations of flammable debris and waste in or about the Project; (3) prohibit smoking or other tobacco use at the Project Site; (4) closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions; and (5) supervise locations and operations of portable heating units and fuel. The Contractor shall maintain fire extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher, as required by Code.

19.5 TEMPORARY FIRST AID

19.5.1 The Contractor shall provide first aid equipment and supplies, with qualified personnel as required by Codes.

ARTICLE 20 CLAIMS AND LITIGATION

20.1 DEFINITIONS

20.1.1 Claim Defined. A “Claim” or “claim” is a demand or assertion by one of the parties seeking damages or any kind or equitable relief, including specific performance, and all other disputes and unresolved controversies between LCRA and Contractor arising out of or relating to this Agreement or the Project. “Claim” shall also include all Change Order requests, CCDs, requests for Modification, and RFIs that have been denied and remain unresolved after all procedures provided for in the Contract Documents have been exhausted. All Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

20.2 LIMITATION ON CLAIMS BY CONTRACTOR

20.2.1 Prior Notice Required. Prior to making a Claim Contractor must notify LCRA of the unanticipated site condition, Material Change or Excused Delay in accordance with Sections 2.4.1.2, and 6.1.1.

20.2.2 Time Period for Making a Claim. No Claim by the Contractor (regardless of the reason therefor) may be made later than 90 (ninety) days after the occurrence of the event or condition giving rise to such Claim. The failure to make any such Claim in writing and within the time limits established by this Section (time being of the essence) shall mean that the Claim has been waived by the Contractor, and that the Contractor shall be precluded from any recovery of any kind in connection with the event, occurrence or condition giving rise to said claim and that the Contractor shall perform all Work required by or in connection with any such event or condition without any increase in the Contract Price, any other increase in compensation or other damages of any kind or nature. In the case of a continuing cause of delay, only one claim is necessary.

20.3 DISPUTES; MEDIATION; LITIGATION

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20.3.1 General Terms. No Party shall institute litigation over any Claim of other dispute between or among them unless and until the procedures set forth in Sections 20.3.1.1 and 20.3.1.2 have both been completed.

20.3.1.1 Negotiation Among Senior Managers. If the Parties are unable to resolve a Claim or other dispute between the Parties' representatives, a Party shall make a written request for a meeting to be held between representatives of each Party within fourteen (14) Days of the request or such later period that the Parties may agree to. Each Party shall include in the meeting, at a minimum, one (1) previously uninvolved senior-level decision-maker duly authorized to negotiate and extend settlement offers on behalf of their respective organizations. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below.

20.3.1.2 Mediation. If the Parties are unable to resolve a Claim or other dispute through senior-level negotiations as set forth in Section 20.3.1.1 and prior to any litigation, the Parties shall submit any dispute between LCRA and Contractor to nonbinding mediation to be conducted in Austin, Texas before a single mediator mutually selected by the parties. If the Parties are unable to agree on the selection of a mediator, then at the request of either party the mediator shall be appointed by the then presiding Administrative Judge for the state district courts of Travis County, Texas. Any mediation requested by either party, (or any litigation or other dispute resolution proceeding agreed to by the parties) may include, by consolidation, joinder or other appropriate motion, any additional person or entity not a party to this Agreement, including the Architect/Engineer and any Subcontractors on the Project, provided such person or entity is substantially involved in a common question of fact or law arising out of or relating to the same transaction or subject matter involved in the mediation or related litigation or proceeding.

20.4 RECOVERY FOR CLAIMS

20.4.1 The Contractor agrees that its sole and complete remedy with respect to any successful Claim (including but not limited to Claims based on changes to the Work, changed conditions or delay, impact or acceleration) is the actual increased cost, if any, incurred by the Contractor as a result of the event, occurrence or condition giving rise to the Claim (as allowed and calculated pursuant to Article 6 and herein, as applicable) plus the percentage of such amount for profit and overhead permitted by Sections 6.2.3. This amount is inclusive of all delay, acceleration, impact or other costs allegedly incurred as a result of such occurrence or condition and no additional damages or costs may be recovered by the Contractor.

ARTICLE 21 MISCELLANEOUS PROVISIONS

21.1 NO WAIVER

21.1.1 The failure of LCRA to insist upon strict performance of any of the terms, covenants, or conditions of the Contract Documents, or to exercise any option in the Contract Documents in

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any one or more instances, may not be construed as a waiver or relinquishment for the future of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect. Any waiver by LCRA of any failure by the Contractor to comply with the Contract Documents must be expressly waived in writing by the LCRA Agent and shall be limited to the specific matter waived and shall not be construed as a waiver of continued or future failures or defaults. Any delay by LCRA in the exercise of remedies is not a waiver of those remedies.

21.1.2 The failure of LCRA to notify the Contractor of any default under the Contract Documents is not an acceptance by LCRA of any such default by Contractor, nor a waiver of LCRA's right to declare a default for any such default or subsequent breach.

21.2 SEVERABILITY

21.2.1 In case any one or more provisions set forth in the Contract Documents or the application thereof to any person or circumstances is for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability will not affect any other provision of the Contract Documents or the application of such provisions to other persons or circumstances. The Contract Documents shall be enforced to the greatest extent permitted by law. If, in LCRA's judgment, such invalidity, illegality or unenforceability materially alters this Agreement, LCRA may terminate this Agreement in accordance with the provisions set forth herein.

21.3 NO THIRD PARTY BENEFICIARIES

21.3.1 The Contract Documents are not intended, and may not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

21.4 MODIFICATIONS TO BE IN WRITING

21.4.1 No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents will be held to be waived or modified by reason of any act whatsoever other than by a written Modification hereof as defined in Section 2.2.2 above and no evidence may be introduced in any proceeding of any other waiver or modification.

21.5 COUNTERPARTS

21.5.1 The Contract Documents may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement. Fax and PDF signatures are valid.

21.6 RIGHTS AND REMEDIES

21.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LCRA constitutes a waiver of any right or duty afforded to LCRA under this Agreement, nor does any

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such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement by the Contractor except as may be specifically agreed by LCRA in writing. Nothing in this Agreement shall be considered a waiver of any defense or immunity provided by law to any party.

21.6.2 No partner, member, officer, employee, representative, consultant or agent of LCRA may be held personally liable to the Contractor under any term or provision of this Agreement for payment obligations of LCRA or otherwise, or because of any breach of this Agreement. The Contractor agrees to look solely to the assets of LCRA for the satisfaction of any liability of LCRA hereunder.

21.7 TESTS

21.7.1 If the Contract Documents or Codes require any portion of the Work to be inspected, tested or approved, the Contractor shall coordinate and schedule all such testing and give LCRA timely notice of its readiness and of the date arranged so that LCRA and/or Architect/Engineer may observe such inspection, testing or approval if desired or required. The cost of all such initial testing and inspections required by the Contract Documents or Codes will be paid for by the Contractor as part of the Work and included in the Contract Price.

21.7.2 If any additional testing or inspection, beyond that required by the Contract Documents or Codes, is requested or required by LCRA, the Contractor shall coordinate and schedule such testing and shall give LCRA timely notice of its readiness and the date arranged so that LCRA and Architect/Engineer may observe such inspection or testing. If any such additional inspection or testing reveals a failure of the Work to comply:

- (1) with the requirements of the Contract Documents, or
- (2) with Codes applicable to the Project or performance of the Work,

the Contractor shall bear all costs thereof, including the Architect/Engineer's additional services made necessary by such failure; otherwise LCRA shall bear such costs, and an appropriate Change Order shall be issued in accordance with Article 6.

21.7.3 All required certificates of inspection, testing or approval shall be secured by the Contractor and shall promptly be delivered to LCRA.

21.8 TITLE OF WORK

21.8.1 The title of all Work completed in course of construction and of all materials paid for by LCRA (disregarding retainage) shall be in the name of LCRA.

21.9 AUDIT

21.9.1 Credit for Discounts. Contractor agrees that all discounts or credits, volume rebate payments, commissions or other incentives to which Contractor may be entitled in connection with the Work shall accrue and belong to LCRA and are included in current contract price. Contractor shall not procure any Work that is subject to any such discount, credit, rebate, commission or other incentive without prior disclosure to and approval of LCRA. Contractor further represents that:

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- (i) Contractor is the only person or entity with an interest in this Agreement and that this Agreement is entered into by Contractor without any connection with any other person or entity (other than the Subcontractors retained by Contractor in connection with the Work);
- (ii) this Agreement has been obtained, negotiated and entered into by Contractor without directly or indirectly influencing or attempting to influence any employee or agent of LCRA (other than as set forth in the written information, proposals and materials submitted by Contractor in connection with the negotiation of this Agreement) and based solely on Contractor's own investigation and research and not in reliance upon any statement, representation or promise of any employee, officer, agent or representative of LCRA; and
- (iii) Contractor has complied with all applicable anti-corruption laws and did not (and will not hereafter) authorize, offer, promise or give anything of value, directly or indirectly through an intermediary, to any person employed by or acting on behalf of a government, government-controlled entity or public international organization; any political party, party official or candidate; any individual who holds or performs the duties of an appointment, office or position created by custom or convention; or any individual who holds him/herself out to be the authorized intermediary of any of the foregoing in order to improperly influence.

21.9.2 Maintenance of Adequate Records. Contractor shall keep (and shall cause its Subcontractors to agree) to keep adequate records and books of account as necessary to accurately reflect the actual Contract Price and other costs incurred in performing this Agreement to allow LCRA or LCRA's Consultants to verify the validity, correctness and legitimacy of all amounts charged or paid pursuant to this Agreement, and to confirm Contractor's compliance with the requirements of this Section. The system adopted must be satisfactory to LCRA. LCRA and LCRA's Consultants have the right, at any time upon reasonable notice, to audit the books and records of the Contractor and its Subcontractors (and to interview the employees of the Contractor and its Subcontractors) for the purposes of confirming Contractor's compliance with these requirements. LCRA and LCRA's Consultants shall be afforded access at all reasonable times to the correspondence, instructions, receipts, vouchers, memoranda, subcontracts, purchase orders and records of Contractor and its Subcontractors pursuant to this Agreement, relating to all Work under this Agreement, as well as to any changes in the Work. Contractor (and its Subcontractors) shall make such records available to LCRA and LCRA's Consultants for review at all reasonable times, upon reasonable notice both for the purpose of confirming Contractor's compliance with the provisions of this Section and for the purpose of verifying actual costs incurred by Contractor (and the reasonableness thereof) related to any amounts claimed by Contractor, including but not limited to amounts included in the Change Orders and CORs, and any amounts sought in connection with a CCD issued by LCRA pursuant to this Agreement. All records required by this subsection, shall be preserved for a period of five (5) years after Final Payment for the Project, or for such longer period as may be required by law.

21.10 LCRA'S RESPONSIBILITY FOR TESTING INFORMATION

21.10.1 The Contractor acknowledges that any surveys, analyses, testing or other information concerning the conditions at the Project Site provided by LCRA, including any information concerning the condition of the existing structures, surface and subsurface conditions at the Site have been made available to the Contractor for general information only and are included solely so that the Contractor has access to information available to LCRA. Contractor expressly releases LCRA

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from any liability, responsibility or obligations as to the accuracy or completeness of any information furnished by LCRA.

21.11 USE AHEAD OF SCHEDULE

21.11.1 LCRA shall have the right to or use ahead of schedule all or any completed or partially completed portion of the Work when such occupancy and use are in its best interest, notwithstanding the time of completion for all of the Work. If such use increases the cost of the Work (other than for corrections which are the Contractor's responsibility) or delays its completion, the Contractor shall be entitled to submit a COR seeking an increase in the Contract Price or a time extension, or both as permitted by the terms of this Agreement. Claims for such extra compensation or extension of time, to be valid, shall be made in writing in the time and manner required by Article 20 hereof. After LCRA has commenced use of all or any completed portion of the Project under construction, the Contractor shall not disrupt LCRA's use and occupancy thereof to make corrections in the Work but shall, at LCRA's discretion, make such corrections at the Contractor's expense in a fashion so as not to disrupt LCRA's use and occupancy of the area at issue.

21.12 UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES (USCIS)

21.12.1 Contractor shall be responsible to assure compliance with all United States immigration laws and requirements, including but not limited to regulations of the United States Citizenship and Immigration Services ("USCIS") and the United States Department of Homeland Security and all applicable State and local laws with respect to all employees of Contractor and its Subcontractors who will be performing Work in connection with the Project. In this regard, Contractor shall comply with all visa laws and related regulations and shall obtain and maintain all 1-9 forms, 1-797 forms and related backup documentation as required by applicable law. Additionally, Contractor shall maintain all records required by the INS, including records of any posting requirements under H-1 visa regulations. **Contractor shall make such documentation available to LCRA for review promptly upon request and shall indemnify and hold LCRA and its officers, directors, officials and employees harmless from all costs, damages, expenses, fines or penalties associated with Contractor's or any Subcontractor's failure to maintain and submit any such documentation as required by applicable law or resulting from Contractor's or any Subcontractor's inappropriate retention and/or use of non-US citizens to perform any Work in connection with the Project.**

21.13 STATUTORY CERTIFICATION REQUIREMENTS

21.13.1 If this Contract is valued at \$100,000.00 or more and the Supplier employs at least 10 full-time employees, the Supplier certifies that it does not and will not for the term of the Contract:

- (a) Boycott Israel, as further set out in Texas Government Code chapter 2271;
- (b) Boycott any energy company, as further set out in Texas Government Code chapter 2276;

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- (c) Discriminate against any firearm entity or firearm trade association, as further set out in Texas Government Code chapter 2274.

21.14 CRITICAL INFRASTRUCTURE REQUIREMENTS

21.14.1 The following additional terms have assigned definitions:

- (a) “Critical Infrastructure” means, for the purpose of this Article only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.
- (b) “Designated Country” means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Government Code chapter 2275.

- (c) “Restricted Entity” means an entity:

- (i) Owned by, or the majority of stock or other ownership interest is held or controlled by:

- Individuals who are citizens of a Designated Country;

- A company of other entity, including a governmental entity, that is owned by or controlled by citizens of, or that is directly controlled by the government of a Designated Country; or

- (ii) Headquartered in a Designated Country.

- (d) Pursuant to Texas Government Code chapter 2275, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of Goods or Services to be provided under this Contract, Supplier represents and warrants that it is not a Restricted Entity.

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IN WITNESS WHEREOF, this Agreement has been executed as of the day and date written below.

LOWER COLORADO RIVER AUTHORITY: TECHLINE CONSTRUCTION LLC

By: Donna Smith
Donna Smith (May 6, 2025 15:24 CDT)

Signature

Donna Smith

Printed Name

Senior Commerical Contract Agent

Title

05/06/2025

Date

By: Don Lawyer
Don Lawyer (May 6, 2025 14:44 CDT)

Signature

Don Lawyer

Printed Name

President

Title

05/06/2025

Date



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DEFINITIONS

Addenda shall mean revised Drawings, Specifications or other documents issued by LCRA prior to the execution of this Agreement to supplement, clarify and/or provide further support to the previously issued Drawings and Specifications.

Agreement shall mean this Agreement for Construction Services between LCRA and Contractor incorporating all of the Contract Documents.

Application for Payment shall mean an application for payment of amounts claimed due under the Agreement and in the form required by the applicable terms of the Agreement.

Baseline Construction Schedule shall have the meaning set forth in Section 9.5.1 of this Agreement.

Business Day shall mean Monday through Friday from 9AM to 5PM local time excluding weekends and public holidays.

CCD shall mean Construction Change Directive.

CCIP shall mean Contractor-Controlled Insurance Policy as set forth by Section 18.1.1 of this Agreement.

Change Order shall have the meaning set forth in Section 6.1.3 of this Agreement.

Change Order Requests shall have the meaning set forth in Section 6.2 of this Agreement.

Claim shall have the meaning set forth in Section 20.1.1 of this Agreement.

Codes shall mean all federal, state and local laws, ordinances and regulations of duly constituted authorities in force in the locality in which the Work is performed including, but not limited to, all safety and health regulations applicable to the Work (including the Federal Occupational Safety and Health Act, as amended,), and all applicable environmental, energy conservation and/or green building regulations governing the Work and related means, methods and procedures such as dust control, noise mitigation, waste disposal, access restrictions, etc.), and all licenses, permits, or bonds required in connection with the Work.

Competent Person shall have the meaning set forth in Section 2.4.4 of this Agreement.

Construction Change Directive shall have the meaning set forth in Section 6.1.4 of this Agreement.

Contract Documents shall have the meaning set forth in Section 2.1.1

Contractor shall mean the entity executing this Agreement and identified therein as the Contractor.

Contractor's Planned Completion Date has the meaning set forth in Section 9.5.1.

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Construction Schedule shall mean an updated construction schedule which compares and identifies all changes or revisions made to the Baseline Construction Schedule and all preceding updated construction schedules with regard to the Work.

Contract Price means the total, lump sum/GMP/T&M Not to Exceed, price to be paid by LCRA for completion of the entire Project as defined in the Contract Documents.

COR shall mean Change Order Requests.

Day shall mean any day of the week; no days being excepted. As used herein, the word “day” shall constitute a calendar day of 24-hours measured from midnight to the next midnight, unless otherwise expressly specified.

Delaying Event shall have the meaning set forth in Section 9.5.2 of this Agreement.

Drawings shall mean the drawings for the Project as identified in the Contract Documents.

Architect/Engineer means the third-party engaged by LCRA for the applicable Project, or a replacement appointed by LCRA pursuant to this Agreement.

Architectural/Engineering Documents shall mean the drawings, plans, design and architectural/engineering documents and specifications and other descriptions of the Work prepared by the Architect/Engineer for the Project and issued to the Contractor for construction, evaluation and pricing.

Excused Delay shall have the meaning set forth in Section 9.6.3 of this Agreement.

Force Majeure shall have the meaning set forth in Section 9.6.2 of this Agreement.

LCRA shall mean Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, organized pursuant to Article XVI, Section 59 of the Texas Constitution.

LCRA Consultants shall mean other persons or entities retained to act as consultants to LCRA and to assist LCRA, when authorized, in evaluation and observation of certain aspects of the design and construction of the Project.

LCRA Representative shall mean a representative authorized to act on LCRA’s behalf with respect to the Project as indicated on Exhibit 1.

Lien or Liens shall have the meaning set forth in Section 10.5.4 of this Agreement.

Material Change shall have the meaning set forth in Section 6.1.2 of this Agreement.

Modifications shall have the meaning set forth in Section 2.2.2 of this Agreement.

Proprietary Information shall have the meaning set forth in Section 12.1.1 of this Agreement.

Record Drawings shall have the meaning set forth in Section 5.10.1 of this Agreement.

RFI and/or Request for Information shall have the meaning set forth in Section 9.5.5 of this Agreement.

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Schedule of Values shall mean a schedule allocating the various components of the Contract Price for the Project in such form and content as required by the applicable provisions of this Agreement.

Site shall mean the location of the Project and any areas therein or adjacent thereto where the Work is to be performed and/or the Contractor is permitted to store or stage the Work and/or any materials, equipment or tools.

Specification shall mean the specifications for the Project as identified in this Agreement.

Subcontractor or **Subcontractors** shall mean any person or entity who has a direct contract with Contractor to perform a portion of the Work on the Project (including materialmen and suppliers) and all other persons or entities (whether such persons or entities are subcontractors, sub-subcontractors, materialmen or suppliers) who provide materials, labor or services directly or indirectly to or for the Project through or under the supervision of Contractor or its Subcontractors.

Submittals shall mean any shop drawings, product data, samples or other materials which the Contract Documents require Contractor to submit to LCRA or Architect/Engineer.

Substantial Completion and/or **Substantially Complete** shall have the meaning set forth in Section 9.3.1 of this Agreement.

Work shall have the meaning set forth in Section 5.2.1 of this Agreement.

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Exhibit 1

List of The LCRA Representatives

The following individuals are hereby designated as responsible to communicate with the Contractor on behalf of LCRA with respect to each specifically noted area or topic and subject to the specific limitations of authority set forth below. If the Contractor is uncertain as to who has authority to communicate or act on behalf of LCRA, or if no person is listed below with respect to an issue or topic requiring communication with or direction and/or approval from LCRA, then Contractor shall direct the applicable communication, in writing, to the LCRA Agent and shall not perform any affected Work or take any other action requiring approval, direction or clarification from LCRA unless, until and only to the extent so instructed by the LCRA Agent.

Clause	LCRA Responsible
2.2.5	Project Manager
2.2.9	LCRA Agent
2.3.1	LCRA Agent
2.4.7	Project Manager
3.2.2	Project Manager
3.3.4	Project Manager
4.1.1	LCRA Agent
5.4	Project Manager
5.6	LCRA Agent
5.8.3	Project Manager
15.1.1	Project Manager
17.1.2	LCRA Agent
21.1.1	LCRA Agent
Current LCRA Representatives	
Project Manager	
LCRA Agent	

EXHIBIT B

Exhibit 2

LCRA Background Check Procedures and Requirements

Contractor and Subcontractor Employee Identification and Background Checks Identification:

Background check procedures must comply with all aspects of applicable federal, state, and local laws.

- 1) Education Verification (only when requested by LCRA)
- 2) Employment Verification
 - a) Document 7 years of prior employment
 - b) Verify 7 years of prior employment
- 3) Motor Vehicle Report
 - a) Verify type (class) and status (clear, suspended, revoked, etc. when made available by the state) of current license.
- 4) Professional License Verification (only if applicable to position as indicated by LCRA)
- 5) Social Security Number Trace
 - a) Search applicant's connection to his/her social security number to determine if there is any background information not reported by applicant
- 6) Criminal Records Search
 - a) Search of U.S. counties (highest court) where applicant has resided, worked, attended school in the past 7 years for all:
 - i) Misdemeanor convictions
 - ii) Felony convictions
 - iii) Deferred adjudications
 - iv) Other lesser dispositions
 - b) Search U.S. **federal** court records where applicant has resided, worked, or attended school in the past 7 years for all:
 - i) Misdemeanor convictions
 - ii) Felony convictions
 - iii) Deferred adjudications
 - iv) Other lesser dispositions
 - c) National Criminal Database
 - d) Sex Offender Registry
 - e) Wanted fugitives found on other federal agency lists (U.S. Dept. of Justice, U.S. Customs Service, U.S. Marshals Service, U.S. Secret Service, U.S. Drug Enforcement Agency, Postal Service, etc.)
 - f) Wanted fugitive lists published by state and local law enforcement agencies.
- 7) Global Watch Lists:
 - a) U.S. Federal and applicable International Terrorist Watch Lists
 - b) Politically Exposed Persons (as it relates to the Foreign Corrupt Practices Act)
 - c) FBI Terrorist List
 - d) FBI Top Ten Most Wanted and Fugitive List
 - e) Bureau of Industry and Security Lists at: www.export.gov (per ERCOT site: http://www.ercot.com/mktrules/guides/data_transport/security)
 - i) Specially Designated Nationals (Office of Foreign Asset Control)
 - ii) Denied Persons List

EXHIBIT B

- iii) Unverified List
- iv) Entity List
- v) Debarred List
- vi) Nonproliferation Sanctions

LCRA will accept the results from the background check below in lieu of “Global Watch Lists” requirements above:

- 1) National Homeland Security Search - The Report identifies terrorists and fugitives by searching data from numerous agencies, including the following:
 - a) Office of Foreign Assets Control (OFAC)
 - b) FBI Most Wanted Terrorists
 - c) FBI Most Wanted Fugitives
 - d) U.S. Marshals Service Wanted
 - e) U.S. Customs Service Wanted
 - f) U.S. Department of Justice Wanted
 - g) U.S. Secret Service Wanted
 - h) U.S. Drug Enforcement Agency Wanted
 - i) Other Federal Wanted Lists
 - j) Numerous State Wanted Fugitives
 - k) Numerous Local Wanted Fugitives

LCRA Background Check Interpretation Requirements

Further Review Required

- Investigate any instances where “Address Mover” name returned DOES NOT match the name submitted, or no address history is returned for the subject submitted. This could indicate the named person is inappropriately using another person’s name.

Dispositions/Infractions that DO NOT MEET LCRA Requirements

Conviction Disposition

Guilty	A judge or jury finds that the evidence proves beyond a reasonable doubt that the defendant committed the offense.
No Contest/Nolo Contendere	A statement that the defendant will not contest a charge made by the government.
No Plea	The defendant does not submit a statement of not guilty

Infraction	Conviction Notation		Type
Felonies—High crimes punishable by imprisonment for	• Guilty • No contest/Nolo contendere	AND	• Theft of intellectual property, computer hacking, internet fraud, other computer-related crimes.

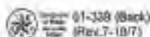
EXHIBIT B

more than 1 year or death.	• No plea		• Theft/Fraud: grand theft, grand larceny, identity theft, welfare fraud
Misdemeanors—less serious than felony and sanctioned by less severe penalties.	• Guilty • No contest/Nolo contendere • No plea	AND	• Theft of intellectual property, computer hacking, internet fraud, other computer-related crimes. • Theft/Fraud: worthless check, using altered access card, shoplifting.
Infractions—infraction below felony and misdemeanor	• Guilty • No contest/Nolo contendere • No plea	AND	• Theft of intellectual property, computer hacking, internet fraud, other computer related crimes. • Theft/Fraud: fare evasion, fictitious/altered license plate, petty theft.

LCRA supports and expects individualized assessments of background check results. If a contractor has any questions about how to interpret results as they relate to a candidate who may work at LCRA, the vendor should contact LCRA Human Resources at 512.473.3200 x4004.

EXHIBIT B

Exhibit 3



Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency LOWER COLORADO RIVER AUTHORITY	
Address (Street & number, P.O. Box or Route number) PO BOX 220	Phone (Area code and number) 512-473-3200
City, State, ZIP code AUSTIN, TX 78767-0220	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

LCRA IS A GOVERNMENTAL AGENCY IN THE STATE OF TEXAS AND IS EXEMPT FROM ALL FEDERAL EXCISE TAXES AND
THE TEXAS LIMITED SALES AND USE TAX UNDER PROVISION OF SECTION 151.309 OF THE TEXAS CODE. LIMITED SALES,
EXCISE USE TAX EXEMPTION NUMBER 1-74-6002915-4
ALWAYS EXEMPT RULE 3.322 (C) (2) (5) CITIES, COUNTY, SPECIAL DISTRICT OR POLITICAL SUBDIVISION

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser 	Title Controller	Date Jan. 14, 2025
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

EXHIBIT B

Exhibit 4

Change Order Template

CONSTRUCTION CONTRACT CHANGE ORDER

This Change Order is issued pursuant to the Agreement for Construction Services (“Agreement”) by and between Lower Colorado River Authority (“LCRA”) and _____. (“Contractor”) with respect to the performance by Contractor of construction services in connection with the construction of _____ (the “Project”). All capitalized terms in this Change Order are used in accordance with the definition of such terms in the Agreement.

- ☐ This Change Order authorizes Contractor to proceed with the following change in the

Work:[INSERT NARRATIVE BRIEFLY DESCRIBING THE BACKGROUND FOR THE CHANGES TO BE MADE]

- ☐ The Contract Price will be adjusted as a result of this Change Order in the following manner and amount:

A.	Original Contract Price	\$
B.	Net Changes by Previous Change Orders	\$
C.	Contract Price prior to this Change Order	\$
D.	Increase/Decrease Per this Change Order (identify total and related components)	Total increase/decrease: \$,
E.	Total New Contract Price	\$

- ☐ The Substantial Completion Date for this Project will be increased/decreased as a result of this Change Order by ____ calendar days and the revised Substantial Completion Date are as follows:

- ☐ The Contractor hereby accepts the adjustments to the Contract Price and Substantial Completion Date set forth in this Change Order as full and complete payment for the change in the work identified herein.

Miscellaneous.

EXHIBIT B

- a) All Services performed by Contractor pursuant to this Change Order shall be performed in accordance with this Change Order and the terms and conditions of the Agreement and other applicable Contract Documents.
- b) This Change Order shall inure to the benefit of and shall be binding upon LCRA and Contractor and their respective successors and assigns. This Change Order embodies, merges, and integrates all prior and current agreements and understandings, oral or written, with regard to the matters contained herein. This Change Order shall constitute a part of the Agreement.
- c) This Change Order shall be governed, interpreted, construed and enforced in accordance with the Agreement and the substantive laws of the State of Texas, without regard conflict of law rules that would direct application of the laws of another jurisdiction.
- d) This Change Order shall be effective on and as of the date first written above. Except as expressly set forth herein, this Change Order shall not alter, amend or change the Agreement or any other Contract Document in any manner, which Contract Documents shall continue in full force and effect. Without limiting the foregoing, except as expressly set forth herein, Contractor shall not have the right to any consideration, reimbursement of costs and expenses, extension of time or other changes in the Contract Documents.
- e) LCRA and Contractor may execute this Change Order in separate counterparts, each of which when so executed shall be an original and all of which shall constitute but one and the same document. Without limiting the manner in which this Change Order may be executed and delivered, a party shall be considered to have fully executed and delivered this Change Order by executing a counterpart of this Change Order and sending the execution page by facsimile or .pdf to the other party.

IN WITNESS WHEREOF, LCRA and Contractor have entered into this Change Order to be effective on and as of the date first written above.

LCRA	Contractor
(Signature)	(Signature)
(Printed Name and Title)	(Printed Name and Title)

EXHIBIT B

Exhibit 5

Contract Price

Proposal on Unit Basis:

Contractor understands and agrees that the various construction units considered in the proposal are approximate and the actual amount of work may differ from the quantities shown. Pricing on "Units" is only applicable on individual projects exceeding \$150,000 and that have engineered design drawings and staking sheets detailing the work.

Distribution voltage levels may be 2,400/4,160 volts, 12,470/7,200 volts or 24,900/14,400 volts. If Contractor unit prices differ between voltage levels, the offer shall clearly indicate this fact, and list prices for each voltage level.

Underground work:

This contract will require the contractor to perform underground work. Underground work does not have unit pricing. At the time of the work, a Task Order will request a price for the specific scope of the project. The rates included on the Labor and Equipment tab will be used in developing the total cost of the job.

De-Energized Lines:

The prices to be filled in on the unit pricing sheets apply to work performed on de-energized (cold) lines. Unit prices shall be increased by 40% percent for units installed on energized (hot) lines, if Owner should require work on hot lines. Hot line prices shall include installation of temporary jumpers, line spreading, blankets, and other labor to maintain service level to retail load.

Non-Rock Holes

The unit prices stated in Pricing Sheets, Pole Units and Anchor Assembly Units (excluding rock anchors) are for digging non-rock holes. The unit prices shall be increased by \$100 for each foot or fraction of a foot of digging through solid rock. Digging through mixtures of rock and dirt are not considered Rock Holes. Price adders on the jobsite for digging Rock Holes are subject to inspection and approval of Owner.

EXHIBIT B

PRICING SHEET 1 - POLE UNITS				
A pole unit consists of one pole in place. It does not include pole-top assembly unit or other parts attached to the pole. The first two digits indicate the length of the pole; the third digit shows the classification per A.S.A. An "s" indicates steel pole, and a "c" indicates concrete pole. (Example: 25-6 means a wood pole 25 feet long, class 6; 40s3 means a steel pole 40 feet long, class 3; 45c1 means a concrete pole 45 feet long, class 1). A pole removal unit consists of all poles of the same height, regardless of pole class, are designated by the same unit. Thus an I-30-foot pole signifies the removal of a 30-foot pole of any class. It does not include pole-top removal units or other parts attached to the pole.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	25-3	\$301.00	I25-3	\$173.00
ea.	25-4	\$301.00	I25-4	\$173.00
ea.	25-5	\$301.00	I25-5	\$173.00
ea.	25-6	\$301.00	I25-6	\$173.00
ea.	30-3	\$301.00	I30-3	\$173.00
ea.	30-4	\$301.00	I30-4	\$173.00
ea.	30-5	\$301.00	I30-5	\$173.00
ea.	30-6	\$301.00	I30-6	\$173.00
ea.	35-3	\$333.00	I35-3	\$203.00
ea.	35-4	\$333.00	I35-4	\$203.00
ea.	35-5	\$333.00	I35-5	\$203.00
ea.	40-2	\$333.00	I40-2	\$203.00
ea.	40-3	\$333.00	I40-3	\$203.00
ea.	40-4	\$333.00	I40-4	\$203.00
ea.	40-5	\$333.00	I40-5	\$203.00
ea.	45-2	\$350.00	I45-2	\$214.00
ea.	45-3	\$350.00	I45-3	\$214.00
ea.	45-4	\$350.00	I45-4	\$214.00
ea.	45-5	\$350.00	I45-5	\$214.00
ea.	50-2	\$417.00	I50-2	\$227.00
ea.	50-3	\$417.00	I50-3	\$227.00
ea.	50-4	\$417.00	I50-4	\$227.00
ea.	50-5	\$417.00	I50-5	\$227.00
ea.	55-2	\$417.00	I55-2	\$227.00
ea.	55-3	\$417.00	I55-3	\$227.00
ea.	55-4	\$417.00	I55-4	\$227.00
ea.	55-5	\$417.00	I55-5	\$227.00
ea.	60-2	\$684.00	I60-2	\$243.00
ea.	60-3	\$684.00	I60-3	\$243.00
ea.	65-2	\$684.00	I65-2	\$243.00
ea.	65-3	\$684.00	I65-3	\$243.00
ea.	70-2	\$684.00	I70-2	\$243.00
ea.	70-3	\$684.00	I70-3	\$243.00
ea.	25s3	\$343.00	I25s3	\$173.00
ea.	25s4	\$343.00	I25s4	\$173.00
ea.	25s5	\$343.00	I25s5	\$173.00
ea.	30s3	\$343.00	I30s3	\$173.00
ea.	30s4	\$343.00	I30s4	\$173.00

EXHIBIT B

ea.	30s5	\$343.00	I30s5	\$173.00
ea.	35s3	\$373.00	I35s3	\$203.00
ea.	35s4	\$373.00	I35s4	\$203.00
ea.	35s5	\$373.00	I35s5	\$203.00
ea.	40s2	\$373.00	I40s2	\$203.00
ea.	40s3	\$373.00	I40s3	\$203.00
ea.	40s4	\$373.00	I40s4	\$203.00
ea.	40s5	\$373.00	I40s5	\$203.00
ea.	45s2	\$390.00	I45s2	\$214.00
ea.	45s3	\$390.00	I45s3	\$214.00
ea.	45s4	\$390.00	I45s4	\$214.00
ea.	45s5	\$390.00	I45s5	\$214.00
ea.	50s2	\$499.00	I50s2	\$227.00
ea.	50s3	\$499.00	I50s3	\$227.00
ea.	55s2	\$499.00	I55s2	\$227.00
ea.	55s3	\$499.00	I55s3	\$227.00
ea.	60s2	\$821.00	I60s2	\$243.00
ea.	60s3	\$821.00	I60s3	\$243.00
ea.	65s2	\$821.00	I65s2	\$243.00
ea.	65s3	\$821.00	I65s3	\$243.00
ea.	70s2	\$821.00	I70s2	\$243.00
ea.	70s3	\$821.00	I70s3	\$243.00
ea.	25c1	HOURLY	I25c1	HOURLY
ea.	30c1	HOURLY	I30c1	HOURLY
ea.	35c1	HOURLY	I35c1	HOURLY
ea.	40c1	HOURLY	I40c1	HOURLY
ea.	45c1	HOURLY	I45c1	HOURLY
ea.	50c1	HOURLY	I50c1	HOURLY
ea.	55c1	HOURLY	I55c1	HOURLY
ea.	60c1	HOURLY	I60c1	HOURLY
ea.	65c1	HOURLY	I65c1	HOURLY
ea.	70c1	HOURLY	I70c1	HOURLY

EXHIBIT B

PRICING SHEET 1 - SINGLE PHASE POLE TOP UNITS				
A pole top assembly unit consists of the hardware, crossarms and their appurtenances, insulators, etc., except tie wire (M40-), required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut, and locknut. Removal of a pole top unit consists of the hardware, crossarms, and their appurtenances, insulators, etc., except tie wire, required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut, and locknut. (See Section B Para. 9 - Removal Units Note b) "N" Denotes Less Neutral.				
	Installation		Removal	
	Unit	Unit Price	Unit	Unit Price
ea.	A1	\$69.00	IA1	\$38.00
ea.	A1N	\$65.00	IA1N	\$36.00
ea.	A1-1	\$96.00	IA1-1	\$51.00
ea.	A1-1N	\$87.00	IA1-1N	\$42.00
ea.	A2	\$96.00	IA2	\$51.00
ea.	A2N	\$87.00	IA2N	\$42.00
ea.	A3	\$69.00	IA3	\$41.00
ea.	A3N	\$61.00	IA3N	\$34.00
ea.	A4	\$118.00	IA4	\$62.00
ea.	A4N	\$107.00	IA4N	\$58.00
ea.	A5	\$69.00	IA5	\$38.00
ea.	A5N	\$61.00	IA5N	\$34.00
ea.	A5-1	\$85.00	IA5-1	\$42.00
ea.	A5-1N	\$75.00	IA5-1N	\$38.00
ea.	A5-2	\$107.00	IA5-2	\$61.00
ea.	A5-2N	\$96.00	IA5-2N	\$56.00
ea.	A5-2A	\$107.00	IA5-2A	\$61.00
ea.	A5-2AN	\$96.00	IA5-2AN	\$56.00
ea.	A5-2B	\$85.00	IA5-2B	\$42.00
ea.	A5-2BN	\$75.00	IA5-2BN	\$38.00
ea.	A5-3	\$85.00	IA5-3	\$42.00
ea.	A5-3N	\$107.00	IA5-3N	\$38.00
ea.	A5-4	\$127.00	IA5-4	\$71.00
ea.	A5-4N	\$114.00	IA5-4N	\$62.00
ea.	A6	\$127.00	IA6	\$71.00
ea.	A6N	\$114.00	IA6N	\$62.00
ea.	A7	\$192.00	IA7	\$116.00
ea.	A7N	\$127.00	IA7N	\$108.00
ea.	A7-1	\$214.00	IA7-1	\$119.00
ea.	A7-1N	\$201.00	IA7-1N	\$116.00
ea.	A8	\$236.00	IA8	\$137.00
ea.	A8N	\$223.00	IA8N	\$133.00
ea.	A9	\$182.00	IA9	\$114.00
ea.	A9N	\$169.00	IA9N	\$110.00
ea.	A9-1	\$112.00	IA9-1	\$61.00
ea.	A9-1N	\$103.00	IA9-1N	\$56.00

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PRICING SHEET 1 - V PHASE POLE TOP UNITS				
A pole top assembly unit consists of the hardware, crossarms and their appurtenances, insulators, etc., except tie wire (M40-), required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut, and locknut. Removal of a pole top unit consists of the hardware, crossarms, and their appurtenances, insulators, etc., except tie wire, required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut and locknut. (See Section B Para. 9 - Removal Units Note b.) "N" Denotes Less Neutral.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	B1	\$122.00	IB1	\$64.00
ea.	B1N	\$103.00	IB1N	\$58.00
ea.	B1B	\$113.00	IB1B	\$64.00
ea.	B1BN	\$103.00	IB1BN	\$58.00
ea.	B1-1	\$182.00	IB1-1	\$94.00
ea.	B1-1N	\$170.00	IB1-1N	\$88.00
ea.	B1-2	\$133.00	IB1-2	\$74.00
ea.	B1-2N	\$120.00	IB1-2N	\$68.00
ea.	B1-3	\$201.00	IB1-3	\$110.00
ea.	B1-3N	\$188.00	IB1-3N	\$102.00
ea.	B2	\$182.00	IB2	\$99.00
ea.	B2N	\$170.00	IB2N	\$102.00
ea.	B2B	\$155.00	IB2B	\$96.00
ea.	B2BN	\$144.00	IB2BN	\$84.00
ea.	B2-2	\$201.00	IB2-2	\$110.00
ea.	B3	\$127.00	IB3	\$68.00
ea.	B3N	\$124.00	IB3N	\$110.00
ea.	B3A	\$127.00	IB3A	\$68.00
ea.	B3AN	\$114.00	IB3AN	\$86.00
ea.	B4-1	\$151.00	IB4-1	\$81.00
ea.	B4-1N	\$142.00	IB4-1N	\$86.00
ea.	B4-1A	\$151.00	IB4-1A	\$81.00
ea.	B4-1AN	\$142.00	IB4-1AN	\$81.00
ea.	B5-1	\$114.00	IB5-1	\$68.00
ea.	B5-1N	\$103.00	IB5-1N	\$62.00
ea.	B5-1A	\$125.00	IB5-1A	\$76.00
ea.	B5-1AN	\$112.00	IB5-1AN	\$62.00
ea.	B7	\$202.00	IB7	\$110.00
ea.	B7N	\$190.00	IB7N	\$102.00
ea.	B7B	\$177.00	IB7B	\$96.00
ea.	B7BN	\$166.00	IB7BN	\$88.00
ea.	B7-1	\$228.00	IB7-1	\$121.00
ea.	B7-1N	\$217.00	IB7-1N	\$114.00
ea.	B7-1B	\$177.00	IB7-1B	\$96.00
ea.	B7-1BN	\$166.00	IB7-1BN	\$88.00
ea.	B7-2B	\$177.00	IB7-2B	\$96.00
ea.	B7-2BN	\$166.00	IB7-2BN	\$88.00
ea.	B8	\$272.00	IB8	\$143.00

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ea.	B8B	\$260.00	IB8B	\$137.00
ea.	B8N	\$260.00	IB8N	\$137.00
ea.	B9	\$202.00	IB9	\$103.00
ea.	B9N	\$189.00	IB9N	\$64.00
ea.	B9-1	\$112.00	IB9-1	\$64.00
ea.	B9-1N	\$103.00	IB9-1N	\$58.00
ea.	B9-2	\$202.00	IB9-2	\$110.00
ea.	B9-2N	\$190.00	IB9-2N	\$102.00
ea.	B9-3	\$127.00	IB9-3	\$72.00
ea.	B9-3N	187.00	IB9-3N	\$62.00

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PRICING SHEET 1 - THREE PHASE POLE TOP UNITS				
A pole top assembly unit consists of the hardware, crossarms, and their appurtenances, insulators, etc., except tie wire (M40-), required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut, and locknut. C7- and C8- units shall include all jumpers and connections per Plans and Specifications and/or as directed by the Engineer of Record. Removal of a pole top unit consists of the hardware, crossarms, and their appurtenances, insulators, etc., except tie wire, required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut and locknut. (See Section B Para. 9 - Removal Units Note b.) "N" Denotes Less Neutral.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	C1	\$145.00	IC1	\$74.00
ea.	C1N	\$131.00	IC1N	\$70.00
ea.	C1B	\$160.00	IC1B	\$82.00
ea.	C1BN	\$148.00	IC1BN	\$74.00
ea.	C1BX	\$160.00	C1BX	\$82.00
ea.	C1XB	\$160.00	C1XB	\$82.00
ea.	C1-1	\$230.00	IC1-1	\$114.00
ea.	C1-1N	\$215.00	IC1-1N	\$109.00
ea.	C1-1B	\$202.00	IC1-1B	\$112.00
ea.	C1-1BN	\$190.00	IC1-1BN	\$103.00
ea.	C1-2	\$171.00	IC1-2	\$89.00
ea.	C1-2N	\$160.00	IC1-2N	\$80.00
ea.	C1-3	\$255.00	IC1-3	\$129.00
ea.	C1-3N	\$242.00	IC1-3N	\$124.00
ea.	C1-4	\$171.00	IC1-4	\$89.00
ea.	C1-4N	\$160.00	IC1-4N	\$80.00
ea.	C1-5	\$162.00	IC1-5	\$84.00
ea.	C1-5N	\$148.00	IC1-5N	\$76.00
ea.	C1-6	\$146.00	IC1-6	\$76.00
ea.	C1-6N	\$131.00	IC1-6N	\$68.00
ea.	C1-VB	\$160.00	IC1-VB	\$82.00
ea.	C1-VBN	\$148.00	IC1-VBN	\$68.00
ea.	C2	\$255.00	IC2	\$129.00
ea.	C2N	\$242.00	IC2N	\$124.00
ea.	C2B	\$202.00	IC2B	\$112.00
ea.	C2BN	\$190.00	IC2BN	\$103.00
ea.	C2-1	\$272.00	IC2-1	\$141.00
ea.	C2-1N	\$257.00	IC2-1N	\$131.00
ea.	C2-2	\$272.00	IC2-2	\$141.00
ea.	C2-2N	\$257.00	IC2-2N	\$131.00
ea.	C2-2B	\$202.00	IC2-2B	\$112.00
ea.	C2-2BN	\$190.00	IC2-2BN	\$103.00
ea.	C2-5	\$256.00	IC2-5	\$131.00
ea.	C2-5N	\$242.00	IC2-5N	\$124.00
ea.	C2-6	\$230.00	IC2-6	\$114.00
ea.	C2-6N	\$215.00	IC2-6N	\$110.00
ea.	C3	\$206.00	IC3	\$112.00

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ea.	C3N	\$192.00	IC3N	\$110.00
ea.	C3X	\$206.00	IC3X	\$125.00
ea.	C3XN	\$192.00	IC3XN	\$110.00
ea.	C3-1	\$261.00	IC3-1	\$148.00
ea.	C3-1N	\$249.00	IC3-1N	\$145.00
ea.	C3-1X	\$221.00	IC3-1X	\$133.00
ea.	C3-1XN	\$206.00	IC3-1XN	\$124.00
ea.	C3-1XB	\$206.00	IC3-1XB	N/A
ea.	C3-1B	\$190.00	IC3-1B	\$110.00
ea.	C3-1BN	\$177.00	IC3-1BN	\$101.00
ea.	C4B	\$401.00	IC4B	\$244.00
ea.	C4BN	\$381.00	IC4BN	\$236.00
ea.	C4-1	\$345.00	IC4-1	\$206.00
ea.	C4-1B	\$329.00	IC4-1B	\$206.00
ea.	C4-1BX	\$345.00	IC4-1BX	\$206.00
ea.	C4-1N	\$329.00	IC4-1N	\$202.00
ea.	C4-1X	\$402.00	IC4-1X	\$206.00
ea.	C4-1XN	\$402.00	IC4-1XN	\$202.00
ea.	C4-2B	\$202.00	IC4-2B	\$110.00
ea.	C4-2BX	\$190.00	IC4-2BX	\$125.00
ea.	C5-1	\$190.00	IC5-1	\$125.00
ea.	C5-1N	\$175.00	IC5-1N	\$110.00
ea.	C5-1X	\$255.00	IC5-1X	\$110.00
ea.	C5-1XN	\$242.00	IC5-1XN	\$101.00
ea.	C7	\$228.00	IC7	\$145.00
ea.	C7N	\$211.00	IC7N	\$139.00
ea.	C7B	\$286.00	IC7B	\$135.00
ea.	C7BN	\$274.00	IC7BN	\$129.00
ea.	C7-1	\$286.00	IC7-1	\$160.00
ea.	C7-1N	\$274.00	IC7-1N	\$156.00
ea.	C7-5	\$286.00	IC7-5	\$160.00
ea.	C7-5F	\$299.00	IC7-5F	\$166.00
ea.	C7-5N	\$274.00	IC7-5N	\$156.00
ea.	C7-6	\$286.00	IC7-6	\$156.00
ea.	C7-6N	\$274.00	IC7-6N	\$156.00
ea.	C7-8	\$314.00	IC7-8	\$190.00
ea.	C7-8F	\$299.00	IC7-8F	\$166.00
ea.	C7-8N	\$299.00	IC7-8N	\$186.00
ea.	C7-9	\$314.00	IC7-9	\$190.00
ea.	C7-9N	\$299.00	IC7-9N	\$186.00
ea.	C7-10	\$307.00	IC7-10	\$188.00
ea.	C7-10N	\$295.00	IC7-10N	\$177.00
ea.	C7-11	\$335.00	IC7-11	\$204.00
ea.	C7-11N	\$320.00	IC7-11N	\$194.00
ea.	C8	\$461.00	IC8	\$261.00
ea.	C8N	\$446.00	IC8N	\$255.00
ea.	C8B	\$379.00	IC8B	\$236.00
ea.	C8BN	\$362.00	IC8BN	\$230.00

EXHIBIT B

ea.	C8X	\$461.00	IC8X	\$270.00
ea.	C8XN	\$446.00	IC8XN	\$261.00
ea.	C8-1	\$461.00	IC8-1	\$277.00
ea.	C8-1N	\$446.00	IC8-1N	\$261.00
ea.	C8-1B	\$379.00	IC8-1B	\$238.00
ea.	C8-1BN	\$362.00	IC8-1BN	\$230.00
ea.	C8-3	\$461.00	IC8-3	\$270.00
ea.	C8-3N	\$446.00	IC8-3N	\$272.00
ea.	C8-5	\$461.00	IC8-5	\$270.00
ea.	C8-5F	\$446.00	IC8-5F	\$270.00
ea.	C8-5N	\$461.00	IC8-5N	\$261.00
ea.	C8-6	\$446.00	IC8-6	\$270.00
ea.	C8-6N	\$446.00	IC8-6N	\$26.00
ea.	C8-8	\$482.00	IC8-8	\$286.00
ea.	C8-8N	\$467.00	IC8-8N	\$280.00
ea.	C8-9	\$482.00	IC8-9	\$286.00
ea.	C8-9N	\$467.00	IC8-9N	\$280.00
ea.	C9	\$250.00	IC9	\$150.00
ea.	C9N	\$236.00	IC9N	\$143.00
ea.	C9B	\$198.00	IC9B	\$122.00
ea.	C9BN	\$185.00	IC9BN	\$114.00
ea.	C9-1	\$166.00	IC9-1	\$103.00
ea.	C9-1N	\$152.00	IC9-1N	\$97.00
ea.	C9-2	\$272.00	IC9-2	\$162.00
ea.	C9-2N	\$257.00	IC9-2N	\$156.00
ea.	C9-2X	\$272.00	IC9-2X	\$162.00
ea.	C9-2XN	\$257.00	IC9-2XN	\$156.00
ea.	C9-3	\$162.00	IC9-3	\$99.00
ea.	C9-3N	\$152.00	IC9-3N	\$93.00
ea.	C9-3X	\$162.00	IC9-3X	\$99.00
ea.	C9-3XN	\$152.00	IC9-3XN	\$93.00
ea.	DC-C1-1X	\$320.00	IDC-C1-1X	\$187.00
ea.	DC-C1-1XN	\$301.00	IDC-C1-1XN	\$180.00
ea.	DC-C1B	\$315.00	IDC-C1B	\$187.00
ea.	DC-C1BN	\$301.00	IDC-C1BN	\$180.00
ea.	DC-C2B	\$356.00	IDC-C2B	\$210.00
ea.	DC-C2BN	\$342.00	IDC-C2BN	\$205.00
ea.	DC-C4B	\$729.00	IDC-C4B	\$438.00
ea.	DC-C4BN	\$727.00	IDC-C4BN	\$429.00
ea.	DC-C5B	\$586.00	IDC-C5B	\$356.00
ea.	DC-C5BN	\$568.00	IDC-C5BN	\$347.00
ea.	VA2	\$63.00		N/A
ea.	VA4	\$77.00		N/A
ea.	VC1-3	\$255.00		N/A
ea.	VC3X	\$206.00		N/A
ea.	VC7-5	\$287.00		N/A
ea.	VC7-6	\$287.00		N/A
ea.	VC7-8	\$314.00		N/A

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ea.	VC7-9	\$314.00		N/A
ea.	VC8-5	\$461.00		N/A
ea.	VC8-6	\$461.00		N/A

EXHIBIT B

PRICING SHEET 1 - CONDUCTOR UNITS				
A conductor assembly unit consists of 1,000 feet of conductor or cable for primaries, secondaries or services, and includes tie wires, sleeves for splicing, connectors, and armor rods with clips or ties where necessary. Tree trimming necessary for installing services and secondaries on poles not carrying primary line is included with the conductor assembly unit and shall be performed in accordance with the directions of the Customer. The services shall be connected to the secondary or transformer and 2 feet of conductor or cable shall be left for connecting to the consumer's service entrance. In computing the compensation to the Contractor for conductor assembly units only the horizontal distance between conductor supports or pole stakes shall be used. The conductor or cable sizes and types listed are the manufacturer's designation. KDP = Duplex service cable. KTP = Triplex service cable. KQP = Quadruplex service cable.				
A conductor removal unit consists of 1,000 feet of conductor or cable for primaries, secondaries or services, and includes tie wires, sleeves for splicing, connectors, and armor rods with clips or ties where necessary. In computing the compensation to the Contractor for removal conductor units only the horizontal distance between conductor supports or pole stakes shall be used. The conductor or cable sizes and types listed are the manufacturer's designation. (See Section B Para. 9 - Removal Units Note c.)				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
1000 ft.	#4 ACSR	\$901.00	I#4 ACSR	\$583.00
1000 ft.	#2 ACSR	\$924.00	I#2 ACSR	\$602.00
1000 ft.	#1/0 ACSR	\$975.00	I#1/0 ACSR	\$630.00
1000 ft.	#2/0 ACSR	\$1,012.00	I#2/0 ACSR	\$665.00
1000 ft.	#3/0 ACSR	\$1,029.00	I#3/0 ACSR	\$682.00
1000 ft.	#4/0 ACSR	\$1,107.00	I#4/0 ACSR	\$728.00
1000 ft.	#336.4 ACSR	\$1,145.00	I#336.4 ACSR	\$751.00
1000 ft.	#477 ACSR	\$1,300.00	I#477 ACSR	\$838.00
1000 ft.	#795 ACSR	\$1,517.00	I#795 ACSR	\$987.00
1000 ft.	#4/0 AAC	\$1,107.00	I#336.4 AAC	\$752.00
1000 ft.	#336.4 AAC	\$1,145.00	I#4/0 AAC	\$728.00
1000 ft.	#477 AAC	\$1,300.00	I#477 AAC	\$838.00
1000 ft.	#795 AAC	\$1,517.00	I#795 AAC	\$987.00
1000 ft.	#6 CU	\$741.00	I#6 CU	\$479.00
1000 ft.	#4 CU	\$753.00	I#4 CU	\$490.00
1000 ft.	#2 CU	\$838.00	I#2 CU	\$551.00
1000 ft.	#1/0 CU	\$970.00	I#1/0 CU	\$627.00
1000 ft.	#2/0 CU	\$1,010.00	I#2/0 CU	\$665.00
1000 ft.	#3/0 CU	\$905.00	I#3/0 CU	\$682.00
1000 ft.	#4/0 CU	\$989.00	I#4/0 CU	\$720.00
ea.	DRC – Re-sag Primary Conductor	\$80.00		N/A
ea.	DRS – Re-sag Multi-plex Cable	\$72.00		N/A
ea.	DSC – Splice and re-sag Primary	\$105.00		N/A
ea.	DSS – Splice and re-sag Service	\$110.00		N/A
1000 ft.	KDP#6	\$998.00	IKDP#6	\$630.00
1000 ft.	KDP#4	\$1,015.00	IKDP#4	\$640.00
1000 ft.	KDP#2	\$1,027.00	IKDP#2	\$663.00
1000 ft.	KDP#1/0	\$1,084.00	IKDP#1/0	\$780.00

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1000 ft.	KTP#6	\$1,069.00	IKTP#6	\$692.00
1000 ft.	KTP#4	\$1,084.00	IKTP#4	\$705.00
1000 ft.	KTP#2	\$1,252.00	IKTP#2	\$874.00
1000 ft.	KTP#1/0	\$1,452.00	IKTP#1/0	\$958.00
1000 ft.	KTP#2/0	\$1,515.00	IKTP#2/0	\$1,048.00
1000 ft.	KTP#4/0	\$1,715.00	IKTP#4/0	\$1,147.00
1000 ft.	KQP#4	\$1,410.00	IKQP#4	\$979.00
1000 ft.	KQP#2	\$1,498.00	IKQP#2	\$1,031.00
1000 ft.	KQP#1/0	\$1,673.00	IKQP#1/0	\$1,094.00
1000 ft.	KQP#2/0	\$1,757.00	IKQP#2/0	\$1,149.00
1000 ft.	KQP#4/0	\$1,841.00	IKQP#4/0	\$1,189.00

EXHIBIT B

PRICING SHEET 1 - GUY UNITS				
A guy assembly unit consists of the hardware and wire, and guy insulator where necessary. An overhead guy assembly consists of an overhead guy, a pole, and a down guy, each of which is listed separately. Guy guards are designated separately. A guy removal unit consists of the hardware and wire, and guy insulator where necessary. An overhead guy assembly consists of an overhead guy, a pole, and a down guy, each of which is listed separately. Guy guards are designated separately. (See Section B Para. 9 - Removal Units Note d.)				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	EGR – Guy Insulator	\$78.00	IEGR	\$48.00
ea.	EJB	\$48.00	IEJB	\$30.00
ea.	EM	\$67.00	IEM	\$43.00
ea.	E1-2	\$86.00	IE1-2	\$56.00
ea.	E1-2H	\$86.00	IE1-2H	\$56.00
ea.	E1-2X	\$86.00	IE1-2X	\$56.00
ea.	E1-3X	\$99.00	IE1-3X	\$63.00
ea.	E1-4X	\$99.00	IE1-4X	\$63.00
ea.	E2-2	\$228.00	IE2-2	\$127.00
ea.	E2-2H	\$228.00	IE2-2H	\$127.00
ea.	E2-2X	\$228.00	IE2-2X	\$127.00
ea.	E2-3X	\$254.00	IE2-3X	\$136.00
ea.	E2-4X	\$254.00	IE2-4X	\$136.00
ea.	E2-12	\$241.00	IE2-12	\$0.00
ea.	E2-12H	\$241.00	IE2-12H	\$0.00
ea.	E2-12X	\$241.00	IE2-12X	\$0.00
ea.	E2-13X	\$267.00	IE2-13X	\$0.00
ea.	E2-14X	\$267.00	IE2-14X	\$0.00
ea.	E3-2	\$196.00	IE3-2	\$119.00
ea.	E3-3	\$213.00	IE3-3	\$127.00
ea.	E3-10	\$33.00	IE3-10	\$22.00
ea.	E3-4	\$127.00	IE3-4	\$78.00
ea.	E3-4H	\$127.00	IE3-4H	\$78.00
ea.	E3-4X	\$127.00	IE3-4X	\$78.00
ea.	E3-5	\$166.00	IE3-5	\$101.00
ea.	E3-5H	\$166.00	IE3-5H	\$101.00
ea.	E3-5X	\$101.00	IE3-5X	\$67.00
ea.	E4-2	\$248.00	IE4-2	\$147.00
ea.	E4-3	\$267.00	IE4-3	\$153.00
ea.	E5-1	\$590.00	IE5-1	\$334.00
ea.	E5-2	\$590.00	IE5-2	\$334.00
ea.	E6-2	\$198.00	IE6-2	\$121.00
ea.	E6-2H	\$198.00	IE6-2H	\$121.00
ea.	E6-2X	\$198.00	IE6-2X	\$121.00
ea.	E6-3	\$213.00	IE6-3	\$129.00
ea.	E6-3X	\$213.00	IE6-3X	\$129.00
ea.	E7-2	\$332.00	IE7-2	\$196.00
ea.	E7-2H	\$332.00	IE7-2H	\$196.00
ea.	E7-2X	\$332.00	IE7-2X	\$196.00

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ea.	E7-3	\$364.00	IE7-3	\$211.00
ea.	E7-3X	\$364.00	IE7-3X	\$211.00
ea.	E8-2	\$404.00	IE8-2	\$235.00
ea.	E8-2H	\$404.00	IE8-2H	\$235.00
ea.	E8-2X	\$404.00	IE8-2X	\$235.00
ea.	E8-3	\$424.00	IE8-3	\$260.00
ea.	E8-3X	\$424.00	IE8-3X	\$260.00
ea.	E9-2	\$160.00	IE9-2	\$95.00
ea.	E9-2H	\$160.00	IE9-2H	\$95.00
ea.	E9-2X	\$160.00	IE9-2X	\$95.00
ea.	E9-3X	\$160.00	IE9-3X	\$95.00
ea.	E9-4X	\$160.00	IE9-4X	\$95.00
ea.	E10-2	\$170.00	IE10-2	\$99.00
ea.	E10-2H	\$170.00	IE10-2H	\$99.00
ea.	E10-2X	\$170.00	IE10-2X	\$99.00
ea.	E10-3X	\$185.00	IE10-3X	\$106.00
ea.	E10-4X	\$185.00	IE10-4X	\$106.00
ea.	E11	\$196.00	IE11	\$116.00
ea.	E12	\$196.00	IE12	\$116.00

EXHIBIT B

PRICING SHEET 1 - ANCHOR UNITS				
An anchor assembly unit consists of the anchor with rod, and extension(s) where necessary, complete, ready for attaching the guy wire. An anchor removal unit consists of the anchor rod only. (See Section B Para. 9 - Removal Units Note e.) "X" designation = 10ft. rod.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	FX	\$43.00	IFX	\$28.00
ea.	F1-2	\$227.00	IF1-2	\$59.00
ea.	F1-2X	\$210.00	IF1-2X	\$59.00
ea.	F1-3	\$227.00	IF1-3	\$59.00
ea.	F1-3S	\$210.00	IF1-3S	\$59.00
ea.	F1-3X	\$227.00	IF1-3X	\$59.00
ea.	F1-4	\$210.00	IF1-4	\$59.00
ea.	F1-4S	\$227.00	IF1-4S	\$59.00
ea.	F1-4X	\$210.00	IF1-4X	\$59.00
ea.	F1-5	\$227.00	IF1-5	\$59.00
ea.	F1-5S	\$210.00	IF1-5S	\$59.00
ea.	F1-5X	\$227.00	IF1-5X	\$59.00
ea.	F5-1	\$362.00	IF5-1	\$59.00
ea.	F5-2	\$292.00	IF5-2	\$59.00
ea.	F5-3	\$292.00	IF5-3	\$59.00

EXHIBIT B

PRICING SHEET 1 - TRANSFORMER UNITS				
A transformer assembly unit consists of the transformer, its protective equipment, grounding, and its hardware and leads with their connectors and supporting insulators and pins. This unit does not include the pole top, secondary, service, or pole grounding assemblies. A transformer removal unit consists of the transformer, its protective equipment, and its hardware and leads with their connectors and supporting insulators and pins. This unit does not include the pole top, secondary, service, or grounding assemblies. (See Section B Para. 9 - Removal Units Note f.) For units showing "Any Combination" – largest transformer will determine price.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	G-1.5 Thru G-37.5 (Transformer only)	\$242.00	IG-1.5 Thru IG-37.5 (Transformer only)	\$156.00
ea.	G-50 Thru G-100 (Transformer only)	\$325.00	IG-50 Thru IG-100 (Transformer only)	\$210.00
ea.	G-167 and larger (Transformer only)	\$514.00	IG-167 and larger (Transformer only)	\$295.00
ea.	G35X-1.5 Thru G35X-37.5	\$409.00	IG35X-1.5 Thru IG35X-37.5	\$272.00
ea.	G35X-50 Thru G35X-100	\$454.00	IG35X-50 Thru IG35X-100	\$299.00
ea.	G35X-167 and larger	\$672.00	IG35X-167 and larger	\$432.00
ea.	G36X-1.5 Thru G36X-37.5	\$409.00	IG36X-1.5 Thru IG36X-37.5	\$272.00
ea.	G36X-50 Thru G36X-100	\$454.00	IG36X-50 Thru IG36X-100	\$299.00
ea.	G36X-167 and larger	\$672.00	IG36X-167 and larger	\$432.00
ea.	G36B-1.5 Thru G36B-37.5	\$409.00	IG36B-1.5 Thru IG36B-37.5	\$272.00
ea.	G36B-50 Thru G36B-100	\$454.00	IG36B-50 Thru IG36B-100	\$299.00
ea.	G36B-167 and larger	\$672.00	IG36B-167 and larger	\$432.00
ea.	G37B-1.5 Thru G37B-37.5	\$409.00	IG37B-1.5 Thru IG37B-37.5	\$272.00
ea.	G37B-50 Thru G37B-100	\$454.00	IG37B-50 Thru IG37B-100	\$299.00
ea.	G37B-167 and larger	\$672.00	IG37B-167 and larger	\$432.00
ea.	G210-1.5 Thru 37.5 Any Combination	\$717.00	IG210-1.5 Thru 37.5 Any Combination	\$468.00
ea.	G210-50 Thru 100 Any Combination	\$764.00	IG210-50 Thru 100 Any Combination	\$492.00
ea.	G210-167 and larger Any Combination	\$895.00	IG210-167 and larger Any Combination	\$608.00
ea.	G210B-1.5 Thru 37.5 Any Combination	\$717.00	IG210B-1.5 Thru 37.5 Any Combination	\$468.00
ea.	G210B-50 Thru 100 Any Combination	\$765.00	IG210B-50 Thru 100 Any Combination	\$492.00
ea.	G210B-167 and larger Any Combination	\$895.00	IG210B-167 and larger Any Combination	\$608.00
ea.	G210X-1.5 Thru 37.5 Any Combination	\$717.00	IG210X-1.5 Thru 37.5 Any Combination	\$468.00
ea.	G210X-50 Thru 100 Any Combination	\$765.00	IG210X-50 Thru 100 Any Combination	\$492.00
ea.	G210X-167 and larger Any Combination	\$895.00	IG210X-167 and larger Any Combination	\$608.00
ea.	G310-1.5 Thru 37.5 Any Combination	\$994.00	IG310-1.5 Thru 37.5 Any Combination	\$227.00
ea.	G310-50 Thru 100 Any Combination	\$1,044.00	IG310-50 Thru 100 Any Combination	\$250.00

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ea.	G310-167 and larger Any Combination	\$1,201.00	IG310-167 and larger Any Combination	\$281.00
ea.	G310B-1.5 Thru 37.5 Any Combination	\$994.00	IG310B-1.5 Thru 37.5 Any Combination	\$227.00
ea.	G310B-50 Thru 100 Any Combination	\$1,044.00	IG310B-50 Thru 100 Any Combination	\$250.00
ea.	G310B-167 and larger Any Combination	\$1,201.00	IG310B-167 and larger Any Combination	\$281.00
ea.	G310X-1.5 Thru 37.5 Any Combination	\$994.00	IG310X-1.5 Thru 37.5 Any Combination	\$227.00
ea.	G310X-50 Thru 100 Any Combination	\$1,044.00	IG310X-50 Thru 100 Any Combination	\$250.00
ea.	G310X-167 and larger Any Combination	\$1,201.00	IG310X-167 and larger Any Combination	\$281.00
ea.	G311-100 and larger Any Combination	\$1,345.00	IG311-100 and larger Any Combination	\$312.00
ea.	G311X-100 and larger Any Combination	\$1,345.00	IG311X-100 and larger Any Combination	\$312.00
ea.	G312X-100 and larger Any Combination	\$1,345.00	IG312X-100 and larger Any Combination	\$312.00
ea.	G385X-100 and larger Any Combination	\$2,860.00	IG385X-100 and larger Any Combination	\$598.00

EXHIBIT B

PRICING SHEET 1 - SECONDARY UNITS				
A secondary assembly unit consists of the hardware, insulators, etc. to support the secondary conductors or cable. It does not include the secondary conductor or cable, or any hardware, insulators, etc. required to support conductors or cable. A secondary removal unit consist of the hardware, insulators, etc., used to support the secondary conductors or cable. It does not include the secondary conductor or cable. (See Section B Para. 9 - Removal Units Note g.)				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.		N/A	I3Pt. Rack	\$26.00
ea.	J5	\$42.00	IJ5	\$28.00
ea.	J6	\$42.00	IJ6	\$28.00
ea.	J6C	\$42.00	IJ6C	\$28.00
ea.	J7	\$42.00	IJ7	\$28.00
ea.	J8	\$42.00	IJ8	\$28.00
ea.	J10	\$42.00	IJ10	\$28.00
ea.	J12	\$42.00	IJ12	\$28.00
ea.	J13	\$42.00	IJ13	\$28.00
ea.	J14	\$42.00	IJ14	\$28.00
ea.	J15	\$42.00	IJ15	\$28.00

EXHIBIT B

PRICING SHEET 1 - SERVICE UNITS				
A service assembly unit consists of the hardware, insulators, dead-end clamp, etc. required to support dead-end the service conductors or cable. It does not include the service conductor or cable, or any hardware, insulators, etc. required to support secondary conductors or cable.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	KC	\$33.00	IKC	\$19.00
ea.	KDH	\$33.00	IKDH	\$19.00
ea.	KDH-C	\$63.00	IKDH-C	\$37.00
ea.	K10	\$33.00	IK10	\$19.00
ea.	K10C	\$63.00	IK10C	\$37.00
ea.	K10L	\$33.00	IK10L	\$19.00
ea.	K11	\$33.00	IK11	\$19.00
ea.	K11C	\$63.00	IK11C	\$37.00
ea.	K11L	\$33.00	IK11L	\$19.00
ea.	K14	\$33.00	IK14	\$19.00
ea.	K14C	\$63.00	IK14C	\$37.00
ea.	K14L	\$33.00	IK14L	\$19.00
ea.	K15C	\$63.00	IK15C	\$37.00
ea.	K16C	\$63.00	IK16C	\$37.00
ea.	K17	\$33.00	IK17	\$19.00
ea.	K17L	\$33.00	IK17L	\$19.00

EXHIBIT B

PRICING SHEET 1 - MISCELLANEOUS UNITS				
A miscellaneous assembly unit consists of an additional unit needed in the Project for new line construction but not otherwise listed in the Proposal. This section includes grounding assemblies consisting of the conductor, ground rod, grounding plate, connectors and clamps as shown on the respective drawings for the various types. It also includes fuse cutouts, reclosers, sectionalizers, switches, capacitors, regulators, metering and other assembly units, as well as labor only units. xxxX=revised dimensions. xxxS=installed on Steel pole. xxxA=alternate framing. xxxB=narrow profile construction. A miscellaneous removal unit consists of a removal unit needed in the Project but not otherwise listed in the Proposal. This section includes grounding assemblies consisting of the conductor, ground rod, grounding plate, connectors and clamps as shown on the respective drawings for the various types. It also includes fuse cutouts, reclosers, sectionalizers, switches, capacitors, regulators, metering and other removal assembly units.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	MAB—Install aerial marker	\$187.00	IMAB	\$129.00
ea.	MCA—Highway crossing, controlled access	\$645.00		N/A
ea.	MCP—Change pole in place	\$149.00		N/A
ea.	MDF—Toxic waste disposal	HOURLY		N/A
ea.	MDS—Drill thru-hole in steel pole	\$36.00		N/A
ea.	MFI—Traffic Flagging	HOURLY		N/A
ea.	MH—Tighten hardware	\$44.00		N/A
ea.	MHD—Hand Digging	HOURLY		N/A
ea.	MNA—Highway crossing, non-controlled access, 4-lane	\$645.00		N/A
ea.	MNB- Highway crossing, non-controlled access, 2-lane	\$447.00		N/A
ea.	MPM—Pull or install meter	\$16.00	IMPM	\$16.00
ea.	MPP—Plumb pole	\$159.00		N/A
ea.	MRC—Raise conductor over 5' per phase	\$90.00		N/A
ea.	MRR—Railroad property access / Crossing	\$894.00		N/A
ea.	MRI—Railroad Insurance	\$2,812.00		N/A
ea.	MSP—Cut off pole top & dispose	\$66.00	IMSP	\$66.00
ea.	MTC—Install/remove communication cable	\$80.00	IMTC	\$84.00
ea.	M2-1	\$98.00	IM2-1	\$48.00
ea.	M2-1A	\$98.00	IM2-1A	\$48.00
ea.	M2M—Repair ground wire	\$98.00		N/A
ea.	M2-11	\$98.00	IM2-11	\$48.00
ea.	M2-11A	\$98.00	IM2-11A	\$48.00
ea.	M2-11S	\$98.00	IM2-11S	\$48.00
ea.	M2-2	\$74.00	IM2-2	\$36.00
ea.	M2-2X	\$88.00	IM2-2X	\$44.00
ea.	M2-9	\$60.00	IM2-9	\$36.00
ea.	M2-12	\$74.00	IM2-12	\$36.00
ea.	M2-12S	\$74.00	IM2-12S	\$36.00
ea.	M2-12X	\$88.00	IM2-12X	\$44.00
ea.	M2-15	\$417.00	IM2-15	\$254.00

EXHIBIT B

ea.	M2-15A	\$159.00	IM2-15A	\$96.00
ea.	M2-15S	\$417.00	IM2-15S	\$254.00
ea.	M3-10	\$340.00	IM3-10	\$227.00
ea.	M3-11	\$536.00	IM3-11	\$246.00
ea.	M3-11A	\$516.00	IM3-11A	\$242.00
ea.	M3-11X	\$739.00	IM3-11X	\$437.00
ea.	M3-12	\$671.00	IM3-12	\$395.00
ea.	M3-12A	\$635.00	IM3-12A	\$379.00
ea.	M3-12X	\$848.00	IM3-12X	\$518.00
ea.	M3-15	\$1,816.00	IM3-15	\$1,153.00
ea.	M3-15B	\$1,816.00	IM3-15B	\$1,153.00
ea.	M3-15W	\$1,816.00	IM3-15W	\$1,153.00
ea.	M3-15X	\$1,816.00	IM3-15X	\$1,153.00
ea.	M3-15Y	\$1,816.00	IM3-15Y	\$1,153.00
ea.	M3-23	\$480.00	IM3-23	\$280.00
ea.	M3-23A	\$480.00	IM3-23A	\$280.00
ea.	M3-24A	\$905.00	IM3-24A	\$570.00
ea.	M3-24X	\$723.00	IM3-24X	\$417.00
ea.	M3-25A	\$969.00	IM3-25A	\$570.00
ea.	M3-25X	\$1,072.00	IM3-25X	\$625.00
ea.	M3-30	\$1,072.00	IM3-30	\$626.00
ea.	M3-30X	\$1,459.00	IM3-30X	\$626.00
ea.	M3-41	\$1,564.00	IM3-41	\$983.00
ea.	M5-1	\$58.00	IM5-1	\$36.00
ea.	M5-2	\$72.00	IM5-2	\$40.00
ea.	M5-2M	\$72.00	IM5-2M	\$40.00
ea.	M5-3	\$24.00	IM5-3	\$16.00
ea.	M5-4	\$38.00	IM5-4	\$26.00
ea.	M5-5	\$34.00	IM5-5	\$24.00
ea.	M5-5B	\$34.00	IM5-5B	\$24.00
ea.	M5-6	\$94.00	IM5-6	\$58.00
ea.	M5-7	\$86.00	IM5-7	\$32.00
ea.	M5-8	\$121.00	IM5-8	\$76.00
ea.	M5-8X	\$121.00	IM5-8X	\$76.00
ea.	M5-9	\$107.00	IM5-9	\$72.00
ea.	M5-9L	\$107.00	IM5-9L	\$72.00
ea.	M5-9X	\$107.00	IM5-9X	\$72.00
ea.	M5-9XL	\$107.00	IM5-9XL	\$72.00
ea.	M5-10	\$123.00	IM5-10	\$78.00
ea.	M5-10L	\$123.00	IM5-10L	\$78.00
ea.	M5-10X	\$123.00	IM5-10X	\$78.00
ea.	M5-10XL	\$123.00	IM5-10XL	\$78.00
ea.	M5-11	\$42.00	IM5-11	\$26.00
ea.	M5-12	\$58.00	IM5-12	\$36.00
ea.	M5-13	\$68.00	IM5-13	\$40.00
ea.	M5-14	\$66.00	IM5-14	\$38.00
ea.	M5-14B	\$103.00	IM5-14B	\$62.00
ea.	M5-15	\$42.00	IM5-15	\$24.00

EXHIBIT B

ea.	M5-15B	\$42.00	IM5-15B	\$24.00
ea.	M5-16	\$86.00	IM5-16	\$48.00
ea.	M5-16B	\$86.00	IM5-16B	\$48.00
ea.	M5-17	\$42.00	IM5-17	\$24.00
ea.	M5-18	\$78.00	IM5-18	\$48.00
ea.	M5-19	\$42.00	IM5-19	\$24.00
ea.	M5-20	\$64.00	IM5-20X	\$36.00
ea.	M5-20X	\$52.00	IM5-20	\$28.00
ea.	M5-21	\$48.00	IM5-21	\$28.00
ea.	M5-22	\$64.00	IM5-22	\$38.00
ea.	M5-23	\$48.00	IM5-23	\$28.00
ea.	M5-24	\$48.00	IM5-24	\$28.00
ea.	M5-25	\$38.00	IM5-25	\$24.00
ea.	M5-26	\$48.00	IM5-26	\$28.00
ea.	M5-27	\$54.00	IM5-27	\$32.00
ea.	M5-28	\$44.00	IM5-28	\$24.00
ea.	M5-29	\$30.00	IM5-29	\$16.00
ea.	M5-30	\$187.00	IM5-30	\$107.00
ea.	M5-31	\$30.00	IM5-31	\$16.00
ea.	M5-32	\$48.00	IM5-32	\$28.00
ea.	M5-33	\$42.00	IM5-33	\$24.00
ea.	M5-34	\$24.00	IM5-34	\$16.00
ea.	M5-35	\$46.00	IM5-35	\$16.00
ea.	M5-36	\$56.00	IM5-36	\$34.00
ea.	M7-11	\$775.00	IM7-11	\$493.00
ea.	M7-13	\$2,819.00	IM7-13	\$1,711.00
ea.	M7-13X	\$2,819.00		N/A
ea.	M8	\$187.00	IM8	\$111.00
ea.	M8-6	\$219.00	IM8X	\$131.00
ea.	M8-6X	\$175.00	IM8-6	\$105.00
ea.	M8-9	\$175.00	IM8-9	\$105.00
ea.	M8-9X	\$175.00		N/A
ea.	M8-10X	\$175.00	IM8-10X	\$105.00
ea.	M8-11	\$234.00	IM8-11	\$137.00
ea.	M8-12	\$209.00	IM8-12	\$123.00
ea.	M8-15	\$640.00	IM8-15	\$381.00
ea.	M9-12 - Fixed-two units	\$385.00	IM9-12 - Fixed - two units	\$258.00
ea.	M9-12 - Fixed-four units	\$433.00	IM9-12 - Fixed - four units	\$291.00
ea.	M9-12 - Fixed-six units	\$475.00	IM9-12 - Fixed - six units	\$320.00
ea.	M9-12 - Time or Temp-two units	\$520.00	IM9-12 - Time or Temp - two units	\$344.00
ea.	M9-12 - Time or Temp-four units	\$576.00	IM9-12 - Time or Temp - four units	\$362.00
ea.	M9-12 - Time or Temp-six units	\$616.00	IM9-12 - Time or Temp - six units	\$373.00

EXHIBIT B

ea.	M9-12 - Sensor Insulator-w/o unit	\$475.00	IM9-12 -Sensor Insulator - two unit	\$320.00
ea.	M9-12 - Sensor Insulator - four units	\$576.00	IM9-12 -Sensor Insulator-four units	\$362.00
ea.	M9-12 - Sensor Insulator - six units	\$616.00	IM9-12 -Sensor Insulator - six units	\$373.00
ea.	M9-13 - Fixed - three units	\$691.00	IM9-13 - Fixed - three units	\$413.00
ea.	M9-13 - Fixed - six units	\$772.00	IM9-13 - Fixed - six units	\$439.00
ea.	M9-13 - Fixed - nine units	\$844.00	IM9-13 - Fixed - nine units	\$495.00
ea.	M9-13 - Time or Temp - three units	\$969.00	IM9-13 - Time or Temp - three units	\$520.00
ea.	M9-13 - Time or Temp - six units	\$1,023.00	IM9-13 - Time or Temp - six units	\$606.00
ea.	M9-13 - Time or Temp - nine units	\$1,171.00	IM9-13 - Time or Temp - nine units	\$711.00
ea.	M9-13 - Sensor Insulator - three unit	\$969.00	IM9-13 - Sensor Insulator-three unit	\$520.00
ea.	M9-13 - Sensor Insulator - six unit	\$1,023.00	IM9-13 – Sensor Insulator - six unit	\$606.00
ea.	M9-13 - Sensor Insulator - nine unit	\$1,171.00	IM9-13 - Sensor Insulator - nine unit	\$711.00
ea.	M9-13B - Fixed - three units	\$969.00	IM9-13B - Fixed - three units	\$520.00
ea.	M9-13B - Fixed - six units	\$1,023.00	IM9-13B - Fixed - six units	\$606.00
ea.	M9-13B - Fixed - nine units	\$1,171.00	IM9-13B - Fixed - nine units	\$711.00
ea.	M9-13B - Time or Temp-three units	\$969.00	IM9-13B - Time or Temp-three units	\$520.00
ea.	M9-13B - Time or Temp - six units	\$1,023.00	IM9-13B - Time or Temp - six units	\$606.00
ea.	M9-13B - Time or Temp-nine units	\$1,171.00	IM9-13B - Time or Temp-nine units	\$711.00
ea.	M9-13B-Sensor Insulator-three unit	\$935.00	IM9-13B-Sensor Insulator-three unit	\$614.00
ea.	M9-13B-Sensor Insulator - six unit	\$1,120.00	IM9-13B-Sensor Insulator - six unit	\$693.00
ea.	M9-13B-Sensor Insulator-nine unit	\$1,190.00	IM9-13B-Sensor Insulator-nine unit	\$723.00
	M19X	Guide		N/A
	M20C	Guide		N/A
	M20S	Guide		N/A
	M20X	Guide		N/A
	M21	Guide		N/A
ea.	M22-1	\$124.00		N/A
ea.	M22-2	\$127.00		N/A
	M24 (For reference only)	Guide		N/A
ea.	M26-5	\$115.00	IM26-5	\$72.00
ea.	M32-1	\$179.00		N/A

EXHIBIT B

ea.	M32-2	\$258.00		N/A
	M40-10 (For reference only)	Guide		N/A
	M40-1A	Guide		N/A
	M40-1A2	Guide		N/A
ea.	M40-12	\$24.00	IM40-12	\$16.00
ea.	M40-12X	\$24.00	IM40-12X	\$16.00
ea.	M40-DSG (Double Side Groove)	\$28.00	IM40-DSG	\$16.00
ea.	M40-DTG (Double Top Groove)	\$24.00	IM40-DTG	\$16.00
ea.	M40-SSG (Single Side Groove)	\$24.00	IM40-SSG	\$16.00
ea.	M40-STG (Single Top Groove)	\$21.00	IM40-STG	\$16.00
ea.	M52-3	\$21.00	IM52-3	\$16.00
ea.	M52-4	\$21.00	IM52-4	\$16.00
ea.	R1	Guide		N/A

EXHIBIT B

Pricing Sheet 2 Wage and Equipment Pricing

The below listed pricing shall be utilized by the Contractor as a base for project pricing, and all urgent project pricing. These rates shall be indexed in accordance with Section C and updated accordingly. LCRA shall utilize these contractually defined rates in the review of all "pricing requests" and to ensure contractual compliance with the "cost validation matrix". Mobilization charges shall not be included in the unit prices, but should be included as hourly rates in this pricing sheet. Mobilization charges only incur when going to a new job (not returning).

Labor Rates for Work (per hour including benefits and additives):

	Job Classification	Straight Time Rate	Overtime Rate	Premium Overtime
1	Superintendent	\$105.00	\$174.00	
2	General Foreman	\$90.00	\$147.00	
3	Foreman	\$88.00	\$140.00	
4	Lineman	\$84.00	\$133.00	
5	Apprentice Lineman	\$69.00	\$115.00	
6	Operator	\$66.00	\$104.00	
7	Truck Driver	\$50.00	\$75.00	
8	Groundman	\$58.00	\$90.00	
9	Temporary Laborer	N/A		

The labor rates provided above are guaranteed for Years 1-3. Provide/propose the percent labor increase for years 4 and 5 (if any).

Percent Increase

Year 4	3%
Year 5	2%

Fuel Surcharge (price plus markup)

Mark up
%

\$0.02

EXHIBIT B

Equipment Leased equipment should provide lease cost:		
	Equipment Description	Hourly Rate
1	Pick up 4 Wheel Drive	\$39.00
2	Pickup Crew Cab	\$39.00
3	1T Flatbed	\$49.00
4	2T Flatbed	\$58.00
5	Truck Tractor	\$212.00
6	Boom Truck	\$59.00
7	65' Bucket (LEASE)	cost + 10%
8	85' Bucket (LEASE)	cost + 10%
9	Bucket Truck (other)	\$82.00
10	Digger Derrick	\$93.00
11	Pressure Digger-300 Series	\$124.00
12	Pressure Digger-Other	\$112.00
13	Float/Material Trailer	\$39.00
14	Pole Trailer	\$42.00
15	Puller	\$59.00
16	Tensioner	\$39.00
17	Dump Trailer	\$37.00
18	Small backyard backhoe	\$40.00
19	Large backhoe	\$52.00
20	Backyard or easement digger	\$79.00
21	Backyard or easement bucket	\$74.00
22	Hydro Vacuum machine	\$115.00
23	Mini Excavator	

EXHIBIT B

Exhibit 6 Payment and Performance Bond Forms

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

(Public Work - State of Texas)

Project Name:

LCRA Task Order #: _____

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS: that

_____ as Principal (the "Principal"), and
_____, a _____ company, as surety (the
"Surety"), are held and firmly bound unto the Lower Colorado River Authority, as obligee
(the "Obligee"), in the amount of _____ Dollars (\$ _____) for
the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated
the _____ day of _____, 20____, to _____
(the "Contract") which contract is hereby referred to and made a part hereof as fully and to the
same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS IS SUCH, that is the said Principal shall
faithfully perform the work in accordance with the Contract, plans, specifications, and contract
documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that this
bond will remain in full force and effect throughout the Contract and the warranty period in
the Contract and contract documents, as well as for thirty (30) days after the warranty period
expires.

EXHIBIT B

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, Contract price adjustment, deduction or addition to the terms of the Contract, or to the work to be performed thereunder, or the plans and specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, Contract price adjustment, deduction or addition, to the terms of the Contract or to the work or to the plans and specifications. The penal sum of this bond increases or decreases with any increase or decrease in the Contract price.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Pursuant to Chapter 2253, any notice of claim should be sent to the Surety at the address referenced above.

IN WITNESS WHERE, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

WITNESS/ATTEST:

(Principal)

By: _____

Name:

Title:

Surety: _____

By: _____

(seal) Attorney-in-Fact

EXHIBIT B

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

(Public Work - State of Texas)

Project Name:

LCRA Task Order #: _____

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal (the "Principal"), and _____, a _____ company, as surety (the "Surety"), are held and firmly bound unto the Lower Colorado River Authority, as obligee (the "Obligee"), in the amount of _____ Dollars (\$____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 20____, to _____ (the "Contract") which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS IS SUCH, that is the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, Contract price adjustment, deduction or addition to the terms of the Contract, or to the work to be performed thereunder, or the plans and specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, Contract price adjustment, deduction or addition, to the terms of the Contract or to the work or to the plans and specifications. The penal sum of this of this bond increases or decreases with any increase or decrease in the Contract price.

EXHIBIT B

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Pursuant to Chapter 2253, any notice of claim should be sent to the Surety at the address referenced above.

IN WITNESS WHERE, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

WITNESS/ATTEST:

(Principal)

By: _____

Name: _____

Title: _____

Surety: _____

By: _____ (seal)
Attorney-in-Fact

EXHIBIT B

Exhibit 7

Contract Scope of Work

Contract Scope of Services:

1. Distribution Line Construction Services for LCRA, and
2. For use by LCRA's municipal and or/cooperative customers in the central Texas area on an as-needed basis.

EXHIBIT B

Exhibit 8

Design Change Notification



Design Change Notification (DCN)

TO CONTRACTOR: _____ DCN NO: _____

PROJECT: _____

OWNER: _____

ARCHITECT: _____

This DCN serves as notice of the following additions, deletions, or revisions to the Project Drawings and Specifications and is being issued in accordance with the Construction Services Agreement.

Description of Change

☐ Error or Ambiguity in Drawings/Specifications

☐ Differing Field Conditions

☐ Increase Cost Effectiveness

☐ Other: Explain

☐ Constructability

☐ Conflicting Design Elements

☐ Directed Scope Change

Signatures:

Recommended By: _____
Architect/Engineer _____ Date _____

Approved By: _____
LCRA _____ Date _____

Accepted By: _____
Contractor _____ Date _____

Copy: Owner, Contractor, Architect/Engineer, Field File

EXHIBIT C



9609 BECK CIRCLE
AUSTIN, TEXAS 78758
DON LAWYER (903) 603-6260

March 18, 2025

City of Lockhart
Attn: Bobby Leos

RE: Clear Fork Street

Dear Bobby,

Thank you for giving Techline Construction, LLC the opportunity to quote on the Clear Fork Street Project. The estimated total for this project is \$304,600.00 not to exceed \$325,600.00. This total includes travel, equipment, and labor.

Thank you,

Vance Thurmon
Techline Construction, LLC

EXHIBIT D

Statutorily Required Provisions

1. Contractor affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295) and Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ) and has returned a fully executed copy of the latter as an attachment to this executed contract and proof of the former to the City after filing with the Texas Ethics Commission, as required by the referenced provision of the Texas Government Code.
2. Verification Regarding Firearm Entities or Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (i) the Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the Contractor will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trade association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit
3. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, Tex. Gov't. Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, 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. The foregoing verification is made solely to comply with § 2274.002, Tex. Gov't. Code, as amended, to the extent that § 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Tex. Gov't. Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

4. Certification Regarding Terrorist Organizations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov't. Code, Contractor hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.
5. Certification Regarding Boycott of Israel To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Tex. Gov't. Code, Contractor and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex Gov't. Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2271.001, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Tex. Gov't. Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discuss an engineering design contract with M&S Engineering, LLC for upgrades to existing overhead primary conductors on the LK20 feeder, located east of US183 and between W China St. and FM20.

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: M&S Engineering is a multi-service utility engineering firm headquartered in Spring Branch, Texas with 7 offices in Texas. M&S has extensive experience serving municipal-owned utilities (MOU's) and electric cooperatives in Texas. The City has used M&S for recent LCRA five-year System Study projects and staff are satisfied with their work product.

This design project is to re-conductor approximately 6,600 ft. of existing single and three-phase aluminum overhead conductor to a three-phase, larger-gauge aluminum conductor for increased load demand. The project is referred to as the "Icehouse" Project, as a portion of the proposed improvements are located adjacent to the former icehouse on Brazos st. This is also the location of the City's current recycling center, for reference.

The design process is anticipated to be complete by Fall 2025. Thereafter, staff recommends to divide the construction of the project over two fiscal years due to the cost and scope of anticipated work, currently estimated at \$900k for labor and material. Half of the construction project is proposed for FYE 2026 and the final half completed in FYE 2027.

This proposed project is not in the City's LCRA five-year System Study, as the current study focused on projects that replace existing copper lines with aluminum. However, this project is recommended to improve the reliability of the LK20 feeder circuit by replacing weathered, and in certain areas, undersized infrastructure that may be sensitive to extreme weather events, such as peak load demands in summer and winter and storm weather.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: 125,595.00

Account Number: 500-5745-903

Funds Available: 125,595.00

Account Name: Engineering Services

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval.

LIST OF SUPPORTING DOCUMENTS: M&S Engineering - Proposal for Icehouse Project



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

477 FM 311 | PO BOX 970
SPRING BRANCH, TX 78070
830.228.5446 PH | 830.885.2170 FX
FIRM F-1394
WWW.MSENGR.COM

June 23, 2025

Steven Lewis
City Manager
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

Submitted electronically via email to Bob Leos bleos@lockhart-tx.org

Subject: ICEHOUSE PROJECT – UPGRADE EXISTING OVERHEAD PRIMARY CONDUCTOR TO 3Ø – 477 AAC OVERHEAD PRIMARY CONDUCTOR

Mr. Lewis,

We appreciate the opportunity to continue a relationship with the City of Lockhart with this new project. Below is the lump sum cost estimate to design and field stake the re-conductor of approximately 6,600' (ft.) (linear footage) of EXISTING SINGLE and THREE PHASE overhead conductor to 3-Phase 477 AAC CONDUCTOR. Includes RAILROAD & TxDOT PERMIT SUBMITTALS. From the data you provided, we have a general understanding of the project needs. Subsequently, this estimate is based upon our previous experience with such projects and the knowledge we have of this specific project.

Project Definition

The scope of this project is to re-conductor approximately 6,600' (ft.) (linear footage) of EXISTING SINGLE and THREE PHASE overhead conductor to 3-Phase 477 AAC CONDUCTOR. Includes RAILROAD & TxDOT PERMIT SUBMITTALS. Minimum of (5) New air break switches will be installed – as recommended / approved by City of Lockhart Electric Dept.

