

**COMPREHENSIVE WATER AND WASTEWATER MASTERPLAN**

**CITY OF IOWA COLONY, TEXAS**

*Prepared for:*



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## 1.0 EXECUTIVE SUMMARY

### 1.1 Introduction

This study seeks to create a plan for the establishment of a Public Water System (PWS) as identified by the Texas Commission on Environmental Quality (“TCEQ”) owned and operated by the City of Iowa Colony, to provide adequate and reliable facilities to support the City’s expectations for service. This Comprehensive Water and Wastewater Master Plan will also include findings, analyses and recommendations for the implementation of measures required for the creation of a municipal utility system to meet the City’s infrastructure needs over the next 10 years and buildout of the City.

In addition, the plan will identify infrastructure and capital improvements required to provide the infrastructure framework for the expansion of the existing utilities and facilities, to accommodate future development as a result of future annexations, and an increase in the City’s population and commercial activity.

### 1.2 Existing Infrastructure

The water and supply and sanitary sewer system in the City have historically been primarily from private water wells and OSSF’s. However, the increased development occurring in and around the City has resulted in the construction of a number of Water Supply Plants, Wastewater Treatment Plants, sanitary sewer collection systems including lift stations and force mains. These have all been constructed by Municipal Utility Districts (MUDs), to meet the increasing residential and commercial demand. The service area of these facilities is limited to BCMUD 31, BCMUD 32, BCMUD 53 and BCMUD 55 (Meridiana, Sterling Lakes and Sierra Vista subdivisions).

The construction of the existing facilities and infrastructure has been facilitated by Development Agreements between the City of Iowa Colony and Developers of each of the existing active MUDs. As part of the Development Agreement, the City has the ability to assume operational control of in-city MUDs. BCMUD 31 and BCMUD 55 are eligible for takeover within two years once provided with proper notification.

### 1.3 Wastewater Demand & Flow Projections

The wastewater flow projections in this study involved the development of average flows and peak flows based on statistical analysis performed for this study and industry standards driven primarily by projected land use.

The average daily flow rate used for the analysis of the wastewater collection system is 250 gallons per day (gpd) per Equivalent Single-Family Connection (ESFC) with the number of ESFC’s

per acre adjusted per land use. A peaking factor of 3 was used to develop the peak flow values, and accounts for infiltration and inflow (I&I). Average daily flows and peak flows by land use are developed utilizing land use equivalencies applied to the various land use types throughout the study area and are incorporated into the wastewater analysis to determine the capacity of the Regional WWTP's.

#### **1.4 Water Demand & Flow Projections**

The water demand projections are based on a Water System Analysis performed by Jones Carter in January 2019 on the BCMUD 31 Water Supply Plant (WSP) and distribution system. This is the largest and oldest MUD within the City. The analysis looked at the existing system's capacity and pressure, and determined that the system was able to meet or exceed TCEQ requirements with the District's current average daily flow (ADF) at 250 gallons per day (gpd) per connection.

#### **1.5 Methodology & Design Criteria**

The methodology used in this study involves an analysis of the sanitary sewer collection system existing within the City of Iowa Colony and identifies ways in which this system can be expanded to cater to potential growth expected within the City. In order to develop a wastewater master plan, a baseline design criterion must be established, based on the requirements of the City of Iowa Colony's Engineering Design Criteria. The development of the wastewater master plan involves the evaluation of the design and capacity of the existing sanitary sewer collection systems including but not limited to existing gravity lines, lift stations, force mains and wastewater treatment facilities. All these components are checked against the baseline design criteria to determine capacities and potential for expansion to meet future growth demands.

The existing WSP's and distribution system were evaluated to determine capacity and pressure based on the requirements of 30TAC290 for existing and ultimate conditions. The analysis also determined potential modifications to the existing facilities and distribution systems that would result in an increase in capacity.

#### **1.6 Analysis & Recommendations**

Based on this evaluation, and current growth projections, Adico recommends the following infrastructure improvements over the next 10 years. They are prioritized in the order of importance. Some projects could change in the order of priority based on the amount of growth and where it may take place within the City.

**TABLE 1 WATER CAPITAL IMPROVEMENTS PLAN**

Project Name	Project Cost
<b>CIP Project No. 1A</b> – Iowa Colony Blvd. South Water Line Extension & Improvements	\$1,949,198
<b>CIP Project No. 1B</b> – Iowa Colony Blvd South Waterline Extension and Improvements Phase II	\$4,616,460
<b>CIP Project No. 2A</b> – Iowa Colony Blvd Central Waterline Extension and Improvements	\$1,550,475
<b>CIP Project No. 2B</b> – Cedar Rapid East Waterline Extension and Improvements	\$5,427,270
<b>CIP Project No. 3A</b> – Davenport Parkway and Ames Blvd. South Water Line Extension and Improvements	\$2,644,380
<b>CIP Project No. 3B</b> – Ames Blvd South Waterline Extension and Improvements	\$1,670,085
<b>CIP Project No. 4A</b> – Iowa Colony Blvd North Waterline Extension and Improvements	\$4,703,400
<b>CIP Project No. 4B</b> – Waterline Extension along Cedar Rapids west of SH 288 and Ruth Road Subdivision	\$1,587,398
<b>CIP Project No. 5</b> – SH6 Waterline Extension and Improvements	\$1,326,375
<b>Total</b>	<b>\$25,475,000</b>

The Analysis and Recommendations section of the study includes a Water and Wastewater Capital Improvements Plan which illustrates the prioritization of projects. The following tables illustrate the Capital Improvements Plan. More detail is included in Section 6.

**TABLE 2 WASTEWATER CAPITAL IMPROVEMENTS PLAN**

Project Name	Project Cost
<b>CIP Project No. 1</b> – City Hall Wastewater Extension	\$1,850,850
<b>CIP Project No. 2</b> – City Hall Wastewater Extension	\$2,993,204
<b>CIP Project No. 3</b> – Proposed Lift Station, Force Main and Gravity Line	\$1,802,642
<b>CIP Project No. 4</b> – Proposed Lift Station, Force Main and Gravity Line	\$2,093,261
<b>CIP Project No. 5</b> – Proposed Lift Station, Force Main and Gravity Line	\$2,093,261

## 1.7 Long Term Projects

In addition to the 10-Year CIP's listed above, a number of other projects have been identified as long-term projects. The primary purpose of the recommended 10-year CIP is to satisfy the level of service in a growing environment. Projects identified as "Long Term Projects" are growth related and may need to be accelerated or deferred depending on the growth rate actually experienced. The following table provides the details of the Long-Term Projects identified.

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**TABLE 3 LONG TERM PROJECTS**

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**Project Name**

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Project No. 6 – 5.25 MGD Wastewater Treatment Plant

Project No. 7 – 5.50 MGD Wastewater Treatment Plant

Project No. 8 – 3.5 MGD Wastewater Treatment Plant

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## 2.0 INTRODUCTION

The City of Iowa Colony (“City”) is a home rule city located in northern Brazoria County, Texas. The development of the Water and Wastewater Masterplan was identified as a priority project with the adoption of the Iowa Colony Comprehensive Masterplan in June 2020.

The City currently does not operate a municipal water or wastewater system. Municipal Utility Districts (MUDs) currently provide water and wastewater services to a majority of the 7,500 residents. Approximately 1200 residents utilize private water well and on-site sewage facilities (OSSF). Over the next 20 years, the population within the city service area is estimated to grow to over 30,000 residents.

The study will evaluate the existing water supply and distribution and sanitary sewer treatment and collection systems within the MUDs and provide overall recommendations for expansion. Elements of the water distribution system, including supply, pumping, ground storage and the piping are evaluated against Texas Commission on Environmental Quality (TCEQ) design criteria.

The existing sanitary sewer collection system will be evaluated based on the City’s Engineering Design Criteria, and the treatment plant will be based on the TCEQ’s criteria. This evaluation will examine the design and capacity of the existing sanitary sewer collection systems, included but not limited to existing gravity lines, lift stations, force mains and wastewater treatment facilities.

The Water and Wastewater System Master Plan is an important tool for facilitating orderly growth of the water supply and distribution system, sanitary collection system and wastewater treatment. It helps with the planning of expansions needed for providing adequate and reliable facilities to support the City’s expectations for service.

Population and commercial growth projections used in the study are based on the City’s comprehensive plan adopted June 2020. City leaders have planned for the development of a city owned and operated municipal water and wastewater system. These projections are utilized to develop projected sanitary sewer and water demand (average day, maximum day, and peak hour) values for 10-year and buildout conditions. This goal will allow the City to control its growth without depending on MUDs or Private Utility Companies to provide utilities services within the city limits.

The City defines land use and this determines the growth and character of the City. Therefore, this approach for determining flows by land use is a reasonable approach which can aid in the distribution of flows across a planning area. The key to the demand distribution is to determine factors that relate the flow per capita, from residential land uses to non-residential land uses.

The other land use categories distribute flow based on projected land. The following table (Table 1) presents land use flow assumptions based on the current land use categories along with average daily flow. ESCF refers to Equivalent Single Family Connections.

<b>TABLE 4 LAND USE ASSUMPTIONS</b>			
Land Use Category	ESFC's Per Acre	Wastewater	Water
		GPD/AC	GPD/AC
Open Space	-	-	-
Mixed Use	4	1,440	1,000
Medium Density Mixed Use	2.5	900	625
Medium Density Single-Family Residential	3.5	1,260	875
Low Density Single-Family Residential	1.7	612	425
Mobile Home	10	583	405
Public	-	950	950

## 2.1 Description of Study Area

The study area includes areas within the city limits and ETJ. Population projections are based on the assumption that the City has the ability to annex ETJ through development agreements or petition from property owners.

The City of Iowa Colony is divided into three (3) major service areas. The water and wastewater master plan cover the City's ETJ and City limits; approximately 17,233 acres (26.9 square miles). The City currently does not operate a municipal water or wastewater system. Water supply and sanitary sewer service is provided to most of the 7,500 residents by Municipal Utility Districts. Approximately 1200 residents utilize private water wells and OSSF's as their primary water and sanitary sewer source, respectively.

## 2.2 Objective and Scope of Study

As outlined in the City of Iowa Colony Comprehensive Plan, adopted June 2020, city leaders have planned for the development of a city owned and operated municipal water and wastewater system. This goal allows the City to control its growth without relying on MUDs or Private Utility Companies to provide utility services within the city limit.

The water and wastewater master plan provide structure improvements to serve the City's rural residents, and cater to both population and commercial growth through the development



of a modern, readily expandable public utility system. Any issues related to the existing systems including maintenance or operational issues are outside the scope of this study.

The systematic and comprehensive process of developing a water and wastewater master plan requires an analysis of the City's growth projections through planning periods, evaluation of the existing systems and providing recommendations and cost projections for capital improvements. Therefore, the project scope was developed to meet the master plan objectives and includes the following:

**a. Growth Projections**

The land use assumptions and growth rates that have been selected are in accordance with the Comprehensive Plan developed by Marsh Darcy Partners. The study was developed utilizing the same land use assumptions to develop growth projections for future water demand, which in turn facilitates expanding the water distribution system through build-out conditions. The growth projections are applied within the city limits and with projected annexations of out of city MUDs.

TABLE 5 POPULATION PROJECTIONS	
Year 2020 – Year 2040	
Year	Population
2020	7,894
2025	15,964
2030	20,959
2040	31,024

**b. Evaluation of Existing System**

Evaluation of the existing system requires collecting data on the existing facilities and infrastructure to determine the availability of excess capacity that can be utilized and limits of expansion for future growth.

**c. Capital Improvements Plan**

The Capital Improvements Plan (CIP) is intended to address the expansion of the existing WSP's, WWTP's, sanitary sewer collection system and water distribution system may also be used to develop a 10-year CIP related to growth for developing Water and Wastewater Impact Fees in accordance with Chapter 395 of the Texas Local Government Code.

### **2.3 Topography**

The terrain of the City and surrounding areas lies within the Gulf Coast Prairies Major Land Resource Area. The topography is relatively flat, with limited slope and elevation, generally sloping from northwest to the southeast. Elevations ranging from approximately 56.0 to 38.0.

### **2.4 Geotechnical**

The study area lies within the West Gulf Coast subdivision of the Atlantic and Gulf Coastal Plains. The soils are predominately clayey and loamy. Nonsaline clayey soils of the Lake Charles formation are found primarily along the floodplain areas of Chocolate Bayou. The Lake Charles formation soils are poorly drained, with very low permeability.

### **2.5 Flood Hazards**

The city limits include areas within and outside the 100-year flood plain and **remove** unshaded Zone "X" areas considered to be outside the 500-year flood plain, according to Federal Emergency Management Agency Flood Insurance Rate Map for Brazoria County, Texas and incorporated areas, Community Panel Nos. 48039C0105K, 48039C0110K, 48039C0115K and 48039C0120K dated effective December 30, 2020.

### **2.6 Existing Municipal Utility Districts**

There are currently four active MUDs within the city limits and ETJ. BCMUD No. 31 and BCMUD No. 55 are located within the city limits. BCMUD No. 32 and BCMUD 53 are active MUDs that are located in the ETJ. BCMUD No. 31 currently provides water supply and wastewater treatment to the BCMUD No. 32 through agreement. BCMUD No. 53 is an inactive MUD within the city limits.

### 3.0 WATER SUPPLY AND DISTRIBUTION

#### 3.1 Existing Infrastructure

The City OF Iowa Colony currently does not operate a municipal water supply and distribution system. Of the existing 7,500 residents, approximately 1,200 residents utilize private wells for their water supply. The remaining residents receive their water from Municipal Utility Districts (MUD's) who own and operate water supply plants and distribution systems.

#### 3.2 BCMUD 31 WSP

BCMUD 31 Water Supply Plant (WSP) serves BCMUD 31 and BCMUD 32. The existing water demand is a combination of single family residential and commercial users; a total of 3,110 connections. The following table shows the capacities of the existing components of BCMUD 31 WSP in accordance with TCEQ Rule TAC§290.45. Connection counts are based on Monthly Operator Reports for BCMUD 31 &32 as provided by the Operator and District Engineer. Unit flow rates were established from the average of 36 months of data as provided by the Operator and the District Engineer.

<b>Component</b>	<b>No. of Connections</b>	<b>Min. Capacity Req'd (gpm/conn)</b>	<b>Capacity Provided (gpm/conn)</b>	<b>TCEQ Min.</b>
Water Well	3,265	1,959 gpm	1,959 gpm	0.6 (gpm/conn)
Ground Storage Tank		653,000 gal.	820,000 gal.	200 (gal/conn)
Hydropneumatic Tank		65,300 gpm	50,000 gpm	20 gpm/conn
Booster Pump		6,350 gpm	5,000 gpm	2.0 gpm/conn

A Water System Analysis provided by Jones Carter dated January 2019 highlighted the following information. Existing water well capacities are based on the average of 15 performance and production tests conducted from 2010 to 2017. These vary significantly from the original design capacities. 0.6 gpm/conn is taken from the TCEQ's Chapter 290 criteria. Per 290.38(45), the Maximum Daily Flow is based on Peak Day flow from the past 36 months. The max day demand of 931,000 gallons occurred on August 18, 2018. Over the 36- month historical ADF of 303,000 gpd, this yields a MDF of 3.07.

The ground storage tank (GST) capacity required by the TCEQ is 200 gpd/conn. Because the GST does not produce any water, it should not be considered in the calculation of the plant's capacity in terms of flow.

Hydropneumatic tank capacity must be at least 30,000 gallons to serve up to 2,500 connections in order to meet TCEQ rules.

The TCEQ's minimum requirement for booster pumps is 2 gpm/conn or the ability to meet peak hourly demand with the largest unit out of service. As established by 30 TAC 290.38 (45), 36 months of historical data was utilized to determine the District's historical maximum daily demand factor of 3.07 in lieu of the default value of 2.4. The Peak Hourly Demand (PHD) is calculated by using the TCEQ's factor of 1.85 for the ratio of PHD to Maximum Daily Flow. Multiplying the two factors together gives us the ratio of PHD to ADF and is equal to 5.68. We rate the booster pumps in terms of ADF for comparison only.

### 3.3 BCMUD 55 WSP

BCMUD 55 WSP serves BCMUD 55. The existing water demand is a combination of single family residential and commercial users; a total of 2,000 lots. The following table shows the capacities of the existing components of BCMUD 55 WSP in accordance with TCEQ Rule TAC§290.45.

<b>Component</b>	<b>No. of Connections</b>	<b>Min. Capacity Req'd (gpm/conn)</b>	<b>Capacity Provided (gpm/conn)</b>	<b>TCEQ Min.</b>
Water Well	2,000	1,200 gpm	1,600 gpm	0.6 (gpm/conn)
Ground Storage Tank		400,000 gal.	269,000 gal.	200 (gal/conn)
Hydropneumatic Tank		40,000 gpm	30,000 gpm	20 gpm/conn
Booster Pump		4,000 gpm	2,300 gpm	2.0 gpm/conn

- Per TCEQ Rule TAC§290.45, a second well is not required where an interconnection is provided with another acceptable water system capable of supplying at least 0.35 gpm for each connection in the combined system under emergency conditions. An interconnection satisfying these requirements is provided by BCMUD 56.

- BCMUD 55 currently serves approximately 595 connections. Additional ground storage tank capacity and well capacity will be constructed to serve future connections and to meet the capacity requirements of TCEQ Rule TAC§290.45.
- The TCEQ Rule TAC§290.45 requirement for pressure tank capacity has been met; 30,000 for up to 2,500 connections.

### 3.4 BCMUD 53 WSP (under construction)

BCMUD 53 WSP is currently under construction and will serve BCMUD 53 service area. The existing water demand is a combination of single family residential and planned commercial users; a total of 1368 connections.

**TABLE 8 BCMUD 53 WSP WATER PLANT CAPACITY ANALYSIS**

Component	No. of Connections	Min. Capacity Req'd (gpm/conn)	Capacity Provided (gpm/conn)	TCEQ Min.
Water Well	1,368	1,200 gpm	1,000 gpm	0.6 (gpm/conn)
Ground Storage Tank		400,000 gal.	250,000 gal.	200 (gal/conn)
Hydropneumatic Tank		40,000 gpm	15,000 gpm	20 gpm/conn
Booster Pump		4,000 gpm	900 gpm	2.0 gpm/conn

### 3.5 Demand & Flow Projections

The existing water demand is made up of several types of uses, including single family residential, commercial, schools, irrigation, builders, and district meters. Per 30 TAC §290.38(16) a connection is a single-family residential unit, each commercial or industrial establishment, and for apartment complexes, the individual apartment units are considered as an equivalent connection.

An analysis of the oldest and most populous district was done by Jones Carter in January 2019. The daily water well production information and monthly metering data was collected for 36 months from 2015-2018 from District reports and analyzed. The historical existing combined average daily flow (ADF) in the Districts was calculated to be 250 gallons per day (gpd) per connection. This will form the basis for this analysis.

### 3.6 Average Daily Flow Projection

A critical component in planning for future flows is to distribute the flow across the planning area. The City of Iowa Colony defines land use and this determines the growth and character of the City. Therefore, this approach of determining flows by land use is a reasonable approach which can aid in the distribution of flows across a planning area. The key to the flow distribution is to determine factors that relate the flow per capita, from residential land uses to non-residential land uses.

As discussed earlier, 250 gallons per day (gpd) per equivalent single-family connection (ESFC) is assumed to be the average daily flow for residential land use. The other land use categories distribute flow based on projected land use how many acres of land use is projected. The following table (Table 8) presents land use flow assumptions based on the current land use categories along with average daily flow.

### 3.7 Peak Flow Projection

According to the analysis by Jones Carter, the peak-hour condition as set forth by the TCEQ was used as the worst-case scenario. Peak-hour conditions occur when a system experiences the highest-use hour on a Max Day. Historical data for the Districts has shown that this area has a Max Day peaking factor of 3.07. Per 30 TAC §290.38(45), this value was utilized in lieu of the default value of 2.4.

Peak-hour flows (PHF) are determined by multiplying the Max Day by a factor of 1.85, in the absence of verified historical hourly data. No hourly demand data is available for this system. A calculation of 3.07 multiplied by 1.85 yields a total Max Day PHF of 5.68 times the ADF.

### 3.9 Engineering Design Criteria

The City of Iowa Colony's Engineering Design Criteria, Chapter 3, establishes guidelines for the design, approval and construction of water distribution systems. The design criteria were adopted on July 20, 2009 and last amended in July 2020.

### 3.10 Federal Regulations

Further, the Engineering Design Criteria references the requirements of the TCEQ, 30TAC Chapter 290 for additional guidelines regarding the design of water distribution systems.

The following section contains pertinent excerpts from TCEQ 30TAC §290.45 regarding the design of water supply systems:

*(a) General provisions.*

- (1) The requirements contained in this section are to be used in evaluating both the total capacities for public water systems and the capacities at individual pump stations and pressure planes which serve portions of the system that are hydraulically separated from, or incapable of being served by, other pump stations or pressure planes. The capacities specified in this section are minimum requirements only and do not include emergency fire flow capacities for systems required to meet requirements contained in §290.46(x) and (y) of this title (relating to Minimum Acceptable Operating Practices for Public Drinking Water Systems).*
- (2) The executive director will require additional supply, storage, service pumping, and pressure maintenance facilities if a normal operating pressure of 35 pounds per square inch (psi) cannot be maintained throughout the system, or if the system's maximum daily demand exceeds its total production and treatment capacity. The executive director will also require additional capacities for a system that is unable to maintain a minimum pressure of 20 psi during fire fighting, line flushing, other unusual conditions, and systems that are required to provide fire flow as specified in §290.46(x) and (y) of this title.*
- (3) The executive director may establish additional capacity requirements for a public water system using the method of calculation described in subsection (g)(2) of this section if there are repeated customer complaints regarding inadequate pressure or if the executive director receives a request for a capacity evaluation from customers of the system.*
- (4) Throughout this section, total storage capacity does not include pressure tank capacity.*
- (5) The executive director may exclude the capacity of facilities that have been inoperative for the past 120 days and will not be returned to an operative condition within the next 30 days when determining compliance with the requirements of this section.*
- (6) The capacity of the treatment facilities shall not be less than the required raw water or groundwater production rate or the anticipated maximum daily demand of the system. The production capacity of a reverse osmosis or nanofiltration membrane system shall be the quantity of permeate water after post-treatment that can be delivered to the distribution system. The amount available for customer use must consider:*
  - (A) the quantity of feed water discharged to waste;*
  - (B) the quantity of bypass water used for blending;*
  - (C) the quantity of permeate water used for cleaning and maintenance; and*

- (D) any other loss of raw water or groundwater available for use due to other processes at the reverse osmosis or nanofiltration facility.*
- (7) If a public water system that is an affected utility fails to provide a minimum of 35 psi throughout the distribution system during emergency operations as soon as it is safe and practicable following the occurrence of a natural disaster, a revised emergency preparedness plan or justification regarding pressure drop shall be submitted for review and approval within 180 days of the date normal power is restored. Based on the review of the revised emergency preparedness plan, the executive director may require additional or alternative auxiliary emergency facilities.*

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## **4.0 FUTURE WATER SOURCE – SURFACE WATER**

The City of Iowa Colony and its Municipal Utility Districts rely one hundred percent on groundwater. The question is, will groundwater as the community's only water source be sustainable over the long-term growth of the City? Planning for future water looks out over 50 years. As incredible as that may seem, the State of Texas, and its 16 water planning regions have been forecasting the water needs of the citizens of Texas out over 50 years since 1997 with passage of Senate Bill 1 in the Texas Legislature. The State Water Plan is updated every five years. A fifty-year planning horizon is necessary as all major metropolitan cities in the Texas rely on surface water as their primary water source and the reliability of those surface water supplies is dependent on having adequate lakes and reservoirs to store water. In recent years, the timeline to develop a new reservoir, from concept to completion has taken forty years.

### **4.1 Regional Historical Perspective**

Ground water, specifically ground water from the Gulf Coast Aquifer, has for more than a century been the primary source of drinking water along the upper Texas Coast. And for good reason, it is high quality drinking water meeting all State and Federal regulations, requiring only the addition of disinfection to insure it is safe to consume.

Surface water as a major drinking water source came into the Houston metropolitan area 1954. The rationale was, drilling water wells would not keep up with the exploding growth that began following World War II. This did not stop the need for groundwater and Houston, along with every other community in the region, continued to increase groundwater withdrawal. With the rapid growth of industries across Brazoria, Galveston, and Harris counties, also added proliferation of groundwater water wells throughout the region.

In the early 1940's, research conducted by local universities, the State of Texas, and the U.S. Geological Survey began to identify the correlation between groundwater withdrawal for municipal, industrial, and agricultural supply and land subsidence. Level surveys conducted in the 1940s of National Geodetic Survey benchmarks established just after the turn of the 19<sup>th</sup> century verified the occurrence of land subsidence in the Houston region and further supported the need to better understand the causal factors.

Although the scientific support connecting groundwater water withdrawal and land subsidence had been established for many years, it was not until the 1960's when community leaders began to link the increased frequency and severity of flooding to the on-going land subsidence. The Houston region is essentially flat, with the land sloping generally towards the Gulf of Mexico about 1 foot every mile. Considering the topography, the reoccurrence of hurricanes and tropical storms, and the consistent large amounts of rainfall in the Houston region flooding

was already a concern, land subsidence was beginning to exasperate the issue. In 1961, Hurricane Carla hit the Houston area, causing flooding on a scale that was well beyond what was expected from a hurricane of Carla's size. As a result, local area governments began to analyze the serious and very real impact subsidence could have on the area's potential economic growth and quality of life, and, just as important, began to determine what exactly could be done about it, and how best to reduce the region's reliance on groundwater.

By 1973, the City of Galveston, working in cooperation with the City of Houston and the Coastal Water Authority (CWA), had begun converting to surface water supplied from Lake Houston, and in May of 1975, the Texas Legislature created the Harris-Galveston Subsidence District (the Subsidence District), the first political subdivision of its kind in the United States. Authorized as a regulatory agency, they were created to cease future land subsidence and were armed with the power to restrict groundwater withdrawals.

In 1967, the Coastal Water Authority was created by the State to bring untreated surface water to Harris County for the same reasons.

By 1976, the Subsidence District had begun the process of compiling hydrologic information on the characteristics of the most widely used water-bearing units in the Gulf Coast Aquifer System. The District went on to compile information on water usage and water supply in Harris and Galveston counties, and implemented regulatory procedures associated with the first groundwater regulatory plan. The District designated an area of concentrated emphasis and began working with regional water providers and groundwater users to reduce groundwater withdrawal in the coastal areas. The plan included directives to convert industries on the Houston Ship Channel to surface water supplied from the recently completed Lake Livingston reservoir. As a result of that effort, subsidence rates in the Baytown-Pasadena area were reduced significantly.


As subsidence rates were being reduced to near zero in the coastal areas, groundwater levels in inland areas north and west of Houston were rapidly declining due to the substantial development in those region and large population growth. As a result, the water-level in the gulf coast aquifer recorded a decline of more than 100 feet between 1977 and 1997. Because of this increasing threat of subsidence in these areas, the HGSD adopted a series of regulatory plans to reduce groundwater pumpage, and ultimately mandated, a reduction to only 20% reliance on groundwater by 2035.

In 1989, the Texas Legislature created the Fort Bend (county) Subsidence District whose objectives mirror that of the Harris – Galveston Subsidence District. The Fort Bend Subsidence District was created to reduce the reliance on groundwater due to rapid growth, water supply dependent entirely on groundwater, and proximity to significant aquifer level declines in the Gulf Coast Aquifer.

Parallel activity was taking place in neighboring Galveston County to reduce industries dependence on groundwater. An engineering report commissioned by the industries in Texas City and the Galveston Chamber of Commerce in 1947, recognized that the water tables in the area around Galveston Bay were dramatically decreasing and at the same time saw material subsidence of the ground surface.

Surface water as a major drinking water source came into the Houston metropolitan area 1954 with the first surface water treatment plant built by the City of Houston, the “East Plant” and it continued to be expanded upon decades forward. The Gulf Coast Water Authority built the second major surface water treatment plant in 1979 to serve Galveston County. Since that time, numerous communities in the Houston metropolitan area have either built their own surface water treatment plant – Sugar Land, Missouri City, Stafford, Pecan Grove, Baytown, Deer Park – or, they are purchasing surface water from one of the three regional surface water suppliers in the region; the City of Houston, Gulf Coast Water Authority or Brazosport Water Authority.

#### **4.2 Iowa Colony’s Future Water Supply**

With this historical perspective in mind, what has happened in the three counties surrounding Brazoria County is a good indicator that Brazoria County community’s sole reliance on groundwater is not sustainable for the same reasons, declining water levels in the Gulf Coast Aquifer, growth, and land sustain  Land is subsiding in Brazoria County. Less than 13 miles southeast of Iowa Colony, the Gulf Coast Water Authority recently raised its saltwater barrier across Chocolate Bayou 2.5 feet higher due to land subsidence. Iowa Colony will need to look at surface water supplies; and the remainder of this section focuses on possible suppliers as outlined below.

