



Date of Proposal: 9-9-2025
Proposal To: Hillshire Village (the "Customer")
Serving: Pine Chase Drainage (the "Site")

Acceptance: The Customer may accept this Proposal either by A) signing where indicated or B) asking Infrastructure Construction Services (the "Company" herein) to begin work in writing. In the event of either form of acceptance, this Proposal shall become the contract between the Customer and the Company (the "Agreement" herein). This Proposal is valid for one hundred and twenty (120) days following the Date of Proposal listed above, but may, at the Company's sole option, be withdrawn or revised at any time prior to acceptance by the Customer.

Scope: The Company will provide consultative, construction, and/or field services regarding the Customer's construction project, construction punch list, or other infrastructure rehabilitation project (collectively, the "Project"). The parties agree that these services are labor and materials on behalf of the Customer and may or may not occur during the construction phase. In addition, the Company may:

- Facilitate the Customer's obtaining permit authorization to perform the Project;
- Prepare, modify, and/or maintain the Customer's construction documents including plans, specifications, certificates, or other documents required by the Customer's Project (collectively, the "Construction Documents");
- Provide inspections, testing, walk-throughs, and/or records concerning the Company's observations of site conditions;
- Provide debris removal, grading, or other handiwork.
- Construct amenities, structures, appurtenances, water quality features, drainage features, or concrete paving;
- Provide training, educational material, public notices, or consultation; or

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	REMOVE DISPOSE AND REPLACE ROAD SIDE COLLECTOR STRUCTURE 5" w/ TOE WALL. EXSISTING HEADWALL TO REMAIN	1	EA	\$ 4,500.00	\$ 4,500.00
2	INSTALLATION OF HEADWALL	1	EA	\$ 6,500.00	\$ 6,500.00
3	INSTALATION OF NAG C 350 INCLUDES 1 LOAD OF SELECT FILL	800	SF	\$ 9.00	\$ 7,200.00
4	SOLID SOD	900	SF	\$ 3.50	\$ 3,150.00
5	INSTALLATION OF 8' OF 24" RCP	1	EA	\$ 1,675.00	\$ 1,675.00
6	ADDITIONAL SELECT FILL IMPORTED PLACED AND COMPACTED	1	LD	\$ 350.00	
				Total	\$ 23,025.00

*** CONSTRUCTION STAKING TO BE PROVIDED BY OWNER

** WATER PROVIDED BY OWNER

Excludes: BONDS, LABORATORY TESTING, SURVEY, UTILITY RELOCATES, IRRIGATION REPAIRS, HAUL OFF OF SPOILS, SALES TAX (IF PROJECT IS TAX EXEMPT, CERTIFICATE MUST BE PROVIDED BEFORE START OF PROJECT), FEES & FINES ASSOCIATED WITH DAMAGE OF UN AND MISMARKED UTILITY LINES, DAMAGE TO ANY SURROUNDING STRUCTURES.

Standard Traffic Control includes installation, maintenance and removal of barrels, delineators, work ahead and lane closed ahead signs. Electronic message boards, detour and custom signs are not included.



Schedule: The Company may provide schedules suggesting when work may be done in the future and/or a general plan for frequency of work. The Customer understands that schedules are subject to change, based on weather and other factors. The Customer agrees to make no claim against the Company for Work not being performed according to any schedule.

Pricing of Services: The Company has offered pricing at rates as shown in this Agreement for the items of work that are agreed to be performed. This pricing is shown with subtotals based on estimated quantities for the Customer's information. However, the Company will invoice and the Customer shall pay the unit price(s) for Work based on actual quantities performed. All services and materials will be charged sales tax unless a valid Texas Sales and Use Tax Resale Certificate/Exemption Certificate is furnished.

Changes: This is a unit price contract and includes only items for which the Company and the Customer have agreed on the Work described in the agreed line items. No claim shall be made against the Company for any variance between estimated quantities and the quantities actually requested or performed under the Agreement. The parties anticipate that the actual Work will involve performance of quantities that may differ from the estimated quantities, and as part of this Agreement, the Customer will pay for actual quantities performed and invoiced. Work for which there is no line item is not in the Scope of the Agreement, and will be added to this Agreement only if the Company and the Customer agree in writing on the scope and price of that additional work and the Customer indicates its agreement by signature or other express agreement.

The Customer's Responsibility: The Company cannot guarantee, assure, nor warrant the Customer's compliance with its permit authorization to perform the Project nor its compliance with Local, State, and/or Federal requirements. The Company is only advising the Customer on the site conditions and requirements, and the Customer has primary responsibility to perform the work recommended by the Company and stated in the permit authorization to perform the Project. The Customer therefore agrees that Customer's performance of certain work is a condition precedent to the Company's obligation and/or ability to perform work, and further agrees that Customer will perform at least the following work:

- Obtain permit authorization to perform the Project;
- Maintain and enforce good housekeeping practices;
- Maintain and enforce the best management practices described in the Customer's permit authorization to the maximum extent practicable, including routine maintenance and/or repair/replacement of pollution prevention devices or erosion and sedimentation controls;
- Manage the Customer's contractors, sub-contractors and suppliers at every tier, and all other visitors and deliveries to the site to make sure they are maintaining best management practices;
- Notify the Company of the start and completion of any construction, the termination of any permit authorization, the transfer of any parcels, of lot take-down schedules, or of any transfer of operational control to another operator or operators;
- Notify the Company of any responsibilities assigned to other agents, designers, consultants, trades, contractors, subcontractors and/or suppliers at any tier;
- Provide access to the areas in which the Company will provide services;
- Allow periodic inspections by the Company by any reasonable means, technology, or methodology;
- Implement best management practices as the Company recommends and/or suggests to the maximum extent practicable; and
- Comply promptly with the requirements of any permit authorization to perform the Project and with the requirements of Local, State, and Federal authorities.