Scope of Work

M&S Engineering will provide personnel and equipment to provide the detailed engineering required for this project. This work will generally include, but not be limited to:

Engineering & Design Activities

- Staking of the line to meet CITY OF LOCKHART ELECTRIC DEPT Specifications
- Design to include use of expanding foam to provide intermediate backfill for structural support on *** ALL NEW WOOD and SELF SUPPORT METAL/STEEL poles.
- Design to include installation of lightning arrestors and ground wire according to CITY OF LOCKHART ELECTRIC DEPT Specifications- using REA ELECTRIC SPECIFICATIONS.
- All required UTILITY EASEMENT NOTATIONS on project plan set will be coordinated with / approved by -- CITY OF LOCKHART ELECTRIC DEPT -- once approved will be noted on project plan set.
- Should existing rights of way not be clear of vegetation, identify on appropriate staking sheet(s) noting danger of the vegetation, even if hazard is outside of existing right of way.
- ALL REQUIRED Traffic Control SCOPE OF WORK – RESPONSIBILITY OF ELECTRIC CONTRACTOR.
- Edit each pole and show framing existing/removal.
- M&S Engineering will coordinate with CITY OF LOCKHART ELECTRIC DEPT – to submit the REQUIRED DOCUMENTS for approximately (3) TxDOT R.O.W. PERMITS.
- Provide SAG / TENSION / POLE STRENGTH charts.
- ALL REQUIRED ELECTRIC OUTAGES – coordinated with / approved by CITY OF LOCKHART ELECTRIC DEPT.—Before Outage is INITIATED.

- Any TRANSFER AND RELATED WORK pertaining to EXISTING COMMUNICATION INFRASTRUCTURE ON EXISTING to NEW UTILITY POLES – must be Coordinated / approved by CITY OF LOCKHART ELECTRIC DEPT.- before ANY is INITIATED.
- Ensure all equipment is 7200 kV. RATED.
- As per CITY OF LOCKHART ELECTRIC DEPT – All existing OVERHEAD TRANSFORMERS will be TRANSFERRED to NEW UTILITY POLE LOCATIONS.
- As per CITY OF LOCKHART ELECTRIC DEPT – ALL existing STREET LIGHT INFRASTRUCTURE (S/L ARMS, ILLIUMINATOR, ETC.) will be TRANSFERRED to NEW UTILITY POLE LOCATIONS.
- List of materials – to be created by TECHLINE CO.
- CITY OF LOCKHART ELECTRIC DEPT will provide the location of a minimum (5) proposed – 3Ø AERIAL SWITCHGEAR EQUIPMENT – as required
- The Design Information on project plan set will be coordinated with/Approved by CITY OF LOCKHART ELECTRIC DEPT == before the project plan set is APPROVED/SEAL/SIGNED by M&S Engineering.
- All Existing / New Electric Infrastructure – will be GPS – and information provided to CITY OF LOCKHART ELECTRIC Dept.
- M&S Engineering will coordinate with CITY OF LOCKHART ELECTRIC DEPT – to submit the REQUIRED DOCUMENTS for a minimum of (1) RAILROAD PERMIT SUBMITTAL.
- M&S ENGINEERING will NOT BE RESPONSIBLE for ANY (\$) PAYMENT TO RESPECTIVE RAILROAD ENTITY as per PERMIT REQUIREMENTS.
- The skillsets required for this type of work include:
 - Knowledge of CITY OF LOCKHART ELECTRIC Construction and joint use standards
 - Working knowledge of CITY OF LOCKHART ELECTRIC material standards
 - Knowledge of CITY OF LOCKHART ELECTRIC Safety Policies.
 - Knowledge of NESC and OSHA standards.
- Note and prioritize any remedy actions needed, such as:
 - Equipment and pole condition (ex: leaking transformer, broken cross arm brace, etc.)
 - Tree trimming is needed
 - Clearances over roads, highways, railroads, other utilities, etc.
 - Safety concerns
- *** SAFETY CONCERNS WILL BE REPORTED IMMEDIATELY TO CITY OF LOCKHART ELECTRIC – FOR ACTION
- M&S Engineering will not be responsible for any procurement of required Electric Infrastructure (Conductor, transformers, poles, pole hardware - etc.) that will be required in the Construction scope of work for this project.
- M&S Engineering will not be responsible for creating ANY BID PACKET DOCUMENTS in PROJECT SCOPE OF WORK.

Schedule

M&S Engineering currently has sufficient staff availability to begin this project within ten working days of acceptance and written notification from the City of Lockhart.

Coordination Requirements

M&S Engineering will coordinate closely with other stakeholders as needed throughout the course of this project. Included in this, M&S personnel will:

- Attend virtual meetings as required
- Attend 4 in-person (site visit) project meetings
- Respond to City of Lockhart questions or comments as required
- Assist City of Lockhart to respond to questions or issues from vendors, manufacturers, and subcontractors
- Coordinate with surveyors (as needed)

Pricing Estimate

Our lump sum cost for engineering design services for this work is **\$125,595.00**

The above cost estimate does not include any permitting fees. M&S assumed that any cost associated with obtaining permits would be directed to the City of Lockhart for processing.

This project is to be executed and billed in accordance with existing terms, conditions and rates as identified in the Engineering Services Contract Between the City of Lockhart and M&S Engineering, LLC.

Clarifications

This proposal was created for information purposes, in order to commit resources and personnel to the project. As such, a series of assumptions were made, and although M&S will do its best to stay in budget, we would like to point out the actual cost compared to this estimated budget may be affected by any of the following factors:

- Multiple modifications to the project by City of Lockhart staff and/or TxDOT
- Multiple or elaborate requirements outside of the defined scope of work

Assumptions:

- Existing easements to be provided by the City of Lockhart as necessary

In the event these assumptions are proven false, M&S will keep City of Lockhart personnel and management informed of any cost over-runs as it becomes apparent.

Please note that while M&S and its sister companies can provide ground survey to verify or clarify any encroachments or impediments to the line, these services have not been included in this proposal. Should these services be required, it is recommended they be assigned to Sherwood Surveying & SUE.

We hope this estimate meets your current needs and look forward to further developing a more detailed scope and proposal as needed as your project develops. Please do not hesitate to call with any questions or comments.

Owner:	Engineer:
<u>CITY OF LOCKHART</u>	<u>M&S Engineering LLC</u>
(name of organization)	(name of organization)
By:	By:
<u>Garrett Armke</u>	<u>Garrett Armke</u>
(authorized individual's signature)	(authorized individual's signature)
Date:	Date:
<u>6/23/2025</u>	<u>6/23/2025</u>
(date signed)	(date signed)
Name:	Name:
<u>Steven Lewis</u>	<u>Garrett Armke</u>
(typed or printed)	(typed or printed)
Title:	Title:
<u>Lockhart City Manager</u>	<u>Project Manager</u>
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
<u>308 W. San Antonio St.</u>	<u>6477 FM 311</u>
<u>Lockhart, Tx 78644</u>	<u>Spring Branch, TX 78070</u>

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion regarding authorizing the purchase and installation of replacement city-wide IT storage hardware and authorizing the City Manager to execute the purchase agreement.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In January 2020, the City purchased a new Datrium storage hardware system, also known as a storage area network (SAN). Since then, the company Datrium has been acquired by VMware and all the hardware products have been phased out and can no longer be serviced. The primary purpose of this acquisition is to provide storage resources for all the City's servers, which is the main component of our IT hardware. The City's IT provider, BlueLayer, has recommended the Dell PowerStore 500T replacement equipment which will provide more reliability and prevent disruption to city-wide services. The average lifecycle of this IT asset is 5-7 years.

The quote provided by BlueLayer includes the equipment, installation, and shipping for a total of \$66,835. If approved, BlueLayer will order the equipment and begin planning for installation.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$66,835

Account Number: 100-5109-904-00

Funds Available: \$10,000

Account Name: Computer Equip & Software

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the \$66,835 total expenditure for the purchase and installation of the replacement storage hardware system.

LIST OF SUPPORTING DOCUMENTS: Dell PowerStore 500T SAN Storage Quote

City of Lockhart, Texas

Council Agenda Item Cover Sheet



Dell PowerStore 500T SAN Storage

Quote Number: 037878 v1

Prepared For
City of Lockhart
Keeli Michna
308 W. San Antonio
Lockhart, TX 78644

This quote has not been approved. Please
review the terms, and sign below.

☒ I accept the above conditions

Your Initials: _____

Your Email Address: _____

Prepared By
Kelsey Dowdy
Director of Operations
Direct: 806-687-4765
kdowdy@bluelayer.com



Your available options

Hardware					
	Qty		Description	Price	Ext. Price
Dell PowerStore 500T					
☒	1		Dell PowerStore 500T All FLASH - 19.2TB RAW Storage before RAID and Snapshots (10 Drives)	\$62,947.00	\$62,947.00
☒	2		Network Cable - for Network Device - 1.5M	\$15.00	\$30.00
Subtotal					\$62,977.00



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9723-7d9398241f7d that
contains all the details for your options.
You can sign and fax us this document if
you are not comfortable submitting your
confirmation over the internet.

Blue Layer: Respon...



Your Active Quotes

#037878 Dell PowerStore 500T SAN Storage

Services					
	Qty		Description	Price	Ext. Price
Blue Layer Project Labor					
☒	2		Blue Layer Installation and Setup Services - SAN Configuration and Burn In	\$150.00	\$300.00
☒	2		Blue Layer Installation and Setup Services - VMware Cluster Setup including Networking	\$125.00	\$250.00
☒	8		Blue Layer Installation and Setup Services - Onsite Installation and Setup	\$125.00	\$1,000.00
☒	18		Blue Layer Installation and Setup Services - VMware Workload Migration from Datrium Storage Device	\$125.00	\$2,250.00
Subtotal					\$3,800.00

Shipping					
	Qty		Description	Price	Ext. Price
☒	1		Shipping of Hardware items to Blue Layer	\$58.00	\$58.00

Shipping					
	Qty		Description	Price	Ext. Price
Subtotal					\$58.00

Quote Summary	One-Time
Hardware Subtotal	\$62,977.00
Services Subtotal	\$3,800.00
Shipping Subtotal	\$58.00
Subtotal	\$66,777.00
Shipping	\$58.00
Total Amount	\$66,835.00

Update Options

Order Confirmation

Provider reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information, including Services or pricing is inaccurate.

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the “Agreement”) is between Blue Layer (sometimes referred to as “we,” “us,” “our,” or “Provider”), and the customer identified on the Order (sometimes referred to as “you,” “your,” or “Client”). This Agreement is effective as of the date the Client accepts the Order (the “Effective Date”).

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

Exhibit A:

- Master Services Agreement
- Service Attachment for Managed Services
- Service Attachment for Managed Access Control Services
- Service Attachment for Compliance Services
- Schedule of Services
- Data Processing Agreement
- Service Level Objectives
- Schedule of Third-party services

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the “Agreement”) is between Blue Layer (sometimes referred to as “we,” “us,” “our,” or “Provider”), and the customer identified on the Order (sometimes referred to as “you,” “your,” or “Client”). This Agreement is effective as of the date the Client accepts the Order (the “Effective Date”).

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. The parties, acting through their authorized officers, hereby execute this Agreement.

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- Service Attachment for Managed Services

[Service Attachment for Managed Access Control Services](#)[Service Attachment for Compliance Services](#)[Schedule of Services](#)[Data Processing Agreement](#)[Service Level Objectives](#)[Schedule of Third-party services](#)

 ☐ I accept the above conditions

E-Signature

Your Initials:

Your Email Address:

Purchase Order Number:

Sign Here:

XClear SignatureAccept Order

Comments or Questions?

If you have any comments or questions about this quote, please feel free to enter it here. Your comment will be logged and emailed to kdowdy@bluelayer.com.

Submit Question / Comment

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion regarding a request from Councilmember Castillo to initiate possible amendments to Chapter 64, Zoning, to prohibit manufactured housing in residential zoning districts.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, David Fowler

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: City Councilmember John Castillo has requested an agenda item regarding the possibility of amending the zoning code to remove the current provisions through which manufactured housing can be permitted in the RHD residential High Density and RMD Residential Medium Density zoning districts.

City Council and the Planning and Zoning Commission could undertake this or any other proposed text amendment with the goal of ensuring the orderly development of the City. The public hearings before City Council and the Planning and Zoning Commission should consider changing circumstances in the City that make the proposed change necessary, and whether the proposed change is consistent with the City's Comprehensive Plan.

The specific change to Chapter 64 would be to remove manufactured homes from the list of uses allowed with an approved Specific Use Permit from the RMD and RHD zoning districts while also removing language in Section 64-200 that allows for the installation of a manufactured home on a lot not within a mobile home park. To keep the City's zoning ordinance with state case law, the Manufactured Home (MH) zoning district would remain in place, allowing for manufactured homes to remain in manufactured home parks with the appropriate zoning.

PROJECT SCHEDULE (if applicable): If City Council directs staff to prepare amendments to the zoning ordinance, the proposed amendments would likely be heard in public hearings at Planning and Zoning Commission in late July or early August and then return to City Council in August.

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: Planning and Zoning Commission would make a recommendation regarding proposed text changes if Council directs staff to research and draft amendments to Chapter 64.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Direct staff regarding initiating the process of amending Chapter 64, Zoning, to restrict manufactured housing in residential zoning districts.

LIST OF SUPPORTING DOCUMENTS: Manufactured Homes on Residential Lots

(e) Residential medium density district (RMD) (formerly R-2). This district provides medium population density areas within the city which allows for tracts with either single or multiple dwelling units, having a single principal structure with necessary accessory buildings for residential purposes and associated specific uses.

(1) Development types allowed in this district:

- a. Single-family-1, SF-1.
- b. Single-family-2, SF-2.
- c. Duplex family-1, DF-1.
- d. Patio home-1, PH-1.

(2) The following development types permitted within this district require a specific use permit:

- a. Townhouse-1, TH-1.
- b. Patio home-2, PH-2.
- c. Combined family-1, CF-1.
- d. Condominium-1, CM-1.
- e. Duplex family-2, DF-2.

(3) The following uses are allowed by-right:

- a. Dwellings of the development type allowed within this district.
- b. Home occupations.
- c. Accessory dwelling unit—Limited.
- d. Temporary real estate sales office in a structure intended for permanent occupancy as a dwelling in a new subdivision.

(4) The following uses require a specific use permit:

- a. Dwellings of the development type permitted within this district.
- b. Manufactured home, in accordance with the standards in subsection [64-200\(a\)](#) and subject to the requirements of appendix II for the MH district.
- c. Child care center, in detached structure only.
- d. All uses permitted in the public and institutional district.
- e. All uses permitted in the planned development district.
- f. Wireless telecommunication facility—Low impact, subject to the requirements of [section 64-202](#).
- g. Lodging or boarding house.
- h. Bed and breakfast inn.
- i. Accessory dwelling unit—General.

(f) Residential high density district (RHD) (formerly R-3). This district provides high population density areas within the city which allow for tracts with either single or multiple dwelling units, with either single or multiple principal structures with necessary accessory buildings for residential purposes and associated specific uses.

(1) Development types allowed within this district:

- a. Single-family-1, SF-1.
- b. Single-family-2, SF-2.
- c. Duplex family-1, DF-1.
- d. Duplex family-2, DF-2.
- e. Patio home-1, PH-1.
- f. Patio home-2, PH-2.
- g. Combined family-1, CF-1.
- h. Townhouse-1, TH-1.
- i. Condominium-1, CM-1.
- j. Multifamily-1, MF-1.

(2) The following development types permitted within this district require a specific use permit:

- a. Combined family-2, CF-2.
- b. Townhouse-2, TH-2.
- c. Condominium-2, CM-2.
- d. Multifamily-2, MF-2.

(3) The following uses are allowed by-right:

- a. Dwellings of the development type allowed within this district.
- b. Home occupations, except in MF-2.
- c. Lodging or boarding house.
- d. Bed and breakfast inn.
- e. Accessory dwelling unit—Limited.
- f. Accessory dwelling unit—General.
- g. Temporary real estate sales office in a structure intended for permanent occupancy as a dwelling in a new subdivision.

(4) The following uses require a specific use permit:

- a. Dwellings of the development type permitted within this district.
- b. Manufactured home, in accordance with the standards in subsection [64-200\(a\)](#) and subject to the requirements of appendix II for the MH district.
- c. Child care center, in detached structure only.
- d. All uses permitted in the public and institutional district.
- e. All uses permitted in the planned development district.
- f. Wireless telecommunication facility—Low impact, subject to the requirements of [section 64-202](#).

Sec. 64-200. - Same—Manufactured homes and modular dwellings.

(a) The installation of a manufactured home on an individual residential lot not within a manufactured home park shall comply with the following standards, except as noted. An existing nonconforming mobile or manufactured home be replaced in the same location with a manufactured home, as defined in [section 64-2](#), not complying with one or more of the following standards if such replacement home is a newer model, is at least as large as the prior manufactured home, and as a minimum complies with subsections (3), (4), (6), (7), and (8), below. This exception does not require approval of a specific use permit, but may be used only once at the same location unless the reason for replacement is damage caused by fire or natural disaster.

(1) The home shall be a new HUD-Code manufactured home not previously installed or occupied in any other location.

(2) Except where limited by the width of lots pre-existing on [effective date of adoption], the widest horizontal dimension of manufactured homes must face the street.

(3) The frame shall be supported by and tied to a foundation and anchoring system meeting the current requirements of the Texas Manufactured Housing Standards Act as administered by the Texas Department of Housing and Community Affairs, Manufactured Housing Division, or successor agency.

(4) Axle and hitch assemblies shall be removed at the time of placement on the foundation.

(5) The finished floor of the manufactured home shall be no more than 25 inches above the average adjacent ground level at the foundation on all sides visible from an abutting street, or from a lot containing a site-built single-family dwelling, except where the floor must be higher in order to be a minimum of 12 inches above the top of the highest abutting street curb or street crown if no curb. If necessary to maintain a minimum of 18 inches required for clearance between the ground and bottom of floor joists, the foundation may be recessed in a pit that is provided with a proper drainage system approved by a registered professional engineer, or by raising the grade of the earth in the yards where needed adjacent to the structure.

(6) A stoop, porch, patio or deck must be provided at each entrance to the manufactured home.

(7) The space between ground level and the manufactured home's floor level shall be skirted with nondegradable materials compatible in color, style and texture with the exterior of the home if a concrete foundation does not already enclose that space.

(8) Site-built attached additions must be compatible in color, style and materials with the exterior of the manufactured home.

(9) The owner shall cancel the personal property title on the manufactured home so that it can be rendered as real property for the purpose of ownership, taxes, insurance and financing.

(10) The land and structure shall be under the same ownership.

(b) The installation of a manufactured home on a leased space in a manufactured home park shall comply with the following standards:

(1) The frame shall be supported by and tied to a foundation and anchoring system meeting the current requirements of the Texas Manufactured Housing Standards Act as administered by the Texas Department of Housing and Community Affairs, Manufactured Housing Division, or successor agency.

(2) A stoop, porch, patio or deck must be provided at each entrance to the manufactured home.

(3) The space between ground level and the manufactured home's floor level shall be skirted with nondegradable materials compatible in color, style and texture with the exterior of the home.

(4) Site-built attached additions must be compatible in color, style and materials with the exterior of the manufactured home.

(c) The installation of a modular dwelling shall comply with the following standards, in addition to the regulations and codes normally applicable to site-built dwellings:

(1) The dwelling and lot shall have an estimated taxable value after installation of the dwelling equal to or greater than the median taxable value for each single-family dwelling located within 300 feet of the lot on which the modular home is proposed to be located, as determined by the most recent certified tax appraisal roll.

(2) The exterior siding, roofing, roof pitch, foundation fascia, and fenestration shall be compatible with single-family dwellings located within 300 feet of the lot on which the modular home is to be located.

(Ord. No. 97-21, § V(28-7-5), 10-7-97; Ord. No. 98-03, § II, 2-17-98; Ord. No. 98-15, § II, 7-7-98; Ord. No. 04-34, § II, 12-21-04; Ord. No. 08-02, § II, 3-18-08)

Cross reference— Manufactured home parks, [ch. 34](#).

From Chapter 64, Appendix II Table:

District: MH (Manufactured Home) (Note 9)

Minimum Lot Area (sq. ft.): 7,000

Minimum Lot Dimensions (ft.): 65 wide by 100 deep

Maximum Lot Coverage with Structures: 30 percent

Minimum Building Setbacks from Property Line (ft.): Street- 25; Side- 7.5 each side abutting another lot; and Rear- 10

Maximum Height: 2 stories

Off-Street Parking Spaces Required: 2, plus 1 for each additional bedroom over 3 bedrooms

On corner lots, the street setback shall be 25 ft. minimum on one street and 15 ft. minimum on the other street. See [Chapter 34](#), Code of Ordinances for manufactured home parks.

Note 9: These requirements are only for manufactured homes or site-built single-family dwellings on residential lots. Manufactured home parks shall comply with the provisions of [chapter 34](#), City Code.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion regarding applications ZC-24-03 and PDD-24-02 by Jeffrey Pence of Manumit Investment Group and discussion and/or action to consider Ordinance 2025-14 for a ZONING CHANGE from PDD Planned Development District to PDD Planned Development District and adoption of a PDD Development Plan on 32.84 acres in the Frances Berry Survey, Abstract No. 2 and located in the 1300-1400 Block of South Cesar Chavez Parkway Northbound, the 2000 Block of Maple Street and the 1900-2000 Block of Clear Fork Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This item is the approval of the zoning change and revised PDD Development Plan for the revised Maple Park Planned Development District, located south of Maple Street, east of Cesar Chavez Parkway northbound and north of Clear Fork Street. The proposed PDD covers a smaller area than previous versions due to the areas of the One Living residential development becoming its own PDD in March of 2025. The proposed PDD mostly retains the current version's mix of senior housing and commercial development on the remaining parcels. However, one big change in the proposed PDD is that the applicant would like to build a convenience store use which would include a stronger emphasis on fueling and parking for 18-wheeler trucks than a typical convenience store with fuel pumps permitted in either the CMB or CHB zoning district would allow. The other major difference in the proposed PDD development plan compared to the current and previous versions is that the new PDD Development Plan shows a driveway access to the site from northbound Cesar Chavez Parkway. In addition to not being shown on previous versions of the PDD, the new driveway entrance crosses where the City has long planned a link in the City's trail system. Staff believes this driveway creates a conflict with the trail system and has recommended the trail segment be relocated to avoid crossing the intersection, but that detail has not been included in the proposed PDD plan. Staff also has concerns with the location of the driveway, which appears to have been constructed for access from Cesar Chavez Parkway but not from the Maple Street exit from 130, despite SH 130 access being stated as the reason for the driveway being needed for the site.

The PDD submittal package includes site plans for the convenience store and Maple Park Manor senior housing developments, while also listing standards for signage, lighting, building height and landscaping. The standards detailed are consistent with City requirements while not offering any elevated standards as is expected in a PDD submission. Staff has major questions regarding the site plan for the convenience store, especially in conjunction with the location of the exit from Cesar Chavez Parkway. Looking at the site plan and the surrounding traffic conditions, it appears that the site's location and orientation would result in truck traffic regularly using Maple Street and Lincoln Lane, as opposed to limiting access to and from the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Cesar Chavez driveway.

Staff recommends denial of the PDD as submitted and instead recommends the convenience store be built without truck fueling facilities and the trail link north of the Cesar Chavez driveway relocated to the east side of future Lincoln Lane.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: The most recent revision of the Maple Park Planned Development District affecting the site was approved on August 6, 2019. The property was first rezoned from AO Agricultural-Open Space District to PDD in 2012.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission considered the PDD and zoning change request at its June 25, 2025 meeting. The Commission recommended denial of the PDD Plan and Zoning Change by a 4-0 vote. The Commission however approved the preliminary plat for the development. Ten nearby residents spoke in opposition to the proposed PDD revision.

STAFF RECOMMENDATION/REQUESTED MOTION: Denial of Ordinance 2025-14, rezoning 32.84 acres near the intersection of Maple Street and Cesar Chavez Parkway from PDD to PDD.

LIST OF SUPPORTING DOCUMENTS: ZC-24-03 and PDD-24-02 Ordinance 2025-14, Ordinance 2025-14 Exhibit A, PDD DEV PLAN-REV PER CITY COMMENT 06 04 2025 (003), ZC2403 case map, ZC2403 aerial, ZC2403 zoning, ZC2403 flu thoroughfares, PDD-24-02 and ZC-24-03 staff report--Council, PDD STANDARDS DOC 6 04 2025 with Appendices-R (002), ZC-24-03-PDD-24-02 application

ORDINANCE 2025-14

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 32.84 ACRES IN THE FRANCIS BERRY SURVEY, LOCATED IN THE 1300-1400 BLOCK OF SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND, THE 2000 BLOCK OF MAPLE STREET AND THE 1900-2000 BLOCK OF CLEAR FORK STREET, FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING BY-REFERENCE ADOPTION OF A PDD DEVELOPMENT PLAN FOR THE MAPLE PARK PLANNED DEVELOPMENT.

WHEREAS, on June 25, 2025, the Planning and Zoning Commission held a public hearing and voted to recommend denial of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-24-09 and PDD Development Plan PDD-24-02 as 32.84 acres in the Berry Survey, Abstract Number 2, more particularly described in Exhibit "A" and located at 1300-1400 Block of Cesar Chavez Parkway Northbound, the 2000 Block of Maple Street, and the 1900-2000 Block of Clear Fork Street will be reclassified from PDD Planned Development District to PDD Planned Development District, including by-reference adoption of a PDD Development Plan for the One Living Planned Development, attached as Exhibit "B".
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS, THE FIRST DAY OF JULY, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney



All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Francis Berry Survey A-2 and being also a part of a tract of land called 56.691 acres and conveyed to Manumit Investment Group, LLC., Instrument #122814, #122815 and #122816 of the Official Public Records of Caldwell County, Texas and further described in Volume 411 Page 823 of the said Official Public Records and being also all of a tract of land called 6.030 acres and conveyed to Fortune Four Investment, LLC by deed recorded in Instrument #2023-007984 of the said Official Public Records and being more particularly described as follows:

BEGINNING at a 5/8" iron pin found in the South corner of the above mentioned 56.691 and the apparent NW line of a tract of land called 2 acres and conveyed to Leonard Scott by deed recorded in Volume 196 Page 269 of the Deed Records of Caldwell County, Texas and in the apparent East corner of a tract of land called 50 acres and conveyed to Leonard Scott by deed recorded in Volume 204 Page 362 of the Deed Records of Caldwell County, Texas for the South corner this tract.

THENCE N 31 degrees 24 minutes 41 seconds W with the SW line of the said 56.691 acre tract and the apparent NE line of the above mentioned 50 acre tract 808.44 feet to a concrete monument found used for basis of bearing (direct tie) in the apparent East corner of a tract of land called 26.502 acre tract and conveyed to The State of Texas by deed recorded in Volume 574 Page 631 of the said Official Public Records and in the South corner of a tract of land called 4.090 acres and conveyed to the State of Texas by deed recorded in Volume 572 Page 676 of the said Official Public Records (SH 130 ROW) for an exterior corner this tract.

THENCE over and across the said 56.691 acre tract and with the East and SE and NE lines of the above mentioned 4.090 acre tract (East Line of SH 130 ROW) for the following (4) four courses:

- (1) With a curve turning to the left having a radius of 5436.00 feet and an arc length of 620.50 feet and the chord of which bears N 00 degrees 53 minutes 47 seconds E 620.16 feet to a concrete monument found for the end of the said curve.
- (2) N 22 degrees 26 minutes 24 seconds E 172.48 feet to a concrete monument found for an angle point this tract.
- (3) N 59 degrees 50 minutes 33 seconds E 339.82 feet to a concrete monument found for an ell corner this tract.
- (4) N 30 degrees 09 minutes 27 seconds W 50.07 feet to a concrete monument found used for basis of bearing (direct tie) in the SE line of Maple Street and in the newly dedicated SE line of Maple Street for the most Northerly West corner this tract.

THENCE N 59 degrees 47 minutes 22 seconds E with the SE line of the newly dedicated Maple Street 60.01 feet to a capped 1/2" iron pin set for the North corner this tract.

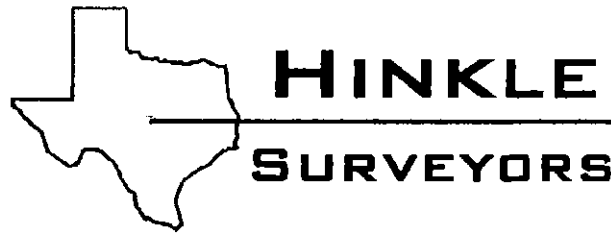
THENCE in a Southeasterly direction for the following two (2) courses:

- (1) S 30 degrees 09 minutes 27 seconds E 282.95 feet to a capped 1/2" iron pin set in the PC of a curve.
- (2) With a curve turning to the right having a radius of 780.00 feet and an arc length of 461.28 feet and the chord of which bears S 13 degrees 12 minutes 56 seconds E 454.59 feet to a concrete monument found in the North corner of Maple Park Section Three-A as recorded in Plat Cabinet D Slide 30 of the Plat Records of Caldwell County, Texas for an ell corner this tract.

THENCE with the NE and NW lines of the said Section Three-A and over and across the said 56.691 acre tract for the following five (5) courses:

- (1) S 84 degrees 25 minutes 09 seconds E 873.03 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an angle point this tract.
- (2) N 59 degrees 55 minutes 27 seconds E 230.70 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an ell corner this tract.
- (3) N 15 degrees 01 minutes 53 seconds E 105.81 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an exterior corner this tract.
- (4) N 30 degrees 04 minutes 33 seconds W 224.68 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an exterior corner this tract.
- (5) N 59 degrees 55 minutes 27 seconds E 35.00 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the SW line of City Line Road for the most Easterly North corner this tract.

THENCE S 30 degrees 04 minutes 33 seconds E with the SW line of City Line Road 544.71 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the intersection of the SW line of City Line Road and the NW line of Clearfork Street and the SE line of the said 56.691 acre tract for the East corner this tract.

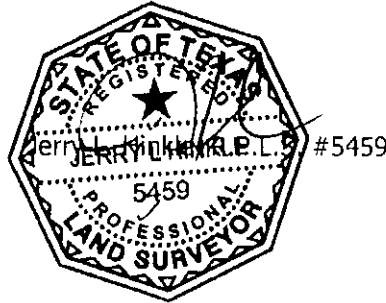


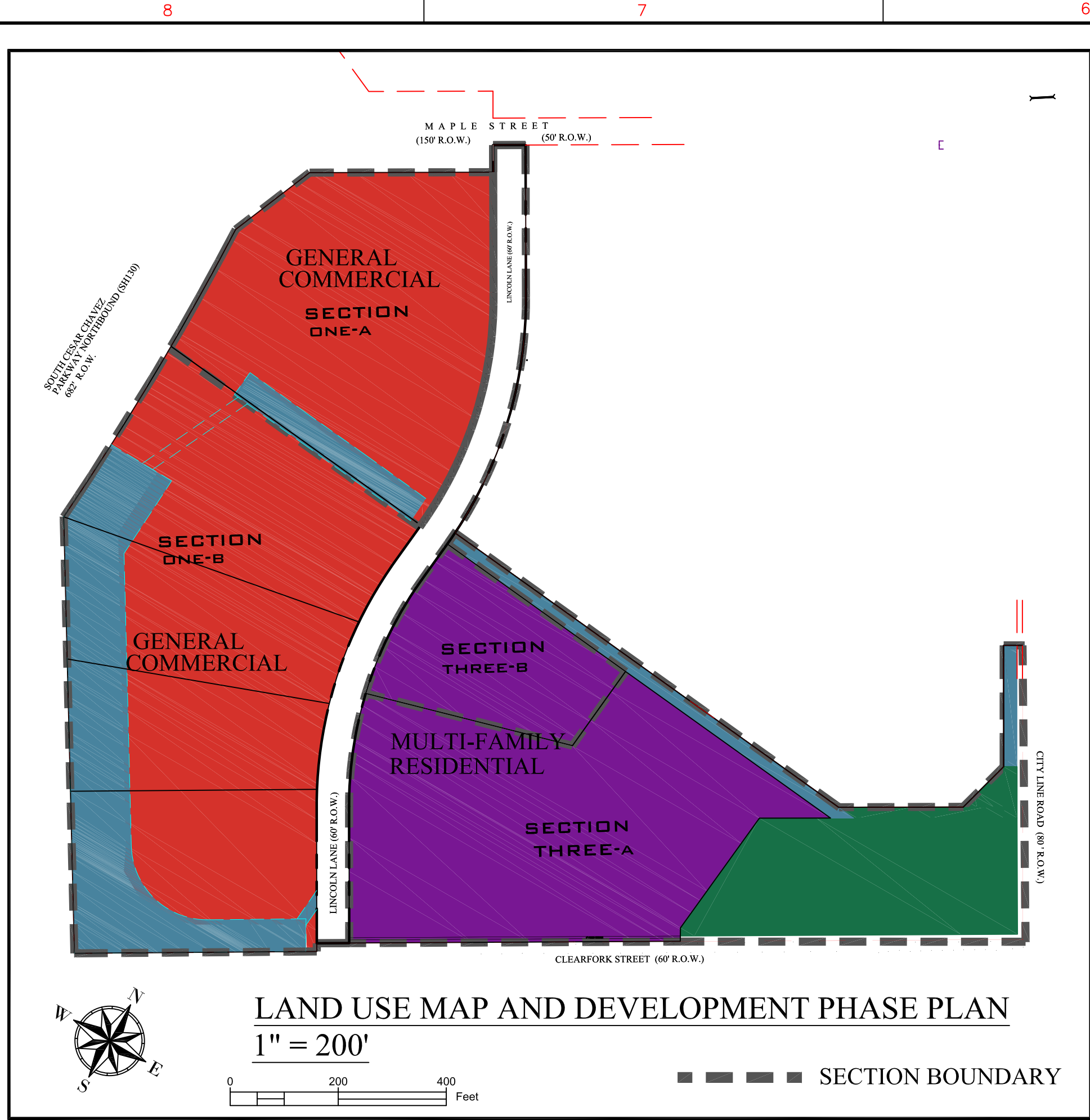
THENCE S 59 degrees 41 minutes 42 seconds W with the NW line of Clearfork Street and the SE line of the said 56.691 acre tract 1306.87 feet to a 8" treated fence post found in an ell corner of the said 56.691 acre tract and an exterior corner of the said Clearfork Street for an ell corner this tract.

THENCE S 29 degrees 50 minutes 05 seconds E with the SW line of the said Clearfork Street (a.k.a. Old Fentress Road) 15.19 feet to a 8" treated fence corner post found in the apparent North corner of the above mentioned Scott 2 acre tract and in an exterior corner of the said 56.691 acre tract for an exterior corner this tract.

THENCE S 59 degrees 33 minutes 05 seconds W with the SE line of the 56.691 acre tract and the apparent NW line of the above mentioned Scott 2 acre tract 448.56 feet to the place of beginning containing **32.843 acres** of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on February 24, 2025. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.





NOTES:

1. RECORD OWNER OF LAND: MANUMIT INVESTMENT GROUP, LLC, P.O. BOX 746, LOCKHART, TEXAS 78644, MAPLE PARK SENIOR VILLAGE, LLC, 206 PEACH WAY, COLUMBIA MO 65203-4905 [LOT 1, BLOCK 1, SECTION THREE-A], MAPLE PARK MANOR, LP, P.O. BOX 768, COLUMBIA, MO 65203 [LOT 1, BLOCK 1, SECTION THREE-B], AND FORTUNE FOUR INVESTMENT, LLC, 4406 LOGAN RIDGE DRIVE, CEDAR PARK, TEXAS 78613-2650 [LOT 1, BLOCK 1, SECTION ONE-A].

2. DESIGNER OF PLAN: MANUMIT INVESTMENT GROUP LLC, P.O. BOX 746, LOCKHART, TEXAS 78644, (313) 610-0547.

3. THIS PDD DEVELOPMENT PLAN SHOWS THE LAND USE AND THE LAYOUT OF SIDEWALKS, AND HIKE & BIKE PATH LOCATIONS. THE INDIVIDUAL USES, THAT ARE SHOWN ON THE PDD SITE PLAN WITHIN THE LOTS THAT ARE DESIGNATED FOR GENERAL COMMERCIAL USE, MAY CHANGE SUBJECT TO MARKETING CONDITIONS.

4.1. A FOUR-FOOT-WIDE (OR FIVE FEET, IF DESIRED) PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG THE MAPLE STREET FRONTAGE OF LOT 1, BLOCK 1, SECTION ONE-A, BETWEEN LINCOLN LANE AND SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND, BY THE OWNER, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR SECTION ONE-A.

4.2. A FOUR-FOOT-WIDE PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG BOTH SIDES OF LINCOLN LANE, EXCEPT WHERE THERE WILL BE A HIKE AND BIKE TRAIL AS SHOWN ON THE PLANNED DEVELOPMENT DISTRICT DEVELOPMENT PLAN DRAWING, BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

5. A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED BY THE SUBDIVIDER, PRIOR TO RECORDATION OF THE FINAL PLAT AS FOLLOWS:

(A) ALONG THE SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND FRONTAGE OF SECTION ONE-B, AS SHOWN ON THE PLANNED DEVELOPMENT DISTRICT PLAN DRAWING, AND

(B) IN OTHER LOCATIONS (EXCEPT FOR SECTION ONE-A), AS ILLUSTRATED BY EASEMENT ON THE PRELIMINARY PLAT AND PDD DEVELOPMENT PLAN DRAWINGS, EXCEPT WHERE ALREADY CONSTRUCTED.

6. A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND FRONTAGE OF SECTION ONE-A AS SHOWN ON THE PLANNED DEVELOPMENT DISTRICT PLAN DRAWING PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON THE LOT. A PUBLIC ACCESS EASEMENT SHALL BE ADDED TO THE LOT OF SECTION ONE-A, SHOULD THE CONSTRUCTION OF THE HIKE AND BIKE TRAIL IN THE RIGHT-OF-WAY OF SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND NOT BE FEASIBLE.

7. THE FINISHED FLOOR ELEVATION OF EACH BUILDING WILL BE A MINIMUM OF 1 FOOT ABOVE THE HIGHEST ADJACENT CURB OR THE FINISH GRADE OF THE GROUND SURFACE AT THE PERIMETER OF THE BUILDING WILL HAVE POSITIVE GRADE SLOPING AWAY FROM THE BUILDING (OR SHALL BE PROVIDED WITH DRAINAGE SWALE ADJUSTMENT) SUCH THAT THE STRUCTURE DOES NOT FLOOD.

8. THE HEIGHT OF ALL BUILDINGS WILL NOT EXCEED 60 FEET.

9. ALL SIGNS WILL COMPLY WITH THE CITY OF LOCKHART SIGN ORDINANCE.

10. ALL NON-RESIDENTIAL DEVELOPMENT SITES AND ENCLOSED BUILDINGS (OTHER THAN RESIDENTIAL DWELLINGS AND RESIDENTIAL OR AGRICULTURAL ACCESSORY BUILDINGS) IN MAPLE PARK ARE SUBJECT TO THE CITY OF LOCKHART APPEARANCE STANDARDS FOR OUTDOOR SITE DEVELOPMENT AND EXTERIOR BUILDING DESIGN IN EFFECT ON THE DATE OF APPROVAL OF THIS PDD DEVELOPMENT PLAN. IF THERE ARE TWO OR MORE BUILDINGS ON THE SAME SITE, THEIR APPEARANCE SHOULD BE CONSISTENT WITH REGARD TO THESE FEATURES. BUILDINGS 300 SQUARE FEET OR LESS IN GROSS FLOOR AREA ARE EXEMPT FROM THESE STANDARDS.

11. BUILDINGS SETBACKS, FOR LOTS WITHIN THE GENERAL COMMERCIAL DISTRICT, ARE AS FOLLOWS: FRONT = 25 FEET; INTERIOR SIDE = 5 FEET; CORNER SIDE = 10 FEET; REAR = 20 FEET. FOR THE MULTI-FAMILY DISTRICT, THE SETBACKS FOR LOT 1, SECTION THREE-A ARE: FRONT = 20 FEET; REAR = 20 FEET; AND STREET SIDE (LINCOLN LANE) = 15 FEET, AND SIDE (WITHOUT STREET) = 15 FEET. THE SETBACKS FOR LOT 1, SECTION THREE-B ARE: FRONT = 15 FEET; REAR = 25 FEET; AND SIDE = 15 FEET AT SOUTH AND 20 FEET AT NORTH.

12. A FEE IN-LIEU OF PARKLAND IMPROVEMENTS, IN THE AMOUNT OF \$20,000.00, WAS PAID BY THE SUBDIVIDER TO THE CITY, PRIOR TO THE RECORDING OF THE FINAL PLAT FOR SECTION THREE-A.

13. ALL PROPOSED OUTDOOR LIGHTING SHALL BE DARK-SKY COMPLIANT AND COMPLY WITH THE CITY OF LOCKHART CODE OF ORDINANCES.

14. FOR THE PURPOSES OF THIS PDD DEVELOPMENT PLAN, THE LAND USE LABELED **GENERAL COMMERCIAL** SHALL MEAN THE USES LISTED BELOW FOR SECTION ONE-A:

- DRIVE-IN CONVENIENCE STORE AND RESTAURANT WITH FUEL SERVICES FOR BOTH NON-COMMERCIAL AND COMMERCIAL VEHICLES.
- USES LISTED IN SECTION ONE-B.

FOR SECTION ONE-B:

- HOTEL
- EATING ESTABLISHMENTS OF ANY TYPE, INCLUDING ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES.
- RESTAURANTS AND DRIVE-IN CONVENIENCE STORES WHICH PROVIDE GOODS AND SERVICES PRIMARILY WITHIN THIS DISTRICT.
- MIXED-USE BUILDING.
- FINANCIAL INSTITUTION WITH DRIVE-UP SERVICE.
- RETAIL STORES, INCLUDING SALE OF VEHICLE FUEL AND/OR ALCOHOLIC BEVERAGES.
- WAREHOUSING FOR LOCAL SALES AND DISTRIBUTION.
- SELF-STORAGE WAREHOUSE FACILITY.

15. FOR THE CONVENIENCE STORE (LOCATED ON LOT 1, SECTION ONE-A, GENERAL COMMERCIAL DISTRICT) THE FOLLOWING RESTRICTIONS AND BONUS FEATURES APPLY.

RESTRICTIONS:

MAXIMUM PARKING SPACES: THE PROPERTY SHALL HAVE NO MORE THAN FIFTEEN (15) DESIGNATED PARKING SPACES SUITABLE FOR 18-WHEELER TRUCKS. THERE WILL BE NO PAID PARKING PROVIDED AT THIS LOCATION AT ANY TIME.

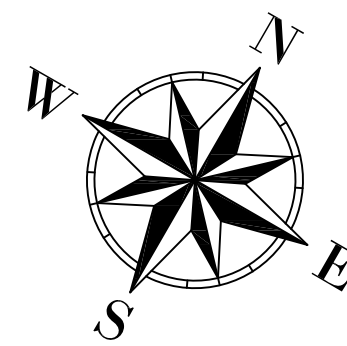
SECURITY CAMERAS: SECURITY CAMERAS MUST BE INSTALLED AND MAINTAINED BETWEEN THE TRUCK PARKING SPACES TO ENSURE SAFETY AND SURVEILLANCE.

PROHIBITION OF SHOWERS: NO SHOWER FACILITIES SHALL BE PERMITTED ON THE PROPERTY.

PROHIBITION OF LOUNGE AREAS: NO LOUNGE OR REST AREA FACILITIES FOR TRUCK DRIVERS SHALL BE CONSTRUCTED OR OPERATED ON THE PROPERTY.

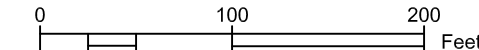
LANDSCAPING – BONUS FEATURES:

- INTEGRATED PLANTER OR WING-WALLS THAT INCORPORATE LANDSCAPE OR SEATING AREAS.
- ARCHITECTURAL FEATURE: DECORATIVE TILE WORK INTEGRATED INTO EACH EXTERIOR WALL FACING AN ABUTTING STREET.
- THE USE OF AT LEAST TWO DIFFERENT FINISH MATERIALS ON ALL EXTERIOR WALLS VISIBLE FROM ANY ABUTTING STREET, WHEREBY EACH MATERIAL COVERS AT LEAST 30 PERCENT OF THE VISIBLE WALL AREA, EXCLUDING THE CUMULATIVE AREA OF WINDOWS AND DOORS.
- THERE WILL BE ONE OR MORE OUTDOOR COURTYARDS OR PATIOS CONTAINING SEATING FACILITIES AND ONE OR MORE AMENITIES SUCH AS LANDSCAPING, SHADE, ARBOR, OR FOUNTAIN.
- ALL PARKING LOTS LOCATED NO CLOSER TO ANY ABUTTING STREET THAN ANY WALL OF THE MAIN BUILDING.
- AT LEAST TEN PERCENT OF THE SITE AREA LANDSCAPED WITH VEGETATIVE GROUNDCOVER OR XERISCAPING, WHERE THE SITE AREA IS DEFINED AS THE LOT OR PARCEL, OR PORTION THEREOF WITHIN THE BOUNDARY OF THE DEVELOPED AREA, AS INDICATED ON THE SITE PLAN FOR THE USE OR USES RECEIVING BONUS FEATURE CREDIT.
- IF THE OWNER IS NOT REQUIRED TO PLACE THE SCREENING WALLS, THEN THE OWNER WILL ADHERE TO THE FOLLOWING REQUIREMENT: EVERGREEN SHRUBBERY HAVING A MATURE HEIGHT OF AT LEAST FOUR FEET, LANDSCAPED EARTH BERM, DECORATIVE WALL, OR A COMBINATION THEREOF, AT LEAST FOUR FEET HIGH AS MEASURED FROM THE PARKING LOT SURFACE, AND HAVING AN OPACITY OF AT LEAST 60 PERCENT, ALONG THE FRONTAGE OF ALL PARKING LOTS ABUTTING A STREET. SHRUBBERY MAY BE AT LEAST THREE FEET HIGH WHEN PLANTED OR, IF IRRIGATED, MAY BE TWO FEET HIGH WHEN PLANTED.



PLANNED DEVELOPMENT DISTRICT (PDD) DEVELOPMENT PLAN

SCALE: 1" = 100'



STREET LIGHT

HIKE AND BIKE TRAIL

SIDEWALKS

PAVEMENT

STORM-WATER PONDS & DRAINAGE EASEMENTS

GREENSPACE

MULTI-FAMILY RESIDENTIAL BUILDING

GENERAL COMMERCIAL

PARKLAND/STORM-WATER DETENTION

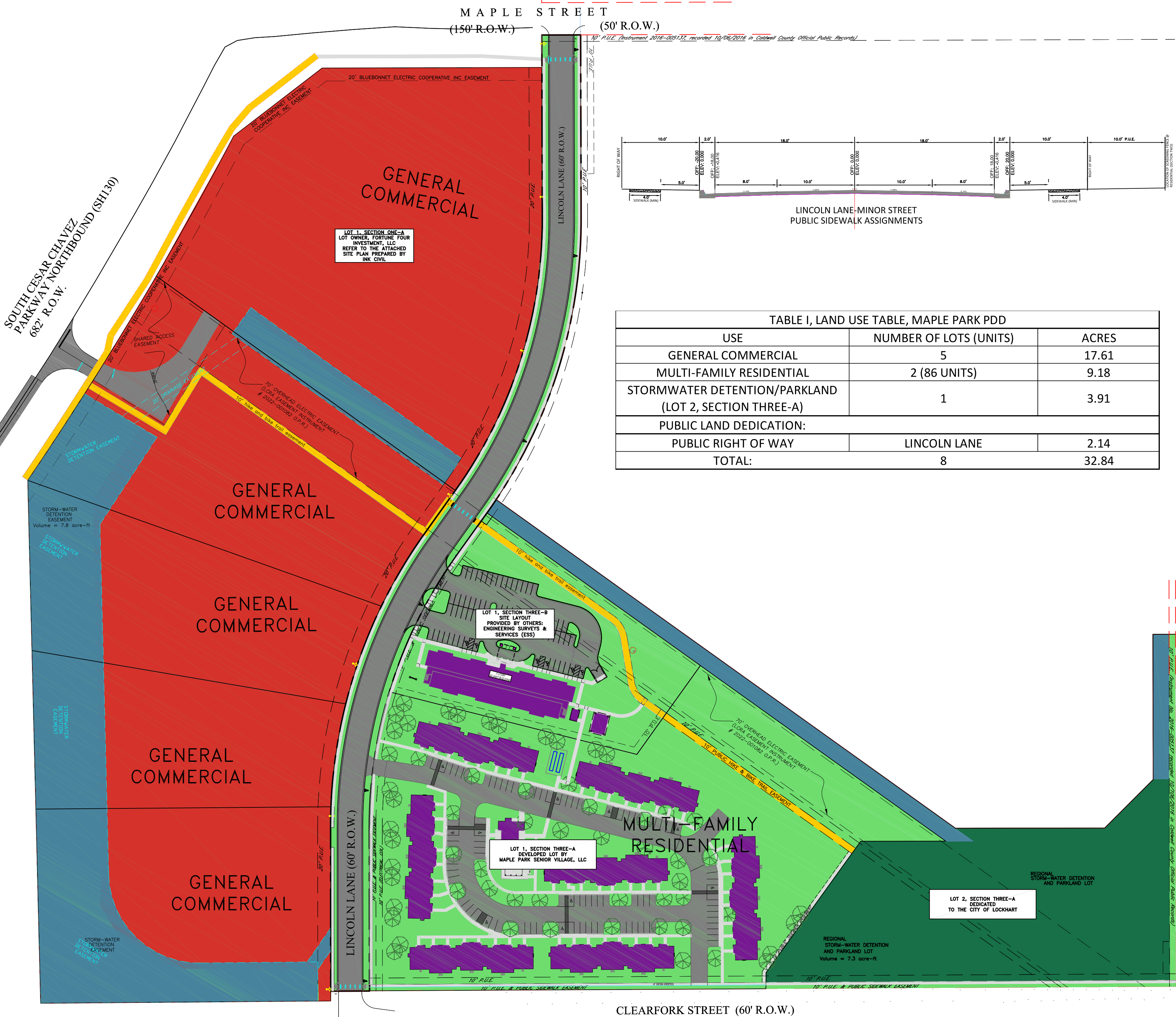


TABLE I, LAND USE TABLE, MAPLE PARK PDD		
USE	NUMBER OF LOTS (UNITS)	ACRES
GENERAL COMMERCIAL	5	17.61
MULTI-FAMILY RESIDENTIAL	2 (86 UNITS)	9.18
STORMWATER DETENTION/PARKLAND (LOT 2, SECTION THREE-A)	1	3.91
PUBLIC LAND DEDICATION:		
PUBLIC RIGHT OF WAY	LINCOLN LANE	2.14
TOTAL:	8	32.84

MAPLE PARK PLANNED DEVELOPMENT DISTRICT (PDD) DEVELOPMENT PLAN

Gallup Engineering, PLLC

Firm Registration # F-2284
245 W. San Antonio Street, Suite 2104
Lockhart, TX 78646
Office: 512-902-2846
E-Mail: amae@gallupengineering.com

DRAWING INFORMATION

DESIGNED BY: R.A.G.
DRAWN BY: D.C./A.G.
APPROVED BY: R.A.G.
SCALE: VARIES
DATE: 05/14/2025
PROJECT: 99400
PDD: MAPLE PARK
PLOT SCALE: 1:1

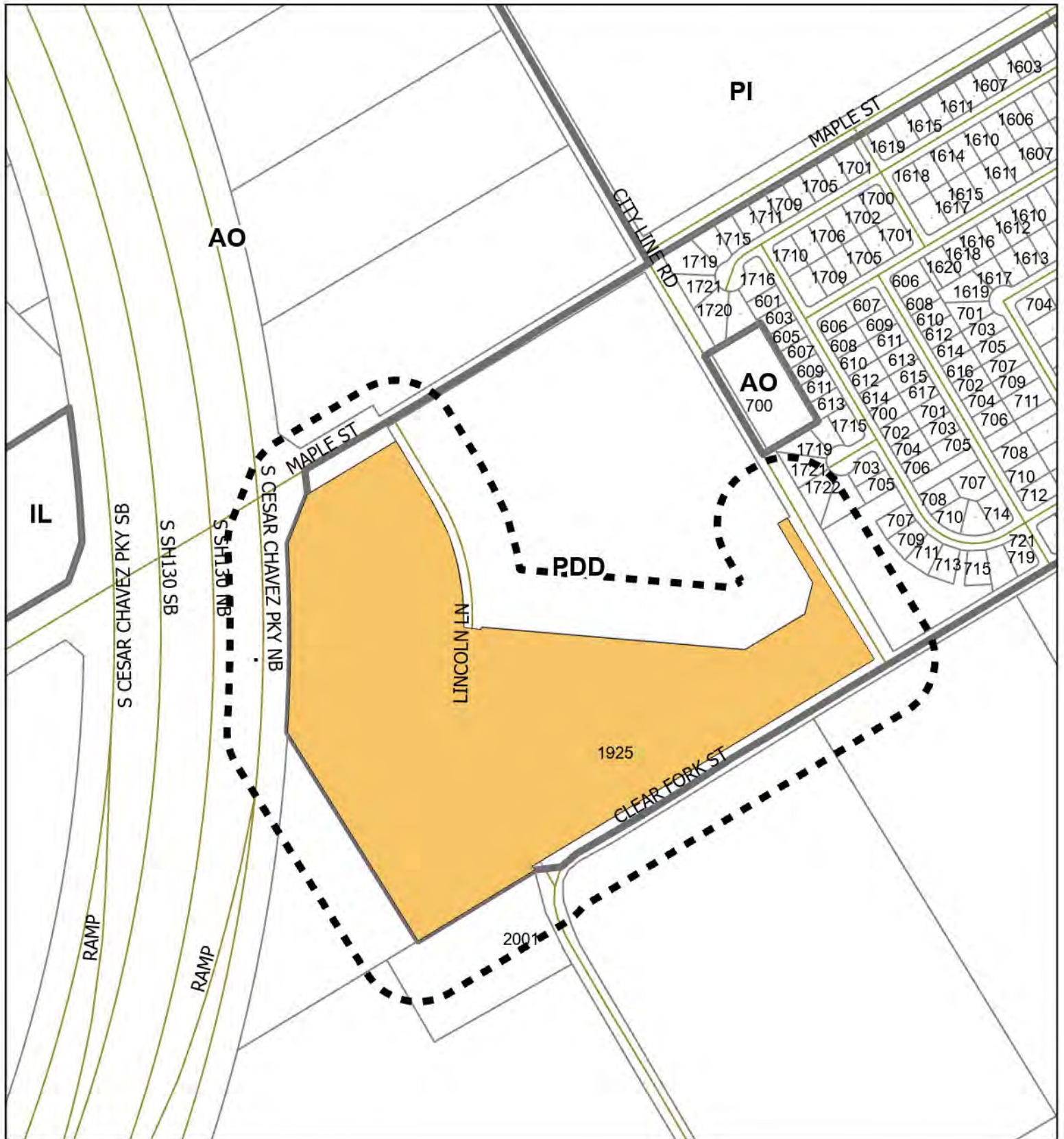
Clear Fork Street/City Line Road/Maple Street
LOCKHART, CALDWELL COUNTY, TEXAS



DRAWING

PDD

SHEET: 1
OF 1



ZC-24-03 & PDD-24-02

PDD TO PDD

700-1000 BLK CITY LINE RD



Scale 1" = 500'



SUBJECT PROPERTY

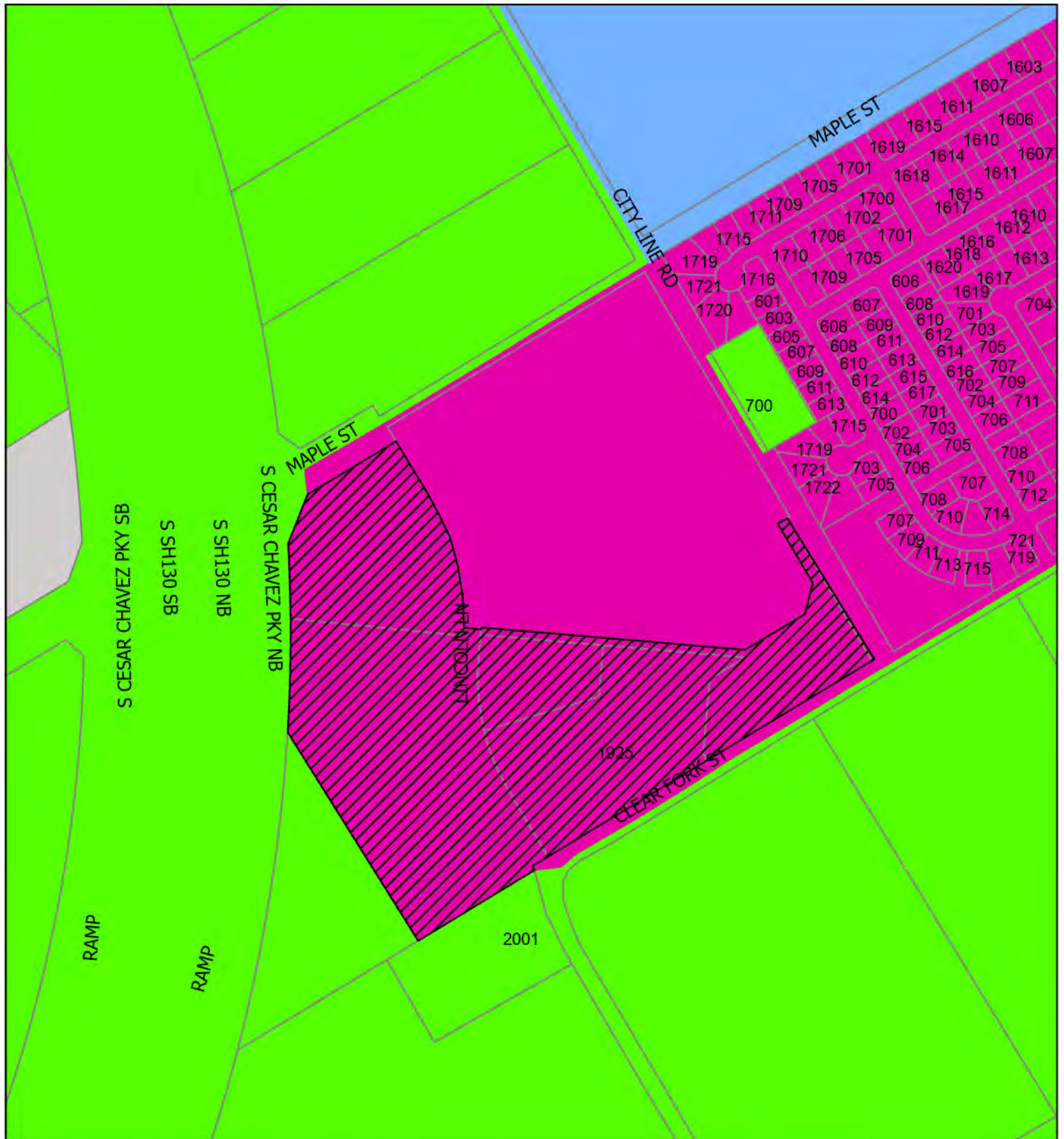


ZONING BOUNDARY



200 FT BUFFER





ZC-24-03 & PDD-24-02

PDD TO PDD

700-1000 BLK CITY LINE RD



Scale 1" = 500'

ZONING

	AO
	IL
	PDD
	PI

CASE SUMMARY

STAFF: David Fowler, AICP. Planning Director

CASE NUMBER: ZC-24-03/PDD-24-02

REPORT DATE: June 18, 2025

PLANNING & ZONING COMMISSION HEARING DATE: June 25, 2025

CITY COUNCIL HEARING DATE: July 1, 2025

REQUESTED CHANGE: PDD to PDD

STAFF RECOMMENDATION: *Denial*PLANNING & ZONING COMMISSION RECOMMENDATION: ***Denial*****BACKGROUND DATA**

APPLICANT(S): JES Development Co., Inc.

OWNER(S): Manumit Investment Group, LLC, Fortune Four Investment, LLC

SITE LOCATION: 1300-1400 Block of South Cesar Chavez Parkway Northbound, 2000 Block of Maple Street, 1900-2000 Block Clear Fork Street,

LEGAL DESCRIPTION: Metes and bounds

SIZE OF PROPERTY: 32.84 acres

EXISTING USE OF PROPERTY: Vacant land, senior housing

LAND USE PLAN DESIGNATION: City Line District

ANALYSIS OF ISSUES

CASE HISTORY: The subject property was rezoned from AO to PDD (Planned Development District) in 2012 concurrently with adoption of the associated development plan for a mixed-use project. In addition, a preliminary plat was approved, and a final plat for Section One consisting of 19.748 acres between Cesar Chavez Parkway and the proposed new Lincoln Lane was approved in February 2013. In 2017 the owner subsequently proposed to change some land uses, the most significant of which was replacing the previous area designated as apartments to 103 small single-family homes lots that were on smaller lots than the typical SF-2 development type found in most residential subdivisions. That change resulted in a revised preliminary plat as well as the zoning change from the original PDD to the revised PDD, which was approved by the City Council in July 2017 along with concurrent revisions to the associated PDD development plan. The uses on the 2017 plan, in addition to the smaller lot single-family residential area, included offices, office-warehouses, retail specialty stores, a gas station, five restaurants, a hotel, and self-storage warehousing. In 2018, the owner proposed another change which altered the preliminary plat as well as the PDD Development Plan and required rezoning from the previous PDD to the revised PDD. The area designated for office/warehouse buildings was changed to two lots containing a total of 72 multifamily dwelling units, with one of the lots containing 48 units intended for senior housing, and the number of single-family lots was reduced to 100. The other uses remained the same. In 2019, the owner successfully applied to increase the total number of multifamily units to 86, including a minor increase in the number of units intended for senior housing to 56.

REASON FOR REQUESTED CHANGE: In January 2024, the applicant filed an application with the intent to construct a travel plaza/convenience store use at the southeast corner of Maple Street and Cesar Chavez/SH 130. This application was not advanced for several months due to both incompleteness and lack of signatures from the required land owners. Combined with other recent changes in the area, the intended development of the area requires a revision of the PDD for several reasons:

- 1) As the Truck Stop or Travel Plaza use (labeled a convenience store in most recent submissions) was not a permitted use in Chapter 64 of the Lockhart Code of Ordinances at the time of passage of the last revision of the PDD, the PDD must be revised to allow the new proposed land use.
- 2) The 2019 and earlier version of the PDD did not depict direct driveway access to Cesar Chavez Parkway/SH 130 frontage road.
- 3) The proposed location of the driveway entrance to the site along Cesar Chavez also affects the trail to be located along SH 130, exposing trail users to traffic entering the site after exiting SH 130 northbound using the Maple Street exit.
- 4) With the approval of ZC-24-09/PDD 24-04 on March 4, 2025, 23.395 acres at the southwest corner of City Line Road and Maple Street have been removed from the previous boundaries of the PDD, removing the former single-family area and one of the commercial areas. The area that was removed is now part of a separate PDD in which a build-to-rent townhouse development will be constructed.

The revised version of the PDD development plan no longer contains the area at the southwest corner of City Line Road and Maple Street. The new PDD covers 32.84 acres, down from the 56 acres the previous version of the PDD covered. As such, the revised PDD no longer contains any single-family housing. The light-medium commercial and general commercial areas that were located along the south side of Maple Street east of Lincoln Lane in the past versions of the PDD are also removed with the loss of the area covered in PDD 24-04 from the Maple Mark PDD. The existing senior housing northeast of the intersection of Clearfork Street and Lincoln Lane remains, as does the planned second phase of the senior housing development, to be located immediately north of the existing housing, to be accessed from Lincoln Lane.

The general commercial area west of Lincoln Lane that was included in previous versions of the PDD returns to this version of the PDD with two significant changes:

- 1) The general commercial use is now expanded to include the “Convenience Store” (Travel Center in previous submissions) use, in the northern Section One-A. The Convenience use is defined as having hospitality, fuel and service facilities, truck parking, restaurant and other food and beverage services, fuel pumps, and other retail shop offerings. The Convenience Store use as defined is the most recent submission distinguishes itself from the previously-allowed gas station use by having truck parking. After discussions with City staff, elected officials and nearby residents, the proposed convenience store use no longer allows for trucker-only facilities such as showers, beds, and eating facilities not open to the general public, which would have made the site decidedly a travel center/truck stop. The proposed convenience store use still does allow for truck parking, however. In response to concerns from nearby residents, the applicant proposes requiring the truck parking area to be served with cameras that will be placed between each parking space. Additionally, the truck parking area has been placed at the southern end of the convenience store site, so it will not abut any residential areas. To meet the City’s updated PDD standards, the PDD Plan includes a conceptual site plan set showing the layout of the proposed convenience store site, including building elevations, location of two fuel canopies, landscaping and the location of both passenger vehicle and truck parking.
- 2) The overall traffic circulation layout of the PDD has been significantly altered to allow for direct entry to the site from SH 130/Cesar Chavez Boulevard. This driveway appears to be designed to access the Convenience Store parcel and the parcel immediately to the south, which is envisioned as a possible site for a hotel. This site access differs greatly from previous versions of the PDD, which did not have driveway access to SH 130 and instead were designed around the internal areas of the site being served by Lincoln Lane. This driveway entrance was granted by the TxDOT Bastrop office, who were unaware that the driveway location had not been approved

in the existing and previous versions of the PDD. This proposed change not only significantly alters the overall vehicular circulation pattern for the development, it also creates a potential point of conflict with the trail system along the east side of SH 130/Cesar Chavez. In the PDD drawing one can see that despite also having an east-west trail leg that connects Cesar Chavez to Lincoln Lane, the plan also shows the trail along Cesar Chavez continuing north towards Maple Street, crossing the proposed driveway entrance from Cesar Chavez. Staff does not recommend this potentially dangerous conflict for approval, instead recommending that the trail segment north of the driveway be relocated to the east side of Lincoln Lane. The applicant has opted to leave the trail in place north of the driveway entrance, stating that staff's preferred relocation of the trail is no longer possible due to the property on the east side of Lincoln Lane being removed from the Maple Park PDD. Staff believes that their preferred option could potentially be achieved in collaboration the owners of the One Living PDD on the east side of Lincoln Lane.

PLANNED DEVELOPMENT DISTRICT STANDARDS

In addition to the changes above, the PDD plan contains a separate document covering other standards for the proposed PDD. The document details the other standards as required in the City's PDD ordinance, including lighting, landscaping, building height, architectural, setbacks and other key factors. With very few exceptions, the standards other than allowing the Convenience Store use are identical to City standards as seen in the CHB Commercial Heavy business and RHD Residential High Density Districts.

SURROUNDING LAND USES

	Existing Use	Zoning	Land Use Plan
North	Vacant land, junior high school	AO, PI	City Line District, Regional Corridor
East	Vacant land, single-family residential	PDD	City Line District, Regional Corridor/Mid-density Infill
South	Vacant land, scattered homes	AO	State Park District, Low Density Residential
West	SH-130, vacant land	AO	City Line District, Regional Corridor

TRANSITION OF ZONING DISTRICTS: Because PDD is not a conventional zoning classification, the basis for comparison to other zoning districts must be the development plan. The proposed PDD revision arguably creates a higher-intensity use at the PDD's northeast corner, with the proposed location of a travel center/convenience store in that area. This section of the PDD would be separated from existing neighborhoods and the nearby school by the rental housing development to be built along the west side of City Line Road.

ADEQUACY OF INFRASTRUCTURE: Access is available from Clear Fork Street, City Line Road, Maple Street, and Lincoln Lane, the internal street that is expected to start construction. The applicant is constructing Lincoln Lane to City standards. Utility lines and drainage facilities are in place, and sidewalks will be constructed as the individual phases of the subdivision are developed.

POTENTIAL NEIGHBORHOOD IMPACT: The proposed mix of uses will likely add traffic on the abutting streets, but the amount has not been quantified through a traffic study. Since the proposed driveway entrance on SH 130/Cesar Chavez Boulevard only would serve northbound traffic, visitors to the travel center/convenience store from southbound SH 130 would need to use Maple Street and Lincoln Lane, including track traffic. This could potentially be disruptive to the planned residential development to the east of Lincoln Lane as well as to Lockhart Junior High traffic during peak school traffic hours. Other

impacts such as noise and night lighting would be expected to occur primarily in association with the proposed commercial uses on the west side of the development, along Cesar Chavez Parkway (SH-130) where it would potentially affect the planned residential development east of Lincoln Lane and the existing single-family neighborhood east of City Line Road. The included site plan shows several shade trees planned along the western frontage of Lincoln Lane to soften the appearance of the travel center/convenience store site and screen the truck parking area.

FORM AND CONTENT: The PDD development plan conforms to all minimum requirements for form and content requirements for a PDD submission. The travel center/convenience store has not been reviewed for adequate turn radii for truck movements on site.

CONSISTENCY WITH COMPREHENSIVE PLAN: The PDD development plan indicates a mixture of land uses, all of which are generally consistent with the City Line District and Regional Corridor area of the Future Growth Scenario map in the 2024 Lockhart Looking Forward Comprehensive Plan. Despite the general consistency with the plan, any proposed land use change should be evaluated for its impact on nearby residents, institutional uses, and other contextual factors. The major conflict with the current and previous iterations of City comprehensive Plans is the location of a major highway entrance that crosses a segment of the trail system that has long been planned. As stated elsewhere in this report, if the entrance from northbound SH 130 is to be included as proposed, staff recommends relocation of the segment of the trail north of the driveway entrance to avoid potentially dangerous interaction between cyclists and pedestrians and the truck traffic that would be entering the site from the freeway exit.

ALTERNATIVE CLASSIFICATIONS: The most obvious alternative classification would be to leave the existing PDD in place. Alternatively, rezoning to individual conventional zoning districts would potentially be possible for the commercial lots and multifamily residential area. The proposed travel plaza use would require an SUP if the proposed site of that use were to be zoned to Commercial Heavy Business.

RESPONSE TO NOTIFICATION: City staff and elected officials have been contacted numerous times regarding the project following a real estate sign stating that a travel plaza was coming to the site appearing in 2024. Several residents of the Meadows at Clearfork neighborhood have stated their objection to the travel plaza use in a location that is near both their neighborhood and Lockhart Junior High School, stating concerns over light pollution, noise, and criminal activity that could result from the use. This opposition to the project has included statements made during citizen comment items at prior City Council meetings. Ten nearby residents, mostly from the Meadows at Clearfork neighborhood, spoke in opposition to the truck-oriented aspects of the proposed convenience store use at the June 25, 2025 Planning and Zoning Commission meeting.

RECOMMENDATION: The Planning and Zoning Commission voted 4-0 against the proposed PDD revision at their June 25, 2025 meeting. City staff does not recommend approval of the changes to the Maple Park PDD as submitted, due to the conflict of the proposed driveway entrance with the planned trail along the east side of the SH 130 access road. City staff also believes that the driveway entrance to the site along Cesar Chavez could be dangerous due to the short distance from the end of the Maple Street Exit ramp and the location of the driveway, especially since the site is being designed to attract 18-wheel trucks. While TxDOT approved the driveway permit for the entrance from SH 130, they stated that they did not take the types and mix of vehicles potentially entering the site into account. Similarly, the level of opposition that staff has received to the travel center use (as originally named) suggests that the part of the site at the corner of Maple Street and Cesar Chavez being developed as a convenience store/gas station oriented to Lincoln Lane traffic as originally intended would have a much lower impact on the surrounding neighborhoods and schools.

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INTRODUCTION

SUMMARY

PROJECT LOCATION AND DESCRIPTION

Maple Park is located within the western city limits of Lockhart, Texas at the intersection of SH130 and Maple Street. The northern corner of the site is located at the southeast intersection of Maple Street and South Cesar Chavez Parkway Northbound (SH130) and approximately 920-feet west from the intersection of Maple Street and City Line Road. The southeast corner of the site is located at the northwest intersection of Clear Fork Street and City Line Road. Refer to Appendix I for the location of Maple Park within the city of Lockhart.

For this PDD amendment refer to Appendix 3 for the PDD Development Plan, which shows the layout of the zoning districts described within this document. The project boundary is 32.84 acres as provided by metes and bounds description provided in Appendix 2 to this document. The Preliminary Plat, provided in Appendix 4, shows the lot layout of the 32.84-acre PDD, which consists of Section One-A and Section One-B for the General Commercial District, and, Section Three-A and Three-B for the Multi-family District.

SITE HISTORY

Prior to the development of Maple Park, the historical use of the property was primarily agricultural. The planned use of the property has been mixed use (commercial and residential) with PDD zoning approval by the Lockhart City Council on July 3, 2012. The PDD zoning for Maple Park currently consists of a boundary area of 56.29 acres, which has undergone several revisions with the last PDD zoning approval by City Council being August 6, 2019. Minor revisions were made to the PDD which were approved by the Lockhart Planning and Zoning Commission on January 22, 2020, which did not require a zoning amendment or approval by Lockhart City Council.

EXISTING USES/ZONING

The Maple Park Planned Development District is partially developed with multi-family residential apartment buildings for senior living located on Lot 1 of Section Three-A and an open space/regional stormwater detention area of Lot 2, Section Three-A. Lot 2 of Section Three-A is dedicated to the city of Lockhart.

SURROUNDING USES

The surrounding land is generally vacant (agricultural), residential or public institutional. North of Maple Street, the land area is vacant and used for agricultural

purposes; Northeast of the intersection of Maple Street and City Line Road is the location of the Lockhart High School ; East of City Line Road, the area is developed as a single-family residential subdivision; South of Clear Fork Street, the area is generally vacant and used for agricultural or single-family home; South Cesar Chavez Parkway Northbound (SH130) is located on the West of the property.

DEVELOPMENT PLAN

LAND USE PLAN

PROPOSED USES AND DENSITY

Maple Park is a 32.84-acre mixed use development featuring General Commercial development on the west side along South Ceasar Chavez Parkway Northbound (SH130) and Multi-Family Residential development located at the east side of Lincoln Lane. Maple Park is split by Lincoln Lane, a minor commercial street. Refer to Appendix 3 for the PDD Development Plan.

Table I, Land Use Table, Maple Park PDD (provided below) lists the anticipated number of dwelling units and anticipated gross acreages by base zoning district and land use category.

TABLE I, LAND USE TABLE, MAPLE PARK PDD		
USE	NUMBER OF LOTS (UNITS)	ACRES
GENERAL COMMERCIAL	5	17.61
MULTI-FAMILY RESIDENTIAL	2 (86 UNITS)	9.18
STORMWATER DETENTION/PARKLAND (LOT 2, SECTION THREE-A)	1	3.91
PUBLIC LAND DEDICATION:		
PUBLIC RIGHT OF WAY	LINCOLN LANE	2.14
TOTAL:	8 (86 UNITS)	32.84

PHASING PROGRAM

The development of the PDD relies on the installation of the public infrastructure to service the property such as water, wastewater, roadways, and electricity. The water and wastewater utility has been installed for the project and the next phase of the project will consist of the installation of the following public improvements to include the construction of Lincoln Lane, the underground electrical distribution, and stormwater drainage infrastructure and detention. After the public installation is accepted by the city of Lockhart, development platting can occur then building permits can be issued for the current projects in Section One-A and Section Three-B. Site development is generally not phased since the lots are purchased by developers and owners of differing entities. In tandem with the construction of the public improvements, the SH130 driveway access will be constructed to TXDOT and SH130 Concession Company requirements. This SH130 driveway is a secondary access point to Section One-A and One-B.

BENEFITS AND ADVANTAGES

Maple Park is a neighborhood plan with interconnecting sidewalks, as well as hike and bike trails that connect to open spaces and commercial uses located within the district for the enjoyment of the community.

The current proposed PDD plan includes additional restrictions and requirements, above normal commercial zoning. By adding these additional restrictions and requirements it inherently makes the forthcoming lots and building designs superior. In addition, the plan has created parkland and green space for the city. The current owners within the PDD have made a monetary contribution to enhance the parkland areas and are extending the hike and bike trail to the parkland and adding additional sidewalks for enhanced pedestrian connectivity between the residential and commercial uses and the parkland.

The plan also includes constructing a new city street, Lincoln Lane. The roadway section of Lincoln Lane exceeds the city standard for a minor street, having a 60-foot wide right of way and a 40 feet wide travel section (back of curb to back of curb).

Finally, the plan adds a direct driveway connection to SH130 keeping highway traffic contained within the general commercial use areas along the highway and reducing traffic on city and residential streets.

SERVICES AND INFRASTRUCTURE

WATER AND WASTE WATER

In 2017, water and wastewater utilities were constructed for the development. The extension of wastewater was made to the existing city of Lockhart wastewater system located approximately 2,575 feet east of City Line Road on Clear Fork Street. A 12-inch wastewater main (oversized for future connection north of Maple Park) was installed along Lincoln Lane and parallel to the LCRA easement for a total length of 4,747 feet.

A 10-inch water main (1,586 feet) is located along Lincoln Lane connecting to a 12-inch main located at Maple Street and to an 8-inch main located within Clear Fork Street. The 8-inch main (1,355 feet) was constructed during the development of Section Three-A and connects to the 12-inch main located on City Line Road.

OTHER UTILITIES AND SERVICES

The electrical distribution for Section One-A, One-B, Three-A, and Three-B will connect to the underground electrical distribution system installed within the Lincoln Lane right of way. The construction of the electrical distribution will comply with the Construction Plans that were reviewed and approved by the City Engineer on September 4, 2024.

STORMWATER DETENTION

Stormwater detention facilities are provided regionally. The stormwater detention facilities are designed to conform to the City of Lockhart drainage and flood control ordinance, Chapter 22.

Section One-A and One-B: Stormwater detention facilities are provided in drainage easements located within the Sections as defined by recorded plat and separate instrument. The stormwater detention is designed for the following impervious condition of each lot as follows:

- a. Lot 1, Block1, Section One-A = 4.46 acres
- b. Lot 1, Block 1 Section One-B = 1.46 acres
- c. Lot 2, Block 1 Section One-B = 1.27 acres
- d. Lot 3, Block 1, Section One-B = 1.50 acres
- e. Lot 4, Block 1, Section One-B = 2.23 acres
- f. Lot 1, Block 1, Section Three-B = 0.35 acres (partial lot development)

Section Three-A and Three-B: Stormwater detention facilities are provided in Lot 2, Section Three-A. The stormwater detention is designed for the following impervious conditions as follows:

- a. Section Three-A and Three-B = 4.03 acres
- b. Additional Impervious Cover from Adjoining Property located North the Lot 2, Section Three-A = 14.27 acres (proposed with additional stormwater detention required)

TRANSPORTATION

- Circulation of traffic via primary access will occur via Lincoln Lane for Section Three-B, Section One-A and Section One-B.
- Circulation of traffic via secondary access will occur onto Lincoln Lane for Section Three-A.
- Circulation of traffic via secondary access will occur via the SH130 major commercial driveway access for Section One-A and Section One-B.
- Circulation of traffic to the SH130 major commercial driveway from Section One-A, will occur via a shared access easement located within Section One-B.

STREET DESIGN

- All public streets built within the Maple Park PDD shall be built to the City of Lockhart Construction Standards in effect on the submittal date of this PDD. The construction of Lincoln Lane will comply with the Construction Plans that were reviewed and approved by the City Engineer on September 4, 2024.
- Regarding the shared access easement located on Section One-B, providing access to Section One-A, the access will be constructed to meet the geometric design criteria of projected vehicle types and trips generated by the use. The pavement section will be

designed per the recommendations of a geotechnical engineer. The easement will be maintained by the owner of Section One-A.

- Private access, driveways, and parking lots shall be constructed and maintained per the owner and/or developer's requirements. Developments will allow for public access via fire lanes required by the International Fire Code or Building Code.

MAINTENANCE OF STREETS AND COMMON AREAS

- Lincoln Lane is a public street and will be maintained by the city of Lockhart.
- Lot 1, Section Three A is an open space/parkland/regional stormwater detention facility dedicated to the city of Lockhart and maintained by the city of Lockhart.
- Drainage easements located in Section One-A and One-B are recorded by separate instruments by the property owners and will be maintained by the city of Lockhart.
- The shared access easement on Lot 4, of Section One-B shall be maintained by the lot owners of Section One-A and Section One-B.

DEVELOPMENT REQUIREMENTS

PURPOSE AND INTENT

The requirements of the development serve as the primary mechanism for implementation of the land uses for Maple Park PDD. The regulations contained herein provide an appropriate degree of flexibility to anticipate future needs and compatibility among land uses. For this PDD, specific development standards are established for the General Commercial and Multi-Family Residential base zoning districts.

GENERAL PROVISIONS

All construction and development within the PDD shall comply with the applicable provisions of the City of Lockhart Codes and Construction Standards as of the submittal date, except as modified within this PDD.

If specific development standards are not established or if an issue, condition, or situation arises or occurs that is not clearly addressed or understood in the PDD, then those regulations and standards of the city of Lockhart that are applicable for the most similar issue, condition, or situation shall apply as determined by the Lockhart Planning Director.

The PDD may be amended by the same procedure as it was adopted by ordinance or as otherwise allowed within this PDD. Each amendment shall include all sections or portions of the PDD that are affected by the change.

Whenever a use has not specifically been listed as being a permitted use in a particular zone classification within the PDD, it shall be the duty of the City of Lockhart Planning Director to determine if said use is (a) consistent with the intent of the zone; and (b) compatible with other listed permitted uses.

At the time of site plan, construction plan, or building permit review, plans shall be submitted detailing building placement and other details, which must be in conformance with the PDD design guidelines, as applicable, for residential and/or commercial structures.

Land use designations have been assigned to each area identified on the PDD. Land use schedule provisions include land use designation, average density, maximum units and estimated gross acreages. To ensure the orderly growth of the community, land use areas within the PDD shall be developed with the dwelling counts allowed for each land use designation.

Minor modifications in the boundaries and acreage of planning areas or adjustments because of final access alignments and/or grading or hydrology hazards specified by the city of Lockhart will occur during the technical review in the platting process and shall not require an amendment to the PDD. Maximum dwelling unit counts will not thereby

be affected. The PDD residential dwelling unit maximum for the multifamily district shall be 86 dwelling units.

DEFINITIONS

Convenience Store: Drive-in convenience store and restaurant offering fuel services for both non-commercial and commercial vehicles with truck parking, located at such property, including, restaurant, food and beverage services facilities, fuel pumps, facilities for the storage and distribution of petroleum products, retail shops.

Senior Living: Age-restricted independent community living for seniors.

Submittal Date: January 25, 2024, the day the PDD application was originally submitted to the City for the current revision of the PDD.

Governing Development Regulations: Development of the Property shall be governed by :

- The Maple Park PDD Development Plan;
- the Maple Park PDD District Plan Standards document for the Property adopted in accordance with the Zoning Ordinance;
- The City of Lockhart's Codes and Regulations, dated January 25, 2024, as amended and in effect on the Submittal Date;
- construction plans and final plats for portions of the property that are approved from time to time by the City.
- If it is further agreed and understood that no ordinance or regulation adopted by the City after the Submittal Date shall in any manner impair the rights of the developers of Maple Park under this Agreement provided that (1) any ordinance or regulation exempted by Chapter 245 of the Texas Local Government Code may be enforced on the Property; and (2) ordinances or regulations adopted pursuant to a requirement of State or Federal law may be enforced on the Property.

GENERAL COMMERCIAL DISTRICT

Purpose

The General Commercial District is established to provide commercial uses at the SH130 side of the development. Businesses should use landscaping or other buffering techniques to minimize their impact on the adjacent uses.

General Commercial District: Permitting TXDOT, SH130 Concession Company, or LCRA

Individual owners of property within the Maple Park PDD shall be responsible for notifying state or utility entities regarding changes in use, new and/or revised improvements not covered by the existing permits or no objection letters currently issued. Current permits or “no objection” letters are as follows:

- Major Commercial access driveway On SH130 in Caldwell County located at TRM 0475 -0.166 issued by TXDOT (approved by SH130 Concession Company), July 2, 2024
- No objection letter dated June 28, 2024 concerning “Proposed stormwater line in the right-of-way of LCRA Transmission Services Corporation (LCRA TSC) Electric Transmission Line T601 Clear Fork to Lockhart, 69kV, Easement E00000183-97, Caldwell County, Texas.”

Authorized Uses

For the purposes of this PDD development plan, the land use labeled General Commercial shall mean the uses listed below:

Section One-A:

- Convenience store offering fuel services for both non-commercial and commercial vehicles, drive-in restaurant, drive-in convenience store, and truck parking.
- Uses listed in Section One-B

Section One-B:

- Hotel
- Eating establishments of any type, including on-premise consumption of alcoholic beverages.
- Restaurants and drive-in convenience stores which provide goods and services primarily within this district.
- Mixed-use building.
- Financial institution with drive-up service.
- Retail stores, including sales of vehicle fuel and/or alcoholic beverages.
- Warehousing for local sales and distribution.
- Self-storage warehouse facility.

Lot Development Standards

- Minimum Lot area = 6,000 sq.ft.
- Minimum Lot Dimensions (feet) Width/Depth = 60ft/100 feet
- Maximum Lot Coverage with Structures = 75%

- Minimum Building Setback from Property Line (feet) = Street (25 ft); Interior Side (5 feet); Corner Side (10 feet); Rear (20 feet)

Building Height and Design Requirements

The height of all buildings will not exceed 60 feet.

Off-street Parking Standards, Minimum Requirements:

- General parking standard, 1 per shift person plus 1 per each 300 sq.ft. of floor area
- Warehousing and Self-Storage: 1 space per 2,000 sq.ft. of Gross Floor Area; for office/professional spaces use general parking standard
- Hotel: 1.2 spaces per room

Signage

All signs shall comply with the City of Lockhart Sign Ordinance

Additional Development Standards concerning Lot 1, Section One-A

- Maximum Parking Spaces: The property shall have no more than fifteen (15) designated parking spaces suitable for 18-wheeler trucks. There will be no paid parking provided at this location at any time.
- Security Cameras: Security cameras must be installed and maintained between the truck parking spaces to ensure safety and surveillance.
- Prohibition of Showers: No shower facilities shall be permitted on the property.
- Prohibition of Lounge Areas: No lounge or rest area facilities for truck drivers shall be constructed or operated on the property.

LANDSCAPING – Bonus Features:

- Integrated planter or wing-walls that incorporate landscape or seating areas.
- Architectural feature: Decorative tile work integrated into each exterior wall facing an abutting street.
- The use of at least two different finish materials on all exterior walls visible from any abutting street, whereby each material covers at least 30 percent of the visible wall area, excluding the cumulative area of windows and doors.
- There will be one or more outdoor courtyards or patios containing seating facilities and one or more amenities such as landscaping, shade, arbor, or fountain.
- All parking lots located no closer to any abutting street than any wall of the main building.
- At least ten percent of the site area landscaped with vegetative groundcover or xeriscaping, where the site area is defined as the lot or parcel, or portion thereof within the boundary of the developed area, as indicated on the site plan for the use or uses receiving bonus feature credit.
- If the owner is not required to place the screening walls, then the owner will adhere to the following requirement: Evergreen shrubbery having a mature height of at least four feet, landscaped earth berm, decorative wall, or a combination thereof, at least four feet high as measured from the parking lot surface, and having an opacity of at least 60

percent, along the frontage of all parking lots abutting a street. Shrubbery may be at least three feet high when planted or, if irrigated, may be two feet high when planted.

Concept Plans, Section One-A

Concept plans for the development of Section One-A are provided in Appendix 5.

MULTI-FAMILY RESIDENTIAL DISTRICT

Purpose

The Multi-Family Residential District of this PDD is intended for the development of apartments for senior living on Lot 1, Section Three-A and Lot 1, Section Three-B

Multi-family District: LCRA, No Objection

Individual owners of property within the Maple Park PDD, Multi-Family Residential District shall be responsible for notifying state or utility entities regarding changes in use, new and/or revised improvements not covered by the existing permits or no objection letters currently issued. Current permits or “no objection” letters are as follows:

- No objection letter dated January 29, 2020 concerning “Proposed water utility line, drainage channel and storm water culvert pipes in the right-of-way of LCRA Transmission Services Corporation (LCRA TSC) Electric Transmission Line T601 Clear Fork to Lockhart, 69kV, E00000183-97, Caldwell County, Texas”
- No objection letter dated June 27, 2024 concerning “Proposed pedestrian trail, parking, drive aisle, grading, fire lane signs and landscaping in the right-of-way of LCRA Transmission Services Corporation (LCRA TSC) Electric Transmission Line T601 Clear Fork to Lockhart, 69kV, Easement E0000183-97, Caldwell County, Texas.

Authorized Uses

Permitted uses include multi-family apartments for senior living.

Lot Development Standards

1. Minimum Lot area = 20,000 sq.ft.
2. Minimum Lot Dimensions (feet) Width/Depth = 160ft/126 feet
3. Maximum Lot Coverage with Structures = 50%
4. Minimum Building Setback from Property Line (feet), as follows:
 - a. Lot 1, Section Three-A: front = 20 feet; rear= 20 feet; and street side at (Lincoln Lane) = 15 feet, and side (without street) = 15 feet.
 - b. Lot 1, Section Three-B: front = 15 feet; rear= 25 feet; and side = 15 feet at south and 20 feet at north.

Building Height and Design Requirements

The height of all buildings will not exceed 60 feet.

Off-street Parking Standards

Section Three-A: 85 parking spaces for 56 multifamily units; 10 spaces for the clubhouse, for a total of 95 proposed spaces per Special Exception approved by the Lockhart Zoning Board of Adjustment, October 7, 2019.

Section Three-B: Parking Standards are provided below:

<i>PARKING NOTE</i>		
<u>REQUIRED PARKING</u>		
	30 UNITS @ 2 STALLS PER UNIT	= 60 SPACES
	1 ADDITIONAL STALL PER 4 UNITS	= 8 SPACES
	TOTAL REQUIRED	= 68 SPACES
<u>PROVIDED PARKING</u>		
STANDARD		= 62 SPACES
ACCESSIBLE		= 6 SPACES
	TOTAL PROVIDED	= 68 SPACES
*ALL PARKING SHALL BE UNCOVERED		

Signage

All signs shall comply with the City of Lockhart Sign Ordinance

Concept Plans, Section Three-B

Concept plans for the development of Section Three-B are provided in Appendix 6.

NON-RESIDENTIAL STANDARDS APPLICABLE TO BOTH DISTRICTS

All non-residential development sites and enclosed buildings (other than residential dwellings and residential or agricultural accessory buildings) in Maple Park are subject to the city of Lockhart appearance standards (Section 64-203, Nonresidential appearance standards) for outdoor site development and exterior building design in effect on the date of approval of this PDD development plan. If there are two or more buildings on the same site, their appearance should be consistent regarding these features. Buildings 300 square feet or less in gross floor area are exempt from these standards.

HIKE AND BIKE TRAIL STANDARDS

All hike and bike trails shall be constructed per the city of Lockhart Construction Standards. The following public hike and bike trails will be constructed within the Maple Park PDD:

A TEN-FEET WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED BY THE SUBDIVIDER, PRIOR TO RECORDATION OF THE FINAL PLAT AS FOLLOWS:

(A) ALONG THE SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND FRONTAGE OF SECTION ONE-B, AS SHOWN ON THE PLANNED DEVELOPMENT DISTRICT PLAN DRAWING; AND

(B) IN OTHER LOCATIONS (EXCEPT FOR SECTION ONE-A), AS ILLUSTRATED BY EASEMENT ON THE PRELIMINARY PLAT AND PDD DEVELOPMENT PLAN DRAWINGS, EXCEPT WHERE ALREADY CONSTRUCTED.

A TEN-FEET WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND FRONTAGE OF SECTION ONE-A AS SHOWN ON THE PLANNED DEVELOPMENT DISTRICT PLAN DRAWING PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON THE LOT. A PUBLIC ACCESS EASEMENT SHALL BE ADDED TO THE LOT OF SECTION ONE-A, SHOULD THE CONSTRUCTION OF THE HIKE AND BIKE TRAIL IN THE RIGHT-OF-WAY OF SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND NOT BE FEASIBLE.

STREET STANDARDS

All public streets built within the Maple Park PDD shall be built to the City of Lockhart Construction Standards in effect on the submittal date of this PDD.

Regarding the shared access easement located on Section One-B, providing access to Section One-A, the access will be constructed to meet the projected vehicle types and quantities and will be designed per the recommendations of a geotechnical engineer. The easement will be maintained by the lot owners of Section One-A and One-B.

Private accesses, driveways, and parking lots shall be constructed and maintained by the owner and/or developers requirements. Developments will allow for public access via fire lanes required by the International Fire Code.

PUBLIC SIDEWALK REQUIREMENTS

All sidewalks shall be constructed per the city of Lockhart Construction Standards. The following public sidewalks will be constructed within the Maple Park PDD:

- A four-foot-wide (minimum) public sidewalk shall be constructed along the Maple Street frontage of Lot 1, Block 1, Section One-A, between Lincoln lane and South Cesar Chavez Parkway Northbound, by the lot owners, prior to issuance of a certificate of occupancy for any structure on each lot.
- A four-foot-wide public sidewalk shall be constructed along both sides of Lincoln Lane, except where there will be a hike and bike trail as shown on the Planned Development District Development Plan drawing, by individual lot owners, prior to issuance of a certificate of occupancy for any structure on each lot.

LIGHTING STANDARDS APPLICABLE TO BOTH DISTRICTS

All proposed outdoor lighting shall be dark-sky compliant and comply with the City of Lockhart Code of Ordinances.

STORM WATER DRAINAGE

Drainage Plans and Reports for the development of each lot shall be prepared in accordance with the City of Lockhart drainage and flood control ordinance, Chapter 22 and Subdivision Regulations, Chapter 52, Section 52-80(b) Flood hazard. The finished floor elevation of each building will be a minimum of 1 foot above the highest adjacent curb or the finish grade of the ground surface at the perimeter of the building will have positive grade sloping away from the building (or shall be provided with drainage swale adjustment) such that the structure does not flood .