#### **4.3 Nearby municipalities**

**Pearland** along with the communities of Sugar Land, Missouri City, Pecan Grove, and Stafford, long ago recognized they would need to supplement their groundwater supply with surface water. All of these five communities signed option contracts for a future surface water supply with Gulf Coast Water Authority (GCWA) some 25 years ago. All but Pearland converted those option agreements to a permanent surface water supply over the past eight years and constructed their own surface water treatment plants. Pearland, while holding an option agreement with GCWA, first turned to the City of Houston as primary water supply while maintaining its groundwater wells for emergency backup. Pearland now has a \$165 million dollar investment underway that will include a 10 MGD surface water treatment plant and expansion of their water transmission lines throughout the community with plans to expand to 20 MGD when growth demands. When their surface water plant comes online in 2022, they too

will be exercising their option contract with GCWA. There is interest by the City of Pearland of being a future regional water supplier, however they no immediate plans to do so, nor have they developed any programming to support such an endeavor.

**Manvel** and its municipal utility districts are 100% on groundwater supply, however the City took advantage of an offer to purchase raw water from the Brazos River Authority (BRA) three years ago. They are investing over \$1.5 million annually for the rights to this water from the BRA, but do not yet have a definitive development timeline for their surface water treatment plant needed to treat their water from the BRA. Further, the only viable method for Manvel to receive water from the Brazos River is through the extensive water canal systems owned and operated by GCWA. Those canal systems transport river water from the Brazos to their agricultural, municipal, and industrial customers in Fort Bend, Brazoria, and Galveston counties. Manvel does not yet have an agreement with GCWA to transport their BRA water.

#### 4.4 Water Authorities

**Brazosport Water Authority (BWA)** was created by the Texas Legislature in 1985 as a regional water authority to provide water to seven member cities in southern Brazoria County, Dow Chemical potable water, and two Texas Department of Criminal Justice prison units. In 2018, they began to provide water to the City of Rosenberg as well. The governance structure of BWA consists of one board member appointed from each of the original seven member cities. BWA offices and treatment plant are located in Lake Jackson. BWA has expressed a strong interest in being Iowa Colony's future treated surface water supplier. They have in place draft contracts as well as a pricing structure for the sale of 'option water'. Option water is a reservation of a certain quantity of treated surface water to be delivered when the purchaser is ready to receive the water. An important point to note; expansion of their water transmission system is paid for by the participants on new transmission lines; member cities do not participate.

**Gulf Coast Water Authority (GCWA)** was created by the Texas Legislature in 1965 as a regional water supplier initially focused on the Texas City Industrial Complex. In 1980, GCWA purchased what was then an 18 MGD surface water treatment plant from Texas City. In 1988, GCWA purchased the American and Briscoe canal systems, adding agriculture customers. In 2006, GCWA purchased the Juliff and Chocolate Bayou canal systems. The enabling legislation for GCWA has been amended multiple times such that the service area of GCWA has expanded to include Brazoria, Fort Bend, and Galveston counties. Their ten-member board is appointed by the county commissioners court in all three counties. Two of their canal systems pass immediately adjacent to Iowa Colony. GCWA management staff has indicated they have raw water to sell to Iowa Colony but do not have a system wide pricing structure at this time. Staff indicated this pricing structure would likely be in place by the end of this calendar year.

## 5.0 WASTEWATER COLLECTION & TREATMENT

### 5.1 Existing Infrastructure

The City of Iowa Colony currently does not operate a municipal sanitary sewer collection and treatment system. Of the existing 7,500 residents, approximately 1,200 residents utilize private on-site sanitary sewer facilities (OSSF) for sanitary sewer collection and treatment. The remaining residents are served by Municipal Utility Districts (MUD's) who own and operate sanitary sewer collection systems and wastewater treatment facilities.

#### 5.1 BCMUD 31 WWTF

BCMUD 31 WWTF serves BCMUD 31 and BCMUD 32; approximately 1,030 acres (AC) of a combination of "Medium Density Single Family Residential" and High-Density Mixed Use" development areas. The BCMUD 31 WWTF is permitted as follows:

TABLE 9 BCMUD 31 WWTF PERMIT PHASES		
Phase	Average Daily Flow, ADF (MGD)	Peak Flow (MGD)
Interim I	0.48	1.92
Interim II	0.90	3.6
Interim III	2.0	8.0

#### 5.2 BCMUD 55 WWTF

BCMUD 55 WWTF serves BCMUD 55 and BCMUD 32; approximately 847 AC of a combination of "Medium Density Single Family Residential", "High Density Mixed Use", "Medium Density Mixed Use" and "Open Space". BCMUD 55 WWTF is permitted as follows:

TABLE 10 BCMUD 55 WWTF PERMIT PHASES		
Phase	Average Daily Flow, ADF (MGD)	Peak Flow (MGD)
Interim I	0.16	0.48
Interim II	0.32	0.96
Interim III	0.98	2.94

### 5.3 BCMUD 53 WWTF (under construction)

BCMUD 53 WWTF serves BCMUD 53; approximately 340 AC of “Medium Density Single Family Residential” development area. BCMUD 53 WWTF is permitted as follows:

**TABLE 11 BCMUD 53 WWTF PERMIT PHASES**

Phase	Average Daily Flow, ADF (MGD)	Peak Flow (MGD)
Interim I	0.20	0.80
Interim II	0.40	1.60
Interim III	0.90	3.60

### 5.3 Gravity Lines

Most of the sanitary sewer gravity lines within the City limits have been constructed in the last 10 years and consist of primarily polyvinyl chloride (PVC) pipe.

### 5.4 Force Mains

The topography within the City of Iowa Colony requires lift stations in a number of the areas being served by the sanitary sewer collection system. There are currently seven (7) lift stations within the city limits as shown on the **Exhibit C**.

### 5.5 Lift Station Facilities

The following inventory is based on information supplied by the City of Iowa Colony.

a. BCMUD 55 LS #1

- Location: Located on Discovery Drive along the west boundary of the proposed Alvin Independent School District (ISD) High School No. 4.
- System Description: This lift station serves the proposed Alvin ISD High School No. 4. Sanitary sewer flows from the school’s sanitary sewer collection system to the lift station, then pumped via a 10” sanitary sewer force main into the sanitary sewer collection system located on Iowa Colony Blvd approximately 1,400 feet north of County Road (CR) 64.

b. BCMUD 31 LS #1

- Location: Located on Sterling Lakes Drive approximately 400 feet north of the intersection Sterling Lakes Drive and Nickel Canyon Drive.

- System Description: This lift station serves BCMUD 31 and BCMUD 32. Sanitary sewer flows from BCMUD 31 and BCMUD 32 collection system flows by gravity and is pumped to this lift station, then pumped via 12" sanitary sewer force main to BCMUD 31 WWTP.
- c. BCMUD 31 LS #2
- Location: Located on Green Paradise Drive approximately 350 feet from the intersection of Sterling Lakes Blvd. and Green Paradise Drive.
  - System Description: This lift station serves Sterling Lakes West Section 3. Sanitary sewer flows from Sterling Lakes West Sec 3 sanitary sewer collection system to BCMUD 31 LS #2, then pumped via a 6" sanitary sewer force main into a sanitary sewer manhole located directly across Green Paradise Drive; part of the Sterling Lakes West Sec 1 sanitary sewer collection system.
- d. BCMUD 32 LS#1
- Location: Located on Sierra Vista Blvd., south of Sierra Blvd. Sec 2 and approximately 300 feet from the intersection of Sierra Vista Blvd. and Mountain Split Drive.
  - System Description: This lift station serves the Sierra Vista Subdivision. Sanitary sewer flows from the Sierra Vista sanitary sewer collection system to the BCMUD 32 LS #1, then pumped via 10" sanitary sewer force main to BCMUD 31 LS #1.
- e. BCMUD 32 LS#2
- Location: Located on Ames Blvd. approximately 1,725 feet north of the intersection of Sterling Lakes Drive and Ames Blvd.
  - System Description: This lift station serves Sterling Lakes Sec 13. Sanitary sewer flows from the Sterling Lakes Sec 13 sanitary sewer collection system to the BCMUD LS #2, then pumped via 4" sanitary sewer force main to a manhole located on the northwest corner of Sterling Lakes Drive and Ames Blvd.; part of the sanitary sewer collection system located in the Sterling Lakes Drive Right-of-Way (ROW). This sanitary sewer collection system flows to BCMUD 31 LS #1 and is then pumped to BCMUD 31 WWTP.
- f. BCMUD 53 LS#1
- Location: Located at the end of Greenhorn Lane in Sierra Vista Sec. 1.
  - System Description: This lift station serves Sierra Vista Sec. 1 and Sec. 2. Sanitary sewer flows from the Sierra Vista Sec. 1 and Sec. 2 sanitary sewer collection system to the BCMUD 53 LS#1, then pumped via 8" force main to a sanitary

sewer manhole located on Crystal View Drive, then flows into the Sierra Vista West Sec. 4 sanitary sewer collection system to BCMUD 53 WWTP.

g. BCMUD 53 LS#2

- Location: Located at the corner of Yuba Valley Drive and Scrub Oak Drive in Sierra Vista West Sec. 6.
- System Description: This lift station serves Sierra Vista West Sec. 6. Sanitary sewer flows from the Sierra Vista West Sec. 6 sanitary sewer collection system to the BCMUD 53 LS#2, then pumped via 8" force main to a sanitary sewer manhole located on Crystal View Drive, then flows into the Sierra Vista West Sec. 4 sanitary sewer collection system to BCMUD 53 WWTP.

## 5.6 Septic Systems

There are a large number of existing residential and commercial areas in the City that are currently served by septic systems. For the purposes of this analysis, it was assumed that most of these areas would be converted from septic to a sanitary sewer collection system in the future.

## 5.7 Demand & Flow Projections

Developing demand and flow projections is a critical component of this wastewater master plan and provides the basis for determining the capital improvement requirements for new growth within the study area. Flow projections involve developing average flows, peak flows and infiltration and inflow (I&I) contributions to the sanitary sewer collection system.

## 5.8 Average Daily Flow Projections

There are generally two methods for determining average flow values for sanitary sewer collection systems. The first method involves using industry standard or regulatory values that have been calculated by evaluating flow patterns over long periods of time in various geographic areas. A second method is to use local, historical data to develop average daily flows. Typically, both methods are used as a check.

Seasonal fluctuations, weekly variations and daily changes in flow are significant in wastewater flows and must be considered in planning and design of a collection system that is capable of accommodating the greatest flow rate that can be reasonably expected. Therefore, in addition to developing an average daily flow, a peak flow rate is also determined by multiplying the average daily flow rate by a peaking factor. Typical values, based on standard practice, can be



used for a peaking factor and range from three (3) to four (4). Alternatively, historical data and statistical trends; if available; can be used to develop a peaking factor.

Infiltration and inflow (I&I) is a common problem in sanitary sewer collection systems. In fairly new systems, broken joints, pipes and manholes are the most common cause of groundwater infiltration in the sanitary sewer collection system. Similar to determining average and peak flows, there are two ways to account for the amount of I&I into the system. Standard practice recommends adding an assumed amount to account for I&I. A widely used alternative to account for I&I, involves the comparison of wet weather and dry weather historical data. The difference between wet weather and dry weather flows is theoretically the amount of I&I in the system.

The analysis phase of this study begins with establishing values for average flow, peak flow and I&I flow. The following sections describe the methods used to determine the flows utilized in this report.

**a. Previous Sanitary Sewer System Studies**

No previous sanitary sewer system studies have been conducted within or on behalf of the City of Iowa Colony. Therefore, historical data is unavailable for the determination of the sanitary system flows.

**b. Average Daily Flow Projection**

For the purpose of this report, the following conversion will be used:

250 gpd = 1 Equivalent Single-Family Connection (ESFC)

**c. Peak Flow Projection**

Similar to the development of average flows, the peaking factor is usually based on the historical flow data and will typically be adjusted to include I&I.

Typical industry standards recommend a peaking factor for sanitary sewer collection systems of between 3 and 4. In the absence of historical data for this analysis and considering most of the sanitary sewer collection systems are fairly new, a peaking factor of 3 will be used. This will account for I&I flows as well.

## **5.9 Peak Flow Projections**

Similar to the development of average flows, the peaking factor is usually based on the historical flow data and will typically be adjusted to include I&I.

Typical industry standards recommend a peaking factor for sanitary sewer collection systems of between 3 and 4. In the absence of historical data for this analysis and considering most of the sanitary sewer collection systems are fairly new, a peaking factor of 3 will be used. This will account for I&I flows as well.

A critical component in planning for future flows is to distribute the flow across the planning area. The City of Iowa Colony defines land use and this determines the growth and character of the City. Therefore, this approach of determining flows by land use is a reasonable approach which can aid in the distribution of flows across a planning area. The key to the flow distribution is to determine factors that relate the flow per capita, from residential land uses to non-residential land uses.

As discussed earlier, 250 gallons per day (gpd) per equivalent single-family connection (ESFC) is assumed to be the average daily flow for residential land use. The other land use categories distribute flow based on projected land use how many acres of land use is projected. Table 1 presents land use flow assumptions based on the current land use categories along with average daily flow.

### **5.10 Wastewater System Modeling Methodology**

The preparation of this Wastewater Master Plan involves the evaluation of only major lines (8" and above), lift stations and force mains. Due to the fact that this report serves primarily as a planning tool to assess the need for major infrastructure, it was necessary to simplify the analysis as described to enable an evaluation of the performance of the system as a whole.

In order to evaluate the sanitary sewer collection system, a sanitary sewer analysis was conducted within the sub-areas. The analysis looked at existing system information such as pipe length, location, diameter, roughness coefficient, pipe slope, Manhole data such as rim elevation and flowline elevation and flowline information for major sanitary sewer lines and lift stations within the sub-areas. Pipe data was extracted from subdivision construction plans.

Existing lift stations are only shown as junction points in the analysis; no pumping or capacity information is provided.

### **5.11 Engineering Design Criteria**

The City of Iowa Colony's Engineering Design Criteria, Chapter 4, establishes guidelines for the design, approval and construction wastewater collection systems. These design criteria were adopted on July 20, 2009. The following sections contain pertinent excerpts from the City of Iowa Colony's design criteria:

#### ***a. Pipe Design***

*The following table lists the minimum grade for 6-inch to 27-inch diameter public sanitary sewers. The recommended velocity for a sanitary sewer flowing full shall be 2.3 feet per second (fps). The minimum velocity for a sanitary sewer flowing full shall be 2.0 feet per second (fps). The maximum recommended grade shall be calculated*

*by the Professional Engineer of Record for a maximum velocity of 4.5 fps based on a Manning equation for full flow with the Manning's "n" equal to 0.013. 4.3.9(A)*

TABLE 12 MINIMUM PIPE SLOPES	
PIPE SIZE (I.D., in.)	MINIMUM GRADE (PERCENT)
6	0.7
8	0.44
10	0.33
12	0.26
15	0.19
18	0.15
21	0.13
24	0.11
27	0.087

*For sewers larger than 27 inches in diameter, the Professional Engineer of Record shall determine the appropriate grade utilizing Manning's Formula, using a minimum full pipe velocity of 2.fps. 4.3.9(B)*

**b. Force Mains**

*Force mains shall be a minimum of four inches in diameter unless it is used in conjunction with a grinder pump station. For a duplex pump station, the minimum velocity is three feet per second with one pump in operation. For a pump station with three or more pumps, the minimum velocity in a force main is two feet per second with only the smallest pump in operation, and a minimum flushing velocity of five feet per second or greater must occur in a force main at least once daily. The report must certify that a pipeline with a velocity greater than 6.0 feet per second can withstand high and low negative surge pressures in event of sudden pump failure.*

*§217.67(a)*

## 5.12 Federal Regulations

The Environmental Protection Agency (EPA) is currently in the process of developing new regulations concerning the operation and management of wastewater systems. The proposed regulation is called "CMOM" for Capacity, Management, Operation and Maintenance. In the proposed regulation, the EPA summarizes the CMOM program as follows:

*A CMOM program is what a collection system authority uses to manage its assets, in this case, the collection system itself. The CMOM Program is comprised of a set of best practices that have been developed by the industry and are applied over the entire life cycle of the collection system and include:*

- *Design and Construction for Operation and Maintenance (O&M)*
- *Know what is in the system (inventory and physical attributes)*
- *Know where it is (maps and location)*
- *Know what condition it is in (assessment)*
- *Plan and schedule work based on condition and performance*
- *Repair, replace and rehabilitate based on condition and performance.*

More information, including a guidance document published by the EPA in 2005, can be found by accessing the following website: [cmom.net](http://cmom.net). This Wastewater System Master Plan is one component that may be a part of the City's potential future CMOM program.

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## 6.0 ANALYSIS AND RECOMMENDATIONS

An analysis of the land use projections as outlined in the City of Iowa Colony Comprehensive Plan, adopted June 2020, was used to determine land use in the three major service areas. These service areas were further divided into sub-areas based on location and physical characteristics and each assigned a water and sanitary sewer average daily flow by land use, utilizing the land use equivalencies for various land use types throughout the City.

The required infrastructure and facility improvements identified in this Master Plan are the basic improvements that are necessary to provide service to the areas identified in the three major service areas. These are divided into two categories, 10-Year CIP and Long-Term Projects. Additional infrastructure will be required to serve individual parcels and is not part of the scope of this study. The analysis and recommendations are broken down by Service Areas. The following opinion of probable cost for each capital project is based on current 2021 dollars, no inflation increases, and does not include any property acquisitions.

### 6.1 Water Supply & Distribution System 10-Year CIP

TABLE 1 WATER CAPITAL IMPROVEMENTS PLAN	
Project Name	Project Cost
<b>CIP Project No. 1A</b> – Iowa Colony Blvd. South Waterline Extension & Improvements	\$1,949,198
<b>CIP Project No. 1B</b> – Iowa Colony Blvd South Waterline Extension and Improvements Phase II	\$4,616,460
<b>CIP Project No. 2A</b> – Iowa Colony Blvd Central Waterline Extension and Improvements	\$1,550,475
<b>CIP Project No. 2B</b> – Cedar Rapid East Waterline Extension and Improvements	\$5,427,270
<b>CIP Project No. 3A</b> – Davenport Parkway and Ames Blvd. South Water Line Extension and Improvements	\$2,644,380
<b>CIP Project No. 3B</b> – Ames Blvd South Waterline Extension and Improvements	\$1,670,085
<b>CIP Project No. 4A</b> – Iowa Colony Blvd North Waterline Extension and Improvements	\$4,703,400
<b>CIP Project No. 4B</b> – Waterline Extension along Cedar Rapids west of SH 288 and Ruth Road Subdivision	\$1,587,398
<b>CIP Project No. 5</b> – SH6 Waterline Extension and Improvements	\$1,326,375
<b>Total</b>	<b>\$25,475,000</b>

### 6.1.1 Service Area 1 CIP Projects

Based on the system analysis performed by Jones Carter in January 2019, BCMUD 31 WSP can serve approximately 3,265 connections at its maximum capacity. No further expansions can be undertaken due to site constraints. Additional capacity will require the construction of a new WSP.

**CIP Project No. 4A** - 12" Waterline extension and Water Supply Plant to serve areas along Iowa Colony Blvd. north of SH288 to Union Pacific Railroad

**CIP Project No. 4B** - 12" Waterline extension along Cedar Rapids, west of SH 288 and Ruth Road Subdivision.

### 6.1.2 Service Area 2 CIP Projects

The current phase of BCMUD 53 WSP is sized to serve 249 connections with expansion to the ultimate phase to serve the build-out conditions of BCMUD 53. Due to site constraints, the construction of a new facility will be required for connections in excess of the ultimate capacity.

**CIP Project No. 3A** – 12" & 8" Waterline extension to serve areas along south of Davenport Parkway along Ames Blvd. to South Hayes Creek, including Duke Road and CR 382.

**CIP Project No. 3B** – Water Supply Plant, 12" and 8" waterline extension to serve areas along Ames Blvd, south of South Hayes Creek, including CR 62.

### 6.1.3 Service Area 3 CIP Projects

The current phase of BCMUD 55 WSP is sized to serve 1,300 connections with expansion to the ultimate phase to serve approximately 2,600 connections. Due to site constraints, the construction of a new facility will be required for connections in excess of the ultimate capacity.

**CIP Project No. 1A** – 12" and 8" Waterline extension to Iowa Colony City Hall Area, including Magnolia Bend, Kelly Leigh Subdivision area.

**CIP Project No. 1B** – Water Supply Plant, 12" and 8" Waterline extension to serve area south of Iowa Colony City Hall including Brister Road and Edward Lane.

**CIP Project No. 2A** – 12" and 8" Waterline extension to area along Iowa Colony Blvd. north of Meridiana and east of SH 288

**CIP Project No. 2B** – 12" and 8" Waterline extension to area east of Iowa Colony Blvd. and north of Cedar Rapid Parkway.

## 6.2 Wastewater Collection and Treatment 10-Year CIP

**TABLE 2 WASTEWATER CAPITAL IMPROVEMENTS PLAN**

Project Name	Project Cost
<b>CIP Project No. 1</b> – City Hall Wastewater Extension	\$1,850,850
<b>CIP Project No. 2</b> – City Hall Wastewater Extension	\$2,993,204
<b>CIP Project No. 3</b> – Proposed Lift Station, Force Main and Gravity Line	\$1,802,642
<b>CIP Project No. 4</b> – Proposed Lift Station, Force Main and Gravity Line	\$2,093,261
<b>CIP Project No. 5</b> – Proposed Lift Station, Force Main and Gravity Line	\$2,093,261
<b>Total</b>	<b>\$10,833,200</b>

### 6.2.1 Service Area 1 CIP Projects

**CIP Project No. 3** – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas south of Bullard Parkway and West of SH 288 including Ruth Road and BCMUD 35.

**CIP Project No. 4** - Lift Station, Force Main and Gravity Sanitary Sewer to serve areas along SH 6 and areas along Iowa Colony Blvd., from SH 6 to Bullard Parkway.

### 6.2.2 Service Area 2 CIP Projects

**CIP Project No. 2** – Lift Station and Force Main to serve areas south of Davenport Parkway and West of SH 288.

### 6.2.3 Service Area 3 CIP Projects

**CIP Project No. 1** – Lift Station and Force Main to serve areas adjacent to the Iowa Colony City Hall area, including Magnolia Bend, Kelly Leigh Subdivision and surrounding areas.

**CIP Project No. 5** – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas along SH 6 and areas along Iowa Colony Blvd., from SH 6 to Bullard Parkway.

## 6.3 Long Term Projects

The primary purpose of the recommended improvements is to identify infrastructure and capital improvements required to provide the infrastructure framework to accommodate

future development within the City limits. Long Term projects are growth related and may need to be accelerated or deferred depending on the growth rate actually experienced.

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**TABLE 3 LONG TERM PROJECTS**

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**Project Name**

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Project No. 6 – 5.25 MGD Regional Wastewater Treatment Plant No. 2

Project No. 7 – 5.50 MGD Regional Wastewater Treatment Plant No. 1

Project No. 8 – 3.5 MGD Regional Wastewater Treatment Plant No. 3

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#### **6.4 Other Considerations**

Development of a community wide water supply is likely ten to twenty years in the making for the City, depending on how fast the community grows. The City has the benefit of learning from those nearby rapidly growing communities of choosing a well-planned development of a city-wide, reliable water system. Water and wastewater utility systems are perhaps the most complex operations of any growing community and these systems are the most heavily Federal and State regulated aspects of all the services a city provides to its citizens. Unfortunately, these utilities also have the direst of consequences when poor operational decisions are made; examples abound – from the recent water contamination in nearby Lake Jackson to Flint Michigan. Failure to plan can also lead to communities who are forced to adopt the most severe limitations on water usage with the approach of every dry season, from Los Angeles to Atlanta and in Texas – El Paso.

The first step has already been taken – developing a long-range master plan. The second is to acknowledge water is not in abundant supply in the region without significant capital investment in development of a water source and an interconnecting water transmission system. Today however the recommendation is narrowing focused on ‘source water’; where over the next 10 to 20 years will the City obtain its water. The authors of this report highly recommend the City invest in securing one or more long-term, water supply option agreements. Based on the information gathered, the most promising opportunity is with the Gulf Coast Water Authority for the following reasons. They have the largest water resources available and that resource is in close proximity to the City. GCWA is the only regional water supplier whose interest is not biased by a priority interest in meeting its own needs first.

During the analysis of existing facilities, the review of the City’s projects identified are geared towards an update of the City’s Engineering Design Criteria to include more detailed



requirements for Lift Station Design. The requirements should include but not be limited to Supervisory Control and Data Acquisition (SCADA) controls, to enable high-level process supervisory management for integration of more technological features for automation, remote monitoring, control and communication.

## **6.5 Regulatory Considerations**

As part of the regulatory framework of facilitating the transfer and/or transition from MUD ownership and operation to City ownership and operation of the existing water and wastewater facilities and systems, the following logistical items need to be considered:

- a. Provide notice to In-City MUDs for annexation of facilities regarding integration into city wide public utility system. Notification is required 2 years prior to annexation of facilities.
- b. Prepare an implementation plan for creation of a public utility system for operation and maintenance, utility billings, monitoring etc.
- c. Develop an impact fee study for water and sewer to fund capital projects identified in the 10-year CIP and provide a plan for its implementation.
- d. Develop a rate order for water and sewer taps.
- e. Inclusion of the items above as part of the City's Ordinance.

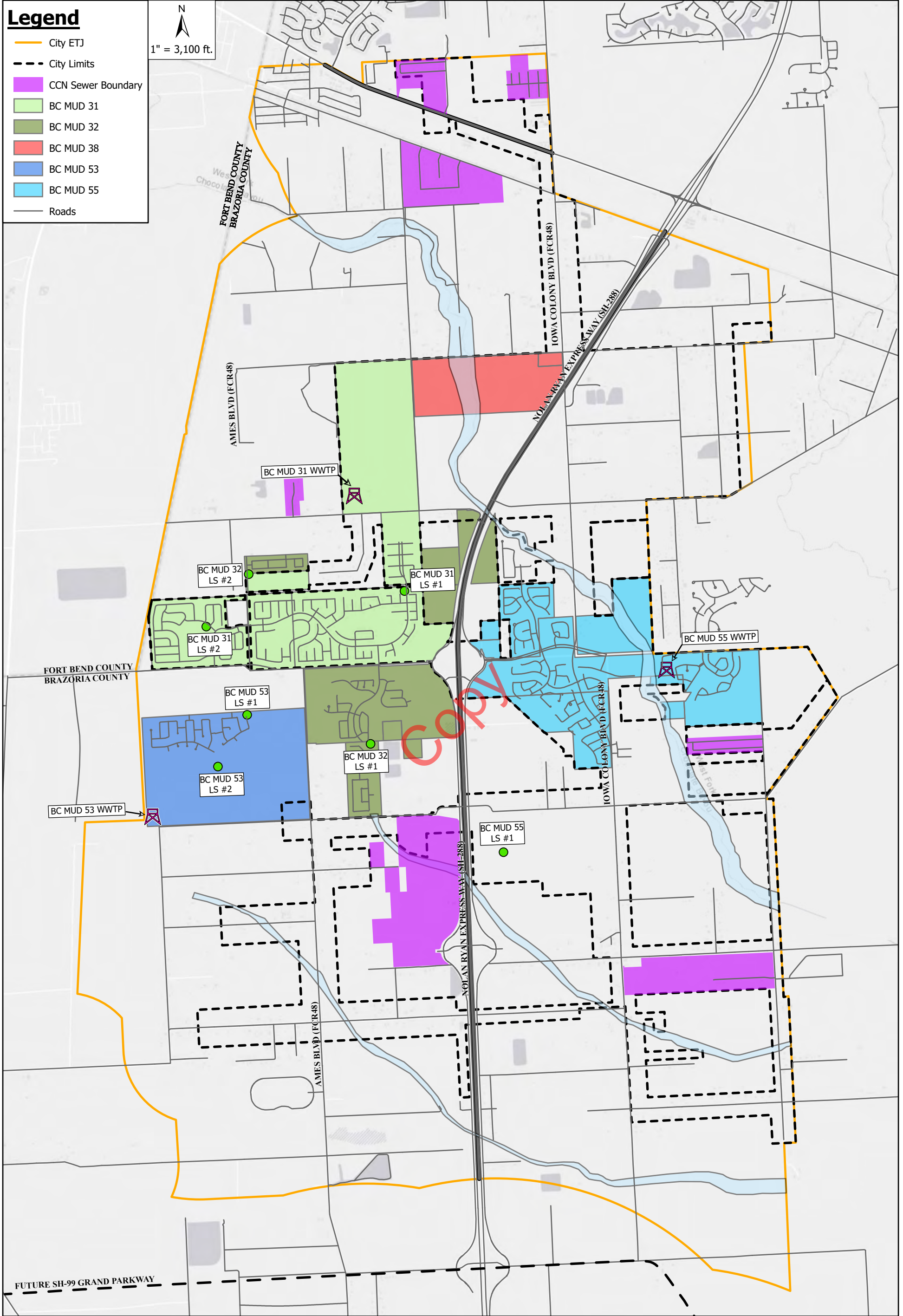


















EXHIBIT A  
CITY OF IOWA COLONY  
WASTEWATER SYSTEM MASTER PLAN  
VICINITY MAP

## Legend

-  Existing Lift Station  
 Existing Sewer Line  
 Existing Force Main  
 Sub-Area 1  
 Sub-Area 2  
 Sub-Area 3  
 Sub-Area 4  
 Sub-Area 5  
 Sub-Area 6  
 Sub-Area 7  
 Sub-Area 8  
 Sub-Area 9  
 Sub-Area 10  
 City ETJ  
 City Limits  
 Existing Creek

N  
1" = 3,100 ft.