Term: The Agreement will continue as long as the Customer requests services from the Company. However, when the Customer accepts a project as completed, the Company will cease service in that area and will no longer be responsible for providing services for that area.

Termination: Either party may terminate this agreement upon seven (7) days written notice to the other. If the Customer terminates the Agreement, the Company will immediately be due payment for services performed up to and resulting from



termination, including demobilization, and after the date of termination, the Company will not be responsible for maintenance or storage of any records of services performed during this Agreement. If the Company terminates the agreement, the Company will immediately be due payment for services performed up to termination and after the date of termination. The Company will not be responsible for maintenance or storage of any records of services performed during this Agreement.

Invoicing: The Company will invoice by the last day of each month for services performed during that month, based on actual quantities of the Work performed.

Payment: Payment is due in full upon receipt, without retainage or withholding. Amounts unpaid after one hundred eighty (180) days will bear interest from seven days after the invoice date at 1 ½% interest per month.

The Company Rights Upon Non-Payment: If payment is not received timely, the Company may, at its sole discretion, suspend any or all work for the Customer. In addition, the Company will be under no obligation to maintain records that it has kept for the Customer on any Project for which payment is late. **NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, THE CUSTOMER AGREES TO INDEMNIFY THE COMPANY FOR ANY DAMAGES INCURRED BY THE CUSTOMER ARISING OUT OF OR RELATED TO OR RESULTING FROM RECORDS THAT THE COMPANY DOES NOT MAINTAIN WHILE THE CUSTOMER'S ACCOUNT IS DELINQUENT.**

Limitation of Responsibility / Liability: The Company will be responsible for damages incurred by the Customer only to the extent that such damages are directly caused by the Company's actions or omissions. The Customer agrees that the Company is not liable for the Customer's failure to perform the Customer's responsibilities under this agreement, including following the recommendations and suggestions of the Company and maintaining best management practices. The Customer agrees that the Company's total liability for any one year of services provided under this Agreement for this Project will not exceed 50% of the amount billed to the Customer for this Project during that year. Under no circumstances will the Company be liable for damages due to the Customer's failure to perform any of its responsibilities outlined above, or damages caused by the actions or inactions of any of the Customer's employees, agents, designers, consultants, trades, contractors, subcontractors and/or suppliers at any tier.

Waiver of Consequential Damages: The Company and the Customer waive any and all claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes:

- Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- Damages incurred by the Company for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Assurance: The Customer agrees that, both at the beginning of the job and any other time at which the Company may request, the Customer will provide the Company assurance of the Customer's ability to pay for the Work, as well as A) if this is a private project, the information described in subparagraphs 1-5 of Texas Business & Commerce Code Section 56.054 (d), or B) if this is a public projects, the information described in subparagraphs 1-3 of Texas Business & Commerce Code Section 56.054 (e).

Limited Warranty: The Company will perform the Work in a manner consistent with the standard of care expected of a company performing such services in this geographical area at this time under these circumstances. The Company provides no other warranties, and the Customer agrees that all other warranties, express or implied, are excluded.

Disputes: The parties will attempt to resolve any disputes arising out of or relating to this Proposal or the resulting Agreement and/or the Work by a) direct discussions between the parties, followed by b) mediation. If disputes remain unresolved after mediation, they will be resolved by arbitration, with the award of the arbitrator(s) binding pursuant to Texas Civil Practices and remedies Code Ch. 171. Mediation and/or arbitration will be conducted by the American Arbitration Association ("AAA") under their Construction Industry Rules in effect at the time that the dispute is first submitted to the AAA.



Insurance: The Company will carry its standard insurance, including general liability, auto liability, workers' compensation, and professional liability coverage.

No Third Party Beneficiary: Notwithstanding any provision of the Agreement, no other person or entity besides the Company and the Customer, whether or not mentioned in this Agreement or in the Work, is intended to be or will be considered to be a third party beneficiary of or entitled to assert any rights under this Agreement.

MUTUAL INDEMNITY: THE COMPANY AND THE CUSTOMER AGREE THAT EACH WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, OF EVERY KIND OR CHARACTER ("CLAIMS"), TO THE EXTENT THAT SUCH CLAIMS ARISE FROM DAMAGES CAUSED BY A) THE INDEMNIFYING PARTY, B) ANY OF THE INDEMNIFYING PARTY'S EMPLOYEES, REPRESENTATIVES, DESIGNERS, SUBCONTRACTORS, AND/OR SUPPLIERS AT ANY TIER, AND/OR C) ANY OTHER PARTY FOR WHOM THE INDEMNIFYING PARTY IS RESPONSIBLE.

THESE DUTIES EXTEND TO CLAIMS INCLUDING THOSE ARISING FROM PERSONAL INJURY, INCLUDING DEATH, EMOTIONAL DISTRESS, REAL AND PERSONAL PROPERTY DAMAGE, AND ECONOMIC LOSS.

THESE DUTIES EXTEND TO ALL CLAIMS THAT ARE BASED ON, IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF WORK AND/OR THE AGREEMENT.

THESE DUTIES ARE NOT LIMITED BY OR TO THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ANY PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

APPROVED AS TO FORM AND SUBSTANCE:

_____ ("Customer")	_____ Infrastructure Construction Services ("Company")
_____ Signature of the Customer Representative	_____ Signature of the Company Representative
_____ Printed Name of the Customer Representative	_____ Printed Name of the Company Representative
_____ Title of the Customer Representative	_____ Title of the Company Representative
_____ Date	_____ Date