IMPLEMENTATION

PURPOSE

Development of Maple Park will be implemented in conformance with the regulations and guidance contained within the PDD Development Plan, the PDD Development Standards, the city of Lockhart Codes and Regulations, and other further agreements. This section outlines the procedures for administration of the provisions contained herein and the phasing plan for the development of Maple Park.

PHASING PROGRAM

The primary intention of a phasing program is to relate infrastructure requirements to site development. Phasing of the development of Maple Park is reliant on the installation of adequate infrastructure to serve the development.

The platting of the lots within Maple Park are dependent upon (1) the installation of the public improvements within the Lincoln Lane right of way to include roadway, electrical distribution, and drainage improvements; and (2) the installation of the stormwater detention facility defined by drainage easements identified on the Preliminary Plat and Final Plat within Section One-A and One-B. [The plans and final plat for the construction of these improvements by the Planning and Zoning Commission on October 9, 2024].

The platting of the lots within the General Commercial District is also reliant on the secondary access to South Cesar Chavez Parkway Northbound [The driveway permit for the construction of a Major Commercial access driveway approved by TXDOT and the SH130 Concession Company on July 2, 2024]

The Maple Park PDD allows for flexibility in project site development because the actual sequence of development may be affected by numerous factors not now predictable including modifications to the Land Use due to final engineering processes, owner preferences/requirements or changes in the economy or market.

GENERAL ADMINISTRATION AND AMENDMENTS

The PDD shall be administered and enforced by the City of Lockhart Planning Department, in accordance with the provisions of the City of Lockhart Codes and Regulations. If there is a conflict in city ordinances, Section 64-199(g) will apply.

In addition to the administrative amendments or changes allowed by the city of Lockhart Codes and Regulations, the following changes to explicit provisions in the Maple Park PDD may be made administratively by City Staff, subject to appeal to the Planning and Zoning Board and, subsequently, the City Council:

- The addition of new information to the Maple Park PDD maps or text that does not change the effect of any regulations or guidelines.
- Changes to the community infrastructure, i.e., drainage, water or wastewater systems, which do not have the effect of increasing or decreasing capacity in the Maple Park PDD area or substantially changing the PDD Development Plan.
- The determination that a use be allowed which is not specifically listed as permitted but which may be determined to be similar in nature to those uses explicitly list as permitted.

The PDD shall be implemented through the submittal, review, and approval of plats, site construction plans, and building permits. These permit applications shall be considered for approval subject to conformance with the City of Lockhart Codes and Regulations, the PDD Development Plan, and The PDD Development Standards.

All proposed projects within the Maple Park PDD shall be required to have an administratively approved site plan and recorded final plat prior to issuance of building permits or concurrent with subdivision construction, specific use permits or any other permit for the property. The site plan review procedure is necessary for the following reasons:

- To ensure consistency with the Maple Park PDD and all implementing ordinances
- To promote the highest contemporary standards of the site
- To adapt to specific or special development conditions that occur from time to time while continuing to implement the Maple Park PDD and Development Standards.
- To facilitate complete documentation of land use entitlements authorized and the conditions pertinent thereto.
- To adapt to changes that may occur with respect to the circumstances under which the project is undertaken.

Site construction plans and drainage report will be submitted for the site development application for City review and comment.

Applicants should ensure that they have obtained a copy of the Maple Park PDD and Development Standards.

Upon determination by the Planning Director that a site plan complies with the provisions of the Maple Park PDD and Development Standards, City staff shall issue the building permits in accordance with the approved site plan.

Major, non-exempt, amendments to the Maple Park PDD and development Standards may be accomplished as necessary in the same manner it was adopted by ordinance.

APPENDIX 1
SITE LOCATION MAP

APPENDIX 2
LEGAL DESCRIPTION
MAPLE PARK PDD



All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Francis Berry Survey A-2 and being also a part of a tract of land called 56.691 acres and conveyed to Manumit Investment Group, LLC., Instrument #122814, #122815 and #122816 of the Official Public Records of Caldwell County, Texas and further described in Volume 411 Page 823 of the said Official Public Records and being also all of a tract of land called 6.030 acres and conveyed to Fortune Four Investment, LLC by deed recorded in Instrument #2023-007984 of the said Official Public Records and being more particularly described as follows:

BEGINNING at a 5/8" iron pin found in the South corner of the above mentioned 56.691 and the apparent NW line of a tract of land called 2 acres and conveyed to Leonard Scott by deed recorded in Volume 196 Page 269 of the Deed Records of Caldwell County, Texas and in the apparent East corner of a tract of land called 50 acres and conveyed to Leonard Scott by deed recorded in Volume 204 Page 362 of the Deed Records of Caldwell County, Texas for the South corner this tract.

THENCE N 31 degrees 24 minutes 41 seconds W with the SW line of the said 56.691 acre tract and the apparent NE line of the above mentioned 50 acre tract 808.44 feet to a concrete monument found used for basis of bearing (direct tie) in the apparent East corner of a tract of land called 26.502 acre tract and conveyed to The State of Texas by deed recorded in Volume 574 Page 631 of the said Official Public Records and in the South corner of a tract of land called 4.090 acres and conveyed to the State of Texas by deed recorded in Volume 572 Page 676 of the said Official Public Records (SH 130 ROW) for an exterior corner this tract.

THENCE over and across the said 56.691 acre tract and with the East and SE and NE lines of the above mentioned 4.090 acre tract (East Line of SH 130 ROW) for the following (4) four courses:

- (1) With a curve turning to the left having a radius of 5436.00 feet and an arc length of 620.50 feet and the chord of which bears N 00 degrees 53 minutes 47 seconds E 620.16 feet to a concrete monument found for the end of the said curve.
- (2) N 22 degrees 26 minutes 24 seconds E 172.48 feet to a concrete monument found for an angle point this tract.
- (3) N 59 degrees 50 minutes 33 seconds E 339.82 feet to a concrete monument found for an ell corner this tract.
- (4) N 30 degrees 09 minutes 27 seconds W 50.07 feet to a concrete monument found used for basis of bearing (direct tie) in the SE line of Maple Street and in the newly dedicated SE line of Maple Street for the most Northerly West corner this tract.

THENCE N 59 degrees 47 minutes 22 seconds E with the SE line of the newly dedicated Maple Street 60.01 feet to a capped 1/2" iron pin set for the North corner this tract.

THENCE in a Southeasterly direction for the following two (2) courses:

- (1) S 30 degrees 09 minutes 27 seconds E 282.95 feet to a capped 1/2" iron pin set in the PC of a curve.
- (2) With a curve turning to the right having a radius of 780.00 feet and an arc length of 461.28 feet and the chord of which bears S 13 degrees 12 minutes 56 seconds E 454.59 feet to a concrete monument found in the North corner of Maple Park Section Three-A as recorded in Plat Cabinet D Slide 30 of the Plat Records of Caldwell County, Texas for an ell corner this tract.

THENCE with the NE and NW lines of the said Section Three-A and over and across the said 56.691 acre tract for the following five (5) courses:

- (1) S 84 degrees 25 minutes 09 seconds E 873.03 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an angle point this tract.
- (2) N 59 degrees 55 minutes 27 seconds E 230.70 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an ell corner this tract.
- (3) N 15 degrees 01 minutes 53 seconds E 105.81 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an exterior corner this tract.
- (4) N 30 degrees 04 minutes 33 seconds W 224.68 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an exterior corner this tract.
- (5) N 59 degrees 55 minutes 27 seconds E 35.00 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the SW line of City Line Road for the most Easterly North corner this tract.

THENCE S 30 degrees 04 minutes 33 seconds E with the SW line of City Line Road 544.71 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the intersection of the SW line of City Line Road and the NW line of Clearfork Street and the SE line of the said 56.691 acre tract for the East corner this tract.



THENCE S 59 degrees 41 minutes 42 seconds W with the NW line of Clearfork Street and the SE line of the said 56.691 acre tract 1306.87 feet to a 8" treated fence post found in an ell corner of the said 56.691 acre tract and an exterior corner of the said Clearfork Street for an ell corner this tract.

THENCE S 29 degrees 50 minutes 05 seconds E with the SW line of the said Clearfork Street (a.k.a. Old Fentress Road) 15.19 feet to a 8" treated fence corner post found in the apparent North corner of the above mentioned Scott 2 acre tract and in an exterior corner of the said 56.691 acre tract for an exterior corner this tract.

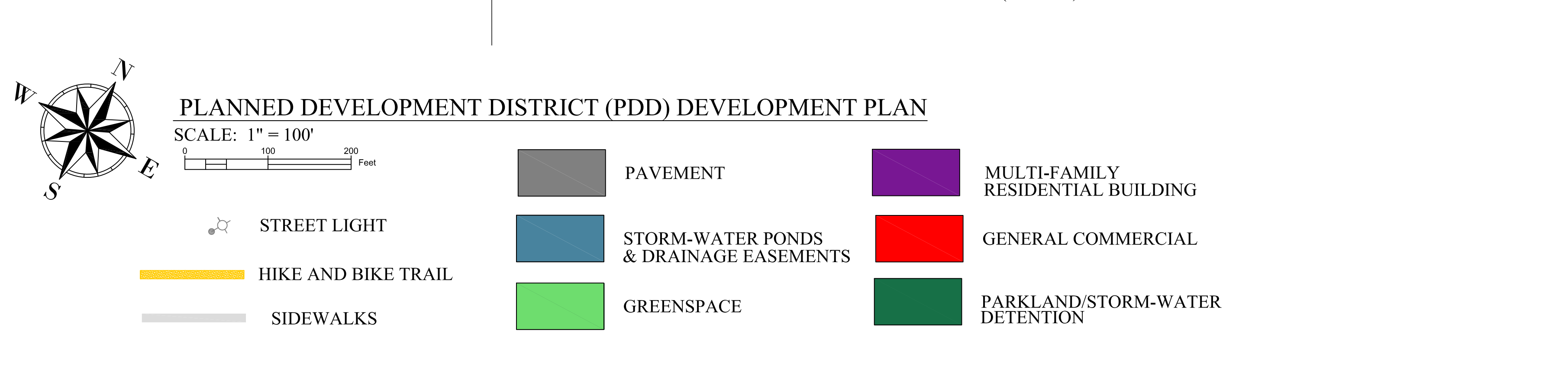
THENCE S 59 degrees 33 minutes 05 seconds W with the SE line of the 56.691 acre tract and the apparent NW line of the above mentioned Scott 2 acre tract 448.56 feet to the place of beginning containing **32.843 acres** of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on February 24, 2025. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



APPENDIX 3

MAPLE PARK PDD DEVELOPMENT PLAN



MAPLE PARK PLANNED DEVELOPMENT DISTRICT (PDD) DEVELOPMENT PLAN

DRAWING INFORMATION

Clear Fork Street/City Line Road/Maple Street
LOCKHART, CALDWELL COUNTY, TEXAS

DRAWING
PDD
SHEET: 1
OF 1

APPENDIX 4
PRELIMINARY PLAT

MAPLE PARK : 32.84 AC. WITHIN THE FRANCIS BERRY SURVEY A-2, CALDWELL COUNTY, TEXAS

NOTES:

- RECORD OWNER OF LAND: MANUMIT INVESTMENT GROUP, LLC, P.O. BOX 746, LOCKHART, TEXAS 78644.
MAPLE PARK SENIOR VILLAGE, LLC, 206 BEACH WAY, COLUMBIA, MO 65203 [LOT 1, BLOCK 1, SECTION THREE-B], FORTUNE FOUR INVESTMENT, LLC, 4406 LOGAN RIDGE DRIVE, CEDAR PARK, TEXAS 78613-2650 [LOT 1, BLOCK 1, SECTION ONE-A] AND CITY OF LOCKHART, P.O. BOX 239, LOCKHART, TEXAS 78644 [LOT 2, BLOCK 1, SECTION THREE-A].
- LEGAL DESCRIPTION OF PROPERTY: 32.84 ACRES (RESIDUE OF 60.866 ACRES) WITHIN THE FRANCIS BERRY SURVEY A-2, AS RECORDED IN VOLUME 411, PAGE 823 OF THE CALDWELL COUNTY OFFICIAL RECORDS.
- DESIGNER OF PLAT: MANUMIT INVESTMENT GROUP, LLC.
- SURVEYOR OF PLAT: JERRY HINKLE, R.P.L.S., #5459 HINKLE SURVEYORS, 1109 S. MAIN STREET, LOCKHART, TEXAS 78644 (512) 398-2000.
- ENGINEER OF PLAT: R. ANNE GALLUP, P.E., TEXAS REGISTRATION NO. 79435, FIRM NO. F-2284, GALLUP ENGINEERING PLLC, 215 W. SAN ANTONIO STREET, SUITE 2104, SAN MARCOS, TEXAS 78666 (512) 392-3816.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48050C 0250E, DATED JUNE 19, 2012 THIS PROPERTY IS LOCATED IN ZONE "X" WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOODPLAIN.
- ZONING OF THE PROPERTY IS PDD PLANNED DEVELOPMENT DISTRICT.
- BUILDINGS SETBACKS, FOR LOTS WITHIN THE GENERAL COMMERCIAL DISTRICT, ARE AS FOLLOWS: FRONT = 25 FEET; INTERIOR SIDE = 5 FEET; CORNER SIDE = 10 FEET; REAR = 20 FEET. FOR THE MULTI-FAMILY DISTRICT, THE SETBACKS FOR LOT 1, SECTION THREE-A ARE: FRONT = 20 FEET; REAR = 20 FEET; AND STREET SIDE AT LINCOLN LANE, = 15 FEET, AND SIDE (WITHOUT STREET) = 15 FEET. THE SETBACKS FOR LOT 1, SECTION THREE-B ARE: FRONT = 15 FEET; REAR = 25 FEET; AND SIDE = 15 FEET AT SOUTH AND 20 FEET AT NORTH.
- PARKLAND DEDICATION FOR THE SUBDIVISION HAS BEEN PROVIDED IN LOT 2, BLOCK 1 OF SECTION THREE-A.
- THE LOCATION OF STORM-WATER DRAINAGE DETENTION FACILITIES ARE SHOWN WITHIN EASEMENTS OR LOTS DESIGNATED ON THE PRELIMINARY PLAT. STORM-WATER DETENTION AND PARKLAND THAT IS DESIGNATED FOR LOT 2, BLOCK 1, SECTION THREE-A HAVE BEEN DEDICATED TO THE CITY OF LOCKHART AND WILL BE MAINTAINED BY THE CITY OF LOCKHART. THE CITY OF LOCKHART SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE FACILITIES WITHIN THE STORMWATER DETENTION/DRAINAGE EASEMENTS LOCATED WITHIN SECTION ONE-A, AND SECTION ONE-B.
- WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF LOCKHART.
- ELECTRICAL SERVICE WILL BE PROVIDED BY THE CITY OF LOCKHART AND WILL BE UNDERGROUND IN THIS DEVELOPMENT.
- GAS SERVICE WILL BE PROVIDED BY TEXAS GAS, AS REQUIRED.
- A FOUR-FOOT-WIDE (MINIMUM) PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG THE MAPLE STREET FRONTAGE OF LOT 1, BLOCK 1, SECTION ONE-A, BETWEEN LINCOLN LANE AND SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND, BY THE LOT OWNER, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON THE LOT.
- A FOUR-FOOT-WIDE PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG BOTH SIDES OF LINCOLN LANE, EXCEPT WHERE THERE WILL BE A HIKE AND BIKE TRAIL AS SHOWN ON THE PLANNED DEVELOPMENT DISTRICT DEVELOPMENT PLAN DRAWING, BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.
- A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED BY THE SUBDIVIDER, PRIOR TO RECORDATION OF THE FINAL PLAT AS FOLLOWS:
(A) ALONG THE SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND FRONTAGE OF SECTION ONE-B, AS SHOWN ON THE PLANNED DEVELOPMENT DISTRICT PLAN DRAWING; AND
(B) IN OTHER LOCATIONS (EXCEPT FOR SECTION ONE-A), AS ILLUSTRATED BY EASEMENT ON THE PRELIMINARY PLAT AND PDD DEVELOPMENT PLAN DRAWINGS, EXCEPT WHERE ALREADY CONSTRUCTED.
- A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND FRONTAGE OF SECTION ONE-A AS SHOWN ON THE PLANNED DEVELOPMENT DISTRICT PLAN DRAWING PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON THE LOT. A PUBLIC ACCESS EASEMENT SHALL BE ADDED TO THE LOT OF SECTION ONE-A, SHOULD THE CONSTRUCTION OF THE HIKE AND BIKE TRAIL IN THE RIGHT-OF-WAY OF SOUTH CESAR CHAVEZ PARKWAY NORTHBOUND NOT BE FEASIBLE.
- PUBLIC STREET RIGHT OF WAY DEDICATION:
A. CITY LINE ROAD, 80-FT MINOR ARTERIAL STREET, R.O.W. DEDICATION = 10 FEET, (AREA = 14,740.89 SQ. FT.);
B. MAPLE STREET, 60-FT COLLECTOR STREET, R.O.W. DEDICATION = 5 FEET, (AREA = 4,844.35 SQ. FT.);
- PROPOSED STREETS:
LINCOLN LANE, 60-FT R.O.W. MINOR STREET, 40' MINIMUM STREET WIDTH FROM B.O.C. TO B.O.C.
- THE FINAL PLATS FOR SECTION ONE-A, SECTION ONE-B, AND SECTION THREE-B WILL NOT BE RECORDED UNTIL LINCOLN LANE IS CONSTRUCTED AND ACCEPTED BY THE CITY.
- A FEE IN-LIEU OF PARKLAND IMPROVEMENTS, IN THE AMOUNT OF \$20,000.00, WAS PAID BY THE SUBDIVIDER TO THE CITY, PRIOR TO THE RECORDING OF THE FINAL PLAT FOR SECTION THREE-A.
- THE MAPLE PARK SECTION THREE-A FINAL PLAT WAS RECORDED ON SEPTEMBER 23, 2021 IN PLAT CABINET D, SLIDE 30 (DOCUMENT #2021-006953).
- THE LANDOWNER OF SECTION ONE-A, WILL PAY THEIR PROPORTIONATE SHARE OF THE MAPLE STREET ROAD IMPROVEMENTS, AS DETERMINED BY A TRAFFIC IMPACT ANALYSIS (TIA) TO BE COMPLETED. A DEVELOPMENT AND ESCROW AGREEMENT WOULD BE AGREED UPON BY ALL PARTIES RESPONSIBLE FOR THE CONSTRUCTION OF THE ROAD AND WOULD INCLUDE THE FOLLOWING:
A. THE COST OF THE ROAD WILL BE DETERMINED BY AN ENGINEER'S OPINION OF PROBABLE COST OR A BID FROM A CONTRACTOR THAT IS ACCEPTED BY ALL PARTIES FISCALLY RESPONSIBLE FOR THE COST OF THE ROAD.
B. FISCAL FOR THE LANDOWNER'S PORTION OF THE CONSTRUCTION COSTS OF THE ROAD WILL BE POSTED TO THE CITY OF LOCKHART VIA A BOND (PAID FOR BY THE LANDOWNER) FROM A CONTRACTOR ACCEPTABLE TO THE CITY OF LOCKHART, AND THE PLAT, APPROVED BY THE CITY OF LOCKHART, COULD THEN BE RECORDED.
C. AT THE TIME OF CONSTRUCTION OF THE LANDOWNER'S SITE DEVELOPMENT WORK ON THE 6 ACRES, THE LANDOWNER WILL OBTAIN BIDS FOR THE ROAD IMPROVEMENT PROJECT ALONG WITH THE LANDOWNER'S SITE DEVELOPMENT WORK. ALL PARTIES RESPONSIBLE FOR A SHARE OF THE COSTS OF THE ROAD WILL MUTUALLY AGREE UPON A SINGLE CONTRACTOR TO CONSTRUCT THE ROAD.
D. EACH RESPONSIBLE PARTY WILL DEPOSIT THEIR SHARE OF THE ROAD COSTS INTO AN ESCROW ACCOUNT HELD BY A TITLE COMPANY.
E. THE LANDOWNER WILL OVERSEE AND MONITOR THE CONSTRUCTION OF THE ROAD.
F. ALL DRAW REQUESTS FROM THE CONTRACTOR WILL REQUIRE APPROVAL FROM ALL RESPONSIBLE PARTIES.

LEGAL DESCRIPTION:

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Francis Berry Survey A-2 and being also a part of a tract of land called 56.691 acres and conveyed to Manumit Investment Group, LLC., Instrument #122814, #122815 and #122816 of the Official Public Records of Caldwell County, Texas and further described in Volume 411 Page 823 of the said Official Public Records and being also all of a tract of land called 6.030 acres and conveyed to Fortune Four Investment, LLC by deed recorded in Instrument #2023-007984 of the said Official Public Records and being more particularly described as follows:

BEGINNING at a 5/8" iron pin found in the South corner of the above mentioned 56.691 and the apparent NW line of a tract of land called 2 acres and conveyed to Leonard Scott by deed recorded in Volume 196 Page 269 of the Deed Records of Caldwell County, Texas and in the apparent East corner of a tract of land called 50 acres and conveyed to Leonard Scott by deed recorded in Volume 204 Page 362 of the Deed Records of Caldwell County, Texas for the South corner this tract.

THENCE N 31 degrees 24 minutes 41 seconds W with the SW line of the said 56.691 acre tract and the apparent NE line of the above mentioned 50 acre tract 808.44 feet to a concrete monument found used for basis of bearing (direct tie) in the apparent East corner of a tract of land called 26.502 acre tract and conveyed to The State of Texas by deed recorded in Volume 574 Page 631 of the said Official Public Records and in the South corner of a tract of land called 4,090 acres and conveyed to the State of Texas by deed recorded in Volume 572 Page 676 of the said Official Public Records (SH 130 ROW) for an exterior corner this tract.

THENCE over and across the said 56.691 acre tract and with the East and SE and NE lines of the above mentioned 4,090 acre tract (East Line of SH 130 ROW) for the following (4) four courses:
(1) With a curve turning to the left having a radius of 5436.00 feet and an arc length of 620.50 feet and the chord of which bears N 00 degrees 53 minutes 47 seconds E 620.16 feet to a concrete monument found for the end of the said curve.
(2) N 22 degrees 26 minutes 24 seconds E 172.48 feet to a concrete monument found for an angle point this tract.
(3) N 59 degrees 50 minutes 33 seconds E 339.82 feet to a concrete monument found for an ell corner this tract.
(4) N 30 degrees 09 minutes 27 seconds W 50.07 feet to a concrete monument found used for basis of bearing (direct tie) in the SE line of Maple Street and in the newly dedicated SE line of Maple Street for the most Northerly West corner this tract.

THENCE N 59 degrees 47 minutes 22 seconds E with the SE line of the newly dedicated Maple Street 60.01 feet to a capped 1/2" iron pin set for the North corner this tract.

THENCE in a Southeasterly direction for the following two (2) courses:
(1) S 30 degrees 09 minutes 27 seconds E 282.95 feet to a capped 1/2" iron pin set in the PC of a curve.
(2) With a curve turning to the right having a radius of 780.00 feet and an arc length of 461.28 feet and the chord of which bears S 13 degrees 12 minutes 56 seconds E 454.59 feet to a concrete monument found in the North corner of Maple Park Section Three-A as recorded in Plat Cabinet D Slide 30 of the Plat Records of Caldwell County, Texas for an ell corner this tract.

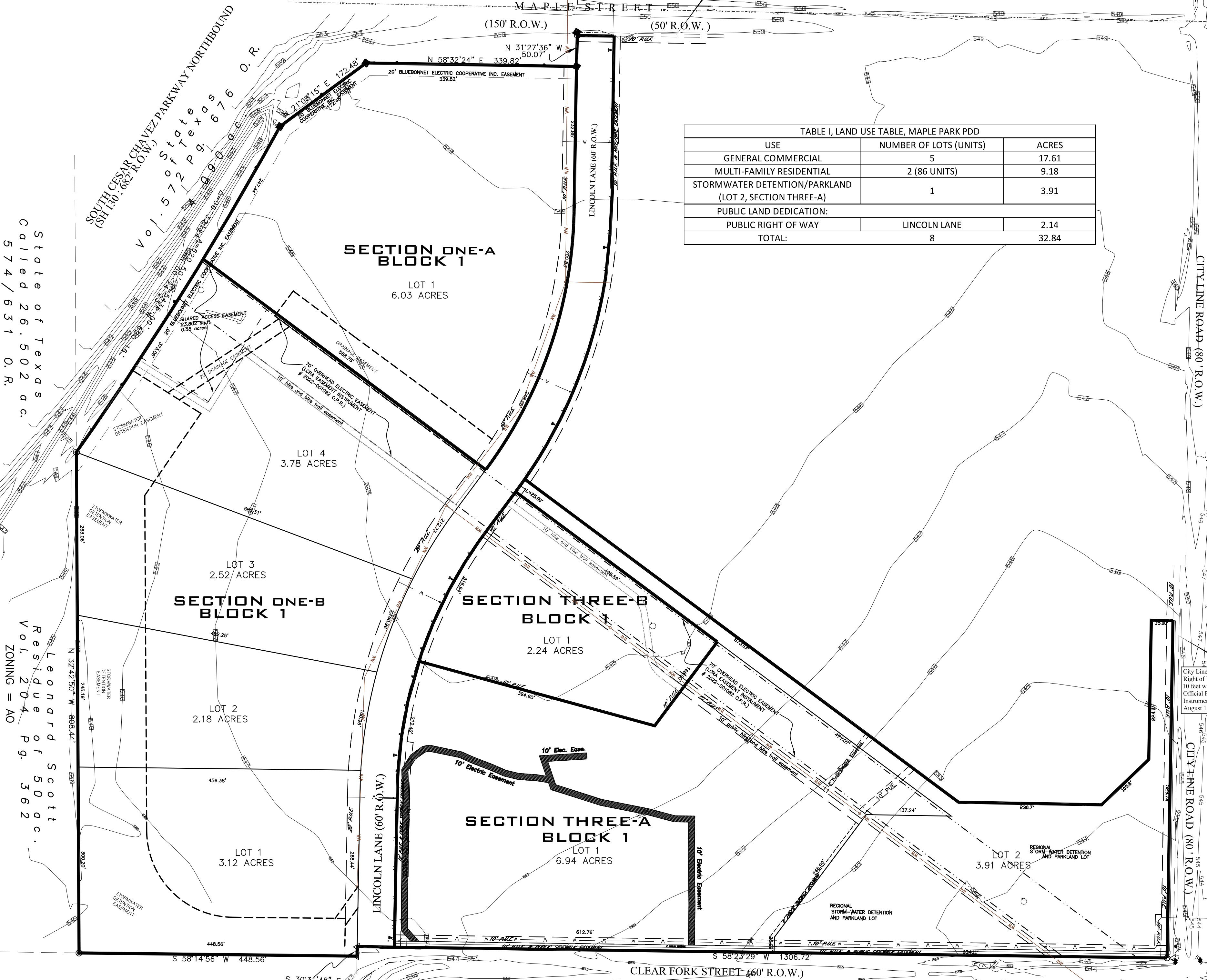
THENCE with the NE and NW lines of the said Section Three-A and over and across the said 56.691 acre tract for the following five (5) courses:
(1) S 84 degrees 25 minutes 09 seconds E 873.03 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an angle point this tract.
(2) N 59 degrees 55 minutes 27 seconds E 230.70 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an ell corner this tract.
(3) N 15 degrees 01 minutes 53 seconds E 105.81 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an exterior corner this tract.
(4) N 30 degrees 04 minutes 33 seconds W 224.68 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") for an exterior corner this tract.
(5) N 59 degrees 55 minutes 27 seconds E 35.00 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the SW line of City Line Road for the most Easterly North corner this tract.

THENCE S 30 degrees 04 minutes 33 seconds E with the SW line of City Line Road 544.71 feet to a capped 1/2" iron pin set (stamped "HINKLE SURVEYORS") in the intersection of the SW line of City Line Road and the NW line of Clearfork Street and the SE line of the said 56.691 acre tract for the East corner this tract.

THENCE S 59 degrees 41 minutes 42 seconds W with the NW line of Clearfork Street and the SE line of the said 56.691 acre tract 1306.87 feet to a 8" treated fence post found in an ell corner of the said 56.691 acre tract and an exterior corner of the said Clearfork Street for an ell corner this tract.

THENCE S 29 degrees 50 minutes 05 seconds E with the SW line of the said Clearfork Street (a.k.a. Old Fentress Road) 15.19 feet to a 8" treated fence corner post found in the apparent North corner of the above mentioned Scott 2 acre tract and in an exterior corner of the said 56.691 acre tract for an exterior corner this tract.

THENCE S 59 degrees 33 minutes 05 seconds W with the SE line of the 56.691 acre tract and the apparent NW line of the above mentioned Scott 2 acre tract 448.56 feet to the place of beginning containing **32.843 acres** of land more or less.



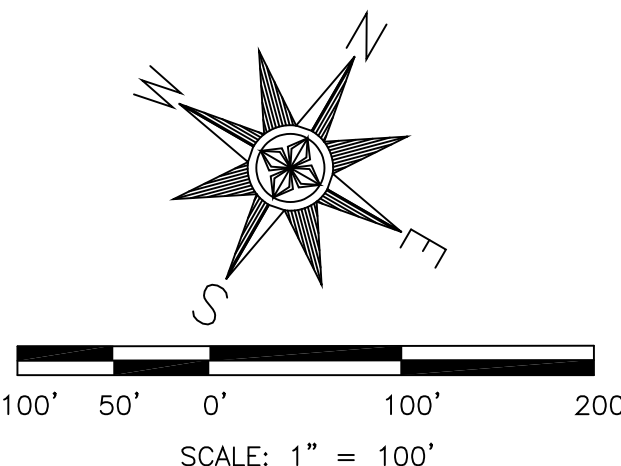
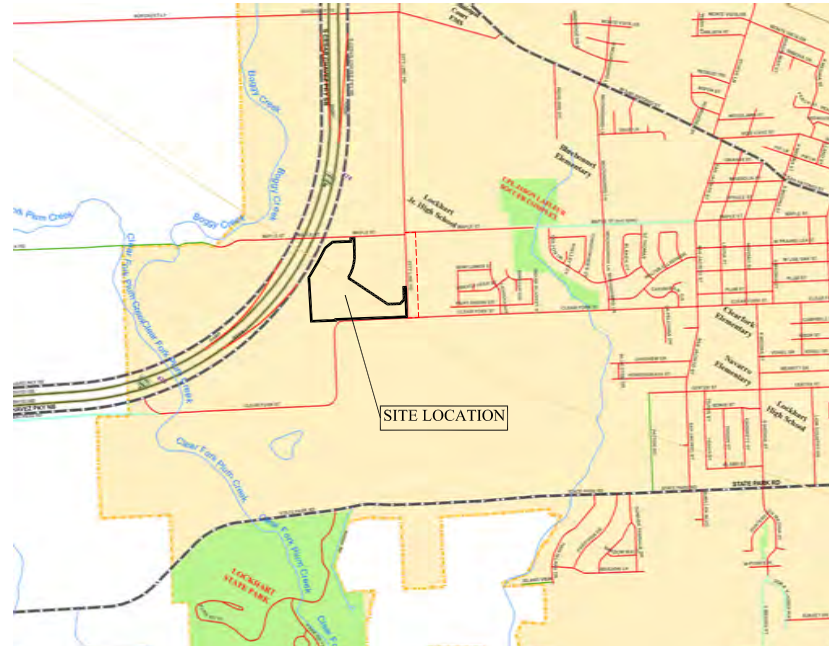
Leonard Scott
called 2 ac.
Vol. 196 Pg. 269
ZONING = AO

LEGEND

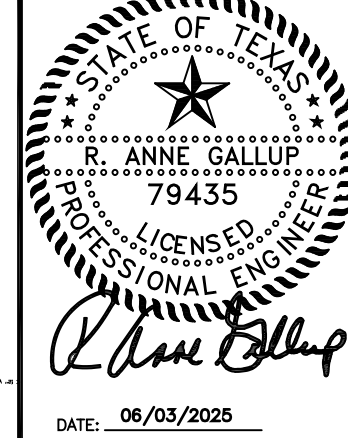
- 8" TREATED FENCE POST FOUND
- CONCRETE MONUMENT FOUND
- CAPPED 1/2" IRON PIN FOUND
- CAPPED 1/2" IRON PIN SET STAMPED "HINKLE SURVEYORS"

- PROPERTY BOUNDARY
- ADJOINER PROPERTY BOUNDARY
- ELEVATION CONTOUR (1 FT INTERVAL)
- EXISTING LCRA EASEMENT
- PROPOSED PUBLIC UTILITY EASEMENT

- PROPOSED LOT LINE
- SUBSECTION/SECTION BOUNDARY LINE
- EXISTING CITY OF LOCKHART MAINS, 12" dia (MAPLE STREET AND CITY LINE ROAD)
- EXISTING MAPLE PARK WATER MAINS, 10" dia (LINCOLN LANE)
- EXISTING WATER MAINS, 8" dia (CLEARFORK STREET)
- EXISTING MAPLE PARK WASTE WATER MAINS, 12" dia



NO.	DESCRIPTION	APPROVED	DATE



DATE: 06/03/2025
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, UNDER THE AUTHORITY OF: R. ANNE GALLUP, P.E. TYPE # 79435 AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Gallup Engineering, PLLC
Firm Registration # F-2284
215 W. San Antonio Street, Suite 2104
San Marcos, TX 78666
Office: 512-392-2846
E-Mail: anne@gallupengineering.com

DRAWING INFORMATION

DESIGNED BY: R.A.G.
DRAWN BY: R.A.G./A.G.
APPROVED BY: R.A.G.
SCALE: 1" = 100'
DATE: 06/03/2025
PROJECT: PDD MAPLE PARK
PLOT SCALE: 1:1
FILE NAME:

PRELIMINARY PLAT
MAPLE PARK
Clear Fork Street/City Line Road/Maple Street
LOCKHART, CALDWELL COUNTY, TEXAS

DRAWING
P-PLAT
SHEET: 1
OF 1

APPENDIX 5
MAPLE PARK, SECTION ONE-A
CONCEPTUAL PROJECT DESIGN DOCUMENTS

PARKING CALCULATIONS

MINIMUM REQUIRED PARKING:

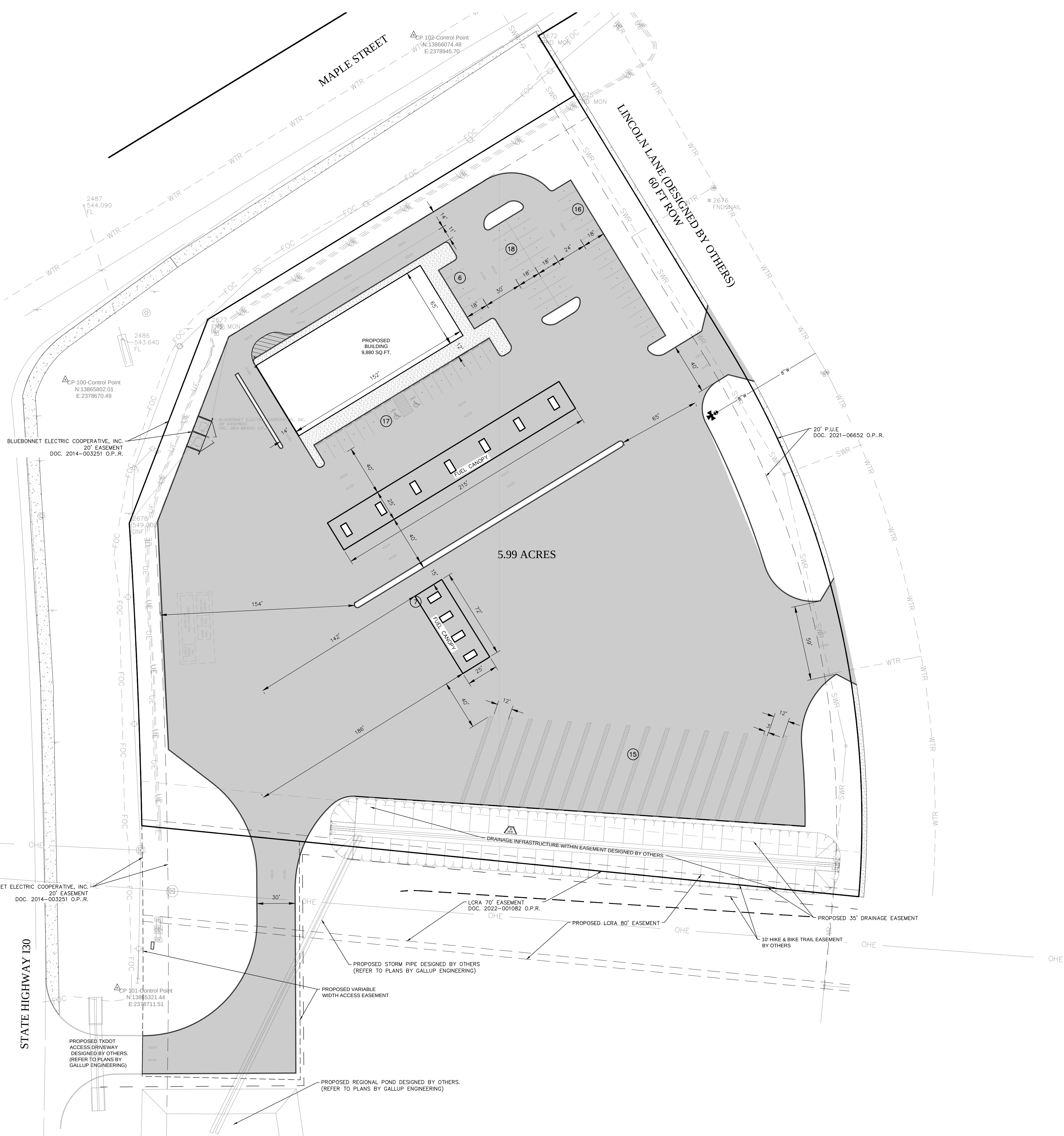
1 SPACE PER 300 SF

9,880 SF = 33 SPACES REQUIRED

ADA SPACES REQUIRED = 2

PARKING SUMMARY

STANDARD	57
ACCESSIBLE	2
TRAILER	15



LEGEND

— OHE —	OVERHEAD ELECTRIC
— W —	WATER LINE
— SS —	SANITARY SEWER LINE
— —	PROPERTY LINE
— Y —	EXISTING GUY WIRE
— U —	EXISTING UTILITY POLE
— L —	EXISTING LIGHT POLE
— T —	EXISTING TRAFFIC LIGHT/SIGNAL POLE
— M —	EXISTING STORM DRAIN MANHOLE
— S —	EXISTING SIGN
— W —	EXISTING WATER METER
— V —	EXISTING WATER VALVE
— H —	EXISTING FIRE HYDRANT
— T —	EXISTING TREE
— SS —	PROPOSED SANITARY SEWER
— W —	PROPOSED WATER
— SD —	PROPOSED STORM DRAIN
— —	VEGETATIVE FILTER STRIP
— —	TRAFFIC ARROW
— —	PROPOSED CLEANOUT
— —	PROPOSED WATER METER
— —	PARKING COUNT
— —	HEAVY DUTY CONCRETE PAVEMENT
— —	LIGHT DUTY CONCRETE PAVEMENT

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JAMES INGALLS, P.E. #107416 ON April 9, 2025. IT IS TO BE USED FOR BIDDING AND PERMITTING PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION.

LOCKHART C -STORE
LOCKHART, TX , 78644

FORTUNE FOUR INVESTMENT, LLC
4406 LOGAN RIDGE DR
CEDAR PARK, TX 78613

SITE PLAN

SHEET
EX

NO	DATE	ISSUES AND REVISIONS
1		
2		
3		
4		
5		

INK
CIVIL

2021 W SH46, STE 105
NEW BRAUNFELS, TX. 78132
PH: 830-358-7127 ink-civil.com
TBPE FIRM F-13351

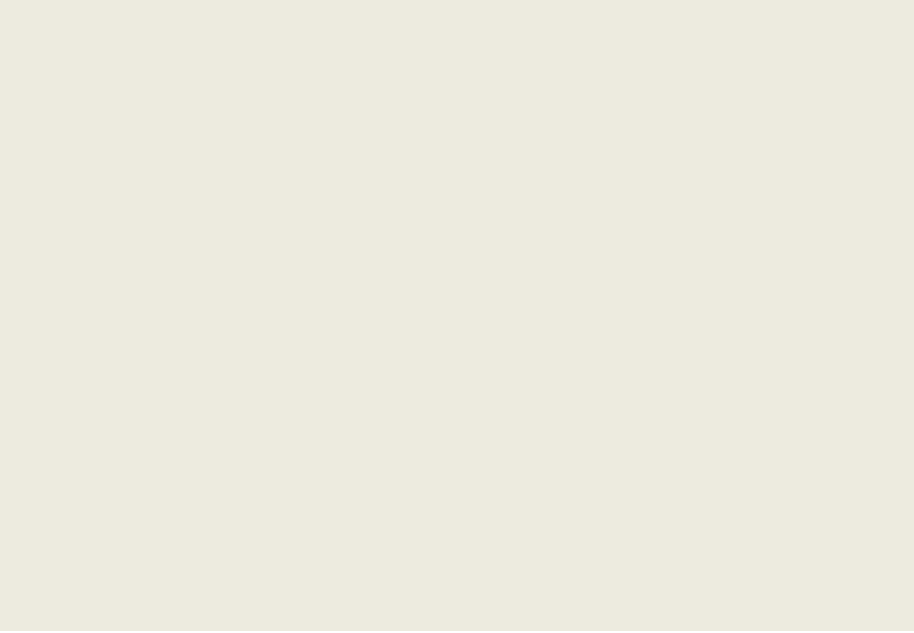
Pac-Clad
Metal Cladding Fascia
TERRACOTA



Pac-Clad
Metal Cladding Fascia
SIERRA TAN



Pac-Clad
Metal Cladding Fascia
ALMOND



Pac-Clad
hor. metal siding
SILVER

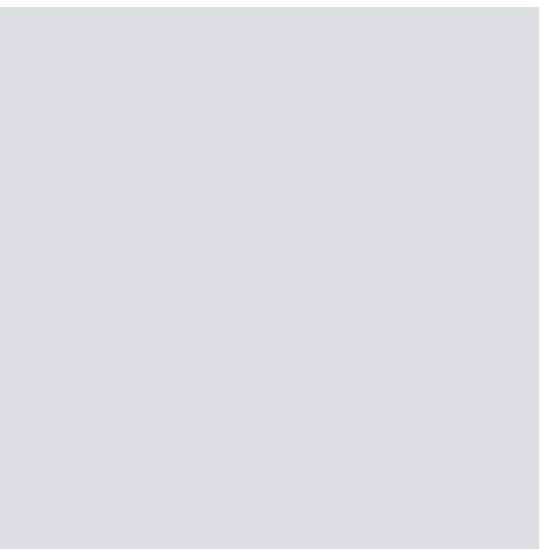


Pac-Clad
Metal Cladding &
Column Cover
TAN TIMBER



Pac-Clad
Modular panels

Regal White (New)



Copper Penny



Pac-Clad
Modular panels

Clear Anodized

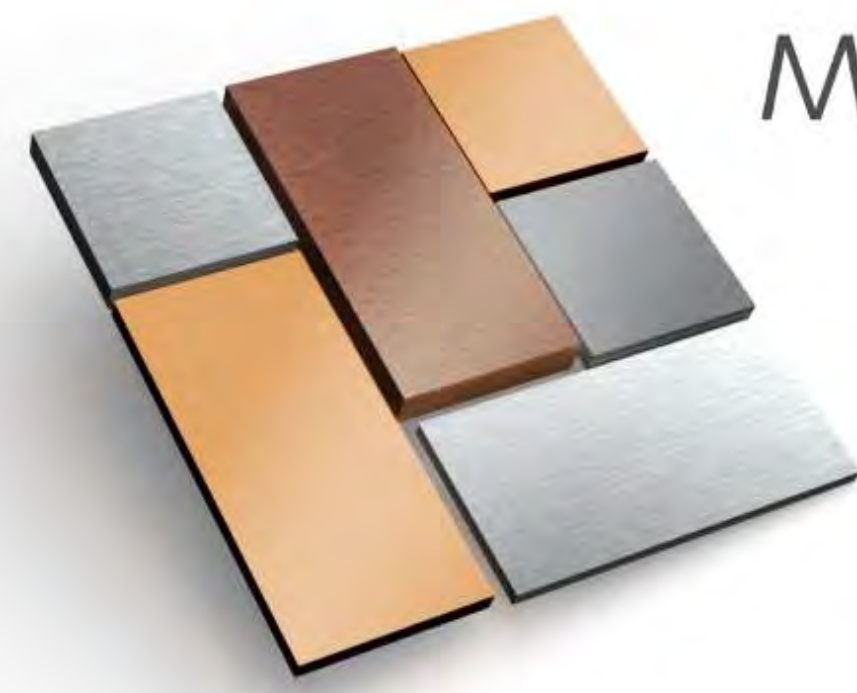


Copper Penny



KUDOS CONVENIENCE STORE
BUILDING COLOR

PAC-CLAD Modular Panel & Profile



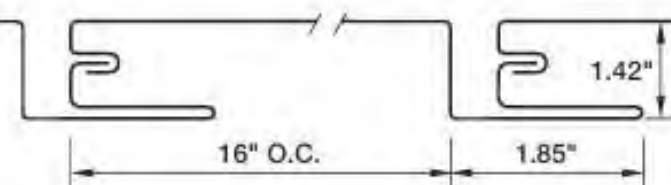
MODULAR AL

Metal Wall Panel & Siding Systems



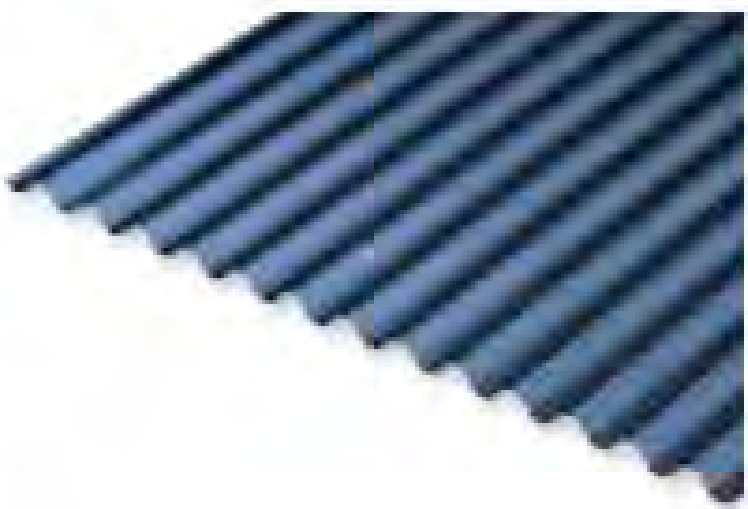
MATERIALS	MAXIMUM DIMENSIONS
.050 Aluminum	16-in. by 120-in.
.063 Aluminum	16-in. by 120-in.
.080 Aluminum	16-in. by 120-in.

Standard Sizes	16" x 72", 16" x 120"
Depth range	1 3/8-in. to 3-in.
Joint range	1/2-in. to 1-in.
Custom sizes	Consult factory rep



800 PAC CLAD | PAC-CLAD.COM | ©2024 Petersen Aluminum

PAC-CLAD Corrugated Panel & Profile



7/8" CORRUGATED

37.33" NOMINAL COVERAGE WITH 1 LAPPED RIB FOR SIDING
34.67" NOMINAL COVERAGE WITH 2 LAPPED RIBS FOR ROOFING
1.061" NOMINAL

1/2" CORRUGATED

42.67" NOMINAL COVERAGE WITH 1 LAPPED RIB FOR SIDING
40" NOMINAL COVERAGE WITH 2 LAPPED RIBS FOR ROOFING
2.061" NOMINAL

*Note: The M-36 and M-62 panels are not intended for use in the construction of metal buildings or structural roof applications. Please consult with Petersen regarding the application of this panel. A complete specification is available online at pac-clad.com

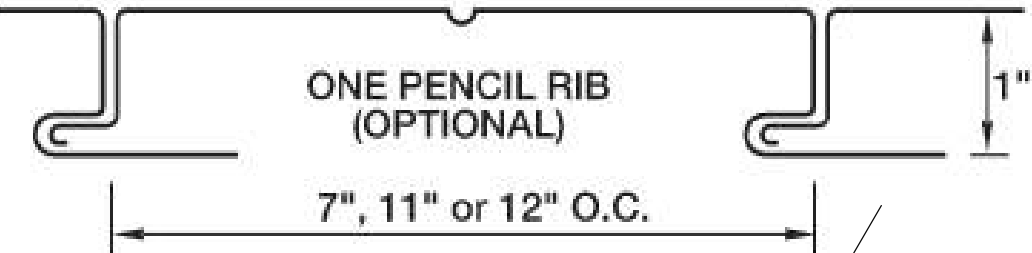
FLUSH PANEL

MATERIALS

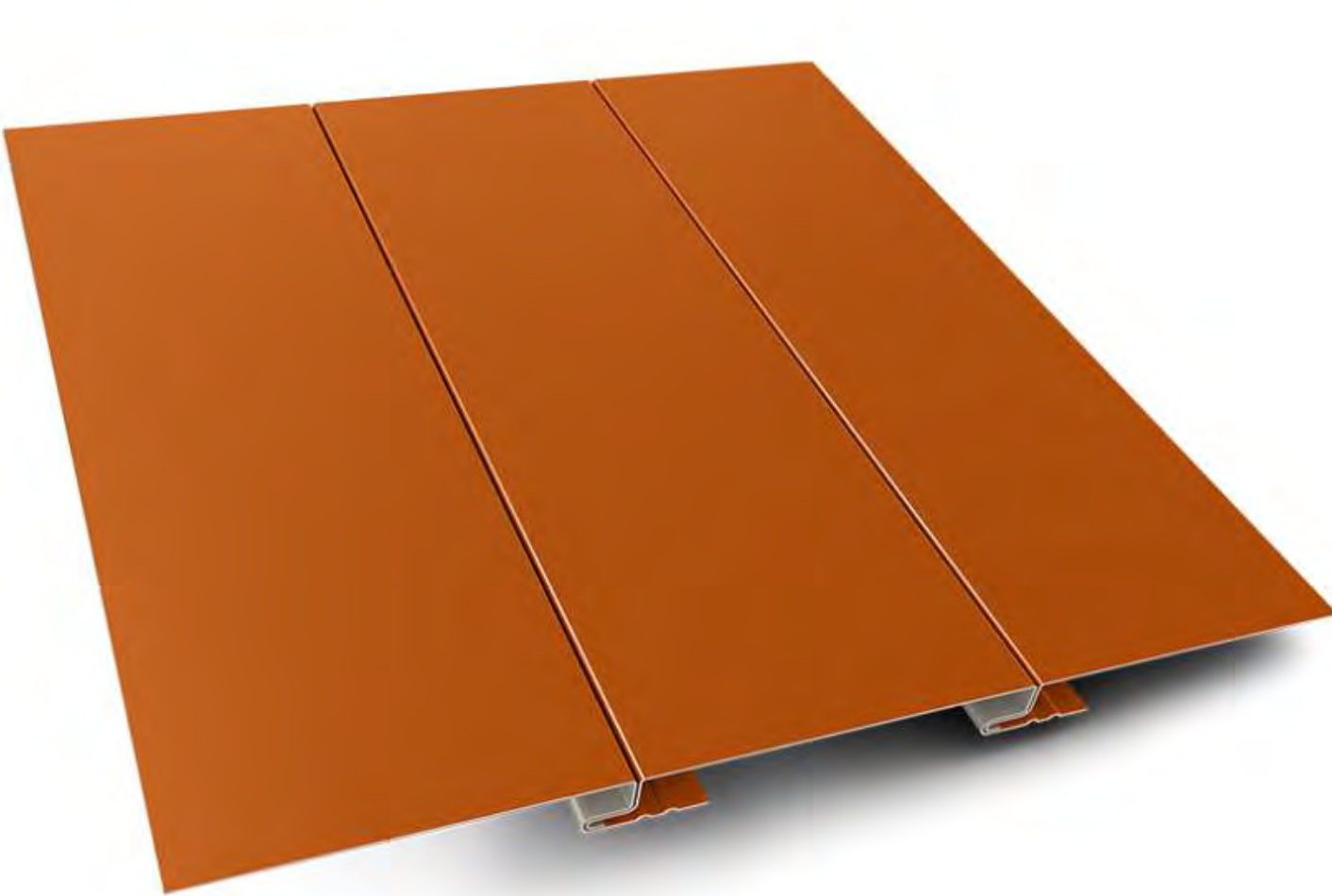
.032 aluminum	24 gauge steel
.040 aluminum*	22 gauge steel*

SPECS

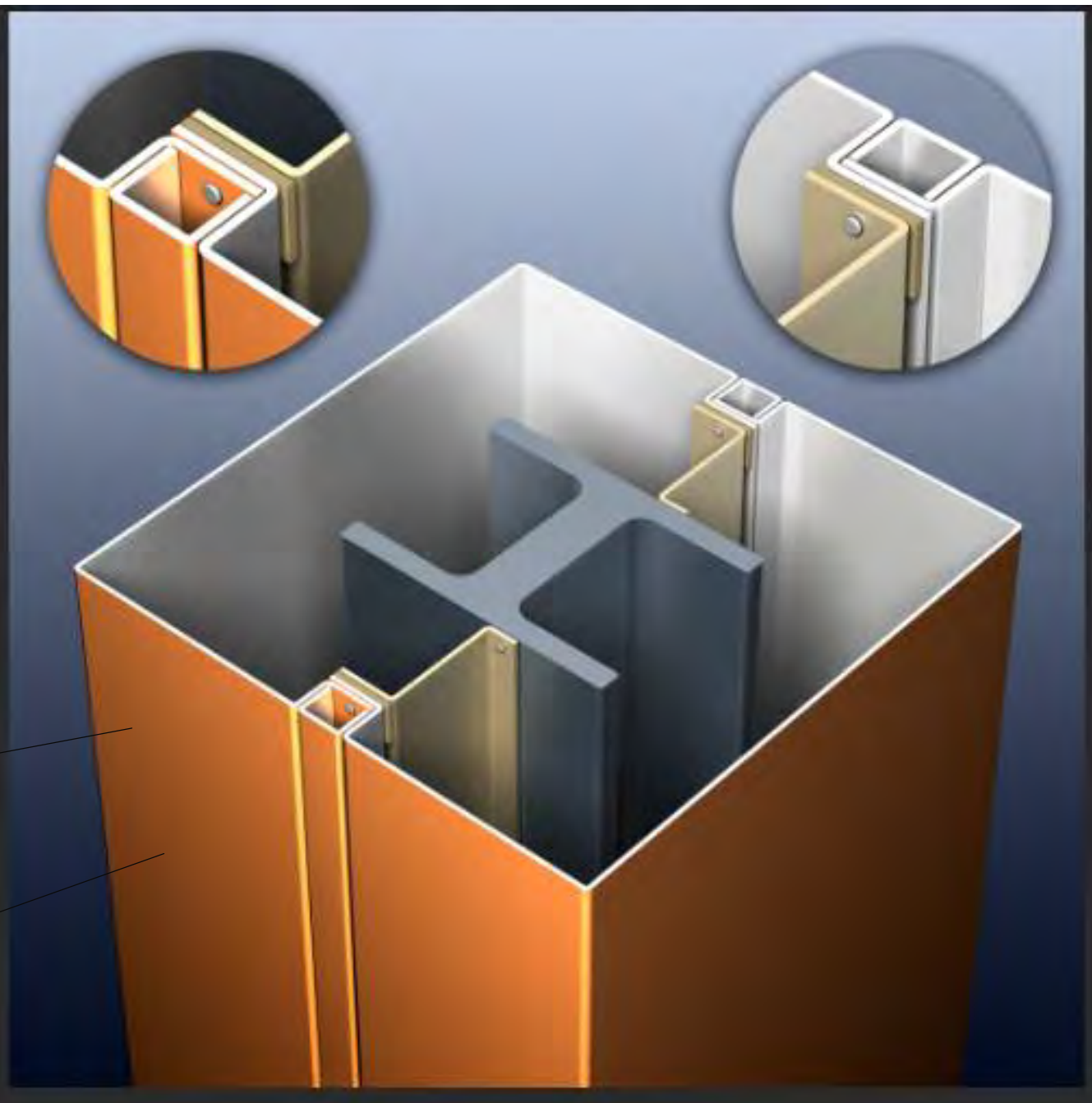
7", 11", or 12" O.C.	1" High
----------------------	---------



PAC-CLAD Flush Panel & Profile



PAC-CLAD Column Cover & Detail



PAC-CLAD Insulated Metal Wall Panel System

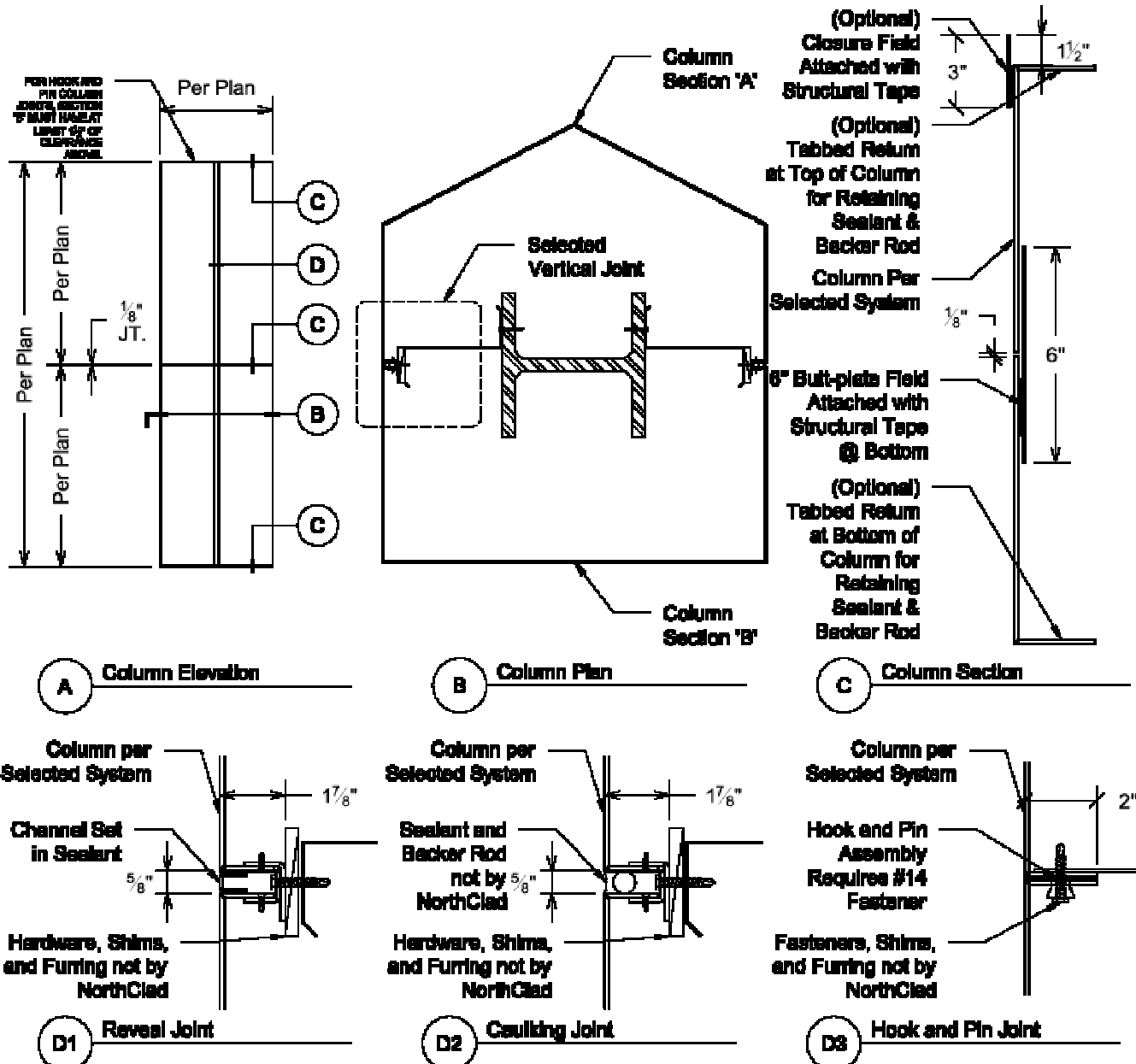


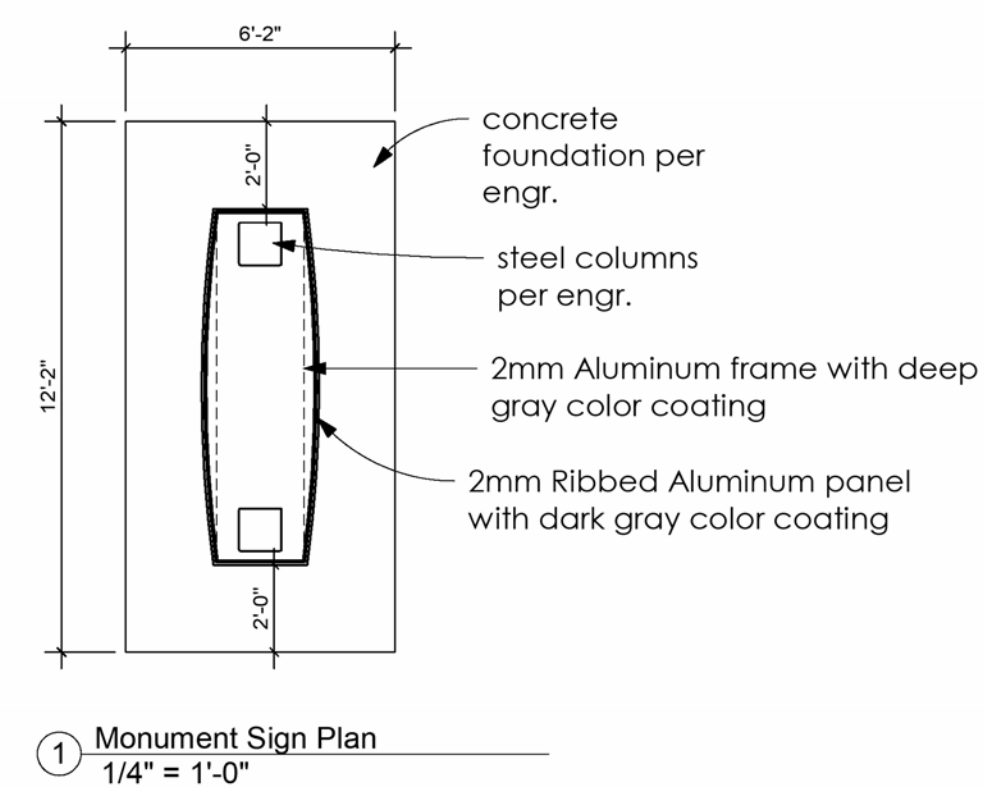
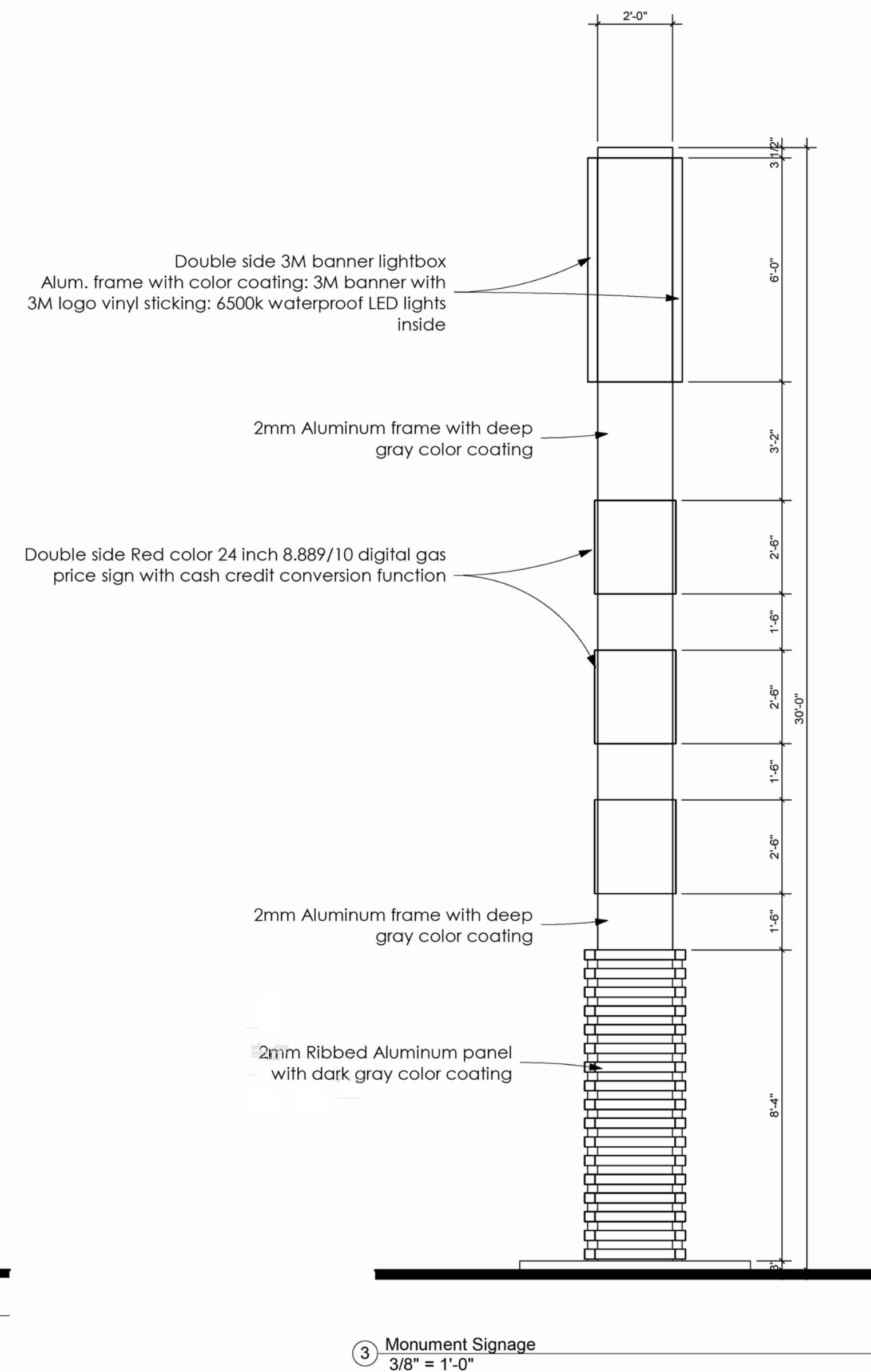
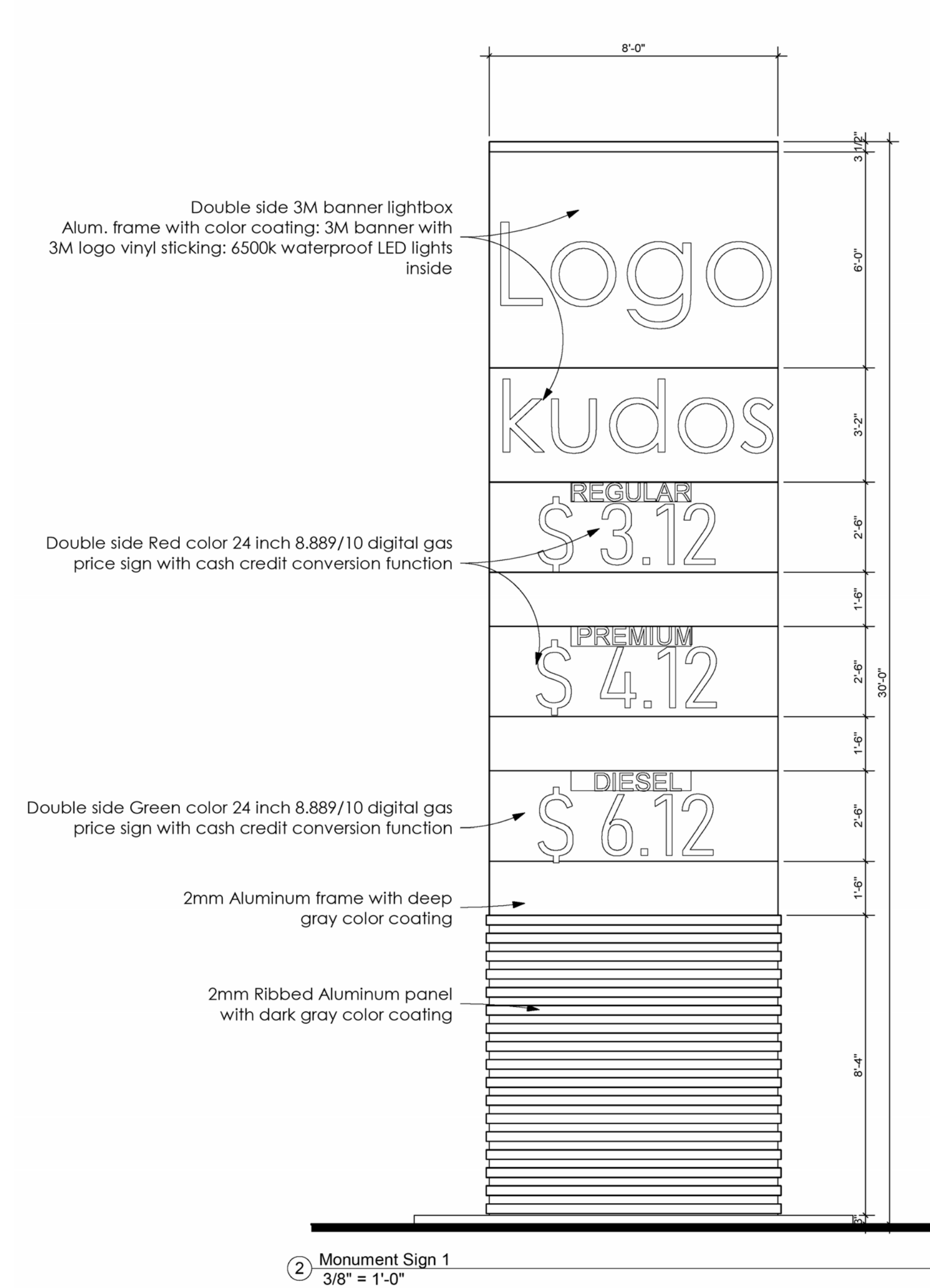
MESA-LOK

- ▶ Coverage width: 42-inch
- ▶ Thickness: 2, 2.5, 3, 4, 5, 6-inch
- ▶ Length: 8'-0" to 53'-0"
- ▶ Exterior gauges: 26, 24, 22
- ▶ Interior gauge: 26



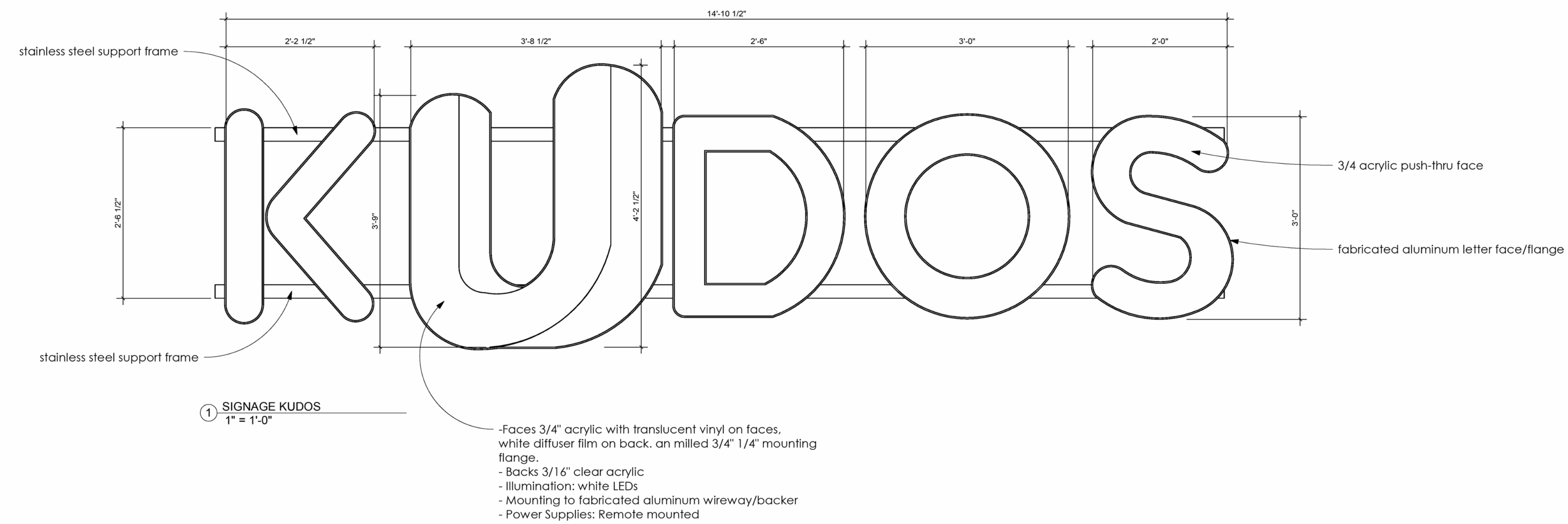
KUDOS CONVENIENCE STORE
MATERIAL LIST & PHOTOS





MONUMENT SIGNAGE

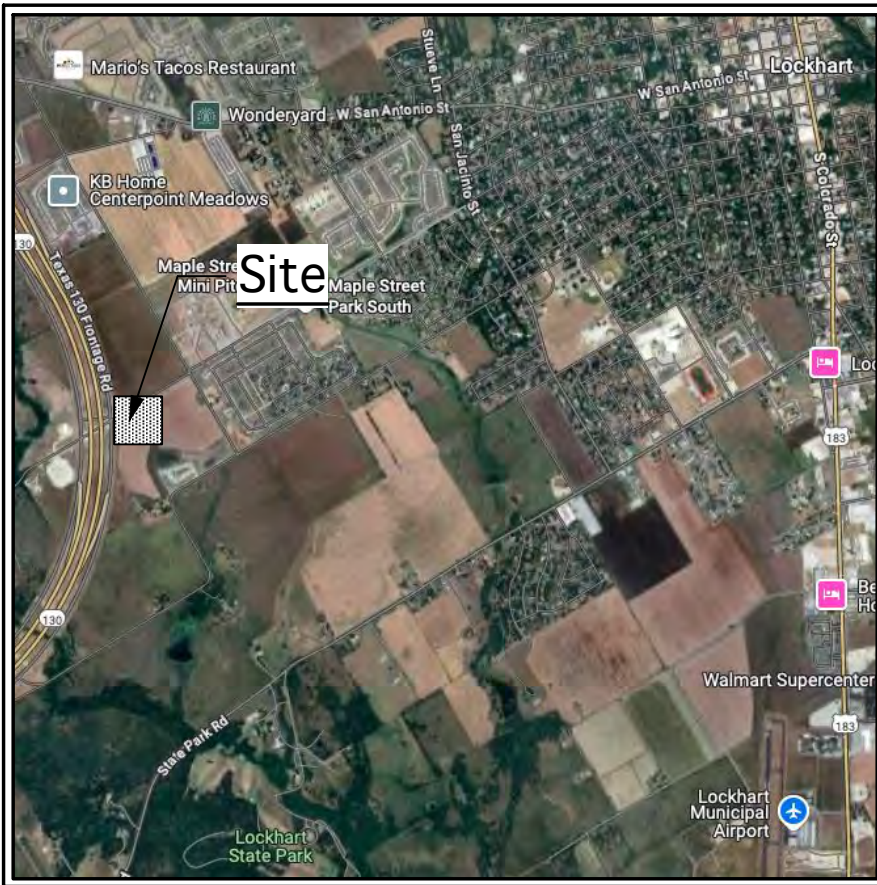




KUDOS BUILDING SIGNAGE

Landscape Requirements & Tabulations

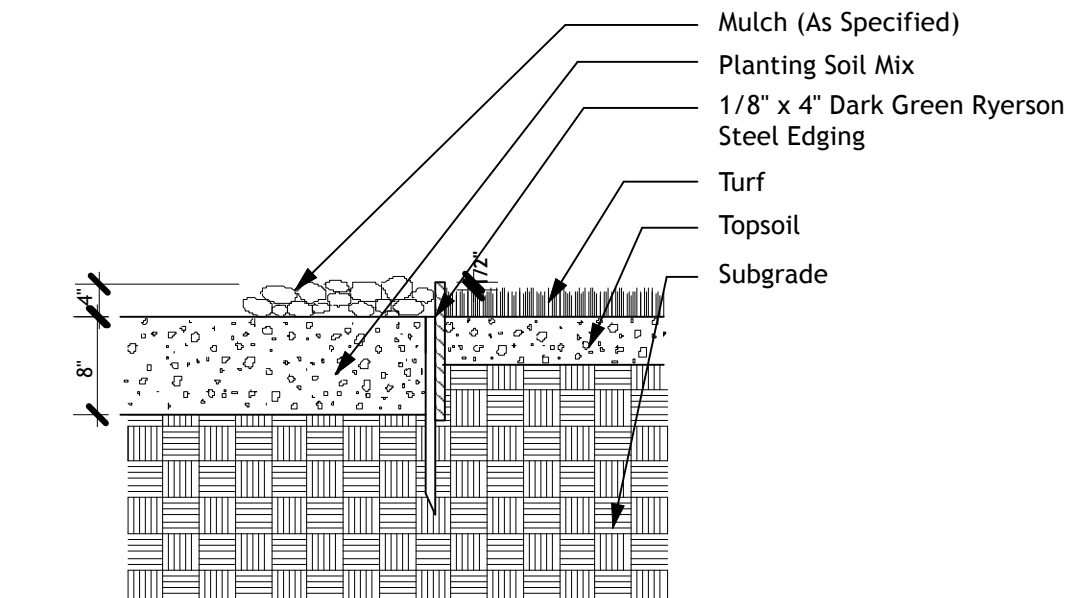
Vicinity Map



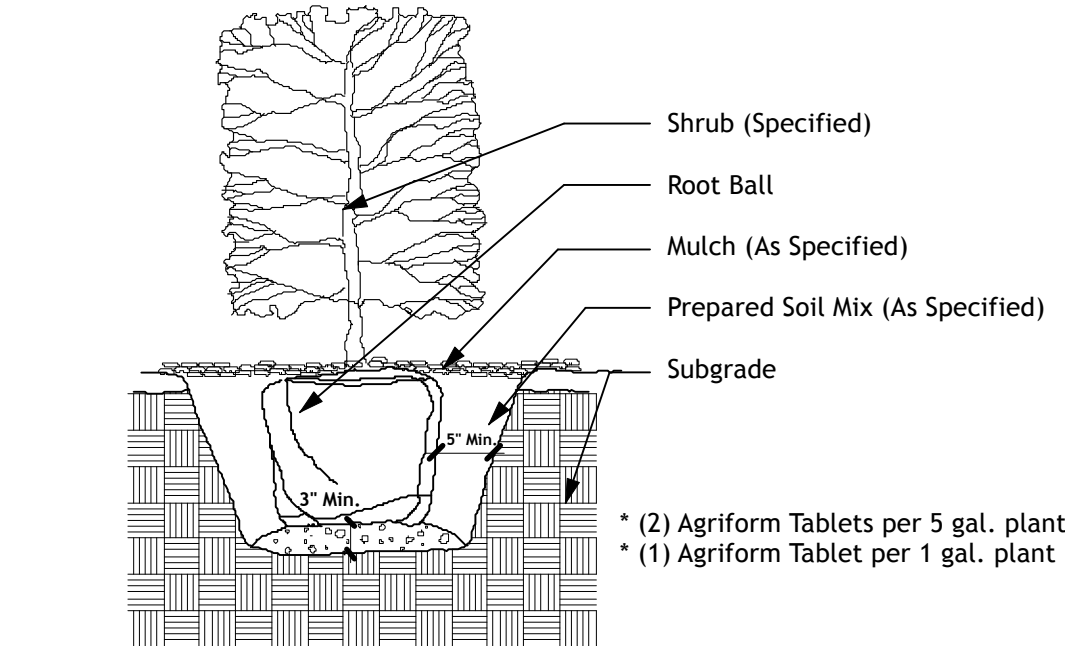
Prior to commencement of any construction activities, Contractor shall notify local utility location service to identify any underground utilities. Contractor shall immediately notify the Landscape Architect of any potential discrepancies, or obstacles. CALL 1-800-DIG-TESS for underground utility location at least two (2) days prior to excavation.

The Site Information shown on this plan has been provided by the Owner, Architect, or Civil Engineer. C2 Landgroup, Inc. is not responsible for the accuracy of that information and is using the information provided to prepare this Landscape Plan.

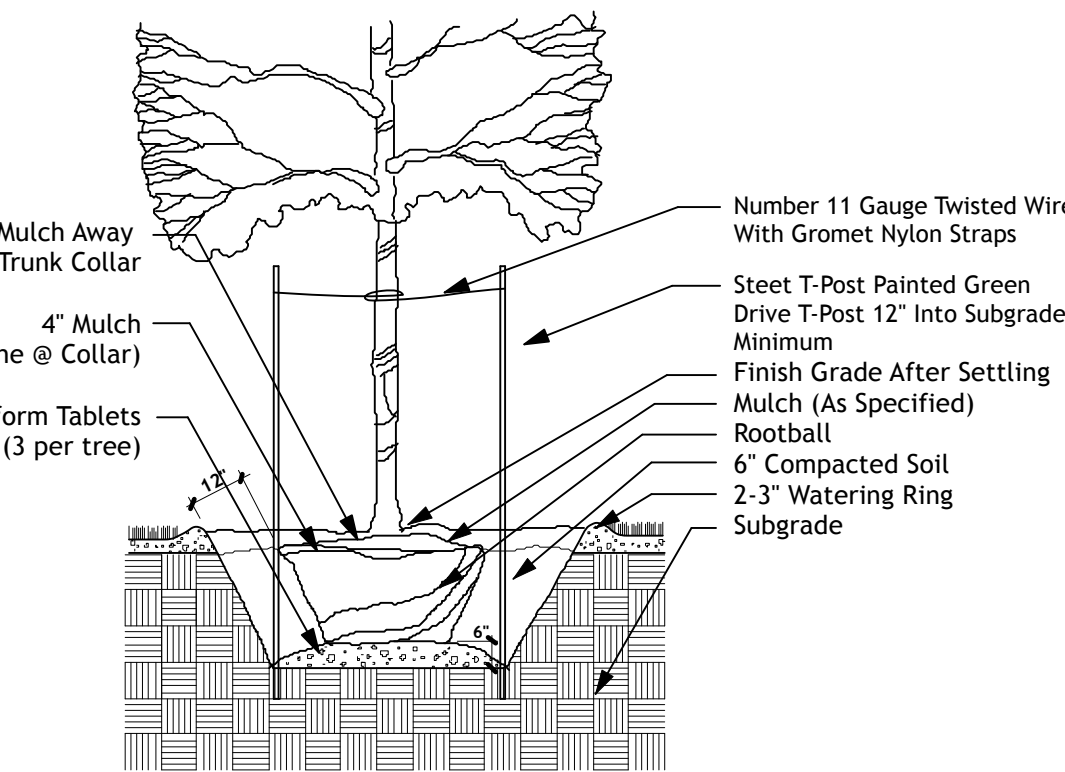
The Landscape Contractor shall verify all scales of the plans and quantities shown on the plan and is responsible for including in the bid the planting, or installation of all items shown. Any errors on the plan, or quantities should be brought to the attention of the Landscape Architect by the Contractor prior to submittal of any bid.



Steel Edging Detail
NO SCALE



Shrub Planting Detail
NO SCALE



Tree Planting Detail
NO SCALE

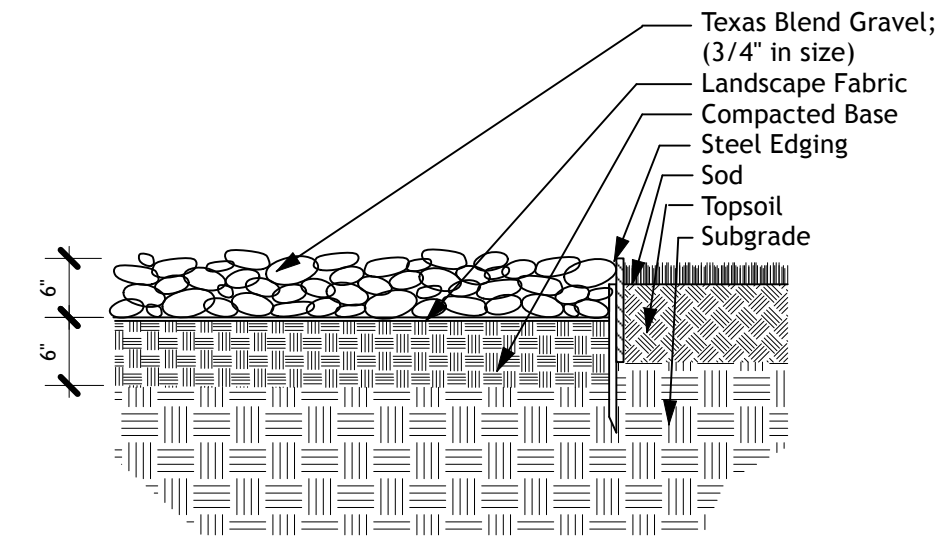
Plant List

Key	Qty.	Common Name	Botanical Name	Size	Height	Spread	Remarks
CE	2	Cedar Elm	Ulmus crassifolia	2" Cal.	8-10' Ht.	4-5' width	Full, Symmetrical, Uniform Height and Spread
CM	4	Crape Myrtle	Lagerstroemia indica	30 Gal.	6-7' Ht.	6' width	4" Maximum Clear Trunks Full and Symmetrical
GCS	143	Green Cloud Sage	Leucophyllum frutescens	5 Gal.	24" Ht	24" width	Full and Symmetrical; 48" o.c.
LOK	3	Live Oak	Quercus virginiana	2" Cal.	8-10' Ht.	4-5' width	Full, Symmetrical, Uniform Height and Spread
MES	8	Mexican Sycamore	Platanus mexicana	2" Cal.	8-10' Ht.	4-5' width	4" Maximum Clear Trunks; Staked Full, Symmetrical, Uniform Height and Spread
MOK	4	Monterrey Oak	Quercus polymorpha	2" Cal.	8-10' Ht.	4-5' width	4" Maximum Clear Trunks; Staked Full, Symmetrical, Uniform Height and Spread
RB	24	Red Bud	Cercis canadensis	30 gal.	5-6' Ht.	4-5' width	4" Maximum Clear Trunks Full, Symmetrical, Uniform Height and Spread
THY	57	Thyrallis	Galphimia glauca	5 Gal.	18" Ht	18" width	Multi-trunk Full and Symmetrical
SE		Steel Edging					1/8" x 4" Ryerson Steel Edging
Hydromulch		Common Bermuda					

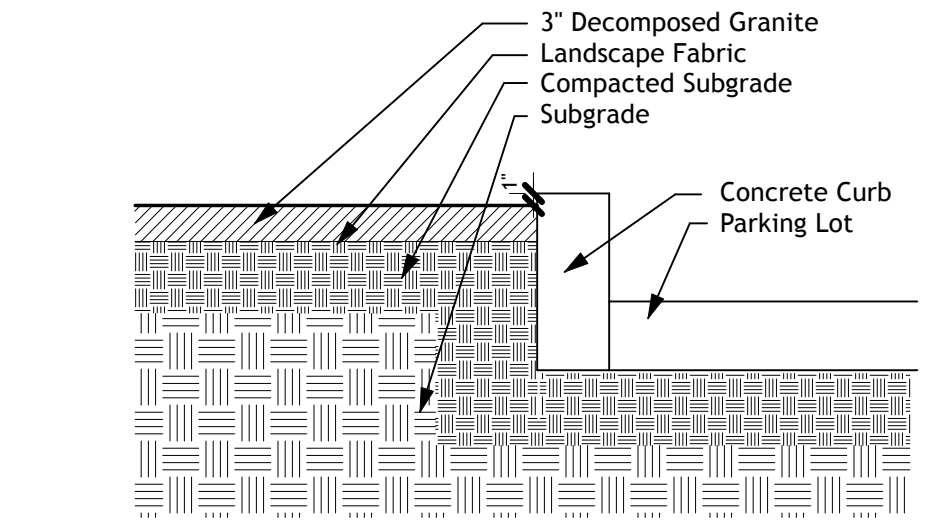
Required Landscape Area

(Mandatory Requirement)

Total Lot Area	261,427 sf
10% Required Landscape	26,143 sf
Hydroseed	54,816 sf
Mulch	3,501 sf
Decomposed Granite	600 sf
Texas Blend Gravel	1,140 sf
Square Footage of Landscape Provided	60,057 sf
Percentage of Landscape Provided	23.0 %



Texas Blend Gravel Detail
No Scale



Decomposed Granite @ Curb Detail
No Scale

General Notes

- All quantities shown on plans to be verified by Landscape Contractor. Landscape Contractor shall be responsible for installing all labeled plant material.
- Landscape Contractor shall familiarize himself with the Landscape Plan and Specifications and shall be responsible for the requirements dictated therein.
- Landscape Contractor shall familiarize himself with the location of all underground utilities and easements prior to the installation of any plant material.
- All plants must comply with the American Standards for Nursery Stock, by the American Association of Nurserymen, Inc.
- All final shaping and raking of the topsoil shall be approved by the Landscape Architect prior to application of Hydromulch or sod, shaping planting beds, installing trees and installing irrigation. Excessive slopes on berms which may cause maintenance problems shall be reviewed by the Landscape Architect. Berms shall be installed in 12" layers and compacted to 90%proctor.
- All topsoil shall be fine sandy loam, raked smooth to grade 2" below curbs, sidewalks, or edging.
- All beds to be mulched to a depth of 4" with BLACK dyed mulch from New Earth (210.661.5180). (7800 IH-10 East, 78219). Submit mulch sample to Landscape Architect prior to delivery and installation.
- All backfill to be sandy loam material and shall be the responsibility of the General Contractor. General Contractor shall allow for the installation of 2" of topsoil at hydroseed areas, 6" of topsoil at lawn areas, and 8" of specified backfill (New Earth 4-way Mx) in shrub areas to be supplied by the Landscape Contractor. Any backfill material shall be compacted sufficiently to prevent excessive settling of topsoil that may effect the finished grade or drainage.
- Landscape Contractor shall notify the Landscape Architect of any questions regarding application of proposed plant material prior to installation-especially questions that may effect or alter the warranty of said material.
- Landscape Contractor shall maintain all trees, shrubs, groundcover and turf areas in a healthy state under the contract until acceptance by the owner. A 90 day maintenance period, after acceptance, shall be included in base bid.
- Trees shall be warrantied 1 year from acceptance of owner. Shrubs and groundcovers shall be warrantied 6 months in the same period.
- All container grown shrubs and groundcovers shall be healthy, vigorous, well-rooted and established in the container in which they are growing.
- Landscape Irrigation to be provided throughout project and shall provide 100%coverage at all landscape areas.

Hydroseed Notes

- Hydroseed Works:
 - Seed which has become wet, moldy and otherwise damaged in transit, or in storage will not be acceptable.
 - All grass seed shall be fresh, re-cleaned grass seed of the latest crop, mixed in the following proportions by weight and meeting the accepted standards of pure live seed content, purity and germination.
 - Grass seed shall have the following minimum ration:
Summer Mix:
Cynodon Dactylon (Hulled Common Bermuda Grass) 85%pure live seed @ 75lbs Pure Live Seed (PLS) per acre.
Winter Mix:
Cynodon Dactylon (Unhulled Common Bermuda Grass) 85%pure live seed @ 75lbs Pure Live Seed (PLS) per acre. Annual Rye Grass, or equal, 85%pure live seed @ 175lbs Pure Live Seed (PLS) per acre.
- Surry Mx Component per acre shall be wood cellulose fiber mulch=2,000 pounds + Grass Seed as specified + fertilizer (13-13-13) 800 pounds.
- Hydroseed on prepared finished grades:
 - Install and spread out a minimum of two inch layer of topsoil over all areas to be hydroseeded.
 - Bed Prep- Immediately after the finished grade has been approved, begin the hydroseeding operation to reduce excessive weed growth and erosion.
 - Apply seed, fertilizer, and mulch by spraying them on the previously prepared seedbeds in the form of an aqueous mixture and by using the methods and equipment described herein.
 - Particular care shall be exercised by the contractor to insure that the application is made uniformly and at the prescribed rate and to guard against miss and overlapped areas.
 - Where slope of areas to be grassed exceed a 3:1 H:V; an erosion control fabric shall be installed prior to the hydroseeding process.
- Maintenance:
 - Maintenance shall consist of weeding, fertilizing, insect control, watering, replanting, mowing, maintaining of existing grades and repair of any erosion damages.
 - Guarantee growth and coverage of hydroseed planting shall be a minimum on ninety five percent (95%) of the area planted will be covered with specified planting after sixty (60) days with no bare spots visible.
 - Watering-Coordinate with the Owner to properly operate irrigation system to assure a regular deep watering program.
- Inspection and Final Acceptance:
 - Final acceptance of the lawn establishment shall mean that hydroseed areas are ninety five (95%) uniform coverage of grass in excess of one inch height. No bare spots shall be acceptable.