Sub-Area	Wastewater Flow (MGD)	
#	ADF	Peak
1	0.51	1.53
2	0.63	1.9
3	2.5	7.51
4	1.8	5.41
5	1.91	5.72
6	2.54	7.62
7	3.17	9.52
8	3.97	11.9
9	2.07	6.22
10	1.99	5.96

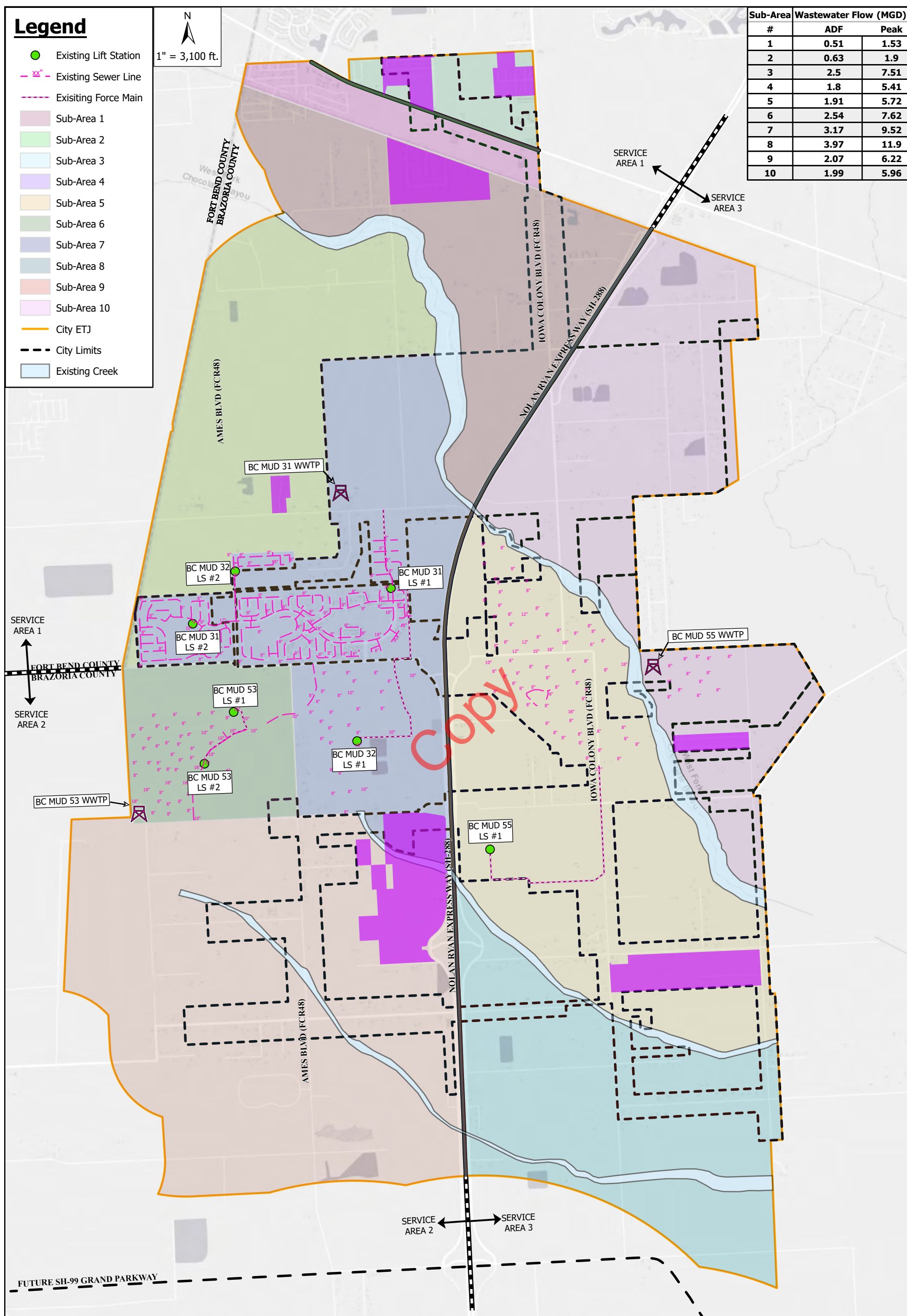
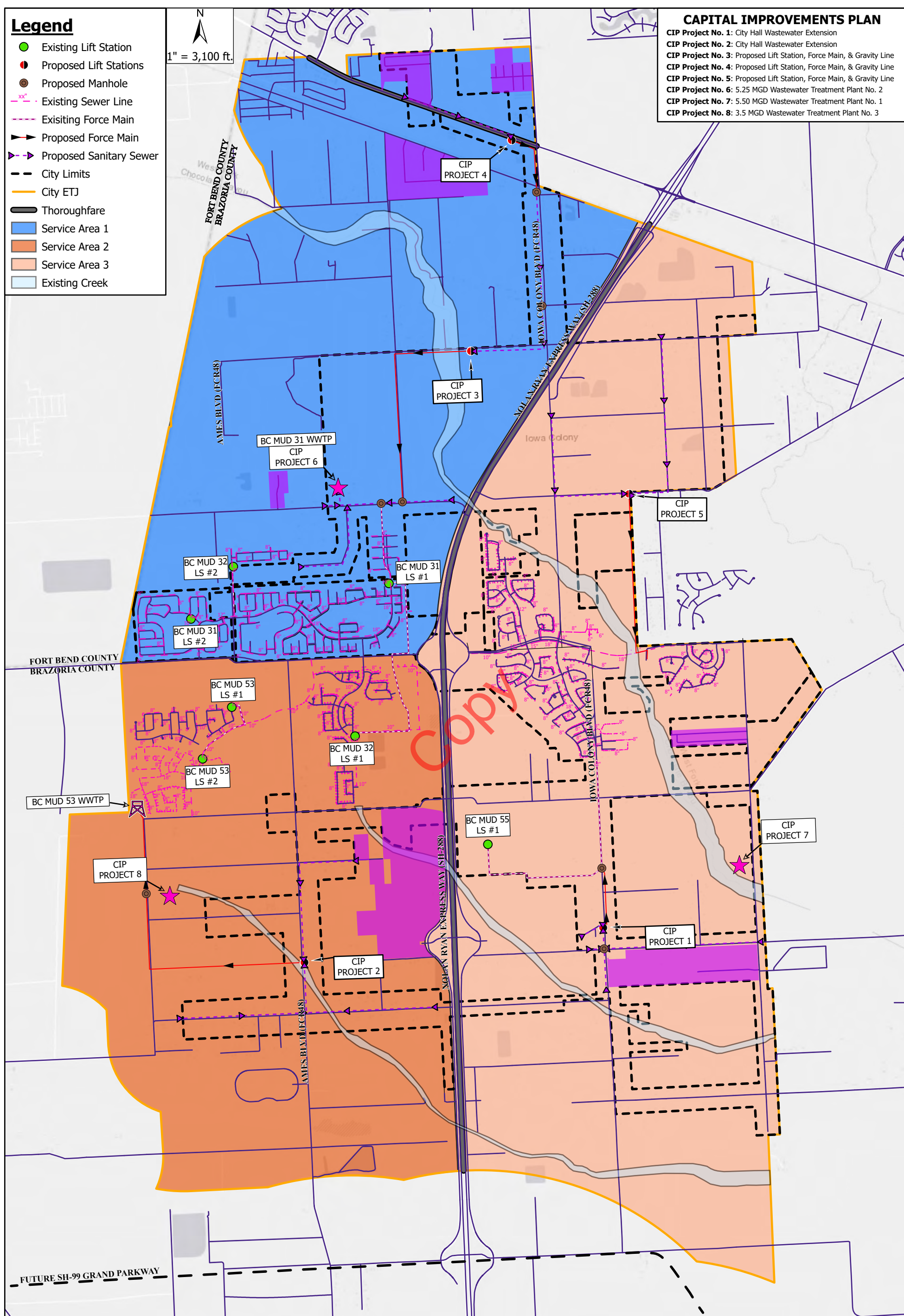


EXHIBIT B  
CITY OF IOWA COLONY  
WASTEWATER SYSTEM MASTER PLAN  
EXISTING SYSTEM



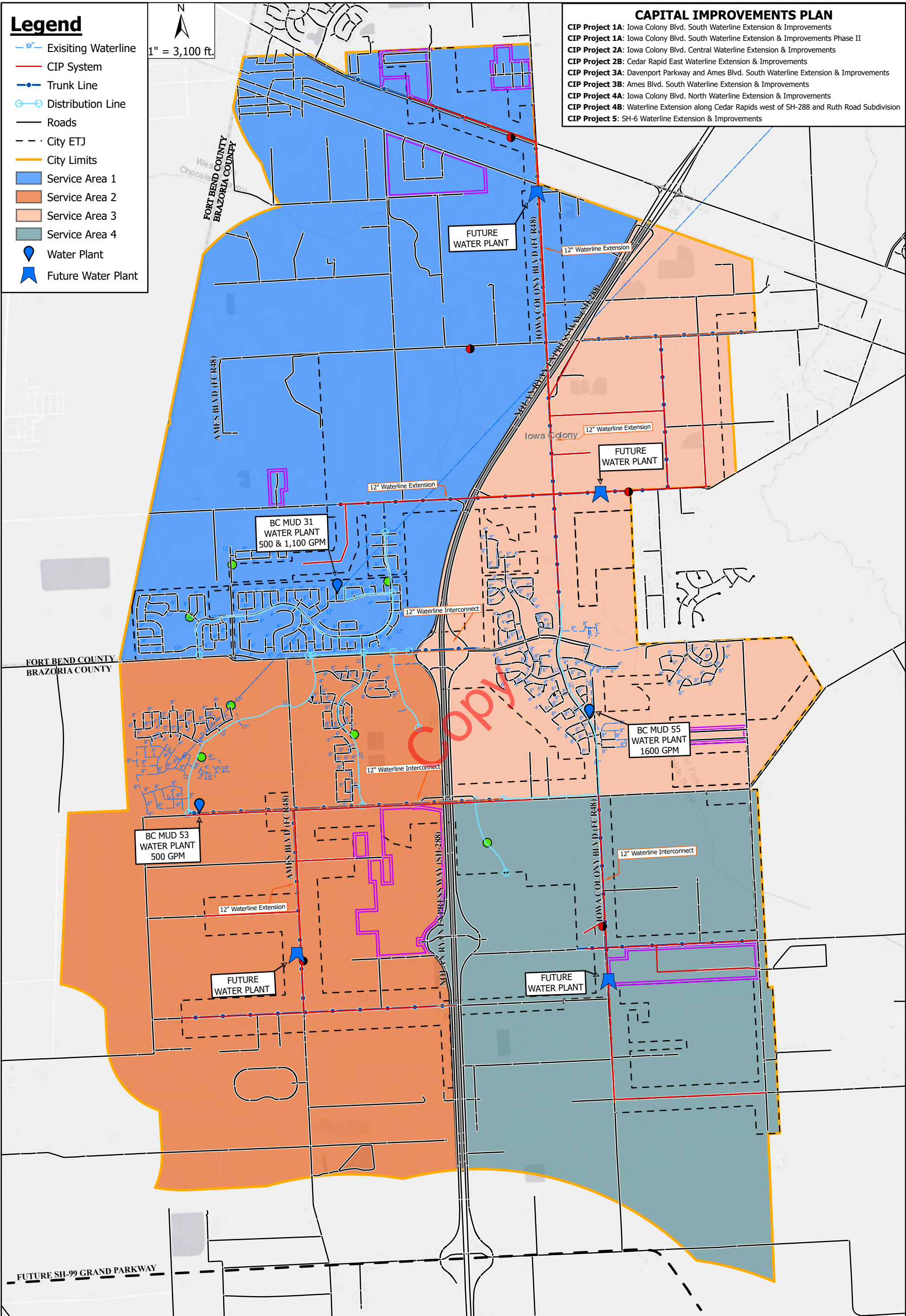


**ADICO**  
CONSULTING ENGINEERS  
2114 EL DORADO BLVD, STE. 400, FRIENDSWOOD, TX 77546  
PHONE: 832-895-1993 WWW.ADICO-LLC.COM  
TX REG. ENR. 16400