317 lexington suite 1
san antonio, texas 78215

210.269.5454 tel

www.c2landgroup.com



June 4, 2025

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Issue / Revision

City Submittal 06.04.25

a landscape plan for the
Lockhart C-Store
Lockhart, Texas 78644

drawn by: cms

checked by: cms

date: june 4, 2025

landscape notes & details

L1.0

June 4, 2025

The designs, concepts, plans, notes and specifications shown are the sole property of **C2 Landgroup, Inc.** and may not be used, or reproduced without written permission.

Issue / Revision
City Submittal 06.04.25

the
Lockhart C-Store

Lockhart, Texas 78644

a landscape plan for the

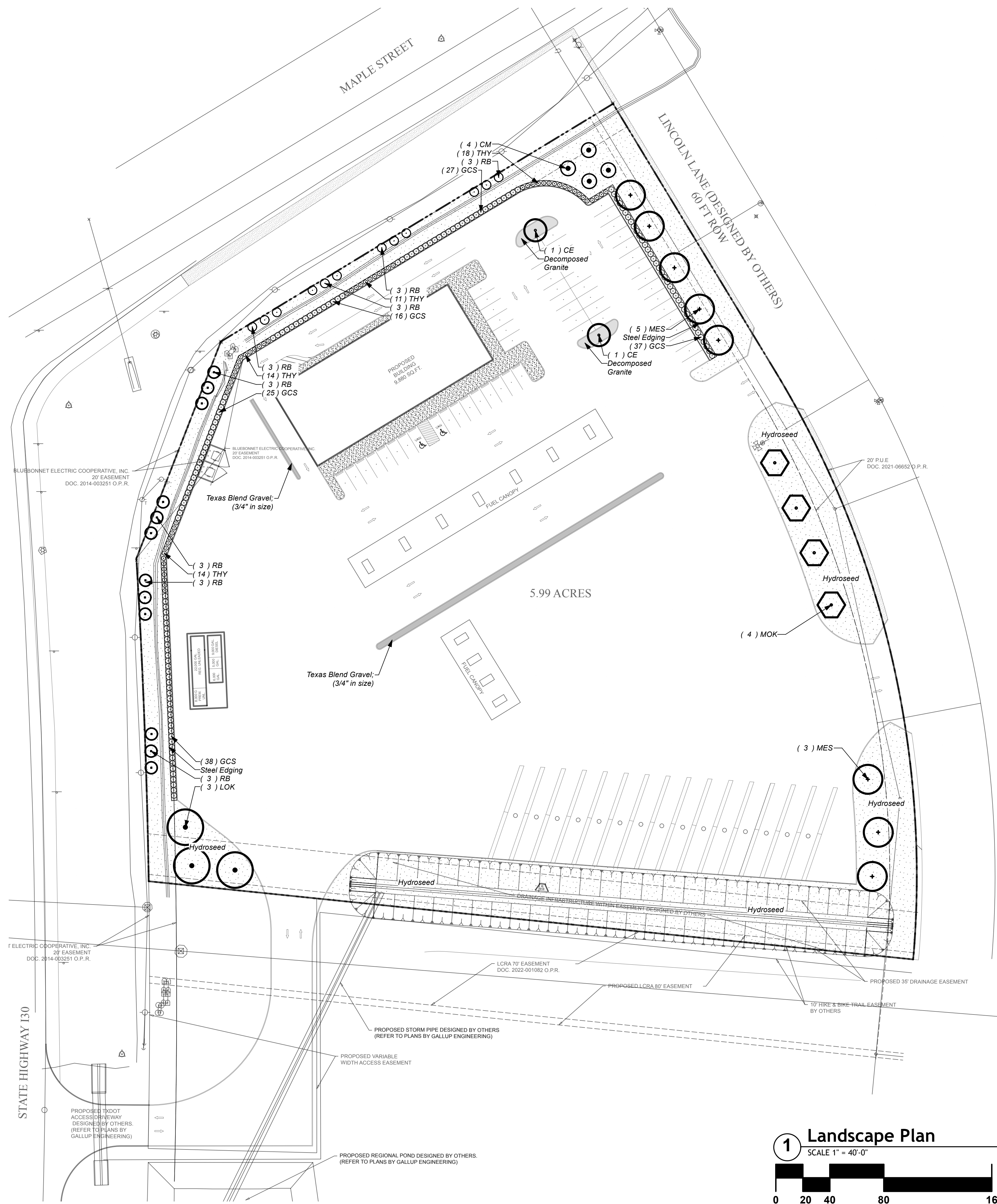
drawn by: cms

checked by: cms

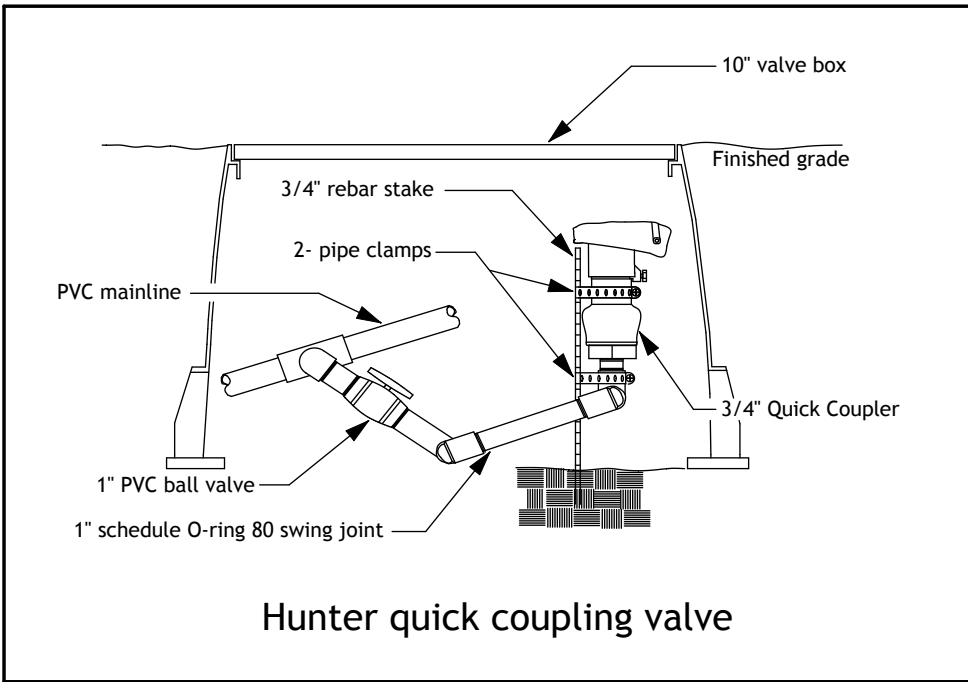
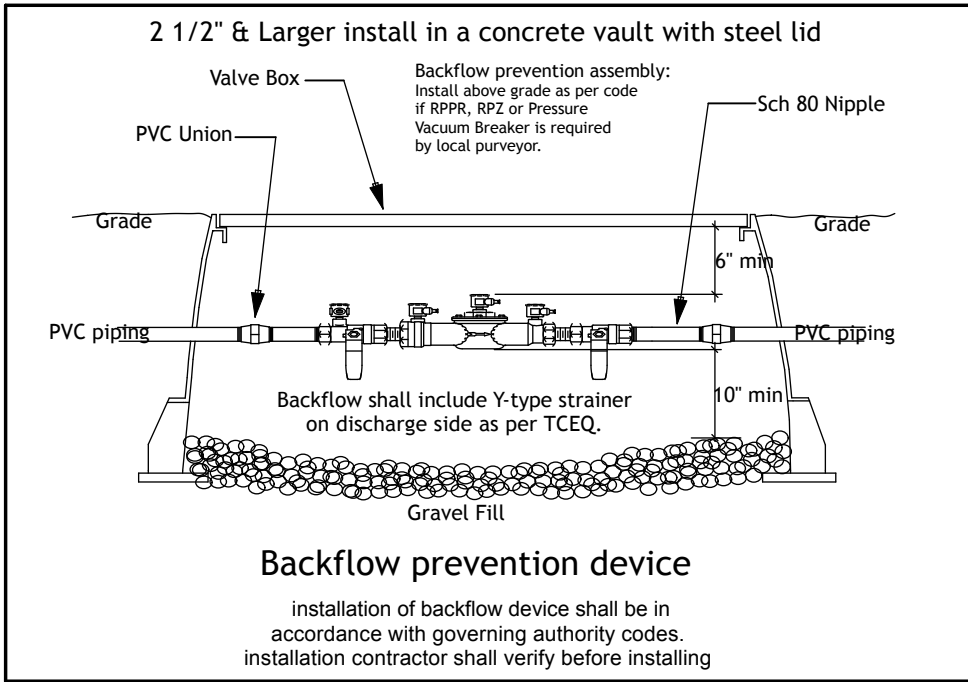
date: june 4, 2025

landscape plan

L2.0

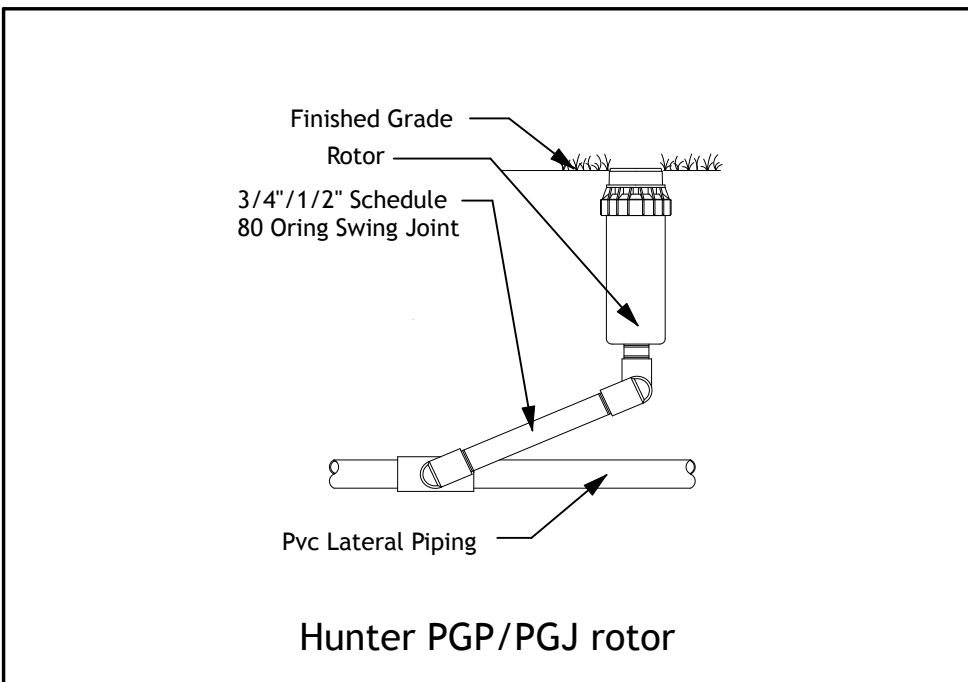
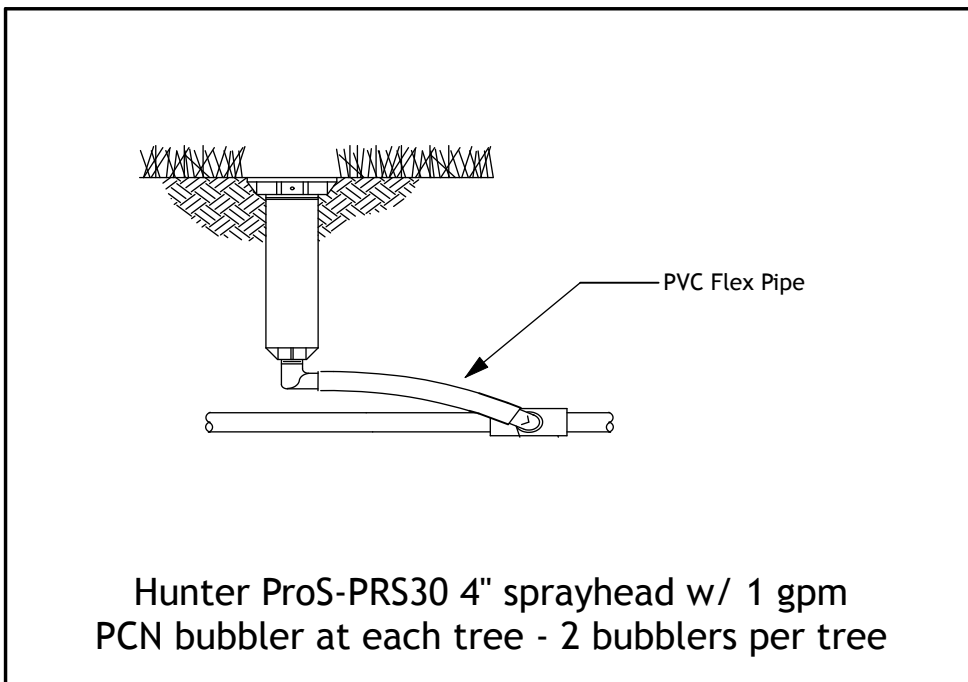
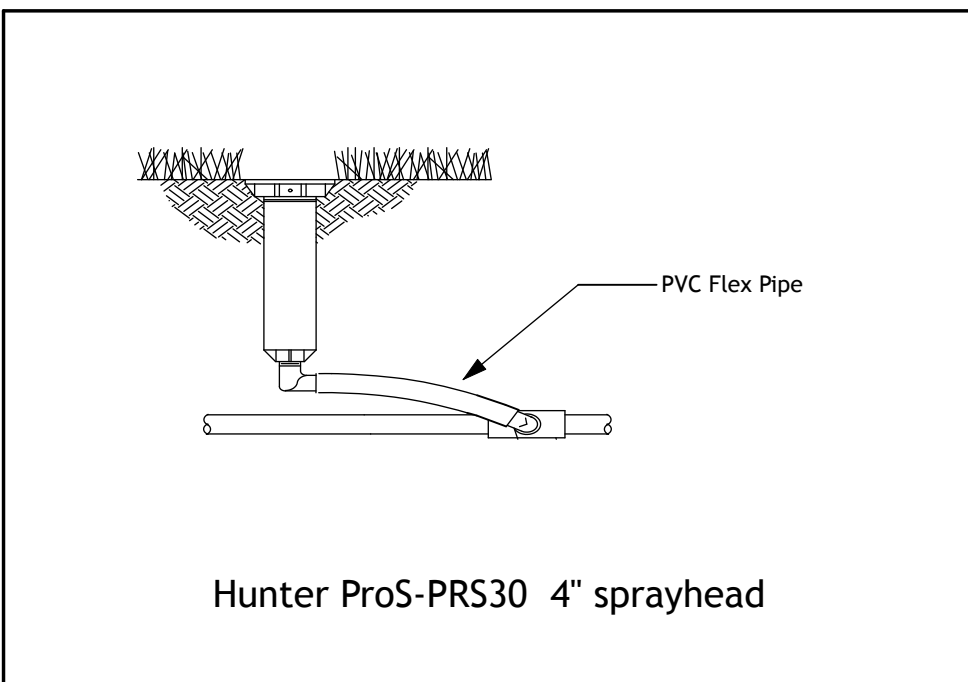
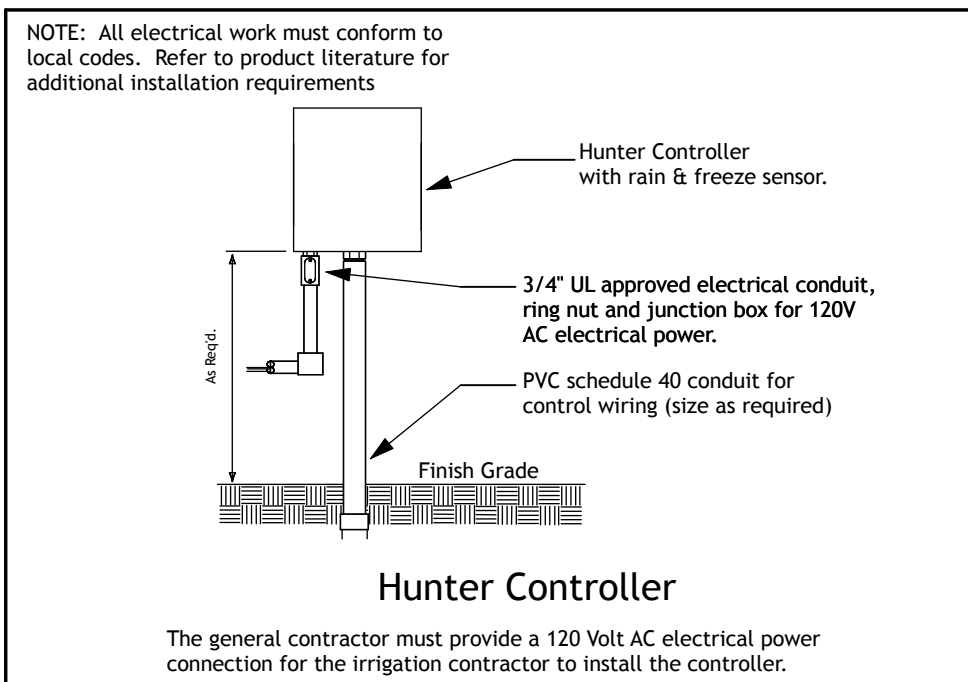
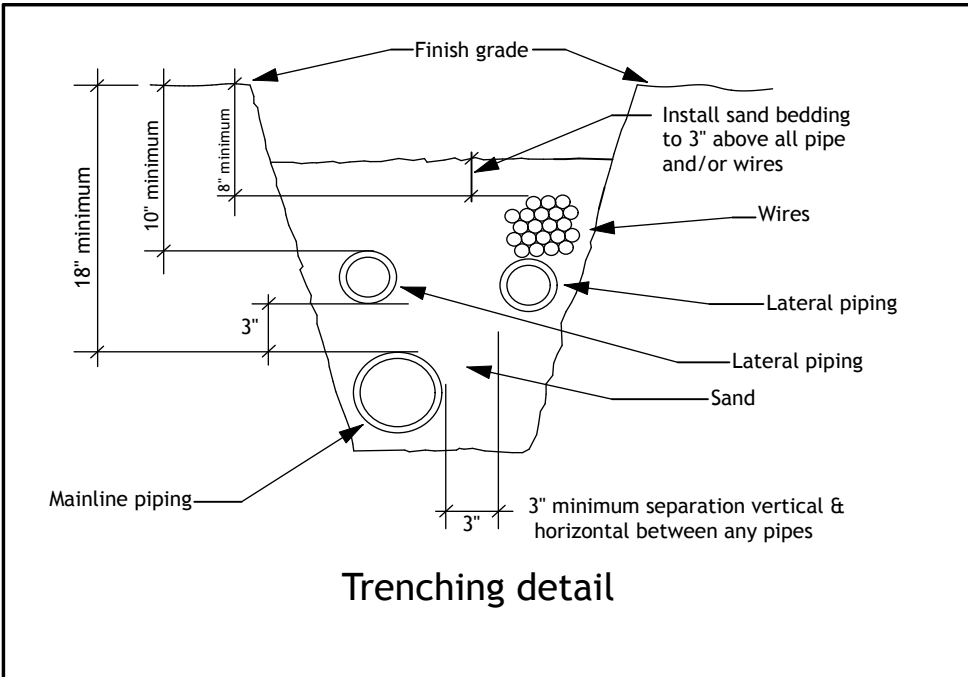
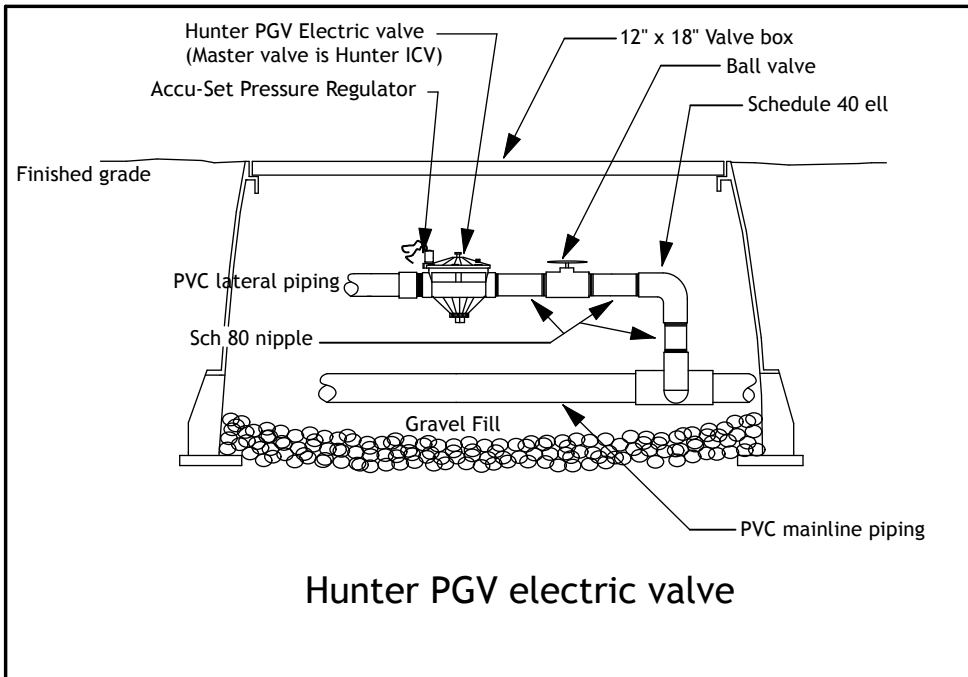


Irrigation Requirements & Tabulations



I, STEPHEN COOK, LICENSED IRRIGATOR #8155, HEREBY CERTIFIES THAT THIS IRRIGATION DESIGN CONFORMS TO ALL CURRENT CITY OF LOCKHART AND STATE OF TEXAS DESIGN REGULATIONS

Stephen Cook
Stephen Cook LI 8155

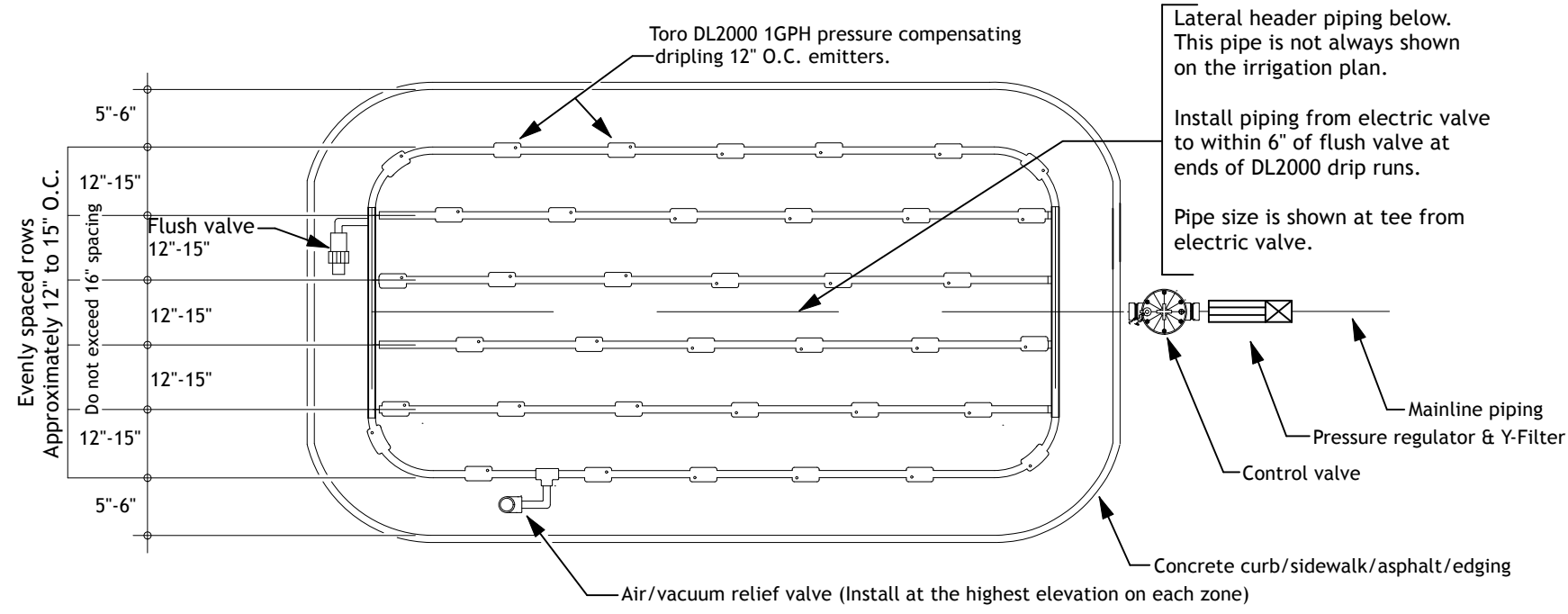


FRICTION LOSS FOR ZONE		
8 @ 25 GPM		
STATIC PRESSURE: PSI 65**		
1"	COPPER SERVICE	07.0
1"	WATER METER	03.4
1"	BACKFLOW PREVENTOR	04.5
1"	Y-STRAINER	01.0
1"	MASTER VALVE	03.0
1.5"	MAINLINE	100'
1.5"	MAINLINE LOOP	2,200'
1.5"	ELECTRIC ZONE VALVE	03.0
1.5"	LATERAL PIPING	05.0
1.5"	SPRAYHEAD PRESSURE	30.0
1.5"	DESIGN PRESSURE	TOTAL 60.9

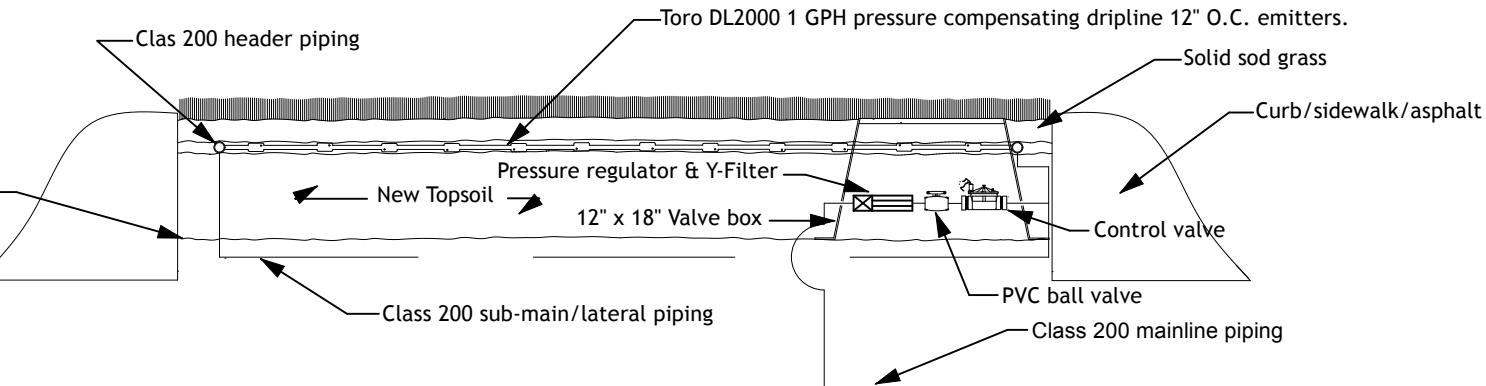
**It is the irrigation contractors sole responsibility to confirm the copper piping service line length and a minimum 65 psi static water pressure is available at the highest elevation on site before any installation.

ZONE	RUN TIME TO ACHIEVE 1" OF PRECIPITATION	RUN TIME TO ACHIEVE 1/2" OF PRECIPITATION
SHRUB SPRAY	38 MINUTES	19 MINUTES
LAWN SPRAY	38 MINUTES	19 MINUTES
LAWN ROTOR	99 MINUTES	50 MINUTES
DRIP LINE	37 MINUTES	18.5 MINUTES
TREE BUBBLER	30 MINUTES	15 MINUTES

ALL IRRIGATION COMPONENTS SHALL BE INSTALLED IN A NEWLY LANDSCAPED AREA. ITEMS SHOWN IN ASPHALT, CONCRETE OR OUTSIDE L.O.C. ARE FOR CLARIFICATION ONLY.



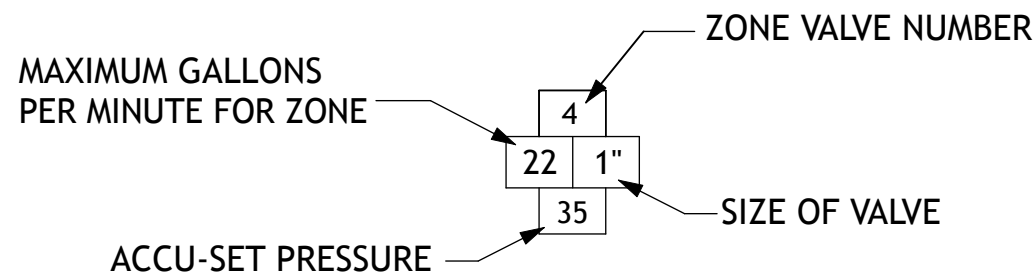
DRIP INSTALLATION UNDER SOLID SOD GRASS PLAN VIEW



DRIP INSTALLATION UNDER SOLID SOD GRASS ELEVATION VIEW

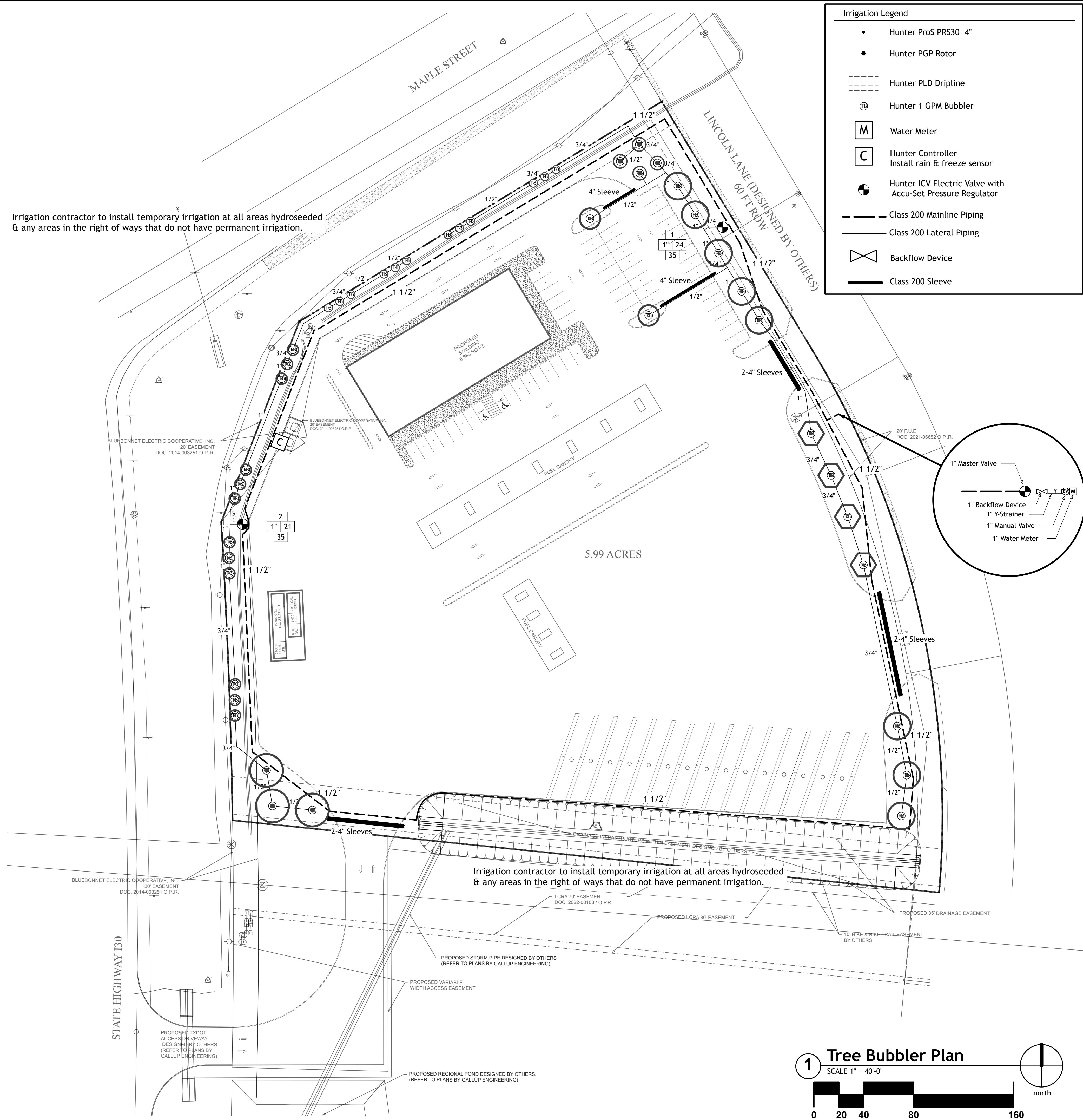
- DRIP INSTALLATION NOTES (UNDER SOLID SOD):
1. Install drip tubing for solid sod areas on top of finished grade.
 2. Lay sod directly on top of the drip tubing.
 3. Moisten the ground followed by rolling the sod.
 4. The drip tubing will become embedded in the softened topsoil and smooth out as the sod is rolled.
 5. Do not over moisten prior to rolling of sod to prevent altering of finished grade.

IRRIGATION IN THE STATE OF TEXAS IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY P.O. BOX 13087 AUSTIN, TEXAS 78711-3087 WWW.TCEQ.STATE.TX.US



IRRIGATION NOTES

BACKFILL IN TRENCHES SHALL BE FREE OF LARGE ROCKS OVER 1". IF EXISTING SOIL IS DETERMINED UNACCEPTABLE BY THE IRRIGATION INSPECTOR THEN IMPORT BACKFILL MUST BE SUPPLIED. PROVIDE SAND BEDDING AS PER TRENCH DETAIL.
ALL IRRIGATION COMPONENTS SHALL BE INSTALLED IN A LANDSCAPED AREA.
ITEMS SHOWN IN ASPHALT OR CONCRETE ARE FOR CLARIFICATION ONLY. ITEMS THAT ACTUALLY CROSS UNDER ASPHALT OR CONCRETE MUST BE SLEEVED EVEN IF SLEEVE IS NOT SHOWN.
ALL SPRINKLER HEADS SHALL HAVE A FLEXIBLE ATTACHMENT. SEE DETAILS.
QUICK COUPLING VALVES MUST HAVE AN ISOLATION VALVE INSTALLED BETWEEN THE QCV & THE MAINLINE.
IRRIGATION SLEEVES TO BE PROVIDED BY THE IRRIGATION CONTRACTOR.
ALL SLEEVES SHALL BE SIZED TO ACCOMMODATE MAINLINE, WIRES, & LATERAL PIPING AS NECESSARY.
ALL NEWLY PLANTED TREES SHALL RECEIVE A BUBBLER FOR SUPPLEMENTAL WATERING. BUBBLERS SHALL BE ZONED SEPARATELY. SEE THE LANDSCAPE PLAN FOR THE LOCATION OF TREES AND COORDINATE BUBBLER INSTALLATION WITH THE LANDSCAPE CONTRACTOR.
IRRIGATION FINAL CONTROLLER LOCATION SHALL BE COORDINATE WITH OWNER & GENERAL CONTRACTOR. LOCATION SHOULD BE AGREED UPON BY ALL PARTIES PRIOR TO ANY IRRIGATION INSTALLATION.
TXDOT R.O.W. INSTALLATION REQUIRES HEADS TO BE PLACED A MINIMUM OF 3 FEET OFF OF THE CURB.
IF STATIC WATER PRESSURE IS LESS THAN MANDATED THEN IMMEDIATELY NOTIFY IRRIGATION DESIGNER. INADEQUATE PRESSURE NOTIFICATION MUST BE MINIMUM OF 4 WEEKS PRIOR TO ANY IRRIGATION INSTALLATION.
IT IS THE IRRIGATION CONTRACTORS SOLE RESPONSIBILITY TO CONFIRM THE STATIC PRESSURE.
IF A CONTRACT IS NOT IN PLACE FOR AN INSTALLATION CONTRACTOR WITHIN THE 4 WEEKS THEN THE GENERAL CONTRACTOR SHALL CONFIRM PRESSURE AND REPORT ANY INADEQUACY.
THE IRRIGATION CONTRACTOR SHALL INSTALL IRRIGATION COMPONENTS IN ACCORDANCE WITH T.C.E.Q. AND ANY LOCAL GOVERNING REGULATIONS.
ALL IRRIGATION PIPING OR WIRES THAT CROSS UNDER ASPHALT OR CONCRETE SHALL BE SLEEVED BY THE IRRIGATION CONTRACTOR.
ANY IRRIGATION HEAD INSTALLED AT AN IMPERVIOUS SURFACE SHALL BE INSTALL 4's FROM SUCH SURFACE. INCLUDING CONCRETE, CONCRETE WALKS, ASPHALT, FENCES, WALLS, ETC.
PIPING BETWEEN THE WATER METER AND THE MASTER VALVE SHALL BE SHEDULE 40.
USE PRIMER ON ALL JOINTS AND FITTINGS IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE. EVERY GLUED JOINT MUST BE PRIMERED.
IRRIGATION DESIGN MUST BE KEPT ON SITE DURING ALL OF THE INSTALLATION AS PER TCEQ.
ANY HOSE ATTACHED TO THE SPRINKLER SYSTEM MUST BE LABELED "NON-POTABLE" IN ENGLISH AND SPANISH
ALL NOZZLES WITHIN ANY ZONE SHALL HAVE MATCHED PRECIPITATION RATES.
CONTRACTOR WILL PERFORM A FINAL WALK THRU AND IT MUST BE PERFORMED WITH THE OWNER OR THE OWNERS REP TO EXPLAIN ALL FUNCTIONS OF THE IRRIGATION SYSTEM.
IRRIGATOR WILL PROVIDE A MAINTENANCE CHECKLIST AND HAVE THE OWNER OR OWNERS REP SIGN. IF THE OWNER REFUSES TO SIGN THEN NOTE DATE AND TIME AND REFUSAL TO SIGN. SUPPLY TO THE OWNER OR OWNERS REP, AS PART OF THE CHECKLIST: CONTROLLER MANUAL, SEASONAL WATERING SCHEDULE, LIST OF PARTS THAT REQUIRE MAINTENANCE AND THE RECOMMENDED FREQUENCY OF MAINTENANCE, STATEMENT THAT ALL COMPONENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH ALL RULES AND REGULATIONS AND HAS BEEN ADJUSTED FOR THE MOST EFFICIENT APPLICATION OF WATER.
THE IRRIGATOR MUST ATTACH A "PERMANENT" STICKER TO EACH CONTROLLER SHOWING THE IRRIGATORS NAME, LICENSE NUMBER, TELEPHONE NUMBER AND DATES OF THE WARRANTY PERIOD.
IRRIGATION CONTRACTOR WILL SUPPLY A COMPLETE AS-BUILT DRAWING TO INCLUDE EXACT LOCATION OF ALL MAINLINE, VALVES, CONTROLLERS, QUICK COUPLERS, P.O.C. & WIRE PATH. IRRIGATION CONTRACTOR WILL SUPPLY A COMPLETE OF OPERATION & MAINTENANCE MANUALS.
PROVIDE A COLORED LAMINATED ZONE MAP AND INSTALL AT THE CONTROLLER



Irrigation Legend

Hunter ProS PRS30 4"

Hunter PGP Rotor

Hunter PLD Dripline

Hunter 1 GPM Bubbler

Water Meter

Hunter Controller
Install rain & freeze sensor

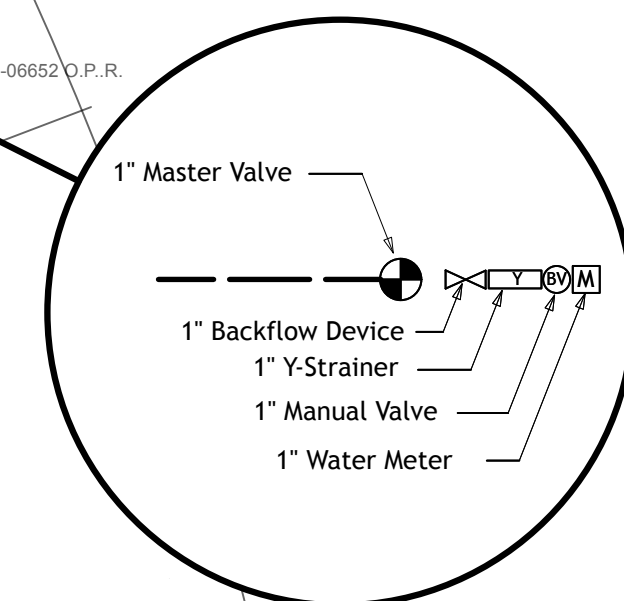
Hunter ICV Electric Valve with
Accu-Set Pressure Regulator

Class 200 Mainline Piping

Class 200 Lateral Piping

Backflow Device

Class 200 Sleeve



1

Tree Bubbler Plan

SCALE 1" = 40'-0"

0

20

40

80

160

north

C2

landgroup

landscape architecture /
master planning / creative spaces

317 lexington suite 1
san antonio, texas 78215

210.269.5454 tel

www.c2landgroup.com

STATE OF TEXAS

STEPHEN COOK

8155

06-04-2025

LICENSED IRRIGATOR

The designs, concepts, plans, notes,
and specifications shown are the sole
property of C2 Landgroup, Inc.,
and may not be used, or reproduced
without written permission.

Issue / Revision

City Submittal 06.04.25

an irrigation plan for the

Lockhart C-Store

Lockhart, Texas 78644

drawn by: sc

checked by: sc

date: june 4, 2025

tree bubbler plan

L5.0

Page 223 of 426

APPENDIX 6
MAPLE PARK, SECTION THREE-B
CONCEPTUAL PROJECT DESIGN INFORMATION

PROJECT DESIGN INFORMATION

NEW CONSTRUCTION: YES

ZONING: PDD

CODE:

2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2017 NATIONAL ELECTRIC CODE
2009 ACCESSIBILITY CODE ICC/ANSI 117.1
2018 IECC ENERGY CODE

OCCUPANCY GROUP: R-2

TYPE OF CONSTRUCTION: TYPE VA

BUILDING SUMMARY:

ONE (1) TOTAL BUILDINGS
HEIGHT: 35' - 2"

<u>SQUARE FOOTAGES:</u>	<u>GROSS</u> (COVERED)	<u>GROSS</u> (ENCLOSED)	<u>NET</u> (HEATED)
<u>APARTMENT BLDG</u>	27,819 S.F.	22,385 S.F.	1,467 S.F.
FIRST FLOOR	13,899 S.F.	11,187 S.F.	728 S.F.
SECOND FLOOR	13,920 S.F.	11,198 S.F.	739 S.F.

ENERGY CONSERVATION: SEE CODE REVIEW

UNIT SUMMARY: OVERALL UNIT TOTAL = 30

UNITS

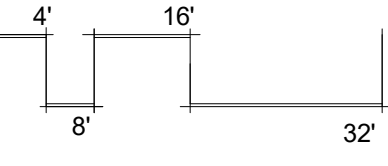
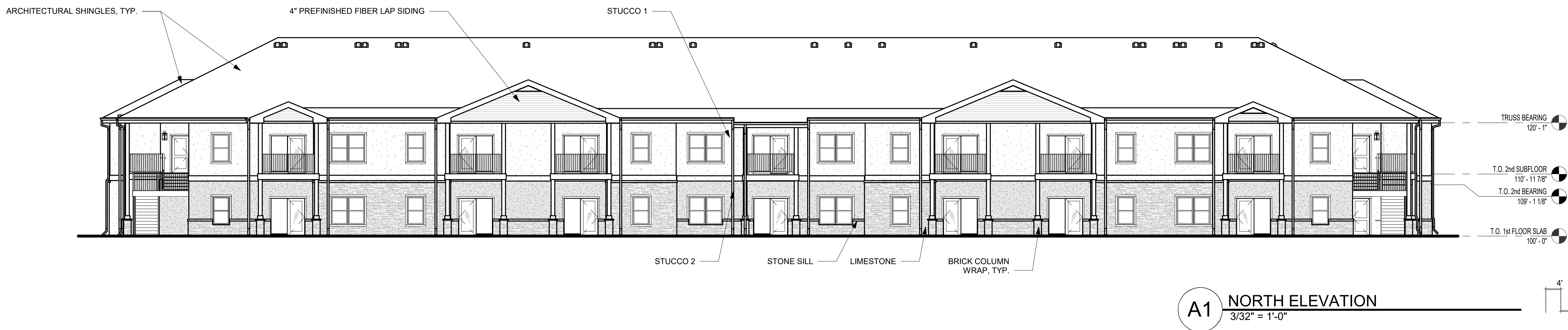
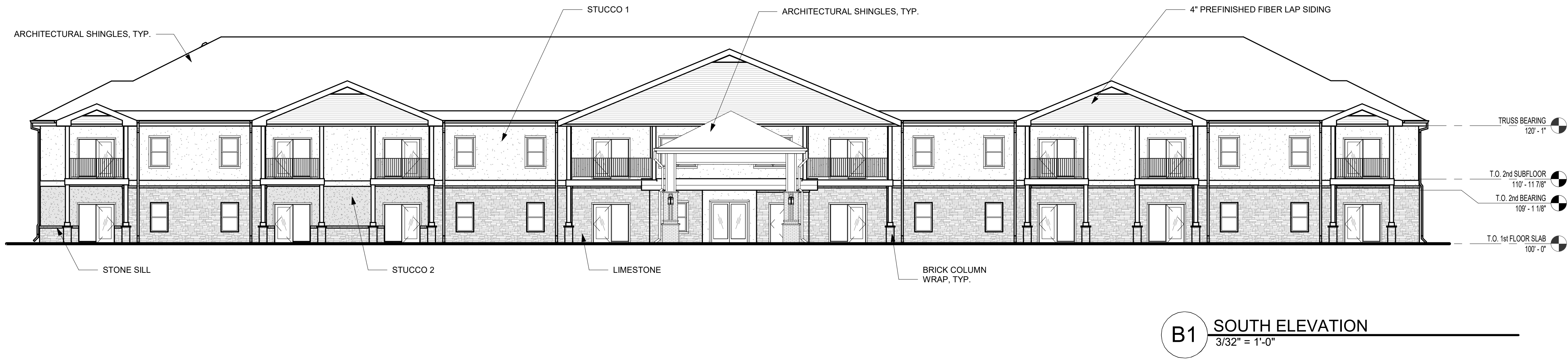
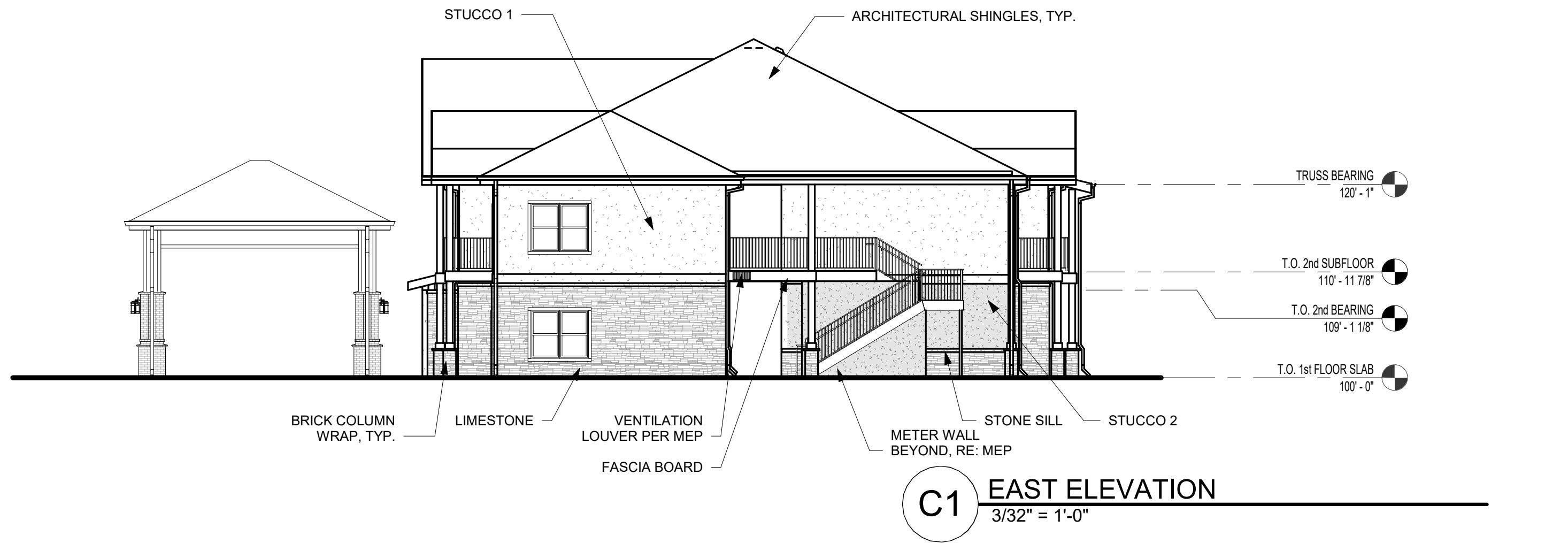
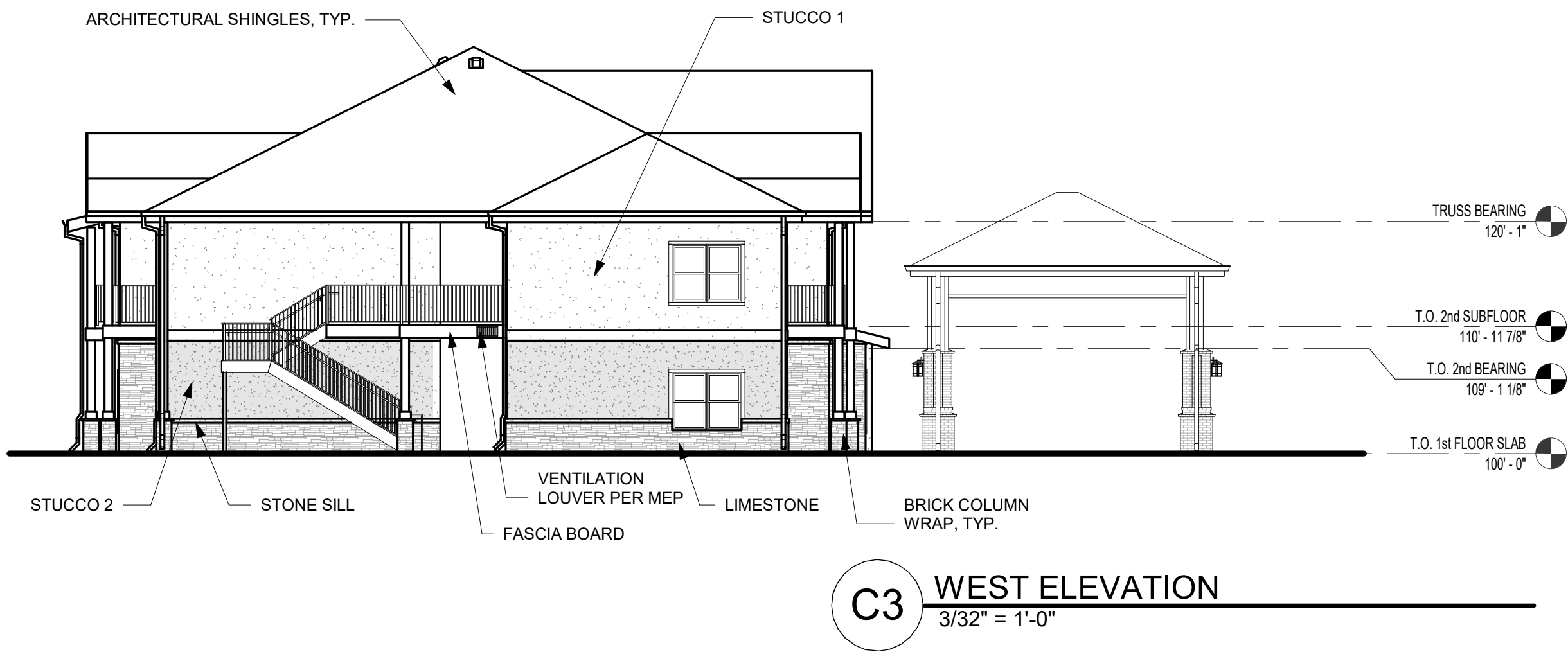
TYPE "A" UNITS (5% OF TOTAL)	(1) UNIT - ONE BEDROOM
	(1) UNIT - TWO BEDROOM
HI/VI UNITS (2% OF TOTAL)	(1) UNITS - ONE BEDROOM
<u>TYPE "B" UNITS</u>	(22) UNITS - ONE BEDROOM
	<u>(5) UNITS - TWO BEDROOM</u>
TOTAL UNITS	(30) UNITS

SQUARE FOOTAGE:	<u>GROSS</u>	<u>NET</u>
TYPE "A" - 1 BEDROOM	658 S.F.	608 S.F.
TYPE "B" - 1 BEDROOM	658 S.F.	608 S.F.
TYPE "A" - 2 BEDROOM	850 S.F.	792 S.F.
TYPE "B" - 2 BEDROOM	850 S.F.	792 S.F.
TYPE "B" - 2 BEDROOM (UNIQUE)	858 S.F.	803 S.F.

REFERENCE G-003 FOR GENERAL NOTES

MATERIAL LEGEND

- STUCCO
- STUCCO
- FACE BRICK
- LIMESTONE
- 4" PREFINISHED FIBER LAP SIDING
- CAST STONE BANDING, WINDOW SILLS AND CAPS
- SPLIT FACE CMU
- PREFINISHED FIBER TRIM - 3-1/2" & 5-1/2" AT WINDOW 11-1/4" AT BANDING 3-1/2" VERTICAL OUTSIDE / INSIDE CORNER TRIM



PRINTS ISSUED
05/29/24 - 100% CONSTRUCTION DOCUMENTS

REVISIONS:

rosemann & associates P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
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PRELIMINARY
NOT FOR
CONSTRUCTION

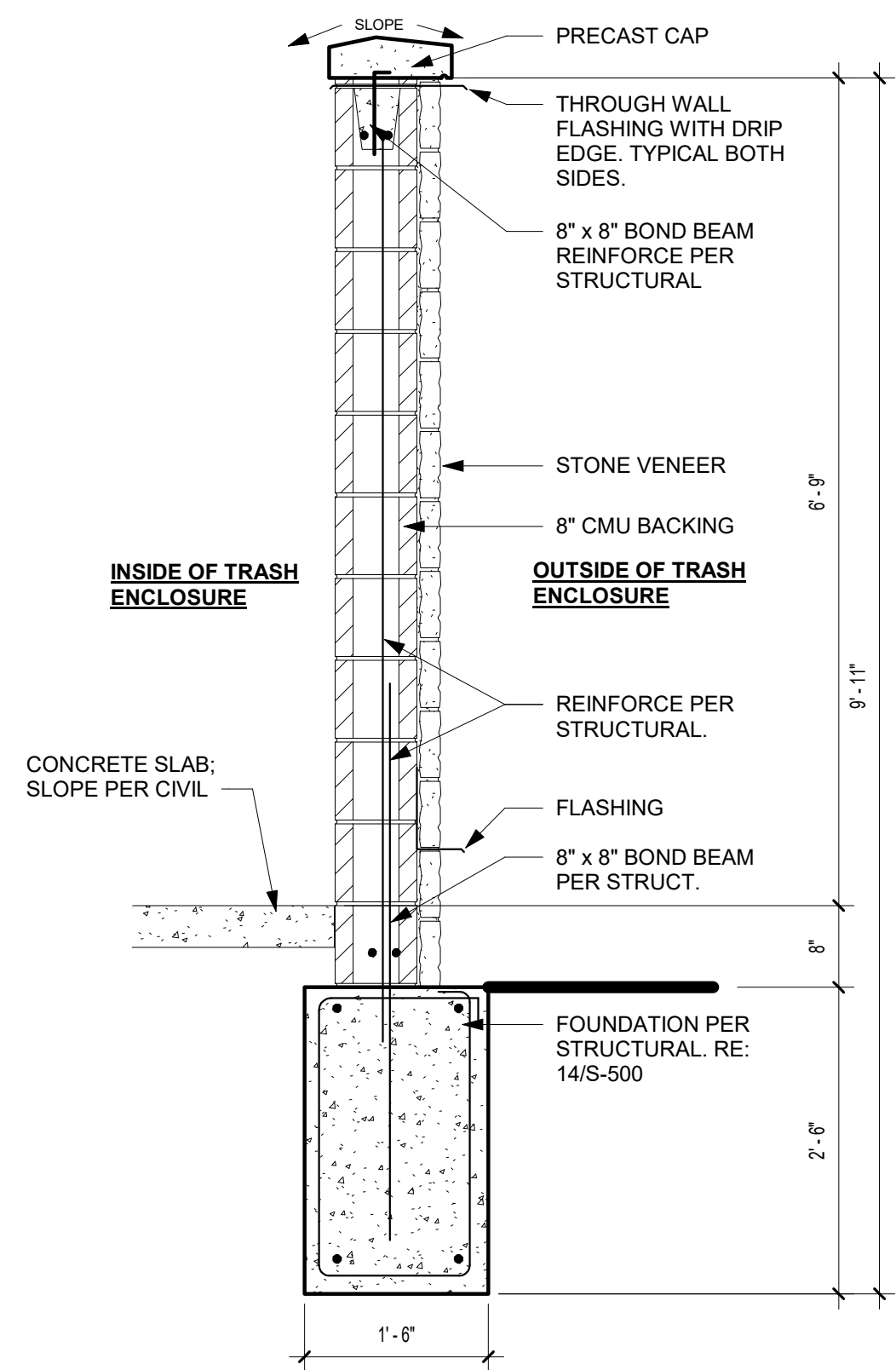
MAPLE PARK MANOR
LOCKHART, TX

SHEET TITLE
EXTERIOR ELEVATIONS

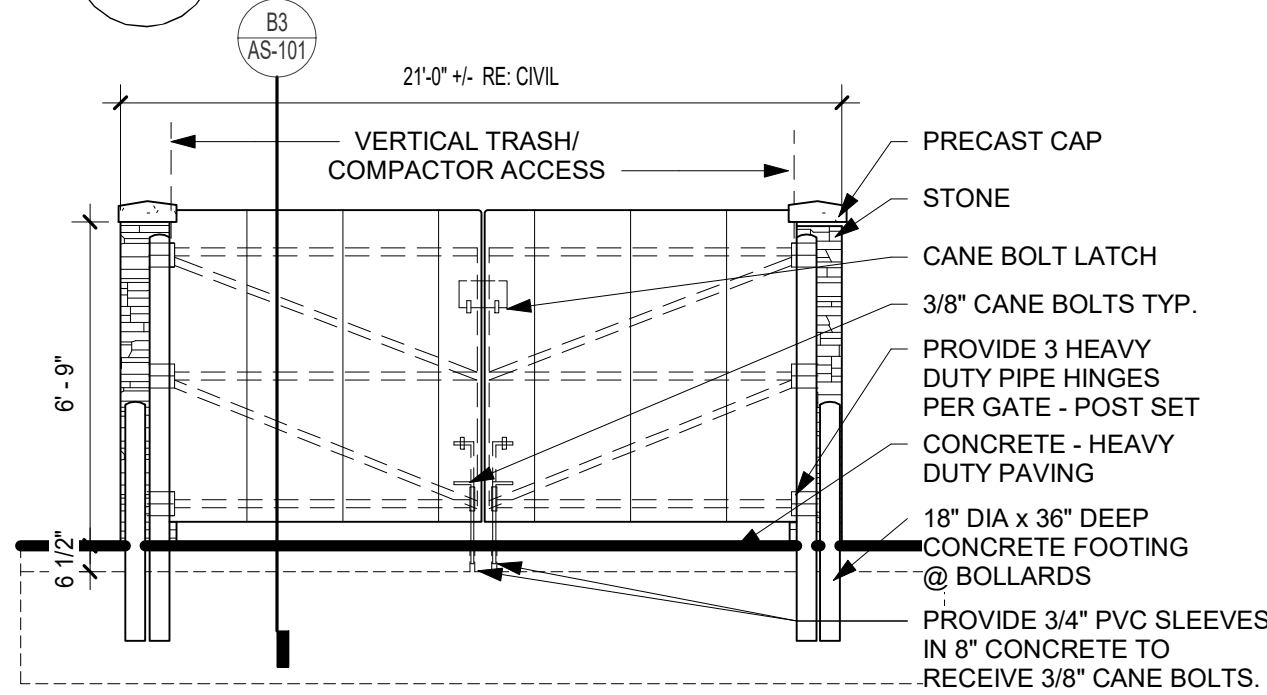
PROJECT NUMBER: 23051

SHEET NUMBER:

A-200

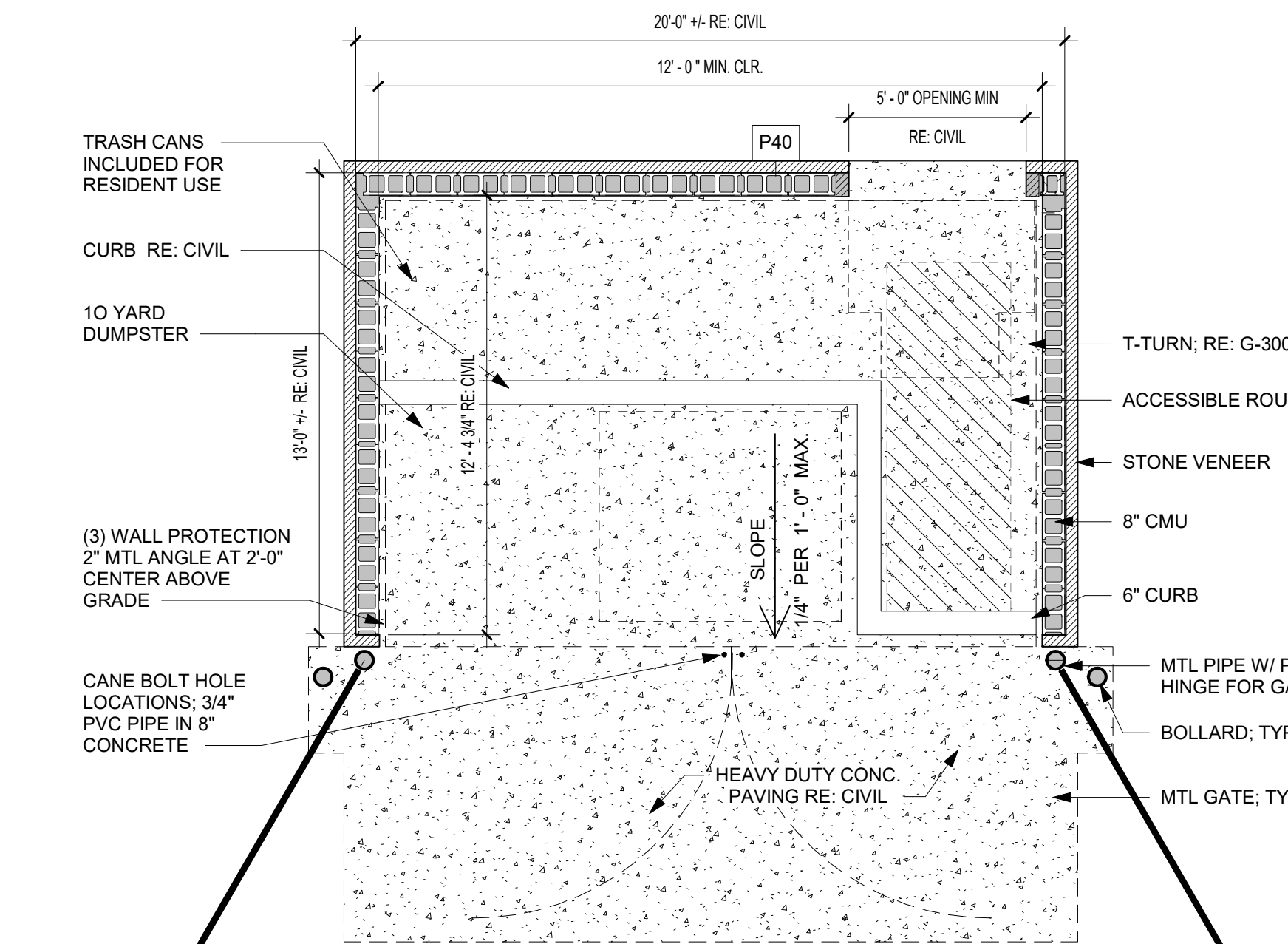


C5 TRASH ENCLOSURE SECTION
3/4" = 1'-0"

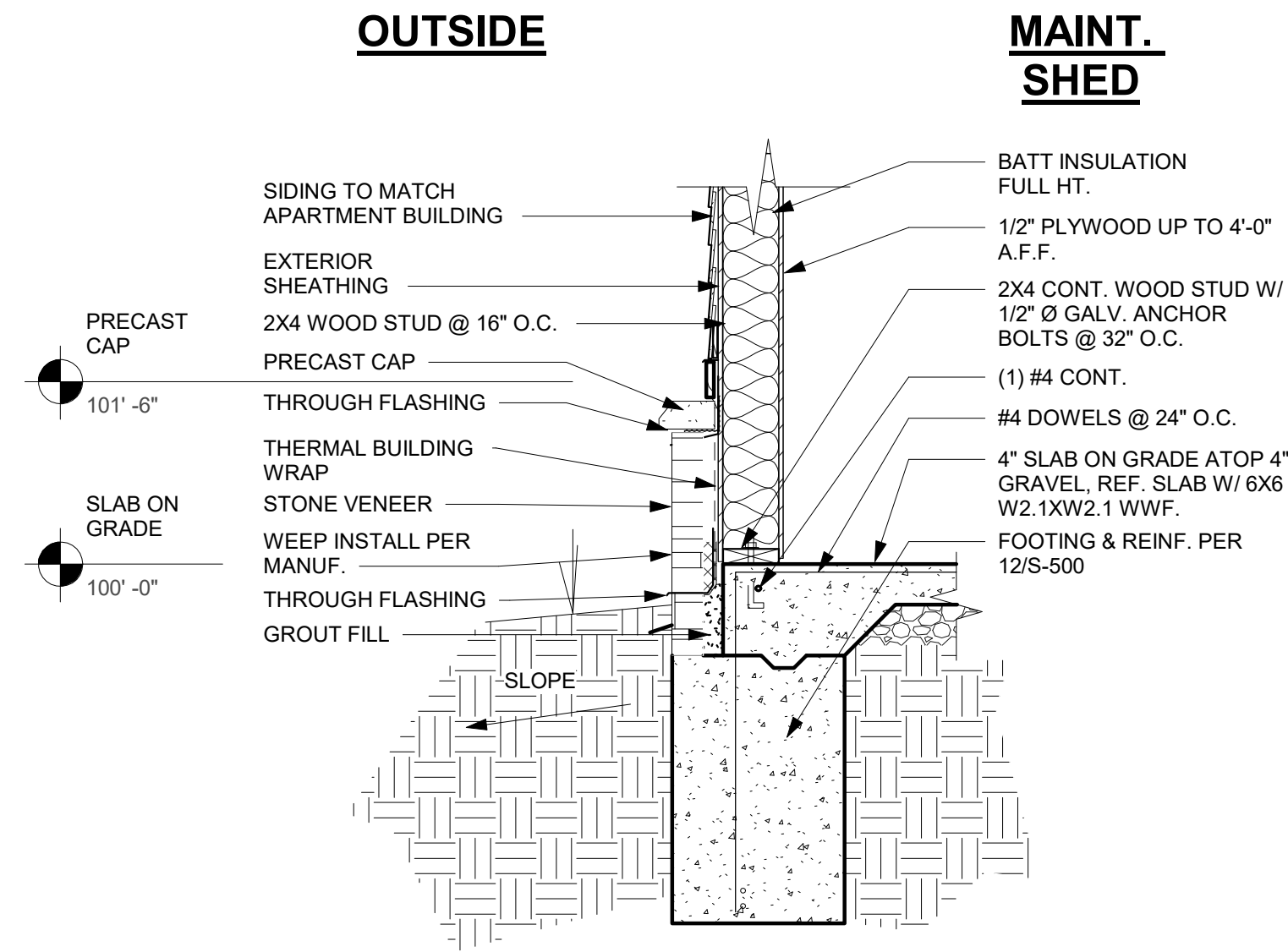


B5 TRASH ENCLOSURE ELEVATIONS
1/4" = 1'-0"

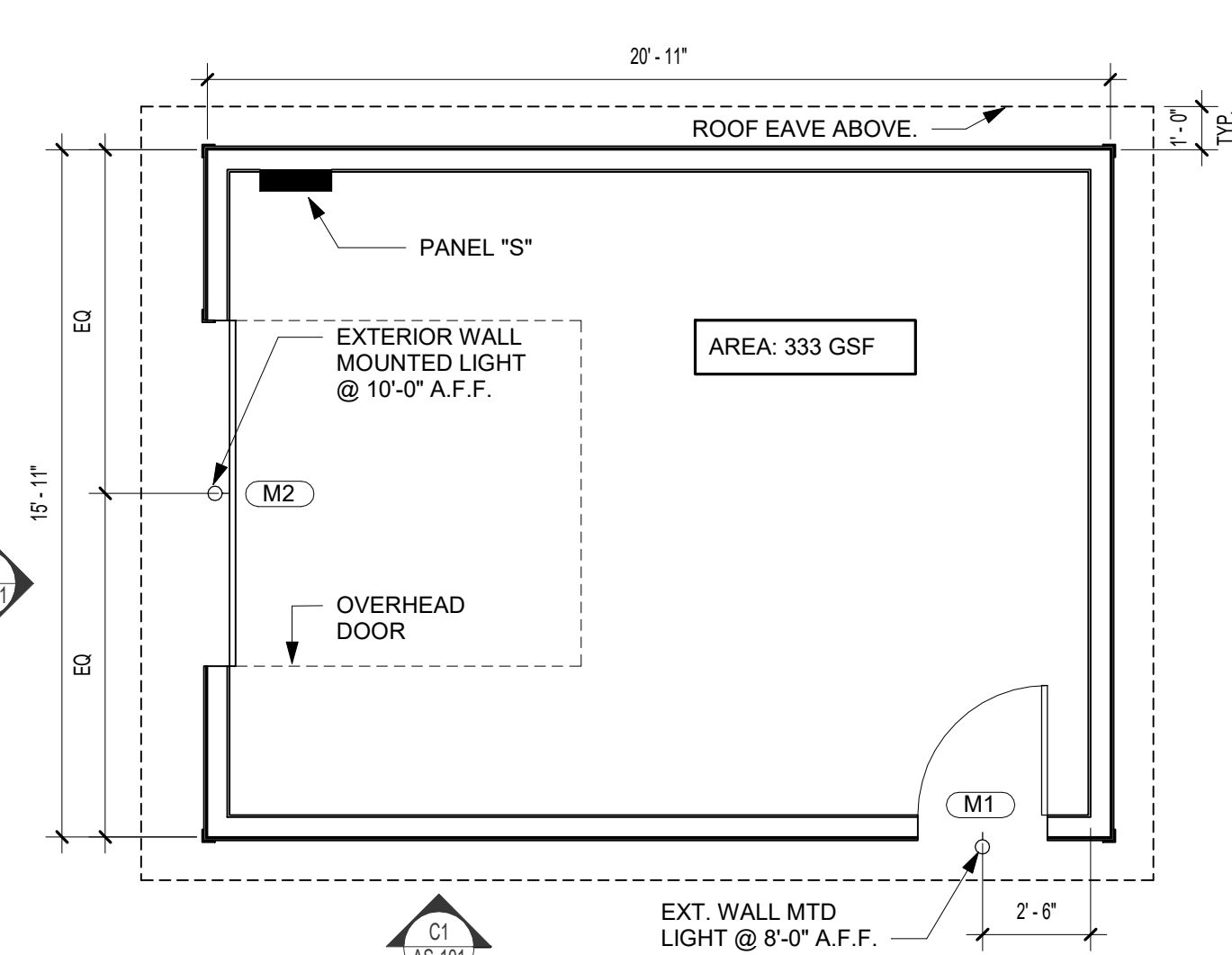
- ENCLOSURE NOTES:**
1. LOCATE TRASH ENCLOSURE PER CIVIL.
 2. TRASH ENCLOSURE HAS NO ROOF.
 3. GC TO CONFIRM ACTUAL DUMPSTER SIZE WITH FAIRWAY MANAGEMENT. ENCLOSURE DIMENSIONS MAY NEED ADJUSTMENT DEPENDING ON DUMPSTER MANUF. USED.
 4. ACCESSIBLE ROUTE & T-TURN TO REMAIN CLEAR.



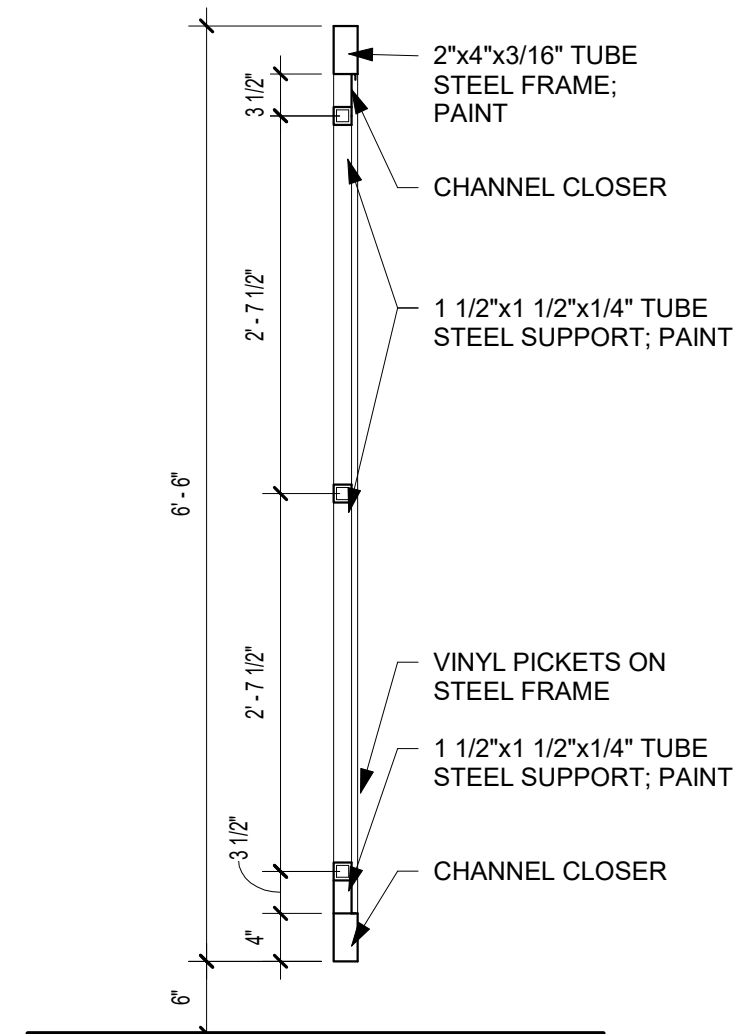
A5 TRASH ENCLOSURE PLAN
1/4" = 1'-0"



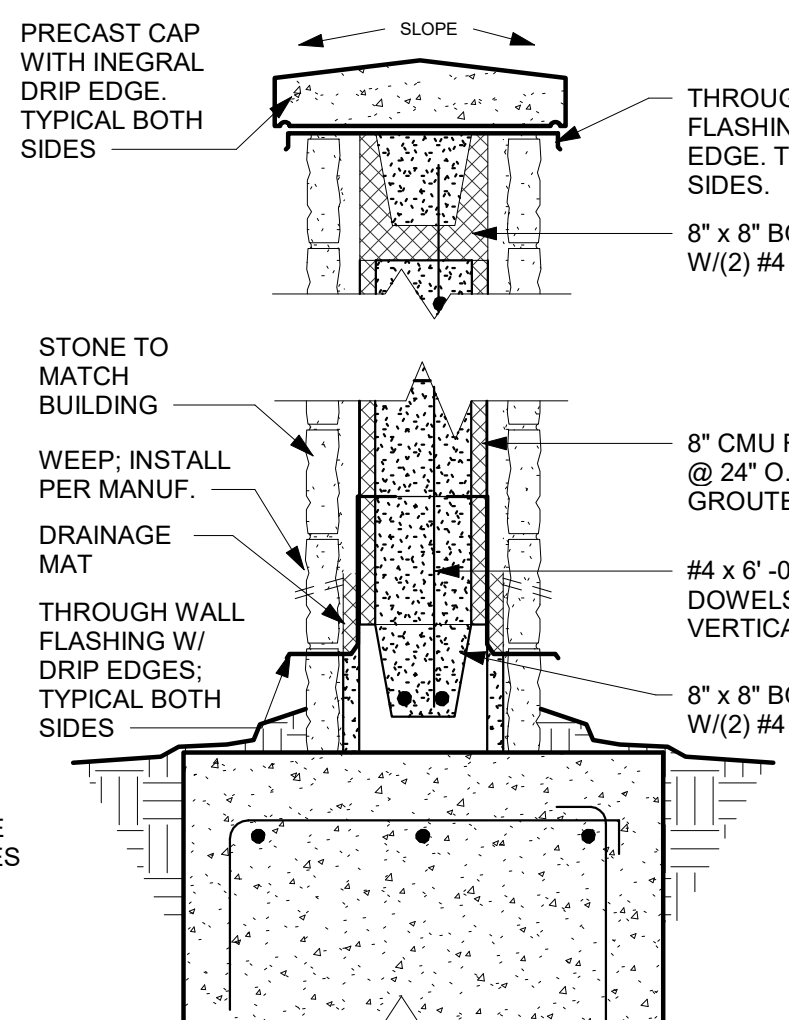
D4 MAINTENANCE SHED SECTION
3/4" = 1'-0"



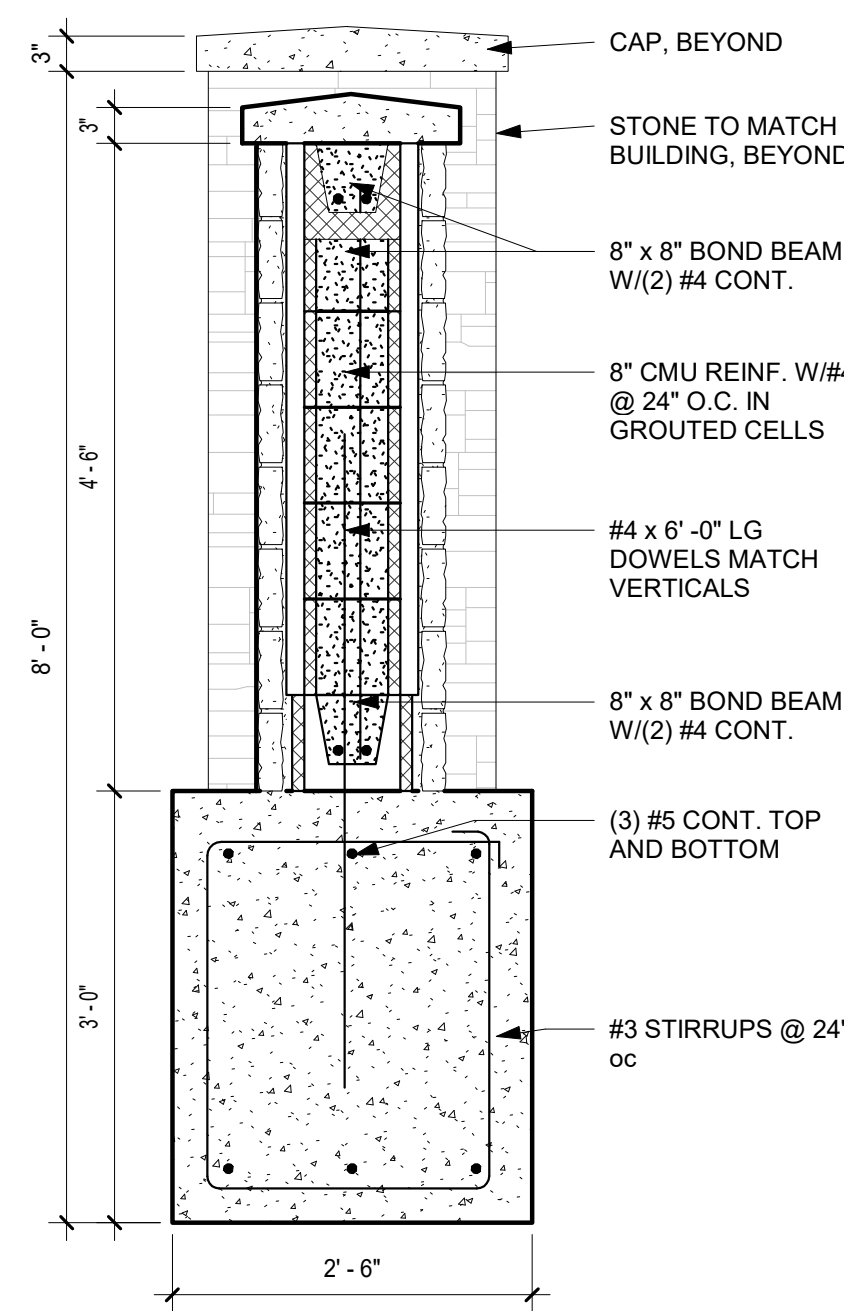
D3 MAINTENANCE SHED FLOOR PLAN
1/4" = 1'-0"



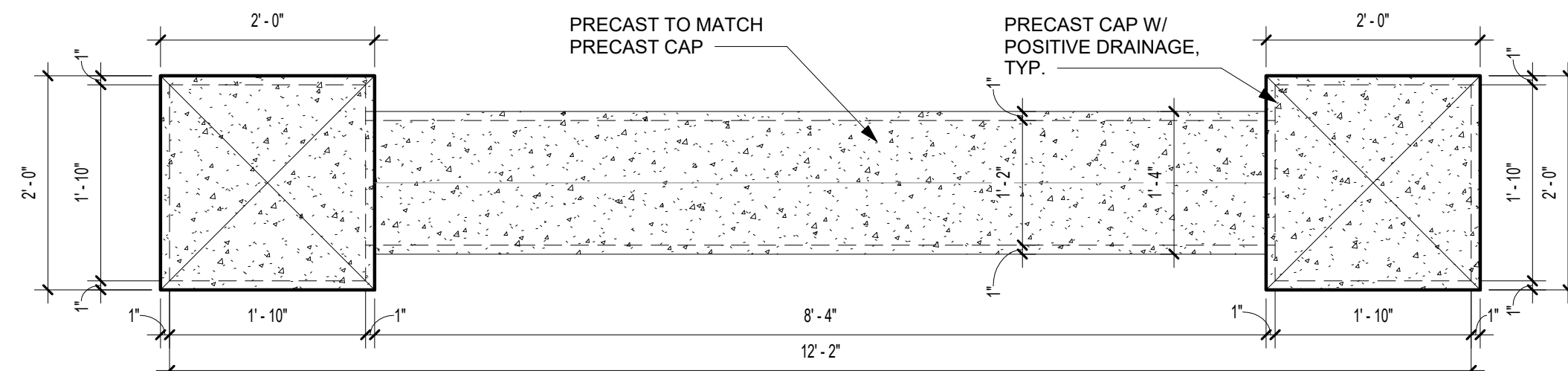
B3 TRASH ENCLOSURE SECTION 2
3/4" = 1'-0"



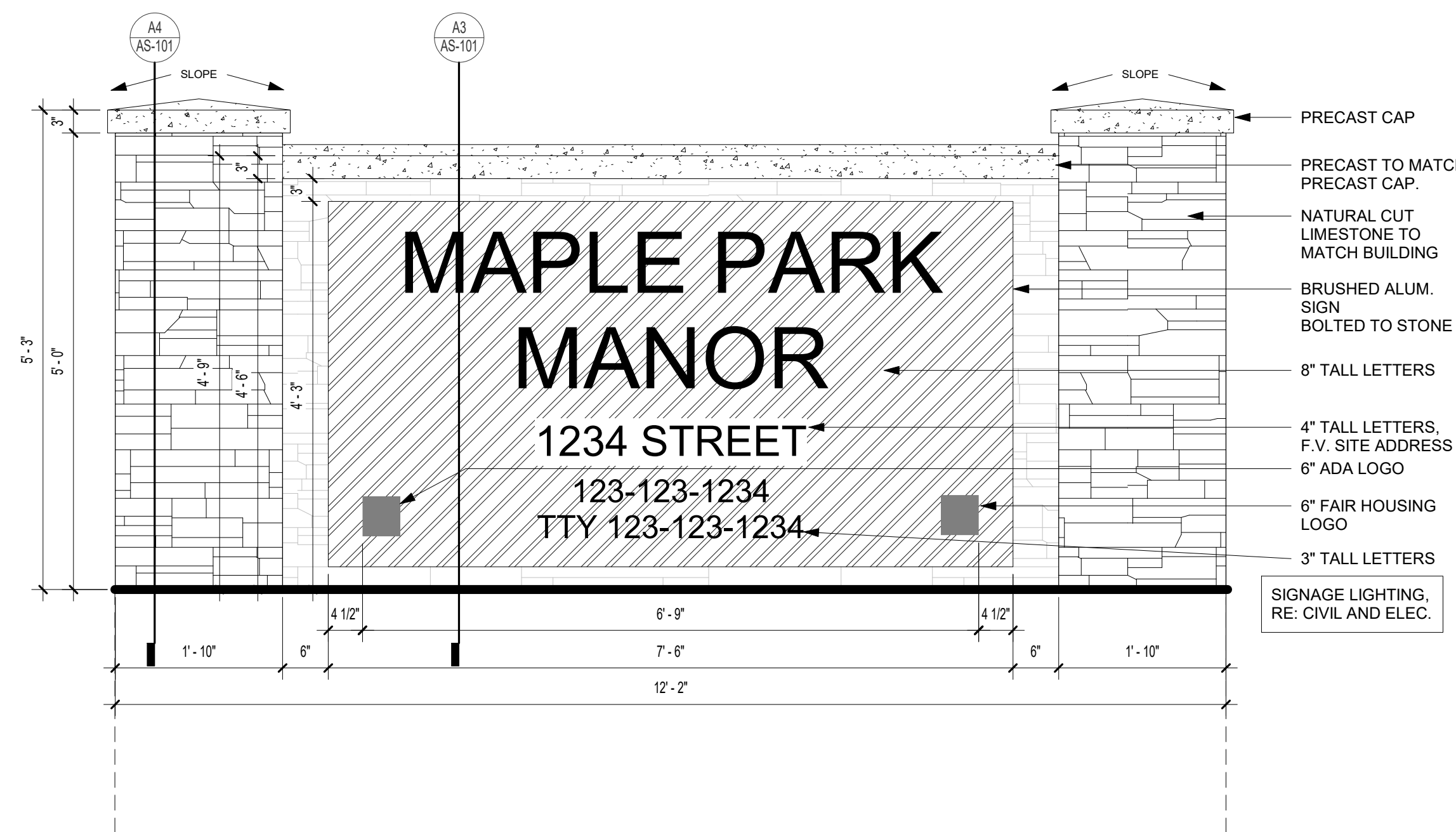
A4 MONUMENT SIGN SECTION 2
1" = 1'-0"



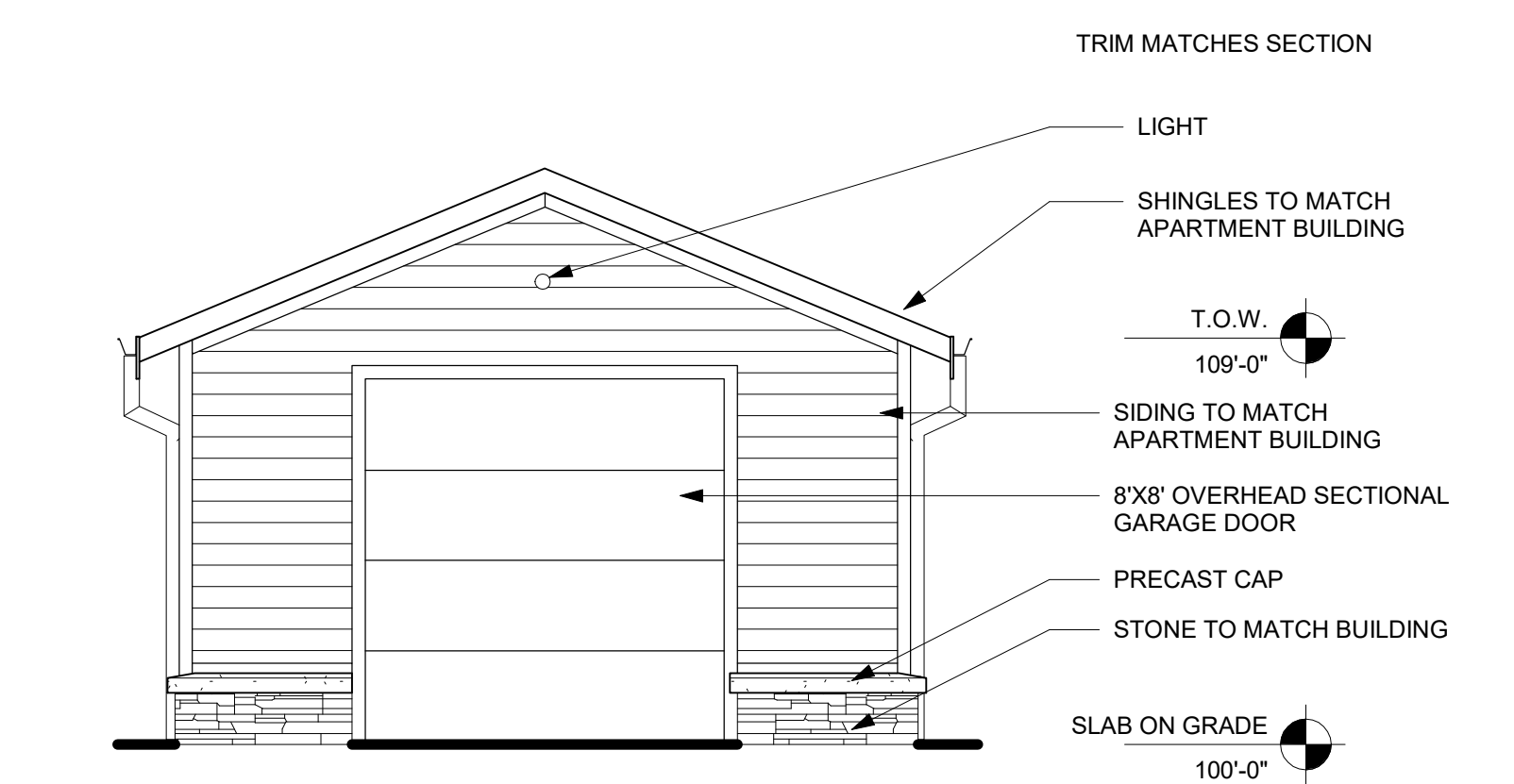
A3 MONUMENT SIGN SECTION
3/4" = 1'-0"



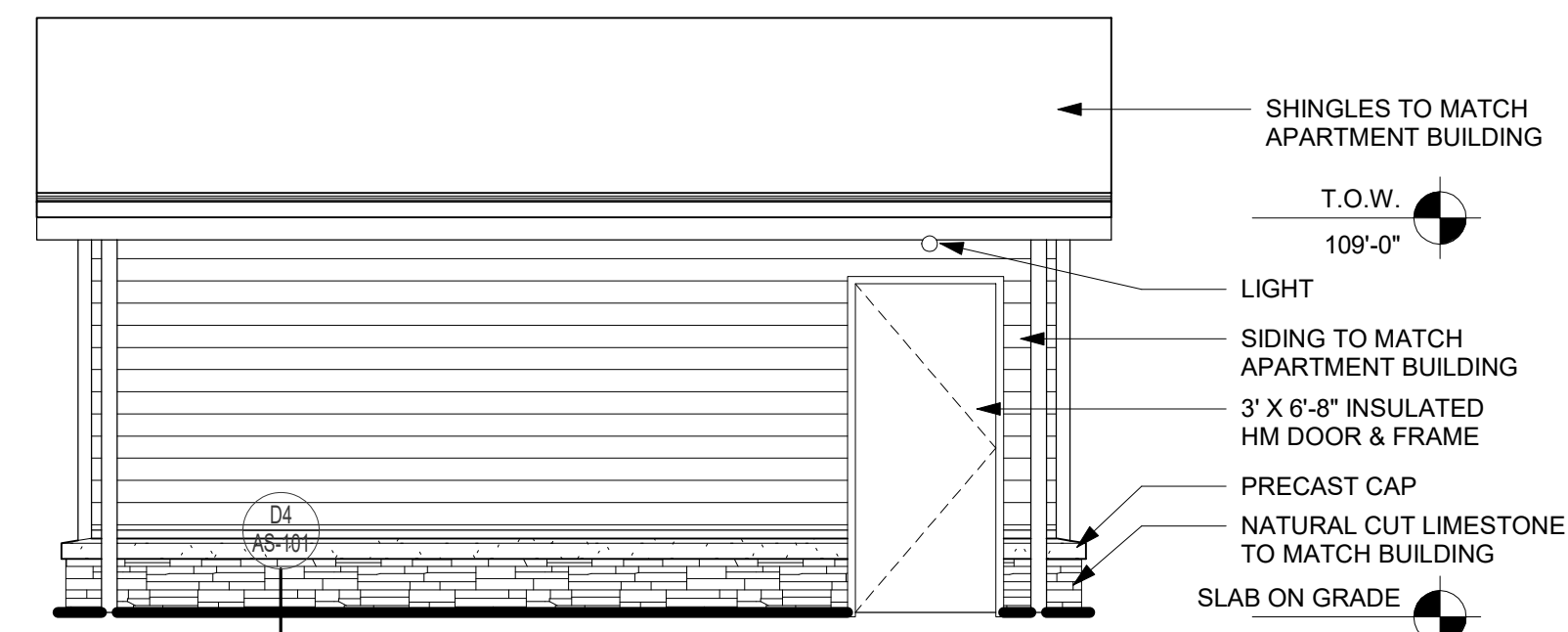
B2 MONUMENT SIGN PLAN
3/4" = 1'-0"



A2 MONUMENT SIGN FRONT ELEVATION
3/4" = 1'-0"



D1 MAINTENANCE SHED FRONT ELEVATION
1/4" = 1'-0"



C1 MAINTENANCE SHED SIDE ELEVATION
1/4" = 1'-0"

PRINTS ISSUED
05/29/24 - 100% CONSTRUCTION DOCUMENTS
REVISIONS:

rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING

1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
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DENVER ■ KANSAS CITY ■ ST. LOUIS ■ ATLANTA

MAPLE PARK MANOR
LOCKHART, TX

MAPLE PARK MANOR
1234 STREET
123-123-1234
TTY 123-123-1234

SHEET TITLE
ARCHITECTURAL SITE AMENITIES

PROJECT NUMBER: 23051

SHEET NUMBER:

AS-101

APPLICANT/OWNER

APPLICANT NAME Manumit Investment Group, LLC
DAY-TIME TELEPHONE 239-272-8997
E-MAIL jpence@manumitig.com

ADDRESS P.O. Box 746
Lockhart, Texas 78644

OWNER NAME Manumit Investment Group, LLC
DAY-TIME TELEPHONE 239-272-8997
E-MAIL jpence@manumitig.com

ADDRESS P.O. Box 746
Lockhart, Texas 78644

PROPERTY

ADDRESS OR GENERAL LOCATION Southwest Intersection of Maple Street and City Line Road
LEGAL DESCRIPTION (IF PLATTED) Metes & Boundaries
SIZE 56.24 ACRE(S) LAND USE PLAN DESIGNATION PDD
EXISTING USE OF LAND AND/OR BUILDING(S) Vacant except for Lot 1 and 2, Section Three-A (platted)
PROPOSED NEW USE, IF ANY NO CHANGE

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION PDD
TO PROPOSED ZONING CLASSIFICATION PDD
REASON FOR REQUEST Revised PDD to reflect
Shared Access Easement to Lot 1, Section One-A
from the SH130 Right of Way; Re-route of Hike and Bike Trail along
Lincoln Lane (east side), SH130 Right of Way and within Lot 4 of Section One-B
and Lot 1 of Section Three-B

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF \$250, PLUS \$150 PER ACRE, MAXIMUM OF \$10,000, PLUS ADDITIONAL \$1,000 FOR PLANNED DEVELOPMENT DISTRICT.

APPLICATION FEE OF \$ 9,696 PAYABLE TO THE CITY OF LOCKHART.

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE Jerry L. Pence

DATE 1-25-24

OFFICE USE ONLY

ACCEPTED BY Kevin Waller

RECEIPT NUMBER R01273934

DATE SUBMITTED 1/25/24

CASE NUMBER ZC - 24 - 03

DATE NOTICES MAILED ~~6-22-2024~~ 6-26-2025

DATE NOTICE PUBLISHED ~~2-15-2024~~ 6-12-25

PLANNING AND ZONING COMMISSION MEETING DATE ~~2-28-2024~~ 6-25-2025

PLANNING AND ZONING COMMISSION RECOMMENDATION _____

CITY COUNCIL MEETING DATE 7-1-2025

DECISION _____



Fortune Four Investment, LLC

4406 Logan Ridge Drive

Cedar Park, TX 78613

April 11, 2025

City of Lockhart

Planning Department

To Whom It May Concern,

This letter serves as authorization for Manumit Investment Group, LLC to submit a Planned Development District (PDD) application on behalf of Fortune Four Investment, LLC for the approximately 6-acre property located in the current Maple Park PDD owned by Fortune Four Investment, LLC.

If you have any questions or require additional information, please do not hesitate to contact us directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Sohil Maknojia".

Sohil Maknojia

Manager

Fortune Four Investment, LLC

sohilhmak@gmail.com

(512)665-1815

Kevin Waller

From: Jim Markel <jmarkel@jesholdings.com>
Sent: Monday, April 15, 2024 11:33 AM
To: Kevin Waller
Cc: Jeff Pence; Jill Lafferty
Subject: PDD Zoning Change Maple Park - Acknowledgement

Kevin,

I am emailing as the owner's representative of Maple Park and Maple Park Manor to acknowledge the PDD zoning change application filed by the master developer. The master developer has shared with us their plans to modify the current master plan by requesting a shared access easement from the right turn lane on SH130, modification of hike and bike trail because of adding the turn lane, and modification of the hike and bike trail in the LCRA easement. If we need to provide additional information or another form of acknowledgement, please let us know.

Thanks,

Jim Markel



Jim Markel
Director of Acquisitions and Development

JES Holdings, LLC | www.jesholdings.com
3290 Northside Parkway NW, Suite 300, Atlanta, GA 30327
Office 404-841-2227 | Mobile 601-329-3459
jmarkel@jesholdings.com

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-25-03 and consider a request by Caroline Kiefer, on behalf of Belinda Gillis and discussion and/or action on Ordinance 2025-13 for a Zoning Change from RHD Residential High Density District to CLB Commercial Light Business District on Lot 1, Block 1, RMSR Subdivision, consisting of 0.142 acres, located at 115 South Guadalupe Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This request is to change the zoning from RHD Residential High Density to CLB Commercial Light Business for the small lot across the street from City Hall at 115 South Guadalupe Street. The property is the site of an 800 square foot residential structure which is currently vacant. The surrounding properties adjacent to the subject property all zoned RHD, but there are several CLB properties on nearby blocks. The overall uses of the property that would be possible with the proposed rezoning would be consistent with the future land use elements of the 2024 Lockhart Comprehensive Plan. However, there is a potential concern regarding spot zoning because no other adjacent properties are in the proposed CLB zoning district. The property is smaller than both the required lot depth and overall square footage required for properties in the CLB zoning district. If the property is rezoned to CLB, placing the required off-street parking on the site in a manner that meets City requirements may be difficult, due both to the small size of the lot and the location of the building at the center of the lot.

PROJECT SCHEDULE (if applicable): None

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: Two previous attempts at rezoning the subject property to CLB have failed, most recently in 2019.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission held a public hearing regarding this request on June 25, 2025 and voted 4-0 to recommend denial of the zoning change..

STAFF RECOMMENDATION/REQUESTED MOTION: Since there are reasonable arguments for either approval or denial, staff does not recommend either option, but urges that City Council consider some of the issues highlighted in the staff report and background/summary. discussion.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: ZC-25-03 Ordinance 2025-13, Ordinance 2025-13 Exhibit, ZC-25-03 staff report--council, ZC2503 case map, ZC2503 aerial, ZC2503 zoning, ZC2503 flu thoroughfares, ZC 25-03 application, ZC 25-03 opposition letters

ORDINANCE 2025-13

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY 0.142 ACRES OF THE PROPERTY KNOWN AS RMSR SUBDIVISION, BLOCK 1, LOT 11, LOCATED AT 115 SOUTH GUADALUPE STREET, FROM RHD RESIDENTIAL HIGH DENSITY DISTRICT TO CLB COMMERCIAL LIGHT BUSINESS DISTRICT.

WHEREAS, on June 25, 2025, the Planning and Zoning Commission held a public hearing and voted to recommend denial of a zoning change to CLB Commercial Light Business District; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-25-03, known as RMSR Subdivision, Block 1, Lot 1, and more particularly described in Exhibit A and located at 115 South Guadalupe Street, will be reclassified from RHD Residential High Density District to CLB Commercial Light Business District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE FIRST DAY OF JULY, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

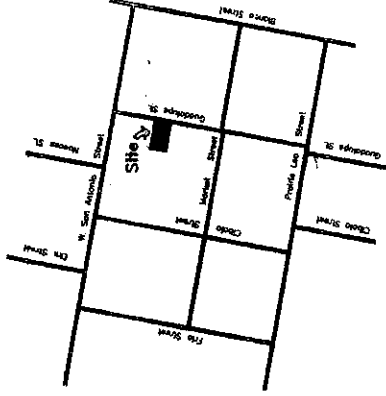
Julie Bowermon, City Secretary

Brad Bullock, City Attorney

Vicinity Map
(Not to Scale)

RMSR Subdivision

**City of Lockhart, Caldwell County, Texas
0.142 ac. out of Lot 3 in Block 45
Original Town of Lockhart**



STATE OF TEXAS
COUNTY OF CALDWELL

I, the undersigned owner of the land shown on this plat recorded in Volume 299 Page 199 of the Deed Records of Caldwell County, Texas and designated as Lot 1 in Block 1 of RMSR SUBDIVISION in the City of Lockhart, Caldwell County, Texas do hereby dedicate to the use of the public forever, the streets and alleys shown hereon, and further reserves to the public all easements for the mutual use of all public utilities desiring to use the same; that any public utility shall have the right to remove and keep removed all or any part of any growth or construction for maintenance or efficient use of its respective system in such easements, and further shall have full and uninterrupted access along such easements.

DATE 4 8 2010

Robert Mendez, Sr.
200 E. MARKET STREET
LOCKHART, TEXAS 78644

**STATE OF TEXAS
COUNTY OF CALDWELL**

Before me, the undersigned authority, personally appeared **ROBERT MENDEZ Sr.**, known to me to be the person whose name is subscribed to the foregoing document and acknowledged to me that he executed the same for the purpose and considerations stated hereon.

Given under my hand and seal of office this the 3

April, 2010
Letitia Gamiz
 Notary Public in and for the State of Texas

Deirda Kallinec
Printed Name of Notary and Notary Stamp

6-27-2011
Date Notary Commission Expires

STATE OF TEXAS
COUNTY OF CALDWELL

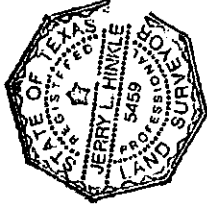
I, Vance Rodgers, Vance Rodgers, City Manager of the City of Lockhart certify that this plat was approved by the City of Lockhart on this the 8th day of April, 2010.


Vance Rodgers
City Manager

STATE OF TEXAS
COUNTY OF CALDWELL

I, Jerry L. Hinkle, registered public surveyor, State of Texas, hereby certify that this plat is a true and correct representation of a survey made on the ground under my direct supervision and is true and correct to the best of my knowledge.

IN WITNESS THEREOF, my hand and seal, this the 11th day of AUGUST, 20 08.



JERRY L. HINKLE
Registered Professional
Land Surveyor #5459

STATE OF TEXAS
COUNTY OF CALDWELL

I, Nina S. Sells, County Clerk in and for Caldwell County, Texas do hereby certify that the foregoing instrument with its certificates of authentication was filed for record in my office the 13th day of April, 2018, at 11:30 o'clock A. M. and duly recorded on the 12th day of April, 2018, in the Plat Records of Caldwell County, Texas in Volume 3-115 at Page

Nina S. Sells
County Clerk

Scale 1"=20'

de Hinkle Surveyors
P. O. Box 1027
Cockhart, Texas 78644
(512) 398-2000

LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Lot 3 in Block 45 of the Original Town of Lockhart and being also a part of a tract of land conveyed to Robert Mendez, Sr., by deed recorded in Volume 299 Page 199 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron pin found in the West line of S. Guadalupe Street and in the East line of the above mentioned Mendez tract and in the SE corner of a tract of land conveyed to Elizabeth Bethia by deed recorded in Volume 490 Page 399 of the Official Records of Caldwell County, Texas for the NE corner this tract and from which point the intersection of the West line of S. Guadalupe Street and the South line of W. San Antonio Street bears N 09 degrees 23 minutes 12 seconds W 147.81 feet.

THENCE S 09 degrees 23 minutes 12 seconds E with the West line of S. Guadalupe Street and the East line of the said Mendez tract 70.20 feet to a 1/2" iron pin found in the SE corner of the said Mendez tract and the NE corner of a tract of land conveyed to Roberto Moreno by deed recorded in Volume 358 Page 703 of the said Official Records for the SE corner this tract.

THENCE S 80 degrees 00 minutes 00 seconds W with the South line of the said Mendez tract and the North line of the above mentioned Moreno tract 89.00 feet to a 1/2" iron pin found in the SW corner of the said Mendez tract and the NW corner of the said Moreno tract and the East line of a tract of land conveyed to Ronda A. Reagan by deed recorded in Volume 520 Page 860 of the said Official Records for the SW corner this tract.

THENCE N 10 degrees 00 minutes 00 seconds W with the West line of the said Mendez tract and the East line of the said Reagan tract 70.20 feet to a 1/2" iron pin found used for basis of bearing marking the SW corner of the above mentioned Bethra tract for the NW corner this tract and from which point a 1/2" iron pin found marking the NW corner of the said Bethra tract bears N 10 degrees 00 minutes 00 seconds W 147.80 feet.

THENCE N 80 degrees 00 minutes 00 seconds E over and across the said Mendez tract and with the South line of the said Bethea tract 88.75 feet to the place of beginning containing 0.142 acres of land more or less.

SURVEYORS NOTES:

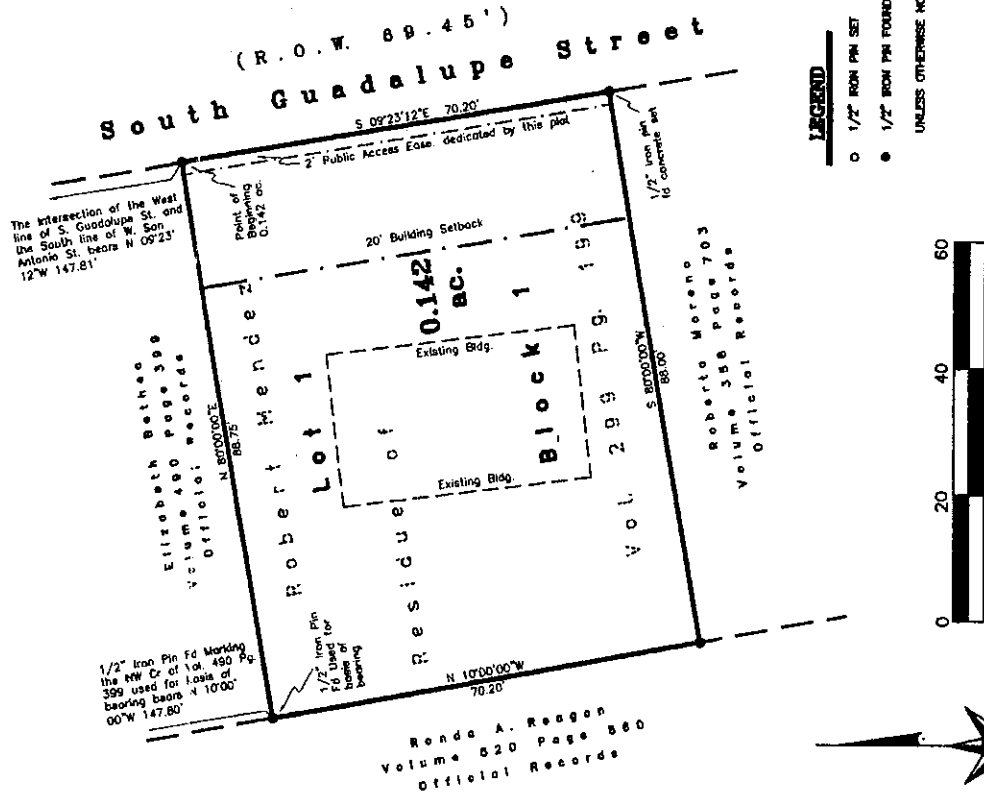
1) The Lot shown lies in Flood Zone "X," The City of Lockhart has adopted Zone "X" to be no special flood hazard, according to FEMA Panel #48009S-0002-C dated January 17, 1994.

2) Lot 1 Block 1 and all abutting properties are zoned RHD

3) RECORD OWNER OF LAND: Robert Mendes, Sr.
DESIGNER OF PLAT: Claude Hinkle Surveyors, PO Box 1027 Lockhart TX 78644

DESIGNER OF RECORD: GREGG HARRIS
(512) 398-2000
DATE OF PREPARATION: JUNE 2008

DATE OF PREPARATION: June 2008
SURVEYOR OF PLAT: Jerry L. Hinkle, R.P.L.S., #5459 PO Box 1027 Lockhart TX
78644 (512) 398-2000



Field Book: d.c.	Drawn By: JIH JDB
Job No. 081781	Drawing: 081781-1.dwg
Date: June 24, 2008	Word Disk: Begin 080108
Surveyed By: JIH JDB	Autocad Disk: Begin 080108

CASE SUMMARY

STAFF: David Fowler, AICP, Planning Director

CASE NUMBER: ZC-25-03

REPORT DATE: June 18, 2025

PLANNING & ZONING COMMISSION HEARING DATE: June 25, 2025

CITY COUNCIL HEARING DATE: July 1, 2025

REQUESTED CHANGE: RHD to CLB

STAFF RECOMMENDATION: ***Staff believes that there are valid reasons for both approval and denial.***

PLANNING & ZONING COMMISSION RECOMMENDATION: ***Denial***

BACKGROUND DATA

APPLICANT(S): Caroline Kiefer Bell

OWNER(S): Belinda Gillis

SITE LOCATION: 115 S. Guadalupe St.

LEGAL DESCRIPTION: Lot 1, Block 1, RMSR Subdivision

SIZE OF PROPERTY: 0.142 acre

EXISTING USE OF PROPERTY: One residential building

LAND USE PLAN DESIGNATION: Central District, Medium Density Infill

ANALYSIS OF ISSUES

REASON FOR REQUESTED CHANGE: Although the subject property has been zoned high density residential at least since 1974, the existing building had long been used for commercial and storage purposes. However, because it has not been used as a business for a period greatly exceeding six months, and has been disconnected from utilities so long that there is no account on record for it, commercial use is no longer grandfathered and the property would have to be converted to a residential use that is allowed in the RHD district. Due to the size of the lot, the only possible residential use would be a single-family dwelling. However, the owner wishes to make the building available for occupancy by a low intensity commercial use such as an office or barber/beauty shop. The same rezoning of the subject property was attempted in 2014, when the Planning and Zoning Commission voted 4-1, with one abstention, to recommend approval. The City Council voted 4-3 in favor, but approval failed due to the fact that a written protest by owners of more than 20 percent of the land area within 200 feet required a supermajority of at least six favorable votes. In 2019, The City Council voted to deny the same request after the Planning and Commission's vote on a motion to recommend denial failed due to a 3-3 tie, with one member absent.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Land Use Plan
North	Single-family residential, Office, Church	RHD, CLB, CMB	Mid-density infill, Central District
East	City hall	PI	Mixed Use - Local, Central District
South	Single-family residential, Church	RHD, CMB	Mid-density infill, Central District
West	Single-family residential	RHD	Mid-density infill, Central District

TRANSITION OF ZONING DISTRICTS: Although there is no other commercial zoning abutting the subject property, the attorney's office at 403 West San Antonio Street, which is nearby to the north, is zoned CLB, and both the nearby Methodist and Baptist churches are zoned CMB. Also, there is commercial zoning at the west end of the same block containing the subject property. Nevertheless, this rezoning would break a long-established boundary where Guadalupe Street generally divides nonresidential development on the east side from residential development on the west side.

ADEQUACY OF INFRASTRUCTURE: Existing street access and utilities are adequate.

POTENTIAL NEIGHBORHOOD IMPACT: If commercial zoning is to be located adjacent to or near any residential classification, CLB would generally have the least adverse impact on the area due to the limited type of uses allowed by-right, such as offices, studios, barber and beauty shops, and day care centers, any of which could provide neighborhood services that are within walking distance of residences. Although more intense specific uses are allowed, such as restaurants, retail stores, banks, and mixed-use buildings, they must be reviewed on a case-by-case basis in a public hearing for an SUP, whereby the owners of all property within 200 feet are notified and have an opportunity to express their opinion. The small size of the subject property and existing building, though, will undoubtedly limit the type and intensity of any commercial uses that would be allowed in this location by the proposed CLB zoning. In fact, in terms of mixed-use development this location is ideal for a small neighborhood-oriented business that could conveniently serve residents of the area. However, it should be noted that the location of the small residential structure of the lot would make providing off-street parking for a commercial use in a manner that complies with City requirements difficult without moving the structure's location on the lot.

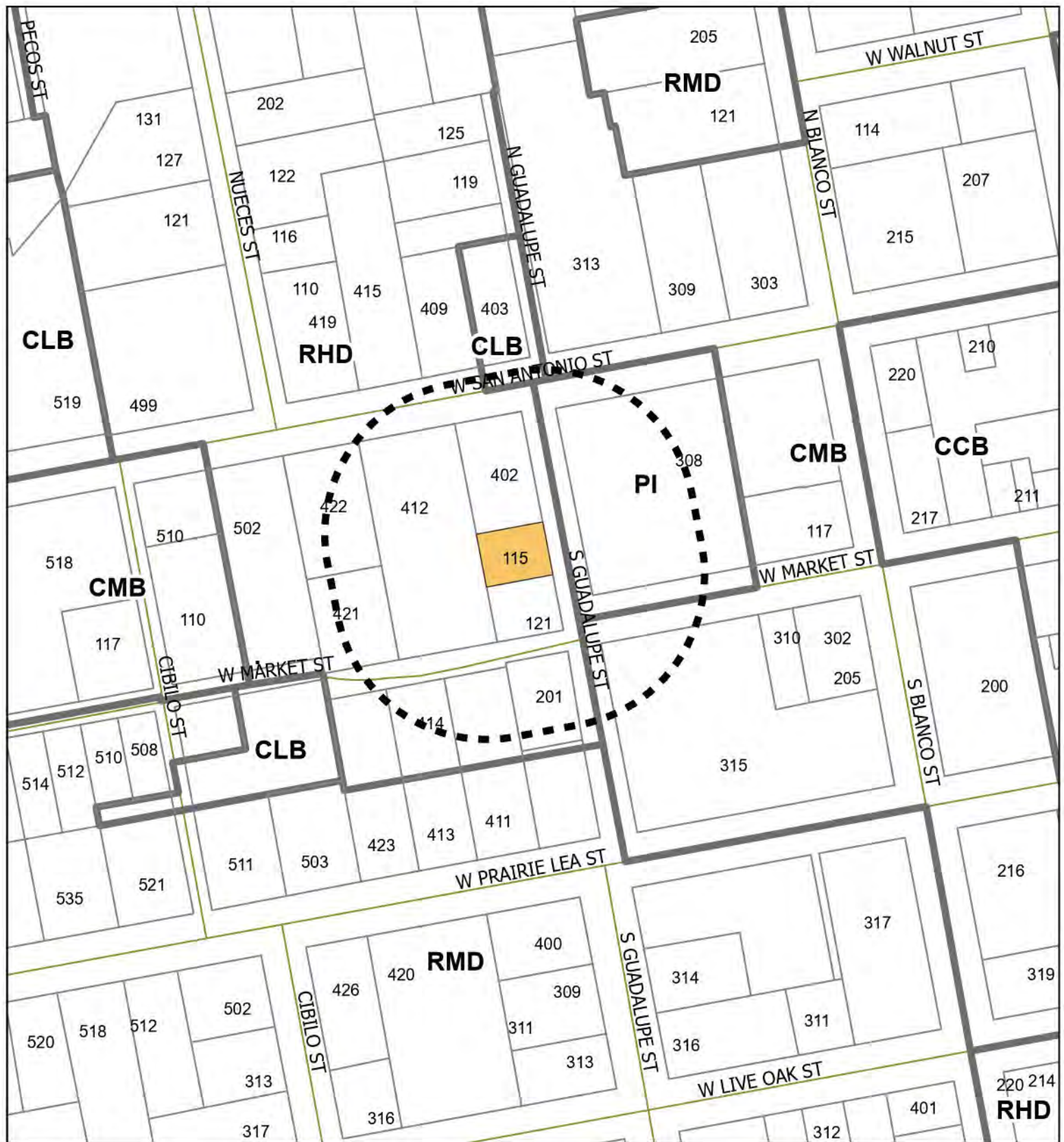
CONSISTENCY WITH COMPREHENSIVE PLAN: The requested CLB zoning classification does not conflict with the Mid-Density Infill future land use map designation of the property or the list of compatible uses in the Central District in the Comprehensive Plan.

ALTERNATIVE CLASSIFICATIONS: None. The existing RHD zoning is most consistent with surrounding properties.

PRECEDENT: Because this zoning change encroaches across a relatively firm boundary between nonresidential zoning classifications and a residential classification where there is no existing commercial zoning abutting the property, this might be viewed as an undesirable precedent bordering on spot zoning. A rezoning from RHD to CLB was previously approved for a house on a single lot to be converted to an attorney's office located at 403 West San Antonio Street, where it was a similar encroachment of commercial zoning across Guadalupe Street. However, that property fronts on an arterial street, and was already adjacent to existing CMB commercial zoning on the east side of Guadalupe Street.

RESPONSE TO NOTIFICATION: Staff received one visit at City Hall wherein a resident expressed opposition to the zoning change. The same resident produced signed letters from two other neighbors expressing opposition to the zoning change.

STAFF RECOMMENDATION: Staff believes that a small neighborhood-oriented business such as an office or personal service establishment could be appropriate at this location but also recognizes that opposition by owners of adjacent property should carry significant weight in the decision. The small size of the property will limit the intensity of any potential commercial use, and businesses such as a retail store or restaurant are not allowed without another public hearing process involving approval of a specific use permit by the Planning and Zoning Commission.



ZC-25-03

RHD TO CLB

115 GUADALUPE ST



Scale 1" = 200'



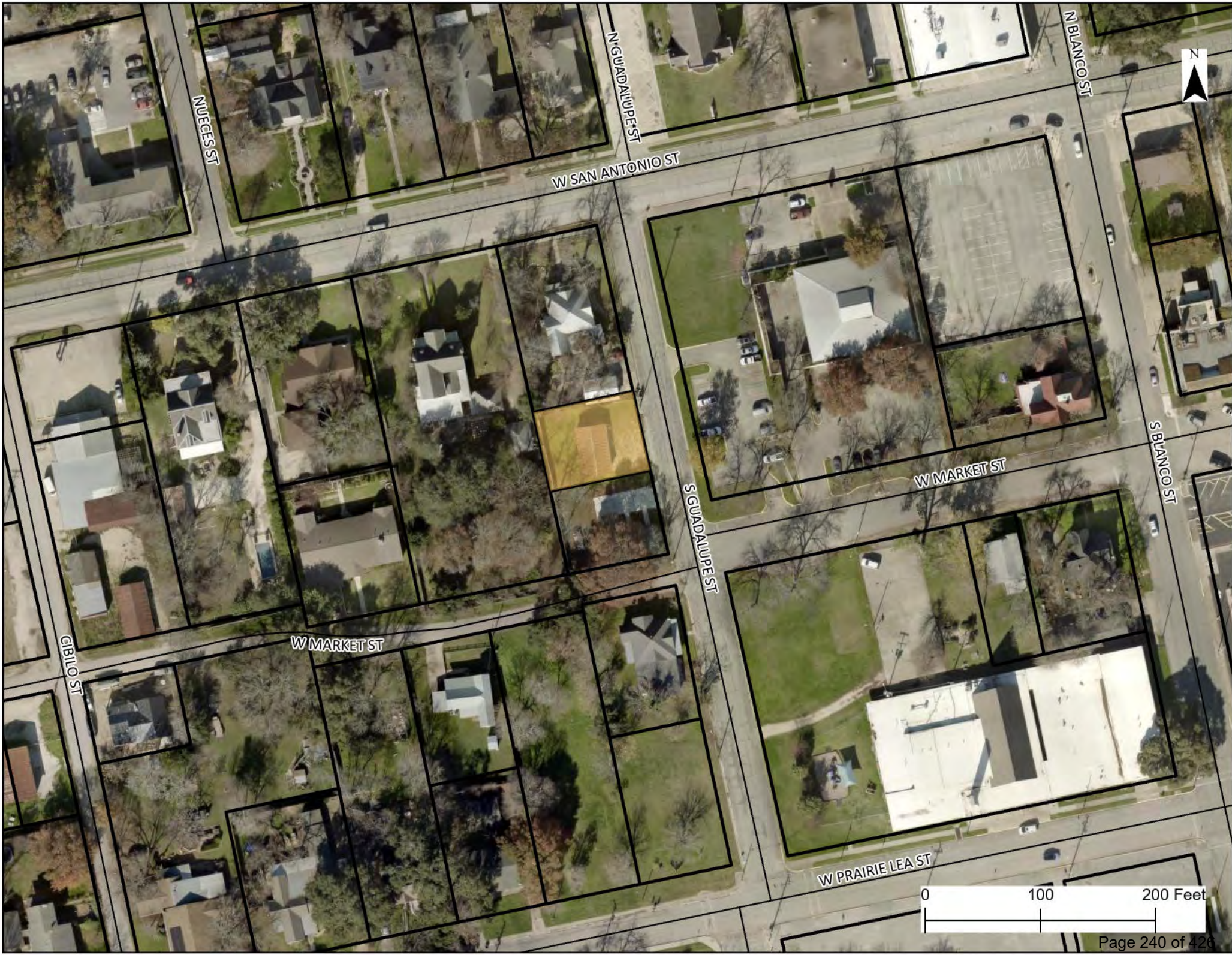
SUBJECT PROPERTY

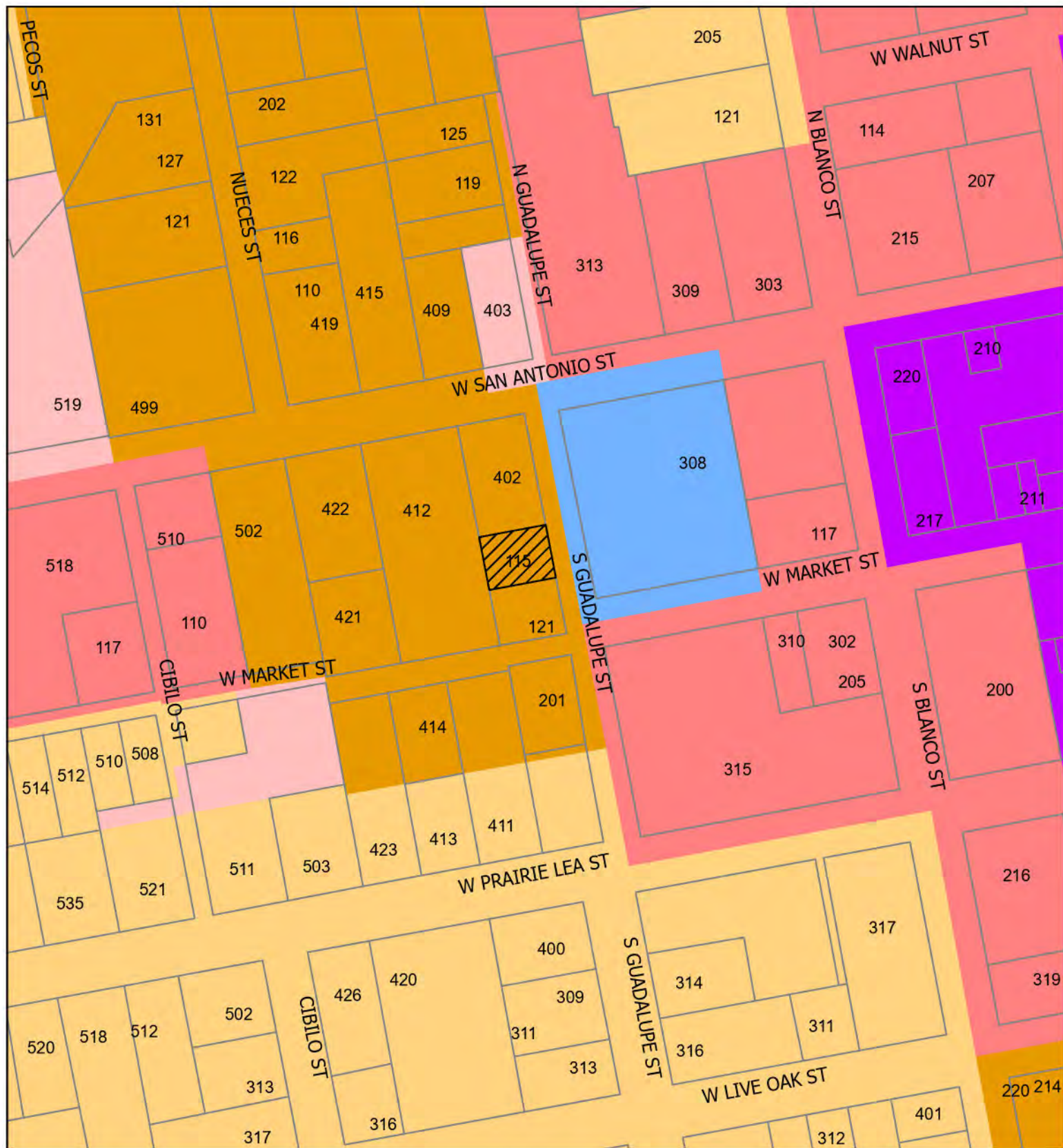


ZONING BOUNDARY



200 FT BUFFER





ZC-25-03

RHD TO CLB

115 GUADALUPE ST

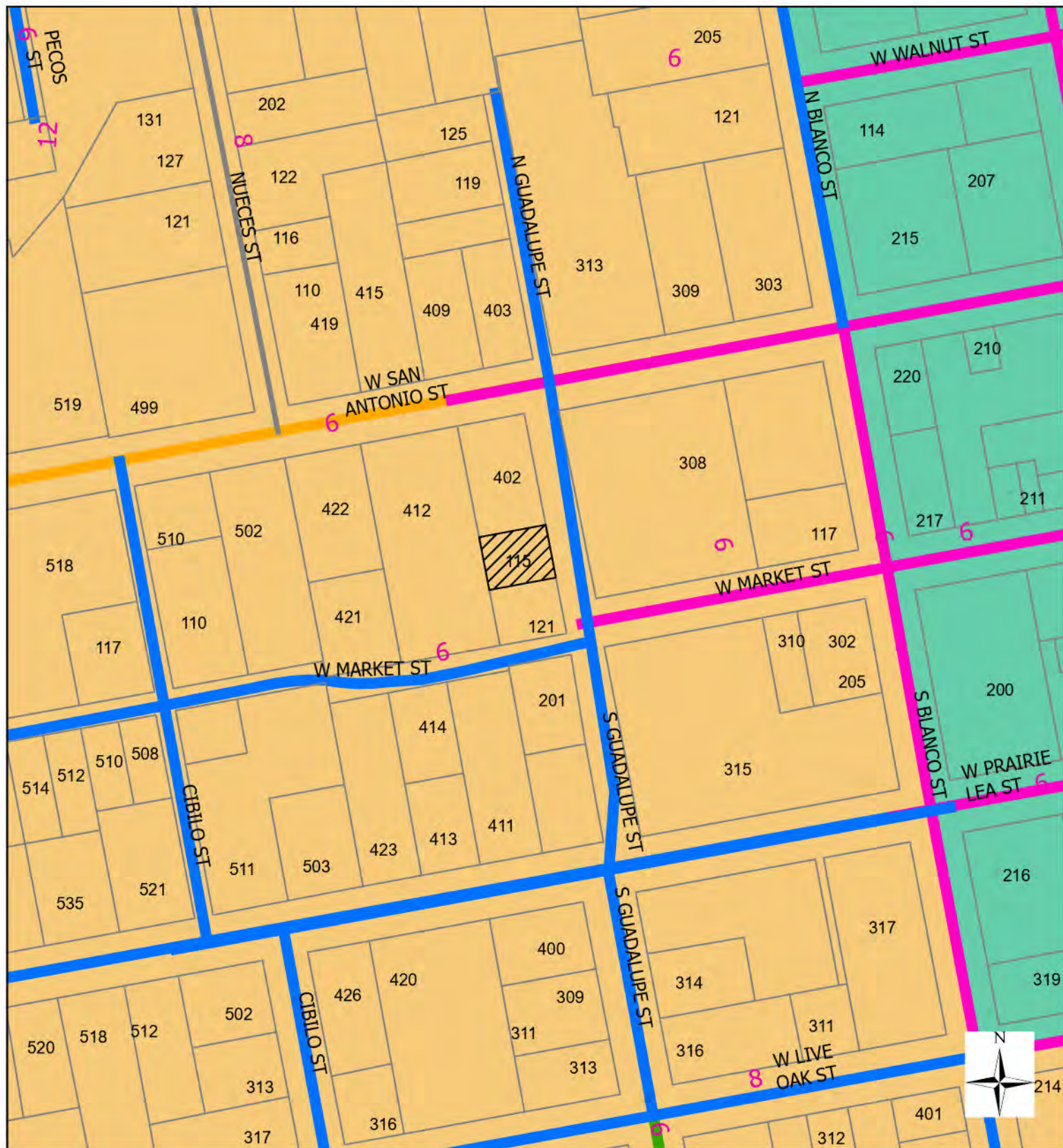


Scale 1" = 200'

ZONING

- CCB
- CLB
- CMB

- PI
- RHD
- RMD



FUTURE LANDUSE & THOROUGHFARES

RHD TO CLB

115 GUADALUPE ST

Future Land Use

- Low Density Residential
- Mid-Density Infill
- Mixed Use - Regional
- Mixed Use - Local

- Regional Corridor
- Local Corridor
- Employment
- Industrial
- Unplanned Area
- Major Arterial

Thoroughfares

- Minor Arterial
- Collector
- Urban Downtown Local
- Mixed-use Street
- Local
- Proposed Major arterial

- Proposed Minor arterial
- Proposed Collector
- Proposed Urban Downtown Local
- Proposed Mixed-use Street
- Proposed Local



CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME CAROLINE RIEFER ADDRESS 196 Kellogg Ct
DAY-TIME TELEPHONE 815 980 8703 DALE TX 78616
E-MAIL CAROLINERIEFER2020@gmail.com
OWNER NAME Belinda Gillis ADDRESS Guadalupe St.
DAY-TIME TELEPHONE 512 738 0616 78616
E-MAIL mendezalhairbonds@gmail.com

PROPERTY

ADDRESS OR GENERAL LOCATION 115 Guadalupe
LEGAL DESCRIPTION (IF PLATTED) Lot 1 Block 1 of DMSR SUBDIVISION
SIZE .14 ACRE(S) LAND USE PLAN DESIGNATION LIGHT COMMERCIAL
EXISTING USE OF LAND AND/OR BUILDING(S) Residential / VACANT
PROPOSED NEW USE, IF ANY Light Commercial / Gym.

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Residential Medium density
TO PROPOSED ZONING CLASSIFICATION Light Commercial / ~~Medium~~
REASON FOR REQUEST Over the course of the last 9 months all serious inquiries on this property have been for commercial use. A non-intrusive business operating here would be the highest and best use.

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

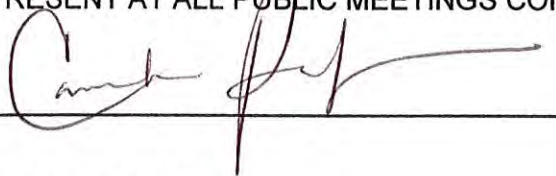
NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF **\$250**, PLUS **\$150** PER ACRE, MAXIMUM OF **\$10,000**, PLUS ADDITIONAL **\$1,000** FOR PLANNED DEVELOPMENT DISTRICT PAYABLE TO THE CITY OF LOCKHART. \$271.00

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE



DATE

5/23/2025

OFFICE USE ONLY

ACCEPTED BY

David Fowler

RECEIPT NUMBER

01377158

DATE SUBMITTED

5/27/2025

CASE NUMBER ZC -

25 - 03

DATE NOTICES MAILED

6/6/25

DATE NOTICE PUBLISHED

6-12-2025

PLANNING AND ZONING COMMISSION MEETING DATE

6-25-2025

PLANNING AND ZONING COMMISSION RECOMMENDATION

CITY COUNCIL MEETING DATE

DECISION

Representation Authorization for Rezoning Application: 115 Guadalupe St.

I, Belinda Gillis, give permission for Caroline Kiefer to represent me in regard to the rezoning application for 115 Guadalupe St. Lockhart. The property is currently zoned residential. Due to the growth in Lockhart, and after having the property listed for sale over last 7 months, it has become clear through buyer interest, that the highest and best use for this property would be light commercial.

I certify that I am the owner of this property and have also provided the survey for the property as required for this rezoning application.

Authenticate
Belinda Gillis Date: 05/02/25

Belinda Gillis

Authenticate
Caroline Kiefer Date: 05/01/25

Caroline Kiefer

TO: City of Lockhart Planning and zoning Commission Members

RE: Rezoning Request for 115 S. Guadalupe Street from RHE Residential High Density District to CLB Commercial Light Business District

I am the owner of property located at 402 W. San Antonio St. 78644

I object to the proposed rezoning as stated above for the following reasons:

- 1) Our neighborhood is zoned single family residential. We want to keep it that way.
- 2) This would destroy the character of our Historic neighborhood.
- 3) This would present a safety issue for children and residents to have a business of any kind pulling into the parking lot. David Fowler says that a minimum of 3 parking spaces are required based on the square footage. If more fit, I suppose they are allowed. He says that they "cannot back out into Guadalupe Street", however the neighbors' properties on both sides of 115 S. Guadalupe have driveways that back out on the Guadalupe St. Guadalupe is a thoroughfare/cut-through to get to town via Prairie Lea, HEB, and more.
- 4) None of us want a business next door or close to our homes.
- 5) We have defeated this proposed rezoning two other times and wonder what makes this different this time that you would even consider rezoning to any kind of commercial use, whether an office or small business.
- 6) This is basically "spot" zoning. Spot zoning, the rezoning of a small area of land for a use different from surrounding areas, can lead to several pitfalls, including undermining comprehensive planning, creating inconsistent land use patterns, and potentially leading to legal challenges. It can also negatively impact the character and value of surrounding properties, and raise fairness concerns.

Printed Name of Owner: Ellen Massey

Owner's Signature: Ellen Massey

I have signed this and given it to the person named below to deliver it to the Commission on my behalf.

Printed Name/Address of Designee: _____

Designee's Signature: _____

Date: 06-25-2025

TO: City of Lockhart Planning and zoning Commission Members

RE: Rezoning Request for 115 S. Guadalupe Street from RHE Residential High Density District to CLB Commercial Light Business District

I am the owner of property located at 422 W. San Antonio St.

I object to the proposed rezoning as stated above for the following reasons:

- 1) Our neighborhood is zoned single family residential. We want to keep it that way.
- 2) This would destroy the character of our Historic neighborhood.
- 3) This would present a safety issue for children and residents to have a business of any kind pulling into the parking lot. David Fowler says that a minimum of 3 parking spaces are required based on the square footage. If more fit, I suppose they are allowed. He says that they "cannot back out into Guadalupe Street", however the neighbors' properties on both sides of 115 S. Guadalupe have driveways that back out on the Guadalupe St. Guadalupe is a thoroughfare/cut-through to get to town via Prairie Lea, HEB, and more.
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- 6) This is basically "spot" zoning. Spot zoning, the rezoning of a small area of land for a use different from surrounding areas, can lead to several pitfalls, including undermining comprehensive planning, creating inconsistent land use patterns, and potentially leading to legal challenges. It can also negatively impact the character and value of surrounding properties, and raise fairness concerns.

Printed Name of Owner: Michael Cernock

Owner's Signature: 

I have signed this and given it to the person named below to deliver it to the Commission on my behalf.

Printed Name/Address of Designee: Ronda Reagan

Designee's Signature: 

Date: 6/25/2025

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding funding allocations for Non-Profit and Special Interest Organizations requesting funding for an annual contribution from the City of Lockhart for Fiscal Year 2025-2026.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: On June 17, 2025, the following Non-Profit Organizations presented to the City Council their funding requests for Fiscal Year 2025-2026 (FYE 2026):

- Ascension Seton Hays Foundation Care-A-Van - \$10,000
- Caldwell County Food Bank - \$10,000
- CASA of Central Texas - \$12,000
- Combined Community Action - Meals on Wheels - \$8,000
- Hays-Caldwell Women's Center - \$10,000
- Lockhart Area Senior Citizen Center - \$4,000
- Take Me Home - Advocates for Transport - \$25,000

After the presentations, staff were directed to return the allocation of funding discussion to the next Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: City Council also received a presentation from Golden Age Home Assisted Living and provided staff direction to omit the Golden Age Home application for the FYE 2026 funding cycle.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends moving the funding

City of Lockhart, Texas

Council Agenda Item Cover Sheet

allocation for Take Me Home, if approved, from the 5101 - Mayor/Council budget to the 5315 - Animal Services budget to more accurately account for the services provided.

LIST OF SUPPORTING DOCUMENTS: FYE 2026 - Non-profit Contribution History

City of Lockhart

Historical Contributions to Non-Profit/Special Interest Organizations

Organization	FYE 2023	FYE 2024	FYE 2025	FYE 2026 Request
Caldwell County Animal Coalition	-	-	-	
Caldwell County Food Bank	6,587	10,900	5,000	10,000
Care-A-Van	2,500	10,000	5,000	10,000
CASA of Central Texas, Inc.	4,517	13,000	12,000	12,000
Cenikor Foundation	2,000	-	-	-
Combined Community Action - Meals on Wheels	8,221	8,800	8,000	8,000
Hays-Caldwell Council on Alcohol & Drug Abuse	-	-	-	-
Hays-Caldwell Women's Center	5,255	9,745	10,000	10,000
Lockhart Area Senior Citizen Center	4,462	5,085	4,000	4,000
Take Me Home - Advocates for Transport	-	-	5,000	25,000
Where We Thrive Inc.	-	-	-	-
Totals:	33,542	57,530	49,000	79,000

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion and consideration to accept the semi-annual report concerning the status of implementation of Chapter 31, "Impact Fees" of the Lockhart Code of Ordinances, and advise of the need to update the ordinance, land use assumptions, capital improvement plans, or impact fees.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION:

PROJECT SCHEDULE (if applicable): The most recent Capital Improvement Plan (CIP) update was adopted May 2, 2023. An update of the CIP and impact fees will be required to start prior to the five-year anniversary of the current CIP.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): As a result of the ongoing collection of fees and the existing balances accruing interest, several of the projects in the water, wastewater, and roads Capital Improvement Plans can be funded at the 50 percent level outlined in their respective CIPs, with the other half of project costs to be contributed by project developers.

PREVIOUS COUNCIL ACTION: City Council last heard an update on the status of the CIP and impact fees at its December 17, 2024 meeting and recommended no further action.

COMMITTEE/BOARD/COMMISSION ACTION: The Impact Fee Advisory Committee met on June 25, 2025 and recommended acceptance of the report with no further action at this time.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends acceptance of the report and does not recommend updating the CIP or impact fees at this time.

LIST OF SUPPORTING DOCUMENTS: Spring 2025 signed committee report to CC, impact fee Exhibit A Spring 2025, Spring 2025 Exhibit B

IMPACT FEE REPORT
To Lockhart City Council –June 2025

PURPOSE

State law requires a continuing semi-annual role for the Impact Fee Advisory Committee in monitoring the progress of implementation of the impact fee ordinance, and in advising the City Council on needed revisions. More specifically, State law provides that the Committee:

- 1) Monitor and evaluate implementation of the capital improvement plans;
- 2) File semi-annual reports with respect to the progress of the capital improvements plans and report to City Council any perceived inequities in implementing the plans or imposing the impact fees; and,
- 3) Advise the City Council of the need to update or revise the land use assumptions, capital improvements plans (CIP's), and impact fees.

This is the 44th status report since the City's impact fee ordinance was originally adopted on January 15, 2002, and is for the period from October 1, 2024 through March 31, 2025. It is the fifth report since the update adopted on May 2, 2023. The six-month reporting dates align with the fiscal year quarters.

STATUS OF ACCOUNTS

Exhibit A shows revenue totaling \$945,929 during the period covered by this report. Fees collected during the six-month period were for 53 new houses (71 last period), and four new commercial buildings. The only expenditures were periodic payments of invoices to the impact fee update consultants as they prepared the recent impact fee update. There was also a charge against the Service Area 1 road impact fees due to a successful appeal of the rate charged for an industrial project. The water, wastewater, and road impact fee account balances for the previous semi-annual report, as well as the current balances as of October 1, 2024, including accrued interest, are shown in the table.

The total estimated cost of all the projects in the capital improvement plans in effect during the six-month reporting period was \$120,118,135. However, the City Council adopted one-half that amount as the maximum to be collected by May 1, 2023, which is the end of the ten-year CIP period, so the maximum fees are based on an estimated cost of all three CIP's being \$60,059,068. The total of all impact fees spent on CIP projects so far since the April 4, 2017 update is \$774,729, which does not include payments to the impact fee update consultants. The total amount still to be spent is \$59,957,603. The total balance available remaining

collectively in the four impact fee accounts that can be used toward meeting that goal, is currently \$12,867,597.

TRENDS

The bar graph in **Exhibit B** illustrates the impact fee collection trends beginning with the first semi-annual report in July 2003. The trends reflect the state of the economy, as well as the availability of lots for residential development. Housing production and platting of new subdivisions have slightly decreased, with the total impact fee revenue in this six-month reporting period being the lowest since the current housing construction boom started in 2022. This period is the fifth highest revenue since the City began the semi-annual reports in 2003. It is important to build a healthy balance in all of the accounts because there is interest in development where the City does not currently have adequate infrastructure, but where many of the needed projects are already listed in the impact fee CIP's.

UPDATE

This report reflects the impact fee update completed and adopted in 2023, although a few of the fees received were for projects still building out under the old impact fees. In addition, The CIPs are intended to reflect the anticipated growth of the city, and the rapid population growth we are experiencing may require changes in the location and size of projects that are in the current CIPs, and/or may support adding new projects in future reviews of the city's CIP.

RECOMMENDATION

The Committee met on June 25, 2025, and unanimously voted to forward this semi-annual report to the City Council for the period ending on March 31, 2025, recommending that no further changes are necessary at this time.

Respectfully,

A handwritten signature in black ink, appearing to read 'Philip Ruiz', with a long horizontal line extending to the right.

Philip Ruiz, Chair
Impact Fee Advisory Committee

EXHIBIT A

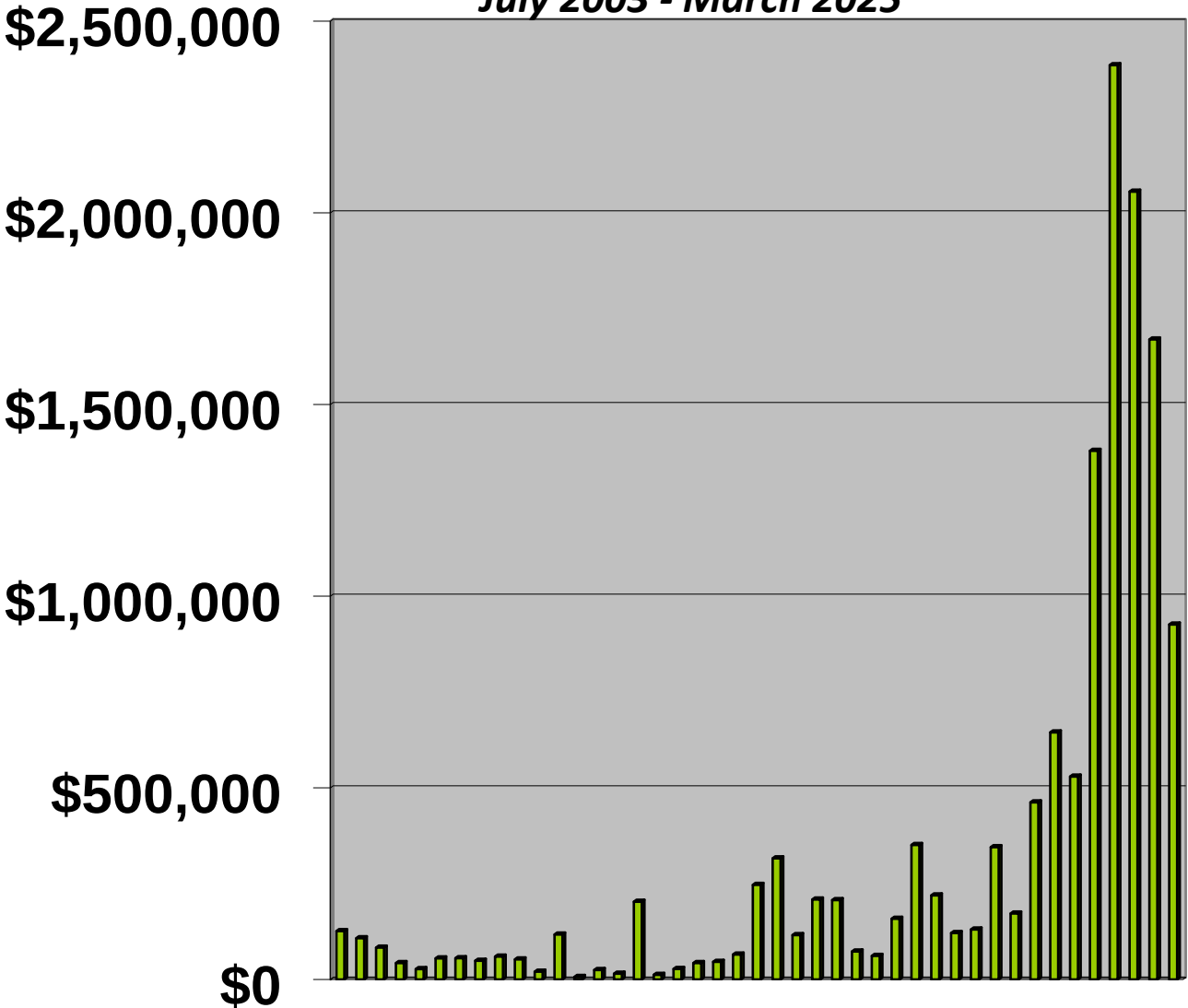
SPRING 2025 IMPACT FEE ACCOUNT BALANCES¹

	<u>October 1, 2024</u>	+	Revenue ²	–	Expense ³	<u>April 1, 2025</u>
Water	4,227,721		335,567		6,175	4,520,614
Wastewater	3,920,150		349,332		37,303	4,154,949
Roads (Service Area 1)	2,377,944		150,986		0	2,513,187
Roads (Service Area 2)	1,588,803		90,044		0	1,678,847
TOTAL	\$12,114,618		\$945,929		\$43,478	\$12,867,597

1. *All amounts have been rounded to the nearest dollar.*
2. *Revenue amounts include accrued interest.*
3. *Expenses were due to invoices from water/wastewater master plan consultants.*

One-half total CIP estimated cost (estimated 100% cost of all projects is \$120,118,135):	\$60,059,068
Total spent on projects since adoption of Ordinance 2023-09 on May 2, 2023:	\$117,739
Remaining amount of 1/2 estimated cost not yet spent:	\$59,941,329
Current balance on April 1, 2025:	\$12,867,597

EXHIBIT B
IMPACT FEE SEMI-ANNUAL REVENUE
July 2003 - March 2025



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2025-21 authorizing application to the Texas Parks and Wildlife Local Park Grant Program for Phase-2 of Aquatics Facility construction funding.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: A Texas Parks & Wildlife Grant for the Local Park Grant Program was identified as a potential funding source for the planned Aquatics Facility. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant-assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public. Eligible applicants include political subdivisions of the State of Texas legally responsible for providing public recreation services to their citizens. This same grant was applied for and awarded last year for phase-1 of the project. This application will support funding for phase-2 of the project.

PROJECT SCHEDULE (if applicable): The grant has a submittal deadline of August 1, 2025

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The maximum grant award amount is \$750,000 and requires matching funds from the City

PREVIOUS COUNCIL ACTION: Council approved Resolution 2023-20 on November 21, 2023, giving direction to City staff to pursue the construction of a new Aquatics Facility in accordance with the concept presented to the Council during a special meeting on October 23, 2023, and directed City staff to research potential grant opportunities for its construction. Council approved Resolution 2024-18 on July 16, 2024, to apply to the Texas Parks & Wildlife Local Grant Program to support funding for phase-1 of the Aquatics Facility construction.

COMMITTEE/BOARD/COMMISSION ACTION: The Citizen Aquatics Committee and the Parks Advisory Board approved the concept design of the Aquatics Facility and site location and recommend applying for the Texas Parks & Wildlife Local Park Grant Program to support funding for the project.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Approve the Resolution.

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2025-21 TP&W Grant Application

RESOLUTION 2025-21

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, HEREINAFTER REFERRED TO AS “APPLICANT,” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS “DEPARTMENT,” FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HERINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

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

- SECTION 1.** That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.
- SECTION 2.** That the Applicant hereby certifies that the matching share for this application is readily available at this time.
- SECTION 3.** That the Applicant hereby authorizes and directs the Parks & Recreation Director to act for the Applicant in dealing with the Department for the purposes of the Program, and that the Parks & Recreation Director is hereby officially designated as the representative in this regard.
- SECTION 4.** The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as the Lockhart Aquatics Facility in the City of Lockhart for use as a park site and is hereby dedicated for public park and recreation purposes in perpetuity.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
LOCKHART, TEXAS, ON THIS THE 1st DAY OF JULY 2025.**

CITY OF LOCKHART

Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding approval of an agreement with Techline Construction, LLC for Project No. 6 - CF100 Clearfork Copper Replacement as part of the City of Lockhart's five-year System Study and Capital Plan as prepared by the Lower Colorado River Authority (LCRA).

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Techline Construction is LCRA's preferred contractor for projects because they are experienced with high-voltage line repairs. Techline has conducted the majority of Lower Colorado River Authority (LCRA) projects for the City of Lockhart since 1995.

Project No. 6 is a "System Rehabilitation" project and part of the LCRA's five-year System Study that will replace single-strand copper conductor. Project No. 6 will upgrade approximately 3,300 ft. of three-phase power line along Clearfork, between San Jacinto and Frio. A new air-break switch will be installed along Frio to tie circuit CF100 to LK40. The estimate for this project assumes that all the poles are replaced with wood poles and all existing equipment (transformers, cutouts, streetlights, etc) will be transferred to the new poles.

Project No. 6 is anticipated to begin in the third quarter of 2025 (July–September) and be completed by the fourth quarter of 2025 (October–December). Labor for Project No. 6 is an estimated total of \$304,600, and not to exceed \$325,600.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends

City of Lockhart, Texas

Council Agenda Item Cover Sheet

approval.

LIST OF SUPPORTING DOCUMENTS: Techline Construction Agreement - Project 6 -
Clearfork - FINAL

ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT

This **ELECTRICAL DISTRIBUTION CONSTRUCTION AGREEMENT** (“**Agreement**”) is entered into by and between the City of Lockhart, Texas (“**Owner**”) and Techline Construction, LLC (“**Contractor**”) and is effective as of the date of the signature of the last party to sign below (the “**Effective Date**”).

1. Contract Documents. This Agreement includes the following Contract Documents which shall be construed in the order of precedence in which they are listed:

1. This Agreement;
2. Exhibit A – M&S Engineering Construction Drawings (complete title), Project 6 – CF100 Clearfork Copper Replacement;
3. Exhibit B – Contract No. 6779 Distribution Construction Services between the Lower Colorado River Authority and Techline Construction, LLC, dated May 6, 2025; and
4. Exhibit C – Proposal by Techline Construction, LLC to the City of Lockhart dated March 18, 2025, containing the estimate for the total cost of labor and equipment to complete the CF100 Clearfork Copper Replacement;

Exhibits A, B, and C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Contractor agrees to provide Owner with the services included in Exhibits pursuant to the terms and conditions of this Agreement, including all exhibits thereto.

2. Scope. Contractor shall furnish all labor, construction equipment, transportation, subcontracting, and other required services, other than engineering services, to complete the work described in the Contract Documents, specifications, and Construction Drawings (the “**Work**”). Contractor agrees to perform the Work under the same terms and conditions and pricing contained in the Contract Documents. All orders and payments for the Work will be issued directly from Owner to Contractor, and Contractor will provide the services and associated invoices directly to Owner. Contractor shall not provide any additional items or services or bill for expenses incurred for Owner not specified by this Agreement unless Owner requests and approves in writing the additional costs for such services. Owner shall not be liable for any additional expenses of Contractor not specified by this Agreement unless Owner first approves such expenses in writing.

3. Compensation. Owner agrees to pay the Contractor in accordance with the prices listed in the proposal attached to the Contract Documents, estimated to be \$304,600.00 and not to exceed \$325,600.00, and in any change orders executed by the parties.

4. Term. The term of this Agreement shall be for one year beginning on the Effective Date and ending one calendar year thereafter. Owner shall be able to renew this agreement for two one-year renewal options by written agreement of the parties.

5. Independent Contractor. This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one

another. The relationship of the Contractor to Owner is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee, as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contractor hereby agrees to hold Owner harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. LCRA. LCRA is not a party to, and will in no way be responsible to either Owner or Contractor for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between Contractor and Owner. Owner and Contractor releases LCRA from any liability associated with Owner's transactions under the Agreement.

7. Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Lockhart
Attn: City Manager
308 W. San Antonio St.
Lockhart, TX 78644

Techline
Attn: President
9609 Beck Circle
Austin, TX 78758

8. Default. In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Agreement, Owner may terminate the Agreement on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by Owner related to this default.

9. Alternative Dispute Resolution. The dispute resolution process provided for in Chapter 154 of the Texas Civil Practice and Remedies Code may be used, by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by Owner of the right to seek redress in a court of law.

10. Assignment. The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned

or delegated without the written consent of the other party, except as expressly allowed by this contract.

11. Compliance with Law. Contractor shall certify that he/she or it is in compliance with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

12. Non-Appropriations. To the extent this contract constitutes public debt in connection with Article 11, Sec. 5 of the Texas Constitution, Contractor understands that Owner is a governmental entity, and should the Owner fail to provide funding for any period during the term of this contract, Owner shall be excused for all liability for payment. Owner is required to give Contractor written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from Owner, this contract will automatically terminate.

13. Governing Law/Venue/Statute of Limitations. The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against Owner pursuant to the Agreement shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to this agreement shall lie in Caldwell County, Texas or a United States District Court within the county.

14. Force Majeure. In the event of Force Majeure, Owner may terminate this agreement by written notice following such casualty and Owner shall not be responsible for any damages sustained by Contractor. Force Majeure shall mean fire, earthquake, flood, tornado, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Owner.

15. Confidentiality. Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

16. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, DEMANDS, PROCEEDINGS, COSTS, AND LIABILITIES OF EVERY KIND, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE OWNER, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

17. Insurance. For the entire term of the Agreement (“Term”), Contractor shall maintain at his/her sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate of insurance evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner prior to the start of work.

- (1) Worker’s Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$2,000,000.00 excess of specified limits;

All policies must contain a waiver of subrogation against Owner. Comprehensive General Liability and Commercial Automobile Liability policies must name Owner as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by Owner. Contractor shall provide Owner Certificates of Insurance evidencing these insurance requirements prior to the start of work.

18. Audit; Independent Audits; Right to Audit; Retention; Supporting Documents. The Contractor agrees and authorizes Owner and/or the Owner’s Auditor (collectively, “Auditor”) to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with Auditors conducting such audits or Investigations and to provide all information and documents reasonably requested.

19. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of Owner to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on Owner’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on Owner except to the extent authorized by the laws and Constitution of the State of Texas.

20. Sovereign Immunity. Except as otherwise provided by Texas law, neither the execution of the Agreement by Owner nor any other conduct, action or inaction of any Owner representative relating to the Agreement is a waiver of sovereign immunity by Owner.

21. Representations by Contractor. Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement other than approval to cross state or interstate highways and railroads, which shall be the responsibility of Owner. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.

22. Eligibility to Receive Payment. Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

23. Risk of Loss. All work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by Owner. In the case of any loss or damage to the work prior to Owner's acceptance, such loss or damage will be Contractor's responsibility.

24. Legal Construction/Severability. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

25. Non-Waiver. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

26. Entire Agreement. The Contract Documents constitutes the entire agreement and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

27. Authority. The person signing below on behalf of Owner and Contractor warrants that he/she has the authority to execute this contract according to its terms.

28. Amendment. This Agreement may be changed, amended, modified, extended or assigned only by mutual consent of the parties provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

29. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

30. Statutorily Required Provisions. See Exhibit D.

IN WITNESS WHEREOF, City and Contractor, by and through their duly authorized officers and Representatives, have executed this Agreement as of the date first above written.

CITY OF LOCKHART

By: _____
Lew White, Mayor

Date: _____

Attest:

By: _____
Julie Bowermon, City Secretary, HR Director

Date: _____

TECHLINE CONSTRUCTION, LLC

By:  _____
Don Lawyer, President

Date: 6-25-2025

EXHIBIT A

*** TRANSFER ALL EXISTING OH CONVENTIONAL POLE MOUNTED TRANSFORMERS FROM REMOVAL POLES TO NEW POLE INSTALLATIONS.

***** TRANSFER ALL EXISTING STREET LIGHT EQUIPMENT (ARMS, ILLUNINATOR, ETC)
FROM REMOVAL POLES TO NEW POLE INSTALLATIONS.**

*** JET VACUUM SCOPE OF WORK - WILL BE REQUIRED AT DIG TESS LINE LOCATE
GROUND MARKINGS - THAT ARE IN POTENTIAL CONFLICT WITH NEW POLE LOCATIONS.

*** ELECTRIC CONTRACTOR RESPONSIBLE FOR " ALL " REQUIRED TRAFFIC CONTROL PROCEDURES IN THE PROJECT SCOPE OF WORK.

- ALL INSTALLATION OF MATERIALS FOR CONSTRUCTION AND GROUND CLEARANCES FOR OVERHEAD AND UNDERGROUND INFRASTRUCTURE WILL BE IN ACCORDANCE WITH CITY STANDARDS, NESC, AND NEC CODE COMPLIANCE.

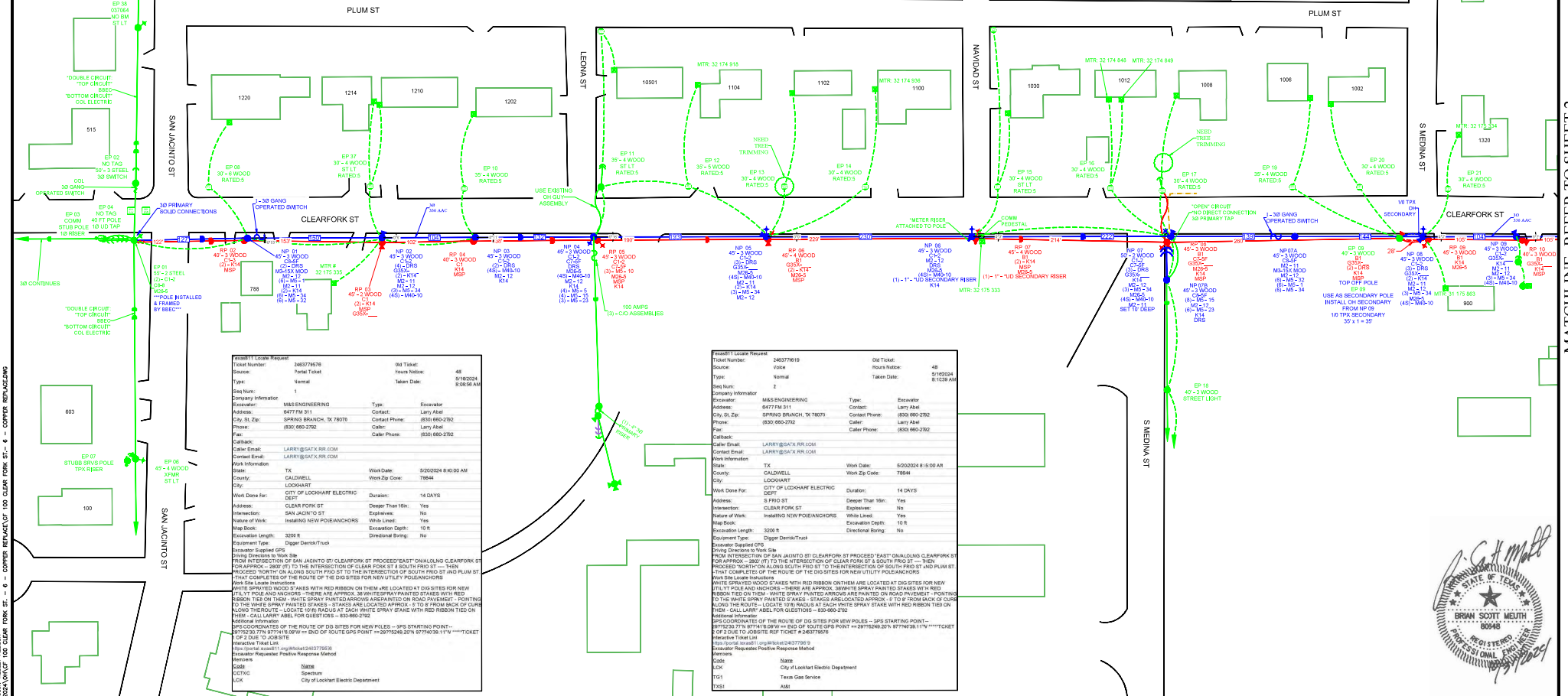
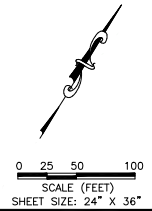
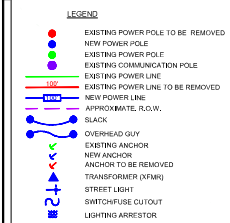
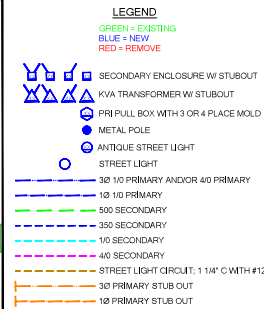
*** USE POLE SET AT ALL
NEW POLE LOCATIONS.**

*** ALL SOLID CONNECTIONS BETWEEN 3Ø OVERHEAD PRIMARY 336 AAC CIRCUITS WILL BE - **SHOOT ON" TYPE. (WEDGE CONNECTORS)**

*** ALL ARRESTOR EQUIPMENT FOR OVERHEAD TRANSFORMER INSTALLATIONS
WILL BE "TANK MOUNTED" TYPE.

*** ALL FUSING AND RESPECTIVE PRIMARY TAP PHASING "CALL OUTS" (AØ - BØ - CØ) WILL BE COORDINATED WITH AND APPROVED BY CITY OF LOCKHART
ELECTRIC DEPT. INSPECTOR.

BBEC WILL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING THE JOINT USE POLES AND HARDWARE INCLUDED AT THE JOINT USE LOCATIONS; INCLUDING: CROSSARMS, GUY/ANCHORS, AND BBEC OVERHEAD CONDUCTOR.



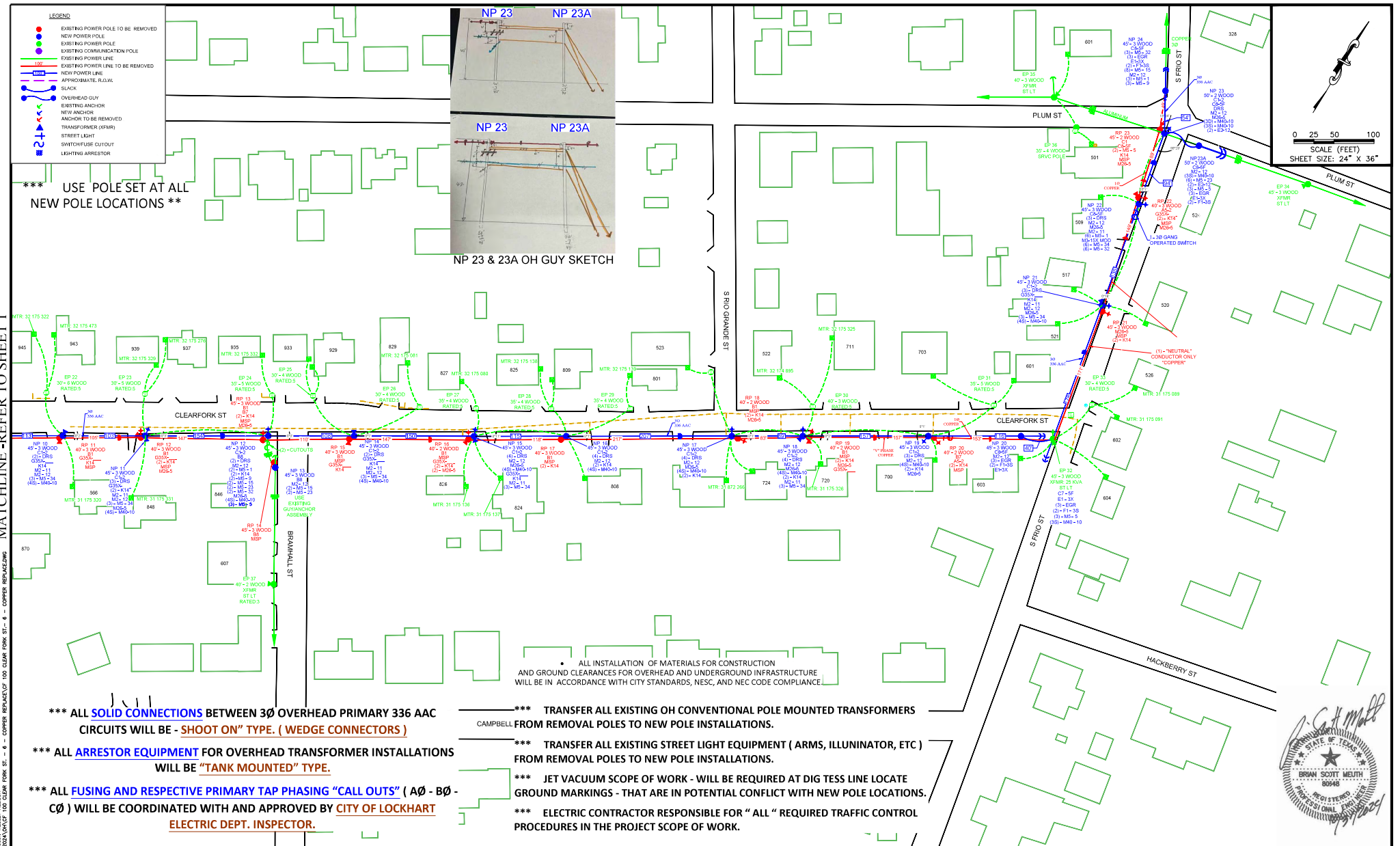
*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS REGISTERED ENGINEERING FIRM
F-1394

			DATE		PROJECT	
			DATE	DATE	CF 100 CLEAR FORK ST - 6 - COPPER REPL.	
DATE	DATE	DATE	DATE	DATE	DATE	DATE
				1" = 50'		10/08/2025
DATE	DATE	DATE	DATE	DATE	DATE	DATE
						W. ALLISON
DATE	DATE	DATE	DATE	DATE	DATE	DATE

EXHIBIT A



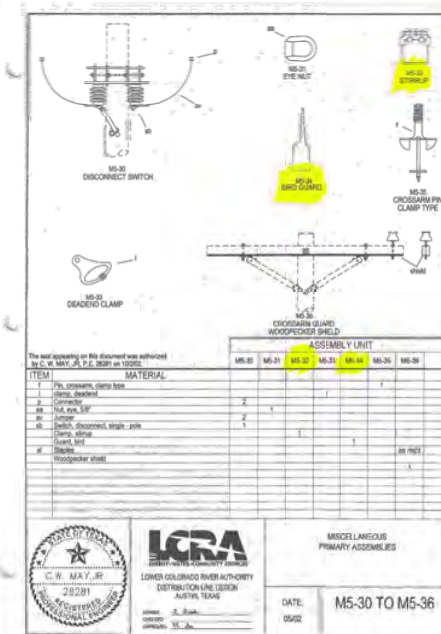
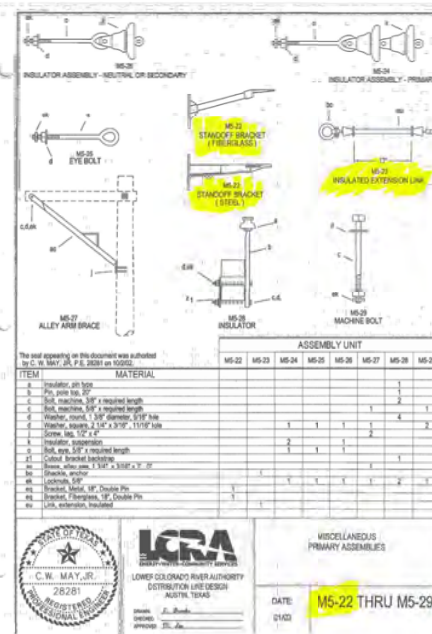
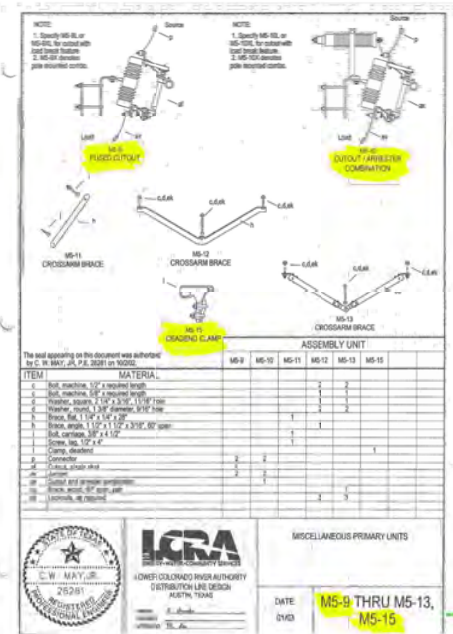
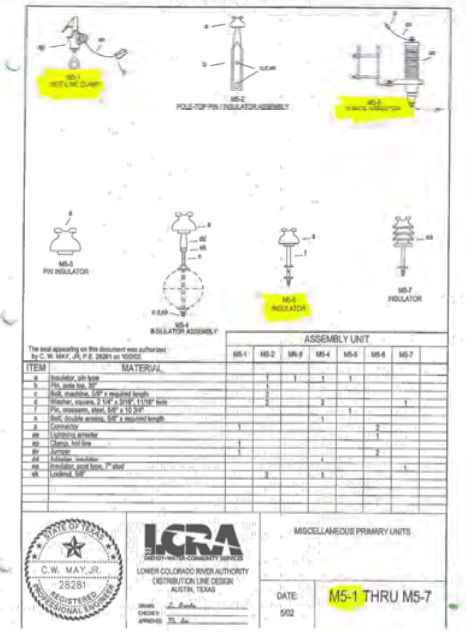
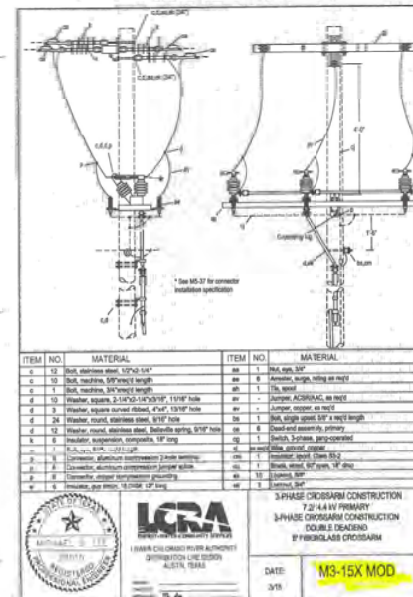
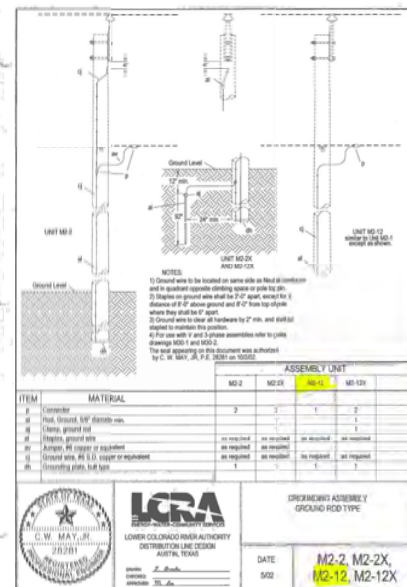
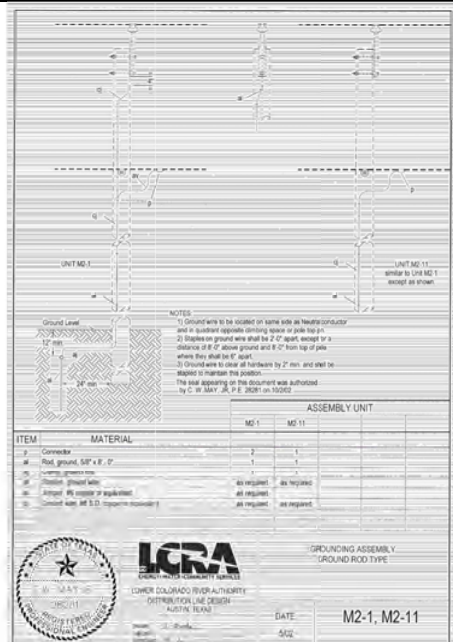
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M&S ENGINEERING
CIVIL [ELECTRICAL] STRUCTURAL MEP
TEXAS REGISTERED ENGINEERING FIRM
F-1394

NO.	REVISION	DATE	BY	CHKD
1				
2				
3				
4				
5				
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7				
8				
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10				

EXHIBIT A



SPECIFIC CITY OF LOCKHART ELECTRIC STANDARD DETAILS AND/OR SPECIFICATIONS, AS REFERENCED IN THIS PLAN SET, HAVE BEEN REVIEWED AND AUTHORIZED BY USE FOR THIS PROJECT UNDER THE AUTHORITY OF BRIAN SCOTT MEUTH, TEXAS PE #80648. FOR FULL CITY OF LOCKHART ELECTRIC STANDARD DETAILS AND SPECIFICATIONS, VISIT THEIR WEBSITE AT WWW.LOCKHART-TX.ORG



*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.

EXHIBIT A

Notes:

- 1. Minimum clear wood distance of all hardware.
- 2. Hardware shall be installed in accordance with the manufacturer's instructions.
- 3. The end of the pole shall be cut off at a 45° angle.
- 4. The end of the pole shall be cut off at a 45° angle.

ICRA
LOWER COLORADO RIVER AUTHORITY
DISTRIBUTION LINE DESIGN
AUSTIN, TEXAS

DATE: **M26-5**

Notes:

- 1. All wires must be made up tight on poles.
- 2. All wires must be made up tight on poles.

ICRA
LOWER COLORADO RIVER AUTHORITY
DISTRIBUTION LINE DESIGN
AUSTIN, TEXAS

DATE: **M40-10**

Notes:

- 1. Formed type gins may be used only with suitable attachments.
- 2. Other accepted and equivalent dead-end material (Item 4) may be substituted for the wire shown.
- 3. The end of the wire shall be cut off at a 45° angle.
- 4. The end of the wire shall be cut off at a 45° angle.

ICRA
LOWER COLORADO RIVER AUTHORITY
DISTRIBUTION LINE DESIGN
AUSTIN, TEXAS

DATE: **E2-12, E2-12H, E2-12X, E2-13X, E2-14X**

Notes:

- 1. Formed type gins may be used only with suitable attachments.
- 2. Other accepted and equivalent dead-end material (Item 4) may be substituted for the wire shown.
- 3. The end of the wire shall be cut off at a 45° angle.
- 4. The end of the wire shall be cut off at a 45° angle.

ICRA
LOWER COLORADO RIVER AUTHORITY
DISTRIBUTION LINE DESIGN
AUSTIN, TEXAS

DATE: **E1-2, E1-2H, E1-2X, E1-3X, E1-4X**

Notes:

- 1. Based on developing the maximum tensile force in the wall & depth. Extensions may be required if loading with force applied to greater depth or penetration is anticipated.
- 2. Class II wall identified as "Medium dense concrete with and without rebar" is not to be used for this application.
- 3. Lower to medium dense fine to medium sand to stiff clay and other. These anchors shall not be installed in weaker soils.

ICRA
LOWER COLORADO RIVER AUTHORITY
DISTRIBUTION LINE DESIGN
AUSTIN, TEXAS

DATE: **F1-3S TO F1-5S**

Notes:

- 1. Install guy wire insulator if from guy attachment.
- 2. Other accepted and equivalent dead-end material (Item 4) may be substituted for the wire shown.
- 3. The end of the wire shall be cut off at a 45° angle.
- 4. The end of the wire shall be cut off at a 45° angle.