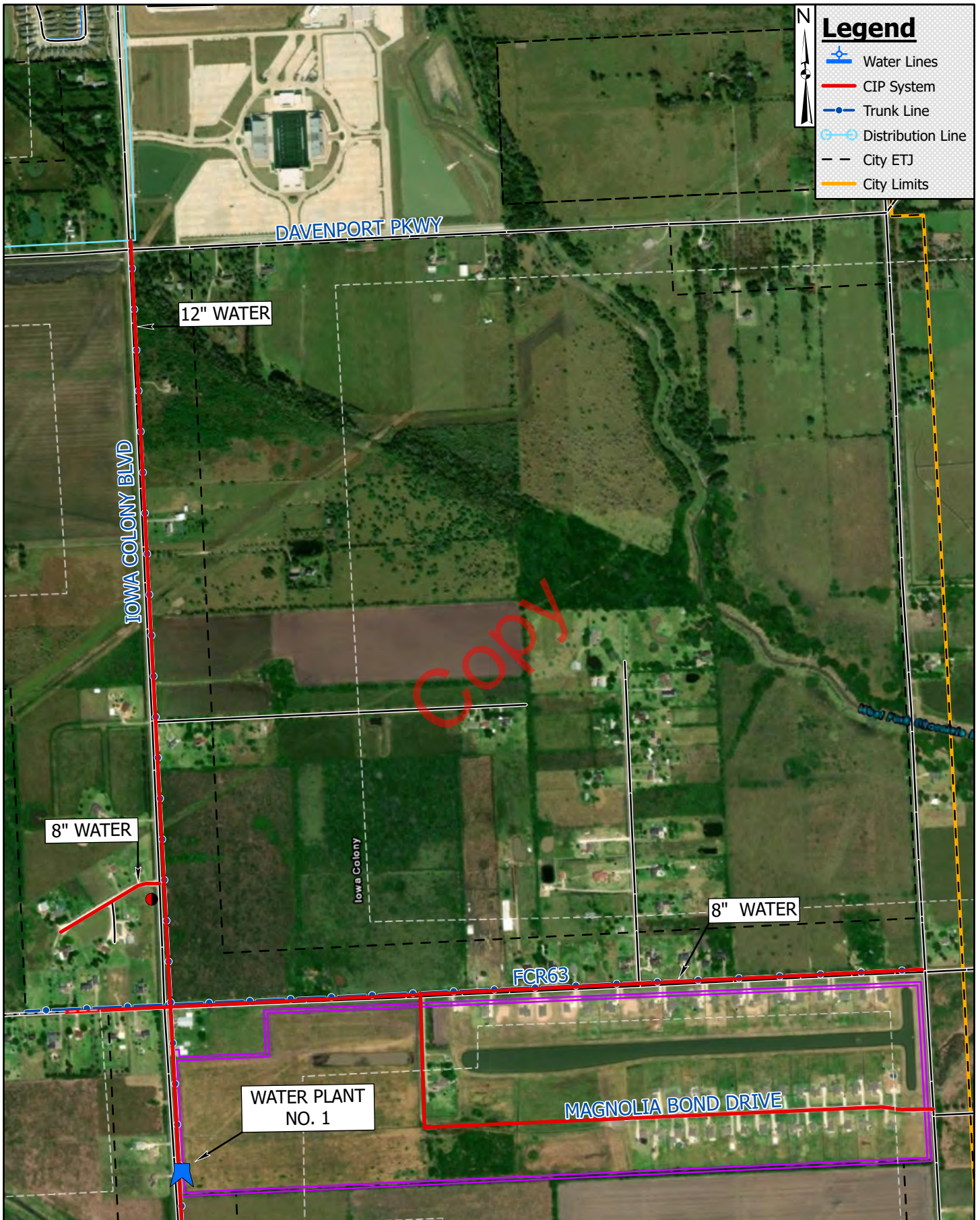




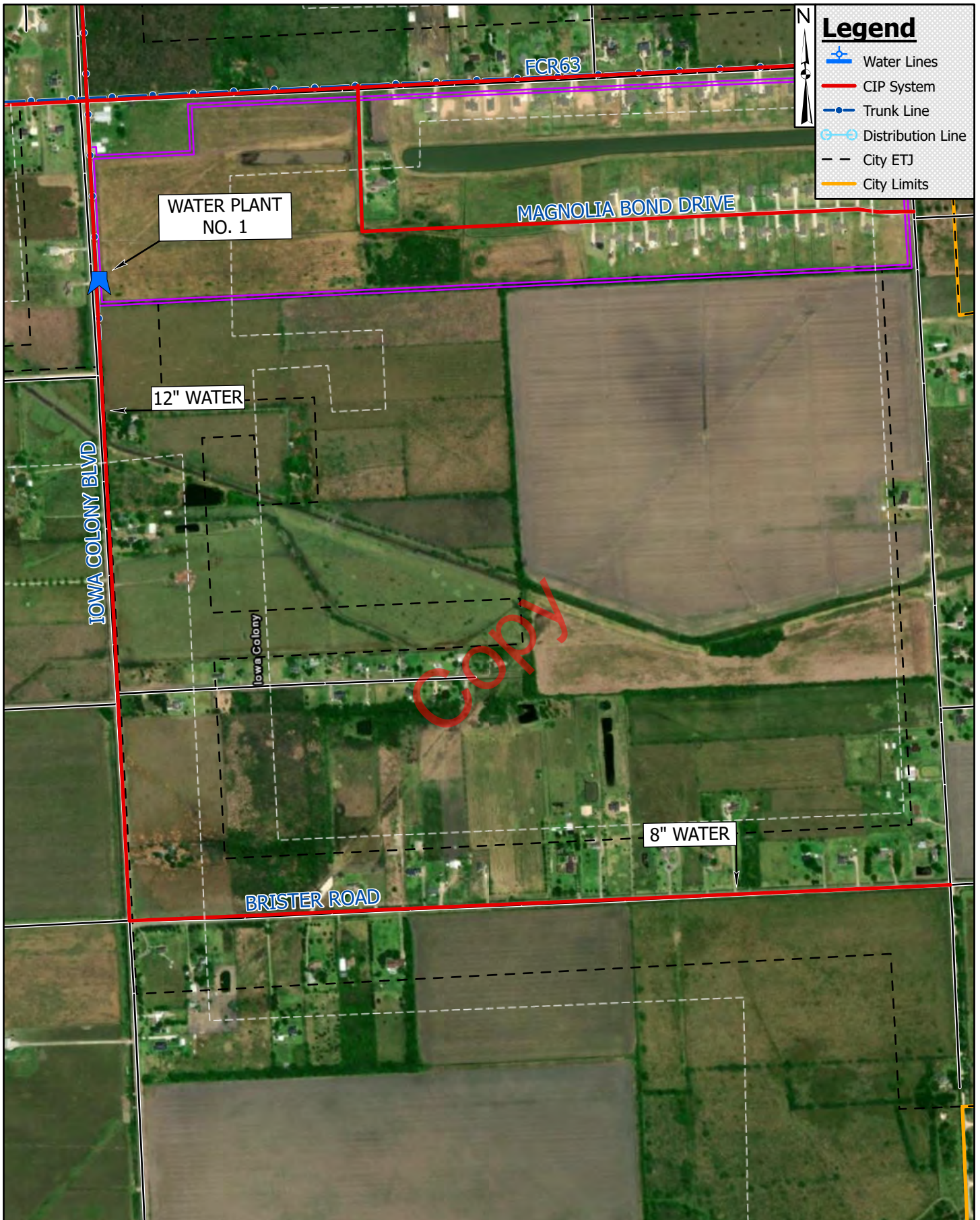




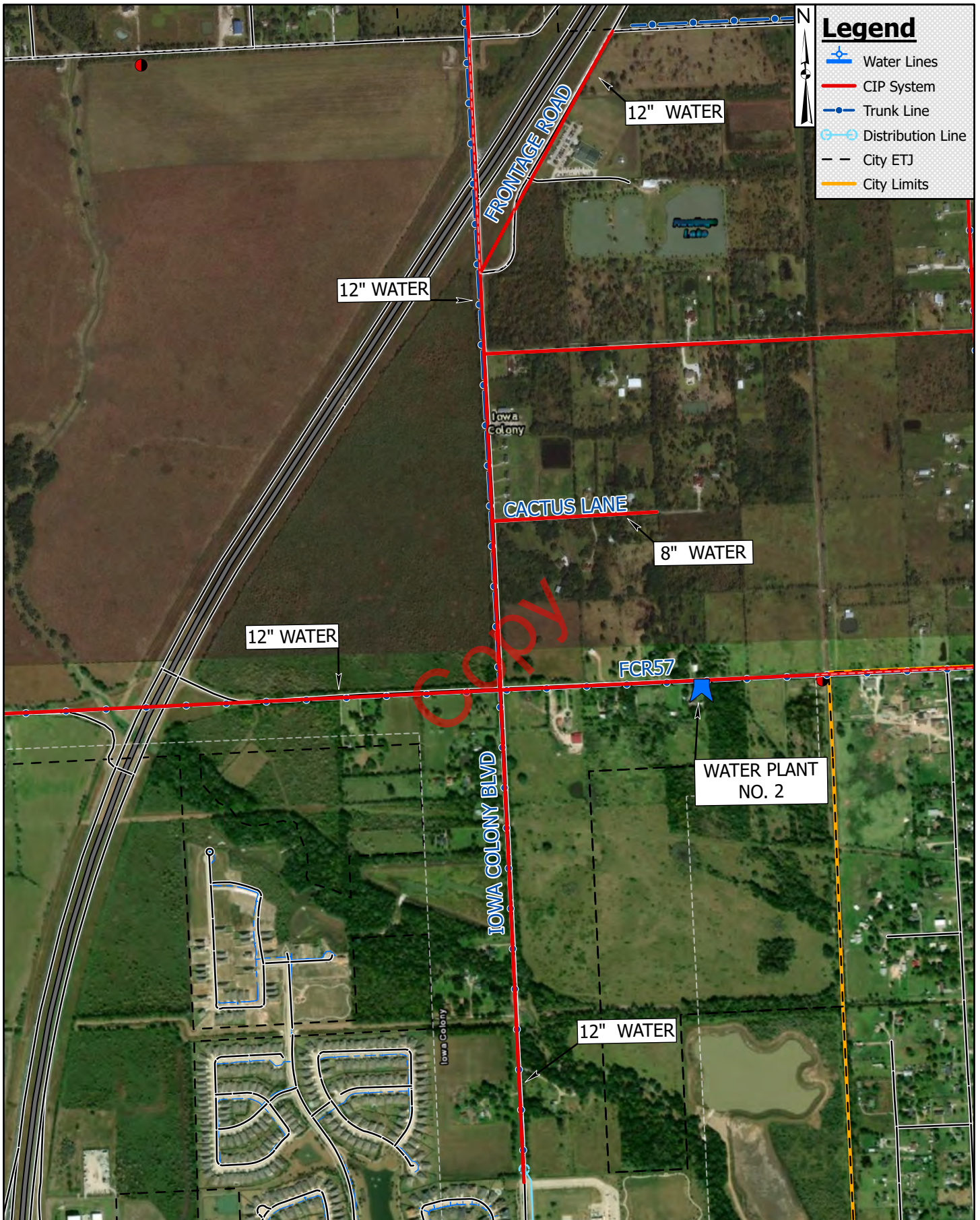








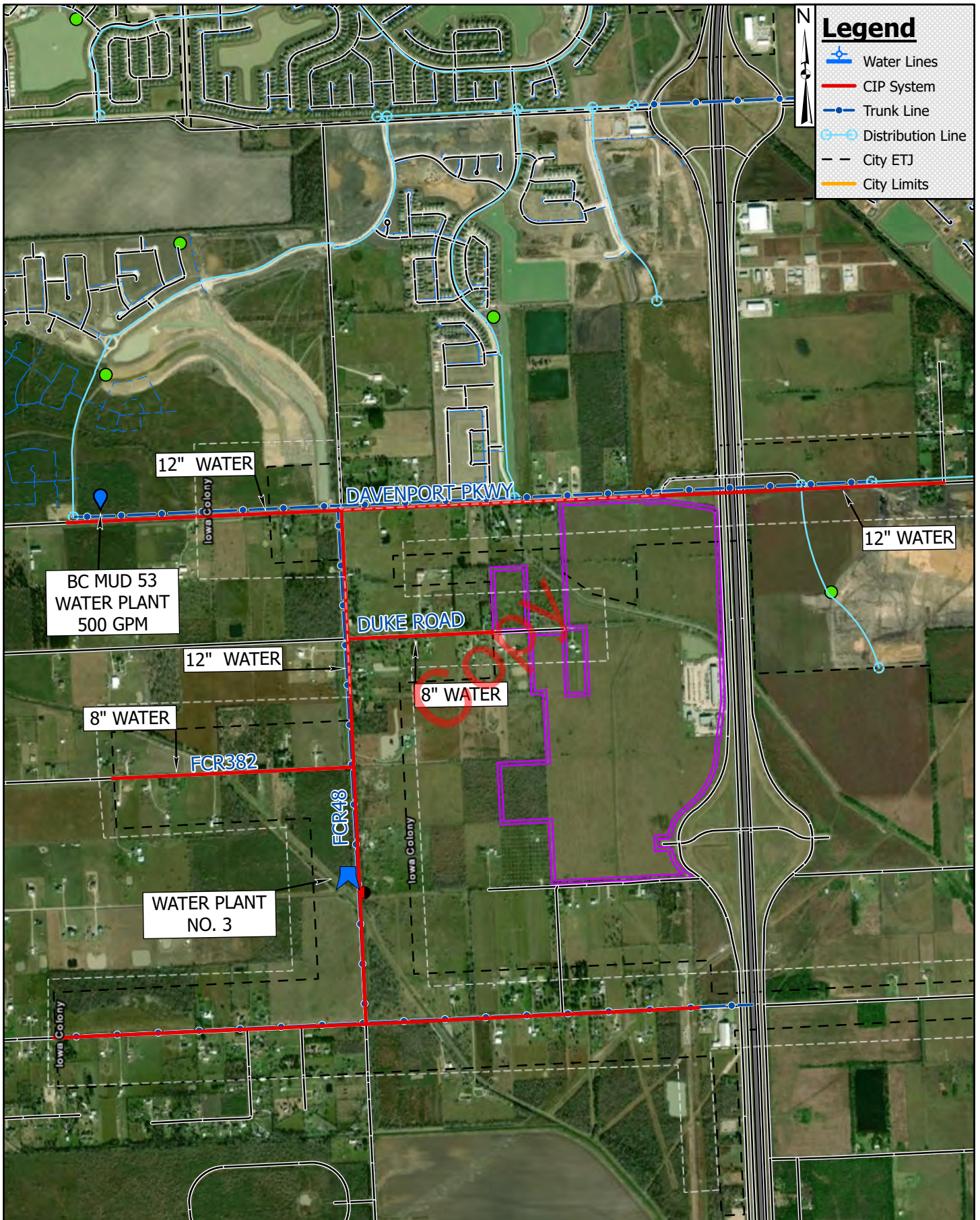




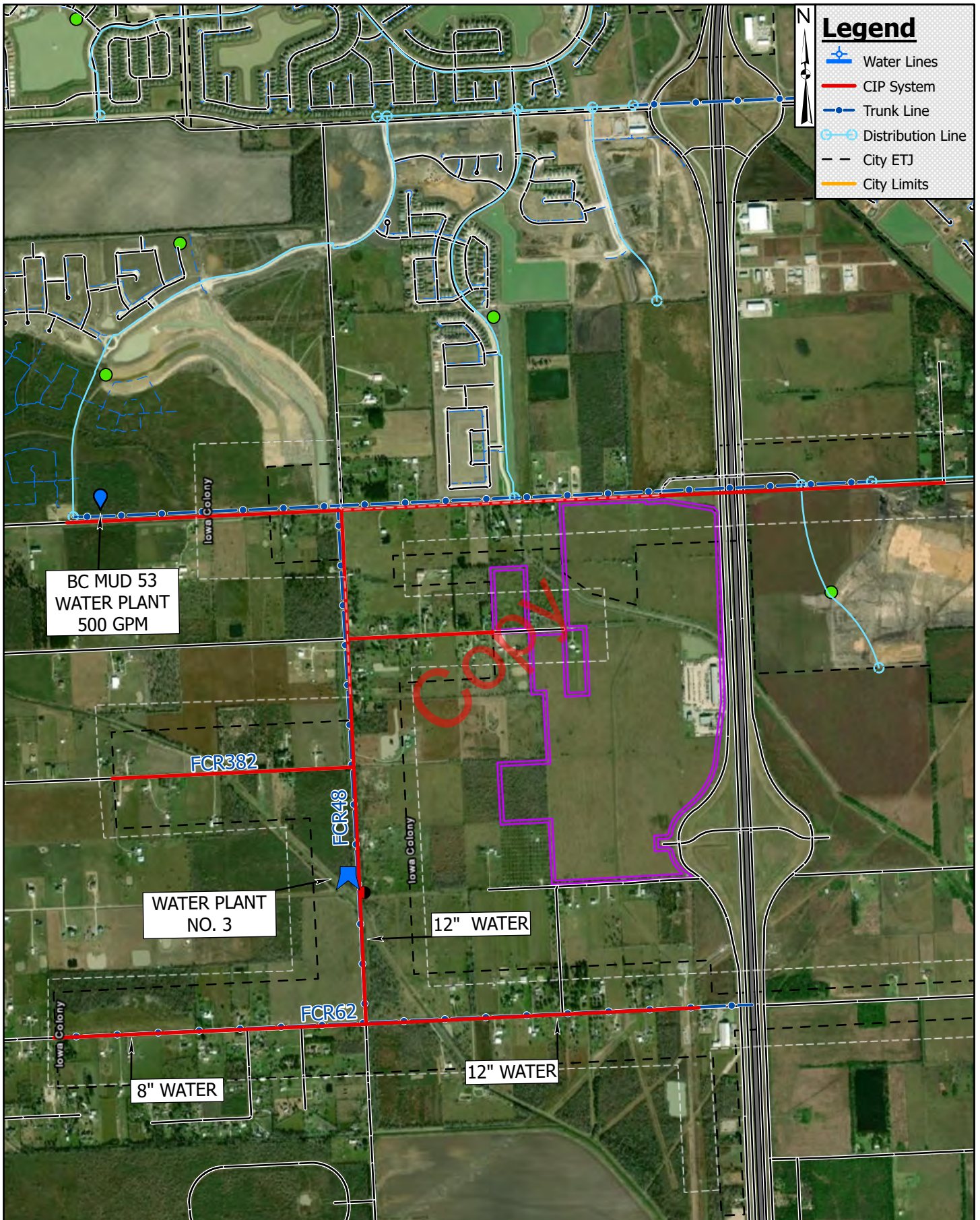




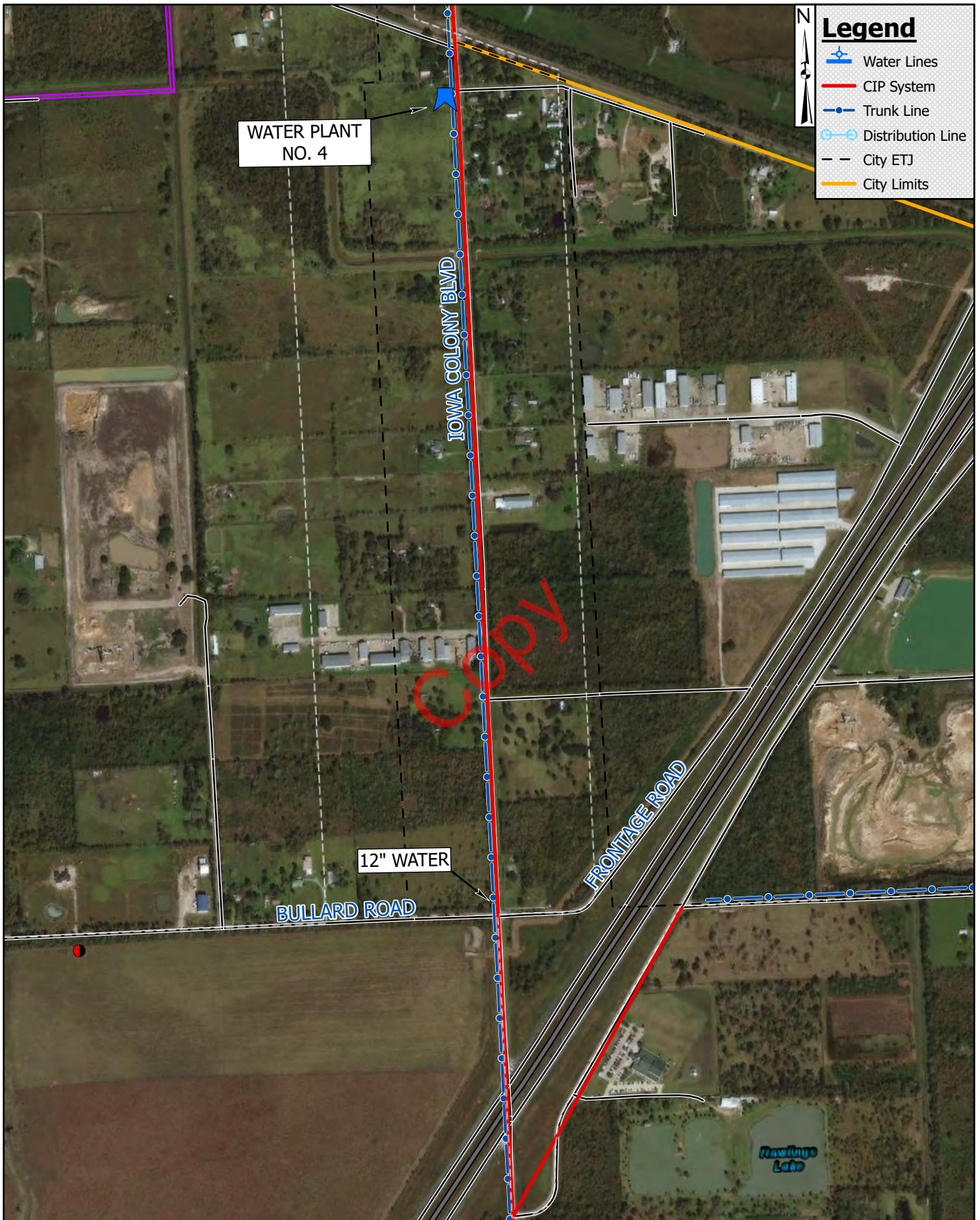




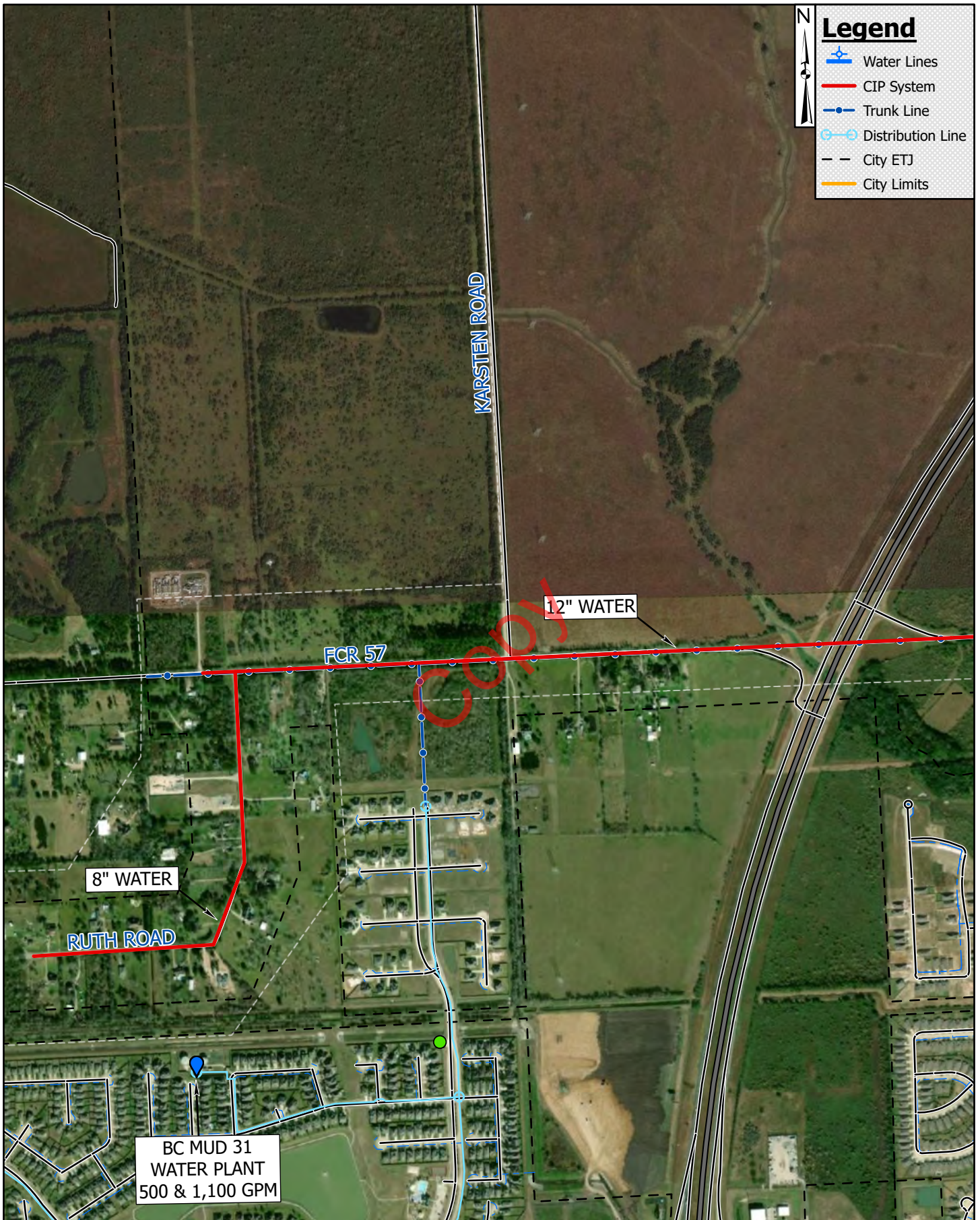








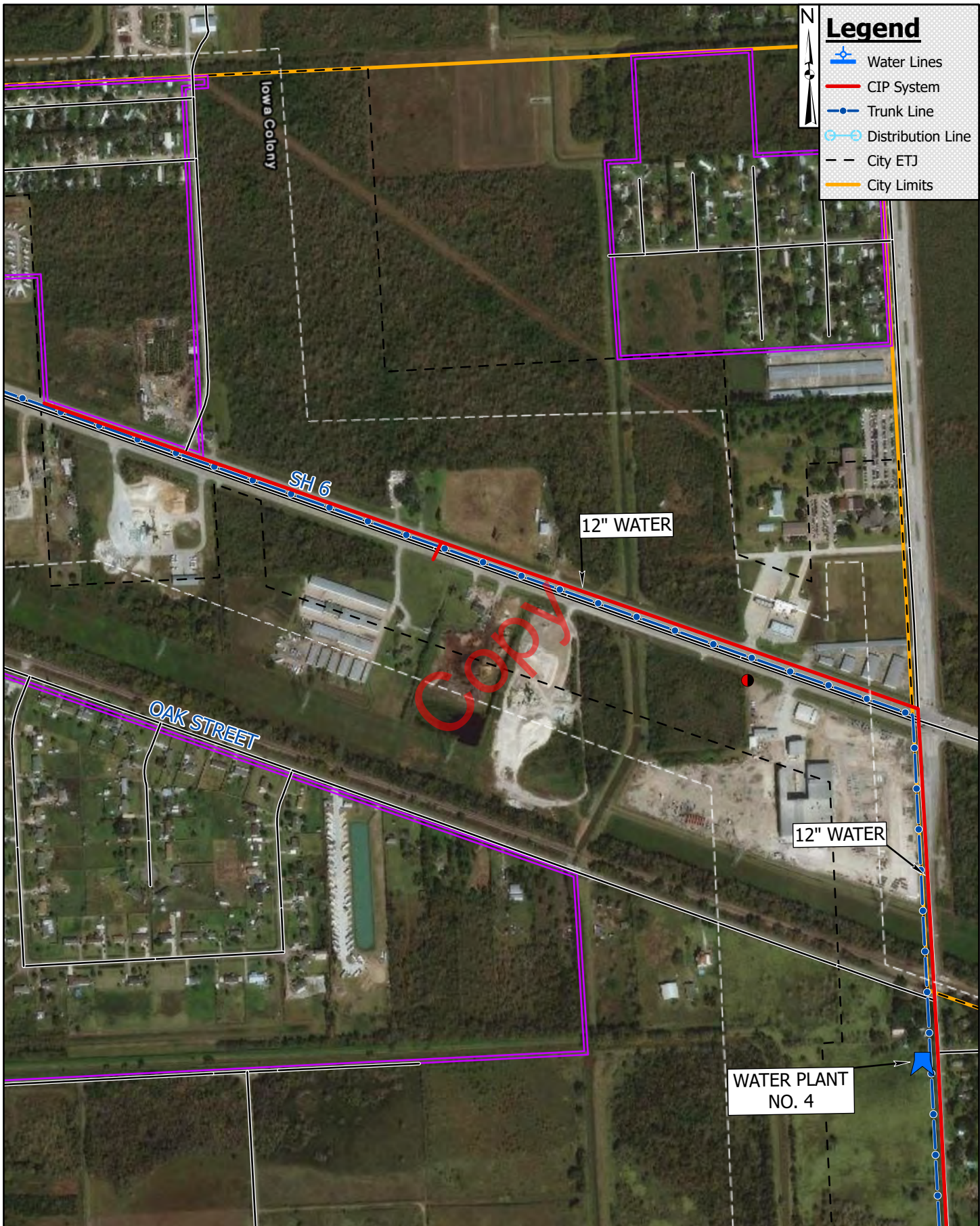




**Legend**

- Water Lines
- CIP System
- Trunk Line
- Distribution Line
- City ETJ
- City Limits







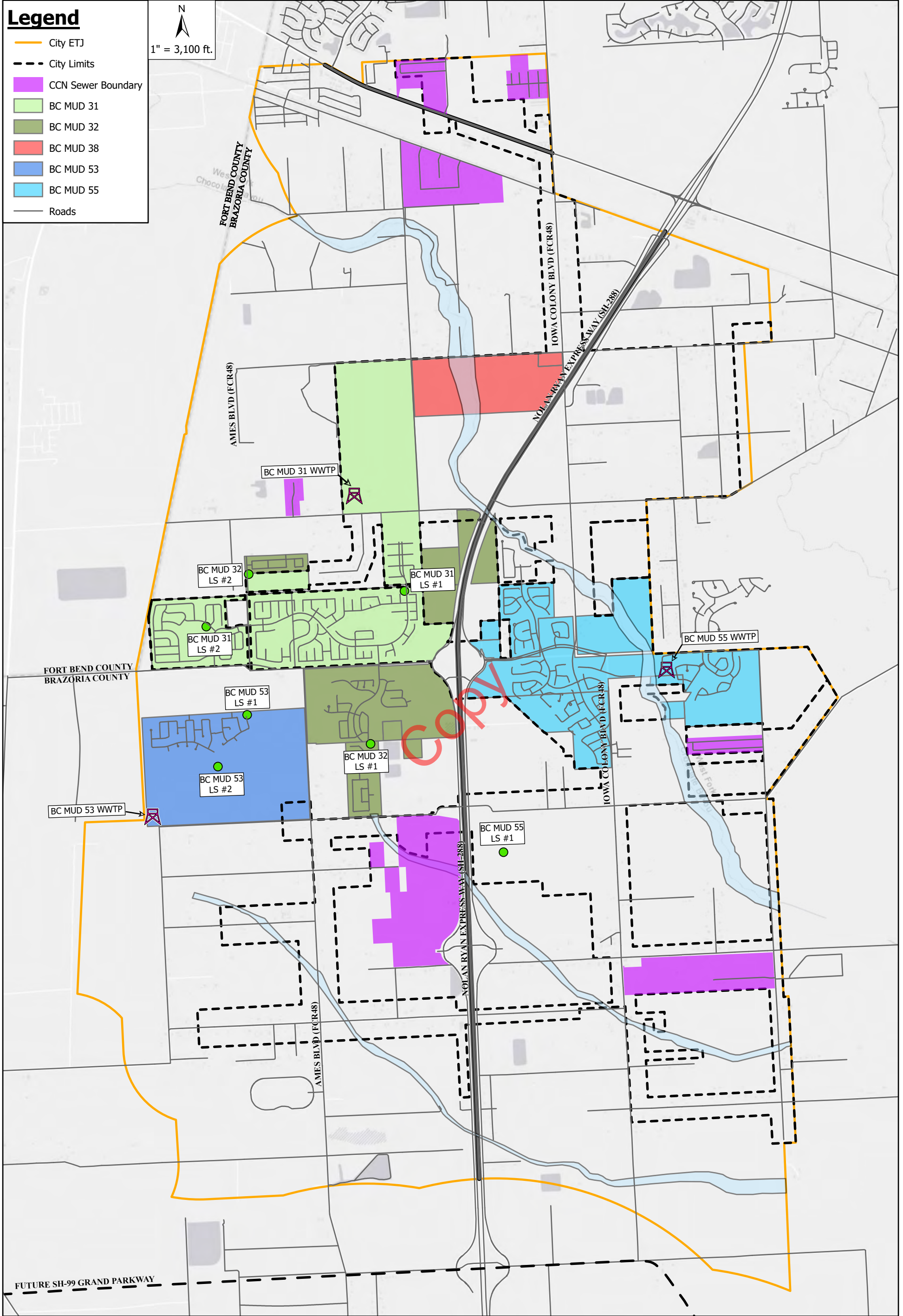


EXHIBIT A  
CITY OF IOWA COLONY  
WASTEWATER SYSTEM MASTER PLAN  
VICINITY MAP









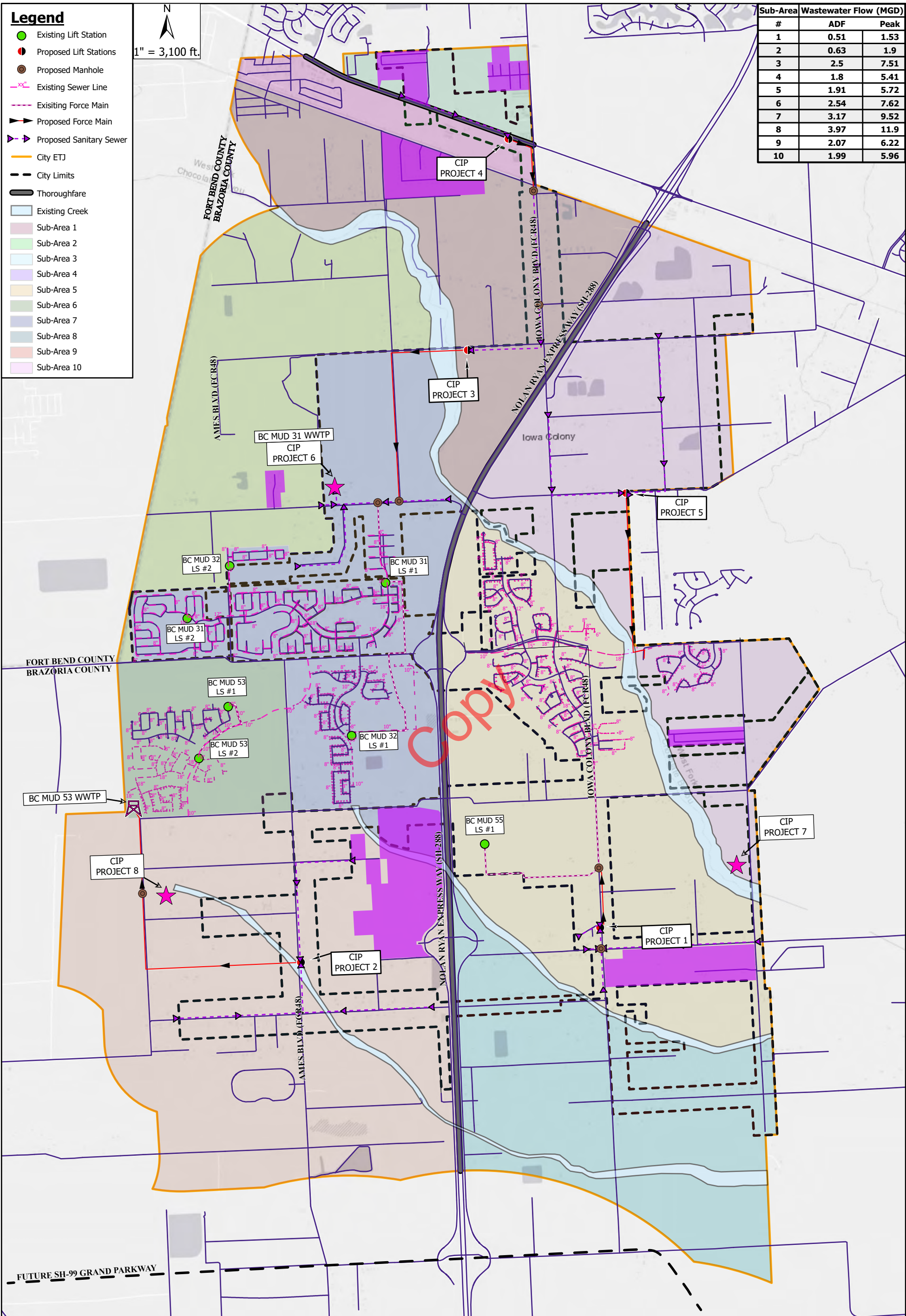


EXHIBIT D  
CITY OF IOWA COLONY  
WASTEWATER SYSTEM MASTER PLAN  
SUB-AREA MAP



**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opininon of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **1A**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: Iowa Colony Blvd South Waterline Extension and Improvements

Description: Waterline Extension to Iowa Colony City Hall area, including Magnolia Bend, Kelly Leigh Subdivision and surrounding areas

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	10,180	LF	\$60	\$610,800
2.	12" Waterline (all depths)	6,150	LF	\$75	\$461,250
3.	8" Bore	600	LF	\$125	\$75,000
4.	12" Bore	300	LF	\$125	\$37,500
5.	8" Gate Valves	9	EA	\$3,200	\$28,800
6.	12" Gate Valves	8	LF	\$4,000	\$32,000
7.	Fire Hydrant Assembly	43	LF	\$4,500	\$193,500
8.	Wet Connection	1	EA	\$5,000	\$5,000
				<b>Subtotal:</b>	<b>\$1,443,850</b>
				<b>Contingency (20%):</b>	<b>\$288,770</b>
				<b>Engineering (15%):</b>	<b>\$216,578</b>
				<b>Total:</b>	<b>\$1,949,198</b>



**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **1B**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: Iowa Colony Blvd South Waterline Extension and Improvements Phase II

Description: Waterline Extension to serve area south of Iowa Iowa Colony City Hall  
including Brister Road and Edward Lane

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	5,280	LF	\$60	\$316,800
2.	12" Waterline (all depths)	5,280	LF	\$75	\$396,000
3.	8" Bore	500	LF	\$125	\$62,500
4.	12" Bore	300	LF	\$125	\$37,500
5.	8" Gate Valves	4	EA	\$3,200	\$12,800
6.	12" Gate Valves	6	EA	\$4,000	\$24,000
7.	Fire Hydrant Assembly	15	EA	\$4,500	\$67,500
7.	Wet Connection	1	EA	\$2,500	\$2,500
8.	Water Plant No. 1 (Including 500 GPM well, GST, etc)	1	LS	\$2,500,000	\$2,500,000
<b>Subtotal:</b>					<b>\$3,419,600</b>
<b>Contingency (20%):</b>					<b>\$683,920</b>
<b>Engineering (15%):</b>					<b>\$512,940</b>
<b>Total:</b>					<b>\$4,616,460</b>



**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opininon of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **2A**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: Iowa Colony Blvd Central Waterline Extension and Improvements

Description: Waterline Extension to area along Iowa Colony Blvd. north of Meridiana  
and east of SH 288

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	3,900	LF	\$60	\$234,000
2.	12" Waterline (all depths)	8,400	LF	\$75	\$630,000
3.	8" Bore	260	LF	\$125	\$32,500
4.	12" Bore	300	LF	\$125	\$37,500
5.	8" Gate Valves	5	EA	\$3,200	\$16,000
6.	12" Gate Valves	9	LF	\$4,000	\$36,000
7.	Fire Hydrant Assembly	35	LF	\$4,500	\$157,500
8.	Wet Connection	1	EA	\$5,000	\$5,000
<b>Subtotal:</b>					<b>\$1,148,500</b>
<b>Contingency (20%):</b>					<b>\$229,700</b>
<b>Engineering (15%):</b>					<b>\$172,275</b>
<b>Total:</b>					<b>\$1,550,475</b>



**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **2B**

Date: 3/1/2021

Project Name: Cedar Rapid East Waterline Extension and Improvements

Prepared By: BB

Description: Waterline Extension to area east of Iowa Colony Blvd. and north of Cedar Rapid Parkway

Checked By: DVH

Projection: 2029

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	3,900	LF	\$60	\$234,000
2.	12" Waterline (all depths)	11,000	LF	\$75	\$825,000
3.	8" Bore	1,200	LF	\$125	\$150,000
4.	12" Bore	400	LF	\$125	\$50,000
5.	8" Gate Valves	6	EA	\$3,200	\$19,200
6.	12" Gate Valves	12	LF	\$4,000	\$48,000
7.	Fire Hydrant Assembly	42	LF	\$4,500	\$189,000
8.	Wet Connection	1	EA	\$5,000	\$5,000
9.	Water Plant No. 2 (Including 500 GPM well, GST, etc)	1	LS	\$2,500,000	\$2,500,000
				<b>Subtotal:</b>	<b>\$4,020,200</b>
				<b>Contingency (20%):</b>	<b>\$804,040</b>
				<b>Engineering (15%):</b>	<b>\$603,030</b>
				<b>Total:</b>	<b>\$5,427,270</b>



**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **3A**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: Davenport Parkway and Ames Blvd. South Waterline Extension and Imp.