ICRA
LOWER COLORADO RIVER AUTHORITY
DISTRIBUTION LINE DESIGN
AUSTIN, TEXAS

DATE: **EM, EJB, EGR**

SPECIFIC CITY OF LOCKHART ELECTRIC STANDARD DETAILS AND/OR SPECIFICATIONS, AS REFERENCED IN THIS PLAN SET, HAVE BEEN REVIEWED AND AUTHORIZED BY USE FOR THIS PROJECT UNDER THE AUTHORITY OF BRIAN SCOTT MEUTH, TEXAS PE #80648. FOR FULL CITY OF LOCKHART ELECTRIC STANDARD DETAILS AND SPECIFICATIONS, VISIT THEIR WEBSITE AT WWW.LOCKHART-TX.ORG



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EXHIBIT A

FRAMING SPECIFICATION UNITS			
A1	SINGLE PHASE PRIMARY CONSTRUCTION	W40-STG	INSTALL OR REMOVE CONDUCTOR TIE, SINGLE TOP GROOVE
A1-1	SINGLE PHASE (DOUBLE POLE PIN) CONSTRUCTION	W40-SSG	INSTALL OR REMOVE CONDUCTOR TIE, SINGLE SIDE GROOVE
A2	SINGLE PHASE (0° to 30° ANGLE) SMALL CONDUCTOR	W40-DTG	INSTALL OR REMOVE CONDUCTOR TIE, SINGLE SIDE GROOVE
A3	SINGLE PHASE (30° to 60° ANGLE) "ALL" CONDUCTORS	W40-DSG	INSTALL OR REMOVE CONDUCTOR TIE, DOUBLE SIDE GROOVE
A4	SINGLE PHASE (DOUBLE DEADEND 160° to 90° ANGLE *** ALL CONDUCTORS)	W2-11	GROUND ROD
A5-2	SINGLE PHASE (DEADEND) *** ALL CONDUCTORS SINGLE PHASE ON PRIMARY TAP	W2-12	BUTT PLATE
B1	(2 - PHASE) - "V" - (1) - CROSSARM - "IN LINE" - PRIMARY CONSTRUCTION	W2-15	GROUND ROD ASSEMBLY - 30 SECTIONALIZING / AIR BREAK SWITCH
B8	(2 - PHASE) - "V" - (2) CROSSARM ** DOUBLE DEADEND) PRIMARY CONSTRUCTION	W3-1	C/O - PRIMARY TAP
C1	SINGLE CROSSARM - SMALL CONDUCTOR	W3-15X MOD	DOUBLE DEAD - 30 SWITCH-GEAR INSTALLATION
C1-1	(1) SET - DOUBLE CROSSARMS - SMALL CONDUCTOR	W5-1	(1) - HOT LINE CLAMP
(2) - C1-1	(2) SETS - DOUBLE CROSSARMS - SMALL CONDUCTOR	2) - M5-1	(2) - HOT LINE CLAMPS
(3) - C1-1	(3) SETS - DOUBLE CROSSARMS - SMALL CONDUCTOR	3) - M5-1	(3) - HOT LINE CLAMPS
C1-2	SINGLE CROSSARM - LARGE CONDUCTOR	4) - M5-1	(4) - HOT LINE CLAMPS
C1-3	DOUBLE CROSSARM - LARGE CONDUCTOR	W5-5	(1) - STEEL PIN & INSULATOR
C2-1	DOUBLE CROSSARM UP TO 33° ANGLE (SMALL CONDUCTOR)	(2) - M5-5	(2) - STEEL PIN & INSULATORS
C2-2	DOUBLE CROSSARM UP TO 33° ANGLE (LARGE CONDUCTOR)	(3) - M5-5	(3) - STEEL PIN & INSULATORS
C7-5F	SINGLE - 30° CROSSARM DEADEND - HEAVY DUTY FIBERGLASS ARM	(4) - M5-5	(4) - STEEL PIN & INSULATORS
(2) - C7-5F	(2) - 30° CROSSARMS DEADENDS - HEAVY DUTY - FIBERGLASS ARMS	(5) - M5-5	(5) - STEEL PIN & INSULATORS
C8-5F	30° CROSSARM DOUBLE DEADEND - HEAVY DUTY - FIBERGLASS ARM	(6) - M5-5	(6) - STEEL PIN & INSULATORS
C8-8	30° CROSSARM DOUBLE DEADEND - (10') HEAVY DUTY FIBERGLASS ARM *** NEUTRAL CONDUCTOR DEADEND ON CROSSARM	M5-6	(1) - SURGE ARRESTOR
DRS	RE-SAG AND RE-ATTACHED - (1) END OF MULTIPLEX SERVICE CONDUCTOR	(2) - M5-6	(2) - SURGE ARRESTORS
(2) - DRS	RE-SAG AND RE-ATTACHED - (2) ENDS OF MULTIPLEX SERVICE CONDUCTOR	(3) - M5-6	(3) - SURGE ARRESTORS
(3) - DRS	RE-SAG AND RE-ATTACHED - (3) ENDS OF MULTIPLEX SERVICE CONDUCTOR	M5-9	(1) - FUSED CUTOFF
(4) - DRS	RE-SAG AND RE-ATTACHED - (4) ENDS OF MULTIPLEX SERVICE CONDUCTOR	(2) - M5-9	(2) - FUSED CUTOFFS
EGR	INSTALL - (1) - 10' (0) EXTENSION INSULATED LINK - GUY WIRE	(3) - M5-9	(3) - FUSED CUTOFFS
(2) - EGR	INSTALL - (2) - 10' (0) EXTENSION INSULATED LINK - GUY WIRE	M5-10	(1) - CUTOFF / ARRESTOR COMBINATION
(3) - EGR	INSTALL - (3) - 10' (0) EXTENSION INSULATED LINK - GUY WIRE	2) - M5-10	(2) - CUTOFF / ARRESTOR COMBINATION
E1-2	SINGLE DOWN GUY WIRE - THROUGH BOLT TYPE	(3) - M5-10	(2) - CUTOFF / ARRESTOR COMBINATION
E1-2X	(2) DOWN GUY WIRES	M5-15	(1) - DEADEND CLAMP
E1-3X	(3) DOWN GUY WIRES	2) - M5-15	(2) - DEADEND CLAMPS
E2-12	OVER-HEAD GUY WIRE INSTALLED	3) - M5-15	(3) - DEADEND CLAMPS
(2) - E2-12	(2) - OVER-HEAD GUY WIRES INSTALLED	4) - M5-15	(4) - DEADEND CLAMPS
F1-2	EXPANDING ANCHOR ASSEMBLY	5) - M5-15	(5) - DEADEND CLAMPS
F1-3S	SCREW ANCHOR ASSEMBLY	6) - M5-15	(6) - DEADEND CLAMPS
(2) - F1-3S	(2) - SCREW ANCHOR ASSEMBLIES	7) - M5-15	(7) - DEADEND CLAMPS
G35X-___	SINGLE PHASE XFMR- POLE MOUNTED C/O AND ARRESTOR	8) - M5-15	(8) - DEADEND CLAMPS
G38X-___	SINGLE PHASE XFMR- CRCS ARM MOUNTED C/O AND ARRESTOR	M5-22	STANDOFF BRACKET (FIBERGLASS)
G210	(2) - XFMR CLUSTER "OPEN WYE" 120/240 VOLTAGE	M5-23	(1) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLY
G210X	(2) - XFMR CLUSTER "DELTA WYE" 120/240 VOLTAGE	2) - M5-23	(2) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G310	(3) - XFMR CLUSTER "UNGROUND WYE" - CENTER TAP DELTA 120 / 240 SECONDARY VOLTAGE	3) - M5-23	(3) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G310X-___	(3) - XFMR CLUSTER "UNGROUND WYE" - CENTER TAP DELTA 120 / 240 SECONDARY VOLTAGE	4) - M5-23	(4) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G385X-___	(3) XFMR PLATFORM MOUNTED 4 WIRE GROUNDED WYE GROUNDED WYE - 120/208 SECONDARY VOLTAGE	5) - M5-23	(5) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G388-___	SINGLE PHASE XFMR - POLE MOUNTED C/O & ARRESTOR	6) - M5-23	(6) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G210B	(2) XFMR CLUSTER MOUNTED - "OPEN WYE" - 120/240 SECONDARY VOLTAGE	M5-32	(2) - SHORT INSULATOR ARM PRM CONDUCTOR ASSEMBLIES
G310B-___	(3) XFMR CLUSTER MOUNTED - "UNGROUND WYE" CENTER TAP - GROUNDED DELTA - 120/240 SECONDARY VOLTAGE	2) - M5-32	(1) - STIRRUP - CONNECTION TO PRIMARY WIRE
J5	SECONDARY AND NEUTRAL ASSEMBLIES	3) - M5-32	(2) - STIRRUPS - CONNECTION TO PRIMARY WIRE
J7	SECONDARY AND NEUTRAL ASSEMBLIES	M5-34	(1) - WILDLIFE PROTECTION COVER
J8	SECONDARY AND NEUTRAL ASSEMBLIES	2) - M5-34	(2) - WILDLIFE PROTECTION COVERS
J13	SECONDARY AND NEUTRAL ASSEMBLIES	3) - M5-34	(3) - WILDLIFE PROTECTION COVERS
K14	(1) - OH SECONDARY ATTACHMENT	W26-5	(1) - STREET LIGHT
(2) - K14	(2) - OH SECONDARY ATTACHMENTS	2) - M26-5	(2) - STREET LIGHTS
KDH	"J" HOOK ATTACHMENT	1S) -M40-10	(1) - "SINGLE" INSULATOR TIE WIRES
MAB	INSTALL - AERIAL MARKER BALL (RAILROAD CROSSINGS)	2S) -M40-10	(2) - "SINGLE" INSULATOR TIE WIRES
MRR	RAILROAD CROSSING/ RAILROAD PROPERTY ACCESS; PER CROSSING	3S) -M40-10	(3) - "SINGLE" INSULATOR TIE WIRES
MCP	CHANGE OUT POLE IN PLACE; PER POLE	4S) -M40-10	(4) - "SINGLE" INSULATOR TIE WIRES
MFR	TRAFFIC CONTROL/ LAGGING; PER MAN-HOUR	10D) -M40-10	(1) - "DOUBLE" INSULATOR TIE WIRE
MRR	RAILROAD CROSSING/ RAILROAD PROPERTY ACCESS PER CROSSING	20D) -M40-10	(2) - "DOUBLE" INSULATOR TIE WIRES
MSP	SAW POLE (CUT A LENGTH OF POLE OFF)	30D) -M40-10	(3) - "DOUBLE" INSULATOR TIE WIRES

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LOCKHART 3Ø UPGRADE (6 - PORTION ONLY)	
NEW POLES INSTALLED	QTY
45' - 3 WOOD	24
50' - 2 WOOD	3
TOTAL	27

REMOVAL CONSTRUCTION		"3" PORTION
POLES		
40' - 2 WOOD		4
40' - 3 WOOD		8
45' - 2 WOOD		2
45' - 3 WOOD		6
45' - 4 WOOD		2
TOTAL		22

REMOVAL CONSTRUCTION " 6" PORTION					
CONDUCTORS (TLL + 10 %)				"u" 10 %	QTY
3Ø COPPER PRIMARY					
600	X	4	1600	1.10	2640
" V " Ø COPPER PRIMARY					
2400	X	3	7200	1.10	7920
1 Ø COPPER PRIMARY					
700	X	2	1400	1.10	1540
PRIMARY " NEUTRAL " CONDUCTOR " ONLY "					
400	X	1	600	1.10	440

LOADHART 30 UPGRADE (E PORTION ONLY)	FRAMING UNIT QUANTITY
C7-3F	9
C1-2	1
B8	2
C4-9	2
POLESTAR (RAM)	27
R14	30
M2 - 12	27
M2 - 11	16
M 5 - 5	13
M 5 - 9	5
M 5 - 15	24
M5 - 32	23
M5 - 33	19
M26-5 (STREET LIGHT)	14
M5 - 34	51
M5 - 1	23
M40-10 (130 AAC CONDUCTOR / "DOUBLE TIE")	81
M40-10 (130 AAC CONDUCTOR / "DOUBLE TIE")	8
DR6	61
G35X-_____	1
M5-12X600	4
GLYS & ANCHORS	
GP - 12	4
GP - 28	4
FP - 25	8
E1	12

LOCKHART 30 UPGRADE ("B" PORTION ONLY)	
REMOVAL CONSTRUCTION	
ASSEMBLIES	QTY
A 5 - 2	2
B 1	14
B 7	2
B 8	1
C 1	3
C 1- 2	3
C 1 - 3	1
C8 - 5F	2
C7-9F	2
035X _	11
MISCELLANEOUS UNITS	QTY
DRS	2
K14	35
M 5 - 4	2
M 5 - 10	3
M26-1	15
GUYS & ANCHORS	QTY
E1-33	1
F1 - 33	3
EGR	3
MSP	23

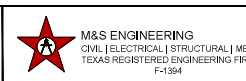
LOCKHART 30 UPGRADE (6 - PORTION ONLY)			NBW - 336 AAC PRIMARY # OH TPX SECONDARY 3/8" GUY WIRE INSTALLED	
LINEAR LENGTH	# OF 336 AAC CONDUCTORS (PER SPAN)	TOTAL - 336 AAC OVERALL LENGTH OF CONDUCTOR	ESTIMATED ADDITIONAL FOOTAGE ("±" 10%)	TOTAL ESTIMATED QUANTITY
3500	4	14000	1.10	15400
LINEAR LENGTH	# OF 3/8" GUY WIRE CONDUCTORS (PER RUN)	TOTAL - 3/8" GUY WIRE OVERALL LENGTH OF CONDUCTOR	ESTIMATED ADDITIONAL FOOTAGE ("±" 10%)	TOTAL ESTIMATED QUANTITY
1500	1	1500	1.10	1650



EXHIBIT A

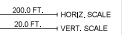
Latitude	Longitude	Pole #	Pole Height	Pole Type	Angle	Assemblies	Miscellaneous Units	Guys & Anchors	Notes
		NP 01	45-3	Wood	00°00'	C8.5F	(2)DRS, M3-15X MOD, M2 - 12, (6)M5 - 1, M2 - 11, (2)K14, (6)M5 - 34, (6)M5 - 32		
		RP 02	40-3	Wood	00°00'	C1-3	(2)K14, MSP		
		NP 02	45-3	Wood	00°00'	C1-2	(4)DRS, G35X-____, (2)K14, M2 - 11, M2 - 12, (3)M5 - 34, (4)S-M40-10		
		RP 03	45-2	Wood	00°00'	C1	(2)K14, MSP, G35X-____		
		NP 03	45-3	Wood	00°00'	C1-2	(2)DRS, (4)S-M40-10, M2 - 12, K14		
		RP 04	40-3	Wood	00°00'	C1	K14, MSP		
		NP 04	45-3	Wood	00°00'	C1-2, C7-5F	DRS, M26-5, (4)S-M40-10, M2 - 12, K14, (4)M5 - 5, (4)M5 - 15, (3)M5 - 23		
		RP 05	45-3	Wood	00°00'	C1-2, C7-5F	(3)M5 - 10, M26-5, MSP, K14		
		NP 05	45-3	Wood	00°00'	C1-2	(3)DRS, G35X-____, M26-5, (4)S-M40-10, M2 - 11, (2)K14, (3)M5 - 34, M2 - 12		
		RP 06	45-4	Wood	00°00'	B1	G35X-____, (2)K14, M26-5, MSP		
		NP 06	45-3	Wood	00°00'	C1-2	M2 - 12, DRS, M26-5, (4)S-M40-10, UD SEC RISER, K14		
		RP 07	45-4	Wood	00°00'	B1	(2)K14, MSP, M26-5, UD SEC RISER		
		NP 07	50-2	Wood	00°00'	C1-2, C7-5F	(3)DRS, G35X-____, K14, M2 - 12, (3)M5 - 34, M26-5, (4)S-M40-10, M2 - 11		SET 10' DEEP
		NP 07A	45-3	Wood	00°00'	C8.5F	M2 - 11, M3-15X MOD, M2 - 12, (6)M5 - 32, (6)M5 - 1, (6)M5 - 34		
		NP 07B	45-3	Wood	00°00'	C8.5F	(8)M5 - 15, M2 - 12, (6)M5 - 23, K14, DRS		
		RP 08	45-3	Wood	00°00'	B1, C7-5F	G35X-____, M26-5, K14, MSP		
		EP 09	40-3	Wood	00°00'	B1	G35X-____, (2) DRS, K14, MSP		
		NP 08	45-3	Wood	00°00'	C1-2	(3)DRS, G35X-____, (2)K14, M2 - 11, M2 - 12, (3)M5 - 34, M26-5, (4)S-M40-10		
		RP 09	45-3	Wood	00°00'	B1	K14, M26-5		
		NP 09	45-3	Wood	00°00'	C1-2	G35X-____, K14, M2 - 11, M2 - 12, (3)M5 - 34, (4)S-M40-10		
		RP 10	40-3	Wood	00°00'	B1	G35X-____, K14, MSP		
		NP 10	45-3	Wood	00°00'	C1-2	(2)DRS, G35X-____, K14, M2 - 11, M2 - 12, (3)M5 - 34, (4)S-M40-10		
		RP 11	40-3	Wood	00°00'	B1	G35X-____, K14, MSP		
		NP 11	45-3	Wood	00°00'	C1-2	(3)DRS, G35X-____, (2)K14, M2 - 11, M2 - 12, (3)M5 - 34, M26-5, (4)S-M40-10		
		RP 12	40-3	Wood	00°00'	B1	G35X-____, (2)K14, MSP, M26-5		
		NP 12	45-3	Wood	00°00'	C1-2, B8	(2)DRS, M2 - 12, (2)M5 - 1, (2)K14, (2)M5 - 9, (2)M5 - 15, (2)M5 - 23, (2)M5 - 32, M26-5, (4)S-M40-10, (3)M5 - 5		
		RP 13	45-3	Wood	00°00'	B1, B7	(2)K14, MSP, M26-5		
		NP 13	45-3	Wood	00°00'	B8	M2 - 12, (2)M5 - 15, (2)M5 - 23		
		RP 14	45-3	Wood	00°00'	B8	MSP		
		NP 14	45-3	Wood	00°00'	C1-2	(2)DRS, G35X-____, K14, M2 - 11, M2 - 12, (3)M5 - 34, (4)S-M40-10		
		RP 15	40-3	Wood	00°00'	B1	MSP, G35X-____, K14		
		NP 15	45-3	Wood	00°00'	C1-2	(4)DRS, M2 - 12, M26-5, (4)S-M40-10, G35X-____, K14, M2 - 11, (3)M5 - 34		
		RP 16	40-2	Wood	00°00'	B1	MSP, G35X-____, (2)K14, (2)M26-5		
		NP 16	45-3	Wood	00°00'	C1-2	(4)DRS, M2 - 12, (2)K14, (4)S-M40-10		
		RP 17	40-3	Wood	00°00'	B1	MSP, (2)K14		
		NP 17	45-3	Wood	00°00'	C1-2	(4)DRS, M2 - 12, M26-5, (4)S-M40-10, (2)K14		
		RP 18	40-2	Wood	00°00'	B1	MSP, (2)K14, M26-5		
		NP 18	45-3	Wood	00°00'	C1-2	(4)DRS, M2 - 12, M26-5, (4)S-M40-10, (2)K14, M2 - 11, (3)M5 - 34		
		RP 19	40-2	Wood	00°00'	B1	MSP, (2)K14, M26-5, G35X-____		
		NP 19	45-3	Wood	00°00'	C1-2	(3)DRS, M2 - 12, (4)S-M40-10, (2)K14, M26-5		
		RP 20	40-2	Wood	00°00'	B7, A5-2	(2)K14, MSP		
		NP 20	45-3	Wood	00°00'	C8.5F	M2 - 12	(3)EGR, (2)F1-35, E1-3X	
		EP 32	45-3	Wood	00°00'			(3)EGR, (2)F1-35, E1-3X	
						C7.5F	(3)M5 - 5, (3)S-M40-10	(3)EGR, (2)F1-35, E1-3X	
		RP 21	45-3	Wood	00°00'		M26-5, MSP, (2)K14		
		NP 21	45-3	Wood	00°00'	C1-2	(3)DRS, G35X-____, K14, M2 - 11, M2 - 12, M26-5, (3)M5 - 34, (4)S-M40-10		
		RP 22	40-3	Wood	00°00'	A5-2	G35X-____, (2)K14, MSP, M26-5		
		NP 22	45-3	Wood	00°00'	C8.5F	(3)DRS, M2 - 12, M26-5, M2 - 11, (6)M5 - 1, M3-15X MOD, (6)M5 - 34, (6)M5 - 32		
		RP 23	45-2	Wood	00°00'	C1, C8.5F	(2)M5 - 5, K14, MSP, M26-5		
		NP 23	50-2	Wood	00°00'	C1-2, C8.5F	DRS, M2 - 12, M26-5, (3)S-M40-10, (3)S-M40-10	(2)E2-12	
		NP 23A	50-2	Wood	00°00'	C8.5F	M2 - 12, (3)S-M40-10, (6)M5 - 23, (3)M5 - 5	(2)E2-12, (3)EGR, E1-3X, (2)F1-35	
		NP 24	45-3	Wood	00°00'	C8.5F	(3)M5 - 32, (8)M5 - 15, M2 - 12, (3)M5 - 1, (3)M5 - 9	(3)EGR, E1-3X, (2)F1-35	

*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.



+		-		%		1/4"		1/8"		1/16"		1/32"		1/64"		1/128"		1/256"		1/512"		1/1024"		1/2048"		1/4096"		1/8192"		1/16384"		1/32768"		1/65536"		1/131072"		1/262144"		1/524288"		1/1048576"		1/2097152"		1/4194304"		1/8388608"		1/16777216"		1/33554432"		1/67108864"		1/134217728"		1/268435456"		1/536870912"		1/1073741824"		1/2147483648"		1/4294967296"		1/8589934592"		1/17179869184"		1/34359738368"		1/68719476736"		1/137438953472"		1/274877906944"		1/549755813888"		1/1099511627776"		1/2199023255552"		1/4398046511104"		1/8796093022208"		1/17592186044416"		1/35184372088832"		1/70368744177664"		1/140737488355328"		1/281474976710656"		1/562949953421312"		1/1125899906842624"		1/2251799813685248"		1/4503599627370496"		1/9007199254740992"		1/18014398509481984"		1/36028797018963968"		1/72057594037927936"		1/144115188075855872"		1/288230376151711744"		1/576460752303423488"		1/1152921504606846976"		1/2305843009213693952"		1/4611686018427387904"		1/9223372036854775808"		1/18446744073709551616"		1/36893488147419103232"		1/73786976294838206464"		1/147573952589676412928"		1/295147905179352825856"		1/590295810358705651712"		1/1180591620717411303424"		1/2361183241434822606848"		1/4722366482869645213696"		1/9444732965739290427392"		1/18889465931478580854784"		1/37778931862957161709568"		1/75557863725914323419136"		1/151115727451828646838272"		1/302231454903657293676544"		1/604462909807314587353088"		1/1208925819614629174706176"		1/2417851639229258349412352"		1/4835703278458516698824704"		1/9671406556917033397649408"		1/19342813113834066795298816"		1/38685626227668133590597632"		1/77371252455336267181195264"		1/154742504910672534362390528"		1/309485009821345068724781056"		1/618970019642690137449562112"		1/1237940039285380274899124224"		1/2475880078570760549798248448"		1/4951760157141521099596496896"		1/9903520314283042199192993792"		1/19807040628566084398385987584"		1/39614081257132168796771975168"		1/79228162514264337593543950336"		1/158456325028528675187087900672"		1/316912650057057350374175801344"		1/633825300114114700748351602688"		1/1267650600228229401496703205376"		1/2535301200456458802993406410752"		1/5070602400912917605986812821504"		1/10141204801825835211973625643008"		1/20282409603651670423947251286016"		1/40564819207303340847894502572032"		1/81129638414606681695789005144064"		1/162259276829213363391578010288128"		1/324518553658426726783156020576256"		1/649037107316853453566312041152512"		1/1298074214633706907132624082305024"		1/2596148429267413814265248164610048"		1/5192296858534827628530496329220096"		1/10384593717069655257060992658440192"		1/20769187434139310514121985316880384"		1/41538374868278621028243970633760768"		1/83076749736557242056487941267521536"		1/166153499473114484112975882535043072"		1/332306998946228968225951765070086144"		1/664613997892457936451903530140172288"		1/1329227995784915872903807060280344576"		1/2658455991569831745807614120560689152"		1/5316911983139663491615228241121378304"		1/10633823966279326983230456482242756608"		1/21267647932558653966460912964485513216"		1/42535295865117307932921825928971026432"		1/85070591730234615865843651857942052864"		1/170141183460469231731687303715884105728"		1/340282366920938463463374607431768211456"		1/680564733841876926926749214863536422912"		1/1361129467683753853853498429727072845824"		1/2722258935367507707706996859454145691648"		1/5444517870735015415413993718908291383296"		1/10889035741470030830827987437816582766592"		1/21778071482940061661655974875633165533184"		1/43556142965880123323311949751266331066368"		1/87112285931760246646623899502532662132736"		1/174224571863520493293247799005065244264768"		1/348449143727040986586495598010130488529536"		1/696898287454081973172991196020260977059072"		1/1393796574908163946345982392040521954118144"		1/2787593149816327892691964784081043908236288"	
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LS-CADD DRAWING



	 M&S ENGINEERING CIVIL ELECTRICAL STRUCTURAL MEP TEXAS REGISTERED ENGINEERING FIRM F-1594		 SEE SCALE BAR	DATE: 10/01/2024 TIME: 10:00 AM BY: W. ALLISON
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EXHIBIT B

AGREEMENT FOR CONSTRUCTION SERVICES

by and between

**Lower Colorado River Authority
(hereinafter referred to as the “LCRA”)**

and

(hereinafter referred to as the “Contractor”)

EXHIBIT B

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EXHIBITS:

- Exhibit 1 - List of LCRA Representatives
- Exhibit 2 - LCRA Background Check Procedures and Requirements
- Exhibit 3 - LCRA Tax Exemption Certificate
- Exhibit 4 - Change Order Template
- Exhibit 5 - Contract Price
- Exhibit 6 - Payment and Performance Bond Forms
- Exhibit 7 - Contract Scope of Work
- Exhibit 8 - Design Change Notification

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AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”) is made and entered into as of the date of the signatures set forth below (hereinafter referred to as “Effective Date”) by and between Lower Colorado River Authority (“LCRA”), a conservation and reclamation district of the State of Texas, organized pursuant to Article XVI, Section 59 of the Texas Constitution and Techline Construction, LLC (“Contractor”), for the provision by Contractor of general contracting services for Distribution Line Construction and Maintenance Services. LCRA and Contractor are each hereinafter referred to individually as a “Party” and collectively as “Parties.”

ARTICLE 1 DEFINITIONS

1.1 Definitions. All terms and phrases defined herein in the Contract Documents shall have the meanings and definitions set forth therein. Terms that have well known technical or construction industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or elsewhere in the Contract Documents or unless the context clearly indicates a different meaning.

1.2 Contractor’s General Scope; Reservation by LCRA. LCRA reserves the right to eliminate, reduce or modify the scope of the Project. Contractor will be responsible for the procurement of all applicable trade work, and the materials needed for, and for the construction of, the Project, as well as for the overall integration of each element of the Work comprising the Project and coordination with other elements and with the existing conditions at the Project Site so that the entire Work is fully connected, complete, operational and functional and in conformance with the Contract Documents.

ARTICLE 2 GENERAL INFORMATION

2.1 GENERAL INFORMATION

2.1.1 Contract Documents Defined. The Contract Documents for the Project consist of:

- (1) this Agreement, as it may hereafter be amended;
- (2) the specifications for the Project as identified herein (“Specifications”);
- (3) the drawings for the Project as identified herein (“Drawings”); and
- (4) all “Modifications” issued in connection with the Work.

2.1.2 No Warranty of Specifications and Drawings. LCRA makes no representation or warranty regarding the completeness or accuracy of the Specifications, Drawings or reports and information referred to therein, including, without limitation, all reports and information regarding geotechnical investigations, the test embankment, flooding, permitting and environmental control, the location of utilities and gas wells, and general site conditions. Contractor shall be responsible for and bear the risk of reviewing and incorporating into its plans for the Work all such reports and

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information, determining the proper means, method schedules, sequences and techniques by which to perform the Work related to such reports and information, coordinating the Work with the owners, if any, of any subsurface structures, and the safety and protection of the Project and all persons working on the Project Site, whether employed by Contractor, its Subcontractors, LCRA or anyone else. Contractor shall be responsible for repairing any damage to utilities and all other subsurface structures resulting from the Work, except to the extent those structures are abandoned and not used or useful.

2.2 INTERPRETATION, CORRELATION AND INTENT OF CONTRACT DOCUMENTS

2.2.1 Entire Integrated Agreement. The Contract Documents collectively comprise the entire, integrated agreement between LCRA and Contractor and supersede the Request for Proposal, all other requests for qualifications, negotiations, proposals, and/or bids and any responses thereto and all prior negotiations, representations or agreements, either written or oral. Each of the Contract Documents is fully a part of this Agreement.

2.2.2 Modifications. The Contract Documents may be amended or modified only by a Modification. A Modification is (a) a written amendment to this Agreement signed by authorized representatives of both parties, (b) a Change Order issued pursuant to the applicable provisions of this Agreement, (c) a Design Change Notification (“DCN”), defined as a form consistent with Exhibit 8 changing only minor elements in the design or specifications and resulting in no additional associated cost (d) new or amended Drawings or notes on Drawings issued by LCRA in connection with a Change Order, CCD, or DCN.

2.2.3 Contract Exclusions. The Contract Documents shall not be construed to create a contractual relationship of any kind:

- (1) between the Contractor and the Architect/Engineer,
- (2) between any persons or entities other than LCRA and Contractor or
- (3) between LCRA and any of Contractor’s Subcontractors of any tier.

The agreement between LCRA and the Architect/Engineer and any agreements between LCRA and any other consultant are not part of this Agreement.

2.2.4 Order of Precedence. In the event of a conflict between any of the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Section 2.1.1 herein, except:

- (1) a Modification shall take precedence over that portion of that Contract Document which it modifies; and
- (2) with respect to conflicts or ambiguities between the Drawings and Specifications as to the nature and extent of the Work to be performed, all work necessary for the execution of the Work (whether shown on the Drawings and not described in the Specifications or described in the Specifications and not shown on the Drawings) and any work which is reasonably inferable (consistent with the provisions of this Agreement) as necessary to complete the Work in accordance with the requirements of the Contract Documents, shall

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be considered as part of the Contract Documents and shall be executed by the Contractor in the same manner and with the same character and quality of material as other portions of the Work, without increase in the Contract Price or extension of the Contractor's Planned Completion Date.

2.2.5 Resolution of Conflicts and Ambiguities. During the performance of the Contractor's duties, the Contractor shall, with reasonable attention and consistent with the provisions of this Agreement, study and compare the Contract Documents with each other. If the Contractor discovers any inconsistencies, conflicts or ambiguities within or among the Contract Documents that cannot be resolved by the order of precedence above or the information and communications provided to the Contractor by LCRA or Architect/Engineer, then the Contractor shall promptly report such inconsistency, conflict or ambiguity to the applicable LCRA Representative and secure a Modification from the applicable LCRA Representative prior to proceeding with any Work affected by or involving such inconsistency, conflict or ambiguity. If the Contractor is aware of any inconsistencies, conflicts, or ambiguities and knowingly performs the affected Work, the Contractor will be liable to LCRA for any resulting delay, costs, damages, or losses suffered by LCRA. However, the Contractor will not be liable if LCRA has received notice of the inconsistency, conflict, or ambiguity and orders the Contractor to proceed.

2.2.5.1 The Contractor shall assign Work among Subcontractors as necessary for the full and timely completion of the Work. The organization of the Specifications and Drawings shall not control the division of Work among Subcontractors.

2.2.5.2 Interpretation. Contractor requests for an interpretation or clarification of any term, depiction, provision or Specification or other instructions or clarifications necessary for the proper execution of the Work shall be directed to the LCRA Representative (and to the Architect/Engineer or any of LCRA's Consultants as directed by LCRA), who will respond in writing no later than 14 calendar days. The Contractor shall not proceed with the relevant Work until instruction or clarification is received. The instruction or clarification will be on a form that contains LCRA's written approval and contain a specific reference to the Contract Documents being clarified or interpreted. The Contractor should not proceed with any Work requiring such instructions or clarifications unless LCRA's written approval is reflected on this form through the signature of the applicable LCRA Representative. The Interpretation shall be considered consistent with the intent of the Contract Documents.

2.2.5.3 The Specifications may be abbreviated and include incomplete sentences. Omission of words or phrases such as "the Contractor shall" and "shall be" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. Where phrases such as "as selected", "as directed" or "as approved" are used in the Specifications, they shall mean "as directed, selected or approved by LCRA." Where phrases such as "or equal" or "or approved equal" are used in the Specifications, they shall mean "equal or approved equal as approved by LCRA." In the interest of brevity, the Specifications frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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2.2.5.4 Drawings are intended to show the general arrangement, design and extent of the Work and are partly diagrammatic. As such, they are not intended to be scaled for measurements or to serve as shop drawings, preparation of which shall be entirely the Contractor's responsibility. Large scale Drawings shall take precedence over small scale Drawings; figures, dimensions and noted materials over graphic representations. If the Work involves dimensions that depend upon or are affected by existing conditions, the existing conditions shall be verified by the Contractor. The verification shall take precedence over the Drawings with regard to dimensions.

2.2.5.5 Whenever the Contract Documents designate equipment, devices or material by name, manufacturer or vendor, or by proprietary or trade name followed by words "or approved equal", standard products of manufacturers other than those specified may be accepted only if:

- (i) it is proved to LCRA's satisfaction that they are equal in design, appearance, strength, durability, usefulness, convenience, and in all other material respects and
- (ii) if the substitute is approved in writing by LCRA, prior to the ordering or use. Approval shall be at LCRA's sole and absolute discretion.

The Contractor shall be responsible for requesting and obtaining the written approval of LCRA in this regard.

2.2.5.6 The Article, Section and Section headings, as well as other titles and captions used in the Contract Documents, are inserted only for convenience of reference, and are not intended to and shall in no way define, limit, enlarge or prescribe the rights or obligations of the parties, or to affect the meaning, construction, scope or extent of any provisions of the Contract Documents.

2.2.5.7 If any term or provision of the Contract Documents shall be held to any extent to be invalid or unenforceable, the remaining terms and provisions of the Contract Documents shall nevertheless be valid and shall be enforced to the fullest extent permitted by law.

2.2.6 Governing Law. This Agreement and all of the Contract Documents shall be construed and governed pursuant to the laws of the State of Texas, without reference to its conflict of laws principles. Exclusive venue shall be in the District Courts of Travis County, Texas, unless mandatory venue is established elsewhere by law.

2.2.7 Venue; Waiver of Jury Trial. Exclusive venue for any dispute arising out of or relating in any way to this Agreement, the Contract Documents, or the Work shall be in the state district courts of Travis County, Texas, unless mandatory venue is established elsewhere by law. THE PARTIES FURTHER AGREE TO WAIVE THEIR RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE CONTRACT DOCUMENTS, OR THE WORK, INCLUDING ANY AND ALL CONTRACT, TORT, BREACHES OF DUTY, COMMON LAW AND STATUTORY CLAIMS.

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2.2.8 Compliance with Laws and Regulation. In the performance of the Contract, the Contractor must comply with all applicable Federal, State and local laws and regulations, including but not limited to laws concerned with labor, safety, prevailing wages, and the environment. The Contractor shall make itself familiar with and at all times shall observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless LCRA and their Board members, officers, employees and representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor or by its subcontractors or their respective employees.

2.2.9 Notices. All notices, demands or requests provided for or desired to be given pursuant to the Contract Documents must be in writing. When addressed to LCRA, the communication must be directed to the applicable LCRA Representative identified in Exhibit 1. All such documents shall be deemed to have been sent when deposited in the United States mail, postage prepaid, certified or registered, and/or deposited with a registered or bonded courier for next day or immediate delivery or delivered by hand by an employee of the Parties. The appropriate addresses are the addresses included in this Agreement, though Parties may change their address by written notice in accordance with this Section. Notice can also be sent as a courtesy to the intended recipient by email, provided, however, that the methods established in the foregoing sentence are the exclusive methods for providing valid notice under this Agreement.

2.3 OWNERSHIP AND USE OF DOCUMENTS

2.3.1 LCRA Ownership of Design; Prohibition of Reuse Elsewhere. All Drawings, Specifications, and other documents (including but not limited to the process and instrumentation diagrams, any other materials relating to any control equipment or any other systems on the Project and all contents of the electronic construction management platform) prepared by LCRA, Architect/Engineer, or LCRA Consultants are the property of LCRA. They may not be used by any person, other than LCRA, on projects other than this Project, unless expressly authorized in writing by LCRA through the LCRA Agent (as identified in Exhibit 1). All copies of Drawings, Specifications, and other documents furnished to the Contractor are solely for use with this Project. They may not be used by the Contractor or any Subcontractor on other projects. The Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents for the execution of their Work. Submittal or distribution to meet official regulatory requirements are permitted uses. The Contractor shall do all printing, duplication, or distribution as necessary for proper performance of the Work. The Contractor may retain archival sets of the Contract Documents. All copies of such documents, other than the Contractor's archival sets, must be returned to LCRA upon completion of the Work.

2.3.2 LCRA Licensed to Use Contractor Documentation. LCRA shall own all Drawings, designs, Specifications, notes, and other design works developed directly by the Contractor or its Subcontractors in the performance of this Agreement, in connection with LCRA's use, maintenance, and repair of the Project, and for any additions, alterations, or future construction to the Project. This includes the ideas and designs contained therein, including, but not limited to, shop drawings, wiring diagrams, process control drawings, instrumentation drawings, and equipment drawings. Contractor and Subcontractor will continue to own the underlying design concepts set forth in such drawings, designs, specifications, notes, and other design works.

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Contractor and Subcontractor will have the right to use such concepts in other projects without LCRA consent.

2.4 SITE CONDITIONS AND RELATED ACTIVITIES

2.4.1 Contractor Review of Site and other Materials. By executing this Agreement, the Contractor represents that it has visited the Site where the Work for the Project is to be constructed, has examined carefully all of the Contract Documents upon which the Contract Price is based, has reviewed all information, data and documents regarding the conditions at the Site made available to the Contractor by LCRA prior to the execution of this Agreement and has acquainted itself with all other conditions relevant to the Work.

2.4.1.1 Basic Allocation of Site Conditions Risk. The Contractor assumes full and complete responsibility for all risk (including risk of loss) in connection with the Work caused by any obstructions, difficulties or conditions at the Site which are reasonably inferable:

- (i) from the information available to the Contractor prior to the execution of this Agreement;
- (ii) from a reasonably prudent visit to and examination of the Site prior to the execution of this Agreement;
- (iii) from facts or circumstances disclosed by the information provided to Contractor by LCRA (including but not limited to any geotechnical reports or related data) prior to the execution of this Agreement, or other conditions reasonably discoverable at the Site by Contractor prior to commencement of the Work.

Contractor shall not be entitled to any increase in the Contract Price or to any extension in the Contractor's Planned Completion Date because of any such Site conditions.

2.4.1.2 Notice to LCRA of Unanticipated Site Condition. If an obstruction, difficulty or condition is encountered at the Site, which the Contractor contends was not one it had knowledge of (or should have accounted for) based on the requirements of Sections 2.4.1 and 2.4.1.1 above, the Contractor shall notify LCRA of such obstruction, difficulty or condition with reasonable promptness, and in no event later than seven (7) days after its discovery, and thereafter shall meet with LCRA, Architect/Engineer and LCRA's Consultants, as requested by LCRA, to discuss recommendations and alternatives for responding to the condition and minimizing its impact on the Contract Price or Contractor's Planned Completion Date. The Contractor shall perform no Work involving or affected by such condition until after notifying LCRA and receiving specific directions from LCRA as to the performance of such Work. The Contractor acknowledges that the failure to notify LCRA of any such condition within seven (7) days of its discovery as required by this Section will prejudice LCRA's ability to respond to such condition and mitigate the cost and schedule impacts resulting from the condition.

2.4.1.3 Failure to Provide Timely Notice. If the Contractor performs any construction activity affected by any obstruction, difficulty or condition which the

EXHIBIT B

Contractor contends was not one about which the Contractor had knowledge (or should have accounted for) based on Sections 2.4.1 and 2.4.1.1 above, without first giving prior notice to and obtaining the instructions of LCRA with respect to such activity, the Contractor shall be responsible for such performance and shall be liable for any attributable costs incurred by LCRA as a result of the Contractor's failure to have given such notice, and shall not be entitled to any extension of the Contractor's Planned Completion Date on account thereof.

2.4.1.4 Remedy for Material Change. If an obstruction, difficulty or condition is one about which the Contractor did not have knowledge (or could not reasonably have accounted for) based on Sections 2.4.1 and 2.4.1.1 above, then the Contractor (provided notice has been timely given as required by Section 2.4.1.2 above and the work required to address such obstruction, difficulty or condition constitutes a Material Change as defined herein) is entitled, as its sole and complete remedy, to an increase in compensation calculated pursuant to the applicable provisions of this Agreement, together with an extension of the Contractor's Planned Completion Date measured by the number of days, if any, that the Substantial Completion of the Work is actually delayed as a direct result of the existence of the obstruction, difficulty or condition. However, if the required extension of time is not granted, the Contractor shall be entitled to the remedies set forth herein). If, the obstruction, difficulty or condition is one about which the Contractor did have knowledge, or should have accounted for based on the requirements of Sections 2.4.1 and 2.4.1.1 above, then the Contractor shall be not be entitled to any increase in the Contract Price or any extension of the Contractor's Planned Completion Date as a result of the existence of the obstruction, difficulty or condition.

2.4.2 Risk of Flooding. RESERVED

2.4.3 Coordination of Work with Irrigation Operations. RESERVED

2.4.4 Prevention of Pollution. The Contractor shall ensure that all environmental pollution is prevented, abated, and controlled and environmental degradation arising from construction or maintenance activities is minimized by complying with all applicable federal, state, and local laws, permits and regulations concerning environmental pollution control and abatement, as well as the specific requirements listed in the Contract Documents. LCRA has designated a person in Exhibit 1 hereto to act as LCRA's Representative regarding environmental considerations during construction or in case of emergency services, to review and define the related work to be performed and to outline strategies and approaches to such work. Contractor shall assign a qualified person or if required, a "Competent Person," to coordinate response actions and environmental requirements. All workers performing Work on site shall be properly qualified to perform the Work they are expected to perform, and have the necessary certifications, licenses and other credentials necessary to perform the Work. Contractor shall immediately inform the applicable LCRA Representative of all federal, state, and local regulatory inspections, notices, citations, and penalties associated with the Work and any environmental incident that occurs during the performance of the Work that violates any environmental law, permit or regulation. Contractor shall ensure that its employees, Subcontractors and their employees are properly trained, possess and use all required personal protective equipment and are aware of the civil and criminal penalties for failure to comply with environmental laws, permits and regulations.

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2.4.5 LCRA Right to Inspect. LCRA reserves the right to inspect the Work Site(s) and any records associated with the Work at any time for environmental compliance. The land resources affected by the Work under this Agreement shall be preserved in their present condition or be restored to such condition after construction as required by the Contract Documents. Prior to commencing the Work, Contractor shall prepare a Storm Water Pollution Prevention Plan, sealed as appropriate by a validly licensed Texas Professional Engineer, and shall submit such plan to LCRA for review and approval. Contractor shall then comply with the plan, as approved by LCRA, for the duration of the Project. If contamination of the surrounding soils by the Contractor's activities is possible based on LCRA's determination, LCRA may require that the Contractor take background samples prior to and after performing such activities which may have an impact on surrounding soils. Contractor shall not pollute any water courses with any construction debris, petroleum products, paints, solvents, cleaners, fuels, surface preparation materials, oils, lubricants, bitumens, calcium chlorides, insecticides, herbicides, or other toxic materials harmful to life. Contractor shall not release any pollutants (as defined in Tex. Water Code § 26.001(13)) into water courses without appropriate permit, license, or authorization. Chemical emulsifiers, dispersant, coagulants, or other cleanup compounds shall not be used without prior written approval.

2.4.6 Compliance with Environmental Standards. It is the responsibility of the Contractor to ensure compliance with state and local water quality standards, and the conditions of any permits held by LCRA. Contractor shall not use existing plant drains for disposal of any solid material, contaminated material or any liquids other than clear water. The Contractor shall demonstrate that the pipes and drains are unobstructed when so directed and shall clean and remove materials from drains when obstructed. When the placement of any material or soil into waters of the State or dry tributaries is required to complete the Work, the Contractor shall submit a plan to LCRA for approval, which shall address all permit requirements. The Contractor shall include in the plan all conditions required by any applicable permits and governmental authorizations and shall implement them accordingly. All steps shall be taken to prevent interference or disturbance to fish and wildlife. Water courses or habitat outside the project boundaries which are critical to fish or wildlife shall not be altered or disturbed. When the Work is required within the habitat of species of concern, LCRA may accompany the Contractor as a monitor for the resource being protected. LCRA will identify prior to the start of construction for the Project any constraints placed on the completion of the Work, such as access during certain seasons and after heavy rains or restrictions on the clearing of certain vegetation to ensure the protection of the resource.

2.4.6.1 Endangered Species. No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of federally listed species. If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify LCRA, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions shall include reporting the encounter if required by law or regulation, to the U. S. Fish and Wildlife Service, or the Texas Parks and Wildlife Department, as applicable, obtaining any necessary approvals or permits to enable the work to continue, or implement other

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mitigation actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by LCRA.

2.4.6.2 Hazardous Materials. Materials utilized in the Project shall be free of any hazardous materials, except as may be specifically provided for in the Specifications.

If the Contractor encounters existing material on the Site or in material sources provided by LCRA that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Architect/Engineer and LCRA. Except as provided in the Specifications, LCRA will be responsible for the testing for and removal or disposition of hazardous materials on the Site in accordance with applicable law and regulations. LCRA may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by LCRA.

2.4.7 Historical Artifacts. If any buried archeological materials are uncovered during ground-disturbing activities, then the Contractor shall cease work in the immediate area of the discovery and contact the applicable LCRA Representative. LCRA will assess the find in coordination with the Texas Historical Commission (THC). LCRA and THC will make a determination if avoidance or mitigation measures are required. In the interim, the Contractor may continue the Work in other parts of the Project area where no archeological materials are present.

ARTICLE 3 ADMINISTRATION OF THE CONTRACT

3.1 COMMUNICATION AND COORDINATION

3.1.1 Cooperation with LCRA, Architect/Engineer and LCRA Consultants. Throughout the construction of the Project, LCRA directly (and with respect to certain activities as specifically directed by LCRA through the Architect/Engineer and/or LCRA's Consultants) may perform or undertake certain activities in connection with the administration of the Work on the Project. The Contractor shall cooperate, maintain close communication and coordinate its activities with LCRA, Architect/Engineer and LCRA's Consultants, as necessary to facilitate the full, timely and proper performance of the Work. The Contractor shall at all times provide the Architect/Engineer, LCRA, and LCRA's Consultants with access to the Work in preparation or progress, and wherever located. Contractor shall as directed by LCRA, assist LCRA in communicating and coordinating with city, state and other governmental authorities as necessary to coordinate the Contractor's Work and ensure the timely completion thereof in compliance with all governmental requirements associated with the performance of the Work

3.2 LCRA'S REPRESENTATIVE

3.2.1 LCRA Representatives. In Exhibit 1 LCRA has designated various specific individuals, each with specific and defined limits of responsibility and authority, as LCRA's Representatives authorized to act on LCRA's behalf with respect to the Project (each such person, as applicable, is referred to herein as the "LCRA's Representative"). If Contractor receives any instructions or approvals, either in writing or orally, by persons other than the applicable LCRA Representative, the Contractor shall notify the LCRA Agent (as identified in Exhibit 1 of such

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instructions or approvals and shall not act upon such instructions or approvals until provided with directions from the LCRA Agent. Unless otherwise agreed in writing between the parties or otherwise provided in this Agreement, the applicable LCRA Representatives designated in Exhibit 1 are responsible for communicating with the Contractor. The Contractor shall not accept requests for work or services or other directions, in connection with the performance of the Work pursuant to this Agreement unless such request or direction is issued by the applicable LCRA Representative designated in Exhibit 1. A new or additional representative with respect to any matter or topic (including the LCRA Agent) may be designated by LCRA by providing the Contractor with three (3) days' prior, written notice from the LCRA Agent. The LCRA Representative shall have authority to:

- (i) reject Work which does not conform to the Contract Documents,
- (ii) stop the Work in order to require the proper execution of the Work or to order the correction of Work which is defective, substandard or not in conformance with the applicable Contract Documents, and
- (iii) require special inspection or testing of the Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or constructed.

3.2.2 LCRA Consultants. In addition to the Architect/Engineer, LCRA may retain other persons or entities to act as consultants to LCRA, as and when authorized, in the evaluation and observation of certain aspects of the design and construction of the Project. Such other consultants are collectively referred to herein as the "LCRA's Consultants". LCRA's Consultants are solely advisors to LCRA, and they do not have authority to act generally as LCRA's Agent or to act otherwise on behalf of LCRA in connection with the Project. Contractor shall maintain appropriate communication and to coordinate its activities with LCRA's Consultants, as necessary to facilitate the full, timely and proper performance of the Work within the Contractor's Planned Completion Date for this Agreement. To the extent so required by the Contract Documents, Contractor agrees that communications on the Project and for the Project shall be directed to and/or include LCRA's Consultant. Contractor shall simultaneously provide copies of all written communications with LCRA's Consultant directly to LCRA, through the applicable LCRA Representative, and Contractor shall communicate all significant issues with respect to the Project or this Agreement directly to LCRA through such applicable LCRA Representative.

3.2.2.1 LIMITATION ON ARCHITECT/ENGINEER'S AND LCRA CONSULTANTS' AUTHORITY. CONTRACTOR SPECIFICALLY UNDERSTANDS AND AGREES THAT THE ARCHITECT/ENGINEER AND LCRA'S CONSULTANTS DO NOT HAVE AUTHORITY TO AUTHORIZE ANY CHANGE IN THE SCOPE OF THE WORK, INCREASE IN THE CONTRACT PRICE, REVISE THE CONTRACTOR'S PLANNED COMPLETION DATE OR SCHEDULE, OR ISSUE MODIFICATIONS WITHOUT THE PRIOR AND WRITTEN APPROVAL OF LCRA THROUGH THE LCRA AGENT IDENTIFIED IN EXHIBIT 1.

3.2.3 Access to Project Site. LCRA, Architect/Engineer and LCRA's Consultants shall at all times have access to the Work wherever the Work is in preparation and progress. The Contractor shall provide facilities for such access.

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3.2.4 No Obligation to Discover Defects in Contractor's Work. LCRA (including without limitation LCRA's Representatives), LCRA's Consultants, and Architect/Engineer are under no obligation to inspect the Work or to discover defects or deficiencies in the Work. The discovery of or failure to discover any defects, deficiencies or other problems in the Work by LCRA (including without limitation LCRA's Representatives), LCRA's Consultants or Architect/Engineer, does not in any way constitute a waiver or acceptance of any such defect, deficiency or other problem or in any way affect or reduce the Contractor's responsibilities to perform the Work in conformance with the terms of the Contract Documents and free of defects, deficiencies or other problems in materials or workmanship.

3.2.5 Means, Methods, Schedules, etc. Contractor shall be solely responsible for all construction means, methods, techniques, schedules, sequences or procedures, and for all safety requirements, programs, measures and precautions, in connection with the Work. In this regard, Contractor shall be responsible for ensuring that all means, methods, techniques, systems, shorings, bracings and similar items used by Contractor or its Subcontractors in connection with the Work are engineered, constructed, maintained and used as required by applicable Codes, and shall be responsible for ensuring that the preparation, filing and approval of any related drawings and specifications related thereto are provided, stamped and sealed by a validly licensed Texas Professional Engineer if so required by applicable Codes. The selection by Contractor of any Texas Professional Engineer, Licensed Architect or Registered Land Surveyor shall comply with Chapter 2254 of the Texas Government Code and other applicable law.

3.2.6 Significance of Administrative Reviews and Approvals. Approval of shop drawings as delineated in the Specifications only means that the submitted shop drawing meets the general design intent, but no review, discussion, observation, inspection, approval, or comment with respect to any shop drawings or other submittals, construction means, methods, techniques, schedules, sequences or procedures, or any safety requirements, programs, measures and precautions by LCRA, Architect/Engineer, or LCRA's Consultants regarding the Work constitutes a technical approval or acceptance of the relevant item or aspect of the Work or any assumption of liability or responsibility with respect thereto; nor does it relieve, affect, or diminish Contractor's obligations and responsibilities under the Contract Documents.

3.3 ARCHITECT/ENGINEER'S ADMINISTRATION

3.3.1 Architect/Engineer to Assist with Administration. The Architect/Engineer will assist LCRA in the administration of the Contract Documents and the Work on the Project as described in the Contract Documents during construction, and from time to time during the commissioning periods described in this Agreement. The Architect/Engineer will assist and consult with LCRA, and is solely an advisor to LCRA, not LCRA's general agent.

3.3.2 Architect/Engineer at Project Site. The Architect/Engineer will be present at the job site from time to time when Work is being performed on the Project by the Contractor or any Subcontractor, as requested and agreed by LCRA and Architect/Engineer. During each visit the Architect/Engineer will observe the administration and performance of this Agreement and the coordination of the Work on the Project. The Architect/Engineer shall observe the Work being performed on the Project and advise LCRA as to whether the Work is proceeding in accordance with the Contract Documents.

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3.3.3 No responsibility for Contractor's Means, Methods, Schedules, etc. The Architect/Engineer will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, schedules, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect/Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.3.4 Copying LCRA on Communications. The Architect/Engineer and Contractor shall deliver a copy of all written communication with one another (including transmittals) to the applicable LCRA Representative.

3.3.5 Architect/Engineer's Assistance with Payment Applications. If so requested by LCRA, and based on the Architect/Engineer's observations and evaluations of the Contractor's Applications for Payment, the Architect/Engineer will review the amounts requested by the Contractor and will advise LCRA as to the status of the Work and the amounts to be paid to the Contractor pursuant to any Application for Payment.

3.3.6 Special Inspections and Testing. Whenever it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, LCRA will have authority to require special inspection or testing of the Work in addition to any testing otherwise required by the Contract Documents, whether or not such Work be then fabricated, installed or completed. However, neither LCRA's authority to act under this Section, nor any decision made by LCRA in good faith, either to exercise or not to exercise such authority, shall create any duty or responsibility on the part of LCRA to the Contractor or any Subcontractor, nor shall it affect or reduce the Contractor's responsibilities to perform the Work in conformance with the requirements of the Contract Documents and free from defects or deficiencies in materials or workmanship.

3.3.7 Architect/Engineer's Review of Submittals. The Architect/Engineer will review, approve, reject, make comments and take other action as appropriate with respect to Submittals, but only for the limited purpose of checking for conformance with information and design concepts expressed in the Contract Documents. The Architect/Engineer's action will be taken within 14 calendar days so as to cause no delay in the Work or in the activities of the Contractor, LCRA or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness or other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of Submittals will not relieve the Contractor of its obligations under the Contract Documents. The Architect Engineer's review will not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer's approval of a specific item will not indicate approval of an assembly of which the item is a component. Action by the Architect/Engineer with respect to Submittals will be noted as indicated in the Specifications.

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3.3.8 Inspections by the Architect/Engineer. The Architect/Engineer will conduct inspections to assist LCRA in determining the date of Substantial Completion and Final Completion, will compile its own, separate list of punch list items and corrections required with respect to the Work, and will receive and forward to LCRA for LCRA's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

3.4 MEETINGS AND REPORTS

3.4.1 In connection with the Contractor's provision of services and performance of Work under the Contract Documents, the Contractor shall meet with LCRA (and the Architect/Engineer and LCRA's Consultants if so directed by LCRA), at such reasonable times and places chosen by LCRA, to discuss (1) the results and progress of the Work on the Project, (2) any services or Work then being performed by Contractor, and (3) to discuss and address any problems relating thereto. At least once each month and in conjunction with a meeting held pursuant to this Section, the Contractor shall provide LCRA with written reports or recommendations in connection with such meetings, which shall include the status of percentage of completion, schedule updates and specific identification of any events relating to the Work which arose during the preceding month and could affect either the Contract Price or the Contractor's Planned Completion Date. The Contractor shall comply with all decisions or directions issued by LCRA in any meetings conducted under the Contract Documents that are documented later in a Change Order or CCD. The Contractor shall not be entitled to any compensation in excess of the Contract Price for the Contractor's participation in any meetings, or the Contractor's provision of any written reports, required by this Section or any other provision of the Contract Documents. At any meeting conducted pursuant to this Section, LCRA may, upon reasonable notice, require the attendance of a corporate officer or principal of the Contractor's firm or any Subcontractor to the Contractor.

ARTICLE 4 LCRA

4.1 LCRA'S RIGHT TO STOP THE WORK

4.1.1 LCRA, with or without cause, and in its sole and absolute discretion, may order the Contractor at any time to stop the Work upon written notice given to the Contractor, signed personally by the applicable LCRA Representative. If the Contractor fails to correct defective Work as required by the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, then LCRA, through the applicable LCRA Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. If the LCRA Representative anticipates that the stoppage will exceed 24 hours, then the stop work order shall be in writing and signed by the LCRA Representative. Otherwise, the stop work order may be verbal. The right of LCRA to stop the Work does not give rise to any duty on the part of LCRA to exercise this right for the benefit of the Contractor or any other person or entity. To the extent that any order to stop work issued by LCRA pursuant to this Section is not attributable to the fault, negligence, breach of contract or breach of warranty of the Contractor or its Subcontractors, such order shall be considered a suspension of the Work and the applicable provisions of this Agreement shall apply to such suspension. This right is in addition to, and not in restriction or derogation of, any of LCRA's other rights under this Agreement, nor does the exercise

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of this right by LCRA relieve the Contractor of any responsibilities and obligations under or pursuant to the Contract Documents.

4.2 LCRA'S RIGHT TO CARRY OUT THE WORK

4.2.1 If the Contractor fails or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from LCRA to commence and continue correction of such failure or neglect with diligence (time being of the essence), then LCRA may, without prejudice to any other remedy LCRA may have, correct such deficiencies. In such case an appropriate Change Order or Construction Change Directive (CCD) (each as defined in Article 6) shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the services of the Architect/Engineer or any other professional made necessary by such neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, then the Contractor shall pay the difference to LCRA. The rights stated in this Section are in addition to and not in limitation of any of the rights of LCRA granted in the Contract Documents or at law or in equity.

ARTICLE 5 CONTRACTOR'S REPRESENTATIONS AND OBLIGATIONS

5.1 CONTRACTORS REPRESENTATIONS AND RESPONSIBILITIES.

5.1.1 Ratification of Contractor Representations. The Contractor acknowledges that it has made representations to LCRA in its proposal and subsequent negotiations that it has substantial experience in the construction and construction management of improvements substantially similar to the Project, that the Contractor is duly licensed and/or registered to perform all Work required on the Project as may be required by law, and that LCRA has reasonably relied on such representations in entering into this Agreement with the Contractor.

5.1.2 Contractor Signatory Authorized. The persons executing the Contract Documents on behalf of the Contractor represent that they have been authorized to do so and that all corporate, joint venture, partnership or other legal requirements necessary in connection with such authorization have been fulfilled.

5.2 CONSTRUCTION PHASE; SCOPE OF WORK

5.2.1. "Work." The terms "Work" or "work" shall mean, and the Contractor shall perform and provide, all labor, supervision, construction, materials, equipment, special facilities and "built-ins", construction documentation, construction management services, fixtures, tools, fuels, supplies, taxes, utility coordination and all other property and services necessary to:

- (i) timely and fully perform all work or services set forth in or reasonably inferable from all Contract Documents in a good and workmanlike manner and in accordance with the Contract Documents; and
- (ii) Timely and fully perform all work, services and provide all materials necessary to produce fully connected, complete and operational systems consistent with the requirements of the Contract Documents.

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In determining what is reasonably inferable from the Contract Documents, all such documents will be construed together and may not be read by separate trade areas or design divisions.

5.2.2 Reasonable Inference. In determining what is reasonably inferable from the Contract Documents and with respect to the services required of the Contractor by this Agreement, the Contractor's services shall be performed in (and measured according to) a manner consistent with those standards of professional skill, care and diligence applicable to a Contractor of comparable experience and knowledge (as represented herein) in similar circumstances.

5.2.3 Contractor Responsible for the Entire Work. The Contractor shall perform the entire Work required by or reasonably inferable from the Contract Documents. The provisions of this Agreement apply to the entire Project as defined in the Contract Documents.

5.2.4 Inadequate Description of Systems and Materials. Should the Contract Documents fail to particularly describe any systems, materials or goods to be used, then it shall be the duty of Contractor to request LCRA to provide an Interpretation, and LCRA shall clarify the systems, materials or goods to be used. No change in brand or make will be permitted for any system or material specified in the Contract Documents or which has been approved in an Interpretation unless: (1) Contractor can furnish satisfactory proof that delivery is impossible, and LCRA has approved the proposed substitution in writing, or (2) the system or material as delivered fails to comply with the Contract Documents. Manufactured articles, material, and equipment shall be supplied, installed, connected, erected, and conditioned as directed by written instructions of the manufacturer.

5.3 CONSTRUCTION PROCEDURES

5.3.1 Communications Plan Contractor shall develop a communications plan complying with the Specifications and establish lines of communication and review and approval procedures with LCRA consistent with and based upon the responsibilities and authorities of each LCRA Representative. Contractor shall submit this plan to LCRA for review and approval prior to the commencement of the Work, and once approved, all communications and requests for review and approval by the Contractor shall be in accordance with the approved plan. In addition, Contractor shall, develop and submit for approval to LCRA, an electronic construction management platform for sharing information on the Project, pursuant to which communications among the various Project participants, revisions to Drawings, Change Orders, Requests For Information ("RFIs") and related responses and other similar information can be communicated, displayed, managed and utilized in connection with the Project. The format of the electronic construction management platform and the format of the documents and information displayed and communicated using the electronic construction management platform shall be as specified by the Contract Documents or as otherwise approved by LCRA. In this regard, the electronic construction management platform shall display documents only in PDF format (or such other format as is approved by LCRA and protects the information and documents communicated and displayed from manipulation, modification or degradation without immediate and clear notice to the users of the system).

5.3.2 The Contractor shall:

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- (i) schedule and conduct construction progress meetings on a weekly basis, or as otherwise specified by the Contract Documents, to review the progress of planning and construction of the Work;
- (ii) maintain and circulate (within 48 hours of each meeting) for comment and approval to LCRA and Architect/Engineer accurate minutes of construction progress meetings;
- (iii) establish lines of communication with LCRA and Architect/Engineer to resolve problems with drawings, or construction in a timely manner;
- (iv) establish guidelines with LCRA for communication with the Architect/Engineer; and
- (v) establish satisfactory submission, review, approval, and authorization procedures for Shop Drawings, and monthly applications for payment.

5.4 **LABOR AND MATERIALS**

5.4.1 Provision of Labor. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, fuels and other consumables, construction equipment and machinery, transportation, and other facilities and services or temporary distribution of same necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Work to be performed will vary by project size and complexity, and all work shall be performed generally between 7:00 AM and 6:00 P.M. Monday through Friday, with possible exceptions as mutually agreed by both parties. Except as otherwise required for the safety or protection of persons or the work or property at the specific jobsite or adjacent thereto, all work at the specific jobsite shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent given after prior written notice to OWNER's Representative. If Contractor wishes to work overtime or multiple shifts, Contractor and OWNER shall confer and agree on the scheduling to coordinate with OWNER's other activities and to avoid noise or after-hours disturbances to the neighbors, if any. However, emergency work may be done without prior permission. If night work is authorized and conditions under Contractor's control will permit work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a working day. Night work may be revoked at any time by OWNER if Contractor fails to maintain adequate equipment and supervision for the performance, safety, and control of the night work.

5.4.2 Secure Access Requirements. Contractor acknowledges that the Project is subject to certain secure access requirements adopted by LCRA and that these requirements require that the Contractor and its Subcontractors and their respective employees are subject to background investigation. Contractor shall conduct background checks on all persons who will be working on the Project, which background investigations shall comply with the requirements set forth in Exhibit 2 hereto. Any persons whose background check reveals information of violations or issues requiring that the person not be assigned to the Project as identified in Exhibit 2 shall not be allowed to work on the Project and shall not be allowed at the Project Site. Contractor agrees, and shall cause its

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Subcontractors to agree, to cooperate fully with all investigations and to assist LCRA in obtaining information from any persons who may be subject to any investigation as requested or required by LCRA. Contractor agrees that, if at any time during the term of this Agreement, LCRA determines that continuing a relationship with any Subcontractor violates the secure access requirements of LCRA, then LCRA may direct Contractor to immediately terminate the applicable employees of, or the subcontract with, such Subcontractor without any further obligation to Contractor or such Subcontractor, other than to pay Contractor all sums then due to the extent and as required by this Agreement. All personnel performing Work on the Project shall be subject to background and warrant checks as required by LCRA, in its sole discretion. In this regard, names of all workers who will be present at the Project Site must be submitted to the applicable LCRA Representative at least fourteen (14) days prior to the date when they are scheduled to commence work. No individual shall be allowed on the Project Site unless such person has previously been approved and listed by LCRA. Contractor shall provide LCRA at least twenty-four hours (24) advance notice of any request to add any person to the list of approved persons.

5.4.3 Employee Conduct. The Contractor shall at all times enforce strict discipline and good order among the Contractor's and Subcontractors' employees and shall not employ in the performance of any portion of the Work any unfit person or anyone not skilled in the task assigned to him. Contractor specifically understands and agrees that there is a complete prohibition on use of all tobacco products, alcohol, illegal drugs and firearms on the Project Site, and that Contractor is responsible to enforce this prohibition and shall be liable to LCRA for all costs, damages, expenses and claims arising out of any violation thereof. Contractor shall institute and maintain a drug screening program for all workers performing any Work and shall not allow any individual who is found to be under the influence of alcohol or drugs to continue performing Work or to remain on the Project Site.

5.5 TAXES

5.5.1 Inclusion in the Contract Price. Subject to reimbursement of Exempt Taxes as set forth in Section 5.5.2, the Contract Price includes provision for, and Contractor shall pay and administer all applicable foreign, federal, state and local taxes and duties incurred or payable in connection with the Work, including taxes and assessments on materials, equipment, parts, supplies, services, or labor furnished, incorporated into, utilized or consumed in the performance of the Work (collectively, "Contractor Taxes") including:

- (i) taxes based on or related to Contractor's or its Subcontractors' Labor, including payroll, social security and other employment taxes,
- (ii) taxes based on or related to Contractor's or its Subcontractors' income or earnings,
- (iii) property, margin, sales, franchise, use or gross receipt taxes and similar taxes, and
- (iv) all customs, import or export duties, value added taxes or other taxes, duties or assessments imposed in connection with the procurement, manufacturing, export or import of the Equipment.

Contractor shall furnish to the appropriate authorities all required information and reports in connection with all Contractor Taxes, and shall promptly furnish to LCRA copies of all such information and reports and other evidence reasonably acceptable to LCRA showing the payment

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of Contractor Taxes by Contractor. LCRA's exemption certificate for Texas sales and use tax, as applicable, is attached hereto as Exhibit 3.

5.5.2 LCRA Tax Exemptions.

LCRA is exempt from the Texas Limited Sales and Use Tax pursuant to Texas Tax Code section 151.309 ("Exempt Taxes"). Contractor shall claim all applicable federal, state and local tax exemptions, credits or deductions relating to the Work available to itself or LCRA. In the event that an assessment for any Exempt Taxes is levied against Contractor or any Subcontractor, Contractor shall promptly notify LCRA and furnish to LCRA a copy of such assessment. In the event that LCRA determines that the assessment should be contested and so notifies Contractor in writing, LCRA may contest such assessment. Such contest shall be at LCRA's sole cost and expense, unless the assessment for Exempt Taxes is due to reasons attributable to Contractor, in which case, Contractor shall reimburse LCRA within ten (10) days after receipt of reimbursement request, the costs and expenses incurred by LCRA in connection with such contest, redetermination or other action. LCRA shall exclusively control any contest, redetermination or other action regarding any such taxes or assessments. Contractor shall reasonably cooperate with and assist LCRA in any such contest or proceeding. LCRA shall reimburse Contractor for its reasonable costs and expenses incurred in providing such support as requested. LCRA shall reimburse Contractor for any Exempt Taxes (including any associated penalties or interest arising therefrom) that do not qualify for exemption for reasons not attributable to Contractor ("LCRA Taxes").

5.5.3 Contractor Tax Exemption. Whenever applicable, Contractor shall claim for itself the exemption from the Texas sales and use tax under section 151.311 of the Texas Tax Code, TAXABLE ITEMS INCORPORATED INTO OR USED FOR IMPROVEMENT OF REALTY OF AN EXEMPT ENTITY. Under no circumstances shall the Contract Price, as established herein or later increased through a Modification, include any taxes from which Contractor would be exempt under that section of the Tax Code. If it is determined in an audit that such taxes have been included in any pricing, Contractor shall reimburse LCRA for any taxes from which Contractor is exempt pursuant to section 151.311.

5.6 PERMITS, FEES AND LICENSES

5.6.1 Notice and Compliance with Codes. The Contractor shall provide to LCRA all notices and comply with applicable Codes bearing on the performance of the Work. If the Contractor knows that any of the Contract Documents are at variance in any respect, then the Contractor shall promptly notify LCRA in writing, and any necessary changes shall be made by appropriate Modification.

5.6.2 The Parties Permitting Responsibilities. LCRA shall provide the specific permits and approvals identified in the Specifications. Otherwise, the Contractor shall secure all permits and approvals (consistent with the requirements in the Specifications) and shall schedule and conduct all inspections required in connection with the Work. Contractor shall pay any and all governmental fees to acquire and maintain any and all licenses required in connection with the performance of the Work, including but not limited to any business or contracting licenses required by applicable law. The Contractor shall also arrange for and secure all required governmental inspections required for the obtaining of such permits and licenses.

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5.6.3 Review of Communications by LCRA. Contractor shall not initiate any communications with any City, State or other governmental authority, and no permits, applications or other documents should be filed with any City, State or other governmental authority without the prior submission to, review by and written direction of the applicable LCRA Representative.

5.7 SUPERVISION

5.7.1 Provision of Supervision. The Contractor shall supervise and direct the Work, using appropriate skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, schedules, sequences and procedures and for coordinating all portions of the Work. The Contractor shall be responsible to LCRA for the acts and omissions of the Contractor and its Subcontractors, and Contractor's and Subcontractor's employees.

5.7.2. On-Site Project Manager and Project Superintendent. The Contractor shall provide full time on-site supervision for the Project, and shall notify LCRA of the identity of any proposed Project Manager, on-site Project Superintendent and on-site Field Engineers. Any Project Manager, Project Superintendent or Field Engineer shall represent the Contractor on the Project Site and shall have authority to bind the Contractor with respect to all matters pertaining to the performance of Work on the Project. The Contractor shall not employ any person as Project Manager or Project Superintendent or Field Engineer unless LCRA agrees to the selection of such person, and shall not replace or transfer any such person without the prior, written approval of LCRA, except in the event that the person designated as the Project Manager, Project Superintendent or Field Engineer is no longer employed by the Contractor, in which event the new person designated as the replacement Project Manager, Project Superintendent or Field Engineer shall be subject to LCRA's approval, which approval shall not be unreasonably withheld.

5.7.3 Additional Supervision. The Contractor shall provide such assistant superintendents, estimators, and such other support staff necessary to perform the Work in the most appropriate and soundest way and in the most expeditious and economical manner consistent with the interests of LCRA.

5.7.4 Objection by LCRA. The Contractor shall not use any employee of the Contractor to perform any Work for the Project against whom LCRA makes reasonable objection based on the quality of Work performed by such person or the nature of the working relationship between such person and LCRA, Architect/Engineer or LCRA's Consultants. If LCRA makes such reasonable objection to any of the Contractor's personnel, then the Contractor shall promptly remove such person from the Project and thereafter shall not utilize such person to perform any such services on the Project, unless LCRA later agrees to such use. Any reasonable objection by LCRA pursuant to this Section shall not be a basis for an increase in the Contract Price or an extension of the Contractor's Planned Completion Date.

5.7.5 Coordination of Subcontractors. The Contractor shall coordinate the Work of all Subcontractors for the Project and ensure that each Subcontractor:

- (i) coordinates the Work of his own employees and subcontractors;
- (ii) conducts his Work to assure compliance with schedules; and

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- (iii) coordinates his Work with that of other subcontractors and Work performed by LCRA's separate contractors (consistent with the provisions of Article 13 herein).

5.8 SUBMITTALS

5.8.1 Submission of Submittals. The Contractor shall submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of any separate contractors, all Submittals. The Submittals shall be submitted simultaneously to LCRA and Architect/Engineer. The Architect/Engineer's review of Submittals will be conducted only after the Contractor has coordinated the Submittals to indicate field conditions and proposed deviations from the Contract Documents or other requirements which affect the requirements of the Contract Documents and only after the Contractor has complied with all other requirements of the Contract Documents relating to the submission of shop drawing submittals. All Submittals shall indicate that the required coordination has been performed. The Contractor shall be responsible for any delays resulting from the failure to provide such coordination. However, if after such coordination is performed an Excused Delay occurs, then the Contractor shall not be responsible for such Excused Delay and shall be entitled to the applicable remedies set forth herein.

5.8.2 Contractor's Representation Regarding Submittals. By issuing a Submittal, the Contractor represents that the Contractor (or its Subcontractors) has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that the Contractor has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

5.8.3 Deviations from the Contract Documents. The Contractor is not relieved of responsibility for any deviation from the requirements of the Contract Documents by the approval of Submittals by the Architect/Engineer or LCRA unless the Contractor has specifically informed the LCRA Representative and Architect/Engineer in writing of such deviation at the time of submission and LCRA has given written approval to the specific deviation. The Contractor is not relieved from responsibility for errors or omissions in the Submittals by such approval.

5.8.4 Required Revisions. The Contractor shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Architect/Engineer on previous Submittals. No portion of the Work requiring submission of Submittals shall be commenced (including fabrication) until the submittal has been approved. All such portions of the Work shall be in accordance with approved Submittals.

5.8.5 Notations on Submittals. The Architect/Engineer's notation on Submittals does not constitute an authorization for additional work or additional cost. If Contractor claims that any such notation represents a Material Change, the Contractor must notify LCRA in the time and manner required by this Agreement.

5.9 RECORD DRAWINGS; OPERATING AND MAINTENANCE DATA

5.9.1 Duty to Maintain Record Drawings. The Contractor shall maintain at the Site for LCRA one (1) record copy of the Drawings, Specifications, Addenda, Change Orders, CCDs, other Modifications and other records relating to the construction work performed on the Project, in

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good order and marked currently to record changes and selections made during construction, and in addition shall maintain copies of all Submittals. Among other things, the marked drawings must reflect:

- (i) all deviations from the construction drawings made during construction,
- (ii) details in the work not previously shown on the construction drawings
- (iii) changes to existing conditions or existing conditions found to differ from those shown on the construction drawings, and
- (iv) the actual installed position of equipment, controls, and other system information required for LCRA's use and maintenance of the Work.

The Record Drawings shall be maintained and posted on the electronic construction management platform required by Section 5.3.1 herein, and shall be stamped and sealed by a validly licensed Texas Professional Engineer to the extent required by the Specifications. The documents referenced in this Section are referred to collectively herein as the "Record Drawings" and shall be made available to LCRA and the Architect/Engineer for inspection and review during the course of construction on the Project, as requested by them.

5.9.2 Delivery of Record Drawings. At the conclusion of the Work on the Project, and as a condition precedent to Final Payment, Contractor shall compile and submit to the Architect/Engineer and LCRA one digital/electronic copy of the following: (a) neat, clean, well drafted and complete Record Drawings, containing all information required by Section 5.9.1 above, and (b) operating and maintenance manuals, brochures, drawings and other data for all systems and equipment provided by the Contractor as part of Work. This data shall be bound and organized and include all manufacturers' operating and maintenance instructions, original copies of warranties, training manuals, bonds or service contracts and the like. The data shall identify:

- (i) the Subcontractor or installer;
- (ii) the maintenance contractor, as appropriate;
- (iii) the local source of supply for parts and replacement;
- (iv) all engineering and maintenance data as applicable for Work performed by the Contractor and all Subcontractors, and
- (v) all permit drawings and specifications.

These drawings and specifications must bear all stamps, signatures, notations, changes, approvals, etc. by the appropriate governmental agencies, and a copy of permits which the Contractor is required to procure pursuant to the Specifications shall be included. The Contractor shall make these documents available to LCRA and the Architect/Engineer upon request for review during the course of construction on the Project.

5.9.3 Review of Architect/Engineers' Record Drawings. The Contractor shall accurately and completely record all of the information required by Section 5.9.1 and 5.9.2 on the Contractor's set of Record Drawings. In addition, the Contractor shall, at no cost to LCRA, review any Record Drawings prepared by the Architect/Engineer to verify that this information has been accurately incorporated into any such Record Drawings.

5.10 USE OF SITE

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5.10.1 The Contractor shall confine operations at the Site to the areas of the Project and other areas permitted by LCRA and shall not encumber the other portions of the Site with any materials or equipment. The Contractor shall comply with any directions or restrictions issued by LCRA regarding protecting and securing materials or equipment stored on the Site and shall be responsible for such protection and security, subject to recovery (as allowed herein) from the property insurance provided by the Contractor for the Project. The Contractor shall require all persons performing work on the Project to comply with any and all policies and rules established by LCRA relating to access or behavior at the Project site, including any policies or rules regulating parking, emergency ingress and egress and protection of the environment and natural habitat from damage caused by the performance of the Work. The duty of the Contractor to maintain discipline and good order and compliance with LCRA's policies, rules and regulations pursuant to the Contract Documents shall apply to the Contractor, its Subcontractors and their respective employees.

5.11 CLEANING UP

5.11.1 Contractor shall keep the Site, the premises and surrounding area free from accumulation of waste materials, dirt or rubbish caused by operations under this Agreement. For the Work to be considered Finally Complete, Contractor shall remove from and about the Site all waste materials and rubbish (and shall remove Contractor's and Subcontractors' tools, construction equipment, machinery and all surplus materials except to the extent such items are needed to perform any punch list or other Work that Contractor is permitted to complete after Substantial Completion pursuant to the provisions of this Agreement). In addition, for the Work to be considered Substantially Complete, the Contractor shall repair any damage to trees, shrubs, roads or other aspects of the Site or surrounding habitat caused by the performance of the Work, remove all temporary structures or facilities and return the areas around the Site to the same condition they were in prior to the commencement of the Work.

5.12 ROYALTIES AND PATENTS

5.12.1 The Contractor shall pay all royalties and license fees and defend all suits or claims for infringement of any patent rights relating to the Work and shall save LCRA harmless from loss on account thereof.

5.13 INDEMNIFICATION

5.13.1 General Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless LCRA, and its officers, directors, officials and employees, from and against all claims, costs, losses, fines, penalties, judgments, claims, liabilities and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to:

- (i) the performance of the Work if and to the extent that any such claim, damage, loss or expense is caused by the acts, omissions, breach of contract or negligence of the Contractor, any Subcontractor or anyone for whose acts any of them may be liable;

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(ii) any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents;

(iii), any Work performed by the Contractor that is contrary to laws, permits or regulations, including without limitation:

(a) any violation of or failure to comply with any law, statute, ordinance, rule, permit, regulation, code or requirement of the Work by the Contractor, any Subcontractor or any person or entity whom either is responsible;

(b) any means, methods, techniques, procedures or sequences of execution or performance of the Work; or

(c) any failure to secure or pay for any permits, fees, licenses, approvals and inspections Contractor is required to provide by the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, any Subcontractors or any person or entity for whom either is responsible; and

(iv) any claim or action, legal or equitable, brought by other occupants or adjacent landowners against LCRA or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work or failure to perform the Work.

Contractor shall not indemnify LCRA for claims, damages, losses or expenses to the extent they are caused by the acts or omissions of LCRA. The indemnity obligation in this Section shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or insurance which would otherwise exist as to any party or person described in this Section. This indemnification shall survive acceptance of the Work and completion of the Project and any termination of this Agreement.

5.13.2 Third Party Beneficiaries. For the avoidance of doubt all those who are not parties to this Agreement, but are entitled to indemnification under Section 5.13, are third party beneficiaries of the indemnification obligation established therein.

5.13.3 No Limitation on Damages. In any and all claims against any person or entity indemnified under Section 5.13.1 or 5.13.2 above by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations of the Contractor are not limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. LCRA waives any consequential, indirect, or incidental damages not covered by the insurance coverages required under this Agreement.

5.13.4 Regarding the Architect/Engineer. The indemnity obligations of the Contractor do not extend to the liability of the Architect/Engineer, the Architect/Engineer's consultants and

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agents and employees of any of them arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, or (2) the giving of or the failure to give directions or instructions customarily provided by the Architect/Engineer or the Architect/Engineer's consultants, provided such giving or failure to give directions or instructions is the cause of the injury or damage.

5.14 MISCELLANEOUS CONTRACTOR DUTIES

5.14.1 Independent Contractor. Contractor is acting under this Agreement solely as an independent contractor, and not as a partner, joint venturer or employee of LCRA and shall have no authority to act for or bind or obligate LCRA in any manner whatsoever, except and only to the extent specifically authorized in writing by LCRA.

5.14.2 Prevailing Wages. Contractor is subject as an employer to all applicable unemployment compensation statutes and agrees to indemnify and hold harmless LCRA from any and all responsibilities under them toward employees of Contractor. Contractor shall comply with all regulations concerning employment of labor required by law including but not limited to Texas Govt. Code Ann. Sections 2258.001 *et. seq.* In this regard, Contractor acknowledges that this Contract is subject to Chapter 2258 of the Texas Government Code, requiring Contractor to pay prevailing wages to workers. Accordingly, Contractor and all Subcontractors are required to pay not less than the wages specified in the Prevailing Wage Schedule, and are subject to all the remedies and penalties established in Ch. 2258 of the Texas Government Code. The establishment of a Prevailing Wage Schedule to this Contract is not a warranty, guaranty or other representation that adequate numbers of skilled or unskilled workers are actually available in the local market to perform this Contract or that workers may be hired for the wages identified in the Prevailing Wage Schedule. Contractor shall forfeit as a penalty to LCRA, sixty dollars (\$60) per day for each worker that is paid less than the prevailing rates established in this Agreement for Work done at the Project Site. The prevailing wage rate for legal holidays and for overtime work (over forty (40) hours per work week) is one and one-half (1.5) times the applicable wage rates. Contractor and all Subcontractors shall maintain records of the names, classifications and hourly wages of workers, which shall be available for inspection by LCRA. In addition, Contractor and its Subcontractors shall maintain and submit with each Application for Payment certified payrolls for all personnel performing Work on the Project.

5.14.3 Contractor Taxes. Contractor shall pay all applicable fees, assessments, contributions, and taxes (including, without limitation, all sales taxes, excise taxes, Social Security, Old Age Benefit, fringe benefits and unemployment compensation taxes) upon the material and labor furnished under the Contract Documents as required by any applicable statute, regulation and ordinance, or any union, governmental agency or political subdivision and shall indemnify and hold LCRA harmless against any penalty imposed upon LCRA as a result of any violations of applicable governmental requirements by Contractor.

5.14.4 Health and Safety. Contractor shall comply with all applicable health and safety regulations, including without limitation those promulgated by EPA, OSHA and all other federal, state and local agencies having jurisdiction over the Project in connection with the performance of Work pursuant to the Contract Documents.

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5.14.5 Other Contractor Duties. Contractor shall:

- (i) schedule, coordinate and monitor Subcontractor manpower requirements and material deliveries for adequacy and execute corrective measures as required;
- (ii) maintain daily supervision of construction, resolve field conflicts and problems, enforce conformance to Drawings and Specifications, maintain quality control, and monitor periodic cleaning;
- (iii) review required Subcontractor Submittals for conformance with the Drawings and Specifications, field dimensions, etc., and submit to LCRA for necessary approvals; and
- (iv) where allowances, if any, have been included in this Agreement for time and material work, approve Subcontractor's daily work tickets and monitor the Subcontractor's performance.

ARTICLE 6

CHANGES IN THE WORK, CONTRACT PRICE AND COMPLETION DATE

6.1 CHANGES

6.1.1 Changes Generally; Notice. Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement, by Change Order, Construction Change Directive ("CCD") in the Work, subject to the limitations stated in this Article 6 and elsewhere in the Contract Documents. LCRA reserves the right to make any changes, deletions or additions to the Work, in whole or in part, that LCRA may deem desirable. If such changes constitute a Material Change and/or an Excused Delay, then Contractor shall be entitled to an increase in the Contract Price and/or an extension of the Contractor's Planned Completion Date as set forth in this Agreement. If Contractor encounters any event, obstruction, deficiency, ambiguity, difficulty or condition at the Site, which the Contractor contends was not one about which the Contractor had knowledge (or should have accounted for), then the Contractor shall notify LCRA of such event, obstruction, deficiency, ambiguity, difficulty or condition with reasonable promptness, and in no event later than seven (7) days after its discovery, and thereafter shall meet with LCRA, Architect/Engineer and LCRA's Consultants, as requested by LCRA, to discuss recommendations and alternatives for responding to the event, obstruction, deficiency, ambiguity, difficulty or condition and minimizing its impact on the Contract Price and Contractor's Planned Completion Date. The Contractor shall perform no Work involving or affected by such event, obstruction, deficiency, ambiguity, difficulty or condition until after notifying LCRA and receiving specific directions from LCRA as to the performance of such Work. The Contractor acknowledges that the failure to notify LCRA of any such condition within seven (7) days of its discovery will prejudice LCRA's ability to respond to such condition and mitigate the cost and schedule impacts resulting from the condition. If the Contractor performs any construction activity affected by any event, obstruction, deficiency, ambiguity, difficulty or condition which the Contractor contends was not one about which the Contractor had knowledge (or should have accounted for) without first giving prior notice to and obtaining the instructions of LCRA with respect to such construction activity, the Contractor shall be responsible for such performance and shall be liable for any attributable costs incurred by LCRA as a result of the Contractor's failure to have given such notice, and shall not be entitled to any extension of the Contractor's Planned Completion Date on account thereof.

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6.1.1.1 Contractor shall not be entitled to request a Change Order, or to receive any compensation, extension of time for performance or other change to the Work or this Agreement, as a result of any correction of defective Work, breach of Warranty or other Work required due to any errors or omissions on the part of Contractor or its Subcontractors.

6.1.2 Definition and Limits of Material Change. The description of the Work in further detail by the Architect/Engineer or LCRA subsequent to the execution of this Agreement, whether through the issuance of written Specifications, directions or clarifications, the issuance of further and more detailed Drawings or otherwise, shall not entitle the Contractor to any compensation in addition to the Contract Price, or to any extension of the Contractor's Planned Completion Date, unless and only to the extent that such later description constitutes a "Material Change" in the Work, which is defined as any one of the following:

- (i) a description of the Work that involves work of a materially different nature, character, scope or quality (other than refinement) than that set forth in and/or reasonably inferable from the Contract Documents;
- (ii) a later description of the Work which involves work expressly excluded from the Contract Documents; or
- (iii) additional work that is required because of a change in applicable Codes after the execution of this Agreement.
- (iv) an increase in the price of materials caused by any tariff, duty, or other charge imposed on such materials after the Effective Date that were not foreseen or foreseeable by Contractor as of the Effective Date.

6.1.3 Change Order Defined. A Change Order is a written instrument signed by LCRA and Contractor containing:

- (i) an agreed change in the Work;
- (ii) an agreed amount of the adjustment in the Contract Price, if any; or
- (iii) an agreed extension of the Contractor's Planned Completion Date.

A Change Order shall be based upon the agreement of LCRA and Contractor to be executed in the form attached hereto as Exhibit 4

6.1.4 Construction Change Directive Defined. A construction change directive ("CCD") is written statement to Contractor issued on or after the Effective Date of this Agreement recommended by Architect/Engineer and signed by LCRA ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A CCD will set forth a direction with respect to the Work. A CCD may be issued in anticipation of a Change Order to be negotiated later or unilaterally by LCRA (without agreement of Contractor), shall be in the form attached hereto as Exhibit 4, and may be accepted and signed by Contractor (in which case it shall be considered a Change Order), or Contractor may disagree with the CCD, in which event Contractor shall proceed promptly and diligently with the Work required by the CCD subject to the provisions of this Agreement.

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6.1.5 Effect of a Change Order and CCD. A Change Order or CCD signed by Contractor indicates its agreement therewith, including any adjustment in the Contract Price or extension of the Contractor's Planned Completion Date set forth therein. A CCD signed by Contractor shall be effective immediately whether or not a Change Order is later issued by LCRA based on such CCD. Specifically, Contractor agrees that the amount of any increase in the Contract Price set forth in any Change Order or a CCD signed by Contractor includes full compensation to Contractor for all Work required in connection with the Change Order or CCD and full compensation for all acceleration, delay, hindrance, cumulative impact, loss of efficiency, inconvenience, increased supervision, overhead, general conditions, profit, or other costs, expenses or damages which have been or may be incurred by Contractor as a result of the issuance of the Change Order or CCD and/or the performance of any Work required in connection with the Change Order or CCD.

6.1.6 Changes in Contract Price and Schedule must be Substantiated. In addition to the requirements of Sections 6.1.1 and 6.1.2 above, the Contractor hereby agrees that it shall not be entitled to any increase in the Contract Price unless there is an actual, substantiated and measurable increase in the Contractor's cost of performance. No Change Order shall include any extension to the time for performance of the Work unless Contractor establishes, to LCRA's reasonable satisfaction, that the nature of the proposed Material Change or Excused Delay, as applicable, has an impact that will demonstrably and adversely delay Contractor's performance of Work that is on the Critical Path and will cause Substantial Completion to occur after the Contractor's Planned Completion Date. No change in the Work, Contract Price or the Contractor's Planned Completion Date is authorized unless and until:

- (i) LCRA authorizes the Contractor to proceed with such Work in advance and in writing through an executed Change Order, or CCD, or
- (ii) the Contractor is awarded an increase in the Contract Price or extension in the Contractor's Planned Completion Date pursuant to a Claim made in the time and manner required by this Agreement.

The amount of credit to be allowed by Contractor to LCRA for a deletion or other change which results in a decrease in the Contract Price shall be the actual decrease in the Contractor's cost of performing the Work attributable to any Material Change.

6.1.7 Changed Work to be Performed Diligently. Contractor agrees to immediately perform the work that is the subject of any Change Order or CCD diligently and without delay. Changes in the Work must be performed under applicable provisions of the Contract Documents, unless otherwise provided in the Change Order or CCD.

6.1.8 No Changes by Course of Dealing. A change to the Contract Price or any Contractor's Planned Completion Date may be made only pursuant to a Change Order issued under Section 6.2. Accordingly, no course of conduct or dealing between the parties shall be the basis of any claim to increase any amounts due under the Contract Documents or a change in any Contractor's Planned Completion Date or other time period for which the Contract Documents provide.

6.2 CONTRACTOR'S CHANGE ORDER REQUEST (COR)

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6.2.1 If Contractor believes that it is entitled to a Change Order as otherwise set out in this Agreement, Contractor may submit a Change Order Request (“COR”) to LCRA. Contractor’s COR shall describe the events or circumstances Contractor believes constitute a Material Change in reasonable detail and set forth such changes (including any amendments to this Agreement) that Contractor deems necessary to address that asserted Material Change and its justification therefore, together with all reasonable supporting documentation. The COR shall include an analysis demonstrating (i) the time impact, if any, of the asserted Material Changes on the Critical Path items yet to be completed and (ii) how Contractor proposes to incorporate the time impact into the schedule without the need for any extension of time. If the Project Schedule may be maintained or adjustments thereof minimized only by increasing the Contract Price, Contractor shall, in its COR, set forth possible trade-offs among or between cost and schedule so that LCRA may make an informed decision in responding to Contractor’s request for a Change Order. The COR shall include any proposed change in the Contract Price, whether as a result of an increase in cost or cost savings. For any increase in the Contract Price, Contractor shall propose an all-inclusive, lump sum, fixed-price to LCRA that is reasonably determined by Contractor in good faith. Contractor shall use all reasonable efforts to minimize, or if possible, eliminate any adverse effect to LCRA of any asserted Material Change or Excused Delay, including any increase in the Contract Price or any adverse effect on the Contractor’s Planned Completion Date. The COR shall include a description of all such mitigation efforts of Contractor.

6.2.1.1 Attached hereto as Exhibit 5 is the rate table agreed to by the Parties setting forth the labor rates for all craft labor employed by Contractor that is to be used by Contractor for pricing Contractor’s labor for CORs.

6.2.2 COR Does Not Entitle Contractor to a Change Order. The mere submission of a COR by Contractor does not entitle Contractor to any increase in the Contract Price or to any extension of any of the Contractor’s Planned Completion Date, and does not entitle Contractor to stop or slow down any portion of the Work based upon such submission. LCRA fully reserves all of LCRA’s rights and positions with respect to any COR submitted by Contractor. If LCRA does not agree with a COR submitted by Contractor, Contractor shall be entitled to make a Claim as permitted by Article 20 of this Agreement. In the event said claim is later determined to be valid, Contractor shall be entitled to an increase in the Contract Price calculated pursuant to the provisions of Section 20.4 herein. Contractor shall be responsible to LCRA for all damages, cost or expenses incurred by LCRA as a result of any failure by Contractor to prosecute the Work fully, properly, promptly, and diligently because of Contractor’s submission of a claim or COR.

6.2.3 Backup Cost Documentation. All proposed costs contained in a COR, whether those costs are attributable to Works performed by the Contractor or its Subcontractors, must be supported by reasonable backup documentation of all material, equipment, labor and associated installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis by LCRA, Architect/Engineer and LCRA Consultants using current estimating guides and/or practices. Copies of any Subcontractor and vendor proposals shall be furnished with each COR.

If a Change Order involves both increases and decreases in the Contract Price, the increases and decreases shall be offset against one another.

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6.3 CHANGE REQUEST BY LCRA.

6.3.1 Change Request by LCRA. LCRA may at any time, by written notice to Contractor, request an addition to or deletion from or other changes in the Work. Contractor shall reasonably review and consider any such request and shall make a written response thereto within ten (10) days after receiving such request. If Contractor believes that giving effect to any LCRA requested change will increase or decrease its cost of performing the Work, shorten or lengthen the time needed for completion of the Work, require modification of its warranties, or require a modification of any other provisions of this Agreement, its response to LCRA's request shall include a COR. The COR shall set forth such changes (including any amendments to this Agreement) that Contractor deems necessary as a result of the request and its justification therefore, together with all reasonable supporting documentation. Contractor's response to LCRA's request shall include an analysis demonstrating (i) the time impact, if any, of the proposed change on the Critical Path items yet to be completed, and (ii) how Contractor proposes to incorporate the time impact into the schedule without the need for any extension of time. If the construction schedule may be maintained or adjustments thereof minimized only by increasing the Contract Price, then Contractor shall, in its response, set forth possible trade-offs between cost and schedule so that LCRA may make an informed decision regarding whether to issue a Change Order. Contractor's response to a request by LCRA shall include in the COR any proposed change in the Contract Price, whether as a result of an increase in cost or cost savings. For any increase in the Contract Price, Contractor shall propose an all-inclusive, lump sum, fixed-price to LCRA that is reasonably determined by Contractor in good faith. Contractor shall use all reasonable efforts to minimize, if possible, or eliminate any effect adverse to LCRA of any requested change, including any increase in cost or any adverse effect on scheduling or other provisions of this Agreement. Contractor's response shall include a description of all such mitigation efforts of Contractor.

6.3.2 Failure to Respond. If Contractor fails to respond to LCRA's written request within the ten (10) day period required under Section 6.3.1, LCRA may provide written notice thereof to Contractor. In the event that Contractor fails to respond to LCRA's written request for a Change or notify LCRA of any changes as to cost, schedule, warranty obligations or other provisions hereof resulting from the requested Change within five (5) days after receiving such notice from LCRA, Contractor shall be deemed to have accepted the request as specified by LCRA (including any amendments to this Agreement specified therein) unconditionally and without additional consideration, reimbursement of costs, extension of time or other amendments hereto, except as may be specified by LCRA in its request), in which event if LCRA so notifies Contractor, such request shall be deemed to be a Change Order binding upon Contractor, and Contractor shall have waived, discharged and released any claims or offsets against LCRA as a result of the requested Change and such Change Order.

6.4. CONSTRUCTION DIRECTIVES

6.4.1 Construction Change Directives. Notwithstanding any other provision of this Agreement, LCRA may require Contractor to perform and commence immediately any Work (including Work that the Contractor contends is a Material Change), without agreement as to whether such Work constitutes a Material Change, requires an increase in the Contract Price or an extension of the Contractor's Planned Completion Date, or, if so, what increase or decrease and/or

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extension of time is required thereby, by issuing a CCD for such Work, provided that LCRA agrees to do so only in good faith, in anticipation of a later Change Order or under circumstances where LCRA reasonably believes that Contractor is not entitled to some or all of a Change Order Request submitted by the Contractor.

6.4.2 Allowance of Changes in Price and Time. Any CCD issued by LCRA may state the extent, if any, to which LCRA agrees to any change in the Contract Price sought in the Contractor's COR for the changed Work. Further, any CCD issued by LCRA may identify the extent, if any, to which LCRA will allow any extension of time requested in the Contractor's COR. Any increase in the Contract Price permitted by this Section shall be deemed to include (and no additional damages or costs may be sought or recovered by Contractor for) all profit, overhead, general conditions, supervision, delay, acceleration or impact costs or other expenses or losses allegedly sustained or incurred by Contractor as a result of the CCD and/or the performance of any Work required in connection with the CCD. In connection with all Work performed pursuant to a CCD, Contractor shall keep and present, in such form as LCRA may prescribe, an itemized accounting together with appropriate supporting data.

6.4.3 Payment of Amount Approved in a CCD. Pending final determination of cost to LCRA, changes in the Contract Price accepted by LCRA in any CCD may be included in Applications for Payment subject to the payment provisions of this Agreement.

ARTICLE 7 TESTING

7.1 TESTING

7.1.1 Testing Plan. Contractor shall prepare, and submit to LCRA for approval in accordance with the Specifications, a comprehensive testing plan for each material portion of the Project and all operational components, equipment and systems. This testing plan shall set forth testing procedures and requirements for each such portion, component, equipment and system that is part of the Project so that LCRA can assess and determine, based on such testing, that the applicable Work has been constructed and installed in conformance with the Contract Documents and that all operational components, equipment and systems operate as required by the Contract Documents and the specifications of the relevant manufacturers and suppliers. The testing plan must include identification of:

- (i) testing procedures;
- (ii) testing duration;
- (iii) testing standards;
- (iv) personnel (including Subcontractor's, supplier's and manufacturer's representatives) who will be present for the testing; and
- (v) a schedule and sequence for all identified tests.

Once approved by LCRA, all testing with respect to the Project shall be performed by the Contractor in accordance with the approved plan and all applicable requirements in the Contract Documents.

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7.1.2 Provision of Testing. Contractor shall furnish all facilities, labor, power, equipment, consumables, instruments and services necessary to conduct all testing required by the Contract Documents and the approved testing plan for the Project (including any third party laboratories, testing firms or other personnel), and shall provide competent, experienced and appropriately trained personnel to conduct all such tests (including representatives of Subcontractors, suppliers and manufacturers as appropriate). The Contractor shall coordinate tests and inspections with LCRA (and the Engineer and LCRA's Consultants as directed by LCRA), and shall require all Subcontractors to so cooperate and coordinate, regarding the scheduling and performance of such tests and inspections and any and all access to the Work required in connection therewith. The Contractor shall not be entitled to any increase in the Contract Price and/or any extension of the Contractor's Planned Completion Date as a result of the Contractor's participation in or cooperation and coordination with such testing or inspection. All reports and test results from any third party laboratory, testing firm or other personnel shall be sent directly and simultaneously from the laboratory, firm or person(s) to both Contractor and LCRA.

ARTICLE 8 SUBCONTRACTORS

8.1 DEFINITIONS

8.1.1 Subcontractors Defined. "Subcontractor" means any person or entity who has a direct contract with Contractor to perform a portion of the Work on the Project (including materialmen and suppliers) and all other persons or entities (whether such persons or entities are subcontractors, sub-subcontractors, materialmen or suppliers) who provide materials, labor or services directly or indirectly to or for the Project through or under the supervision of Contractor or its Subcontractors. This definition shall apply when used in the Contract Documents with respect to any obligation for the Work on the Project or any other obligation or duty owed to LCRA under the Contract Documents, including but not limited to indemnity and warranty obligations, provisions of lien waivers and removal of liens, and protection and safety of the Work and adjacent property.

8.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

8.2.1 Contractor Responsible for Subcontractors. Contractor has the right to have any of the Work performed by a Subcontractor qualified to perform such Work pursuant to written contracts satisfying the requirements set forth in this Agreement, provided, however, that Contractor is not relieved from any liability or obligation under this Agreement by such engagement. Contractor shall be liable for all acts, omissions and liabilities of its Subcontractors, and performance and/or nonperformance of Work by such Subcontractors (including defects therein) in accordance with the terms of this Agreement. Contractor shall ensure that all Work performed or provided by Subcontractors are performed and furnished in accordance with this Agreement. Notwithstanding anything contained herein to the contrary, LCRA shall not have any obligation or liability to any Subcontractor, and except in respect of rights assigned by Contractor to LCRA pursuant to Section 8.3.2, LCRA shall not be deemed to be in privity with any Subcontractor. Contractor shall be solely responsible for engaging, managing, supervising and paying all Subcontractors. Nothing contained in any contract with a Subcontractor shall in any

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way diminish or relieve Contractor from any duties and obligations under this Agreement. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

8.2.2 Requirements of Subcontractor Contracts.

(a) **Standards for Subcontract.** Each contract with a Subcontractor must be in writing and shall be signed by Contractor and such Subcontractor. Each contract with a Subcontractor must contain provisions, in form and substance reasonably acceptable to LCRA, granting LCRA the right to cure any default of Contractor or otherwise tender performance on behalf of Contractor, whether prior to or after termination of this Agreement. In such event, the contract with Subcontractor will remain in full force and effect, and Subcontractor's duties and obligations will be unaffected, and performance by Subcontractor will be made for the benefit of LCRA. In addition, each contract with a Subcontractor must provide that the rights thereunder (including rights to any retainage, Letter of Credit, bond or other security provided by the Subcontractor) are assignable to LCRA or its designees. In addition to LCRA's rights under Section 8.3.2, such assignment may be made at the election of LCRA prior to the termination of this Agreement to the extent LCRA reasonably determines such assignment is necessary to enable correction of non-conforming Work or to cure a Contractor default under this Agreement. Notwithstanding any such assignment, Contractor is responsible for the management, administration and performance of all obligations under all contracts with Subcontractors (except to the extent that LCRA has expressly assumed in writing obligations under a contract with a Subcontractor). In addition, Contractor shall endeavor to provide in each contract with a Subcontractor termination or suspension for convenience provisions on terms no more onerous than terms permitting termination or suspension by LCRA for convenience hereunder, and Contractor shall endeavor to secure warranties and guarantees that are equal to or exceed the warranties and guarantees herein.

(b) **Provision of Information to LCRA.** Upon request, Contractor shall provide to LCRA such information concerning Subcontractors as LCRA may reasonably request from time to time. Upon request, Contractor shall promptly submit to LCRA a copy of each subcontract entered into with a Subcontractor. Each contract for the purchase of Equipment shall show, where applicable, the Subcontractor's name, manufacturer's name, materials type, model number, size, quantity and lists of the Equipment ordered.

8.3 SUBCONTRACTUAL RELATIONS

8.3.1 Subcontracts to Conform to this Agreement. All agreements between the Contractor and its Subcontractors shall preserve and protect the rights of LCRA under the Contract Documents with respect to the performance of the Work so that the subcontracting thereof will not prejudice such rights.

8.3.2 Contingent Assignment of Subcontracts. In the event of the termination of this Agreement by LCRA because of the default of the Contractor, LCRA may (without any responsibility so to do) assume the rights and responsibilities of the Contractor under all or some of Contractor's subcontracts, or purchase or rental agreements, which LCRA, in its sole discretion, chooses to assume. While this provision constitutes a present assignment of Contractor's rights with respect to any and all such subcontract agreements and commitments which LCRA so chooses to assume, the Contractor, upon request from LCRA, shall promptly

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execute and deliver to LCRA written assignments of such subcontracts, agreements and commitments which LCRA in its sole discretion so chooses to take by assignment. All of Contractor's agreements with Subcontractors and suppliers shall provide for this assignment.

ARTICLE 9 TIME OF COMMENCEMENT AND COMPLETION

9.1 EFFECTIVE DATE

9.1.1 This Agreement is intended to and shall govern all Work provided by Contractor for the Project, and the Effective Date of this Agreement shall be the date this Agreement is executed by LCRA.

9.2 COMPLETION DATE

9.2.1 Time is of the Essence. Contractor acknowledges that timely completion of the Project is of the essence in this Agreement. Contractor shall continuously and diligently prosecute the Work to completion subject only to delays caused by Force Majeure and/or Excused Delays, each as defined in section 9.6 below. In this regard, Contractor shall use additional labor, premium time, equipment and material, as necessary, in order to meet the Contractor's Planned Completion Date, subject only to delays caused by Force Majeure or Excused Delays. If Contractor fails (for reasons other than Force Majeure or an Excused Delay) to complete any portion of the Work on time or in accordance with the Contractor's Planned Completion Date, then Contractor shall, as necessary, take some or all of the following actions as required to overcome the delay backlog of Work:

- (i) increase the workforce in quantities and crafts as necessary;
- (ii) increase the number of hours per shift, shifts per working day, working days per week, or the amount of equipment deployed or any combination of the foregoing; or
- (iii) perform any other activities reasonably required by LCRA.

In no event will Contractor's failure to complete the Work within the time required delay or otherwise affect the Contractor's Planned Completion Date, unless and only to the extent such failure was due to Force Majeure or an Excused delay.

9.3 SUBSTANTIAL AND FINAL COMPLETION

9.3.1 Substantial Completion Defined. As used herein, "Substantial Completion" and/or "Substantially Complete" shall mean that:

- (1) the entire Work for the Project has been fully completed in accordance with the Contract Documents except and only for minor items that will not unreasonably affect LCRA's ability to use the Work without unreasonable disruption or interference caused by the need to complete any of the Work for the Project then remaining to be completed;
- (2) all required approvals and permits for use and completion of the Project shall have been issued by appropriate governmental authorities (except such certificates, permits, approvals or consents that cannot be procured due to reasons beyond the reasonable

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control of the Contractor or any Subcontractors, in which event this condition shall not apply to such extent); and

(3) Contractor has repaired any damage to roads or other aspects of the Site, local community infrastructure (roads, sewers, drainage, utilities and the like) or surrounding habitat caused by the performance of the Work, and returned the areas around the Site to the same condition they were in prior to the commencement of the Work.

9.3.2 Substantial Completion Inspection. When the Contractor contends that the Work is Substantially Complete, the Contractor shall prepare and submit to LCRA a comprehensive punch list of items to be completed or corrected prior to Final Completion. The Contractor shall proceed promptly to complete and correct all items on the punch list. Failure to include an item on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's punch list, LCRA shall make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If LCRA's inspection discloses any item, whether or not included on the Contractor's punch list, which is not in accordance with the requirements of the Contract Documents, then the Contractor shall, before issuance of the Certificate of Substantial Completion for the Project, complete or correct such item upon notification by LCRA. The Contractor shall then submit a request for another inspection by LCRA to determine Substantial Completion of the Project. When the Work or designated portion thereof is Substantially Complete, LCRA shall prepare a Certificate of Substantial Completion of the Project which shall establish the date of Substantial Completion of the Project, shall establish responsibilities of LCRA and Contractor for maintenance, damage to the Work and insurance, and shall establish the time within which the Contractor shall finish all items on the list accompanying the Certificate of Substantial Completion.

9.3.2.1 Punch List Responsibility. The Contractor acknowledges and accepts that during the period when the Contractor is completing its punch list Work, LCRA may be using or preparing to use the Project, and that disputes may arise between LCRA and Contractor as to the responsibility for certain punch list items or other corrective Work (*i.e.*, the Contractor may claim that the punch list item or corrective Work is required due to damage caused by LCRA or its separate contractors, and not by the Contractor and its Subcontractors, such that the Contractor is not obligated to perform the punch list item or other corrective Work at issue without additional compensation). However, the Contractor shall perform (and shall require its Subcontractors to perform) any and all punch list items and/or other corrective Work directed or requested by LCRA, promptly upon notice of such direction or request and irrespective of any dispute as to the Contractor's responsibility for such punch list item or corrective Work. Contractor shall be entitled to additional compensation (provided a timely Claim is made pursuant to the applicable provisions of this Agreement) only to the extent the damage corrected by the Contractor (or its Subcontractor) was caused by LCRA or its separate contractors, and not by the Contractor, its Subcontractors, their employees or anyone else for whom they may be liable.

9.3.3 Final Completion Date. As used herein, the term "Final Completion Date" shall mean the full and proper completion of all of the Work, including but not limited to, completion and/or correction of all punch list items to the satisfaction of LCRA, payment and release of all mechanics, materialmen and like liens, delivery of all warranties and guarantees and assignments thereof, equipment operation and maintenance manuals, delivery of all required Record Drawings

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and related documents, removal of all rubbish, tools, scaffolding and surplus materials and equipment from the job site and correction of all damage to landscaping at the Project Site or to adjacent property, and final grading of the Site to remove tire tracks and ruts and related conditions so as to leave the site in the condition required by the Contract Documents. Final Payment shall not be made to the Contractor until Final Completion has occurred.

9.4 SEQUENCING AND DIRECTING THE WORK

9.4.1 Contractor to Sequence and Direct the Work. The Substantial Completion Date established in this Agreement is not based on any representation to the Contractor as to how the Work will be sequenced, or when, for how long, or in what sequence any manpower assignments or levels will be necessary to perform the Work in accordance with the schedule established for completion of the Work. Contractor shall sequence and direct its Work in such a fashion as to take advantage of any and all available areas to perform its Work at the Project Site, whenever or for whatever time they are available, and shall increase or decrease its manpower assignments and levels, as appropriate and in whatever fashion may be necessary, to achieve completion of all Work in accordance with the Substantial Completion Date and the requirements of the Contract Documents, subject to the Contractor's right to make claim for an extension of the Contractor's Planned Completion Date and/or an increase in the Contract Price pursuant to the applicable provisions of this Agreement.

9.5 SCHEDULES

9.5.1 Submission of Baseline Schedule. No later than fourteen (14) days before Work begins, the Contractor shall prepare and submit for LCRA a Baseline Construction Schedule (the "Baseline Construction Schedule") for all of the Work relating to the Project and in a form acceptable to LCRA. The Baseline Construction Schedule must establish a planned completion date ("Contractor's Planned Completion Date").

The Baseline Construction Schedule shall be related to the entire Work, and shall provide for the expeditious and practical execution of the Work and for completion of the Work no later than the Contractor's Planned Completion Date established pursuant to this Agreement (except as such dates may have been modified thereafter pursuant to a Change Order signed by LCRA).

The Baseline Construction Schedule shall be in a critical path method format, reflecting early start, late start, early finish, late finish and float for all activities associated with the Work and identifying procurement, engineering, fabrication, delivery, assembly, installation, testing and commissioning dates for all activities as well as the Contractor's Planned Completion Date. The Baseline Construction Schedule must also:

- (i) set forth the time for performance and the dates for commencement and completion of each significant aspect of the Work,
- (ii) the anticipated purchase and delivery dates for all major materials and equipment to be employed in the performance of the Work, and
- (iii) the estimated man hours and dollars (costs) to complete each aspect of the construction work identified in the Construction Schedule.

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The Baseline Construction Schedule shall be coordinated with LCRA and Architect/Engineer so that all activities connected with the construction of the Project shall be performed in an orderly and timely fashion. In this regard, the Baseline Construction Schedule shall include a schedule of Submittals identifying when the Contractor plans to make the submittal and providing LCRA and Architect/Engineer with at least fourteen (14) calendar days to review and respond to the Submittal.

9.5.2 Updated Schedules. During the performance of the Work, the Contractor shall provide an updated construction schedule, as and when required by the Contract Documents, which updated schedules shall be numbered in sequence and shall be in a form that allows comparison and identification of all changes or revisions made to the Baseline Construction Schedule and all preceding updated construction schedules (the “Construction Schedule”).

The Contractor agrees that it shall continually adjust and modify the Construction Schedule as required by this Agreement and shall identify the percentage of completion with respect to each aspect of the Work identified in the Construction Schedule as of the date of that respective schedule, in order to reflect and account for all events and occurrences encountered in or associated with the performance of the Work which may delay completion of the Work or preclude LCRA from using and occupying all, or any portion of the Project for its intended purpose on or before the Contractor’s Planned Completion Date (hereinafter referred to as a “Delaying Event”).

The Contractor shall notify LCRA with reasonable promptness if and when any such Delaying Event takes place. Further, should such a Delaying Event take place, the Contractor shall meet with LCRA and Architect/Engineer, as and when requested, to discuss the situation and identify responses and alternatives which shall reduce or eliminate the impact of the Delaying Event and shall modify, revise and adjust the Construction Schedule accordingly and shall prioritize the Work on the Project so as to allow LCRA to use and occupy as much of the Project as possible for its intended purpose on or before the Contractor’s Planned Completion Date. At all times, the Contractor shall cause the Work on the Project to be performed in accordance with the most recent revisions and modifications to the Construction Schedule.

9.5.3 Float. Contractor and LCRA agree that all float shown in any Construction Schedule (including the Baseline Construction Schedule) and all time saved in performing the Work (which saved time shall be reflected in the current Construction Schedule as float) shall belong to the Project and shall be applied to cover delays to the performance of the Work, in the order in which they occur as and when they occur.

9.5.4 Materials Status Report. The Contractor shall prepare a Materials Status Report not later than thirty (30) calendar days after subcontracts are awarded for each separate aspect of the Work. The Materials Status Report shall include a complete list of suppliers, items to be purchased from the suppliers or fabricators, time required for fabrication, and the scheduled delivery dates for each item relevant to each aspect of the Work. Whenever the Contractor learns of an event or circumstance that may delay a scheduled delivery date shown on the Materials Status Report, it shall: (i) promptly notify LCRA of such event or circumstance, including the effect of such event on the Construction Schedule; and (ii) if requested by LCRA, consult with LCRA and/or the Engineer to develop and implement procedures that mitigate the effect of such event on the Construction Schedule.

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9.5.5 Timing for Submission of Updates. Subsequent to the commencement of construction on the Project, the Contractor shall prepare and submit to LCRA with every Payment Application, the Construction Schedule required under Section 9.5.2, and a monthly schedule report in such form and as required above and as otherwise required by LCRA. Accompanying the report and the Construction Schedule shall be an updated Materials Status Report and a listing and status report with respect to all Change Orders, CCDs and Modifications and Change Order Requests (“CORs”). From commencement of the Work through to Final Completion, Contractor shall maintain a Request for Information (“RFI”) Report, identifying (by number and in sequence) each RFI submitted by the Contractor or any Subcontractor, the date when the RFI was submitted to the Architect/Engineer and LCRA, the general nature of the RFI, the date when a response was given to the Contractor relating to the RFI and the nature of the response. In addition, from commencement of the Work until Final Completion, Contractor shall maintain a Change Order Request Log identifying each COR submitted by the Contractor (by number and in sequence), the date when the COR was submitted to the Architect/Engineer and LCRA, the general nature of the COR, the date when a response was given to the Contractor relating to the COR and the nature of the response. These reports shall be provided to LCRA on a monthly basis.

9.5.6 Written Narrative. Each month the Contractor shall deliver to LCRA a concise, written narrative summary prepared by the Contractor identifying and discussing all significant achievements, problems or other events affecting or relating to the Project during the preceding 30 days. The monthly report shall contain a statement by the Contractor’s authorized representative as to the progress of the Project, the status of conformance with such Construction Schedule and the Contractor’s expectation of completion as compared to the Construction Schedule. The Contractor shall prepare and keep current, for the Architect/Engineer’s approval, an updated schedule of Submittals which shall be coordinated with the Construction Schedule and shall allow the Architect/Engineer a time to review Submittals as required by Section 5.8 above.

9.5.7 Progress Meetings. Beginning with the commencement of construction on the Project, the Contractor shall hold weekly progress meetings at the Site for the overall Project or at such other time and place as is acceptable to LCRA. At such meetings, Contractor will report the progress of the Work in detail with reference to the Construction Schedule. Each Subcontractor then performing Work on the Project shall have a competent representative present at each weekly meeting to report on the condition of his Work and to receive information regarding the performance of future work by the Subcontractor.

9.6 DELAYS AND EXTENSIONS OF TIME

9.6.1 Time Extensions; Limitations. The Contractor is entitled to an extension in the Contractor’s Planned Completion Date and Substantial Completion Date as the result of a delay only to the extent that such delay is attributable to Force Majeure or Excused Delays, cannot be managed within available project float, and is not a result of any negligent or intentional acts, errors, or omissions, or any breach of this Contract by Contractor (or any third party over whom Contractor has control) and provided that Contractor shall use its reasonable efforts to mitigate the effects thereof.

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9.6.2 Force Majeure. As used in this Agreement and the Contract Documents, “Force Majeure” shall mean a delay solely caused by fire, tornado or other natural disaster, and extraordinary weather conditions. Delays caused by extraordinary weather conditions shall be considered Force Majeure only if:

- (i) the Contractor notifies LCRA within 24 hours of the occurrence of the extraordinary weather condition and the related impact on the schedule; and
- (ii) such extraordinary weather conditions actually cause a delay in the critical path of the Work beyond the Contractor’s Planned Completion Date.

9.6.3 Excused Delay. As used in this Agreement and the Contract Documents, an “Excused Delay” shall solely consist of a delay in the critical path items of the Work directly caused by :

- (iii) the unexcused failure by LCRA, Architect/Engineer or a separate LCRA contractor to perform their obligations under this Agreement or the Contract Documents by the time specified, or an unexcused suspension of the Work as directed by LCRA,
- (iv) Material Changes in the Work or site conditions entitling the Contractor to additional compensation or an extension of time pursuant to Section 2.4.1.4 above, or
- (v) changes in laws or regulations, or judicial orders occurring after the Effective Date of this Agreement preventing performance of the Work as scheduled.

Time taken by LCRA, LCRA’s Consultants or Architect/Engineer to review and approve Submittals or to respond to RFIs or the other interpretations or clarifications with respect to the Contract Documents are not an Excused Delay unless the duration of the review, approval or response time exceeds fourteen (14) days from the actual receipt of the shop drawing, submittal or RFI and then:

- (iv) only to the extent that such failure is in fact the cause of a delay to the critical path, and
- (v) only if Contractor was not instructed by LCRA (upon receipt of the request), or could not implement, an appropriate mitigation of the impact to the schedule (without additional cost, unless such cost was agreed to be paid by LCRA).

In this regard, any Submittal, RFI or other request of the Contractor shall:

- (vi) identify the date when a response is required in order to avoid a delay to the critical path for completion of the Work and
- (vii) explain what the critical path impact will be upon the failure to receive such a response (so that LCRA can assess whether and to what extent mitigation efforts are necessary based on the nature of the request and the related time required to respond).

If LCRA, LCRA’s Consultants or Architect/Engineer disapprove, reject or otherwise require Contractor to resubmit a Submittal, then the time for review leading to a disapproval, resubmission

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and further review requirement and the time required for Contractor to resubmit the Submittal shall not be an Excused Delay.

9.6.4 Impact of Force Majeure Events and Excused Delays. In the event of either a Force Majeure event or an Excused Delay, the Contractor is entitled to an extension of the Contractor's Planned Completion Date and the Substantial Completion date, but only to the extent that there is an actual delay to the critical path of the entire Work (delays of only certain trades will not entitle the Contractor to any extension of time unless they in turn delay Substantial Completion of the entire Work for the Project), measured by the number of days, or portions thereof, that the Substantial Completion of the Work is actually delayed by such Force Majeure event or Excused Delay.

The Contractor is not entitled to an increase in the Contract Price as a result of any Force Majeure event, regardless of duration.

The Contractor is entitled to an increase in the Contract Price as a result of an Excused Delay or due to any acceleration or other impact to the performance of the Work caused by any Excused Delay (provided timely written notice is provided as required by this Agreement) which increase shall be calculated pursuant to the applicable provisions of this Agreement.

The Contractor is entitled to no additional compensation and shall have no addition or other rights of any kind or nature arising out of or under this Agreement by virtue of any unexcused delays, interferences, acceleration or other impact, regardless of their length or nature.

ARTICLE 10 COMPENSATION, PAYMENTS AND COMPLETION

10.1 CONTRACTOR'S COMPENSATION GENERALLY

10.1.1 Payment in Dollars. LCRA shall pay the Contractor the Contract Price in current funds for the Contractor's performance of the Work required for the Project.

10.2 THE CONTRACT PRICE

10.2.1 Contract Price Established. As full consideration to Contractor for the full and complete performance of the Work and all costs incurred in connection therewith, LCRA shall pay, and Contractor shall accept, the Contract Price, which shall be payable pursuant to this Article and the other terms and conditions of this Agreement. The full Contract Price for complete performance of the Work as defined in the Contract Documents will be as outlined in Exhibit 5.

10.2.2 Excess Costs. Costs in excess of the Contract Price that are not permitted to be recovered by the Contractor pursuant to the terms of this Agreement shall be borne and paid for by the Contractor without reimbursement by LCRA.

10.3 COSTS INCLUDED IN THE CONTRACT PRICE

10.3.1 Contract Price Defined. The Contract Price shall include all costs (or rates as permitted herein) necessarily incurred by the Contractor in the proper performance of the Work in accordance with this Agreement, as well as Contractor's overhead and general expenses (general conditions) and profit. Without limiting the foregoing, the Contract Price includes the following items:

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10.3.1.1 Payments made by the Contractor to Subcontractors in accordance with the requirements of any subcontracts entered into for the performance of the Work on the Project.

10.3.1.2 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

10.3.1.3 Insurance costs related to the Project (including the cost of the property insurance required by Sections 18.1.1(v) and 18.2.1) and the costs of payment and performance bonds required by the Agreement.

10.3.1.4 Actual net cost of the materials and equipment in excess of those actually installed, but required to provide reasonable allowance for waste and spoilage. Unused excess materials, if any, shall be handed over to LCRA at the completion of the Work or, at LCRA's option, shall be sold by the Contractor as LCRA's broker to the highest bidder. Amounts realized, if any, from such sales shall be credited to LCRA as a deduction from the Contract Price.

10.3.1.5 Rental charges for machinery, equipment and hand tools not customarily owned by the construction workers which are provided by the Contractor or its Subcontractors at the Site, whether rented from the Contractor or others, and costs of transportation, installation, repairs and replacement, dismantling and removal thereof.

10.3.1.6 Losses and expenses, not compensated by insurance nor otherwise recovered, incurred by the Contractor in connection with the Work, Such losses shall include settlements of legal suits or claims.

10.3.1.7 Deposits lost due to causes beyond the reasonable control of the Contractor, or its Subcontractors.

10.3.1.8 Other costs incurred in the performance of the Work on the Project

10.3.1.9 Costs incurred by the Contractor in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

10.3.1.10 The Contract Price includes discounts received by the Contractor, cash discounts earned through advance or prompt payment, credits realized on deposits, insurance proceeds received by the Contractor in excess of amounts expended to correct loss or damage on account of which such proceeds were received, proceeds from salvage, and sale of surplus material or equipment, and the fair market value of any tools, materials, supplies or equipment transferred to or retained by the Contractor at completion of the Work.

10.3.1.11 All labor required to complete the Project, whether performed by Contractor's employees or provided by Subcontractors.

10.3.2 Costs Included in Contractor's Overhead. The following costs are to be included in Contractor's overhead:

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- (i) Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the Site office.
- (ii) Expenses of the Contractor's principal office and offices other than the Site office.
- (iii) The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.
- (iv) Costs due to the fault or negligence of the Contractor and/or its Subcontractors and any other person or entity for whose acts the Contractor and/or its Subcontractors may be liable, including but not limited to the costs of correcting damaged, defective or non-conforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.
- (v) All other costs which would cause the Contract Price to be exceeded.

10.4 SCHEDULE OF VALUES; PROGRESS PAYMENTS

10.4.1 Required Submission. Before the first Application for Payment, the Contractor shall submit to LCRA a Schedule of Values based on the Contract Price which allocates and divides the Contract Price to the various portions of the Work. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as LCRA may require. LCRA shall use the Schedule of Values, as it may be modified pursuant to the direction of LCRA or Architect/Engineer, as the basis for reviewing the Contractor's Applications for Payment.

10.4.2 Applications for Payments. Not later than the first business day of each month, Contractor shall submit to LCRA for review a payment application, in a form acceptable to LCRA, filled out and signed by Contractor covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the payment application shall be accompanied by such bills of sale, data and other procedures satisfactory to LCRA substantiating LCRA's title to such materials or equipment or otherwise protecting LCRA's interest. If payment is requested on materials purchased but not yet on site for incorporation in the Work, the payment application shall be accompanied by such bills of sale, data and other procedures similar to materials stored off site. Payment on account of such materials or equipment shall not relieve Contractor of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract Documents and to restore damaged or defective Work. If materials or equipment are stored at another location they shall be stored in a bonded and insured facility, accessible to Architect/Engineer and LCRA, and shall be clearly marked as property of LCRA.

10.4.2.1 Payment applications shall not include requests for payment of amounts which the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. Such applications shall not include requests for payment on account of changes in the Work that have not yet been included in fully executed Change Orders or other Modifications.

10.4.2.2 Each Application for Payment must be itemized as required by LCRA, notarized, and supported by such data substantiating the Contractor's right to payment as

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LCRA may require, including, but not limited to, copies of requisitions from Subcontractors, and reflecting retainage if provided for elsewhere in the Contract Documents. In addition, each Application for Payment submitted by Contractor shall be accompanied by a sworn statement identifying every Subcontractor who is to receive payment of any amounts requested in the Application for Payment and listing the amounts requested on behalf of such Subcontractor in the Application for Payment. Finally, each Application for Payment must include the updated Construction Schedule and other documentation required under Section 9.5 in the form required by this Agreement and all other documents and information required to be submitted by the Contractor on a monthly basis under the terms of the Contract Documents. No payment shall be due or payable to the Contractor until all information required by this Agreement with respect to such Application for Payment (including but not limited to any required backup or supporting documentation) has been submitted.

10.4.3 Review of Applications. LCRA shall, after receipt of each payment application, either proceed to make payment thereof or return the application to Contractor indicating LCRA's reasons for refusing to make payment. In the latter case, Contractor may make the necessary corrections and resubmit the application. LCRA may refuse to recommend, in whole or in part, any payment if, in LCRA's opinion, it would be incorrect to make such recommendation. LCRA may revise or revoke any such payment recommendation previously made, to such extent as may be necessary in LCRA's opinion to protect LCRA from loss because:

- (i) the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- (ii) the Contract Price has been reduced by Change Orders;
- (iii) LCRA has been required to correct defective Work or complete Work in accordance with this Contract; or
- (iv) LCRA has actual knowledge of the occurrence of any event constituting cause for termination as defined in this Contract.

10.4.4 Progress Payments. Subject to the provisions of the Contract Documents, the amount of each progress payment will be computed as follows:

- (i) items included in the Contract Price properly allocable to such completed Work as determined by the actual completion of each portion of such Work as of the date covered by the payment application, subject to the limiting allocation of the Contract Price for each portion of the Work in the Schedule of Values, less applicable retainage as set forth herein; plus
- (ii) that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Site for subsequent incorporation (within the next sixty (60) days) in the completed construction (or, if approved in writing and in advance by LCRA, suitably stored off the Site at a location agreed upon in writing), less applicable retainage as set forth herein; minus
- (iii) the aggregate of previous payments made by LCRA; and minus
- (iv) amounts, if any, for which LCRA has withheld or nullified payment as provided herein.

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In addition, each Application for Payment may include requests for payment on account of changes in the work to the extent completed which have been properly authorized by a Change Order, minus applicable retainage as set forth herein. All payments from LCRA will be paid to Contractor within forty-five (45) days of payment application receipt.

10.4.5 Reduction in Payment. LCRA may withhold or nullify the whole or part of any payment request to such extent as may be necessary on account of:

- (i) defective Work not remedied;
- (ii) third party Claims filed or reasonable evidence indicating probable filing of such Claims;
- (iii) improper failure of Contractor to make payments to Subcontractors or for labor, materials or equipment;
- (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (v) damage to LCRA or any third party;
- (vi) reasonable evidence that the Work will not be completed within the Substantial Completion Date;
- (vii) failure of Contractor to submit a Schedule of Values in accordance with the Contract Documents;
- (viii) failure of Contractor to submit a submittal schedule in accordance with the Contract Documents;
- (ix) failure of Contractor to submit and update a Construction Schedule in accordance with the Contract Documents;
- (x) failure of Contractor to maintain a record of changes on drawings and documents;
- (xi) Contractor's neglect or unsatisfactory prosecution of the Work, including, but not limited to, failure to clean up;
- (xii) Failure of Contractor to comply with any material provision of the Contract Documents; or
- (xiii) Failure of Contractor to properly dispose of excess wastes; or additional waste disposal costs incurred by LCRA; or

If LCRA withholds in whole or in part any payment, LCRA will identify to Contractor the reasons for such withholding. When the above reasons for withholding payment are removed, Contractor may resubmit a statement for the value of Work performed within the next month's progress payment. Withholding payment pursuant to the section shall in no way waive the obligation of any surety or sureties under any bond or bonds.

10.4.6 Actual Damages. Contractor shall be liable for any actual damages incurred by LCRA arising out of the Supplier's failure to perform on time.

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10.4.7 Liquidated Damages. If certain requirements set forth herein are not achieved by Contractor, LCRA and Contractor understand and agree that LCRA will be damaged. Since the actual damages that would be suffered by LCRA would be difficult to ascertain precisely, the Parties agree to liquidated damages, not as a penalty, but in amounts computed pursuant to the following “Schedule of Liquidated Damages.” It is understood and agreed between Contractor and LCRA that the criteria and amounts set forth in the Schedule of Liquidated Damages are reasonable, considering the damages that LCRA would sustain in such event(s), and that these amounts are agreed upon and fixed. It is further understood that payment of the Schedule of Liquidated Damages shall not relieve Contractor of its other obligations pursuant to this Agreement. The Schedule of Liquidated Damages agreed to by LCRA and Contractor shall be as follows:

(i) Failure to Meet Substantial Completion Date Deadline. Each full calendar day beyond the Substantial Completion Date shall be deemed a “Day of Delay,” subject to any unavoidable postponements as contemplated in sections 9.3, above, which shall not be counted toward any assessment of liquidated damages. For each Day of Delay, Contractor shall pay to LCRA an amount equal to Two Thousand Eight Hundred Dollars (\$2,800.00). LCRA and Contractor understand and agree that LCRA shall have the right to terminate the Agreement for Cause, and shall have the right to exercise any and all rights and remedies available to LCRA pursuant to this Agreement, or as otherwise allowed by law.

10.4.8 Payment Applications; Lien Waivers. Each Application for Payment must be accompanied by an original partial, conditional lien waiver (effective upon receipt of payment), executed by Contractor and each Subcontractor on behalf of whom payment is requested, in the amount of the payment requested by the applicable Application for Payment and by a partial, unconditional lien waiver executed by each Subcontractor, reflecting receipt of payment for all Work performed by such Subcontractor that has actually been paid for by LCRA pursuant to any previous Application for Payment and for which the Contractor should have paid the Subcontractor prior to the submission of the Application for Payment at issue. Each Application for Payment must also be accompanied by a partial, conditional lien waiver (effective upon receipt of payment), executed by the Contractor, for the full amount of the payment requested in the Application for Payment and by a partial, unconditional lien waiver executed by the Contractor, reflecting receipt of payment for all Work that has actually been paid for by LCRA pursuant to all previous Applications for Payment. In addition, each Application for Payment shall be notarized, and supported by such data substantiating the Contractor’s right to payment as LCRA may reasonably require, such as any affidavit or other statement required by any lender to LCRA, schedules of values from Subcontractors, and copies of requisitions and invoices from Subcontractors (reflecting retainage as provided for in the Contract Documents). LCRA shall not be required to process an Application for Payment until all information required by this Agreement with respect to any such Application for Payment has been submitted.

10.4.9 Retainage. LCRA shall retain five percent (5%) of the amount approved for payment from each Payment Application, which retainage shall not be released or reduced, except and only to the extent as set forth herein, until the time for Final Payment as established by this Agreement.

10.4.9.1 With respect to Work performed by Subcontractors, Contractor’s Applications for Payment shall identify and list each separate Subcontractor performing

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any work or providing any labor or materials with respect to the Project. Each Application for Payment shall also set forth the original subcontract price agreed to between Contractor and each Subcontractor for the Work to be performed by such Subcontractor, the amount, if any, by which each subcontract price has been adjusted by approved Change Orders, the amounts previously paid by Contractor to each Subcontractor, and the balance remaining due, as of the date of such payment application, with respect to each adjusted subcontract price for the Work categories identified in Contractor's then current Schedule of Values. In connection with each Application for Payment, LCRA shall withhold retainage on a line item basis equal to five percent (5%) of the amount requested for each Subcontractor identified in Contractor's Applications for Payment.

10.4.9.2 Upon Final Completion of the Work (including compliance by Contractor and its Subcontractors with all pre-requisites for the release of the retainage), LCRA shall release to Contractor the retainage then held by LCRA and such retainage shall be paid only after:

- (i) approval by the Architect/Engineer for LCRA as required under the bond proceedings

To the extent of any conflict between any other Sections of this Agreement regarding the payment of retainage, sections 10.4.9.1 and 10.4.9.2 control.

10.4.9.3 Contractor agrees that:

- (i) LCRA's release, reduction and/or payment of retainage pursuant to these provisions on a line item basis with respect to each separate Subcontractor is without prejudice to, and with the express reservation of, LCRA's rights and remedies, as set forth in the Contract Documents or established pursuant to applicable law, to withhold from or set-off against any future payments otherwise due to Contractor or any Subcontractor such amounts as are appropriate to protect LCRA from damages caused by delayed, defective, deficient or nonconforming Work or any other act, omission, negligence, breach of contract or breach of warranty. Furthermore, Contractor agrees that LCRA's release, reduction or payment of retainage pursuant to these provisions does not constitute an acceptance of the Work or a waiver or release by LCRA of any claims or rights belonging to LCRA with respect to such Work or the requirements of the Contract Documents;

- (ii) the release, reduction or payment of retainage by LCRA pursuant to these provisions does not establish the date or time for the commencement of any warranties or guarantees with respect to the Work, and that the commencement of any such warranty or guarantee periods will be governed by the other, applicable provisions of this Agreement; and

- (iii) LCRA's release, reduction or payment of retainage pursuant to these provisions on a line item basis with respect to each separate Subcontractor does

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not establish any direct contractual or other relationship between any Subcontractor and LCRA and does not establish any obligation by LCRA to pay or to verify the payment of any amounts directly to any Subcontractor, which obligation shall remain the sole responsibility of Contractor.

10.4.9.4 Other Conditions for Release of Retainage. The purpose of the retainage withheld by LCRA under this Agreement is to ensure the proper performance of this Contract. This performance requires, among other things:

- (i) proper and full performance of all the Work required by and/or reasonably inferable from the Contract Documents, including completion of punch list items and Work to be completed after Substantial Completion;
- (ii) prompt correction of Work that does not comply with the requirements of the Contract Documents;
- (iii) timely completion of the Work and the provision of adequate labor and supervision to complete the Work by the Contractor's Planned Completion Date and in accordance with the current approved schedule for the performance of the Work;
- (iv) timely and full payment of all subcontractors, sub-subcontractors, materialmen and suppliers providing Work on the Project, in the amounts and in the times required by this Agreement;
- (v) provision to LCRA at completion of the work all Record Documents, warranties and guarantees, operation and maintenance manuals and other items required by the Contract Documents;
- (vi) proper coordination and integration of the Work provided by each separate trade or Subcontractor with all other Work (which coordination and integration may include Work to be performed by individual trades or Subcontractors after the Substantial Completion of the Work assigned to them); and
- (vii) all applicable reductions in payment as defined in Section 10.4.5.

Contractor accordingly agrees that if, after providing Contractor with prior written notice, Contractor fails to correct any breach of this Agreement set forth in such notice, LCRA may use the retainage withheld pursuant to this Agreement to pay for any costs and damages incurred by LCRA as a result of the failure of the Contractor or its Subcontractors properly to perform the Agreement, including but not limited to any failure to perform the specific requirements described in this Section above.

10.5 **PAYMENTS TO SUBCONTRACTORS**

10.5.1 Timing. Contractor shall pay each Subcontractor their appropriate share of payments received by Contractor within ten (10) Calendar Days of Contractor's receipt of payment from LCRA.

10.5.2 LCRA May Furnish Information to Subcontractors. LCRA may, on request, furnish to a Subcontractor information regarding percentages of completion, requests for payment or amounts applied for by the Contractor and action taken thereon by the Architect/Engineer and LCRA on account of portions of the Work performed by such Subcontractor. However, neither

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LCRA, nor Architect/Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. Notwithstanding the foregoing, LCRA shall have the right (but not the obligation) at any time to make payments directly to Subcontractors or to make payments to the Contractor in the form of joint checks payable to the Contractor and specific Subcontractors if, after providing reasonable notice and opportunity to respond to the Contractor, LCRA has a good faith reason to believe that payments required to be made to such Subcontractor for Work performed under this Agreement have not or will not be made in a timely or complete manner by the Contractor. In any such event, the Contractor shall provide LCRA, upon request, with a detailed accounting showing all amounts paid by Contractor to such Subcontractor, all amounts remaining due under the applicable Subcontract, and with any other information reasonably requested by LCRA.

10.5.3 Indemnification. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS LCRA AND ITS OFFICERS, DIRECTORS, OFFICIALS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES PAID OR INCURRED BY LCRA IN CONNECTION WITH THE SETTLEMENT OR DEFENSE OF ANY CLAIM BY A SUBCONTRACTOR, ARISING OUT OF OR IN CONNECTION WITH THE FAILURE OF CONTRACTOR TO PAY AS PROVIDED HEREIN, ANY SUCH SUBCONTRACTOR, PROVIDED CONTRACTOR HAS BEEN PAID (SUBJECT TO ANY APPLICABLE RETAINAGE OR OFFSET), AS REQUIRED BY THIS AGREEMENT, FOR THE WORK THAT IS THE SUBJECT OF SUCH CLAIM.

10.5.4 The Contractor warrants that title (but not risk of loss) to all Work, materials and equipment covered by an Application for Payment will pass to LCRA either by incorporation in the construction or upon the receipt of payment to the Contractor for such Work, materials and/or equipment, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances ("Liens"). Contractor warrants that none of the Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Notwithstanding the foregoing, the Contractor shall remain responsible for all damage or loss to any Work, materials or equipment until Final Completion as required by the terms of this Agreement subject to any recovery from the property insurance provided by the Contractor for the Project.

10.5.5 Bonding Requirement. If any Subcontractor refuses to furnish a release or waiver required by LCRA (with respect to Work for which LCRA has made payment to the Contractor in the amounts required by this Agreement), then the Contractor shall furnish a bond for 150% of the amount claimed and in a form satisfactory to LCRA to indemnify LCRA against any such lien. If a Subcontractor files a mechanic's lien or claim for lien against the Project (and provided LCRA has paid Contractor as required by this Agreement for the Work that is the subject of such lien or claim), Contractor shall cause such lien or claim for lien to be formally released, bonded against or satisfied, and shall reimburse LCRA for all costs and expenses, including but not limited to filing fees, attorneys' fees, expert witness fees and bonding and title indemnity expenses, incurred by them in contesting, discharging, releasing or satisfying such lien or claim for lien or defending or otherwise participating in such suit. LCRA shall have the right to retain out of any payment

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then or thereafter to become due to Contractor 150% of the amount claimed in such lien to indemnify LCRA completely against the costs of any lien or claim for lien that may appear at such time in favor of any person claiming by, through or under the Contractor, including, among others, its Subcontractors, which amount shall include reasonable allowances for the projected costs, including but not limited to attorneys' fees to defend any action in connection therewith or deposits which need to be made to have such lien released against the Project. Upon the settlement of such claim or lien, LCRA shall pay any excess monies held by LCRA from such security to Contractor. Contractor shall similarly indemnify, protect and defend LCRA in respect of any lien or claim in favor of any person claiming by, through, or under it, including, among others, its Subcontractors that may appear after Final Payment has been made by LCRA to Contractor in the amounts required by this Agreement. The Contractor may contest any lien or claim covered by this Section, provided the Contractor has bonded over such lien or claim and the Contractor has agreed in writing to fully indemnify and defend LCRA with respect to such lien or claim.

10.6 FINAL COMPLETION AND FINAL PAYMENT

10.6.1 Notice of Final Completion. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, LCRA will promptly make such inspection and when LCRA finds the Work Finally Complete and acceptable under the Contract Documents and this Agreement fully performed, LCRA will process Final Payment, as required by this Agreement.

10.6.2 When Payment is Due. Final Payment is not due until the work is Finally Complete, as defined herein, and the Contractor submits to LCRA:

- (i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Project, LCRA or LCRA's property might be responsible or encumbered have been or will be paid or otherwise satisfied,
- (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to LCRA,
- (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- (iv) consent of surety or sureties, to Final Payment,
- (v) if required by LCRA, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Agreement, to the extent and in such form as may be designated by LCRA,
- (vi) an executed waiver and release signed by the Contractor discharging and waiving all claims, damages, causes of action, suits and/or liens which the Contractor may have against LCRA or the Project and relating to the Work, or the Contract Documents effective upon receipt of Final Payment, and
- (vii) executed conditional lien waivers (effective upon receipt of Final Payment to the Contractor) signed by all Subcontractors. The Contractor shall, within seven (7) business days after receipt of Final Payment from LCRA (time being of the

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essence), submit final and unconditional lien waivers from all Subcontractors who have performed Work or supplied any labor, material, equipment or services to the Project.

LCRA shall make Final Payment to the Contractor within forty-five (45) days after the satisfaction of all requirements in this Section and the receipt from the Architect/Engineer of a Certificate of Final Completion.

10.6.3 Payment not Acceptance. Unless otherwise agreed, no progress payment, Final Payment, partial occupancy or use of any portion of the Work constitutes acceptance of Work not complying with the requirements of the Contract Documents. However, acceptance of Final Payment by the Contractor or Subcontractor constitutes a waiver of all claims by the Contractor and each Subcontractor except and only to the extent specifically agreed otherwise by LCRA in writing.

ARTICLE 11 SUCCESSORS AND ASSIGNS

11.1 SUCCESSORS AND ASSIGNS

11.1.1 LCRA and the Contractor each binds itself and its successors and assigns to the other party hereto, and to the successors and assigns of such other party in respect to all covenants, agreements and obligations contained in this Agreement. However, the Contractor shall not assign this Agreement or any money due or to become due hereunder without the prior, written consent of LCRA.

ARTICLE 12 PROPRIETARY INFORMATION

12.1 TREATMENT OF PROPRIETARY INFORMATION

12.1.1 Proprietary Information “Proprietary Information” means all information which the Contractor acquires from LCRA, or arises out of the Work on the Project and concerns the present and future plans of LCRA, or pertains to the operations of LCRA’s business, or to the use of the Project (including any and all security requirements and measures at or concerning the Project Site). Proprietary Information does not include information that is or becomes part of the public domain except when such disclosure occurs in violation of this Agreement. The Contractor represents to LCRA that it has and utilizes policies and procedures, including but not limited to notices to its Subcontractors and their respective employees, designed to protect Proprietary Information and to prevent its unauthorized publication and disclosure. The Contractor agrees that LCRA’s Proprietary Information shall be subject to such policies and procedures. Specifically, and in addition, the Contractor shall take reasonable measures to prevent disclosure of such Proprietary Information to any third person and will not use any Proprietary Information other than on LCRA’s behalf, except as LCRA may otherwise authorize in writing. The Contractor also agrees to take all reasonable precautions to safeguard any documents which LCRA may supply to it hereunder which contain Proprietary Information. In this regard, Contractor agrees that if Contractor receives a request pursuant to Chapter 552 of the Texas Government Code, subpoena or other demand for disclosure or production of any Proprietary Information, Contractor shall promptly notify LCRA of such request and shall delay any disclosure of Proprietary Information

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to the full extent legally practicable, in order to allow LCRA to seek a protective order or other appropriate remedy with respect to or provide written permission for the requested disclosure. The Contractor may make copies of such documents to the extent and only to the extent necessary for the performance of its obligations hereunder. The Contractor shall, upon completion of the Project, return to LCRA or destroy all documents containing Proprietary Information. Contractor acknowledges and agrees that pursuant to the Texas Government Code, LCRA is required to make information regarding its contractual relationships generally available as public records. In this regard, Contractor acknowledges and agrees that any information provided by Contractor to LCRA with respect to the Project, this Agreement and any Work performed by the Contractor for the Project (including pricing and payment information) may be subject to public disclosure by LCRA pursuant to applicable law.

12.1.2 Public Relations. All public relations matters arising out of or in connection with the Project are the sole responsibility of and will be handled exclusively by LCRA. The Contractor shall not make any announcement or publication in connection with the Project without LCRA's prior and written approval. The Contractor may include representations of the Project, including photographs of the exterior and interior, among the Contractor's promotional and professional materials, only with the prior and written approval of LCRA.

ARTICLE 13 WORK PERFORMED BY OTHERS

13.1 LCRA'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

13.1.1 LCRA Work at the Project Site. LCRA may perform construction or operations related to the Project with its own personnel, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site, including, but not limited to construction of access roads, relocation of utilities, and plugging of gas wells. If Contractor asserts that delay or additional cost is involved because of such action by LCRA, then the Contractor shall make such Claim as provided elsewhere in the Contract Documents. Contractor shall promptly notify LCRA if any such independent action will in any way compromise Contractor's ability to meet Contractor's responsibilities under this Agreement.

13.1.2 LCRA Coordination. LCRA shall provide for coordination of the activities of LCRA's own forces and of each separate LCRA contractor with the Work of Contractor, who shall cooperate with them. Contractor shall participate with other separate contractors and LCRA in reviewing their construction schedules when directed to do so. Contractor shall make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement. The revised Construction Schedule shall then constitute the schedule to be used by Contractor, any separate contractors and LCRA until subsequently revised. LCRA is responsible to Contractor, pursuant to the applicable provisions of this Agreement, for any damage or delays to the Work caused by LCRA's own forces or its separate contractors. In case of disagreement or disputes regarding the scheduling of work by other contractors or unnecessary interference to the Work caused by lack of cooperation between separate contractors and Contractor, Contractor shall fully cooperate to resolve such disputes with or between the other contractors. Contractor shall provide access to the Work so as to fully cooperate with LCRA and other contractors in the performance of their respective work.

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13.1.3 Contractor Cooperation Required. Contractor shall afford LCRA and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate Contractor's Work and operations with LCRA and its separate contractors as required by the Contract Documents. If part of Contractor's Work depends upon proper execution construction or operations by LCRA or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, promptly report to LCRA and Architect/Engineer any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Contractor to report any such apparent discrepancy or defect shall constitute an acknowledgment that LCRA's or separate contractors' completed or partially completed construction is fit and proper to receive Contractor's Work, except as to defects not then reasonably discoverable. Costs resulting from delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor. Contractor shall promptly remedy damage wrongfully caused by Contractor to completed or partially completed construction or to property of LCRA or separate contractors as provided in this Agreement.

13.1.4 Contractor Delay of LCRA or Other's Work. Should Contractor wrongfully delay or cause damage to the work or property of any separate contractor, Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues LCRA on account of any delay or damage alleged to have been caused by Contractor, LCRA shall notify Contractor who shall defend such proceedings at Contractor's sole expense to the extent of Contractor's liability.

ARTICLE 14

PROTECTION OF PERSONS AND PROPERTY

14.1 SAFETY PRECAUTIONS AND PROGRAMS

14.1.1 Safety. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. In this regard, the Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing any of the Work and all other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor or any of its Subcontractors, and (3) other property at the Site or reasonably proximate thereto, including trees and other natural habitat, roadways, structures and utilities.

14.1.2 Safety Plan. Prior to commencing the Work, Contractor shall develop and submit to LCRA for review and approval a comprehensive Safety Plan for the Work on the Project. The Contractor shall then comply with the safety plan as approved by LCRA.

14.1.3 Contractor Compliance with Codes. The Contractor shall give all notices and comply with all applicable Codes, ordinances, rules, regulations and lawful orders imposed by any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall conduct such activities under the supervision of properly qualified personnel. The Contractor shall designate a responsible member of its organization at the Site whose primary responsibility is

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safety. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. The Contractor shall provide adequate fire protection equipment and safeguards to protect LCRA's and Contractor's interests in accordance with LCRA's insurance carrier's requirements.

14.1.4 Contractor Responsible for Safeguards. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities, and erecting necessary plankings, bridges, shoring, bracing, lights and warning signs necessary for the protection of roadways, adjacent property and the public. Contractor shall protect all finished Work as soon as same is erected and shall maintain such protection until such time as no longer required. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, except damage or loss attributable to the acts or omissions of LCRA, Architect/Engineer, any separate contractors or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The Contractor shall prepare and submit to LCRA an Emergency Action Plan to protect the safety of persons and property in the event of emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion and consistent with the Emergency Action Plan, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Agreement.

ARTICLE 15 UNCOVERING AND CORRECTION OF WORK

15.1 UNCOVERING OF WORK

15.1.1 If any portion of the Work should be covered contrary to the request of the Architect/Engineer or LCRA or requirements specifically expressed in the Contract Documents, it must, if required by LCRA, be uncovered for observation by the Architect/Engineer, LCRA's Consultants and/or LCRA's Representative and shall be replaced at the Contractor's expense. If any other portion of the Work has been covered which the Architect/Engineer or LCRA did not specifically request to observe prior to being covered, LCRA may instruct the Contractor to uncover the Work. If such Work shall be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to LCRA. If such Work shall be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it shall be found that this condition was caused by a separate contractor as provided herein, in which event LCRA shall be responsible for the payment of such costs.

15.2 CORRECTION OF WORK

15.2.1 The Contractor shall promptly correct all Work rejected by LCRA as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the additional services of the Architect/Engineer made necessary thereby. The Contractor shall remove from the Site all portions of the Work which are defective or non-conforming and which have not been corrected

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under this Section, unless removal is waived by LCRA. If the Contractor has not commenced and continued to correct defective or non-conforming Work as provided in this Section within seven (7) days after notice to do so from LCRA, then LCRA may correct it in accordance with the provisions of this Agreement. The Contractor shall bear the cost of making good all work of LCRA or any separate contractors retained by either of them which is destroyed or damaged by such correction or removal. If LCRA prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an equitable reduction in the Contract Price.

ARTICLE 16 TERMINATION OF THE CONTRACT

16.1 TERMINATION BY LCRA

16.1.1 Termination by LCRA Generally. LCRA may terminate this Agreement, with or without cause, upon giving advance written notice to the Contractor at least seven days prior to the termination. In the event LCRA terminates this Agreement without cause or decides not to proceed with a portion of the Project prior to the commencement of construction Work by the Contractor or reduces the scope of the Project, the Contractor agrees to cooperate with LCRA, including without limitation turning over Project records, delivering copies of all subcontracts and facilitating assignment thereof (if requested by LCRA), and turning over all materials purchased by Contractor for the Project.

16.1.2 Termination for Convenience. In the event LCRA terminates this Agreement without cause by the Contractor, the Contractor shall be entitled to compensation only for the Work performed by the Contractor pursuant to the applicable provisions of this Agreement and subject to the terms set forth in this Agreement, up to and including the date of termination. Such compensation is due and payable to the Contractor thirty (30) days after the receipt and approval by LCRA of an Application for Final Payment complying with the applicable provisions of this Agreement. LCRA agrees that acceptance of such Work shall not be unreasonably withheld. Further, in the event LCRA so terminates this Agreement without cause LCRA shall pay for the reasonably incurred cost of services, materials and supplies ordered prior to the date of written notice of termination given to the Contractor, for use in connection with the Project and necessary for the reasonable discharge of the Contractor's responsibilities under this Agreement, or, if applicable, cancellation charges for such services, materials and supplies, to the extent such services, materials and supplies cannot be discontinued by the Contractor without cost or penalty upon notice of termination. In addition to the foregoing, if the Contractor is so terminated without cause, LCRA shall pay the Contractor for the reasonable costs of clean-up, removal of debris and removal of equipment, trailers and machinery used at the Site of the Project incurred as a result of the termination.

16.1.3 Termination for Cause. In the event LCRA terminates this Agreement with cause, the Contractor is not entitled to any further compensation and shall be liable to LCRA for all costs and damages (including attorneys' fees and court costs, the costs of completing and/or correcting the Work required of the Contractor pursuant to the Contract Documents and all damages incurred by LCRA as a result of the Contractor's failure to complete the Work within the time and manner required by the Contract Documents) incurred by LCRA as a result of the negligence, errors,

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omissions or breach of contract of the Contractor, its Subcontractors and any other persons or entities for whom the Contractor may be liable pursuant to the terms of this Agreement. After all such damages have been paid to LCRA by the Contractor (or deducted from any amounts then retained by LCRA pursuant to this Agreement), the Contractor is entitled to the amount, if any, remaining due to the Contractor only for the Work performed by the Contractor, pursuant to the provisions of this Agreement, up to and including the date of termination. Any termination by LCRA pursuant to this Section 16.1.3 that is later determined to be unjustified or without cause shall be treated as a termination without cause pursuant to this Agreement and Contractor's remedies for such termination shall be limited to those set forth in Section 16.1.2, above. Prior to any termination for cause, the Contractor shall be given a 30-day cure period to address any deficiencies. If LCRA terminates this Agreement for cause, LCRA will not take possession of the Contractor's plant or equipment.

16.1.4 Cause Defined. The term "with cause" means:

- (i) any failure by the Contractor to comply in a full, timely and proper manner with the requirements of this Agreement or any other Contract Document;
- (ii) any breach of warranty or breach of contract relating to the Project; or
- (iii) any circumstance in which the Contractor:
 - (a) is insolvent or bankrupt,
 - (b) is otherwise unable to pay its debts as they become due,
 - (c) has made an assignment for the benefit of creditors or has petitioned or applied to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets;
 - (d) shall have any such petition or application referred to in subsection (c) above filed or any such proceeding commenced against it in which an order for relief is entered or adjudication or appointment is made and which remains undismissed for a period of thirty (30) days or more; or
 - (e) by any act or omission shall indicate its consent to, approval of, or acquiescence in any petition, application, or proceeding in bankruptcy, or order for relief, or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties; or
 - (f) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more.

16.2 TERMINATION BY THE CONTRACTOR; RIGHT TO STOP WORK

16.2.1 Suspension and Termination for Non-Payment. If LCRA fails to make an undisputed payment to the Contractor for Work performed by the Contractor and accepted by LCRA within forth-five (45) days after such payment is due under this Agreement, then the Contractor may, upon seven (7) days additional written notice to LCRA, stop the Work until

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payment of the amount due has been received. In such event, the Contractor is not responsible for any delay to the completion of the Work caused by such stoppage and the Contractor's Planned Completion Date will be extended accordingly. Further, in the event LCRA fails to make payment to the Contractor within ninety (90) days after such payment is due, the Contractor may, upon seven (7) days additional written notice to LCRA, terminate this Agreement. The termination shall then take effect without further notice to LCRA. LCRA has the right to cure by making payment as required by this Agreement prior to the expiration of the seven (7) day termination notice period, which shall effectively eliminate all grounds for termination based upon Contractor's failure to receive payment pursuant to this Agreement. In the event of termination pursuant to this Section, the Contractor shall be entitled to compensation only for the Work performed by the Contractor in compliance with the Contract Documents and subject to the limitations set forth in this Agreement, up to and including the date of termination. LCRA agrees that acceptance of such services shall not be unreasonably withheld. Further, in the event of such termination, LCRA is liable for the reasonably incurred cost of services, materials and supplies ordered prior to the date of notice of termination by the Contractor, for use in connection with the Project and necessary for the reasonable discharge of the Contractor's responsibilities under this Agreement, or, if applicable, cancellation charges for such services, materials and supplies, to the extent such services, materials and supplies cannot be discontinued by the Contractor without cost or penalty upon notice of termination. In addition to the foregoing, if the Contractor terminates this Agreement pursuant to this Section, LCRA will be responsible to the Contractor for the reasonable costs of clean-up, removal of debris and removal of equipment, trailers and machinery used at the Site of the Project incurred as a result of the termination.

16.3 SOLE REMEDY

16.3.1 Contractor's Sole and Exclusive Remedy. The Contractor's sole and exclusive rights in the event of termination shall be those set forth in Sections 16.1.1 through 16.2.1 above, and the Contractor shall be entitled to no additional compensation or damages and shall have no additional or other rights of any kind, type or nature arising out of or under this Agreement by virtue of any termination of this Agreement, regardless of the circumstances or reasons relating to such termination. Payment by LCRA to the Contractor of any monies pursuant to this Article 16 does not constitute a waiver of any remedies which LCRA may otherwise have against the Contractor for any failure of the Contractor to perform in accordance with this Agreement.

16.4 SUSPENSION BY LCRA FOR CONVENIENCE

16.4.1 Suspension. LCRA may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as LCRA may determine. LCRA shall make an adjustment to the Contract Price and/or Contractor's Planned Completion Date pursuant to and to the extent required by this Agreement for any suspension, delay or interruption ordered by LCRA without cause, except that no adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Agreement.

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ARTICLE 17 WARRANTIES AND GUARANTEES

17.1 WARRANTIES OF CONTRACTOR

17.1.1 Contractor's Warranty of the Work. Contractor represents and warrants to LCRA that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that the Work will be in conformance with the Contract Documents and free from faults and defects in material and workmanship. In addition, the Contractor guarantees that all Work will be free from failure or defect as a result of ordinary usage for a period of three (3) years from the date of Final Completion for all of the Work, or any other period specified in the Contract Documents with respect to any specific equipment, systems or components comprising the Work. All Work not conforming to these standards, as determined by LCRA, will be considered defective. If required by LCRA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The foregoing warranties survive any termination of this Agreement or expiration of the Contract Documents.

17.1.2 LCRA's Remedies for Breach of Warranty. Contractor hereby agrees, at its own expense and cost including, but not limited to, the cost of any services required from the Architect/Engineer, to make or cause to be made all repairs, removal or replacements necessitated by defects in materials or workmanship supplied under the terms of the Contract Documents. Contractor bears the cost of making good all work of LCRA or any separate contractors destroyed or damaged by such correction or removal. Contractor also agrees to hold LCRA harmless from liability of any kind arising from damages due to said defects. The Contractor shall correct promptly after receipt of written notice from the LCRA Representative of any defects in material or workmanship which exist prior to or during the period of any warranty or guarantee provided herein and any damage to other Work or property caused by such defects or the repairing of such defects, at Contractor's own expense and without cost to LCRA. If Contractor fails to make the repairs and replacements promptly, LCRA may do so, and Contractor will be liable for the costs thereof, including, but not limited to the cost of services by the Architect/Engineer made necessary by such failure.

17.1.3 Warranty Period is not a Limitations Period. Nothing contained in Sections 17.1.1 through 17.1.3 may be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents. The establishment of the time period of three (3) years after Final Completion or such other period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and shall not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations or responsibility for damages suffered by LCRA other than specifically to correct the Work. Contractor's obligations under Sections 17.1.1 through 17.1.3 will survive the termination of this Agreement or expiration of the Contract Documents. The guarantees required by this Article 17 may not be construed to modify or limit, in any way, any rights or actions which LCRA may otherwise have against the Contractor, or any other obligations which Contractor might have, by law or statute, or in equity, or under the Contract Documents or otherwise.

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17.1.4 Subcontractors' and Manufacturer's Warranties. All guarantees or warranties of equipment, systems, or materials furnished to the Contractor or Subcontractors by any manufacturer or supplier run to the benefit of, and are hereby assigned to, LCRA. If any manufacturer or supplier of any system, equipment or material furnishes a guarantee or warranty for a period in excess of three (3) years from the date of Final Completion of the Project, the Contractor's warranties, as provided herein and in the Contract Documents, extend for like period as to such equipment or material. If the Contractor desires to use or operate any equipment furnished or installed by the Contractor or its Subcontractors prior to the date of Final Completion for the Project, it shall first receive the approval of LCRA and provide LCRA with an extended warranty for such equipment (the cost of which shall be considered part of the Contract Price) so that such equipment will be warranted for three (3) year after the date of Final Completion notwithstanding such earlier use.

ARTICLE 18 INSURANCE AND BONDS

18.1 INSURANCE REQUIREMENTS

18.1.1 Insurance Required. Contractor shall purchase and maintain at Contractor's sole cost and expense, the insurance indicated below issued by insurance companies authorized to do business in the State of Texas and having a minimum A.M. Best's rating of A-VII, which insurance shall be specific and limited to claims arising out of this Project. All insurance required under this Article 18 (except for the insurance required under Section 18.2) will be obtained and maintained from the effective date of this Agreement through the completion of all Work under this Agreement (including any warranty period under this Agreement and Final Commissioning). The insurance required by Section 18.2 will be obtained prior to the Contractor's performance of any Work at the Site and maintained until Final Completion. The insurance required by this Article 18 can be provided, at the option of the Contractor, through a project specific Contractor-Controlled Insurance Program ("CCIP"), provided that the CCIP provides coverage in the nature, amounts and limits required in this Article 18. Contractor shall furnish to LCRA certificates of such insurance policies prior to commencing any Work and shall maintain the certificates and full copies of the applicable insurance policies at the Project Site and shall make those documents available to LCRA for review and inspection upon request, which certificates shall specify that such insurance will not be canceled or modified until at least thirty (30) days' written notice has been given to LCRA. The following insurance (other than Worker's Compensation and Professional Errors and Omissions Liability insurance) shall name LCRA, and all persons and entities that Contractor is required to indemnify pursuant to this Agreement, as additional insureds:

- (i) Statutory Worker's Compensation and Employer's Liability. Worker's Compensation as required by Statute. Employer's Liability coverage shall provide (a) \$1 Million Bodily Injury by Accident, per accident; (b) \$1 Million Bodily Injury by Disease, each employee; and (c) \$2 Million Bodily Injury by Disease, policy limit.
- (ii) Commercial General Liability, including contractual liability and contractor's protective liability (covering all damage to persons or property

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arising from the Work). Coverage must equal \$1,000,000 per occurrence combined single limit for bodily injury, including personal injury, property damage, products, and completed operations, and \$2 million per aggregate.

(iii) Automobile liability, including non-owned and hired car liability. Coverage may not be less than \$2,000,000 per accident combined single limit for bodily injury and property damage.

(iv) Umbrella Liability (exclusive of defense costs if applicable) in excess of all liability insurance policies referenced above, including but not limited to Commercial General Liability Products and Completed Operations, Automobile liability and Contractor's Liability Coverage. \$10 million aggregate.

(v) Property insurance on an "all risk" or "special risk" form covering all property such as tools, equipment and machinery used by Contractor or applicable Subcontractor in the performance of the Work (whether owned or leased) and containing a waiver of subrogation in favor of LCRA. Limits not less than "Replacement Cost Value."

(vi) Contractor's Pollution Liability Insurance, covering any pollution, environmental hazard or related exposure arising or resulting from the Work and any fines, penalties, damages and costs (including clean up) resulting therefrom and including transit coverage and coverage for non-owned disposal sites. Coverage shall equal \$1,000,000 per occurrence and \$5,000,000 aggregate.

18.1.2 Subcontractors' Insurance. Before permitting any of its Subcontractors to perform any Work at the Project Site, Contractor shall obtain a certificate of insurance from each Subcontractor evidencing that such Subcontractor has obtained insurance in the same amount, terms and form as the insurance required of Contractor under Article 18 (with the exception of the Umbrella Excess Liability insurance and the Builder's Risk Policy). All policies of Subcontractors shall include all items required of Contractor in the Contractor Insurance Policies (including naming LCRA and its Affiliates (including the respective officers, directors, employees and agents of each of the foregoing) and Architect/Engineer as additional insureds) and a waiver of any right of subrogation of the insurers thereunder against LCRA, Contractor and its Subcontractors, and any right of the insurers to set-off or counterclaim, offset or any other deduction, whether by attachment or otherwise, in respect of any liability or any such Person insured under such policy. Contractor shall cause each Subcontractor to waive all rights of recovery against LCRA, Contractor and its other Subcontractors for damages to the extent covered by the Contractor insurance policies.

18.1.3 Policy Forms. All policies of liability insurance required under the terms of this Article 18 (except for the Professional Errors and Omissions Insurance) must be on an "occurrence" form. Each such Contractor insurance policy shall provide, either in its printed text or by endorsement, that (i) it is primary with respect to the interest of LCRA and its Affiliates (including the respective officers, directors, employees agents of each of the foregoing) and (ii)

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any other insurance maintained by LCRA and its Affiliates is in excess of and not contributory to the Contractor insurance policies in all instances, regardless of any like insurance coverage that LCRA or its designated Affiliates may have. Certificates of Insurance showing such coverages to be in force shall be filed with LCRA prior to the commencement of the Work and renewals furnished prior to expiration of any coverage herein. If the Contractor shall fail to deliver any required certificates of insurance to LCRA within forty-eight (48) hours of demand, LCRA may obtain such insurance and Contractor agrees to repay LCRA on demand all amounts paid therefor, or LCRA may deduct all payments made in procuring such insurance from any money due or to become due to Contractor under this Agreement. The limits of insurance required by Article 18.1 may be provided by any combination of base policy coverage and associated excess coverage. The coverage limits required for Commercial General Liability may be satisfied through any combination of primary liability and umbrella liability policies, provided that the umbrella liability coverage must also be excess over the automobile liability and employers' liability policies required by this Agreement.

18.1.4 Additional Workers' Compensation Requirements. With respect to the required worker's compensation coverage, the Contractor shall provide LCRA, prior to commencing the Work, with a Certificate of Coverage ("Certificate"), *i.e.*, a copy of a Certificate of Insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Division of Workers' Compensation (the "DWC"), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, and through the end of all workers being on the Site. If the coverage period shown on the Contractor's 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 LCRA showing that the coverage has been extended. In this regard, the duration of the Project shall include the time from the beginning of the Work on the Project until all persons performing Work or services on the Project have finished and the Work has been Finally Completed. For purposes of the worker's compensation coverage, "persons providing services on the Project" (including a "subcontractor" under section 406.096 of the Texas Labor Code) shall mean and include all persons or entities performing all or part of the Work that 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 such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" shall mean and 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 and office supply deliveries.

18.1.5 Proper Classification of Workers Required. The Contractor shall provide the required worker's compensation coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage contracts, in compliance with 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. The Contractor shall obtain from each Subcontractor or other person providing Work or services on the Project, and provide to LCRA: (i) a certificate of coverage, prior to that person beginning Work on the Project, so that LCRA will have on file certificates of coverage showing coverage for all persons providing Work or

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services on the Project; and (ii) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project. The Contractor shall retain all required certificates of coverage on file for the duration of the Project and for one year thereafter. The Contractor shall notify LCRA in writing by certified mail or personal delivery, within ten (10) days after the Contractor knows of any change that materially affects the provision of coverage of any Subcontractor or person providing Work or services on the Project.

18.1.6 Worker's Compensation Notice; Requirements for Subcontractors. The Contractor shall post at the Project Site a notice, in the text, form, and manner prescribed by the DWC, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. The Contractor shall contractually require each person with whom it contracts to provide services on a Project to:

- (i) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage, 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;
- (ii) 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;
- (iii) 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;
- (iv) obtain from each other person with whom it contracts, and provide to the Contractor: a Certificate of Coverage, prior to the other person beginning Work on the Project; and a new certificate of coverage showing extension of the coverage period, 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;
- (v) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter; and
- (vi) notify LCRA in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

18.1.7 Contractor's Representations Regarding Insurance. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to LCRA that all employees of the Contractor and its Subcontractors 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 will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the DWC. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, or other civil actions. The Contractor's failure to comply with any of these provisions shall be a breach of this Agreement which entitles LCRA to terminate the Agreement for cause if the

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Contractor does not remedy the breach after receipt of notice within the applicable time established in Article 16 of this Agreement.

18.1.8 Form of Notice. The following is the form of notice of workers' compensation coverage prescribed by the DWC. Pursuant to Workers' Compensation Rule §110.110(d)(7), this notice (DWC Notice 8) must be printed with a title in at least 30-point bold type, and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population:

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other services related to the project, regardless of the identity of their employer or status as an employee.

Call the Division of Workers' Compensation at 512-804-4345 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

18.1.9 Premiums and Deductibles. Contractor shall be responsible for all premiums, deductibles and self-insured retentions, if any, stated in any policies required to be procured by Contractor under this Agreement. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. The deductible portion of each type of coverage except for Workers' Compensation and General Liability shall not exceed ten percent (10%) of the coverage limit. The deductible portion of the Workers' Compensation and General Liability policies shall not exceed 25% of the coverage limit. Contractor hereby waives subrogation rights of all its insurance carriers and their successors and assigns against LCRA and its officers, directors, officials and employees. All endorsements naming LCRA as additional insured, waivers, and notices of cancellation endorsements as well as the certificate of insurance shall indicate: Lower Colorado River Authority, Supply Management Department, P.O. Box 220, Austin, Texas 78767.

18.2 PROPERTY INSURANCE

18.2.1 Required Property Insurance. The Contractor shall purchase and maintain property insurance upon the entire Work at the Project Site to the full insurable value thereof. This insurance shall include as insureds LCRA, the Contractor and its Subcontractors as their interests may appear. Coverage shall insure against the perils of fire, extended coverage and shall include "All Risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, transit, collapse, flood and earthquake. Contractor shall provide a copy of the builder's risk insurance policy no later than thirty (30) days prior to Contractor's performance of any Work at the Project Site. The Contractor shall be responsible for any coinsurance penalties or deductibles under such insurance and for all such damages that are not paid due to such penalties or deductibles. If LCRA's property is being transported or stored off Site by Contractor, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect LCRA's property.

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18.2.2 Early use of Project. If LCRA finds it necessary to use a portion or portions of the Project prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by LCRA and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. The property insurance procured by Contractor shall not be canceled or lapsed on account of such partial occupancy. Consent of the Contractor and of the insurance company or companies to LCRA's early occupancy or use of all or any part of the Project shall not be unreasonably withheld.

18.2.3 Adjustment of Losses. Any loss insured under Section 18.2.1 is to be adjusted with the Contractor as trustee for the insureds, as their interests may appear. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement (written where legally required for validity) shall require each Subcontractor to make payments to its Subcontractors in similar manner. If required in writing by any party in interest, the Contractor as trustee shall, upon the occurrence of an insured loss, deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with a judgment, in which case the procedure shall be as provided. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order or CCD.

18.3 WAIVER OF SUBROGATION; REQUIRED BONDS.

18.3.1 Mutual Waiver of Subrogation; Limitations of Scope. LCRA and Contractor waive all rights against (1) each other and the Subcontractors, agents and employees each of the other, and (2) the Architect/Engineer, LCRA's Consultants and separate contractors, if any, and their subcontractors, to the extent paid by insurance obtained pursuant to this Agreement and applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the other as trustee. The foregoing waiver afforded the Architect/Engineer, his agents and employees shall not extend to the liability of the Architect/Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect/Engineer, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage. Contractor shall require all Subcontractors by appropriate agreements, to provide similar waivers in favor of all the parties enumerated in this Section.

18.3.2 Payment and Performance Bonds Required. In connection with the execution of this Agreement, the Contractor shall provide separate performance and payment bonds, each with a penal sum equal to one hundred percent (100%) of the Contract Price. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. All bonds must be issued by a solvent U.S. corporate surety acceptable to LCRA and authorized to do business in the State of Texas, and must meet any other requirements established by law. The bonds shall be executed or countersigned by a Texas resident agent. All bonds shall be in the form (attached hereto as Exhibit 6) prescribed by the Contract Documents, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified

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copy of such agent's authority to act. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%). If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in the State of Texas is terminated or it ceases to meet the requirements of this Section, Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which shall comply with the requirements herein. If LCRA does not receive a replacement bond within ten (10) calendar days, LCRA may at its sole discretion and at Contractor's sole expense, order the Contractor to stop work immediately.

ARTICLE 19 GENERAL SERVICES AND TEMPORARY FACILITIES

19.1 GENERAL

19.1.1 Except to the extent LCRA has already provided any general services and temporary facilities identified in the Specifications, the Contractor shall be responsible for arranging for and providing all general services and temporary facilities as required for the proper and expeditious prosecution of the Work including but not limited to all such services and facilities required by the Specifications. The Contractor shall pay all costs for such general services and temporary facilities, unless otherwise specified, until termination of this Agreement.

19.2 OFFICES AND STORAGE FACILITIES

19.2.1 To the extent provided by LCRA, the Contractor shall occupy the storage facilities provided by LCRA for the use of Contractor's personnel, (and for use by LCRA and Architect/Engineer) as are set forth in the Specifications or otherwise agreed to by LCRA and Contractor. Any additional field offices, utilities, furnishings, equipment and storage facilities shall be provided by Contractor. The Contractor shall, after consultation and agreement with LCRA:

- (i) completely remove temporary offices, storage facilities, materials, and equipment at the completion or termination of this Agreement;
- (ii) repair damage caused by installation or use of temporary facilities;
- (iii) clean after removal; and
- (iv) restore existing or permanent facilities used for temporary purposes to specified, or to original condition.

19.3 TELEPHONE, EMAIL OR FAX SERVICE

19.3.1 The Contractor shall arrange with a local telephone service company to provide cell phone and email at the Site for the use of personnel and employees and pay all costs for maintenance and removal, and service charges.

19.4 FIRE PROTECTION

19.4.1 The Contractor shall provide a fire protection and prevention program for employees and personnel at the Site; and provide and maintain fire extinguishing equipment ready for instant use at all areas, as required to supplement temporary or permanent fire extinguishing equipment

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as provided by any applicable codes or laws. The Contractor shall enforce fire-safety discipline, including without limitation: (1) store volatile material in an isolated, protected location; (2) avoid accumulations of flammable debris and waste in or about the Project; (3) prohibit smoking or other tobacco use at the Project Site; (4) closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions; and (5) supervise locations and operations of portable heating units and fuel. The Contractor shall maintain fire extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher, as required by Code.

19.5 TEMPORARY FIRST AID

19.5.1 The Contractor shall provide first aid equipment and supplies, with qualified personnel as required by Codes.

ARTICLE 20 CLAIMS AND LITIGATION

20.1 DEFINITIONS

20.1.1 Claim Defined. A “Claim” or “claim” is a demand or assertion by one of the parties seeking damages or any kind or equitable relief, including specific performance, and all other disputes and unresolved controversies between LCRA and Contractor arising out of or relating to this Agreement or the Project. “Claim” shall also include all Change Order requests, CCDs, requests for Modification, and RFIs that have been denied and remain unresolved after all procedures provided for in the Contract Documents have been exhausted. All Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

20.2 LIMITATION ON CLAIMS BY CONTRACTOR

20.2.1 Prior Notice Required. Prior to making a Claim Contractor must notify LCRA of the unanticipated site condition, Material Change or Excused Delay in accordance with Sections 2.4.1.2, and 6.1.1.

20.2.2 Time Period for Making a Claim. No Claim by the Contractor (regardless of the reason therefor) may be made later than 90 (ninety) days after the occurrence of the event or condition giving rise to such Claim. The failure to make any such Claim in writing and within the time limits established by this Section (time being of the essence) shall mean that the Claim has been waived by the Contractor, and that the Contractor shall be precluded from any recovery of any kind in connection with the event, occurrence or condition giving rise to said claim and that the Contractor shall perform all Work required by or in connection with any such event or condition without any increase in the Contract Price, any other increase in compensation or other damages of any kind or nature. In the case of a continuing cause of delay, only one claim is necessary.

20.3 DISPUTES; MEDIATION; LITIGATION

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20.3.1 General Terms. No Party shall institute litigation over any Claim of other dispute between or among them unless and until the procedures set forth in Sections 20.3.1.1 and 20.3.1.2 have both been completed.

20.3.1.1 Negotiation Among Senior Managers. If the Parties are unable to resolve a Claim or other dispute between the Parties' representatives, a Party shall make a written request for a meeting to be held between representatives of each Party within fourteen (14) Days of the request or such later period that the Parties may agree to. Each Party shall include in the meeting, at a minimum, one (1) previously uninvolved senior-level decision-maker duly authorized to negotiate and extend settlement offers on behalf of their respective organizations. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below.

20.3.1.2 Mediation. If the Parties are unable to resolve a Claim or other dispute through senior-level negotiations as set forth in Section 20.3.1.1 and prior to any litigation, the Parties shall submit any dispute between LCRA and Contractor to nonbinding mediation to be conducted in Austin, Texas before a single mediator mutually selected by the parties. If the Parties are unable to agree on the selection of a mediator, then at the request of either party the mediator shall be appointed by the then presiding Administrative Judge for the state district courts of Travis County, Texas. Any mediation requested by either party, (or any litigation or other dispute resolution proceeding agreed to by the parties) may include, by consolidation, joinder or other appropriate motion, any additional person or entity not a party to this Agreement, including the Architect/Engineer and any Subcontractors on the Project, provided such person or entity is substantially involved in a common question of fact or law arising out of or relating to the same transaction or subject matter involved in the mediation or related litigation or proceeding.

20.4 RECOVERY FOR CLAIMS

20.4.1 The Contractor agrees that its sole and complete remedy with respect to any successful Claim (including but not limited to Claims based on changes to the Work, changed conditions or delay, impact or acceleration) is the actual increased cost, if any, incurred by the Contractor as a result of the event, occurrence or condition giving rise to the Claim (as allowed and calculated pursuant to Article 6 and herein, as applicable) plus the percentage of such amount for profit and overhead permitted by Sections 6.2.3. This amount is inclusive of all delay, acceleration, impact or other costs allegedly incurred as a result of such occurrence or condition and no additional damages or costs may be recovered by the Contractor.

ARTICLE 21 MISCELLANEOUS PROVISIONS

21.1 NO WAIVER

21.1.1 The failure of LCRA to insist upon strict performance of any of the terms, covenants, or conditions of the Contract Documents, or to exercise any option in the Contract Documents in

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any one or more instances, may not be construed as a waiver or relinquishment for the future of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect. Any waiver by LCRA of any failure by the Contractor to comply with the Contract Documents must be expressly waived in writing by the LCRA Agent and shall be limited to the specific matter waived and shall not be construed as a waiver of continued or future failures or defaults. Any delay by LCRA in the exercise of remedies is not a waiver of those remedies.

21.1.2 The failure of LCRA to notify the Contractor of any default under the Contract Documents is not an acceptance by LCRA of any such default by Contractor, nor a waiver of LCRA's right to declare a default for any such default or subsequent breach.

21.2 SEVERABILITY

21.2.1 In case any one or more provisions set forth in the Contract Documents or the application thereof to any person or circumstances is for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability will not affect any other provision of the Contract Documents or the application of such provisions to other persons or circumstances. The Contract Documents shall be enforced to the greatest extent permitted by law. If, in LCRA's judgment, such invalidity, illegality or unenforceability materially alters this Agreement, LCRA may terminate this Agreement in accordance with the provisions set forth herein.

21.3 NO THIRD PARTY BENEFICIARIES

21.3.1 The Contract Documents are not intended, and may not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

21.4 MODIFICATIONS TO BE IN WRITING

21.4.1 No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents will be held to be waived or modified by reason of any act whatsoever other than by a written Modification hereof as defined in Section 2.2.2 above and no evidence may be introduced in any proceeding of any other waiver or modification.

21.5 COUNTERPARTS

21.5.1 The Contract Documents may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement. Fax and PDF signatures are valid.

21.6 RIGHTS AND REMEDIES

21.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LCRA constitutes a waiver of any right or duty afforded to LCRA under this Agreement, nor does any

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such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement by the Contractor except as may be specifically agreed by LCRA in writing. Nothing in this Agreement shall be considered a waiver of any defense or immunity provided by law to any party.

21.6.2 No partner, member, officer, employee, representative, consultant or agent of LCRA may be held personally liable to the Contractor under any term or provision of this Agreement for payment obligations of LCRA or otherwise, or because of any breach of this Agreement. The Contractor agrees to look solely to the assets of LCRA for the satisfaction of any liability of LCRA hereunder.

21.7 TESTS

21.7.1 If the Contract Documents or Codes require any portion of the Work to be inspected, tested or approved, the Contractor shall coordinate and schedule all such testing and give LCRA timely notice of its readiness and of the date arranged so that LCRA and/or Architect/Engineer may observe such inspection, testing or approval if desired or required. The cost of all such initial testing and inspections required by the Contract Documents or Codes will be paid for by the Contractor as part of the Work and included in the Contract Price.

21.7.2 If any additional testing or inspection, beyond that required by the Contract Documents or Codes, is requested or required by LCRA, the Contractor shall coordinate and schedule such testing and shall give LCRA timely notice of its readiness and the date arranged so that LCRA and Architect/Engineer may observe such inspection or testing. If any such additional inspection or testing reveals a failure of the Work to comply:

- (1) with the requirements of the Contract Documents, or
- (2) with Codes applicable to the Project or performance of the Work,

the Contractor shall bear all costs thereof, including the Architect/Engineer's additional services made necessary by such failure; otherwise LCRA shall bear such costs, and an appropriate Change Order shall be issued in accordance with Article 6.

21.7.3 All required certificates of inspection, testing or approval shall be secured by the Contractor and shall promptly be delivered to LCRA.

21.8 TITLE OF WORK

21.8.1 The title of all Work completed in course of construction and of all materials paid for by LCRA (disregarding retainage) shall be in the name of LCRA.

21.9 AUDIT

21.9.1 Credit for Discounts. Contractor agrees that all discounts or credits, volume rebate payments, commissions or other incentives to which Contractor may be entitled in connection with the Work shall accrue and belong to LCRA and are included in current contract price. Contractor shall not procure any Work that is subject to any such discount, credit, rebate, commission or other incentive without prior disclosure to and approval of LCRA. Contractor further represents that:

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- (i) Contractor is the only person or entity with an interest in this Agreement and that this Agreement is entered into by Contractor without any connection with any other person or entity (other than the Subcontractors retained by Contractor in connection with the Work);
- (ii) this Agreement has been obtained, negotiated and entered into by Contractor without directly or indirectly influencing or attempting to influence any employee or agent of LCRA (other than as set forth in the written information, proposals and materials submitted by Contractor in connection with the negotiation of this Agreement) and based solely on Contractor's own investigation and research and not in reliance upon any statement, representation or promise of any employee, officer, agent or representative of LCRA; and
- (iii) Contractor has complied with all applicable anti-corruption laws and did not (and will not hereafter) authorize, offer, promise or give anything of value, directly or indirectly through an intermediary, to any person employed by or acting on behalf of a government, government-controlled entity or public international organization; any political party, party official or candidate; any individual who holds or performs the duties of an appointment, office or position created by custom or convention; or any individual who holds him/herself out to be the authorized intermediary of any of the foregoing in order to improperly influence.

21.9.2 Maintenance of Adequate Records. Contractor shall keep (and shall cause its Subcontractors to agree) to keep adequate records and books of account as necessary to accurately reflect the actual Contract Price and other costs incurred in performing this Agreement to allow LCRA or LCRA's Consultants to verify the validity, correctness and legitimacy of all amounts charged or paid pursuant to this Agreement, and to confirm Contractor's compliance with the requirements of this Section. The system adopted must be satisfactory to LCRA. LCRA and LCRA's Consultants have the right, at any time upon reasonable notice, to audit the books and records of the Contractor and its Subcontractors (and to interview the employees of the Contractor and its Subcontractors) for the purposes of confirming Contractor's compliance with these requirements. LCRA and LCRA's Consultants shall be afforded access at all reasonable times to the correspondence, instructions, receipts, vouchers, memoranda, subcontracts, purchase orders and records of Contractor and its Subcontractors pursuant to this Agreement, relating to all Work under this Agreement, as well as to any changes in the Work. Contractor (and its Subcontractors) shall make such records available to LCRA and LCRA's Consultants for review at all reasonable times, upon reasonable notice both for the purpose of confirming Contractor's compliance with the provisions of this Section and for the purpose of verifying actual costs incurred by Contractor (and the reasonableness thereof) related to any amounts claimed by Contractor, including but not limited to amounts included in the Change Orders and CORs, and any amounts sought in connection with a CCD issued by LCRA pursuant to this Agreement. All records required by this subsection, shall be preserved for a period of five (5) years after Final Payment for the Project, or for such longer period as may be required by law.

21.10 LCRA'S RESPONSIBILITY FOR TESTING INFORMATION

21.10.1 The Contractor acknowledges that any surveys, analyses, testing or other information concerning the conditions at the Project Site provided by LCRA, including any information concerning the condition of the existing structures, surface and subsurface conditions at the Site have been made available to the Contractor for general information only and are included solely so that the Contractor has access to information available to LCRA. Contractor expressly releases LCRA

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from any liability, responsibility or obligations as to the accuracy or completeness of any information furnished by LCRA.

21.11 USE AHEAD OF SCHEDULE

21.11.1 LCRA shall have the right to or use ahead of schedule all or any completed or partially completed portion of the Work when such occupancy and use are in its best interest, notwithstanding the time of completion for all of the Work. If such use increases the cost of the Work (other than for corrections which are the Contractor's responsibility) or delays its completion, the Contractor shall be entitled to submit a COR seeking an increase in the Contract Price or a time extension, or both as permitted by the terms of this Agreement. Claims for such extra compensation or extension of time, to be valid, shall be made in writing in the time and manner required by Article 20 hereof. After LCRA has commenced use of all or any completed portion of the Project under construction, the Contractor shall not disrupt LCRA's use and occupancy thereof to make corrections in the Work but shall, at LCRA's discretion, make such corrections at the Contractor's expense in a fashion so as not to disrupt LCRA's use and occupancy of the area at issue.

21.12 UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES (USCIS)

21.12.1 Contractor shall be responsible to assure compliance with all United States immigration laws and requirements, including but not limited to regulations of the United States Citizenship and Immigration Services ("USCIS") and the United States Department of Homeland Security and all applicable State and local laws with respect to all employees of Contractor and its Subcontractors who will be performing Work in connection with the Project. In this regard, Contractor shall comply with all visa laws and related regulations and shall obtain and maintain all 1-9 forms, 1-797 forms and related backup documentation as required by applicable law. Additionally, Contractor shall maintain all records required by the INS, including records of any posting requirements under H-1 visa regulations. **Contractor shall make such documentation available to LCRA for review promptly upon request and shall indemnify and hold LCRA and its officers, directors, officials and employees harmless from all costs, damages, expenses, fines or penalties associated with Contractor's or any Subcontractor's failure to maintain and submit any such documentation as required by applicable law or resulting from Contractor's or any Subcontractor's inappropriate retention and/or use of non-US citizens to perform any Work in connection with the Project.**

21.13 STATUTORY CERTIFICATION REQUIREMENTS

21.13.1 If this Contract is valued at \$100,000.00 or more and the Supplier employs at least 10 full-time employees, the Supplier certifies that it does not and will not for the term of the Contract:

- (a) Boycott Israel, as further set out in Texas Government Code chapter 2271;
- (b) Boycott any energy company, as further set out in Texas Government Code chapter 2276;

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- (c) Discriminate against any firearm entity or firearm trade association, as further set out in Texas Government Code chapter 2274.

21.14 CRITICAL INFRASTRUCTURE REQUIREMENTS

21.14.1 The following additional terms have assigned definitions:

- (a) “Critical Infrastructure” means, for the purpose of this Article only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.
- (b) “Designated Country” means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Government Code chapter 2275.
- (c) “Restricted Entity” means an entity:
 - (i) Owned by, or the majority of stock or other ownership interest is held or controlled by:
 - Individuals who are citizens of a Designated Country;
 - A company of other entity, including a governmental entity, that is owned by or controlled by citizens of, or that is directly controlled by the government of a Designated Country; or
 - (ii) Headquartered in a Designated Country.
- (d) Pursuant to Texas Government Code chapter 2275, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of Goods or Services to be provided under this Contract, Supplier represents and warrants that it is not a Restricted Entity.

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IN WITNESS WHEREOF, this Agreement has been executed as of the day and date written below.

LOWER COLORADO RIVER AUTHORITY: TECHLINE CONSTRUCTION LLC

By: Donna Smith
Donna Smith (May 6, 2025 15:24 CDT)

Signature

Donna Smith

Printed Name

Senior Commerical Contract Agent

Title

05/06/2025

Date

By: Don Lawyer
Don Lawyer (May 6, 2025 14:44 CDT)

Signature

Don Lawyer

Printed Name

President

Title

05/06/2025

Date



EXHIBIT B

DEFINITIONS

Addenda shall mean revised Drawings, Specifications or other documents issued by LCRA prior to the execution of this Agreement to supplement, clarify and/or provide further support to the previously issued Drawings and Specifications.

Agreement shall mean this Agreement for Construction Services between LCRA and Contractor incorporating all of the Contract Documents.

Application for Payment shall mean an application for payment of amounts claimed due under the Agreement and in the form required by the applicable terms of the Agreement.

Baseline Construction Schedule shall have the meaning set forth in Section 9.5.1 of this Agreement.

Business Day shall mean Monday through Friday from 9AM to 5PM local time excluding weekends and public holidays.

CCD shall mean Construction Change Directive.

CCIP shall mean Contractor-Controlled Insurance Policy as set forth by Section 18.1.1 of this Agreement.

Change Order shall have the meaning set forth in Section 6.1.3 of this Agreement.

Change Order Requests shall have the meaning set forth in Section 6.2 of this Agreement.

Claim shall have the meaning set forth in Section 20.1.1 of this Agreement.

Codes shall mean all federal, state and local laws, ordinances and regulations of duly constituted authorities in force in the locality in which the Work is performed including, but not limited to, all safety and health regulations applicable to the Work (including the Federal Occupational Safety and Health Act, as amended,), and all applicable environmental, energy conservation and/or green building regulations governing the Work and related means, methods and procedures such as dust control, noise mitigation, waste disposal, access restrictions, etc.), and all licenses, permits, or bonds required in connection with the Work.

Competent Person shall have the meaning set forth in Section 2.4.4 of this Agreement.

Construction Change Directive shall have the meaning set forth in Section 6.1.4 of this Agreement.

Contract Documents shall have the meaning set forth in Section 2.1.1

Contractor shall mean the entity executing this Agreement and identified therein as the Contractor.

Contractor's Planned Completion Date has the meaning set forth in Section 9.5.1.

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Construction Schedule shall mean an updated construction schedule which compares and identifies all changes or revisions made to the Baseline Construction Schedule and all preceding updated construction schedules with regard to the Work.

Contract Price means the total, lump sum/GMP/T&M Not to Exceed, price to be paid by LCRA for completion of the entire Project as defined in the Contract Documents.

COR shall mean Change Order Requests.

Day shall mean any day of the week; no days being excepted. As used herein, the word “day” shall constitute a calendar day of 24-hours measured from midnight to the next midnight, unless otherwise expressly specified.

Delaying Event shall have the meaning set forth in Section 9.5.2 of this Agreement.

Drawings shall mean the drawings for the Project as identified in the Contract Documents.

Architect/Engineer means the third-party engaged by LCRA for the applicable Project, or a replacement appointed by LCRA pursuant to this Agreement.

Architectural/Engineering Documents shall mean the drawings, plans, design and architectural/engineering documents and specifications and other descriptions of the Work prepared by the Architect/Engineer for the Project and issued to the Contractor for construction, evaluation and pricing.

Excused Delay shall have the meaning set forth in Section 9.6.3 of this Agreement.

Force Majeure shall have the meaning set forth in Section 9.6.2 of this Agreement.

LCRA shall mean Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, organized pursuant to Article XVI, Section 59 of the Texas Constitution.

LCRA Consultants shall mean other persons or entities retained to act as consultants to LCRA and to assist LCRA, when authorized, in evaluation and observation of certain aspects of the design and construction of the Project.

LCRA Representative shall mean a representative authorized to act on LCRA’s behalf with respect to the Project as indicated on Exhibit 1.

Lien or Liens shall have the meaning set forth in Section 10.5.4 of this Agreement.

Material Change shall have the meaning set forth in Section 6.1.2 of this Agreement.

Modifications shall have the meaning set forth in Section 2.2.2 of this Agreement.

Proprietary Information shall have the meaning set forth in Section 12.1.1 of this Agreement.

Record Drawings shall have the meaning set forth in Section 5.10.1 of this Agreement.

RFI and/or Request for Information shall have the meaning set forth in Section 9.5.5 of this Agreement.

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Schedule of Values shall mean a schedule allocating the various components of the Contract Price for the Project in such form and content as required by the applicable provisions of this Agreement.

Site shall mean the location of the Project and any areas therein or adjacent thereto where the Work is to be performed and/or the Contractor is permitted to store or stage the Work and/or any materials, equipment or tools.

Specification shall mean the specifications for the Project as identified in this Agreement.

Subcontractor or **Subcontractors** shall mean any person or entity who has a direct contract with Contractor to perform a portion of the Work on the Project (including materialmen and suppliers) and all other persons or entities (whether such persons or entities are subcontractors, sub-subcontractors, materialmen or suppliers) who provide materials, labor or services directly or indirectly to or for the Project through or under the supervision of Contractor or its Subcontractors.

Submittals shall mean any shop drawings, product data, samples or other materials which the Contract Documents require Contractor to submit to LCRA or Architect/Engineer.

Substantial Completion and/or **Substantially Complete** shall have the meaning set forth in Section 9.3.1 of this Agreement.

Work shall have the meaning set forth in Section 5.2.1 of this Agreement.

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Exhibit 1

List of The LCRA Representatives

The following individuals are hereby designated as responsible to communicate with the Contractor on behalf of LCRA with respect to each specifically noted area or topic and subject to the specific limitations of authority set forth below. If the Contractor is uncertain as to who has authority to communicate or act on behalf of LCRA, or if no person is listed below with respect to an issue or topic requiring communication with or direction and/or approval from LCRA, then Contractor shall direct the applicable communication, in writing, to the LCRA Agent and shall not perform any affected Work or take any other action requiring approval, direction or clarification from LCRA unless, until and only to the extent so instructed by the LCRA Agent.