Description: Waterline Extension to serve areas along south of Davenport Parkway along Ames Blvd to South Hayes Creek, including Duke Road and CR 382

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	5,250	LF	\$60	\$315,000
2.	12" Waterline (all depths)	15,700	LF	\$75	\$1,177,500
3.	8" Bore	480	LF	\$125	\$60,000
4.	12" Bore	380	LF	\$125	\$47,500
5.	8" Gate Valves	4	EA	\$3,200	\$12,800
6.	12" Gate Valves	11	LF	\$4,000	\$44,000
7.	Fire Hydrant Assembly	66	LF	\$4,500	\$297,000
8.	Wet Connection	1	EA	\$5,000	\$5,000
<b>Subtotal:</b>					<b>\$1,958,800</b>
<b>Contingency (20%):</b>					<b>\$391,760</b>
<b>Engineering (15%):</b>					<b>\$293,820</b>
<b>Total:</b>					<b>\$2,644,380</b>





**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **3B**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: Ames Blvd South Waterline Extension and Improvements

Description: Waterline Extension and Water Plant to serve areas along Ames Blvd south of South Hayes Creek, including County Road 62

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	4,200	LF	\$60	\$252,000
2.	12" Waterline (all depths)	7,100	LF	\$75	\$532,500
3.	8" Bore	400	LF	\$125	\$50,000
4.	12" Bore	800	LF	\$125	\$100,000
5.	12" Bore with Casing	300	LF	\$400	\$120,000
5.	8" Gate Valves	3	EA	\$3,200	\$9,600
6.	12" Gate Valves	6	LF	\$4,000	\$24,000
7.	Fire Hydrant Assembly	32	LF	\$4,500	\$144,000
8.	Wet Connection	1	EA	\$5,000	\$5,000
9.	Water Plant No. 3 (Including 500 GPM well, GST, etc)	1	LS	\$2,500,000	\$2,500,000
<b>Subtotal:</b>					<b>\$1,237,100</b>
<b>Contingency (20%):</b>					<b>\$247,420</b>
<b>Engineering (15%):</b>					<b>\$185,565</b>
<b>Total:</b>					<b>\$1,670,085</b>



**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **4A**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: Iowa Colony Blvd North Waterline Extension and Improvements

Description: Waterline Extension and Water Plant to serve areas along Iowa Colony Blvd. north of SH 288 to railroad

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	12" Waterline (all depths)	7,500	LF	\$75	\$562,500
2.	12" Bore	600	LF	\$125	\$75,000
3.	12" Bore with Casing	500	LF	\$500	\$250,000
4.	12" Gate Valves	6	LF	\$4,000	\$24,000
5.	Fire Hydrant Assembly	15	LF	\$4,500	\$67,500
6.	Wet Connection	1	EA	\$5,000	\$5,000
7.	Water Plant No. 4 (Including 500 GPM well, GST, etc)	1	LS	\$2,500,000	\$2,500,000
<b>Subtotal:</b>					<b>\$3,484,000</b>
<b>Contingency (20%):</b>					<b>\$696,800</b>
<b>Engineering (15%):</b>					<b>\$522,600</b>
<b>Total:</b>					<b>\$4,703,400</b>



**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **4B**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: Cedar Rapids West Waterline Extension and Improvements

Description: Waterline Extension along Cedar Rapids west of SH 288 and Ruth Road Subdivision

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	8" Waterline (all depths)	3,400	LF	\$60	\$204,000
2.	12" Waterline (all depths)	6,170	LF	\$75	\$462,750
3.	8" Bore	360	LF	\$125	\$45,000
4.	12" Bore	480	LF	\$125	\$60,000
5.	12" Bore with Casing	500	LF	\$400	\$200,000
6.	8" Gate Valves	3	EA	\$3,200	\$9,600
7.	12" Gate Valves	8	LF	\$4,000	\$32,000
8.	Fire Hydrant Assembly	35	LF	\$4,500	\$157,500
9.	Wet Connection	1	EA	\$5,000	\$5,000
<b>Subtotal:</b>					<b>\$1,175,850</b>
<b>Contingency (20%):</b>					<b>\$235,170</b>
<b>Engineering (15%):</b>					<b>\$176,378</b>
<b>Total:</b>					<b>\$1,587,398</b>



**CITY OF IOWA COLONY**  
**Water System Master Plan**  
**Opininon of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **5**  
Date: **3/1/2021**  
Prepared By: **BB**  
Checked By: **DVH**  
Projection: **2026**

Project Name: SH6 Waterline Extension and Improvements

Description: Waterline Extension and to serve areas along SH6

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	12" Waterline (all depths)	6,500	LF	\$75	\$487,500
2.	12" Bore	400	LF	\$125	\$50,000
3.	12" Bore with Casing	600	LF	\$500	\$300,000
4.	12" Gate Valves	8	LF	\$4,000	\$32,000
5.	Fire Hydrant Assembly	24	LF	\$4,500	\$108,000
6.	Wet Connection	1	EA	\$5,000	\$5,000
<b>Subtotal:</b>					<b>\$982,500</b>
<b>Contingency (20%):</b>					<b>\$196,500</b>
<b>Engineering (15%):</b>					<b>\$147,375</b>
<b>Total:</b>					<b>\$1,326,375</b>



**CITY OF IOWA COLONY**  
**Wastewater Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **1**  
Date: **3/1/2021**  
Prepared By: **BB**  
Checked By: **DVH**  
Projection: **2026**

Project Name: City Hall Wastewater Extension

Description: Proposed Lift Station and Force main to serve areas adjacent to the Iowa Colony City Hall area, including Magnolia Bend, Kelly Leigh Subdivision and surrounding areas

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
					ITEM COST
1.	Lift Station	1	LS	\$550,000	\$550,000
2.	Generator	1	LS	\$100,000	\$100,000
3.	8" Sanitary Sewer (all depths)	800	LF	\$55	\$44,000
4.	12" Sanitary Sewer (all depths)	7,800	LF	\$60	\$468,000
5.	8" Force main	2,100	LF	\$45	\$94,500
6.	Sanitary Sewer Manholes	30	LF	\$2,800	\$84,000
7.	Extra Depth Manholes	150	EA	\$130	\$19,500
8.	Air Release Manholes	2	EA	\$5,500	\$11,000
9.	Connection to existing Force Main	1	EA	\$3,500	\$3,500
				<b>Subtotal:</b>	<b>\$1,371,000</b>
				<b>Contingency (20%):</b>	<b>\$274,200</b>
				<b>Engineering (15%):</b>	<b>\$205,650</b>
				<b>Total:</b>	<b>\$1,850,850</b>



**CITY OF IOWA COLONY**  
**Wastewater Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **2**

Date: 3/1/2021

Project Name: BCMUD 53 Sanitary Sewer Collection Extension

Prepared By: BB

Description: Proposed Lift Station, forcemain and gravity collection system to serve areas south of Davenport Parkway and west of SH 288

Checked By: DVH

Projection: 2026

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Lift Station	1	LS	\$550,000	\$550,000
2.	Generator	1	LS	\$100,000	\$100,000
3.	8" Sanitary Sewer (all depths)	10,550	LF	\$50	\$527,500
4.	12" Sanitary Sewer (all depths)	5,210	LF	\$60	\$312,600
5.	8" Forcemain	11,080	LF	\$45	\$498,600
6.	Sanitary Sewer Manholes	63	LF	\$2,800	\$176,512
7.	Extra Depth Manholes	315	EA	\$130	\$40,976
8.	Air Release Manholes	2	EA	\$5,500	\$11,000
				<b>Subtotal:</b>	<b>\$2,217,188</b>
				<b>Contingency (20%):</b>	<b>\$443,438</b>
				<b>Engineering (15%):</b>	<b>\$332,578</b>
				<b>Total:</b>	<b>\$2,993,204</b>



**CITY OF IOWA COLONY**  
**Wastewater Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **3**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: BCMUD 35 Sanitary Sewer Collection Extension

Description: Proposed Lift Station, Forcemain and gravity collection system to serve areas south Bullard Parkway and west of SH 288. This area includes Ruth Road and BCMUD 35

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1.	Lift Station	1	LS	\$550,000	\$550,000
2.	Generator	1	LS	\$100,000	\$100,000
3.	12" Sanitary Sewer (all depths)	1,900	LF	\$50	\$95,000
4.	18" Sanitary Sewer (all depths)	450	LF	\$50	\$22,500
5.	24" Sanitary Sewer (all depths)	2,200	LF	\$60	\$132,000
6.	10" Forcemain	7,800	LF	\$45	\$351,000
7.	Sanitary Sewer Manholes	18	LF	\$2,800	\$50,960
8.	Extra Depth Manholes	91	EA	\$130	\$11,830
9.	Air Release Manholes	4	EA	\$5,500	\$22,000
<b>Subtotal:</b>					<b>\$1,335,290</b>
<b>Contingency (20%):</b>					<b>\$267,058</b>
<b>Engineering (15%):</b>					<b>\$200,294</b>
<b>Total:</b>					<b>\$1,802,642</b>



**CITY OF IOWA COLONY**  
**Wastewater Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **4**  
Date: 3/1/2021  
Prepared By: BB  
Checked By: DVH  
Projection: 2026

Project Name: Bullard Parkway Sanitary Sewer Collection Extension

Description: Proposed Lift Station, forcemain and gravity collection system to serve areas along SH 6 and areas along Iowa Colony Blvd. from SH 6 to Bullard Parkway.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
					ITEM COST
1.	Lift Station	1	LS	\$550,000	\$550,000
2.	Generator	1	LS	\$100,000	\$100,000
3.	8" Sanitary Sewer (all depths)	4,200	LF	\$50	\$210,000
4.	12" Sanitary Sewer (all depths)	8,050	LF	\$50	\$402,500
5.	8" Forcemain	2,400	LF	\$45	\$108,000
6.	Sanitary Sewer Manholes	49	LF	\$2,800	\$137,211
7.	Extra Depth Manholes	245	EA	\$130	\$31,853
8.	Air Release Manholes	2	EA	\$5,500	\$11,000
9.	Bore and Case 8" Sanitary Sewer	400	LF	\$350	\$140,000
				<b>Subtotal:</b>	<b>\$1,550,564</b>
				<b>Contingency (20%):</b>	<b>\$310,113</b>
				<b>Engineering (15%):</b>	<b>\$232,585</b>
				<b>Total:</b>	<b>\$2,093,261</b>





**CITY OF IOWA COLONY**  
**Wastewater Master Plan**  
**Opinion of Probable Construction Cost**

Adico, LLC - Consulting Engineers

CIP Project No. **5**

Date: 3/1/2021

Project Name: Meridiana Sanitary Sewer Collection Extension

Prepared By: BB

Description: Proposed Lift Station, forcemain and gravity collection system to serve areas along SH 6 and areas along Iowa Colony Blvd. from SH 6 to Bullard Parkway.

Checked By: DVH

Projection: 2026

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
					ITEM COST
1.	Lift Station	1	LS	\$550,000	\$550,000
2.	Generator	1	LS	\$100,000	\$100,000
3.	8" Sanitary Sewer (all depths)	4,200	LF	\$50	\$210,000
4.	12" Sanitary Sewer (all depths)	8,050	LF	\$50	\$402,500
5.	8" Forcemain	2,400	LF	\$45	\$108,000
6.	Sanitary Sewer Manholes	49	LF	\$2,800	\$137,211
7.	Extra Depth Manholes	245	EA	\$130	\$31,853
8.	Air Release Manholes	2	EA	\$5,500	\$11,000
9.	Bore and Case 8" Sanitary Sewer	500	LF	\$350	\$175,000

**Subtotal: \$1,550,564**

**Contingency (20%): \$310,113**

**Engineering (15%): \$232,585**

**Total: \$2,093,261**

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE  
THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW  
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL  
GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes

amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section [395.019](#)(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section [52](#), or Article XVI, Section [59](#), of the Texas Constitution, or, for the

purposes set forth by Section [395.079](#), certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter [42](#), of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political

subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, Sec. 1(e), eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 345, Sec. 1, eff. Sept. 1, 2001.

#### SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

Sec. 395.011. AUTHORIZATION OF FEE. (a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.012. ITEMS PAYABLE BY FEE. (a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

- (1) construction contract price;
- (2) surveying and engineering fees;

(3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and

(4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, Sec. 1, eff. May 16, 1995.

Sec. 395.013. ITEMS NOT PAYABLE BY FEE. Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section [395.012](#).

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.014. CAPITAL IMPROVEMENTS PLAN. (a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of



improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.015. MAXIMUM FEE PER SERVICE UNIT. (a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section [395.014](#)(a)(7) from the costs of the capital improvements described by Section [395.014](#)(a)(3) and dividing that amount by the total number of projected service units described by Section [395.014](#)(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section [395.014](#)(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 3, eff. Sept. 1, 2001.

Sec. 395.016. TIME FOR ASSESSMENT AND COLLECTION OF FEE.

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter [212](#), or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section [395.019](#), the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter [212](#), or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section [395.019](#), the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter [212](#), or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter [212](#), or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter [212](#), or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section [395.019](#), if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date or occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section [395.017](#), the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, Sec. 52, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 345, Sec. 4, eff. Sept. 1, 2001.

Sec. 395.017. ~~ADDITIONAL FEE PROHIBITED; EXCEPTION.~~  
After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.018. AGREEMENT WITH OWNER REGARDING PAYMENT. A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.019. COLLECTION OF FEES IF SERVICES NOT AVAILABLE. Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.020. ENTITLEMENT TO SERVICES. Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.021. AUTHORITY OF POLITICAL SUBDIVISIONS TO SPEND FUNDS TO REDUCE FEES. Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.022. AUTHORITY OF POLITICAL SUBDIVISION TO PAY FEES. (a) Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

(b) A school district is not required to pay impact fees imposed under this chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board of trustees considers advisable to provide for the payment of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 250 (S.B. [883](#)), Sec. 1, eff. May 25, 2007.

Sec. 395.023. CREDITS AGAINST ROADWAY FACILITIES FEES. Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.024. ACCOUNTING FOR FEES AND INTEREST. (a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.025. REFUNDS. (a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is

not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section [395.019](#)(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section [302.002](#), Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, Sec. 37, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

#### SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

Sec. 395.041. COMPLIANCE WITH PROCEDURES REQUIRED. Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.



Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN. The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section [395.014](#).

Added by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.042. HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.044. NOTICE OF HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. (a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.045. APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.0455. SYSTEMWIDE LAND USE ASSUMPTIONS. (a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(b), eff. Aug. 28, 1989.

Sec. 395.047. HEARING ON IMPACT FEE. On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.049. NOTICE OF HEARING ON IMPACT FEE. (a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

- (2) the time, date, and location of the hearing;
- (3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;
- (4) the amount of the proposed impact fee per service unit; and
- (5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON IMPACT FEES. The advisory committee created under Section [395.058](#) shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.051. APPROVAL OF IMPACT FEE REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 6, eff. Sept. 1, 2001.

Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.054. HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.055. NOTICE OF HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. (a) The notice and hearing procedures prescribed by Sections [395.044](#)(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 345, Sec. 7, eff. Sept. 1, 2001.

Sec. 395.056. ADVISORY COMMITTEE COMMENTS ON AMENDMENTS. The advisory committee created under Section [395.058](#) shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.057. APPROVAL OF AMENDMENTS REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0575. DETERMINATION THAT NO UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES IS NEEDED.

(a) If, at the time an update under Section [395.052](#) is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river



authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE

LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS

PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day

before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(d), eff. Aug. 28, 1989.

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section [395.042](#), the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the

planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

#### SUBCHAPTER D. OTHER PROVISIONS

Sec. 395.071. DUTIES TO BE PERFORMED WITHIN TIME LIMITS. If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a

written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.072. RECORDS OF HEARINGS. A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.073. CUMULATIVE EFFECT OF STATE AND LOCAL RESTRICTIONS. Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.074. PRIOR IMPACT FEES REPLACED BY FEES UNDER THIS CHAPTER. An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June

20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.075. NO EFFECT ON TAXES OR OTHER CHARGES. This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.076. MORATORIUM ON DEVELOPMENT PROHIBITED. A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 441, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.077. APPEALS. (a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has

been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.078. SUBSTANTIAL COMPLIANCE WITH NOTICE REQUIREMENTS. An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.079. IMPACT FEE FOR STORM WATER, DRAINAGE, AND FLOOD CONTROL IN POPULOUS COUNTY. (a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section [59](#), of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections [395.025](#), 395.052-395.057, and [395.074](#) unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all



or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 2001, 77th Leg., ch. 669, Sec. 107, eff. Sept. 1, 2001.

Sec. 395.080. CHAPTER NOT APPLICABLE TO CERTAIN WATER-RELATED SPECIAL DISTRICTS. (a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section [59](#), of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section [59](#), or Article III, Section [52](#), of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to

cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 11.257, eff. Sept. 1, 1995.

Sec. 395.081. FEES FOR ADJOINING LANDOWNERS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality with a population of 115,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement.

The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, Sec. 1, eff. June 19, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1043 (H.B. [3111](#)), Sec. 5, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. [2702](#)), Sec. 100, eff. September 1, 2011.

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May 26, 2021

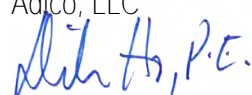
Mr. Ron Cox  
City Manager  
City of Iowa Colony  
12003 Iowa Colony Blvd  
Iowa Colony, TX 77583

Re: 2021 Proposal to Provide **the City's Land Use Assumptions,**  
Capital Improvements Plan, and Impact Fees for  
Water and Wastewater Utilities

Dear Mr. Cox:

Enclosed please find our agreement and proposal to provide the City of **Iowa Colony's** Land Use Assumptions, Capital Improvements Plan and Impact Fees for Water and Wastewater Utilities.

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC  
  
Dinh V. Ho, P.E.  
Principal  
TBPE Firm No. 16423

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

AGREEMENT FOR SERVICES

This Agreement entered into as of the \_\_\_\_ day of \_\_\_\_\_, A.D., 2021, by and between Adico, L.L.C. hereinafter referred to as the "Consultant", and the City of Iowa Colony, Texas, hereinafter referred to as the "Client".

WITNESSETH

WHEREAS, the Client has requested various services of the Consultant with respect to providing Professional Services to prepare a Study for Land Use Assumptions, Capital Improvements Plan and Impact Fees (hereinafter referred to as the Project);

NOW, THEREFORE, Client and Consultant hereby agree as follows:

1. Engagement of Consultant - Consultant hereby agrees to perform the services required under the scope of services related to the Project, and to provide Client with copies of the information, opinions and calculations made the basis of the scope of the services, which is set out in Attachment "A" and made a part of this contract. Consultant agrees to initiate services upon receipt of an executed copy of this Agreement.
2. Availability of Information - Client agrees to provide Consultant with all available information pertinent to the Project. Client will also provide copies of reports, drawings, and other data, and will, at Consultant's request, provide written authorization to review Client's files relative to the Project which may be in possession of third parties. Consultant agrees to return all original documents to Client upon completion of the Project, but reserves the right to make and keep reproducible copies of all such material.
3. Access to Facilities - Client will provide access for the Consultant to enter the

property and facilities of Client, as necessary for Consultant to perform services as required under the Project.

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, reports, original drawings, and calculations are the property of the Client. The Consultant is given the right to use any of this data in connection with future engineering projects. The Consultant may retain copies of reproducible of any information prepared for this Project.

5. Determination of Fees - The fees for the scope of services are as stated in Attachment "A" provided by Consultant under this agreement.

6. Payment and Fee Schedule - The Consultant will submit a monthly invoice for services rendered. The invoice will be based upon the Consultant's percent of completion.

7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by Client within thirty (30) days following receipt of Consultant's monthly invoice.

8. Additional Services - Additional services beyond those described in the Scope of Services will **be invoiced on an hourly basis with rates as set out in Attachment "A"**.

9. Termination - The Client may terminate this contract at any time by giving notice in writing to the Consultant. In that case, all finished or unfinished documents and other materials produced under this contract, shall become the Client's property. If the contract is terminated by the Client in accordance with this provision, Consultant shall be paid for all services performed to the date of termination.

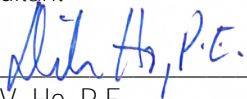
10. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Brazoria County, Texas.





ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ADICO, LLC  
Consultant

BY:   
Dinh V. Ho, P.E.  
Principal

CITY OF IOWA COLONY, TEXAS  
Client

BY: \_\_\_\_\_  
Michael Byrum-Bratsen  
Mayor

ATTEST:

City Secretary

May 18, 2021

Copy

**ATTACHMENT "A"**

Mr. Ron Cox  
City Manager  
City of Iowa Colony  
12003 Iowa Colony Blvd  
Iowa Colony, TX 77546

Re: Proposal for the 2021 City of Iowa Colony Land Use Assumptions,  
Capital Improvements Plan and Impact Fee Study

Dear Mr. Cox:

We are pleased to submit this proposal for the preparation of **the City's Impact Fee Study and supporting documents**. We understand the scope to be as follows:

DESCRIPTION OF PROJECT

Provide the City of **Iowa Colony's** water and wastewater Land Use Assumptions, Capital Improvements Plan and Impact Fee Calculation within the corporate limits of the City of Iowa Colony and associated service areas. The update task will be based upon review of the latest City of Iowa Colony Master Water and Wastewater Plan as well as input from City Staff recommendations and the development of additional capital improvement projects within the designated improvement areas and input from the Impact Fee Advisory Committee for the project. The following tasks outline the anticipated scope:

SCOPE OF SERVICES

1. Meet with staff to review the status of previously defined capital improvement projects and proposed Capital Improvement Plan (CIP) developed since the last update and any required additions or changes to previously defined service areas.
2. Obtain cost data for completed projects identified in the CIP and updated estimates for future projects and costs.
3. Review the service unit assumptions by evaluating recent water use and wastewater flow data from sample areas of residential, commercial, industrial, and other types of development.
4. Review the population projections provided in the 2020 update and review the growth records from building permits, water meter data and other sources provided by the City. Provide the projected increase in equivalent service units anticipated for the planning period to be used in the impact fee calculation.
5. Review the Land Use Assumptions, Capital Improvements Plan and Water and Wastewater Masterplan for the City of Iowa Colony as updated in 2021.

6. Review proposed Surface Water Supply Plan and Wastewater Treatment Plan for the entire City to develop city-wide Impact Fee Components associated with the costs of these elements.
7. Convene the Capital Improvement Plan and Impact Fee Advisory Committee to discuss the proposed update and gain input in two meetings.
8. Prepare Report with updated Land Use Assumptions, Capital Improvements Plan and proposed Maximum Allowable Fees.
9. Review the updated Land Use Assumptions, Capital Improvements Plan and Impact Fees with the Capital Improvements Plan and Impact Fee Advisory Committee and incorporate required appropriate changes. This review is anticipated to occur in one (1) meeting.
10. Coordinate and participate in the public hearing process required for adoption of the updated Land Use Assumptions, Capital Improvements Plan and Impact Fees.
11. Provide required revisions to the report and participate in presenting the updated Land Use Assumptions, Capital Improvements Plan and Impact Fees to the City Council for action. This presentation is anticipated to occur in one (1) meeting.
12. The City of Iowa Colony will absorb all costs for publication of all public notices and conducting all hearings.
13. The City of Iowa Colony will provide the following:
  - Most recent land use assumption data as prepared by others.
  - Estimated improvement requirements for the subject area.
  - Financing assumptions for Capital Improvement Plan projects.
  - Costs associated with water supply and wastewater treatment.
  - Anticipated Equivalent Service Unit Growth of which the City is aware.
  - Any required data files of current mapping.
14. Meetings - Other than general coordination meetings with City staff, this proposal anticipates the number of official meetings will be limited to the following:
  - 2 meetings - Meetings with the Capital Improvement Plan and Impact Advisory Committee.
  - 1 meeting - Public Hearing for Presentation and Review with the Capital Improvements Plan and Impact Fee Advisory Committee.
  - 1 meeting - Presentation to City Council

In the event additional presentations, public hearings or meetings are required, such meetings will be considered additional services.

15. Additional Services - **Additional tasks added to the Scope of Services will be billed on a "time and materials" basis. Such services will not be** performed or invoiced until authorized by the City of Iowa Colony.


FEE

The estimated fee for the basic services outlined above is proposed as lump sum fee not to exceed \$32,000 and will be billed monthly. All reimbursable expenses will be charged at cost.

Any authorized additional labor services shall be billed on an hourly basis per the attached rate.

I appreciate the opportunity to perform this work for the City of Iowa Colony. Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC



Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Copy



EXHIBIT 'A'

ADICO, LLC  
SCHEDULE OF HOURLY RATES

EFFECTIVE JANUARY 2021

<u>DESCRIPTION / TITLE</u>	<u>HOURLY RATES</u>
Principals/PMs	
Principals, Directors	\$235.00
Sr. Project Managers	\$185.00
Project Managers	\$170.00
Engineers/Designers	
Engineer I	\$120.00
Engineer II	\$145.00
Sr. Engineer	\$175.00
Designer	\$105.00
Designer II	\$125.00
Cadd Technicians	\$85.00
Construction Management	
Construction Administrator	\$125.00
Construction Project Representative	\$95.00
Construction Management	
Administrative Assistant	\$70.00
Clerical/Secretaries	\$80.00

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	<b>\$ 0.15 per Copy (8 ½" x 11")</b>
Xerox Prints	\$2.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%



## Impact Fee Study – Preliminary Schedule

June 21, 2021	City Council (CC) approval of Water and Wastewater Master Plan CC approval of Engineering Proposal for Impact Fee Study CC appoints Advisory Committee (AC) (Regular CC Meeting)
July 6, 2021	Convene AC for kick-off and general discussion of concepts, preliminary data and process (Regular PC Meeting)
July - September 2021	Consultant prepares draft final reports
September 2021	Consultant meets with staff to present draft reports and discuss
September 7, 2021	Reconvene AC for presentation of draft Land Use Assumptions (Regular PC Meeting)
October 5, 2021	AC recommends draft documents to CC and sets Public Hearing (Regular PC Meeting)
October 18, 2021	Public Hearing and convene AC for recommendation to CC CC approves Impact Fee Ordinance on first reading (Regular CC Meeting)
November 15, 2021	CC approves final reading ordinance adopting Impact Fee (Regular CC Meeting)



## Impact Fee Study – Survey

Municipality	Water Fee	Sewer Fee	Citywide Total
Alvin	\$1,700	\$2,650	\$4,350
Pearland	\$3,562	\$2,915	\$6,477
League City	\$5,101	\$2,567	\$7,668
Friendswood			\$4,227
Manvel	\$1,975	\$1,975	\$3,950
Galveston			\$1,923
Texas City	\$2,500	\$2,700	\$5,200
City of La Marque			\$3,770

## **CITY OF IOWA COLONY WATER AND WASTEWATER IMPACT FEES**

### **IMPACT FEES**

- Chapter 395 of the Local Government Code allows Texas Cities to impose a one time fee to recoup part of the cost of infrastructure necessitated by new development. The Legislation defines impact fees as “a charge or assessment imposed by a political subdivision(City) against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated and attributable to the new development.

### **ADVISORY COMMITTEE**

- Legislation requires City Council (CC) to appoint Advisory Committee (AC) consisting of Planning and Zoning Committee plus one representative of the Real Estate or Development community if not already represented on the Committee. Purpose of the AC is to:
  - Advise and assist the City in adopting Land Use Assumptions (LUA)
  - Review and comment on the Capital Improvement Plan (CIP) and Impact Fee prepared by the Staff and Consultant team
  - Make recommendation to CC for adoption of Impact Fee
  - Review and file semi- annual progress report on CIP implementation and imposition of Impact Fees
  - Advise the City of the need to update or revise LUA, CIP or Impact Fee.

### **PROCEDURE**

- Consultant team and Staff will prepare and present drafts of the following to the AC:
  - LUA- description of the service area (City Boundaries and Extra Territorial Jurisdiction) and projections of the changes in land use, densities, intensities and population in the service area over the ten year planning period.
  - CIP- List of infrastructure projects for planning period. Based on CIP provided by the water and wastewater master plan. Can include soft costs for engineering, studies, land acquisition and finance costs.
  - Impact Fee Calculation- determined by total cost of CIP divided by the projected number of equivalent service units added in the service area over the planning period.

### **PROCESS**

- AC reconvenes to discuss and recommend draft documents above.
- Hold a joint Public Hearing with CC on LUA, CIP and Impact Fee.
- AC reconvenes to make recommendation to CC for adoption of Impact Fee.
- CC takes action on final Impact Fee adoption ordinance.

### **FUTURE**

- AC reconvenes semi-annually to review LUA, CIP and Impact Fee

**From:** Thomas Brocato tbrocato@lglawfirm.com  
**Subject:** GCCC : CenterPoint Energy Efficiency Cost Recovery Factor Application  
**Date:** June 3, 2021 at 7:53 PM  
**To:** Thomas Brocato tbrocato@lglawfirm.com  
**Cc:** Taylor P. Denison tdenison@lglawfirm.com

TB

Gulf Coast Coalition of Cities (“GCCC”) Members (i.e. cities served by CenterPoint Electric),

On June 1, CenterPoint Energy Houston Electric, LLC (“CenterPoint”) filed its 2022 Energy Efficiency Cost Recovery Factor (“EECRF”) application. Pursuant to Public Utility Commission (“PUC” or “Commission”) rules, CenterPoint is required to annually apply no later than June 1 of every year to adjust the EECRF in order to reflect changes in program costs and bonuses and to minimize any over- or under-collection of energy efficiency costs resulting from the use of the EECRF. GCCC will intervene in the case pursuant to GCCC’s standing authority to intervene in reimbursable utility ratemaking proceedings.

In this filing, CenterPoint is seeking to adjust its EECRF to collect **\$63,367,922** in 2022 comprised of the following components: (1) \$37,713,993 in energy efficiency program costs projected to be incurred in 2022; (2) \$22,021,388 for its 2020 performance bonus; (3) \$539,688 for 2022 EM&V expenses assigned to the Company by Commission Staff; (4) a charge of \$2,930,333 related to the under-recovery of 2020 program costs; (5) a charge of \$93,456 for the interest related to the under-recovery; and (6) \$69,063 in 2020 EECRF rate case expenses. In 2021, the Company requested \$49,696,13, so this is a significant increase. CenterPoint’s energy efficiency goal for 2022 is a 0.4% reduction in its peak demand of residential and commercial customers.

Although you may receive a copy of CenterPoint’s Application in the mail or from your local CenterPoint representative, cities do not have jurisdiction over this matter and are not legally required to take action. However, the Commission’s decision on CenterPoint’s EECRF will impact your cities’ rates and the rates of your citizens. The PUC has previously determined that this is a ratemaking proceeding; therefore, the law allows for GCCC to be reimbursed for the reasonable cost of the services associated with reviewing the application. Under the Commission’s rule, the cities’ expenses associated with participation in this proceeding will be reimbursed in next year’s EECRF proceeding. Accordingly, there is no direct cost to your city for participation in this proceeding.

Pursuant to the resolutions passed by GCCC members, we will file a motion to intervene on behalf of GCCC and a consultant will begin reviewing the application to determine whether there are any issues that should be addressed in this proceeding. We will provide additional updates as events warrant.

Please feel free to contact me if you have questions or concerns. Thomas & Taylor

Lloyd

.. .

**THOMAS L. BROCATO**  
Principal  
512-322-5857 Direct  
512-914-5061 Cell





Lloyd Gosselink Rochelle & Townsend, P.C.  
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Copy

Mr. Brocato's Direct Line: (512) 322-5857  
Email: [tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)

## MEMORANDUM

To: Atmos Cities Steering Committee  
Oncor Cities Steering Committee  
Texas Coalition for Affordable Power

From: Thomas L. Brocato

Date: June 17, 2021

Re: Final Legislative Update

The purpose of this memorandum is to provide a final update on legislative activities on behalf of the Steering Committee of Cities Served by Atmos (ACSC), the Steering Committee of Cities Served by Oncor (OCSC), and the Texas Coalition for Affordable Power (TCAP).

### 87TH LEGISLATIVE SESSION: AN OVERVIEW

Lawmakers during the 87th Regular Session considered approximately 400 bills relating to energy and utility issues, and adopted more than a dozen of particular significance. Among those that won passage were bills that included reform provisions intended to address grid and market failures that occurred during Winter Storm Uri in February. The storm left four million Texans without power and led to more than 200 fatalities.

Among other things, the new legislation will transform the Texas Public Utility Commission (PUC) from a three-member panel to one with five members; change the size and selection process for the Electric Reliability Council of Texas (ERCOT) board; require electricity generating facilities and some natural gas facilities to weatherize; ban certain retail electric deals; and allow for a bond financing mechanism known as "securitization" for the recovery of financial losses arising from the winter storm.

Our legislative team successfully advocated for various changes in law, including one change that will provide financial assistance to defray some excess ancillary services costs arising from Winter Storm Uri. Another success was the addition of an amendment to a securitization bill that will increase city review of that process at the Texas Railroad Commission (RRC). The team also joined others in successfully opposing proposed market changes deemed contrary to municipal and ratepayer interests. These included the rejection of a multi-billion dollar proposal by Berkshire Hathaway to create new backup generation plants, and the rejection of proposals to create a capacity market.

The Legislature also considered—and ultimately rejected—several important non-utility related bills of interest to city governments. These included bills that would have barred Capitol lobbying by city representatives.

## WHAT PASSED IN THE TEXAS LEGISLATURE

What follows is a quick synopsis of major bills of significance that passed and their intended effects.

### OMNIBUS BILLS

- **Senate Bill 2**, by Sen. Hancock, reduces the number of ERCOT board members from 16 to 11. A selection committee, with the assistance of an outside consulting firm, would appoint eight of the 11 board members. The selection committee would be made up of three people: one appointed by the governor, one by the lieutenant governor, and one by the speaker of the House. SB 2 also requires all board members to reside in Texas. Nine of the 11 ERCOT board members under SB 2 would be voting members. Gov. Greg Abbott signed SB 2 into law on June 8.
- **Senate Bill 3**, by Sen. Schwertner, requires electric power generators to comply with emergency preparedness standards determined by the PUC. Natural gas facilities deemed as critical must take similar steps. A newly-formed Electricity Supply Chain Mapping Committee will identify those facilities, with its initial mapping of the state's supply chain and critical infrastructure due for completion by January 2022. SB 3 tasks the RRC with determining the weather preparedness standards for qualifying gas facilities. Electric and gas facilities in violation of weatherization requirements could face penalties of up to \$1 million per day.

In addition, SB 3 requires regulators to create an emergency alert system, similar to an Amber Alert, for power outages and inclement weather. SB 3 tasks various state regulators and electric utilities with determining how rolling blackouts should occur during a future energy emergency. SB 3 also limits to 12 hours the amount of time that the price of wholesale power can be set at the maximum level of \$9,000 per megawatt-hour. (More typically, wholesale power sells for less than \$50 per megawatt-hour.)

Both the House and Senate voted separately to remove language from the original version of SB 3 that would have required renewable energy generators to guarantee their output or pay for an alternative source of power to guarantee against their intermittency.

Gov. Abbott signed SB 3 into law on June 8, and it took effect immediately.

### SECURITIZATION BILLS

The legislature adopted a number of bills that address excess market costs that had accrued in February 2021 during Winter Storm Uri. These include bills that employ securitization to spread out such costs over time, typically decades.

- **House Bill 4492**, by Rep. Paddie, authorizes the Texas Comptroller's office to dip into the state's rainy day fund and issue an \$800 million loan to ERCOT to cover debts owed to it. Importantly, the final adopted version of HB 4492 also includes language to defray ancillary services costs incurred during the storm charged in excess of the system-wide offer cap of \$9,000 per megawatt-hour. As noted above, ERCOT raised prices to the maximum \$9,000 per megawatt-hour during the storm. Ancillary services costs, however, went even higher. The inclusion of this language was a top priority of the lobby team and should benefit municipal-level electricity consumers. HB 4492 was signed by Gov. Abbott on June 16.
- **House Bill 1520**, by Rep. Paddie, allows for the securitization of excess gas fuel charges related to Winter Storm Uri. Under the original filed version of the bill, the RRC had 90 days to consider securitization proposals. However, the final version of the bill includes an amendment proposed by ACSC to increase the review period to 150 days. This extended examination period is consistent with similar to rules in other jurisdictions, including at the PUC. This legislation was signed by Gov. Abbott on June 15.
- **House Bill 1510** includes securitization provisions for weatherization and storm hardening for electric utilities located outside the ERCOT service area. HB 1510 also creates the Texas Electric Utility System Restoration Corporation to further the securitization bond financing process. Gov. Abbott signed HB 1510 into law on June 1.
- **Senate Bill 1580**, by Sen. Hancock, is a securitization bill for electric cooperatives. The Senate concurred with House amendments on May 28, and the bill went to Gov. Abbott for his signature on June 1.

## OTHER BILLS

- **House Bill 2586**, by Rep. Thierry, requires a regular audit of ERCOT by the PUC. Previously, the PUC had discretion as to whether to conduct an audit. Gov. Abbott signed HB 2586 into law on May 24.
- **House Bill 2483**, by Rep. Phil King, allows utilities to lease and operate generators for emergency reliability purposes. HB 2483 went to Gov. Abbott on June 1.
- **House Bill 16**, by Rep. Hernandez, bars retail electric providers from offering wholesale indexed plans to residential ratepayers. Some consumers faced bills for thousands of dollars because they received service through wholesale indexed price contracts during Winter Storm Uri. Gov. Abbott signed the bill into law on May 26.
- **Senate Bill 2154**, by Sen. Schwertner, expands the PUC from a three-member panel to one with five members. SB 2154 also requires PUC commissioners to reside within Texas, and requires that three (but not all) members be familiar with electric utilities. An amendment supported by TCAP and OCSC called specifically for consumer representation among the commissioners. The amendment made it onto the House version of the bill, but not on the final version as it emerged from the House-Senate conference committee. The legislation went to Gov. Abbott for his signature on June 1.

- **Senate Bill 1281** exempts electric utilities from having to amend their certificates of public convenience and necessity for certain short transmission projects. It also requires consideration of a broader range of load forecasts and potential renewable generation scenarios, and expands cost comparison tests to include potential consumer impacts. It requires ERCOT to conduct an annual assessment of the ERCOT grid to assess its reliability in extreme weather scenarios. The bill went to Gov. Abbott for his signature on June 1.
- **Senate Bill 1202** facilitates the promulgation of electric vehicle charging stations in Texas by clarifying that a business that owns such a charging station is not subject to various separate regulatory provisions that govern electric providers or that govern transmission and distribution utilities (TDUs). Gov. Abbott signed the legislation into law on June 7.
- **Senate Bill 760** establishes requirements for solar power facility agreements, including provisions related to financial requirements for solar power facility decommissioning costs. The bill went to Gov. Abbott on May 29 and awaits his signature.
- **Senate Bill 415** stipulates that a transmission and distribution utility, with prior PUC approval, may contract with a power generation company to provide electricity from an electric energy storage facility for the provision of electricity to distribution customers. Further, SB 415 stipulates that a TDU may not own a storage facility, and likewise stipulates that a TDU may enter into a contract for energy storage only if the use of energy storage is more cost-effective than the construction or modification of traditional distribution facilities. The bill went to Gov. Abbott for his signature on June 1.

### WHAT DIDN'T PASS

As noted above, lawmakers filed approximately 400 bills that related in some way to energy or utility issues. The vast majority of these bills failed even to emerge from legislative committee and therefore died very early in the process. For the sake of brevity, we have not enumerated those bills here. Instead, listed below are three high-profile issues considered during the 87<sup>th</sup> Legislative Session. Each became the subject of separate bills, and each of those bills ultimately failed to win passage.

- **Berkshire Hathaway Plan:** Texas lawmakers in April began consideration of legislation promoted by Berkshire Hathaway Energy—that is, billionaire investor Warren Buffett's company—to build ten new natural gas plants for reliability purposes. Berkshire Hathaway executives first floated their multi-billion dollar plan during private meetings with lawmakers in March, promoting it as an outside-the-box response to the February electricity crisis. In mid-April, State Rep. Eddie Lucio III added the Berkshire Hathaway proposal to his previously filed House Bill 3749, and the House Committee on State Affairs took up the revised bill during a public hearing on April 20. However, the legislation died without ever having proceeded to the House floor.
- **Repricing:** In early March, the Independent Market Monitor for the ERCOT market called upon the PUC to reprice some of the administratively set wholesale energy prices paid by market participants during Winter Storm Uri. When the PUC's then-Chairman D'Andrea



refused to order the repricing—he argued that such repricing would be illegal and likely harm various entities that had done a good job hedging during the winter event—the Texas Senate stepped in with the passage of Senate Bill 2142 that would mandate the repricing. However, SB 2142 failed to make any progress in the House, and it died there in committee.

- **Civic Lobbying:** After falling short during the 2019 legislative session, the state’s leadership again pressed during 2021 to pass legislation to ban lobbying at the state Capitol by representatives of municipalities and other local subdivisions. Legislation toward that end—Senate Bill 10 by Sen. Paul Bettencourt—enjoyed Lt. Gov. Patrick’s strong support and quickly made it through the Senate before stalling in the House and dying there during the session’s final days. Sen. Bettencourt blamed obstruction by House Speaker Phelan and House State Affairs Committee Chair Chris Paddie for the demise of the measure, which had been identified as a top priority. However, it was also clear that the bill lacked sufficient support to win outright passage on the House floor. Rep. Paddie had attempted to negotiate a compromise on the bill with its House sponsor, Rep. Mayes Middleton of Wallisville, but those negotiations ultimately led nowhere.

### LOOKING AHEAD

Lt. Gov. Patrick responded to the failure of SB 10 and the failure of two other bills identified as top GOP priorities by urging Gov. Abbott to call a special session. Publicly the Governor has demurred, stating during the session’s final days that lawmakers instead should “work together to get important conservative legislation to my desk.” Nevertheless, it is expected that a special session starting the first or second week of July will be called. At this time, we do not expect the session to include utility issues. However, this could change at any time. Additionally, it is anticipated that lawmakers will return to Austin for a special session during the fall to redraw the state’s political maps as part of the once-per-decade redistricting process.

## MEMORANDUM

Date: June 16, 2021  
To: Mayor Michael Byrum-Bratsen  
City Council Members  
From: Dinh V. Ho, P.E.  
RE: COIC Council Meeting – June 2021 Engineer's Report  
cc: Ron Cox, Kayleen Rosser

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The following is a status report of various engineering items:

1. TxDOT Overpasses – TxDOT is expected to have the 90% drawings completed by May 2021 TxDOT for the following grade crossing. Iowa Colony Blvd., Meridiana Parkway, Cedar Rapids Parkway, Davenport Parkway and Dubuque Parkway though Iowa Colony. They are also building an overpass at County Road 60.

The proposed schedule is completion of engineering design by September 2021. Construction is scheduled to be let for September 2022.

Branding: We are working on design options for the logo and will present to the City of review prior to completing the construction document drawings.

2. Crystal Lagoon- The developer is preparing to break ground in June on the excavation of the lagoon.
3. AMES ROAD BRIDGE
  - Subject to Environmental Clearance – Expected to start bidding in Summer 2021.
4. ROADWAY REPAIRS
  - Interlocal with BC Agreement for FY 2020-2021 has been submitted and approved by Commissioners Court. County has requested the City to reduce the total mileage to a total of 2 miles.
  - The City received confirmation from Brazoria County for CDBG-HUD funds. The City allocation this year is \$140,000. Staff has identified CR 382 as the road to be repaired for this funding. Note, funds must be used for areas that meets the Low to Moderate income level. This has been submitted to the County.
5. GRANTS
  - We will be submitting the following grants
    - i. GLO-CDBG MITIGATION GRANT – HURRICANE HARVEY
      1. Proposed grant will provide for acquisition and funding for a Flood Mitigation Basin
      2. Total Grant funds is estimated to approximately \$7.23 mil.
      3. Grant Application submitted.
      4. Expect end of May 2021.
    - ii. TWBD- FIF GRANT –
      1. Proposed grant will fund the City first Master Drainage Plan
      2. Total amount will by \$300k, of which \$150k will be matching funds.
      3. Approved. Currently awaiting agreement from TWDB.
6. CONSTRUCTION PROJECT STATUS:
  - A. MERIDIANA SUBDIVISION – RISE COMMUNITIES

- Active construction projects
  - Meridiana Commercial Utility and Paving (Section 68)– Complete. On the agenda for approval.
  - Meridiana Ph 3 Well Site Park – 99% complete. Punchlist items being completed.
  - BCMUD 55 MER WWTP Exp to 0.48 MGD- 85% complete.

*B. STERLING LAKES – LAND TEJAS*

- Active construction projects.
  - BCMUD 31 WWTP Expansion Ph IV – Ongoing @ 90% complete.

*C. SIERRA VISTA - LAND TEJAS*

- Active construction projects
  - Meridiana Parkway Phase 5 – 95% complete
  - Meridiana Parkway Phase 6 – 95% complete
  - Lane switch complete. Project still on hold due to power pole.

*D. SIERRA VISTA WEST - LAND TEJAS*

- Active construction projects:
  - BCMUD 53 Water Well Plant – Awaiting final punchlists.
  - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walkthrough.
  - BCMUD 53 WWTP- 80% complete.
  - BCMUD 53 Offsite Lift Station – 90% complete.
  - Crystal View Drive Phase III – Awaiting final walkthrough.
  - Sierra Vista West Section 4 – 70%
  - Sierra Vista West Section 5 – 500%
  - Sierra Vista West Section 6 – Awaiting punchlist item completion.

*E. OTHER CONSTRUCTION PROJECTS*

- AISD H.S. No. 4 – 90% of civil complete internally.
- Davenport/Discovery Drive: Construction plans approved 6/16/2021. Construction is expect to start summer of 2021.
- City will need to acquire the ROW in front of the two homes west of Sophie Mary.

*7. OTHER ITEMS:*

- A. Baymark Pipeline/ South Texas NGL Pipeline – Contractor complete. Awaiting final closeout.*



# IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583

Aaron I. Bell  
Chief of Police

Phone: (281) 369-3444  
Fax: (281) 406-3722

## Monthly Report May 2021

Offense	Reported
Burglary	1
Theft	3
Robbery	0
Total Index Crimes Reported	4
<b>Reports Taken</b>	
Misdemeanor	10
Felony	8
<b>Charges Filed/Arrests</b>	
Misdemeanor	2
Felony	0
Outside Agency Warrant Arrest	2
<b>Traffic Enforcement</b>	
Citations	295
Warnings	19
<b>Crash Investigations</b>	
Minor Crashes	5
Major Crashes	3
Fatality Crashes	0
<b>Calls for Service</b>	
Alarms	34
Assist Other Agency	66
Disturbance	10
Fire	3
Other	234
Security Checks	1,086
Suspicious Activity/Persons	20

### Significant Events

- May 2021 – Staff have continued to participate in conference calls with local and county officials and monitoring the response to COVID-19. Staff have provided guidance and information to various stakeholders for response and mitigation.
- May 6 – Officer conducted a traffic stop on a vehicle at Ames Blvd/Meridana Pkwy. The driver of the vehicle was found to have an outstanding felony warrant out of Fort Bend County. The driver was arrested.



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- May 13 – Officer was dispatched to the 10600 block of Cabot Trail for a theft. Plywood and sheetrock were stolen from a residential construction site.
- May 13 – Officer was dispatched to the 16400 block of State Highway 6 in reference to a theft. Two catalytic converters were stolen off vehicles.
- May 16 – Officers were dispatched to the 100 block of Des Moines in reference to a disturbance. Upon arrival it was found that an assault had occurred and one person was arrested.
- May 17 – Officer was dispatched to the area of State Highway 6/Louisiana in regards to a road rage incident. The victim stated that a vehicle cut him off so he honked his horn and flashed his headlights at the vehicle. The victim said a passenger in the vehicle then fired two shots towards him. The victim declined to file any type of charges.
- May 30 – Officer was flagged down in reference to a reckless driver in the area of SH 288/Davenport Pkwy. Officer located vehicle and initiated a traffic stop. The driver of the vehicle was found to be intoxicated and arrested.

Copy





# IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583

Aaron I. Bell  
Chief of Police

Phone: (281) 369-3444  
Fax: (281) 406-3722

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## CODE COMPLIANCE

City Ordinance Violations	11	<ul style="list-style-type: none"><li>• No Mobil Food Permit (2) Written Warning</li><li>• 2900 Meridiana Pkwy – Old Variance Sign</li><li>• 3200 Meridiana Pkwy – Old Variance Sign</li><li>• 5900 Ballard – Basketball Goal in street</li><li>• 15903 Hwy 6 S. – Change of Occupancy Passed</li></ul>
Sign Violations	5	<ul style="list-style-type: none"><li>• DR Horton 4X8 Builders Sign, ABATED</li><li>• Gehan Homes 4x8 Signs, ABATED</li><li>• Coventry Homes 4x8 - Hwy 6 S.– ABATED</li><li>• Liberty Homes 4x8 – Hwy 288 S.– ABATED</li></ul>
Stake Signs (Abated)	6	<ul style="list-style-type: none"><li>• Total of (16) Stake/Bandit signs picked and disposed of at city hall.</li></ul>
Animals at Large	16	<ul style="list-style-type: none"><li>• 16 Calls for Animal at Large</li><li>• 11 Animals Transferred to Houston Humane</li><li>• Cats (2) / Kittens (5) / Dogs (4)</li></ul>
Wildlife	3	<ul style="list-style-type: none"><li>• 1 Turtle – Relocated removed off roadway</li><li>• 1 Racoons – Relocated 1 Alligator -referred over to Texas Parks &amp; Wildlife</li></ul>
Loose Livestock	1	<ul style="list-style-type: none"><li>• Unfounded</li></ul>
Close Patrol	7	<ul style="list-style-type: none"><li>• Meridiana Subdivision</li><li>• Sterling Lakes Subdivision</li><li>• Louisiana Mobile Home Park</li></ul>



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12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583

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Chief of Police

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Other

7

- Return customers Trap 2100 Golden Topaz
- Return Customers Trap 9400 Emerald Lakes
- 10600 Wagner – Nuisance Insects Beehive, advise given to wait a few days the hive will find a new home.
- Objects in Roadway

Copy



12003 Iowa Colony Blvd.  
Iowa Colony Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005  
[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

## MONTHLY REPORT- May 2021

June 8, 2021

Mayor and Council,

See March monthly report for both the Building Department and Fire Marshal's Office below.

### Building Department

#### **Inspections Conducted-**

Building Inspections-	503
Plumbing Inspections -	364
Mechanical Inspections-	149
Electrical Inspections-	333
<b>Total-</b>	<b>1349</b>

#### **Total Fees Collected-**

Initial Fees-	\$275,376.24
Re- Inspection Fees-	\$2,425.00
Convenience Fee-	\$2,146.97
<b>Total-</b>	<b>\$279,948.21</b>

### Fire Marshal

On May 5, 2021, the Fire Marshal investigated a structure fire located on Galileo Drive. The fire was determined to be accidental due to a malfunction on a Tesla car charging station. The fire was contained in the garage with no exposures.

Thanks,

*Albert Cantu*

Albert Cantu,  
Fire Marshal/Building Official

**City of Iowa Colony**  
**Balance Sheet**  
As of May 31, 2021

	May 31, 21
<b>ASSETS</b>	0.00
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Baseball Field Reserve	132.50
Baymark Pipeleine LLC	
Baymark P - Engr/Inspctn/Legal	20,540.04
Baymark Pipeleine LLC - Other	182,437.50
Total Baymark Pipeleine LLC	202,977.54
Cherry Crushed Concrete	23,200.00
Early Plat- Merid Sec 68	507,670.79
Early Plat- SVW Section 3	-0.01
Formosa/Lav pipeline-TRC	10,826.04
M2E3/EnterprisePipeline	-24,533.24
Meridiana Escrow	4,730.00
Old Airline Market- Axis Dev.	207.50
Sierra Vista- Land Tejas	-1,720.20
Sierra Vista West- Land Tejas	41,617.97
South Texas NGL Pipeline, LLC	
South TX NGL -Engr/Inspct/Legal	21,027.56
South Texas NGL Pipeline, LLC - Other	183,022.50
Total South Texas NGL Pipeline, LLC	204,050.06
Sterling Lakes - Land Tejas	-2,872.86
Sterling Lakes North	-2,176.90
1002401 · Capital Contribution-CR 64	1,731,000.00
1002406 · Earlt Platting Escrow Sec. 13	-0.01
1002412 · Early Plat Escrow - SVW Sec 6	1,132,998.90
1002501 · Property Delq Tax - TIF 100%	-0.30
1002502 · Property Tax TIF-100%	10,148.27
1003600 · Opening Balance Equity	739,319.07
1003601 · Retained Earnings	-95,466.00
Total Equity	4,482,109.12
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,482,109.12</b>

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
**October 2020 through May 2021**

	Oct '20 - May 21	Budget	\$ Over Budget
<b>Income</b>			
<b>4100 · GENERAL REVENUE</b>			
4109 · Mixed Beverage Tax	434.50	2,000.00	-1,565.50
4110 · City Sales Tax	263,059.26	350,000.00	-86,940.74
4120 · Property Tax	1,932,372.19	1,164,165.53	768,206.66
4121 · Delinquent Property Tax	22,426.20	35,000.00	-12,573.80
4130 · Property Tax - TIF - 70%	724,878.90	0.00	724,878.90
4131 · Delinquent Tax - TIF - 70%	1,190.16	0.00	1,190.16
4132 · City Property TIF 30%	310,662.40	0.00	310,662.40
4133 · City Property Delinquent TIF 30%	510.06	0.00	510.06
4134 · Intermodel Ship. Container	3,316.49	2,000.00	1,316.49
<b>Total 4100 · GENERAL REVENUE</b>	<b>3,258,850.16</b>	<b>1,553,165.53</b>	<b>1,705,684.63</b>
<b>4122 · OTHER REVENUE</b>			
4124 · Accident Reports	90.00	0.00	90.00
4126 · MUD 31 Annexation			
MUD 31 Pub. Safety Contr.	0.00	250,000.00	-250,000.00
MUD 32 Pub. Safety Contr.	0.00	250,000.00	-250,000.00
4126 · MUD 31 Annexation - Other	0.00	0.00	0.00
<b>Total 4126 · MUD 31 Annexation</b>	<b>0.00</b>	<b>500,000.00</b>	<b>-500,000.00</b>
4122 · OTHER REVENUE - Other	9,734.62	0.00	9,734.62
<b>Total 4122 · OTHER REVENUE</b>	<b>9,824.62</b>	<b>500,000.00</b>	<b>-490,175.38</b>
4125 · Arrest Fees	39.76	0.00	39.76
<b>4200 · BUILDING &amp; CONSTRUCTION PERMITS</b>			
4201 · Building Construction Permits	1,356,509.10	1,375,000.00	-18,490.90
4202 · Trade Fees	43,420.47	40,000.00	3,420.47
4203 · Reinspection Fees	24,075.00	25,000.00	-925.00
4204 · Signs	400.00	2,500.00	-2,100.00
4205 · Misc Permits	4,235.10	1,000.00	3,235.10
4206 · Dirt Work Permits	0.00	1,500.00	-1,500.00
4207 · Driveway Permits	1,150.00	3,000.00	-1,850.00
4210 · Culvert Permit	300.00	1,000.00	-700.00
4211 · Commercial Vehicle Permit	500.00	3,000.00	-2,500.00
4212 · Park Use Permit	1,825.00		
4213 · Mobile Food Unit Permit	750.00		
<b>Total 4200 · BUILDING &amp; CONSTRUCTION PERMITS</b>	<b>1,433,164.67</b>	<b>1,452,000.00</b>	<b>-18,835.33</b>



**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
**October 2020 through May 2021**

	Oct '20 - May 21	Budget	\$ Over Budget
<b>4300 · PLAT FEES</b>			
4301 · Preliminary Plat Fees	68,710.00	75,000.00	-6,290.00
4302 · Final Plat Fees	21,700.00	40,000.00	-18,300.00
4303 · Abbreviated Plat Fees	10,540.00	2,000.00	8,540.00
4304 · Plat Re-Check Fee	0.00	0.00	0.00
4305 · Admin Fee- Early Plat Recording	10,153.42	300,000.00	-289,846.58
<b>Total 4300 · PLAT FEES</b>	<b>111,103.42</b>	<b>417,000.00</b>	<b>-305,896.58</b>
<b>4400 · ENGINEERING FEES</b>			
4401 · Infrastructure Plan Review Fee	43,442.45	150,000.00	-106,557.55
4402 · Recheck Fee	0.00	0.00	0.00
4403 · Civil Site Plan Review Fee	113,439.50	300,000.00	-186,560.50
4404 · Other	0.00	0.00	0.00
<b>Total 4400 · ENGINEERING FEES</b>	<b>156,881.95</b>	<b>450,000.00</b>	<b>-293,118.05</b>
<b>4500 · ZONING FEES</b>			
4501 · Rezoning Fees	0.00	3,000.00	-3,000.00
4502 · Misc Zoning Fees	0.00	0.00	0.00
4503 · Specific Use Permit	0.00	2,000.00	-2,000.00
<b>Total 4500 · ZONING FEES</b>	<b>0.00</b>	<b>5,000.00</b>	<b>-5,000.00</b>
<b>4600 · FRANCHISE</b>			
4601 · Franchise Tax - Electric	94,155.20	110,000.00	-15,844.80
4602 · Franchise Tax - Gas	0.00	20,000.00	-20,000.00
4603 · Telecommunications Fee-Sales Tax	30,677.57	10,000.00	20,677.57
4600 · FRANCHISE - Other	0.00	0.00	0.00
<b>Total 4600 · FRANCHISE</b>	<b>124,832.77</b>	<b>140,000.00</b>	<b>-15,167.23</b>
<b>4700 · CITATIONS</b>			
4701 · Citations / Warrants	267,453.47	200,000.00	67,453.47
4702 · Delinquent Court Collection	0.00	5,000.00	-5,000.00
4703 · Court Security Fee	5,013.01	2,000.00	3,013.01
4704 · Court Technology Fee	4,721.42	2,500.00	2,221.42
4700 · CITATIONS - Other	241.00		
<b>Total 4700 · CITATIONS</b>	<b>277,428.90</b>	<b>209,500.00</b>	<b>67,928.90</b>
<b>4800 · SPECIAL FUNDS</b>			
4803 · Miscellaneous Grants	8,734.10	0.00	8,734.10
4805 · Park Reserves	0.00	35,000.00	-35,000.00
<b>Total 4800 · SPECIAL FUNDS</b>	<b>8,734.10</b>	<b>35,000.00</b>	<b>-26,265.90</b>

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
**October 2020 through May 2021**