Clause	LCRA Responsible
2.2.5	Project Manager
2.2.9	LCRA Agent
2.3.1	LCRA Agent
2.4.7	Project Manager
3.2.2	Project Manager
3.3.4	Project Manager
4.1.1	LCRA Agent
5.4	Project Manager
5.6	LCRA Agent
5.8.3	Project Manager
15.1.1	Project Manager
17.1.2	LCRA Agent
21.1.1	LCRA Agent
Current LCRA Representatives	
Project Manager	
LCRA Agent	

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Exhibit 2

LCRA Background Check Procedures and Requirements

Contractor and Subcontractor Employee Identification and Background Checks Identification:

Background check procedures must comply with all aspects of applicable federal, state, and local laws.

- 1) Education Verification (only when requested by LCRA)
- 2) Employment Verification
 - a) Document 7 years of prior employment
 - b) Verify 7 years of prior employment
- 3) Motor Vehicle Report
 - a) Verify type (class) and status (clear, suspended, revoked, etc. when made available by the state) of current license.
- 4) Professional License Verification (only if applicable to position as indicated by LCRA)
- 5) Social Security Number Trace
 - a) Search applicant's connection to his/her social security number to determine if there is any background information not reported by applicant
- 6) Criminal Records Search
 - a) Search of U.S. counties (highest court) where applicant has resided, worked, attended school in the past 7 years for all:
 - i) Misdemeanor convictions
 - ii) Felony convictions
 - iii) Deferred adjudications
 - iv) Other lesser dispositions
 - b) Search U.S. **federal** court records where applicant has resided, worked, or attended school in the past 7 years for all:
 - i) Misdemeanor convictions
 - ii) Felony convictions
 - iii) Deferred adjudications
 - iv) Other lesser dispositions
 - c) National Criminal Database
 - d) Sex Offender Registry
 - e) Wanted fugitives found on other federal agency lists (U.S. Dept. of Justice, U.S. Customs Service, U.S. Marshals Service, U.S. Secret Service, U.S. Drug Enforcement Agency, Postal Service, etc.)
 - f) Wanted fugitive lists published by state and local law enforcement agencies.
- 7) Global Watch Lists:
 - a) U.S. Federal and applicable International Terrorist Watch Lists
 - b) Politically Exposed Persons (as it relates to the Foreign Corrupt Practices Act)
 - c) FBI Terrorist List
 - d) FBI Top Ten Most Wanted and Fugitive List
 - e) Bureau of Industry and Security Lists at: www.export.gov (per ERCOT site: http://www.ercot.com/mktrules/guides/data_transport/security)
 - i) Specially Designated Nationals (Office of Foreign Asset Control)
 - ii) Denied Persons List

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- iii) Unverified List
- iv) Entity List
- v) Debarred List
- vi) Nonproliferation Sanctions

LCRA will accept the results from the background check below in lieu of “Global Watch Lists” requirements above:

- 1) National Homeland Security Search - The Report identifies terrorists and fugitives by searching data from numerous agencies, including the following:
 - a) Office of Foreign Assets Control (OFAC)
 - b) FBI Most Wanted Terrorists
 - c) FBI Most Wanted Fugitives
 - d) U.S. Marshals Service Wanted
 - e) U.S. Customs Service Wanted
 - f) U.S. Department of Justice Wanted
 - g) U.S. Secret Service Wanted
 - h) U.S. Drug Enforcement Agency Wanted
 - i) Other Federal Wanted Lists
 - j) Numerous State Wanted Fugitives
 - k) Numerous Local Wanted Fugitives

LCRA Background Check Interpretation Requirements

Further Review Required

- Investigate any instances where “Address Mover” name returned DOES NOT match the name submitted, or no address history is returned for the subject submitted. This could indicate the named person is inappropriately using another person’s name.

Dispositions/Infractions that DO NOT MEET LCRA Requirements

Conviction Disposition

Guilty	A judge or jury finds that the evidence proves beyond a reasonable doubt that the defendant committed the offense.
No Contest/Nolo Contendere	A statement that the defendant will not contest a charge made by the government.
No Plea	The defendant does not submit a statement of not guilty

Infraction	Conviction Notation		Type
Felonies—High crimes punishable by imprisonment for	• Guilty • No contest/Nolo contendere	AND	• Theft of intellectual property, computer hacking, internet fraud, other computer-related crimes.

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more than 1 year or death.	• No plea		• Theft/Fraud: grand theft, grand larceny, identity theft, welfare fraud
Misdemeanors—less serious than felony and sanctioned by less severe penalties.	• Guilty • No contest/Nolo contendere • No plea	AND	• Theft of intellectual property, computer hacking, internet fraud, other computer-related crimes. • Theft/Fraud: worthless check, using altered access card, shoplifting.
Infractions—infraction below felony and misdemeanor	• Guilty • No contest/Nolo contendere • No plea	AND	• Theft of intellectual property, computer hacking, internet fraud, other computer related crimes. • Theft/Fraud: fare evasion, fictitious/altered license plate, petty theft.

LCRA supports and expects individualized assessments of background check results. If a contractor has any questions about how to interpret results as they relate to a candidate who may work at LCRA, the vendor should contact LCRA Human Resources at 512.473.3200 x4004.

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Exhibit 3



Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency LOWER COLORADO RIVER AUTHORITY	
Address (Street & number, P.O. Box or Route number) PO BOX 220	Phone (Area code and number) 512-473-3200
City, State, ZIP code AUSTIN, TX 78767-0220	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

LCRA IS A GOVERNMENTAL AGENCY IN THE STATE OF TEXAS AND IS EXEMPT FROM ALL FEDERAL EXCISE TAXES AND

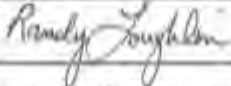
THE TEXAS LIMITED SALES AND USE TAX UNDER PROVISION OF SECTION 151.309 OF THE TEXAS CODE. LIMITED SALES,

EXCISE USE TAX EXEMPTION NUMBER 1-74-6002915-4

ALWAYS EXEMPT RULE 3.322 (C) (2) (5) CITIES, COUNTY, SPECIAL DISTRICT OR POLITICAL SUBDIVISION

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser 	Title Controller	Date Jan. 14, 2025
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

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Exhibit 4

Change Order Template

CONSTRUCTION CONTRACT CHANGE ORDER

This Change Order is issued pursuant to the Agreement for Construction Services (“Agreement”) by and between Lower Colorado River Authority (“LCRA”) and _____. (“Contractor”) with respect to the performance by Contractor of construction services in connection with the construction of _____ (the “Project”). All capitalized terms in this Change Order are used in accordance with the definition of such terms in the Agreement.

- ☐ This Change Order authorizes Contractor to proceed with the following change in the

Work:[INSERT NARRATIVE BRIEFLY DESCRIBING THE BACKGROUND FOR THE CHANGES TO BE MADE]

- ☐ The Contract Price will be adjusted as a result of this Change Order in the following manner and amount:

A.	Original Contract Price	\$
B.	Net Changes by Previous Change Orders	\$
C.	Contract Price prior to this Change Order	\$
D.	Increase/Decrease Per this Change Order (identify total and related components)	Total increase/decrease: \$,
E.	Total New Contract Price	\$

- ☐ The Substantial Completion Date for this Project will be increased/decreased as a result of this Change Order by ____ calendar days and the revised Substantial Completion Date are as follows:

- ☐ The Contractor hereby accepts the adjustments to the Contract Price and Substantial Completion Date set forth in this Change Order as full and complete payment for the change in the work identified herein.

Miscellaneous.

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- a) All Services performed by Contractor pursuant to this Change Order shall be performed in accordance with this Change Order and the terms and conditions of the Agreement and other applicable Contract Documents.
- b) This Change Order shall inure to the benefit of and shall be binding upon LCRA and Contractor and their respective successors and assigns. This Change Order embodies, merges, and integrates all prior and current agreements and understandings, oral or written, with regard to the matters contained herein. This Change Order shall constitute a part of the Agreement.
- c) This Change Order shall be governed, interpreted, construed and enforced in accordance with the Agreement and the substantive laws of the State of Texas, without regard conflict of law rules that would direct application of the laws of another jurisdiction.
- d) This Change Order shall be effective on and as of the date first written above. Except as expressly set forth herein, this Change Order shall not alter, amend or change the Agreement or any other Contract Document in any manner, which Contract Documents shall continue in full force and effect. Without limiting the foregoing, except as expressly set forth herein, Contractor shall not have the right to any consideration, reimbursement of costs and expenses, extension of time or other changes in the Contract Documents.
- e) LCRA and Contractor may execute this Change Order in separate counterparts, each of which when so executed shall be an original and all of which shall constitute but one and the same document. Without limiting the manner in which this Change Order may be executed and delivered, a party shall be considered to have fully executed and delivered this Change Order by executing a counterpart of this Change Order and sending the execution page by facsimile or .pdf to the other party.

IN WITNESS WHEREOF, LCRA and Contractor have entered into this Change Order to be effective on and as of the date first written above.

LCRA	Contractor
(Signature)	(Signature)
(Printed Name and Title)	(Printed Name and Title)

EXHIBIT B

Exhibit 5

Contract Price

Proposal on Unit Basis:

Contractor understands and agrees that the various construction units considered in the proposal are approximate and the actual amount of work may differ from the quantities shown. Pricing on "Units" is only applicable on individual projects exceeding \$150,000 and that have engineered design drawings and staking sheets detailing the work.

Distribution voltage levels may be 2,400/4,160 volts, 12,470/7,200 volts or 24,900/14,400 volts. If Contractor unit prices differ between voltage levels, the offer shall clearly indicate this fact, and list prices for each voltage level.

Underground work:

This contract will require the contractor to perform underground work. Underground work does not have unit pricing. At the time of the work, a Task Order will request a price for the specific scope of the project. The rates included on the Labor and Equipment tab will be used in developing the total cost of the job.

De-Energized Lines:

The prices to be filled in on the unit pricing sheets apply to work performed on de-energized (cold) lines. Unit prices shall be increased by 40% percent for units installed on energized (hot) lines, if Owner should require work on hot lines. Hot line prices shall include installation of temporary jumpers, line spreading, blankets, and other labor to maintain service level to retail load.

Non-Rock Holes

The unit prices stated in Pricing Sheets, Pole Units and Anchor Assembly Units (excluding rock anchors) are for digging non-rock holes. The unit prices shall be increased by \$100 for each foot or fraction of a foot of digging through solid rock. Digging through mixtures of rock and dirt are not considered Rock Holes. Price adders on the jobsite for digging Rock Holes are subject to inspection and approval of Owner.

EXHIBIT B

PRICING SHEET 1 - POLE UNITS				
A pole unit consists of one pole in place. It does not include pole-top assembly unit or other parts attached to the pole. The first two digits indicate the length of the pole; the third digit shows the classification per A.S.A. An "s" indicates steel pole, and a "c" indicates concrete pole. (Example: 25-6 means a wood pole 25 feet long, class 6; 40s3 means a steel pole 40 feet long, class 3; 45c1 means a concrete pole 45 feet long, class 1). A pole removal unit consists of all poles of the same height, regardless of pole class, are designated by the same unit. Thus an I-30-foot pole signifies the removal of a 30-foot pole of any class. It does not include pole-top removal units or other parts attached to the pole.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	25-3	\$301.00	I25-3	\$173.00
ea.	25-4	\$301.00	I25-4	\$173.00
ea.	25-5	\$301.00	I25-5	\$173.00
ea.	25-6	\$301.00	I25-6	\$173.00
ea.	30-3	\$301.00	I30-3	\$173.00
ea.	30-4	\$301.00	I30-4	\$173.00
ea.	30-5	\$301.00	I30-5	\$173.00
ea.	30-6	\$301.00	I30-6	\$173.00
ea.	35-3	\$333.00	I35-3	\$203.00
ea.	35-4	\$333.00	I35-4	\$203.00
ea.	35-5	\$333.00	I35-5	\$203.00
ea.	40-2	\$333.00	I40-2	\$203.00
ea.	40-3	\$333.00	I40-3	\$203.00
ea.	40-4	\$333.00	I40-4	\$203.00
ea.	40-5	\$333.00	I40-5	\$203.00
ea.	45-2	\$350.00	I45-2	\$214.00
ea.	45-3	\$350.00	I45-3	\$214.00
ea.	45-4	\$350.00	I45-4	\$214.00
ea.	45-5	\$350.00	I45-5	\$214.00
ea.	50-2	\$417.00	I50-2	\$227.00
ea.	50-3	\$417.00	I50-3	\$227.00
ea.	50-4	\$417.00	I50-4	\$227.00
ea.	50-5	\$417.00	I50-5	\$227.00
ea.	55-2	\$417.00	I55-2	\$227.00
ea.	55-3	\$417.00	I55-3	\$227.00
ea.	55-4	\$417.00	I55-4	\$227.00
ea.	55-5	\$417.00	I55-5	\$227.00
ea.	60-2	\$684.00	I60-2	\$243.00
ea.	60-3	\$684.00	I60-3	\$243.00
ea.	65-2	\$684.00	I65-2	\$243.00
ea.	65-3	\$684.00	I65-3	\$243.00
ea.	70-2	\$684.00	I70-2	\$243.00
ea.	70-3	\$684.00	I70-3	\$243.00
ea.	25s3	\$343.00	I25s3	\$173.00
ea.	25s4	\$343.00	I25s4	\$173.00
ea.	25s5	\$343.00	I25s5	\$173.00
ea.	30s3	\$343.00	I30s3	\$173.00
ea.	30s4	\$343.00	I30s4	\$173.00

EXHIBIT B

ea.	30s5	\$343.00	I30s5	\$173.00
ea.	35s3	\$373.00	I35s3	\$203.00
ea.	35s4	\$373.00	I35s4	\$203.00
ea.	35s5	\$373.00	I35s5	\$203.00
ea.	40s2	\$373.00	I40s2	\$203.00
ea.	40s3	\$373.00	I40s3	\$203.00
ea.	40s4	\$373.00	I40s4	\$203.00
ea.	40s5	\$373.00	I40s5	\$203.00
ea.	45s2	\$390.00	I45s2	\$214.00
ea.	45s3	\$390.00	I45s3	\$214.00
ea.	45s4	\$390.00	I45s4	\$214.00
ea.	45s5	\$390.00	I45s5	\$214.00
ea.	50s2	\$499.00	I50s2	\$227.00
ea.	50s3	\$499.00	I50s3	\$227.00
ea.	55s2	\$499.00	I55s2	\$227.00
ea.	55s3	\$499.00	I55s3	\$227.00
ea.	60s2	\$821.00	I60s2	\$243.00
ea.	60s3	\$821.00	I60s3	\$243.00
ea.	65s2	\$821.00	I65s2	\$243.00
ea.	65s3	\$821.00	I65s3	\$243.00
ea.	70s2	\$821.00	I70s2	\$243.00
ea.	70s3	\$821.00	I70s3	\$243.00
ea.	25c1	HOURLY	I25c1	HOURLY
ea.	30c1	HOURLY	I30c1	HOURLY
ea.	35c1	HOURLY	I35c1	HOURLY
ea.	40c1	HOURLY	I40c1	HOURLY
ea.	45c1	HOURLY	I45c1	HOURLY
ea.	50c1	HOURLY	I50c1	HOURLY
ea.	55c1	HOURLY	I55c1	HOURLY
ea.	60c1	HOURLY	I60c1	HOURLY
ea.	65c1	HOURLY	I65c1	HOURLY
ea.	70c1	HOURLY	I70c1	HOURLY

EXHIBIT B

PRICING SHEET 1 - SINGLE PHASE POLE TOP UNITS				
A pole top assembly unit consists of the hardware, crossarms and their appurtenances, insulators, etc., except tie wire (M40-), required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut, and locknut. Removal of a pole top unit consists of the hardware, crossarms, and their appurtenances, insulators, etc., except tie wire, required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut, and locknut. (See Section B Para. 9 - Removal Units Note b) "N" Denotes Less Neutral.				
	Installation		Removal	
	Unit	Unit Price	Unit	Unit Price
ea.	A1	\$69.00	IA1	\$38.00
ea.	A1N	\$65.00	IA1N	\$36.00
ea.	A1-1	\$96.00	IA1-1	\$51.00
ea.	A1-1N	\$87.00	IA1-1N	\$42.00
ea.	A2	\$96.00	IA2	\$51.00
ea.	A2N	\$87.00	IA2N	\$42.00
ea.	A3	\$69.00	IA3	\$41.00
ea.	A3N	\$61.00	IA3N	\$34.00
ea.	A4	\$118.00	IA4	\$62.00
ea.	A4N	\$107.00	IA4N	\$58.00
ea.	A5	\$69.00	IA5	\$38.00
ea.	A5N	\$61.00	IA5N	\$34.00
ea.	A5-1	\$85.00	IA5-1	\$42.00
ea.	A5-1N	\$75.00	IA5-1N	\$38.00
ea.	A5-2	\$107.00	IA5-2	\$61.00
ea.	A5-2N	\$96.00	IA5-2N	\$56.00
ea.	A5-2A	\$107.00	IA5-2A	\$61.00
ea.	A5-2AN	\$96.00	IA5-2AN	\$56.00
ea.	A5-2B	\$85.00	IA5-2B	\$42.00
ea.	A5-2BN	\$75.00	IA5-2BN	\$38.00
ea.	A5-3	\$85.00	IA5-3	\$42.00
ea.	A5-3N	\$107.00	IA5-3N	\$38.00
ea.	A5-4	\$127.00	IA5-4	\$71.00
ea.	A5-4N	\$114.00	IA5-4N	\$62.00
ea.	A6	\$127.00	IA6	\$71.00
ea.	A6N	\$114.00	IA6N	\$62.00
ea.	A7	\$192.00	IA7	\$116.00
ea.	A7N	\$127.00	IA7N	\$108.00
ea.	A7-1	\$214.00	IA7-1	\$119.00
ea.	A7-1N	\$201.00	IA7-1N	\$116.00
ea.	A8	\$236.00	IA8	\$137.00
ea.	A8N	\$223.00	IA8N	\$133.00
ea.	A9	\$182.00	IA9	\$114.00
ea.	A9N	\$169.00	IA9N	\$110.00
ea.	A9-1	\$112.00	IA9-1	\$61.00
ea.	A9-1N	\$103.00	IA9-1N	\$56.00

EXHIBIT B

PRICING SHEET 1 - V PHASE POLE TOP UNITS				
A pole top assembly unit consists of the hardware, crossarms and their appurtenances, insulators, etc., except tie wire (M40-), required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut, and locknut. Removal of a pole top unit consists of the hardware, crossarms, and their appurtenances, insulators, etc., except tie wire, required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut and locknut. (See Section B Para. 9 - Removal Units Note b.) "N" Denotes Less Neutral.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	B1	\$122.00	IB1	\$64.00
ea.	B1N	\$103.00	IB1N	\$58.00
ea.	B1B	\$113.00	IB1B	\$64.00
ea.	B1BN	\$103.00	IB1BN	\$58.00
ea.	B1-1	\$182.00	IB1-1	\$94.00
ea.	B1-1N	\$170.00	IB1-1N	\$88.00
ea.	B1-2	\$133.00	IB1-2	\$74.00
ea.	B1-2N	\$120.00	IB1-2N	\$68.00
ea.	B1-3	\$201.00	IB1-3	\$110.00
ea.	B1-3N	\$188.00	IB1-3N	\$102.00
ea.	B2	\$182.00	IB2	\$99.00
ea.	B2N	\$170.00	IB2N	\$102.00
ea.	B2B	\$155.00	IB2B	\$96.00
ea.	B2BN	\$144.00	IB2BN	\$84.00
ea.	B2-2	\$201.00	IB2-2	\$110.00
ea.	B3	\$127.00	IB3	\$68.00
ea.	B3N	\$124.00	IB3N	\$110.00
ea.	B3A	\$127.00	IB3A	\$68.00
ea.	B3AN	\$114.00	IB3AN	\$86.00
ea.	B4-1	\$151.00	IB4-1	\$81.00
ea.	B4-1N	\$142.00	IB4-1N	\$86.00
ea.	B4-1A	\$151.00	IB4-1A	\$81.00
ea.	B4-1AN	\$142.00	IB4-1AN	\$81.00
ea.	B5-1	\$114.00	IB5-1	\$68.00
ea.	B5-1N	\$103.00	IB5-1N	\$62.00
ea.	B5-1A	\$125.00	IB5-1A	\$76.00
ea.	B5-1AN	\$112.00	IB5-1AN	\$62.00
ea.	B7	\$202.00	IB7	\$110.00
ea.	B7N	\$190.00	IB7N	\$102.00
ea.	B7B	\$177.00	IB7B	\$96.00
ea.	B7BN	\$166.00	IB7BN	\$88.00
ea.	B7-1	\$228.00	IB7-1	\$121.00
ea.	B7-1N	\$217.00	IB7-1N	\$114.00
ea.	B7-1B	\$177.00	IB7-1B	\$96.00
ea.	B7-1BN	\$166.00	IB7-1BN	\$88.00
ea.	B7-2B	\$177.00	IB7-2B	\$96.00
ea.	B7-2BN	\$166.00	IB7-2BN	\$88.00
ea.	B8	\$272.00	IB8	\$143.00

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ea.	B8B	\$260.00	IB8B	\$137.00
ea.	B8N	\$260.00	IB8N	\$137.00
ea.	B9	\$202.00	IB9	\$103.00
ea.	B9N	\$189.00	IB9N	\$64.00
ea.	B9-1	\$112.00	IB9-1	\$64.00
ea.	B9-1N	\$103.00	IB9-1N	\$58.00
ea.	B9-2	\$202.00	IB9-2	\$110.00
ea.	B9-2N	\$190.00	IB9-2N	\$102.00
ea.	B9-3	\$127.00	IB9-3	\$72.00
ea.	B9-3N	187.00	IB9-3N	\$62.00

EXHIBIT B

PRICING SHEET 1 - THREE PHASE POLE TOP UNITS				
A pole top assembly unit consists of the hardware, crossarms, and their appurtenances, insulators, etc., except tie wire (M40-), required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut, and locknut. C7- and C8- units shall include all jumpers and connections per Plans and Specifications and/or as directed by the Engineer of Record. Removal of a pole top unit consists of the hardware, crossarms, and their appurtenances, insulators, etc., except tie wire, required to support the primary conductors. It does not include the pole. Crossarm pins include 2 1/4 x 2 1/4 x 1/8 inch washer, nut and locknut. (See Section B Para. 9 - Removal Units Note b.) "N" Denotes Less Neutral.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	C1	\$145.00	IC1	\$74.00
ea.	C1N	\$131.00	IC1N	\$70.00
ea.	C1B	\$160.00	IC1B	\$82.00
ea.	C1BN	\$148.00	IC1BN	\$74.00
ea.	C1BX	\$160.00	C1BX	\$82.00
ea.	C1XB	\$160.00	C1XB	\$82.00
ea.	C1-1	\$230.00	IC1-1	\$114.00
ea.	C1-1N	\$215.00	IC1-1N	\$109.00
ea.	C1-1B	\$202.00	IC1-1B	\$112.00
ea.	C1-1BN	\$190.00	IC1-1BN	\$103.00
ea.	C1-2	\$171.00	IC1-2	\$89.00
ea.	C1-2N	\$160.00	IC1-2N	\$80.00
ea.	C1-3	\$255.00	IC1-3	\$129.00
ea.	C1-3N	\$242.00	IC1-3N	\$124.00
ea.	C1-4	\$171.00	IC1-4	\$89.00
ea.	C1-4N	\$160.00	IC1-4N	\$80.00
ea.	C1-5	\$162.00	IC1-5	\$84.00
ea.	C1-5N	\$148.00	IC1-5N	\$76.00
ea.	C1-6	\$146.00	IC1-6	\$76.00
ea.	C1-6N	\$131.00	IC1-6N	\$68.00
ea.	C1-VB	\$160.00	IC1-VB	\$82.00
ea.	C1-VBN	\$148.00	IC1-VBN	\$68.00
ea.	C2	\$255.00	IC2	\$129.00
ea.	C2N	\$242.00	IC2N	\$124.00
ea.	C2B	\$202.00	IC2B	\$112.00
ea.	C2BN	\$190.00	IC2BN	\$103.00
ea.	C2-1	\$272.00	IC2-1	\$141.00
ea.	C2-1N	\$257.00	IC2-1N	\$131.00
ea.	C2-2	\$272.00	IC2-2	\$141.00
ea.	C2-2N	\$257.00	IC2-2N	\$131.00
ea.	C2-2B	\$202.00	IC2-2B	\$112.00
ea.	C2-2BN	\$190.00	IC2-2BN	\$103.00
ea.	C2-5	\$256.00	IC2-5	\$131.00
ea.	C2-5N	\$242.00	IC2-5N	\$124.00
ea.	C2-6	\$230.00	IC2-6	\$114.00
ea.	C2-6N	\$215.00	IC2-6N	\$110.00
ea.	C3	\$206.00	IC3	\$112.00

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ea.	C3N	\$192.00	IC3N	\$110.00
ea.	C3X	\$206.00	IC3X	\$125.00
ea.	C3XN	\$192.00	IC3XN	\$110.00
ea.	C3-1	\$261.00	IC3-1	\$148.00
ea.	C3-1N	\$249.00	IC3-1N	\$145.00
ea.	C3-1X	\$221.00	IC3-1X	\$133.00
ea.	C3-1XN	\$206.00	IC3-1XN	\$124.00
ea.	C3-1XB	\$206.00	IC3-1XB	N/A
ea.	C3-1B	\$190.00	IC3-1B	\$110.00
ea.	C3-1BN	\$177.00	IC3-1BN	\$101.00
ea.	C4B	\$401.00	IC4B	\$244.00
ea.	C4BN	\$381.00	IC4BN	\$236.00
ea.	C4-1	\$345.00	IC4-1	\$206.00
ea.	C4-1B	\$329.00	IC4-1B	\$206.00
ea.	C4-1BX	\$345.00	IC4-1BX	\$206.00
ea.	C4-1N	\$329.00	IC4-1N	\$202.00
ea.	C4-1X	\$402.00	IC4-1X	\$206.00
ea.	C4-1XN	\$402.00	IC4-1XN	\$202.00
ea.	C4-2B	\$202.00	IC4-2B	\$110.00
ea.	C4-2BX	\$190.00	IC4-2BX	\$125.00
ea.	C5-1	\$190.00	IC5-1	\$125.00
ea.	C5-1N	\$175.00	IC5-1N	\$110.00
ea.	C5-1X	\$255.00	IC5-1X	\$110.00
ea.	C5-1XN	\$242.00	IC5-1XN	\$101.00
ea.	C7	\$228.00	IC7	\$145.00
ea.	C7N	\$211.00	IC7N	\$139.00
ea.	C7B	\$286.00	IC7B	\$135.00
ea.	C7BN	\$274.00	IC7BN	\$129.00
ea.	C7-1	\$286.00	IC7-1	\$160.00
ea.	C7-1N	\$274.00	IC7-1N	\$156.00
ea.	C7-5	\$286.00	IC7-5	\$160.00
ea.	C7-5F	\$299.00	IC7-5F	\$166.00
ea.	C7-5N	\$274.00	IC7-5N	\$156.00
ea.	C7-6	\$286.00	IC7-6	\$156.00
ea.	C7-6N	\$274.00	IC7-6N	\$156.00
ea.	C7-8	\$314.00	IC7-8	\$190.00
ea.	C7-8F	\$299.00	IC7-8F	\$166.00
ea.	C7-8N	\$299.00	IC7-8N	\$186.00
ea.	C7-9	\$314.00	IC7-9	\$190.00
ea.	C7-9N	\$299.00	IC7-9N	\$186.00
ea.	C7-10	\$307.00	IC7-10	\$188.00
ea.	C7-10N	\$295.00	IC7-10N	\$177.00
ea.	C7-11	\$335.00	IC7-11	\$204.00
ea.	C7-11N	\$320.00	IC7-11N	\$194.00
ea.	C8	\$461.00	IC8	\$261.00
ea.	C8N	\$446.00	IC8N	\$255.00
ea.	C8B	\$379.00	IC8B	\$236.00
ea.	C8BN	\$362.00	IC8BN	\$230.00

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ea.	C8X	\$461.00	IC8X	\$270.00
ea.	C8XN	\$446.00	IC8XN	\$261.00
ea.	C8-1	\$461.00	IC8-1	\$277.00
ea.	C8-1N	\$446.00	IC8-1N	\$261.00
ea.	C8-1B	\$379.00	IC8-1B	\$238.00
ea.	C8-1BN	\$362.00	IC8-1BN	\$230.00
ea.	C8-3	\$461.00	IC8-3	\$270.00
ea.	C8-3N	\$446.00	IC8-3N	\$272.00
ea.	C8-5	\$461.00	IC8-5	\$270.00
ea.	C8-5F	\$446.00	IC8-5F	\$270.00
ea.	C8-5N	\$461.00	IC8-5N	\$261.00
ea.	C8-6	\$446.00	IC8-6	\$270.00
ea.	C8-6N	\$446.00	IC8-6N	\$26.00
ea.	C8-8	\$482.00	IC8-8	\$286.00
ea.	C8-8N	\$467.00	IC8-8N	\$280.00
ea.	C8-9	\$482.00	IC8-9	\$286.00
ea.	C8-9N	\$467.00	IC8-9N	\$280.00
ea.	C9	\$250.00	IC9	\$150.00
ea.	C9N	\$236.00	IC9N	\$143.00
ea.	C9B	\$198.00	IC9B	\$122.00
ea.	C9BN	\$185.00	IC9BN	\$114.00
ea.	C9-1	\$166.00	IC9-1	\$103.00
ea.	C9-1N	\$152.00	IC9-1N	\$97.00
ea.	C9-2	\$272.00	IC9-2	\$162.00
ea.	C9-2N	\$257.00	IC9-2N	\$156.00
ea.	C9-2X	\$272.00	IC9-2X	\$162.00
ea.	C9-2XN	\$257.00	IC9-2XN	\$156.00
ea.	C9-3	\$162.00	IC9-3	\$99.00
ea.	C9-3N	\$152.00	IC9-3N	\$93.00
ea.	C9-3X	\$162.00	IC9-3X	\$99.00
ea.	C9-3XN	\$152.00	IC9-3XN	\$93.00
ea.	DC-C1-1X	\$320.00	IDC-C1-1X	\$187.00
ea.	DC-C1-1XN	\$301.00	IDC-C1-1XN	\$180.00
ea.	DC-C1B	\$315.00	IDC-C1B	\$187.00
ea.	DC-C1BN	\$301.00	IDC-C1BN	\$180.00
ea.	DC-C2B	\$356.00	IDC-C2B	\$210.00
ea.	DC-C2BN	\$342.00	IDC-C2BN	\$205.00
ea.	DC-C4B	\$729.00	IDC-C4B	\$438.00
ea.	DC-C4BN	\$727.00	IDC-C4BN	\$429.00
ea.	DC-C5B	\$586.00	IDC-C5B	\$356.00
ea.	DC-C5BN	\$568.00	IDC-C5BN	\$347.00
ea.	VA2	\$63.00		N/A
ea.	VA4	\$77.00		N/A
ea.	VC1-3	\$255.00		N/A
ea.	VC3X	\$206.00		N/A
ea.	VC7-5	\$287.00		N/A
ea.	VC7-6	\$287.00		N/A
ea.	VC7-8	\$314.00		N/A

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ea.	VC7-9	\$314.00		N/A
ea.	VC8-5	\$461.00		N/A
ea.	VC8-6	\$461.00		N/A

EXHIBIT B

PRICING SHEET 1 - CONDUCTOR UNITS				
A conductor assembly unit consists of 1,000 feet of conductor or cable for primaries, secondaries or services, and includes tie wires, sleeves for splicing, connectors, and armor rods with clips or ties where necessary. Tree trimming necessary for installing services and secondaries on poles not carrying primary line is included with the conductor assembly unit and shall be performed in accordance with the directions of the Customer. The services shall be connected to the secondary or transformer and 2 feet of conductor or cable shall be left for connecting to the consumer's service entrance. In computing the compensation to the Contractor for conductor assembly units only the horizontal distance between conductor supports or pole stakes shall be used. The conductor or cable sizes and types listed are the manufacturer's designation. KDP = Duplex service cable. KTP = Triplex service cable. KQP = Quadruplex service cable.				
A conductor removal unit consists of 1,000 feet of conductor or cable for primaries, secondaries or services, and includes tie wires, sleeves for splicing, connectors, and armor rods with clips or ties where necessary. In computing the compensation to the Contractor for removal conductor units only the horizontal distance between conductor supports or pole stakes shall be used. The conductor or cable sizes and types listed are the manufacturer's designation. (See Section B Para. 9 - Removal Units Note c.)				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
1000 ft.	#4 ACSR	\$901.00	I#4 ACSR	\$583.00
1000 ft.	#2 ACSR	\$924.00	I#2 ACSR	\$602.00
1000 ft.	#1/0 ACSR	\$975.00	I#1/0 ACSR	\$630.00
1000 ft.	#2/0 ACSR	\$1,012.00	I#2/0 ACSR	\$665.00
1000 ft.	#3/0 ACSR	\$1,029.00	I#3/0 ACSR	\$682.00
1000 ft.	#4/0 ACSR	\$1,107.00	I#4/0 ACSR	\$728.00
1000 ft.	#336.4 ACSR	\$1,145.00	I#336.4 ACSR	\$751.00
1000 ft.	#477 ACSR	\$1,300.00	I#477 ACSR	\$838.00
1000 ft.	#795 ACSR	\$1,517.00	I#795 ACSR	\$987.00
1000 ft.	#4/0 AAC	\$1,107.00	I#336.4 AAC	\$752.00
1000 ft.	#336.4 AAC	\$1,145.00	I#4/0 AAC	\$728.00
1000 ft.	#477 AAC	\$1,300.00	I#477 AAC	\$838.00
1000 ft.	#795 AAC	\$1,517.00	I#795 AAC	\$987.00
1000 ft.	#6 CU	\$741.00	I#6 CU	\$479.00
1000 ft.	#4 CU	\$753.00	I#4 CU	\$490.00
1000 ft.	#2 CU	\$838.00	I#2 CU	\$551.00
1000 ft.	#1/0 CU	\$970.00	I#1/0 CU	\$627.00
1000 ft.	#2/0 CU	\$1,010.00	I#2/0 CU	\$665.00
1000 ft.	#3/0 CU	\$905.00	I#3/0 CU	\$682.00
1000 ft.	#4/0 CU	\$989.00	I#4/0 CU	\$720.00
ea.	DRC – Re-sag Primary Conductor	\$80.00		N/A
ea.	DRS – Re-sag Multi-plex Cable	\$72.00		N/A
ea.	DSC – Splice and re-sag Primary	\$105.00		N/A
ea.	DSS – Splice and re-sag Service	\$110.00		N/A
1000 ft.	KDP#6	\$998.00	IKDP#6	\$630.00
1000 ft.	KDP#4	\$1,015.00	IKDP#4	\$640.00
1000 ft.	KDP#2	\$1,027.00	IKDP#2	\$663.00
1000 ft.	KDP#1/0	\$1,084.00	IKDP#1/0	\$780.00

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1000 ft.	KTP#6	\$1,069.00	IKTP#6	\$692.00
1000 ft.	KTP#4	\$1,084.00	IKTP#4	\$705.00
1000 ft.	KTP#2	\$1,252.00	IKTP#2	\$874.00
1000 ft.	KTP#1/0	\$1,452.00	IKTP#1/0	\$958.00
1000 ft.	KTP#2/0	\$1,515.00	IKTP#2/0	\$1,048.00
1000 ft.	KTP#4/0	\$1,715.00	IKTP#4/0	\$1,147.00
1000 ft.	KQP#4	\$1,410.00	IKQP#4	\$979.00
1000 ft.	KQP#2	\$1,498.00	IKQP#2	\$1,031.00
1000 ft.	KQP#1/0	\$1,673.00	IKQP#1/0	\$1,094.00
1000 ft.	KQP#2/0	\$1,757.00	IKQP#2/0	\$1,149.00
1000 ft.	KQP#4/0	\$1,841.00	IKQP#4/0	\$1,189.00

EXHIBIT B

PRICING SHEET 1 - GUY UNITS				
A guy assembly unit consists of the hardware and wire, and guy insulator where necessary. An overhead guy assembly consists of an overhead guy, a pole, and a down guy, each of which is listed separately. Guy guards are designated separately. A guy removal unit consists of the hardware and wire, and guy insulator where necessary. An overhead guy assembly consists of an overhead guy, a pole, and a down guy, each of which is listed separately. Guy guards are designated separately. (See Section B Para. 9 - Removal Units Note d.)				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	EGR – Guy Insulator	\$78.00	IEGR	\$48.00
ea.	EJB	\$48.00	IEJB	\$30.00
ea.	EM	\$67.00	IEM	\$43.00
ea.	E1-2	\$86.00	IE1-2	\$56.00
ea.	E1-2H	\$86.00	IE1-2H	\$56.00
ea.	E1-2X	\$86.00	IE1-2X	\$56.00
ea.	E1-3X	\$99.00	IE1-3X	\$63.00
ea.	E1-4X	\$99.00	IE1-4X	\$63.00
ea.	E2-2	\$228.00	IE2-2	\$127.00
ea.	E2-2H	\$228.00	IE2-2H	\$127.00
ea.	E2-2X	\$228.00	IE2-2X	\$127.00
ea.	E2-3X	\$254.00	IE2-3X	\$136.00
ea.	E2-4X	\$254.00	IE2-4X	\$136.00
ea.	E2-12	\$241.00	IE2-12	\$0.00
ea.	E2-12H	\$241.00	IE2-12H	\$0.00
ea.	E2-12X	\$241.00	IE2-12X	\$0.00
ea.	E2-13X	\$267.00	IE2-13X	\$0.00
ea.	E2-14X	\$267.00	IE2-14X	\$0.00
ea.	E3-2	\$196.00	IE3-2	\$119.00
ea.	E3-3	\$213.00	IE3-3	\$127.00
ea.	E3-10	\$33.00	IE3-10	\$22.00
ea.	E3-4	\$127.00	IE3-4	\$78.00
ea.	E3-4H	\$127.00	IE3-4H	\$78.00
ea.	E3-4X	\$127.00	IE3-4X	\$78.00
ea.	E3-5	\$166.00	IE3-5	\$101.00
ea.	E3-5H	\$166.00	IE3-5H	\$101.00
ea.	E3-5X	\$101.00	IE3-5X	\$67.00
ea.	E4-2	\$248.00	IE4-2	\$147.00
ea.	E4-3	\$267.00	IE4-3	\$153.00
ea.	E5-1	\$590.00	IE5-1	\$334.00
ea.	E5-2	\$590.00	IE5-2	\$334.00
ea.	E6-2	\$198.00	IE6-2	\$121.00
ea.	E6-2H	\$198.00	IE6-2H	\$121.00
ea.	E6-2X	\$198.00	IE6-2X	\$121.00
ea.	E6-3	\$213.00	IE6-3	\$129.00
ea.	E6-3X	\$213.00	IE6-3X	\$129.00
ea.	E7-2	\$332.00	IE7-2	\$196.00
ea.	E7-2H	\$332.00	IE7-2H	\$196.00
ea.	E7-2X	\$332.00	IE7-2X	\$196.00

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ea.	E7-3	\$364.00	IE7-3	\$211.00
ea.	E7-3X	\$364.00	IE7-3X	\$211.00
ea.	E8-2	\$404.00	IE8-2	\$235.00
ea.	E8-2H	\$404.00	IE8-2H	\$235.00
ea.	E8-2X	\$404.00	IE8-2X	\$235.00
ea.	E8-3	\$424.00	IE8-3	\$260.00
ea.	E8-3X	\$424.00	IE8-3X	\$260.00
ea.	E9-2	\$160.00	IE9-2	\$95.00
ea.	E9-2H	\$160.00	IE9-2H	\$95.00
ea.	E9-2X	\$160.00	IE9-2X	\$95.00
ea.	E9-3X	\$160.00	IE9-3X	\$95.00
ea.	E9-4X	\$160.00	IE9-4X	\$95.00
ea.	E10-2	\$170.00	IE10-2	\$99.00
ea.	E10-2H	\$170.00	IE10-2H	\$99.00
ea.	E10-2X	\$170.00	IE10-2X	\$99.00
ea.	E10-3X	\$185.00	IE10-3X	\$106.00
ea.	E10-4X	\$185.00	IE10-4X	\$106.00
ea.	E11	\$196.00	IE11	\$116.00
ea.	E12	\$196.00	IE12	\$116.00

EXHIBIT B

PRICING SHEET 1 - ANCHOR UNITS				
An anchor assembly unit consists of the anchor with rod, and extension(s) where necessary, complete, ready for attaching the guy wire. An anchor removal unit consists of the anchor rod only. (See Section B Para. 9 - Removal Units Note e.) "X" designation = 10ft. rod.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	FX	\$43.00	IFX	\$28.00
ea.	F1-2	\$227.00	IF1-2	\$59.00
ea.	F1-2X	\$210.00	IF1-2X	\$59.00
ea.	F1-3	\$227.00	IF1-3	\$59.00
ea.	F1-3S	\$210.00	IF1-3S	\$59.00
ea.	F1-3X	\$227.00	IF1-3X	\$59.00
ea.	F1-4	\$210.00	IF1-4	\$59.00
ea.	F1-4S	\$227.00	IF1-4S	\$59.00
ea.	F1-4X	\$210.00	IF1-4X	\$59.00
ea.	F1-5	\$227.00	IF1-5	\$59.00
ea.	F1-5S	\$210.00	IF1-5S	\$59.00
ea.	F1-5X	\$227.00	IF1-5X	\$59.00
ea.	F5-1	\$362.00	IF5-1	\$59.00
ea.	F5-2	\$292.00	IF5-2	\$59.00
ea.	F5-3	\$292.00	IF5-3	\$59.00

EXHIBIT B

PRICING SHEET 1 - TRANSFORMER UNITS				
A transformer assembly unit consists of the transformer, its protective equipment, grounding, and its hardware and leads with their connectors and supporting insulators and pins. This unit does not include the pole top, secondary, service, or pole grounding assemblies. A transformer removal unit consists of the transformer, its protective equipment, and its hardware and leads with their connectors and supporting insulators and pins. This unit does not include the pole top, secondary, service, or grounding assemblies. (See Section B Para. 9 - Removal Units Note f.) For units showing "Any Combination" – largest transformer will determine price.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	G-1.5 Thru G-37.5 (Transformer only)	\$242.00	IG-1.5 Thru IG-37.5 (Transformer only)	\$156.00
ea.	G-50 Thru G-100 (Transformer only)	\$325.00	IG-50 Thru IG-100 (Transformer only)	\$210.00
ea.	G-167 and larger (Transformer only)	\$514.00	IG-167 and larger (Transformer only)	\$295.00
ea.	G35X-1.5 Thru G35X-37.5	\$409.00	IG35X-1.5 Thru IG35X-37.5	\$272.00
ea.	G35X-50 Thru G35X-100	\$454.00	IG35X-50 Thru IG35X-100	\$299.00
ea.	G35X-167 and larger	\$672.00	IG35X-167 and larger	\$432.00
ea.	G36X-1.5 Thru G36X-37.5	\$409.00	IG36X-1.5 Thru IG36X-37.5	\$272.00
ea.	G36X-50 Thru G36X-100	\$454.00	IG36X-50 Thru IG36X-100	\$299.00
ea.	G36X-167 and larger	\$672.00	IG36X-167 and larger	\$432.00
ea.	G36B-1.5 Thru G36B-37.5	\$409.00	IG36B-1.5 Thru IG36B-37.5	\$272.00
ea.	G36B-50 Thru G36B-100	\$454.00	IG36B-50 Thru IG36B-100	\$299.00
ea.	G36B-167 and larger	\$672.00	IG36B-167 and larger	\$432.00
ea.	G37B-1.5 Thru G37B-37.5	\$409.00	IG37B-1.5 Thru IG37B-37.5	\$272.00
ea.	G37B-50 Thru G37B-100	\$454.00	IG37B-50 Thru IG37B-100	\$299.00
ea.	G37B-167 and larger	\$672.00	IG37B-167 and larger	\$432.00
ea.	G210-1.5 Thru 37.5 Any Combination	\$717.00	IG210-1.5 Thru 37.5 Any Combination	\$468.00
ea.	G210-50 Thru 100 Any Combination	\$764.00	IG210-50 Thru 100 Any Combination	\$492.00
ea.	G210-167 and larger Any Combination	\$895.00	IG210-167 and larger Any Combination	\$608.00
ea.	G210B-1.5 Thru 37.5 Any Combination	\$717.00	IG210B-1.5 Thru 37.5 Any Combination	\$468.00
ea.	G210B-50 Thru 100 Any Combination	\$765.00	IG210B-50 Thru 100 Any Combination	\$492.00
ea.	G210B-167 and larger Any Combination	\$895.00	IG210B-167 and larger Any Combination	\$608.00
ea.	G210X-1.5 Thru 37.5 Any Combination	\$717.00	IG210X-1.5 Thru 37.5 Any Combination	\$468.00
ea.	G210X-50 Thru 100 Any Combination	\$765.00	IG210X-50 Thru 100 Any Combination	\$492.00
ea.	G210X-167 and larger Any Combination	\$895.00	IG210X-167 and larger Any Combination	\$608.00
ea.	G310-1.5 Thru 37.5 Any Combination	\$994.00	IG310-1.5 Thru 37.5 Any Combination	\$227.00
ea.	G310-50 Thru 100 Any Combination	\$1,044.00	IG310-50 Thru 100 Any Combination	\$250.00

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ea.	G310-167 and larger Any Combination	\$1,201.00	IG310-167 and larger Any Combination	\$281.00
ea.	G310B-1.5 Thru 37.5 Any Combination	\$994.00	IG310B-1.5 Thru 37.5 Any Combination	\$227.00
ea.	G310B-50 Thru 100 Any Combination	\$1,044.00	IG310B-50 Thru 100 Any Combination	\$250.00
ea.	G310B-167 and larger Any Combination	\$1,201.00	IG310B-167 and larger Any Combination	\$281.00
ea.	G310X-1.5 Thru 37.5 Any Combination	\$994.00	IG310X-1.5 Thru 37.5 Any Combination	\$227.00
ea.	G310X-50 Thru 100 Any Combination	\$1,044.00	IG310X-50 Thru 100 Any Combination	\$250.00
ea.	G310X-167 and larger Any Combination	\$1,201.00	IG310X-167 and larger Any Combination	\$281.00
ea.	G311-100 and larger Any Combination	\$1,345.00	IG311-100 and larger Any Combination	\$312.00
ea.	G311X-100 and larger Any Combination	\$1,345.00	IG311X-100 and larger Any Combination	\$312.00
ea.	G312X-100 and larger Any Combination	\$1,345.00	IG312X-100 and larger Any Combination	\$312.00
ea.	G385X-100 and larger Any Combination	\$2,860.00	IG385X-100 and larger Any Combination	\$598.00

EXHIBIT B

PRICING SHEET 1 - SECONDARY UNITS				
A secondary assembly unit consists of the hardware, insulators, etc. to support the secondary conductors or cable. It does not include the secondary conductor or cable, or any hardware, insulators, etc. required to support conductors or cable. A secondary removal unit consist of the hardware, insulators, etc., used to support the secondary conductors or cable. It does not include the secondary conductor or cable. (See Section B Para. 9 - Removal Units Note g.)				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.		N/A	I3Pt. Rack	\$26.00
ea.	J5	\$42.00	IJ5	\$28.00
ea.	J6	\$42.00	IJ6	\$28.00
ea.	J6C	\$42.00	IJ6C	\$28.00
ea.	J7	\$42.00	IJ7	\$28.00
ea.	J8	\$42.00	IJ8	\$28.00
ea.	J10	\$42.00	IJ10	\$28.00
ea.	J12	\$42.00	IJ12	\$28.00
ea.	J13	\$42.00	IJ13	\$28.00
ea.	J14	\$42.00	IJ14	\$28.00
ea.	J15	\$42.00	IJ15	\$28.00

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PRICING SHEET 1 - SERVICE UNITS				
A service assembly unit consists of the hardware, insulators, dead-end clamp, etc. required to support dead-end the service conductors or cable. It does not include the service conductor or cable, or any hardware, insulators, etc. required to support secondary conductors or cable.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	KC	\$33.00	IKC	\$19.00
ea.	KDH	\$33.00	IKDH	\$19.00
ea.	KDH-C	\$63.00	IKDH-C	\$37.00
ea.	K10	\$33.00	IK10	\$19.00
ea.	K10C	\$63.00	IK10C	\$37.00
ea.	K10L	\$33.00	IK10L	\$19.00
ea.	K11	\$33.00	IK11	\$19.00
ea.	K11C	\$63.00	IK11C	\$37.00
ea.	K11L	\$33.00	IK11L	\$19.00
ea.	K14	\$33.00	IK14	\$19.00
ea.	K14C	\$63.00	IK14C	\$37.00
ea.	K14L	\$33.00	IK14L	\$19.00
ea.	K15C	\$63.00	IK15C	\$37.00
ea.	K16C	\$63.00	IK16C	\$37.00
ea.	K17	\$33.00	IK17	\$19.00
ea.	K17L	\$33.00	IK17L	\$19.00

EXHIBIT B

PRICING SHEET 1 - MISCELLANEOUS UNITS				
A miscellaneous assembly unit consists of an additional unit needed in the Project for new line construction but not otherwise listed in the Proposal. This section includes grounding assemblies consisting of the conductor, ground rod, grounding plate, connectors and clamps as shown on the respective drawings for the various types. It also includes fuse cutouts, reclosers, sectionalizers, switches, capacitors, regulators, metering and other assembly units, as well as labor only units. xxxX=revised dimensions. xxxS=installed on Steel pole. xxxA=alternate framing. xxxB=narrow profile construction. A miscellaneous removal unit consists of a removal unit needed in the Project but not otherwise listed in the Proposal. This section includes grounding assemblies consisting of the conductor, ground rod, grounding plate, connectors and clamps as shown on the respective drawings for the various types. It also includes fuse cutouts, reclosers, sectionalizers, switches, capacitors, regulators, metering and other removal assembly units.				
	Installation		Removal	
	Unit Number	Unit Price	Unit Number	Unit Price
ea.	MAB—Install aerial marker	\$187.00	IMAB	\$129.00
ea.	MCA—Highway crossing, controlled access	\$645.00		N/A
ea.	MCP—Change pole in place	\$149.00		N/A
ea.	MDF—Toxic waste disposal	HOURLY		N/A
ea.	MDS—Drill thru-hole in steel pole	\$36.00		N/A
ea.	MFI—Traffic Flagging	HOURLY		N/A
ea.	MH-Tighten hardware	\$44.00		N/A
ea.	MHD—Hand Digging	HOURLY		N/A
ea.	MNA—Highway crossing, non-controlled access, 4-lane	\$645.00		N/A
ea.	MNB- Highway crossing, non-controlled access, 2-lane	\$447.00		N/A
ea.	MPM—Pull or install meter	\$16.00	IMPM	\$16.00
ea.	MPP—Plumb pole	\$159.00		N/A
ea.	MRC—Raise conductor over 5' per phase	\$90.00		N/A
ea.	MRR—Railroad property access / Crossing	\$894.00		N/A
ea.	MRI—Railroad Insurance	\$2,812.00		N/A
ea.	MSP—Cut off pole top & dispose	\$66.00	IMSP	\$66.00
ea.	MTC—Install/remove communication cable	\$80.00	IMTC	\$84.00
ea.	M2-1	\$98.00	IM2-1	\$48.00
ea.	M2-1A	\$98.00	IM2-1A	\$48.00
ea.	M2M—Repair ground wire	\$98.00		N/A
ea.	M2-11	\$98.00	IM2-11	\$48.00
ea.	M2-11A	\$98.00	IM2-11A	\$48.00
ea.	M2-11S	\$98.00	IM2-11S	\$48.00
ea.	M2-2	\$74.00	IM2-2	\$36.00
ea.	M2-2X	\$88.00	IM2-2X	\$44.00
ea.	M2-9	\$60.00	IM2-9	\$36.00
ea.	M2-12	\$74.00	IM2-12	\$36.00
ea.	M2-12S	\$74.00	IM2-12S	\$36.00
ea.	M2-12X	\$88.00	IM2-12X	\$44.00
ea.	M2-15	\$417.00	IM2-15	\$254.00

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ea.	M2-15A	\$159.00	IM2-15A	\$96.00
ea.	M2-15S	\$417.00	IM2-15S	\$254.00
ea.	M3-10	\$340.00	IM3-10	\$227.00
ea.	M3-11	\$536.00	IM3-11	\$246.00
ea.	M3-11A	\$516.00	IM3-11A	\$242.00
ea.	M3-11X	\$739.00	IM3-11X	\$437.00
ea.	M3-12	\$671.00	IM3-12	\$395.00
ea.	M3-12A	\$635.00	IM3-12A	\$379.00
ea.	M3-12X	\$848.00	IM3-12X	\$518.00
ea.	M3-15	\$1,816.00	IM3-15	\$1,153.00
ea.	M3-15B	\$1,816.00	IM3-15B	\$1,153.00
ea.	M3-15W	\$1,816.00	IM3-15W	\$1,153.00
ea.	M3-15X	\$1,816.00	IM3-15X	\$1,153.00
ea.	M3-15Y	\$1,816.00	IM3-15Y	\$1,153.00
ea.	M3-23	\$480.00	IM3-23	\$280.00
ea.	M3-23A	\$480.00	IM3-23A	\$280.00
ea.	M3-24A	\$905.00	IM3-24A	\$570.00
ea.	M3-24X	\$723.00	IM3-24X	\$417.00
ea.	M3-25A	\$969.00	IM3-25A	\$570.00
ea.	M3-25X	\$1,072.00	IM3-25X	\$625.00
ea.	M3-30	\$1,072.00	IM3-30	\$626.00
ea.	M3-30X	\$1,459.00	IM3-30X	\$626.00
ea.	M3-41	\$1,564.00	IM3-41	\$983.00
ea.	M5-1	\$58.00	IM5-1	\$36.00
ea.	M5-2	\$72.00	IM5-2	\$40.00
ea.	M5-2M	\$72.00	IM5-2M	\$40.00
ea.	M5-3	\$24.00	IM5-3	\$16.00
ea.	M5-4	\$38.00	IM5-4	\$26.00
ea.	M5-5	\$34.00	IM5-5	\$24.00
ea.	M5-5B	\$34.00	IM5-5B	\$24.00
ea.	M5-6	\$94.00	IM5-6	\$58.00
ea.	M5-7	\$86.00	IM5-7	\$32.00
ea.	M5-8	\$121.00	IM5-8	\$76.00
ea.	M5-8X	\$121.00	IM5-8X	\$76.00
ea.	M5-9	\$107.00	IM5-9	\$72.00
ea.	M5-9L	\$107.00	IM5-9L	\$72.00
ea.	M5-9X	\$107.00	IM5-9X	\$72.00
ea.	M5-9XL	\$107.00	IM5-9XL	\$72.00
ea.	M5-10	\$123.00	IM5-10	\$78.00
ea.	M5-10L	\$123.00	IM5-10L	\$78.00
ea.	M5-10X	\$123.00	IM5-10X	\$78.00
ea.	M5-10XL	\$123.00	IM5-10XL	\$78.00
ea.	M5-11	\$42.00	IM5-11	\$26.00
ea.	M5-12	\$58.00	IM5-12	\$36.00
ea.	M5-13	\$68.00	IM5-13	\$40.00
ea.	M5-14	\$66.00	IM5-14	\$38.00
ea.	M5-14B	\$103.00	IM5-14B	\$62.00
ea.	M5-15	\$42.00	IM5-15	\$24.00

EXHIBIT B

ea.	M5-15B	\$42.00	IM5-15B	\$24.00
ea.	M5-16	\$86.00	IM5-16	\$48.00
ea.	M5-16B	\$86.00	IM5-16B	\$48.00
ea.	M5-17	\$42.00	IM5-17	\$24.00
ea.	M5-18	\$78.00	IM5-18	\$48.00
ea.	M5-19	\$42.00	IM5-19	\$24.00
ea.	M5-20	\$64.00	IM5-20X	\$36.00
ea.	M5-20X	\$52.00	IM5-20	\$28.00
ea.	M5-21	\$48.00	IM5-21	\$28.00
ea.	M5-22	\$64.00	IM5-22	\$38.00
ea.	M5-23	\$48.00	IM5-23	\$28.00
ea.	M5-24	\$48.00	IM5-24	\$28.00
ea.	M5-25	\$38.00	IM5-25	\$24.00
ea.	M5-26	\$48.00	IM5-26	\$28.00
ea.	M5-27	\$54.00	IM5-27	\$32.00
ea.	M5-28	\$44.00	IM5-28	\$24.00
ea.	M5-29	\$30.00	IM5-29	\$16.00
ea.	M5-30	\$187.00	IM5-30	\$107.00
ea.	M5-31	\$30.00	IM5-31	\$16.00
ea.	M5-32	\$48.00	IM5-32	\$28.00
ea.	M5-33	\$42.00	IM5-33	\$24.00
ea.	M5-34	\$24.00	IM5-34	\$16.00
ea.	M5-35	\$46.00	IM5-35	\$16.00
ea.	M5-36	\$56.00	IM5-36	\$34.00
ea.	M7-11	\$775.00	IM7-11	\$493.00
ea.	M7-13	\$2,819.00	IM7-13	\$1,711.00
ea.	M7-13X	\$2,819.00		N/A
ea.	M8	\$187.00	IM8	\$111.00
ea.	M8-6	\$219.00	IM8X	\$131.00
ea.	M8-6X	\$175.00	IM8-6	\$105.00
ea.	M8-9	\$175.00	IM8-9	\$105.00
ea.	M8-9X	\$175.00		N/A
ea.	M8-10X	\$175.00	IM8-10X	\$105.00
ea.	M8-11	\$234.00	IM8-11	\$137.00
ea.	M8-12	\$209.00	IM8-12	\$123.00
ea.	M8-15	\$640.00	IM8-15	\$381.00
ea.	M9-12 - Fixed-two units	\$385.00	IM9-12 - Fixed - two units	\$258.00
ea.	M9-12 - Fixed-four units	\$433.00	IM9-12 - Fixed - four units	\$291.00
ea.	M9-12 - Fixed-six units	\$475.00	IM9-12 - Fixed - six units	\$320.00
ea.	M9-12 - Time or Temp-two units	\$520.00	IM9-12 - Time or Temp - two units	\$344.00
ea.	M9-12 - Time or Temp-four units	\$576.00	IM9-12 - Time or Temp - four units	\$362.00
ea.	M9-12 - Time or Temp-six units	\$616.00	IM9-12 - Time or Temp - six units	\$373.00

EXHIBIT B

ea.	M9-12 - Sensor Insulator-w/o unit	\$475.00	IM9-12 -Sensor Insulator - two unit	\$320.00
ea.	M9-12 - Sensor Insulator - four units	\$576.00	IM9-12 -Sensor Insulator-four units	\$362.00
ea.	M9-12 - Sensor Insulator - six units	\$616.00	IM9-12 -Sensor Insulator - six units	\$373.00
ea.	M9-13 - Fixed - three units	\$691.00	IM9-13 - Fixed - three units	\$413.00
ea.	M9-13 - Fixed - six units	\$772.00	IM9-13 - Fixed - six units	\$439.00
ea.	M9-13 - Fixed - nine units	\$844.00	IM9-13 - Fixed - nine units	\$495.00
ea.	M9-13 - Time or Temp - three units	\$969.00	IM9-13 - Time or Temp - three units	\$520.00
ea.	M9-13 - Time or Temp - six units	\$1,023.00	IM9-13 - Time or Temp - six units	\$606.00
ea.	M9-13 - Time or Temp - nine units	\$1,171.00	IM9-13 - Time or Temp - nine units	\$711.00
ea.	M9-13 - Sensor Insulator - three unit	\$969.00	IM9-13 - Sensor Insulator-three unit	\$520.00
ea.	M9-13 - Sensor Insulator - six unit	\$1,023.00	IM9-13 – Sensor Insulator - six unit	\$606.00
ea.	M9-13 - Sensor Insulator - nine unit	\$1,171.00	IM9-13 - Sensor Insulator - nine unit	\$711.00
ea.	M9-13B - Fixed - three units	\$969.00	IM9-13B - Fixed - three units	\$520.00
ea.	M9-13B - Fixed - six units	\$1,023.00	IM9-13B - Fixed - six units	\$606.00
ea.	M9-13B - Fixed - nine units	\$1,171.00	IM9-13B - Fixed - nine units	\$711.00
ea.	M9-13B - Time or Temp-three units	\$969.00	IM9-13B - Time or Temp-three units	\$520.00
ea.	M9-13B - Time or Temp - six units	\$1,023.00	IM9-13B - Time or Temp - six units	\$606.00
ea.	M9-13B - Time or Temp-nine units	\$1,171.00	IM9-13B - Time or Temp-nine units	\$711.00
ea.	M9-13B-Sensor Insulator-three unit	\$935.00	IM9-13B-Sensor Insulator-three unit	\$614.00
ea.	M9-13B-Sensor Insulator - six unit	\$1,120.00	IM9-13B-Sensor Insulator - six unit	\$693.00
ea.	M9-13B-Sensor Insulator-nine unit	\$1,190.00	IM9-13B-Sensor Insulator-nine unit	\$723.00
	M19X	Guide		N/A
	M20C	Guide		N/A
	M20S	Guide		N/A
	M20X	Guide		N/A
	M21	Guide		N/A
ea.	M22-1	\$124.00		N/A
ea.	M22-2	\$127.00		N/A
	M24 (For reference only)	Guide		N/A
ea.	M26-5	\$115.00	IM26-5	\$72.00
ea.	M32-1	\$179.00		N/A

EXHIBIT B

ea.	M32-2	\$258.00		N/A
	M40-10 (For reference only)	Guide		N/A
	M40-1A	Guide		N/A
	M40-1A2	Guide		N/A
ea.	M40-12	\$24.00	IM40-12	\$16.00
ea.	M40-12X	\$24.00	IM40-12X	\$16.00
ea.	M40-DSG (Double Side Groove)	\$28.00	IM40-DSG	\$16.00
ea.	M40-DTG (Double Top Groove)	\$24.00	IM40-DTG	\$16.00
ea.	M40-SSG (Single Side Groove)	\$24.00	IM40-SSG	\$16.00
ea.	M40-STG (Single Top Groove)	\$21.00	IM40-STG	\$16.00
ea.	M52-3	\$21.00	IM52-3	\$16.00
ea.	M52-4	\$21.00	IM52-4	\$16.00
ea.	R1	Guide		N/A

EXHIBIT B

Pricing Sheet 2 Wage and Equipment Pricing

The below listed pricing shall be utilized by the Contractor as a base for project pricing, and all urgent project pricing. These rates shall be indexed in accordance with Section C and updated accordingly. LCRA shall utilize these contractually defined rates in the review of all "pricing requests" and to ensure contractual compliance with the "cost validation matrix". Mobilization charges shall not be included in the unit prices, but should be included as hourly rates in this pricing sheet. Mobilization charges only incur when going to a new job (not returning).

Labor Rates for Work (per hour including benefits and additives):

	Job Classification	Straight Time Rate	Overtime Rate	Premium Overtime
1	Superintendent	\$105.00	\$174.00	
2	General Foreman	\$90.00	\$147.00	
3	Foreman	\$88.00	\$140.00	
4	Lineman	\$84.00	\$133.00	
5	Apprentice Lineman	\$69.00	\$115.00	
6	Operator	\$66.00	\$104.00	
7	Truck Driver	\$50.00	\$75.00	
8	Groundman	\$58.00	\$90.00	
9	Temporary Laborer	N/A		

The labor rates provided above are guaranteed for Years 1-3. Provide/propose the percent labor increase for years 4 and 5 (if any).

Percent Increase

Year 4	3%
Year 5	2%

Fuel Surcharge (price plus markup)

Mark up
%

\$0.02

EXHIBIT B

Equipment Leased equipment should provide lease cost:		
	Equipment Description	Hourly Rate
1	Pick up 4 Wheel Drive	\$39.00
2	Pickup Crew Cab	\$39.00
3	1T Flatbed	\$49.00
4	2T Flatbed	\$58.00
5	Truck Tractor	\$212.00
6	Boom Truck	\$59.00
7	65' Bucket (LEASE)	cost + 10%
8	85' Bucket (LEASE)	cost + 10%
9	Bucket Truck (other)	\$82.00
10	Digger Derrick	\$93.00
11	Pressure Digger-300 Series	\$124.00
12	Pressure Digger-Other	\$112.00
13	Float/Material Trailer	\$39.00
14	Pole Trailer	\$42.00
15	Puller	\$59.00
16	Tensioner	\$39.00
17	Dump Trailer	\$37.00
18	Small backyard backhoe	\$40.00
19	Large backhoe	\$52.00
20	Backyard or easement digger	\$79.00
21	Backyard or easement bucket	\$74.00
22	Hydro Vacuum machine	\$115.00
23	Mini Excavator	

EXHIBIT B

Exhibit 6 Payment and Performance Bond Forms

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

(Public Work - State of Texas)

Project Name:

LCRA Task Order #: _____

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS: that

_____ as Principal (the "Principal"), and
_____, a _____ company, as surety (the
"Surety"), are held and firmly bound unto the Lower Colorado River Authority, as obligee
(the "Obligee"), in the amount of _____ Dollars (\$ _____) for
the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated
the _____ day of _____, 20____, to _____
(the "Contract") which contract is hereby referred to and made a part hereof as fully and to the
same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS IS SUCH, that is the said Principal shall
faithfully perform the work in accordance with the Contract, plans, specifications, and contract
documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that this
bond will remain in full force and effect throughout the Contract and the warranty period in
the Contract and contract documents, as well as for thirty (30) days after the warranty period
expires.

EXHIBIT B

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, Contract price adjustment, deduction or addition to the terms of the Contract, or to the work to be performed thereunder, or the plans and specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, Contract price adjustment, deduction or addition, to the terms of the Contract or to the work or to the plans and specifications. The penal sum of this bond increases or decreases with any increase or decrease in the Contract price.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Pursuant to Chapter 2253, any notice of claim should be sent to the Surety at the address referenced above.

IN WITNESS WHERE, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

WITNESS/ATTEST:

(Principal)

By: _____

Name:

Title:

Surety: _____

By: _____

(seal) Attorney-in-Fact

EXHIBIT B

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

(Public Work - State of Texas)

Project Name:

LCRA Task Order #: _____

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal (the "Principal"), and _____, a _____ company, as surety (the "Surety"), are held and firmly bound unto the Lower Colorado River Authority, as obligee (the "Obligee"), in the amount of _____ Dollars (\$____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 20____, to _____ (the "Contract") which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS IS SUCH, that is the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, Contract price adjustment, deduction or addition to the terms of the Contract, or to the work to be performed thereunder, or the plans and specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, Contract price adjustment, deduction or addition, to the terms of the Contract or to the work or to the plans and specifications. The penal sum of this of this bond increases or decreases with any increase or decrease in the Contract price.

EXHIBIT B

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Pursuant to Chapter 2253, any notice of claim should be sent to the Surety at the address referenced above.

IN WITNESS WHERE, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

WITNESS/ATTEST:

(Principal)

By: _____

Name: _____

Title: _____

Surety: _____

By: _____ (seal)
Attorney-in-Fact

EXHIBIT B

Exhibit 7

Contract Scope of Work

Contract Scope of Services:

1. Distribution Line Construction Services for LCRA, and
2. For use by LCRA's municipal and or/cooperative customers in the central Texas area on an as-needed basis.

EXHIBIT B

Exhibit 8

Design Change Notification



Design Change Notification (DCN)

TO CONTRACTOR: _____ DCN NO: _____

PROJECT: _____

OWNER: _____

ARCHITECT: _____

This DCN serves as notice of the following additions, deletions, or revisions to the Project Drawings and Specifications and is being issued in accordance with the Construction Services Agreement.

Description of Change

☐ Error or Ambiguity in Drawings/Specifications

☐ Differing Field Conditions

☐ Increase Cost Effectiveness

☐ Other: Explain

☐ Constructability

☐ Conflicting Design Elements

☐ Directed Scope Change

Signatures:

Recommended By: _____
Architect/Engineer _____ Date _____

Approved By: _____
LCRA _____ Date _____

Accepted By: _____
Contractor _____ Date _____

Copy: Owner, Contractor, Architect/Engineer, Field File

EXHIBIT C



9609 BECK CIRCLE
AUSTIN, TEXAS 78758
DON LAWYER (903) 603-6260

March 18, 2025

City of Lockhart
Attn: Bobby Leos

RE: Clear Fork Street

Dear Bobby,

Thank you for giving Techline Construction, LLC the opportunity to quote on the Clear Fork Street Project. The estimated total for this project is \$304,600.00 not to exceed \$325,600.00. This total includes travel, equipment, and labor.

Thank you,

Vance Thurmon
Techline Construction, LLC

EXHIBIT D

Statutorily Required Provisions

1. Contractor affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295) and Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ) and has returned a fully executed copy of the latter as an attachment to this executed contract and proof of the former to the City after filing with the Texas Ethics Commission, as required by the referenced provision of the Texas Government Code.
2. Verification Regarding Firearm Entities or Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (i) the Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the Contractor will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trade association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit
3. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, Tex. Gov't. Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, 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. The foregoing verification is made solely to comply with § 2274.002, Tex. Gov't. Code, as amended, to the extent that § 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Tex. Gov't. Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

4. Certification Regarding Terrorist Organizations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov't. Code, Contractor hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.
5. Certification Regarding Boycott of Israel To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Tex. Gov't. Code, Contractor and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex Gov't. Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2271.001, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Tex. Gov't. Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion and/or action to approve engineering design contract with M&S Engineering, LLC for upgrades to existing overhead primary conductors on the LK20 feeder, located east of US183 and between W China St. and FM20.

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: M&S Engineering is a multi-service utility engineering firm headquartered in Spring Branch, Texas with 7 offices in Texas. M&S has extensive experience serving municipal-owned utilities (MOU's) and electric cooperatives in Texas. The City has used M&S for recent LCRA five-year System Study projects and staff are satisfied with their work product.

This design project is to re-conductor approximately 6,600 ft. of existing single and three-phase aluminum overhead conductor to a three-phase, larger-gauge aluminum conductor for increased load demand. The project is referred to as the "Icehouse" Project, as a portion of the proposed improvements are located adjacent to the former icehouse on Brazos st. This is also the location of the City's current recycling center, for reference.

The design process is anticipated to be complete by Fall 2025. Thereafter, staff recommends to divide the construction of the project over two fiscal years due to the cost and scope of anticipated work, currently estimated at \$900k for labor and material. Half of the construction project is proposed for FYE 2026 and the final half completed in FYE 2027.

This proposed project is not in the City's LCRA five-year System Study, as the current study focused on projects that replace existing copper lines with aluminum. However, this project is recommended to improve the reliability of the LK20 feeder circuit by replacing weathered, and in certain areas, undersized infrastructure that may be sensitive to extreme weather events, such as peak load demands in summer and winter and storm weather.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends approval.

LIST OF SUPPORTING DOCUMENTS: M&S Engineering - Proposal for Icehouse Project



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

477 FM 311 | PO BOX 970
SPRING BRANCH, TX 78070
830.228.5446 PH | 830.885.2170 FX
FIRM F-1394
WWW.MSENGR.COM

June 23, 2025

Steven Lewis
City Manager
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

Submitted electronically via email to Bob Leos bleos@lockhart-tx.org

Subject: ICEHOUSE PROJECT – UPGRADE EXISTING OVERHEAD PRIMARY CONDUCTOR TO 3Ø – 477 AAC OVERHEAD PRIMARY CONDUCTOR

Mr. Lewis,

We appreciate the opportunity to continue a relationship with the City of Lockhart with this new project. Below is the lump sum cost estimate to design and field stake the re-conductor of approximately 6,600' (ft.) (linear footage) of EXISTING SINGLE and THREE PHASE overhead conductor to 3-Phase 477 AAC CONDUCTOR. Includes RAILROAD & TxDOT PERMIT SUBMITTALS. From the data you provided, we have a general understanding of the project needs. Subsequently, this estimate is based upon our previous experience with such projects and the knowledge we have of this specific project.

Project Definition

The scope of this project is to re-conductor approximately 6,600' (ft.) (linear footage) of EXISTING SINGLE and THREE PHASE overhead conductor to 3-Phase 477 AAC CONDUCTOR. Includes RAILROAD & TxDOT PERMIT SUBMITTALS. Minimum of (5) New air break switches will be installed – as recommended / approved by City of Lockhart Electric Dept.

Scope of Work

M&S Engineering will provide personnel and equipment to provide the detailed engineering required for this project. This work will generally include, but not be limited to:

Engineering & Design Activities

- Staking of the line to meet CITY OF LOCKHART ELECTRIC DEPT Specifications
- Design to include use of expanding foam to provide intermediate backfill for structural support on *** ALL NEW WOOD and SELF SUPPORT METAL/STEEL poles.
- Design to include installation of lightning arrestors and ground wire according to CITY OF LOCKHART ELECTRIC DEPT Specifications- using REA ELECTRIC SPECIFICATIONS.
- All required UTILITY EASEMENT NOTATIONS on project plan set will be coordinated with / approved by -- CITY OF LOCKHART ELECTRIC DEPT -- once approved will be noted on project plan set.
- Should existing rights of way not be clear of vegetation, identify on appropriate staking sheet(s) noting danger of the vegetation, even if hazard is outside of existing right of way.
- ALL REQUIRED Traffic Control SCOPE OF WORK – RESPONSIBILITY OF ELECTRIC CONTRACTOR.
- Edit each pole and show framing existing/removal.
- M&S Engineering will coordinate with CITY OF LOCKHART ELECTRIC DEPT – to submit the REQUIRED DOCUMENTS for approximately (3) TxDOT R.O.W. PERMITS.
- Provide SAG / TENSION / POLE STRENGTH charts.
- ALL REQUIRED ELECTRIC OUTAGES – coordinated with / approved by CITY OF LOCKHART ELECTRIC DEPT.—Before Outage is INITIATED.

- Any TRANSFER AND RELATED WORK pertaining to EXISTING COMMUNICATION INFRASTRUCTURE ON EXISTING to NEW UTILITY POLES – must be Coordinated / approved by CITY OF LOCKHART ELECTRIC DEPT.- before ANY is INITIATED.
- Ensure all equipment is 7200 kV. RATED.
- As per CITY OF LOCKHART ELECTRIC DEPT – All existing OVERHEAD TRANSFORMERS will be TRANSFERRED to NEW UTILITY POLE LOCATIONS.
- As per CITY OF LOCKHART ELECTRIC DEPT – ALL existing STREET LIGHT INFRASTRUCTURE (S/L ARMS, ILLUMINATOR, ETC.) will be TRANSFERRED to NEW UTILITY POLE LOCATIONS.
- List of materials – to be created by TECHLINE CO.
- CITY OF LOCKHART ELECTRIC DEPT will provide the location of a minimum (5) proposed – 3Ø AERIAL SWITCHGEAR EQUIPMENT – as required
- The Design Information on project plan set will be coordinated with/Approved by CITY OF LOCKHART ELECTRIC DEPT == before the project plan set is APPROVED/SEAL/SIGNED by M&S Engineering.
- All Existing / New Electric Infrastructure – will be GPS – and information provided to CITY OF LOCKHART ELECTRIC Dept.
- M&S Engineering will coordinate with CITY OF LOCKHART ELECTRIC DEPT – to submit the REQUIRED DOCUMENTS for a minimum of (1) RAILROAD PERMIT SUBMITTAL.
- M&S ENGINEERING will NOT BE RESPONSIBLE for ANY (\$) PAYMENT TO RESPECTIVE RAILROAD ENTITY as per PERMIT REQUIREMENTS.
- The skillsets required for this type of work include:
 - Knowledge of CITY OF LOCKHART ELECTRIC Construction and joint use standards
 - Working knowledge of CITY OF LOCKHART ELECTRIC material standards
 - Knowledge of CITY OF LOCKHART ELECTRIC Safety Policies.
 - Knowledge of NESC and OSHA standards.
- Note and prioritize any remedy actions needed, such as:
 - Equipment and pole condition (ex: leaking transformer, broken cross arm brace, etc.)
 - Tree trimming is needed
 - Clearances over roads, highways, railroads, other utilities, etc.
 - Safety concerns
- *** SAFETY CONCERNS WILL BE REPORTED IMMEDIATELY TO CITY OF LOCKHART ELECTRIC – FOR ACTION
- M&S Engineering will not be responsible for any procurement of required Electric Infrastructure (Conductor, transformers, poles, pole hardware - etc.) that will be required in the Construction scope of work for this project.
- M&S Engineering will not be responsible for creating ANY BID PACKET DOCUMENTS in PROJECT SCOPE OF WORK.

Schedule

M&S Engineering currently has sufficient staff availability to begin this project within ten working days of acceptance and written notification from the City of Lockhart.

Coordination Requirements

M&S Engineering will coordinate closely with other stakeholders as needed throughout the course of this project. Included in this, M&S personnel will:

- Attend virtual meetings as required
- Attend 4 in-person (site visit) project meetings
- Respond to City of Lockhart questions or comments as required
- Assist City of Lockhart to respond to questions or issues from vendors, manufacturers, and subcontractors
- Coordinate with surveyors (as needed)

Pricing Estimate

Our lump sum cost for engineering design services for this work is **\$125,595.00**

The above cost estimate does not include any permitting fees. M&S assumed that any cost associated with obtaining permits would be directed to the City of Lockhart for processing.

This project is to be executed and billed in accordance with existing terms, conditions and rates as identified in the Engineering Services Contract Between the City of Lockhart and M&S Engineering, LLC.

Clarifications

This proposal was created for information purposes, in order to commit resources and personnel to the project. As such, a series of assumptions were made, and although M&S will do its best to stay in budget, we would like to point out the actual cost compared to this estimated budget may be affected by any of the following factors:

- Multiple modifications to the project by City of Lockhart staff and/or TxDOT
- Multiple or elaborate requirements outside of the defined scope of work

Assumptions:

- Existing easements to be provided by the City of Lockhart as necessary

In the event these assumptions are proven false, M&S will keep City of Lockhart personnel and management informed of any cost over-runs as it becomes apparent.

Please note that while M&S and its sister companies can provide ground survey to verify or clarify any encroachments or impediments to the line, these services have not been included in this proposal. Should these services be required, it is recommended they be assigned to Sherwood Surveying & SUE.

We hope this estimate meets your current needs and look forward to further developing a more detailed scope and proposal as needed as your project develops. Please do not hesitate to call with any questions or comments.

Owner:	Engineer:
<u>CITY OF LOCKHART</u>	<u>M&S Engineering LLC</u>
(name of organization)	(name of organization)
By:	By:
<u>Garrett Armke</u>	<u>Garrett Armke</u>
(authorized individual's signature)	(authorized individual's signature)
Date:	Date:
<u>6/23/2025</u>	<u>6/23/2025</u>
(date signed)	(date signed)
Name:	Name:
<u>Steven Lewis</u>	<u>Garrett Armke</u>
(typed or printed)	(typed or printed)
Title:	Title:
<u>Lockhart City Manager</u>	<u>Project Manager</u>
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
<u>308 W. San Antonio St.</u>	<u>6477 FM 311</u>
<u>Lockhart, Tx 78644</u>	<u>Spring Branch, TX 78070</u>

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding authorizing the purchase and installation of replacement city-wide IT storage hardware and authorizing the City Manager to execute the purchase agreement.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In January 2020, the City purchased a new Datrium storage hardware system, also known as a storage area network (SAN). Since then, the company Datrium has been acquired by VMware and all the hardware products have been phased out and can no longer be serviced. The primary purpose of this acquisition is to provide storage resources for all the City's servers, which is the main component of our IT hardware. The City's IT provider, BlueLayer, has recommended the Dell PowerStore 500T replacement equipment which will provide more reliability and prevent disruption to city-wide services. The average lifecycle of this IT asset is 5-7 years.

The quote provided by BlueLayer includes the equipment, installation, and shipping for a total of \$66,835. If approved, BlueLayer will order the equipment and begin planning for installation.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the \$66,835 total expenditure for the purchase and installation of the replacement storage hardware system.

LIST OF SUPPORTING DOCUMENTS: Dell PowerStore 500T SAN Storage Quote

City of Lockhart, Texas

Council Agenda Item Cover Sheet



Dell PowerStore 500T SAN Storage

Quote Number: 037878 v1

Prepared For
City of Lockhart
Keeli Michna
308 W. San Antonio
Lockhart, TX 78644

This quote has not been approved. Please
review the terms, and sign below.

☒ I accept the above conditions

Your Initials: _____

Your Email Address: _____

Prepared By
Kelsey Dowdy
Director of Operations
Direct: 806-687-4765
kdowdy@bluelayer.com



Your available options

Hardware					
	Qty		Description	Price	Ext. Price
Dell PowerStore 500T					
☒	1		Dell PowerStore 500T All FLASH - 19.2TB RAW Storage before RAID and Snapshots (10 Drives)	\$62,947.00	\$62,947.00
☒	2		Network Cable - for Network Device - 1.5M	\$15.00	\$30.00
Subtotal					\$62,977.00



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9723-7d9398241f7d that
contains all the details for your options.
You can sign and fax us this document if
you are not comfortable submitting your
confirmation over the internet.

Blue Layer: Respon...



Your Active Quotes

#037878 Dell PowerStore 500T SAN Storage

Services					
	Qty		Description	Price	Ext. Price
Blue Layer Project Labor					
☒	2		Blue Layer Installation and Setup Services - SAN Configuration and Burn In	\$150.00	\$300.00
☒	2		Blue Layer Installation and Setup Services - VMware Cluster Setup including Networking	\$125.00	\$250.00
☒	8		Blue Layer Installation and Setup Services - Onsite Installation and Setup	\$125.00	\$1,000.00
☒	18		Blue Layer Installation and Setup Services - VMware Workload Migration from Datrium Storage Device	\$125.00	\$2,250.00
Subtotal					\$3,800.00

Shipping					
	Qty		Description	Price	Ext. Price
☒	1		Shipping of Hardware items to Blue Layer	\$58.00	\$58.00

Shipping					
	Qty		Description	Price	Ext. Price
Subtotal					\$58.00

Quote Summary	One-Time
Hardware Subtotal	\$62,977.00
Services Subtotal	\$3,800.00
Shipping Subtotal	\$58.00
Subtotal	\$66,777.00
Shipping	\$58.00
Total Amount	\$66,835.00

Update Options

Order Confirmation

Provider reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information, including Services or pricing is inaccurate.

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the “Agreement”) is between Blue Layer (sometimes referred to as “we,” “us,” “our,” or “Provider”), and the customer identified on the Order (sometimes referred to as “you,” “your,” or “Client”). This Agreement is effective as of the date the Client accepts the Order (the “Effective Date”).

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.

Exhibit A:

- Master Services Agreement
- Service Attachment for Managed Services
- Service Attachment for Managed Access Control Services
- Service Attachment for Compliance Services
- Schedule of Services
- Data Processing Agreement
- Service Level Objectives
- Schedule of Third-party services

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the “Agreement”) is between Blue Layer (sometimes referred to as “we,” “us,” “our,” or “Provider”), and the customer identified on the Order (sometimes referred to as “you,” “your,” or “Client”). This Agreement is effective as of the date the Client accepts the Order (the “Effective Date”).

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. The parties, acting through their authorized officers, hereby execute this Agreement.

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- Service Attachment for Managed Services

[Service Attachment for Managed Access Control Services](#)[Service Attachment for Compliance Services](#)[Schedule of Services](#)[Data Processing Agreement](#)[Service Level Objectives](#)[Schedule of Third-party services](#)

 ☐ I accept the above conditions

E-Signature

Your Initials:

Your Email Address:

Purchase Order Number:

Sign Here:

XClear SignatureAccept Order

Comments or Questions?

If you have any comments or questions about this quote, please feel free to enter it here. Your comment will be logged and emailed to kdowdy@bluelayer.com.

Submit Question / Comment

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 1, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding request from Councilmember Castillo to initiate possible amendments to Chapter 64, Zoning, to prohibit manufactured housing in residential zoning districts.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, David Fowler

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: City Councilmember John Castillo has requested an agenda item regarding the possibility of amending the zoning code to remove the current provisions through which manufactured housing can be permitted in the RHD residential High Density and RMD Residential Medium Density zoning districts.

City Council and the Planning and Zoning Commission could undertake this or any other proposed text amendment with the goal of ensuring the orderly development of the City. The public hearings before City Council and the Planning and Zoning Commission should consider changing circumstances in the City that make the proposed change necessary, and whether the proposed change is consistent with the City's Comprehensive Plan.

The specific change to Chapter 64 would be to remove manufactured homes from the list of uses allowed with an approved Specific Use Permit from the RMD and RHD zoning districts while also removing language in Section 64-200 that allows for the installation of a manufactured home on a lot not within a mobile home park. To keep the City's zoning ordinance with state case law, the Manufactured Home (MH) zoning district would remain in place, allowing for manufactured homes to remain in manufactured home parks with the appropriate zoning.

PROJECT SCHEDULE (if applicable): If City Council directs staff to prepare amendments to the zoning ordinance, the proposed amendments would likely be heard in public hearings at Planning and Zoning Commission in late July or early August and then return to City Council in August.

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: Planning and Zoning Commission would make a recommendation regarding proposed text changes if Council directs staff to research and draft amendments to Chapter 64.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Direct staff regarding initiating the process of amending Chapter 64, Zoning, to restrict manufactured housing in residential zoning districts.

LIST OF SUPPORTING DOCUMENTS: Manufactured Homes on Residential Lots, .

(e) Residential medium density district (RMD) (formerly R-2). This district provides medium population density areas within the city which allows for tracts with either single or multiple dwelling units, having a single principal structure with necessary accessory buildings for residential purposes and associated specific uses.

(1) Development types allowed in this district:

- a. Single-family-1, SF-1.
- b. Single-family-2, SF-2.
- c. Duplex family-1, DF-1.
- d. Patio home-1, PH-1.

(2) The following development types permitted within this district require a specific use permit:

- a. Townhouse-1, TH-1.
- b. Patio home-2, PH-2.
- c. Combined family-1, CF-1.
- d. Condominium-1, CM-1.
- e. Duplex family-2, DF-2.

(3) The following uses are allowed by-right:

- a. Dwellings of the development type allowed within this district.
- b. Home occupations.
- c. Accessory dwelling unit—Limited.
- d. Temporary real estate sales office in a structure intended for permanent occupancy as a dwelling in a new subdivision.

(4) The following uses require a specific use permit:

- a. Dwellings of the development type permitted within this district.
- b. Manufactured home, in accordance with the standards in subsection [64-200\(a\)](#) and subject to the requirements of appendix II for the MH district.
- c. Child care center, in detached structure only.
- d. All uses permitted in the public and institutional district.
- e. All uses permitted in the planned development district.
- f. Wireless telecommunication facility—Low impact, subject to the requirements of [section 64-202](#).
- g. Lodging or boarding house.
- h. Bed and breakfast inn.
- i. Accessory dwelling unit—General.

(f) Residential high density district (RHD) (formerly R-3). This district provides high population density areas within the city which allow for tracts with either single or multiple dwelling units, with either single or multiple principal structures with necessary accessory buildings for residential purposes and associated specific uses.

(1) Development types allowed within this district:

- a. Single-family-1, SF-1.
- b. Single-family-2, SF-2.
- c. Duplex family-1, DF-1.
- d. Duplex family-2, DF-2.
- e. Patio home-1, PH-1.
- f. Patio home-2, PH-2.
- g. Combined family-1, CF-1.
- h. Townhouse-1, TH-1.
- i. Condominium-1, CM-1.
- j. Multifamily-1, MF-1.

(2) The following development types permitted within this district require a specific use permit:

- a. Combined family-2, CF-2.
- b. Townhouse-2, TH-2.
- c. Condominium-2, CM-2.
- d. Multifamily-2, MF-2.

(3) The following uses are allowed by-right:

- a. Dwellings of the development type allowed within this district.
- b. Home occupations, except in MF-2.
- c. Lodging or boarding house.
- d. Bed and breakfast inn.
- e. Accessory dwelling unit—Limited.
- f. Accessory dwelling unit—General.
- g. Temporary real estate sales office in a structure intended for permanent occupancy as a dwelling in a new subdivision.

(4) The following uses require a specific use permit:

- a. Dwellings of the development type permitted within this district.
- b. Manufactured home, in accordance with the standards in subsection [64-200\(a\)](#) and subject to the requirements of appendix II for the MH district.
- c. Child care center, in detached structure only.
- d. All uses permitted in the public and institutional district.
- e. All uses permitted in the planned development district.
- f. Wireless telecommunication facility—Low impact, subject to the requirements of [section 64-202](#).

Sec. 64-200. - Same—Manufactured homes and modular dwellings.

(a) The installation of a manufactured home on an individual residential lot not within a manufactured home park shall comply with the following standards, except as noted. An existing nonconforming mobile or manufactured home be replaced in the same location with a manufactured home, as defined in [section 64-2](#), not complying with one or more of the following standards if such replacement home is a newer model, is at least as large as the prior manufactured home, and as a minimum complies with subsections (3), (4), (6), (7), and (8), below. This exception does not require approval of a specific use permit, but may be used only once at the same location unless the reason for replacement is damage caused by fire or natural disaster.

(1) The home shall be a new HUD-Code manufactured home not previously installed or occupied in any other location.

(2) Except where limited by the width of lots pre-existing on [effective date of adoption], the widest horizontal dimension of manufactured homes must face the street.

(3) The frame shall be supported by and tied to a foundation and anchoring system meeting the current requirements of the Texas Manufactured Housing Standards Act as administered by the Texas Department of Housing and Community Affairs, Manufactured Housing Division, or successor agency.

(4) Axle and hitch assemblies shall be removed at the time of placement on the foundation.

(5) The finished floor of the manufactured home shall be no more than 25 inches above the average adjacent ground level at the foundation on all sides visible from an abutting street, or from a lot containing a site-built single-family dwelling, except where the floor must be higher in order to be a minimum of 12 inches above the top of the highest abutting street curb or street crown if no curb. If necessary to maintain a minimum of 18 inches required for clearance between the ground and bottom of floor joists, the foundation may be recessed in a pit that is provided with a proper drainage system approved by a registered professional engineer, or by raising the grade of the earth in the yards where needed adjacent to the structure.

(6) A stoop, porch, patio or deck must be provided at each entrance to the manufactured home.

(7) The space between ground level and the manufactured home's floor level shall be skirted with nondegradable materials compatible in color, style and texture with the exterior of the home if a concrete foundation does not already enclose that space.

(8) Site-built attached additions must be compatible in color, style and materials with the exterior of the manufactured home.

(9) The owner shall cancel the personal property title on the manufactured home so that it can be rendered as real property for the purpose of ownership, taxes, insurance and financing.

(10) The land and structure shall be under the same ownership.

(b) The installation of a manufactured home on a leased space in a manufactured home park shall comply with the following standards:

(1) The frame shall be supported by and tied to a foundation and anchoring system meeting the current requirements of the Texas Manufactured Housing Standards Act as administered by the Texas Department of Housing and Community Affairs, Manufactured Housing Division, or successor agency.

(2) A stoop, porch, patio or deck must be provided at each entrance to the manufactured home.

(3) The space between ground level and the manufactured home's floor level shall be skirted with nondegradable materials compatible in color, style and texture with the exterior of the home.

(4) Site-built attached additions must be compatible in color, style and materials with the exterior of the manufactured home.

(c) The installation of a modular dwelling shall comply with the following standards, in addition to the regulations and codes normally applicable to site-built dwellings:

(1) The dwelling and lot shall have an estimated taxable value after installation of the dwelling equal to or greater than the median taxable value for each single-family dwelling located within 300 feet of the lot on which the modular home is proposed to be located, as determined by the most recent certified tax appraisal roll.

(2) The exterior siding, roofing, roof pitch, foundation fascia, and fenestration shall be compatible with single-family dwellings located within 300 feet of the lot on which the modular home is to be located.

(Ord. No. 97-21, § V(28-7-5), 10-7-97; Ord. No. 98-03, § II, 2-17-98; Ord. No. 98-15, § II, 7-7-98; Ord. No. 04-34, § II, 12-21-04; Ord. No. 08-02, § II, 3-18-08)

Cross reference— Manufactured home parks, [ch. 34](#).

From Chapter 64, Appendix II Table:

District: MH (Manufactured Home) (Note 9)

Minimum Lot Area (sq. ft.): 7,000

Minimum Lot Dimensions (ft.): 65 wide by 100 deep

Maximum Lot Coverage with Structures: 30 percent

Minimum Building Setbacks from Property Line (ft.): Street- 25; Side- 7.5 each side abutting another lot; and Rear- 10

Maximum Height: 2 stories

Off-Street Parking Spaces Required: 2, plus 1 for each additional bedroom over 3 bedrooms

On corner lots, the street setback shall be 25 ft. minimum on one street and 15 ft. minimum on the other street. See [Chapter 34](#), Code of Ordinances for manufactured home parks.

Note 9: These requirements are only for manufactured homes or site-built single-family dwellings on residential lots. Manufactured home parks shall comply with the provisions of [chapter 34](#), City Code.



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