	Oct '20 - May 21	Budget	\$ Over Budget
<b>4900 · INVESTMENT INCOME</b>			
<b>4910 · Interest Income</b>	37.25	1,000.00	-962.75
<b>Total 4900 · INVESTMENT INCOME</b>	37.25	1,000.00	-962.75
<b>Total Income</b>	5,380,897.60	4,762,665.53	618,232.07
<b>Gross Profit</b>	5,380,897.60	4,762,665.53	618,232.07
<b>Expense</b>			
<b>MUD 31 Expense</b>	1,000,617.98		
<b>UNKNOWN EXPENSE</b>			
<b>1105110 · Payroll Expenses</b>	535.57	0.00	535.57
<b>Total UNKNOWN EXPENSE</b>	535.57	0.00	535.57
<b>10 · ADMINISTRATION</b>			
10-5111 · Payroll - City Secretary	37,231.26	62,831.00	-25,599.74
10-5112 · Payroll - Clerk	0.00	17,680.00	-17,680.00
10-5113 · Payroll-City Manager	56,197.05	100,000.00	-43,802.95
10-5114 · Merit pool (For all employees)	0.00	0.00	0.00
10-5115 · Payroll Clerk - Overtime	0.00	0.00	0.00
10-5120 · Payroll Taxes	2,900.58	13,248.88	-10,348.30
10-5127 · TMRS	4,486.15	18,202.06	-13,715.91
10-5130 · Texas Workforce Commission	144.00	486.00	-342.00
10-5132 · Insurance - Health	72.00	11,660.00	-11,588.00
10-5200 · Professional Services	0.00	0.00	0.00
10-5210 · Legal Delinquent Citations	0.00	0.00	0.00
10-5211 · Legal	68,126.01	100,000.00	-31,873.99
10-5212 · Audit	29,000.00	22,000.00	7,000.00
10-5213 · Tax Appraisal & Collection	40.00	0.00	40.00
10-5214 · Legislative & Admin Action	0.00	5,000.00	-5,000.00
10-5219 · Management Professional Service	5,816.50	10,000.00	-4,183.50
10-5220 · Website - Professional			
Website Domain	434.99	400.00	34.99
10-5220 · Website - Professional - Other	2,500.00	5,500.00	-3,000.00
<b>Total 10-5220 · Website - Professional</b>	2,934.99	5,900.00	-2,965.01
10-5225 · Equipment Maintenance	277.00		
10-5227 · Hosting BCCA Meeting	0.00	0.00	0.00
10-5228 · Property Taxes Collection Fee	0.00	7,000.00	-7,000.00
10-5229 · BCAD Fee	10,527.74	6,000.00	4,527.74
10-5240 · Building Maintenance			
Prof Cleaning Services	7,650.00		
10-5240 · Building Maintenance - Other	5,462.23	50,000.00	-44,537.77
<b>Total 10-5240 · Building Maintenance</b>	13,112.23	50,000.00	-36,887.77

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
**October 2020 through May 2021**

	Oct '20 - May 21	Budget	\$ Over Budget
10-5245 · Technology	8,291.64	16,000.00	-7,708.36
10-5246 · Software Maintenance / License	9,757.64	7,500.00	2,257.64
10-5250 · Utilities	3,459.83	9,000.00	-5,540.17
10-5260 · Equipment Rentals	1,866.63	3,000.00	-1,133.37
10-5320 · Supplies / Printing	4,300.60	12,000.00	-7,699.40
10-5321 · Postage	164.90	750.00	-585.10
10-5322 · Advertising & Legal Notices	5,186.50	5,000.00	186.50
10-5323 · Telephone Expense	10,492.87	10,000.00	492.87
10-5325 · Miscellaneous	5,260.16	0.00	5,260.16
10-5326 · Well Permit Fee	0.00	30.00	-30.00
10-5411 · Travel & Training	1,681.03	2,400.00	-718.97
10-5412 · Seminars/BCCA	100.00	1,200.00	-1,100.00
10-5439 · Election Costs	5,564.20	8,000.00	-2,435.80
10-5481 · Mayor's Special Expense	46.25	1,500.00	-1,453.75
10-5495 · Dues	620.00	2,000.00	-1,380.00
10-5630 · Equipment	2,122.10	500.00	1,622.10
10-5710 · Insurance - Windstorm	8,492.50	7,500.00	992.50
10-5720 · Insurance - Liability/Prop/ WC	18,235.25	20,000.00	-1,764.75
10-5721 · Bank Fees	0.00	100.00	-100.00
10-5722 · credit card fees	514.14	4,000.00	-3,485.86
10-5723 · Certificate Pay	0.00	0.00	0.00
10-5724 · Longevity PAY	180.00	240.00	-60.00
10-5725 · Grant Admin	0.00	15,000.00	-15,000.00
10-5730 · Building Renovations	0.00	0.00	0.00
5113 · Payroll - Office Manager	0.00	0.00	0.00
<b>Total 10 · ADMINISTRATION</b>	<b>317,201.75</b>	<b>555,727.94</b>	<b>-238,526.19</b>
<b>15 · FINANCE</b>			
15-5112 · Payroll - Senior Accountant	46,666.72	70,004.00	-23,337.28
15-5127 · TMRS	5,627.41	7,357.42	-1,730.01
15-5128 · FICA	3,384.58	5,355.31	-1,970.73
15-5129 · TWC	144.00	162.00	-18.00
15-5130 · WC	0.00	3,052.00	-3,052.00
15-5132 · Health Insurance	2,574.94	5,830.00	-3,255.06
15-5320 · Supplies/Printing	292.70	2,000.00	-1,707.30
15-5321 · Postage	93.15	200.00	-106.85
15-5410 · Technology	782.39	8,000.00	-7,217.61
15-5411 · Training & Travel	0.00	5,000.00	-5,000.00
15-5495 · Dues	0.00	2,500.00	-2,500.00
15-5630 · Equipment	0.00	0.00	0.00
15-5723 · Certificate Pay	0.00	0.00	0.00
15-5724 · Longevity Pay	0.00	0.00	0.00
<b>Total 15 · FINANCE</b>	<b>59,565.89</b>	<b>109,460.73</b>	<b>-49,894.84</b>

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
**October 2020 through May 2021**

	Oct '20 - May 21	Budget	\$ Over Budget
<b>20 - POLICE DEPARTMENT</b>			
20-5112 - Payroll - Police Chief	66,736.26	99,495.00	-32,758.74
20-5113 - Payroll - Full Time Officer	273,336.48	490,614.50	-217,278.02
20-5114 - Telecommunications Operator	0.00	17,680.00	-17,680.00
20-5115 - Humane/Code Enf. Officer	27,038.20	41,600.00	-14,561.80
20-5125 - Payroll - Overtime	9,740.86	10,000.00	-259.14
20-5126 - Professional Services	6,050.00	7,000.00	-950.00
20-5127 - TMRS	47,710.42	73,810.63	-26,100.21
20-5128 - FICA	27,220.05	53,725.15	-26,505.10
20-5129 - TWC	1,803.93	2,106.00	-302.07
20-5130 - WC	0.00	28,313.38	-28,313.38
20-5131 - Certification Pay	9,138.42	42,100.00	-32,961.58
20-5132 - Health Insurance	27,181.47	69,960.00	-42,778.53
20-5320 - Supplies & Printing	1,847.45	3,500.00	-1,652.55
20-5321 - Postage	95.10	100.00	-4.90
20-5322 - Recruiting and Hiring Expenses	679.16	1,500.00	-820.84
20-5324 - Cell Phone	3,713.04	7,000.00	-3,286.96
20-5325 - Miscellaneous	1,160.54	4,900.00	-3,739.46
20-5326 - Uniforms	3,446.75	7,500.00	-4,053.25
20-5327 - Charitable	0.00	0.00	0.00
20-5410 - Technology	5,672.64	18,000.00	-12,327.36
20-5411 - Travel & Training	3,841.37	5,000.00	-1,158.63
20-5412 - Radio Service	3,618.00	3,300.00	318.00
20-5413 - Radio Equipment	1,314.03	2,000.00	-685.97
20-5415 - Building Maintenance	1,726.77	2,600.00	-873.23
20-5450 - Vehicle Equipment	-869.00	5,000.00	-5,869.00
20-5495 - Association Dues	838.88	1,000.00	-161.12
20-5496 - Dues - TCLDS	0.00	0.00	0.00
20-5497 - Animal Control	2,867.50	2,000.00	867.50
20-5498 - Hospital Expense - Suspects	0.00	1,000.00	-1,000.00
20-5499 - Investigations	1,106.09	2,900.00	-1,793.91
20-5724 - Longevity Pay	300.00	300.00	0.00
20-5810 - Vehicle Insurance	6,340.00	5,000.00	1,340.00
20-5820 - Vehicle Repairs & Maint	6,140.80	13,000.00	-6,859.20
20-5830 - Fuel	16,182.99	30,000.00	-13,817.01
20-5840 - Equipment	7,143.17	10,000.00	-2,856.83
20-5850 - Vehicle Replacement Fund	0.00	47,200.00	-47,200.00
20-8000 - Emergency Management	435.78		
<b>Total 20 - POLICE DEPARTMENT</b>	<b>563,557.15</b>	<b>1,109,204.66</b>	<b>-545,647.51</b>

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	Oct '20 - May 21	Budget	\$ Over Budget
<b>25 · MUNICIPAL COURT</b>			
25-5112 · Payroll- Municipal Court Clerk	28,628.27	45,001.00	-16,372.73
25-5125 · Payroll - Clerk Overtime	2,500.09	2,500.00	0.09
25-5127 · TMRS	4,303.93	5,118.48	-814.55
25-5128 · FICA	2,327.30	3,725.63	-1,398.33
25-5129 · TWC	144.00	162.00	-18.00
25-5130 · WC	0.00	1,962.04	-1,962.04
25-5131 · Certification Pay	830.70	1,200.00	-369.30
25-5132 · Health Insurance	1,433.66	5,830.00	-4,396.34
25-5210 · Legal Delinquent Citations	0.00	5,000.00	-5,000.00
25-5216 · Judge Court Fees	11,025.00	25,000.00	-13,975.00
25-5217 · Prosecutor Fees	39,437.50	35,500.00	3,937.50
25-5218 · Interpreter	428.70	1,500.00	-1,071.30
25-5219 · Professional Services - Muni Co	16,287.50	10,000.00	6,287.50
25-5222 · Court Security Exp.	558.61	0.00	558.61
25-5223 · Court Technology Exp.	0.00	0.00	0.00
25-5315 · Payroll - Clerk	2,548.02	0.00	2,548.02
25-5321 · Postage	62.80	500.00	-437.20
25-5411 · Travel & Training	155.00	1,000.00	-845.00
25-5414 · Jury Trial Expense	0.00	1,500.00	-1,500.00
25-5415 · State Criminal Cost & Fees	80,037.90	80,000.00	37.90
25-5500 · Supplies & Equipment	929.75	4,200.00	-3,270.25
25-5730 · Contract Services	5,961.00	4,735.12	1,225.88
<b>Total 25 · MUNICIPAL COURT</b>	<b>197,599.73</b>	<b>234,434.27</b>	<b>-36,834.54</b>
<b>30 · PUBLIC WORKS DEPARTMENT</b>			
30-5115 · Payroll - Public Works	35,958.40	55,000.00	-19,041.60
30-5125 · Payroll - Public Works Overtime	2,850.24	2,000.00	850.24
30-5127 · TMRS	4,948.50	5,990.70	-1,042.20
30-5128 · FICA	2,656.80	4,600.00	-1,943.20
30-5129 · TWC	144.00	162.00	-18.00
30-5130 · WC	0.00	2,400.00	-2,400.00
30-5131 · Certification Pay	0.00	0.00	0.00
30-5132 · Health Insurance	3,577.46	5,830.00	-2,252.54
30-5320 · Supplies	1,419.09	7,440.00	-6,020.91
30-5326 · Uniforms	10.81		
30-5451 · Roads./ Bridges/ Drainage	9,066.59	325,000.00	-315,933.41
30-5452 · Mowing Roads	31,800.00	60,000.00	-28,200.00
30-5454 · Bridge Replacement	0.00	30,000.00	-30,000.00
30-5455 · Signs & Postings	5,007.75	8,000.00	-2,992.25
30-5456 · Public Works Maintenance	11,110.74	25,000.00	-13,889.26
30-5461 · Park Improvements	0.00	35,000.00	-35,000.00
30-5462 · Park Maintenance	35,211.55	70,000.00	-34,788.45
30-5810 · Vehicle Insurance	553.50		
30-5820 · Vehicle Repairs & Maint	1,966.71	6,800.00	-4,833.29
30-5830 · Fuel	1,863.01	5,000.00	-3,136.99



**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
**October 2020 through May 2021**

	Oct '20 - May 21	Budget	\$ Over Budget
30-5840 · Equipment	15,225.27	24,000.00	-8,774.73
30-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00
30-5860 · ROW Maintenance	0.00	5,000.00	-5,000.00
<b>Total 30 · PUBLIC WORKS DEPARTMENT</b>	<b>163,370.42</b>	<b>680,722.70</b>	<b>-517,352.28</b>
<b>35 · COMMUNITY DEVELOPMENT</b>			
35-5111 · Payroll-Building Official	45,208.38	80,000.00	-34,791.62
35-5112 · Payroll-Permits Clerk	26,180.00	40,040.00	-13,860.00
35-5125 · Payroll-Clerk Overtime	790.35	1,500.00	-709.65
35-5127 · TMRS	8,744.31	12,773.85	-4,029.54
35-5128 · FICA	5,177.92	9,297.81	-4,119.89
35-5129 · TWC	432.00	324.00	108.00
35-5130 · WC	0.00	5,234.05	-5,234.05
35-5131 · Certification Pay	0.00	480.00	-480.00
35-5132 · Health Insurance	7,364.12	8,745.00	-1,380.88
35-5212 · Early Platting Escrow Exp. INV	0.00	0.00	0.00
35-5214 · Engineering Services			
35-5216 · Platting	87,885.14	150,000.00	-62,114.86
35-5217 · Plan Review	30,783.90	100,000.00	-69,216.10
35-5218 · Permits/Inspections	102,310.47	195,000.00	-92,689.53
35-5214 · Engineering Services - Other	43,903.35	80,000.00	-36,096.65
<b>Total 35-5214 · Engineering Services</b>	<b>264,882.86</b>	<b>525,000.00</b>	<b>-260,117.14</b>
35-5215 · Building Inspector Fees	562,739.70	295,500.00	267,239.70
35-5219 · Professional Services - Plannin	22,256.46	85,000.00	-62,743.54
35-5220 · TIF Fund (70% of TIF revenue t	711,539.25	0.00	711,539.25
35-5221 · ICVFD Contract Services/Equip	0.00	6,000.00	-6,000.00
35-5246 · Software Subscription/License	3,502.28		
35-5320 · Supplies	2,106.75		
35-5326 · Uniforms	2,930.89		
35-5455 · Signage & Postings	322.50	4,000.00	-3,677.50
35-5722 · Credit Card Fees	11,184.88	10,000.00	1,184.88
35-5724 · Longevity Pay	120.00	240.00	-120.00
35-5820 · Vehicle Repairs & Maint	2,855.39		
35-5830 · Fuel	681.28		
35-5840 · Equipment	8,341.77		
35-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00
<b>Total 35 · COMMUNITY DEVELOPMENT</b>	<b>1,687,361.09</b>	<b>1,087,634.71</b>	<b>599,726.38</b>

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Accrual Basis

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	Oct '20 - May 21	Budget	\$ Over Budget
<b>90 · CAPITAL AND PLANNING PROJECTS</b>			
City Hall Remodel	2,300.00		
Parking and Storage Lot	0.00	0.00	0.00
Public Safety Building Reserve	0.00	500,000.00	-500,000.00
Purchase of Prop. Next to CH	5,212.31	0.00	5,212.31
990 · Contingency	0.00	35,000.00	-35,000.00
991 · PD - Vehicle	0.00	35,000.00	-35,000.00
992 · PW Loader/Backhoe/Brush Truck	0.00	20,000.00	-20,000.00
993 · Planning Projects	44,975.00	200,000.00	-155,025.00
994 · Public Works Vehicle	0.00	0.00	0.00
90 · CAPITAL AND PLANNING PROJECTS - Other	0.00	175,000.00	-175,000.00
<b>Total 90 · CAPITAL AND PLANNING PROJECTS</b>	<b>52,487.31</b>	<b>965,000.00</b>	<b>-912,512.69</b>
<b>95 · BOND</b>			
95-6100 · Interest Expense	18,276.98		
<b>Total 95 · BOND</b>	<b>18,276.98</b>		
<b>Total Expense</b>	<b>4,060,573.87</b>	<b>4,742,185.01</b>	<b>-681,611.14</b>
<b>Net Income</b>	<b>1,320,323.73</b>	<b>20,480.52</b>	<b>1,299,843.21</b>

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	% of Budget
<b>Income</b>	
<b>4100 · GENERAL REVENUE</b>	
4109 · Mixed Beverage Tax	21.7%
4110 · City Sales Tax	75.2%
4120 · Property Tax	166.0%
4121 · Delinquent Property Tax	64.1%
4130 · Property Tax - TIF - 70%	100.0%
4131 · Delinquent Tax - TIF - 70%	100.0%
4132 · City Property TIF 30%	100.0%
4133 · City Property Delinquent TIF 30%	100.0%
4134 · Intermodal Ship. Container	165.8%
<b>Total 4100 · GENERAL REVENUE</b>	<b>209.8%</b>
<b>4122 · OTHER REVENUE</b>	
4124 · Accident Reports	100.0%
4126 · MUD 31 Annexation	
MUD 31 Pub. Safety Contr.	0.0%
MUD 32 Pub. Safety Contr.	0.0%
4126 · MUD 31 Annexation - Other	0.0%
<b>Total 4126 · MUD 31 Annexation</b>	<b>0.0%</b>
4122 · OTHER REVENUE - Other	100.0%
<b>Total 4122 · OTHER REVENUE</b>	<b>2.0%</b>
4125 · Arrest Fees	100.0%
<b>4200 · BUILDING &amp; CONSTRUCTION PERMITS</b>	
4201 · Building Construction Permits	98.7%
4202 · Trade Fees	108.6%
4203 · Reinspection Fees	96.3%
4204 · Signs	16.0%
4205 · Misc Permits	423.5%
4206 · Dirt Work Permits	0.0%
4207 · Driveway Permits	38.3%
4210 · Culvert Permit	30.0%
4211 · Commercial Vehicle Permit	16.7%
4212 · Park Use Permit	
4213 · Mobile Food Unit Permit	
<b>Total 4200 · BUILDING &amp; CONSTRUCTION PERMITS</b>	<b>98.7%</b>

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	<u>% of Budget</u>	
<b>4300 · PLAT FEES</b>		
4301 · Preliminary Plat Fees	91.6%	
4302 · Final Plat Fees	54.3%	
4303 · Abbreviated Plat Fees	527.0%	
4304 · Plat Re-Check Fee	0.0%	
4305 · Admin Fee- Early Plat Recording	3.4%	
<b>Total 4300 · PLAT FEES</b>		26.6%
<b>4400 · ENGINEERING FEES</b>		
4401 · Infrastructure Plan Review Fee	29.0%	
4402 · Recheck Fee	0.0%	
4403 · Civil Site Plan Review Fee	37.8%	
4404 · Other	0.0%	
<b>Total 4400 · ENGINEERING FEES</b>		34.9%
<b>4500 · ZONING FEES</b>		
4501 · Rezoning Fees	0.0%	
4502 · Misc Zoning Fees	0.0%	
4503 · Specific Use Permit	0.0%	
<b>Total 4500 · ZONING FEES</b>		0.0%
<b>4600 · FRANCHISE</b>		
4601 · Franchise Tax - Electric	85.6%	
4602 · Franchise Tax - Gas	0.0%	
4603 · Telecommunications Fee-Sales Tax	306.8%	
4600 · FRANCHISE - Other	0.0%	
<b>Total 4600 · FRANCHISE</b>		89.2%
<b>4700 · CITATIONS</b>		
4701 · Citations / Warrants	133.7%	
4702 · Delinquent Court Collection	0.0%	
4703 · Court Security Fee	250.7%	
4704 · Court Technology Fee	188.9%	
4700 · CITATIONS - Other		
<b>Total 4700 · CITATIONS</b>		132.4%
<b>4800 · SPECIAL FUNDS</b>		
4803 · Miscellaneous Grants	100.0%	
4805 · Park Reserves	0.0%	
<b>Total 4800 · SPECIAL FUNDS</b>		25.0%

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	% of Budget
<b>4900 · INVESTMENT INCOME</b>	
<b>4910 · Interest Income</b>	3.7%
<b>Total 4900 · INVESTMENT INCOME</b>	3.7%
<b>Total Income</b>	113.0%
<b>Gross Profit</b>	113.0%
<b>Expense</b>	
<b>MUD 31 Expense</b>	
<b>UNKNOWN EXPENSE</b>	
<b>1105110 · Payroll Expenses</b>	100.0%
<b>Total UNKNOWN EXPENSE</b>	100.0%
<b>10 · ADMINISTRATION</b>	
10-5111 · Payroll - City Secretary	59.3%
10-5112 · Payroll - Clerk	0.0%
10-5113 · Payroll-City Manager	56.2%
10-5114 · Merit pool (For all employees)	0.0%
10-5115 · Payroll Clerk - Overtime	0.0%
10-5120 · Payroll Taxes	21.9%
10-5127 · TMRS	24.6%
10-5130 · Texas Workforce Commission	29.6%
10-5132 · Insurance - Health	0.6%
10-5200 · Professional Services	0.0%
10-5210 · Legal Delinquent Citations	0.0%
10-5211 · Legal	68.1%
10-5212 · Audit	131.8%
10-5213 · Tax Appraisal & Collection	100.0%
10-5214 · Legislative & Admin Action	0.0%
10-5219 · Management Professional Service	58.2%
10-5220 · Website - Professional	
Website Domain	108.7%
10-5220 · Website - Professional - Other	45.5%
<b>Total 10-5220 · Website - Professional</b>	49.7%
10-5225 · Equipment Maintenance	
10-5227 · Hosting BCCA Meeting	0.0%
10-5228 · Property Taxes Collection Fee	0.0%
10-5229 · BCAD Fee	175.5%
10-5240 · Building Maintenance	
Prof Cleaning Services	
10-5240 · Building Maintenance - Other	10.9%
<b>Total 10-5240 · Building Maintenance</b>	26.2%



**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	% of Budget
10-5245 · Technology	51.8%
10-5246 · Software Maintenance / License	130.1%
10-5250 · Utilities	38.4%
10-5260 · Equipment Rentals	62.2%
10-5320 · Supplies / Printing	35.8%
10-5321 · Postage	22.0%
10-5322 · Advertising & Legal Notices	103.7%
10-5323 · Telephone Expense	104.9%
10-5325 · Miscellaneous	100.0%
10-5326 · Well Permit Fee	0.0%
10-5411 · Travel & Training	70.0%
10-5412 · Seminars/BCCA	8.3%
10-5439 · Election Costs	69.6%
10-5481 · Mayor's Special Expense	3.1%
10-5495 · Dues	31.0%
10-5630 · Equipment	424.4%
10-5710 · Insurance - Windstorm	113.2%
10-5720 · Insurance - Liability/Prop/ WC	91.2%
10-5721 · Bank Fees	0.0%
10-5722 · credit card fees	12.9%
10-5723 · Certificate Pay	0.0%
10-5724 · Longevity PAY	75.0%
10-5725 · Grant Admin	0.0%
10-5730 · Building Renovations	0.0%
5113 · Payroll - Office Manager	0.0%
<b>Total 10 · ADMINISTRATION</b>	<b>57.1%</b>
<b>15 · FINANCE</b>	
15-5112 · Payroll - Senior Accountant	66.7%
15-5127 · TMRS	76.5%
15-5128 · FICA	63.2%
15-5129 · TWC	88.9%
15-5130 · WC	0.0%
15-5132 · Health Insurance	44.2%
15-5320 · Supplies/Printing	14.6%
15-5321 · Postage	46.6%
15-5410 · Technology	9.8%
15-5411 · Training & Travel	0.0%
15-5495 · Dues	0.0%
15-5630 · Equipment	0.0%
15-5723 · Certificate Pay	0.0%
15-5724 · Longevity Pay	0.0%
<b>Total 15 · FINANCE</b>	<b>54.4%</b>

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	% of Budget
<b>20 · POLICE DEPARTMENT</b>	
20-5112 · Payroll - Police Chief	67.1%
20-5113 · Payroll - Full Time Officer	55.7%
20-5114 · Telecommunications Operator	0.0%
20-5115 · Humane/Code Enf. Officer	65.0%
20-5125 · Payroll - Overtime	97.4%
20-5126 · Professional Services	86.4%
20-5127 · TMRS	64.6%
20-5128 · FICA	50.7%
20-5129 · TWC	85.7%
20-5130 · WC	0.0%
20-5131 · Certification Pay	21.7%
20-5132 · Health Insurance	38.9%
20-5320 · Supplies & Printing	52.8%
20-5321 · Postage	95.1%
20-5322 · Recruiting and Hiring Expenses	45.3%
20-5324 · Cell Phone	53.0%
20-5325 · Miscellaneous	23.7%
20-5326 · Uniforms	46.0%
20-5327 · Charitable	0.0%
20-5410 · Technology	31.5%
20-5411 · Travel & Training	76.8%
20-5412 · Radio Service	109.6%
20-5413 · Radio Equipment	65.7%
20-5415 · Building Maintenance	66.4%
20-5450 · Vehicle Equipment	-17.4%
20-5495 · Association Dues	83.9%
20-5496 · Dues - TCLDS	0.0%
20-5497 · Animal Control	143.4%
20-5498 · Hospital Expense - Suspects	0.0%
20-5499 · Investigations	38.1%
20-5724 · Longevity Pay	100.0%
20-5810 · Vehicle Insurance	126.8%
20-5820 · Vehicle Repairs & Maint	47.2%
20-5830 · Fuel	53.9%
20-5840 · Equipment	71.4%
20-5850 · Vehicle Replacement Fund	0.0%
20-8000 · Emergency Management	
<b>Total 20 · POLICE DEPARTMENT</b>	<b>50.8%</b>

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	% of Budget
<b>25 · MUNICIPAL COURT</b>	
25-5112 · Payroll- Municipal Court Clerk	63.6%
25-5125 · Payroll - Clerk Overtime	100.0%
25-5127 · TMRS	84.1%
25-5128 · FICA	62.5%
25-5129 · TWC	88.9%
25-5130 · WC	0.0%
25-5131 · Certification Pay	69.2%
25-5132 · Health Insurance	24.6%
25-5210 · Legal Delinquent Citations	0.0%
25-5216 · Judge Court Fees	44.1%
25-5217 · Prosecutor Fees	111.1%
25-5218 · Interpreter	28.6%
25-5219 · Professional Services - Muni Co	162.9%
25-5222 · Court Security Exp.	100.0%
25-5223 · Court Technology Exp.	0.0%
25-5315 · Payroll - Clerk	100.0%
25-5321 · Postage	12.6%
25-5411 · Travel & Training	15.5%
25-5414 · Jury Trial Expense	0.0%
25-5415 · State Criminal Cost & Fees	100.0%
25-5500 · Supplies & Equipment	22.1%
25-5730 · Contract Services	125.9%
<b>Total 25 · MUNICIPAL COURT</b>	<b>84.3%</b>
<b>30 · PUBLIC WORKS DEPARTMENT</b>	
30-5115 · Payroll - Public Works	65.4%
30-5125 · Payroll - Public Works Overtime	142.5%
30-5127 · TMRS	82.6%
30-5128 · FICA	57.8%
30-5129 · TWC	88.9%
30-5130 · WC	0.0%
30-5131 · Certification Pay	0.0%
30-5132 · Health Insurance	61.4%
30-5320 · Supplies	19.1%
30-5326 · Uniforms	
30-5451 · Roads./ Bridges/ Drainage	2.8%
30-5452 · Mowing Roads	53.0%
30-5454 · Bridge Replacement	0.0%
30-5455 · Signs & Postings	62.6%
30-5456 · Public Works Maintenance	44.4%
30-5461 · Park Improvements	0.0%
30-5462 · Park Maintenance	50.3%
30-5810 · Vehicle Insurance	
30-5820 · Vehicle Repairs & Maint	28.9%
30-5830 · Fuel	37.3%

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
 October 2020 through May 2021

	<u>% of Budget</u>	
30-5840 · Equipment	63.4%	
30-5850 · Vehicle Replacement Fund	0.0%	
30-5860 · ROW Maintenance	0.0%	
<b>Total 30 · PUBLIC WORKS DEPARTMENT</b>		24.0%
<b>35 · COMMUNITY DEVELOPMENT</b>		
35-5111 · Payroll-Building Official	56.5%	
35-5112 · Payroll-Permits Clerk	65.4%	
35-5125 · Payroll-Clerk Overtime	52.7%	
35-5127 · TMRS	68.5%	
35-5128 · FICA	55.7%	
35-5129 · TWC	133.3%	
35-5130 · WC	0.0%	
35-5131 · Certification Pay	0.0%	
35-5132 · Health Insurance	84.2%	
35-5212 · Early Platting Escrow Exp. INV	0.0%	
35-5214 · Engineering Services		
35-5216 · Platting	58.6%	
35-5217 · Plan Review	30.8%	
35-5218 · Permits/Inspections	52.5%	
35-5214 · Engineering Services - Other	54.9%	
<b>Total 35-5214 · Engineering Services</b>	50.5%	
35-5215 · Building Inspector Fees	190.4%	
35-5219 · Professional Services - Plannin	26.2%	
35-5220 · TIF Fund (70% of TIF revenue t	100.0%	
35-5221 · ICVFD Contract Services/Equip	0.0%	
35-5246 · Software Subscription/License		
35-5320 · Supplies		
35-5326 · Uniforms		
35-5455 · Signage & Postings	8.1%	
35-5722 · Credit Card Fees	111.8%	
35-5724 · Longevity Pay	50.0%	
35-5820 · Vehicle Repairs & Maint		
35-5830 · Fuel		
35-5840 · Equipment		
35-5850 · Vehicle Replacement Fund	0.0%	
<b>Total 35 · COMMUNITY DEVELOPMENT</b>		155.1%

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Accrual Basis

**City of Iowa Colony**  
**Profit & Loss Budget vs. Actual**  
October 2020 through May 2021

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	% of Budget
<b>90 · CAPITAL AND PLANNING PROJECTS</b>	
City Hall Remodel	
Parking and Storage Lot	0.0%
Public Safety Building Reserve	0.0%
Purchase of Prop. Next to CH	100.0%
990 · Contingency	0.0%
991 · PD - Vehicle	0.0%
992 · PW Loader/Backhoe/Brush Truck	0.0%
993 · Planning Projects	22.5%
994 · Public Works Vehicle	0.0%
90 · CAPITAL AND PLANNING PROJECTS - Other	0.0%
<b>Total 90 · CAPITAL AND PLANNING PROJECTS</b>	5.4%
<b>95 · BOND</b>	
95-6100 · Interest Expense	
<b>Total 95 · BOND</b>	
<b>Total Expense</b>	85.6%
<b>Net Income</b>	<b>6,446.7%</b>



NO.	LOCATION	DESCRIPTION
<b>A</b>	<b>SIGNAGE</b>	
1	Meridiana pkwy@Iowa Colony Blvd.	Cross walk sign straighten
2	Cedar Rapids @Pursley	replaced stop sign
3	Meridiana Pkwy @Iowa Colony	fix Park Sign
4	Thoreau Dr. @Faulkner	Fix Leaning sign
5	Bullard pkwy@ 288	needs sign
6	Bullard pkwy@ 288	street marker
7	Iowa Colony Blvd.@Davenport pkwy	Straighten 40 M.P.H
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<b>B.</b>	<b>DEBRIS REMOVAL</b>	
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19		
<b>C. MOWING/TREE TRIMMING</b>		
1	3034 Cedar Ripids pkwy	trim trees
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16		
<b>D. STREET REPAIRS</b>		
1	10227 Coastal ct	water is backing up
2	Iowa Colony @bullard	Pothole
3	Meraidana €	gurd rail
4		
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6		
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8		
9		
<b>E. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	9206 Coleridge	put the manhole cover back on
2	20601 CR62	water backing up in driveway
3	3034 Cedar Ripid pkwy	Dig ditches
4	3034 Cedar Ripid pkwy	Clean Covers
5	Acklen Run .Dr	Manhole cover

Parks		
1	Park	fix the water fountain
2	Park	MLK Day
3	Park	soccer goals
4	Park	Soccer goals
5	Park	rake baseball fields 1
6	Park	rake baseball fields 2
7	Park	rake baseball field 3
8	Park	rake baseball field 4
9	Park	Grass Cut
10	Park	Treat Ants
Miscellaneous Works		
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NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Pursley Blvd@Duduque Pkwy	Replace Street maker
2	Bullard pkwy@Iowa colony blvd.	Replace 45 M.P.H
3	Bullard pkwy@Iowa colony blvd.	Remove pole
4	Bullard pkwy@Iowa colony blvd.	Remove Sleeve
5	Bullard pkwy@Iowa colony blvd.	Replace Sleeve
6	Bullard pkwy@Iowa colony blvd.	Replace wage
7	Bullard pkwy@Iowa colony blvd.	Placed brick
8	Bullard pkwy@Iowa colony blvd.	Replaced No truck sign
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B.	DEBRIS REMOVAL	
1	Pursley Blvd.	Remove bed
2	Karsten Rd.	Died Horse
3	Karsten Rd.	died Dog
4	CR 56	Sand over the road
5	Iowa Colony blvd.	Sand over the road
6	Meridiana pkwy@ Iowa Colony blvd.	Sand over the road
7	Meridiana pkwy @288	Sand over the road
8	Pursely Dr	Sand over the road
9	Bullard Dr.@ Iowa Colony blvd.	Sand over the road
10	48	Sand over the road
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<b>C. MOWING/TREE TRIMMING</b>		
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<b>D. STREET REPAIRS</b>		
1	Iowa Colony blvd.	Ice over roads
2	Meridiana pkwy@ Iowa Colony blvd.	Ice over roads
3	Meridiana pkwy @288	Ice over roads
4	Pursely Dr	Ice over roads
5	Bullard Dr.@ Iowa Colony blvd.	Ice over roads
6	48	Ice over roads
7		
8		
9		
<b>E. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	9542 Ruth Rd.	Remove Culvert
2	9542 Ruth Rd.	New Culverts
3	9542 Ruth Rd. to 9532Ruth Rd.	Grade Ditch
4	6540 Ruth Rd.	remove Culvert
5	6540 Ruth Rd.	Replace Culvert
6	6540 Ruth Rd.	Remove Culvert

7	6540 Ruth Rd.	Replace Culvert
8	9535 Ruth Rd. to 9445 Ruth.Rd	Grade Ditch
9	9235 Ruth rd. to 9411 Ruth Rd.	Grade Ditch
10	8707Cactus In	Remove Culvert
11	8707 Cactus In.	Replace Culvert
12	3819 Cactus In.	Grade Ditch
13		
Parks		
1	Park	rake baseball fields 1
2	Park	rake baseball fields 2
3	Park	rake baseball field 3
4	Park	rake baseball field 4
5	Park	Grass cut
6	Park	Treat for Ant
7	Park	new Mutch
8	Baseball Field	Grass cut
9	Park	fix water line
10	Park	broken toilet
Miscellaneous Works		
1	City Hall	Temp. tester
2	City Hall	Landscaping
3	City HALL	weather Pre
4	City Hall	Well not working
5	City Hall	Pipes burst fix
6	City Hall	Covered the pipes
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NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Cedar Rapids pkwy going (E)	Add Sleeve
2	Cedar Rapids pkwy going (W)	Add Sleeve
3	Cedar Rapids pkwy going (E)	Add Pole
4	Cedar Ripids pkwy going (W)	Add Pole
5	Cedar Ripids pkwy going (E)	Add Littering Prohibited
6	Cedar Ripids pkwy going (W)	Add Littering Prohibited
7	Cedar Rapids Pkwy	Remove Welcome to Iowa Colony
8	Cedar Rapids Pkwy	Welcome to Iowa colony
9	Cedar rapids pkwy	Welcome to Iowa colony
10	Cr 190	Welcome to Iowa colony
11	Cr 190	Welcome to Iowa colony
12	CR56@288	Stop Sign down
13	CR56@288	Do not enter
14	Kartsen	Road Close signs
15	Kartsen	Road Close signs
16	Kartsen	Street Sign
17	Kartsen	Ordinateds 2021-09 added on
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B.	DEBRIS REMOVAL	
1	Cr 190	Pick up Trash
2	Cr 190	Pick up Trash
3	CR 79	Pick up Trash
4	CR 79	Pick up Tires
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19		
<b>C.</b>	<b>MOWING/TREE TRIMMING</b>	
1	Park	mowing
2	City Hall	mowing
3		
4		
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16		
<b>D.</b>	<b>STREET REPAIRS</b>	
1	Wanda Way	Pot Hole
2	CR 382	Washout
3	Karsten	Added Gates
4	Karsten	Added Locks
5	Karsten	Make Keys
6	48 @hwy6	Pot Hole
7	48@hwy6	Pot Hole
8		
9		
<b>E.</b>	<b>POWER LINES MAINTENANCE</b>	
1		
	<b>Ditch Drainage issue</b>	
1	Bubuque	Grade Ditch
2		
3		
4		
5		
6		

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9		
10		
11		
12		
13		
Parks		
1	Parks	Fix water Fixture
2	Parks	Take down basketball nets
3	Parks	Take down basketball nets
4	Parks	Take down basketball nets
5	Parks	Take down basketball nets
6	Parks	New Nets
7	Parks	New Nets
8	Parks	New Nets
9	Parks	New Nets
10	Parks	Basketball goal replacement Bot
11	Parks	Reservation
12	Parks	Reservation
13	Parks	Women restroom toilet repair
14	Parks	Men sink repair
15	Parks	pick up trash
16	Parks	Clean Restroom
Miscellaneous Works		
1	City Hall	Exterminator
2	City Hall	Mice traps
3	City Hall	Plumbing replaced
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NO.	LOCATION	DESCRIPTION
<b>A</b>	<b>SIGNAGE</b>	
1	Iowa Colony blvd @Meridiana pkwy	Remove Post
2	Iowa Colony blvd @Meridiana pkwy	New Sleeve
3	Iowa Colony blvd @Meridiana pkwy	New Post
4	Iowa Colony blvd @Meridiana pkwy	Replace stop sign
5	Iowa Colony blvd @Meridiana pkwy	Replace Street markers
6	Iowa Colony blvd @Meridiana pkwy	Remove Post
7	Iowa Colony blvd @Meridiana pkwy	New Sleeve
8	Iowa Colony blvd @Meridiana pkwy	New Post
9	Iowa Colony blvd @Meridiana pkwy	Replace Arrow
10	Iowa Colony blvd @Meridiana pkwy	Replace People Walking
11	Iowa Colony blvd @Meridiana pkwy	New Hardware
12	Thoreau Dr @Faulkner Trl	Remove Post
13	Thoreau Dr @Faulkner Trl	Reinstall Post
14	Discovery Dr @Thoreau	straighting Post
15	Discovery Dr @Thoreau	Added Brick
16	Ames @Davenport	straighting Post
17	CR 758 @ Ames	new post
18	Oak @Iowa Colony	straighting Post
19	Bullard Rd @Karsten Blvd	Added Street Maker
20	Bullard Rd @Karsten Blvd	straighting Post
21	Bullard Rd @Karsten Blvd	Added Brick
22	Sky Blue @ Green Paradiesse	Graffiti on stop sign
23		
24		
25		
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31		
<b>B.</b>	<b>DEBRIS REMOVAL</b>	
1	CR 79	Pick up tree off the road
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19		
<b>C. MOWING/TREE TRIMMING</b>		
1	Green Paradise Dr	Park grass cut
2	Iowa Colony Tx	Grass cut
3	528 A	Grass Cut
4	City Hall	Grass cut
5	528A	Trees pick up
6	528A	Cut Trees Down
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
<b>D. STREET REPAIRS</b>		
1	Cr 57 @288 south	Pot hole
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4		
5		
6		
7		
8		
9		
<b>E. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	Cactus RD	Grade ditch to DD5 ditch
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3		
4		
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6		

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13		
Parks		
1	Lion ball park (Schneider Field)	added dirt to the fields
2	Lion ball park (Yeatts Field)	added dirt to the fields
3	Lion Ball Park (Cameron Field)	added dirt to the fields
4	Lion Ball Park (Booth Field)	added dirt to the fields
5	City Park	Pick up trash
6	City Park	new hot water heater
7	City Park	Cut grass
8	City Park	new water filter
9		
10		
11		
12		
13		
14		
15		
16		
Miscellaneous Works		
1	City Hall	Fix Toilet
2	City Hall	Replaced inrrgation System
3	Karson	Installing 7 Bollards
4	Karson	installing 2 lock boxes
5		
6		
7		
8		
9		
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15		
16		

[illegible]

[illegible]

[illegible]









NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	CR 56 @ 288 south	arrow down
2	CR 758 @ Ames	Remove Post
3	CR 758 @ Ames	Remove sleeve
4	CR 758 @ Ames	Remove wedge
5	CR 758 @ Ames	Remove Stop Sign
6	CR 758 @ Ames	Remove Street Marker
7	CR 758 @ Ames	New Post
8	CR 758 @ Ames	New Sleeve
9	CR 758 @ Ames	New Wedge
10	CR 758 @ Ames	Reinstall Stop sign
11	CR 758 @ Ames	Reinstall Street Marker
12	CR 758 @ Ames	Added Sand
13	CR 758 @ Ames	Need new Dead End Sign
14	CR 758 @ Ames	New Street Marker
15	Montana Sapphire Ln. @ Yellow Stone Dr.	Street Marker Missing
16	Yellow Stone Dr	Stop Sign Down
17	Yellow Stone Dr.	new post
18	Sterling Lake west dr.	new street markers
19	Duke Rd	Straighten post
20	Oak @ Iowa Colony Blvd	New Arrow sign
21	Sterling Lake west dr.	
22	Sterling Lake west dr.	
23		
24		
25		
26		
27		
28		
29		
30		
31		
B.	DEBRIS REMOVAL	
1	CR 56 @ 288 south	the overpast needs to be clean
2	CR 57@288 south	loose mud on the road
3		
4		
5		
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17		
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19		
<b>C.</b>	<b>MOWING/TREE TRIMMING</b>	
1	Ruth Rd to 9102 Ruth Rd	Cut Trees back
2	288 South E to Cedar Rapids	Cut Trees Back
3	Cedar Rapids W to 288South	Cut Trees back
4	City Hall	Cut Grass
5	City Hall	Weedeat the grass
6	Park	cut opened field grass
7	Cedar Rapids@Iowa colony blvd .	Tree
8	Cedar Rapids@Iowa colony blvd .	Tree
9		
10		
11		
12		
13		
14		
15		
16		
<b>D.</b>	<b>STREET REPAIRS</b>	
1	CR 57 @288 South	Pot hole
2	Cedar Rapids	Pot hole to city Limits sign
3	288 South @ Cedar Rapids	Pot hole @ 288 south on the feeder road
4	7434 Iowa Colony Blvd	Pot hole
5	7033 Iowa Colony Blvd	Pothole
6	Oak @Iowa Colony Blvd	Pot Hole
7		
8		
9		
<b>E.</b>	<b>POWER LINES MAINTENANCE</b>	
1		
	<b>Ditch Drainage issue</b>	
1	Kelley Leigh Dr.	Grade ditching
2	3434 Cedar Rapids	Clean Ditch
3	3434 Cedar Rapids	Grade ditching
4	Davenport dr @DD5	Road Close sign
5		
6		

7		
8		
9		
10		
11		
12		
13		
Parks		
1	City Park	added Sand to park grounds
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
Miscellaneous Works		
1	City Hall	complete women's bathroom
2	City Hall	Added Light in city hall
3	Si	Water leak
4	Karson	Report gate being damage
5		
6		
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16		



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NO.	LOCATION	DESCRIPTION
<b>A</b>	<b>SIGNAGE</b>	
1	Paradise Found Dr	add sign
2	Iowa Colony Blvd @Iowa School Rd	Walking across sign
3	Drake @ Armstrong Dr	Fix Pole
4	Bauhqus Dr. @Iowa Colony	Stright Sign
5	Meridana Pkwy @Iowa Colony blvd.	School zone
6	Meridana Pkwy @Iowa Colony blvd.	School zone
7	Iowa Colony Blvd @Meridana Pkwy	School zone
8	Iowa Colony Blvd @ Meridana Pkwy	School zone
9	discovery@ meridana	Stop sign
10	CR 62	35 M.P.H
11	CR 62	No Firework
12	2346 CR 62	Mailbox
13	Pursley@ CR 63	Stright Sign
14		
15		
16		
17		
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27		
28		
29		
30		
31		
<b>B.</b>	<b>DEBRIS REMOVAL</b>	
1	CR 56(Meridaiana Pkwy ) @ 288 south	Sweep the over past
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		



14		
15		
16		
17		
18		
19		
<b>C.</b>	<b>MOWING/TREE TRIMMING</b>	
1	City Hall	Cut Grass
2	Iowa Colony	Cut Grass
3	Iowa Colony	weedkiller
4		
5		
6		
7		
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<b>D.</b>	<b>STREET REPAIRS</b>	
1	Galileo Pointe 10002 Hooke dr	Curb
2	CR 62@CR421	Pothole
3	1251-12525 CR685 @CR62	Potholes
4	FCR 382	Potholes
5	Iowa Colony Blvd @ W.fork Chocolate bayou	Pot holes
6		
7		
8		
9		
<b>E.</b>	<b>POWER LINES MAINTENANCE</b>	
1		
	<b>Ditch Drainage issue</b>	
1	8200 FCR 79	Culverts
2	CR 62 @288	Clean Ditches
3	Davenport rd	Road closure
4		
5		
6		

<b>7</b>		
<b>8</b>		
<b>9</b>		
<b>10</b>		
<b>11</b>		
<b>12</b>		
<b>13</b>		
<b>Parks</b>		
<b>1</b>	City Parks	Pick up trash
<b>2</b>	City Parks	Install new basketball net
<b>3</b>	City Parks	Install new basketball net
<b>4</b>	City Parks	Install new basketball net
<b>5</b>	City Parks	Install new basketball net
<b>6</b>	City Park	Add Mulch
<b>7</b>	City Park	Add Mulch
<b>8</b>	City Park	add cross grained dirt
<b>9</b>	City Park	Power Wash
<b>10</b>	City Park	Weed Killer
<b>11</b>	City Park	Cut grass at park
<b>12</b>	City Park	Cut grass at Baseball fields
<b>13</b>		
<b>14</b>		
<b>15</b>		
<b>16</b>		
<b>Miscellaneous Works</b>		
<b>1</b>	City Hall	Electrical box
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		
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<b>16</b>		

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## **Exhibit B**

### **Consent Conditions**

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within five years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than \$20,000. Compliance with this requirement may be satisfied by submitting a proposed Preliminary Official Statement and estimated bid with a pro-forma debt service schedule for the purpose of bonds showing the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of \$15,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the advertisement for the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than \$7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the

City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.

(d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility -design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(g) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) This consent shall take effect only upon all of the land in the District being annexed into the corporate limits of the City prior to the creation of the District.

(j) This consent shall only take effect upon purchase of substantially all of the land to be included in the District by D.R. Horton; D.R. Horton-Texas, Ltd., a Texas limited partnership; DRHI, Inc.,

a Delaware Corporation; Forestar Group; 258 Colony Investments, LLC; or any other wholly owned subsidiary or affiliate of D.R. Horton. This consent shall automatically be revoked if substantially all of the land to be included in the District is not purchased by any of the aforementioned entities on or prior to June 30, 2022.

(k) The District or its developer shall bear all out-of-pocket expenses incurred by the City in the City's review and analysis of the development of the land within the District, including without limitation, such out-of-pocket expenses as the costs of the City's outside legal counsel, engineer and other consultants. The District or its developer shall deposit such funds as requested by the City, provided that no single deposit will exceed \$25,000.00, to be used for these costs. Upon periodic receipt of invoices for such out-of-pocket expenses, the City will pay such invoice(s) and provide the District or its developer with appropriate documentation of such expenses and the remaining balance of the deposit. As such deposit is depleted, the City will request additional funds, which the District or its developer agree to pay within 30 days of receipt of such a request.

Developer further agrees to pay all fees and charges imposed by the City pursuant to and in accordance with the City Subdivision Ordinances and any and all other City ordinances that concern or may concern the development of the land within the District. These fees and charges may include, but are not limited to, fees for building permits, platting, and plan reviews.

~~(k)~~(l) After the District has substantially completed construction, as deemed by the City Engineer, of any of its water, sewer and drainage facilities, the City may, upon six (6) months prior written notice to the District, require that the District convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City. Prior to any such conveyance, the District will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District.

PETITION FOR CONSENT TO CREATION OF  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87

THE STATE OF TEXAS                   §

COUNTY OF BRAZORIA               §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA COLONY:

The undersigned (collectively, the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.042 of the Texas Local Government Code, respectfully petition this Honorable Council for its consent to the creation of a municipal utility district, and for cause would respectfully show the following:

I.

The name of the proposed District shall be "Brazoria County Municipal Utility District No. 87" (the "District").

II.

The District shall be organized under the terms and provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain a total area of approximately 561 acres of land (the "Property"), situated within Brazoria County, Texas, described by metes and bounds in Exhibits "A-1, A-2, A-3, A-4 and A-5," attached hereto and incorporated herein. The Property is located wholly within the extraterritorial jurisdiction of the City of Iowa Colony, Brazoria County, Texas, and is not within the corporate limits or extraterritorial jurisdiction of any other city, town or village.

IV.

The undersigned constitutes a majority in value of the holders of title to the Property, as shown by the tax rolls and conveyances of record since the date of preparation of said county tax rolls.

V.

The proposed District shall be organized for the following purposes:

- (1) provide a water supply for the District for municipal and domestic uses;
- (2) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;

- (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District;
- (4) construct, acquire, improve, maintain and operate macadamized, graveled, or paved roads and turnpikes, or other improvements in aid of those roads; and
- (5) such other construction, installation, maintenance, purchase, and operation of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

The aforementioned purposes may be accomplished by any mechanical and chemical means and processes incident, necessary or helpful to such purposes, to the extent authorized by law and the creation of the District, to the end that public health and welfare may be conserved and promoted, and the purity and sanitary condition of the State's waters protected, effected and restored.

## VI.

The general nature of the work anticipated to be done by the District at the present time is: (i) the construction of a water distribution system for domestic purposes; (ii) the construction of a sanitary sewer system; (iii) the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the District; (iv) the construction and financing of macadamized, graveled, or paved roads and turnpikes, or improvements in aid of those roads; (v) the construction and financing of parks and recreational facilities; and (vi) such other construction, installation, maintenance, purchase and operation of such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized, all to the extent authorized by law from time to time.

## VII.

There is a necessity for the improvements above described because the District is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature and is not supplied with adequate water, sanitary sewer, drainage facilities and services, roads, and parks and recreational facilities. The health and welfare of the future inhabitants of the District require the provision of adequate water, storm and sanitary sewer facilities and services, roads and parks and recreational facilities.

The provisions of such water, storm and sanitary sewer facilities and services, roads, and parks and recreational facilities will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters, and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the organization of said District.

The property cannot be developed without the creation of the District to finance the water, sanitary sewer, and drainage facilities and services, roads, and parks and recreational facilities; therefore, a public necessity exists.

## VIII.

The proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the proposed District is of such nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said territory will be rapidly developed for residential use.

IX.

A preliminary investigation has been instituted to determine the cost of the proposed improvements to be constructed by the District on the Property, and it is now estimated by those filing this petition, from such information as they have at this time, that the ultimate cost of such improvements will be approximately \$76,000,000.

X.

The undersigned request consent to the creation of the District encompassing the land described in the attached Exhibits "A-1, A-2, A-3, A-4 and A-5." The undersigned agree and hereby covenant that if the requested consent to the creation of the District is given, the undersigned, their successors and assigns, and the District will adopt and abide by the conditions set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

XI.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Iowa Colony, Texas, adopt a resolution giving its written consent to the creation of the District to include the Property.

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RESPECTFULLY SUBMITTED this the 14<sup>th</sup> day of June, 2021.

**PETITIONERS:**

**258 COLONY INVESTMENTS, LTD.**  
**A Texas limited partnership**

By: FW Companies, LLC  
a Texas limited liability company  
its General Partner

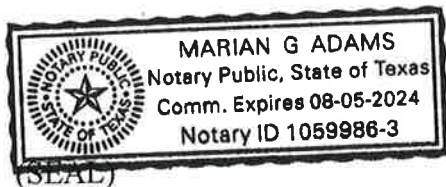
By:   
Name: Israel Fogiel  
Title: President

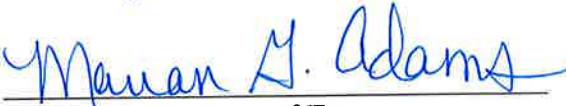
**STATE OF TEXAS**

§  
§

**COUNTY OF BEXAR** §

This instrument was acknowledged before me on the 8<sup>th</sup> day of June, 2021, by Israel Fogiel, President of FW Companies, LLC, a Texas limited liability company, the General Partner of 258 Colony Investments, Ltd., a Texas limited partnership, on behalf of said entity.



  
Notary Public, State of Texas

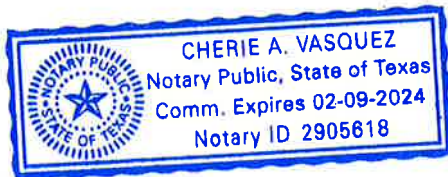
**AA SHARP INVESTMENTS, LTD.**  
**A Texas limited partnership**

By: Sharp Corporation  
a Texas corporation  
its General Partner

By: *Matthew R. Gubbels*  
Name: Matthew R. Gubbels  
Title: President

STATE OF TEXAS           §  
                                     §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on the 9<sup>th</sup> day of June, 2021  
by Matthew R. Gubbels, President of Sharp Corporation, a Texas corporation, General Partner of  
AA SHARP INVESTMENTS, LTD., a Texas limited partnership, on behalf of said limited  
partnership.



(SEAL)

*Cherie A Vasquez*  
Notary Public in and for the State of Texas

**JULIP HOLDINGS, LLC**  
a Texas limited liability company

By: [Signature]  
Name: Terry J DOSSON  
Title: member

STATE OF TEXAS       §  
                                  §  
COUNTY OF Fort Bend §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on June 11th, 2021, personally appeared Terry J. Dossan Member of JULIP HOLDINGS, LLC, a Texas limited liability company, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

(SEAL)



[Signature]  
Notary Public in and for the State of Texas

Copy

[Signature]

**EXHIBIT "A-1"**  
**The "Property"**

Copy

County: Brazoria  
Project: Dobson Tract  
Job No. 215514  
MBS No. 21-092

**FIELD NOTES FOR 81.186 ACRES**

Being a tract containing 81.186 acres of land, located in the H.T. & B.R.R. Co. Survey Number 58, Abstract Number 516 in Brazoria County, Texas; Said 81.186 acre tract being a call 81.19 acre tract recorded in the name of Julip Holdings, LLC, in File Number 2014025313 of the Official Public Records of Brazoria County (O.P.R.B.C.); Said 81.186 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at a PK Nail found in County Road 57 (Juliff-Manvel Road) at the southeasterly corner of said 81.19 acre tract from which a PK nail in asphalt found at the intersection of said County Road 57 and County Road 383 and being the southeasterly corner of said H.T.& B.R.R. Co. Survey Number 58 bears North 87 degrees 21 minutes 05 seconds East, a distance of 2641.84 feet;

Thence, with said County Road 57, South 87 degrees 21 minutes 05 seconds West, a distance of 1320.48 feet to a PK Nail set at the southwesterly corner of said 81.19 acre tract and being the southeasterly corner of a call 1.00 acre tract styled as Tract 1 and recorded in the name of Delbert Lee Hutchinson, et ux, in File Number 95-017047 of the O.P.R.B.C.;

Thence, with the easterly line of said Tract 1, the easterly line of a call 1.00 acre tract styled as Tract 2 and recorded in the name of Delbert Lee Hutchinson, et ux, in File Number 95-017047 of the O.P.R.B.C., the easterly line of Brazoria Bend Country Club Estates, a subdivision recorded in Volume 17, Pages 273 through 274 of the Brazoria County Plat Records and a easterly line of a call 58.82 acre tract recorded in the name of McAlister Opportunity Fund 2014, L.P. and McAllister Opportunity Fund III, L.P. in File Number 2017055969 of the O.P.R.B.C., North 02 degrees 47 minutes 53 seconds West, at a distance of 20.65 feet pass a found 5/8-inch iron rod, at a distance of 643.36 feet pass a found 5/8-inch iron rod, at a distance of 743.63 feet pass a found 5/8-inch iron rod, at a distance of 843.27 feet pass a found 5/8-inch iron rod, at a distance of 943.43 feet pass a found 5/8-inch iron rod, at a distance of 1043.14 feet pass a found 5/8-inch iron rod, at a distance of 1318.05 feet pass the northeasterly corner of said Brazoria Bend Country Club Estates, in all, a total distance of 1319.36 feet to a 5/8-inch iron rod found at a southerly northeast corner of said 58.82 acre tract;

Thence, with a northerly and easterly line of said 58.82 acre tract, the following two (2) courses:

- 1) South 87 degrees 34 minutes 02 seconds West, a distance of 41.50 feet to a found 5/8-inch iron rod;

- 2) North 02 degrees 50 minutes 05 seconds West, a distance of 1319.57 feet to a 5/8-inch iron rod found at the northerly northeast corner of said 58.82 acre tract and being on the southerly line of an undescribed tract recorded in the name of AA Sharp Investments, LTD. in File Number 2007068904 of the O.P.R.B.C. and being the northwesterly corner of aforesaid 81.19 acre tract;

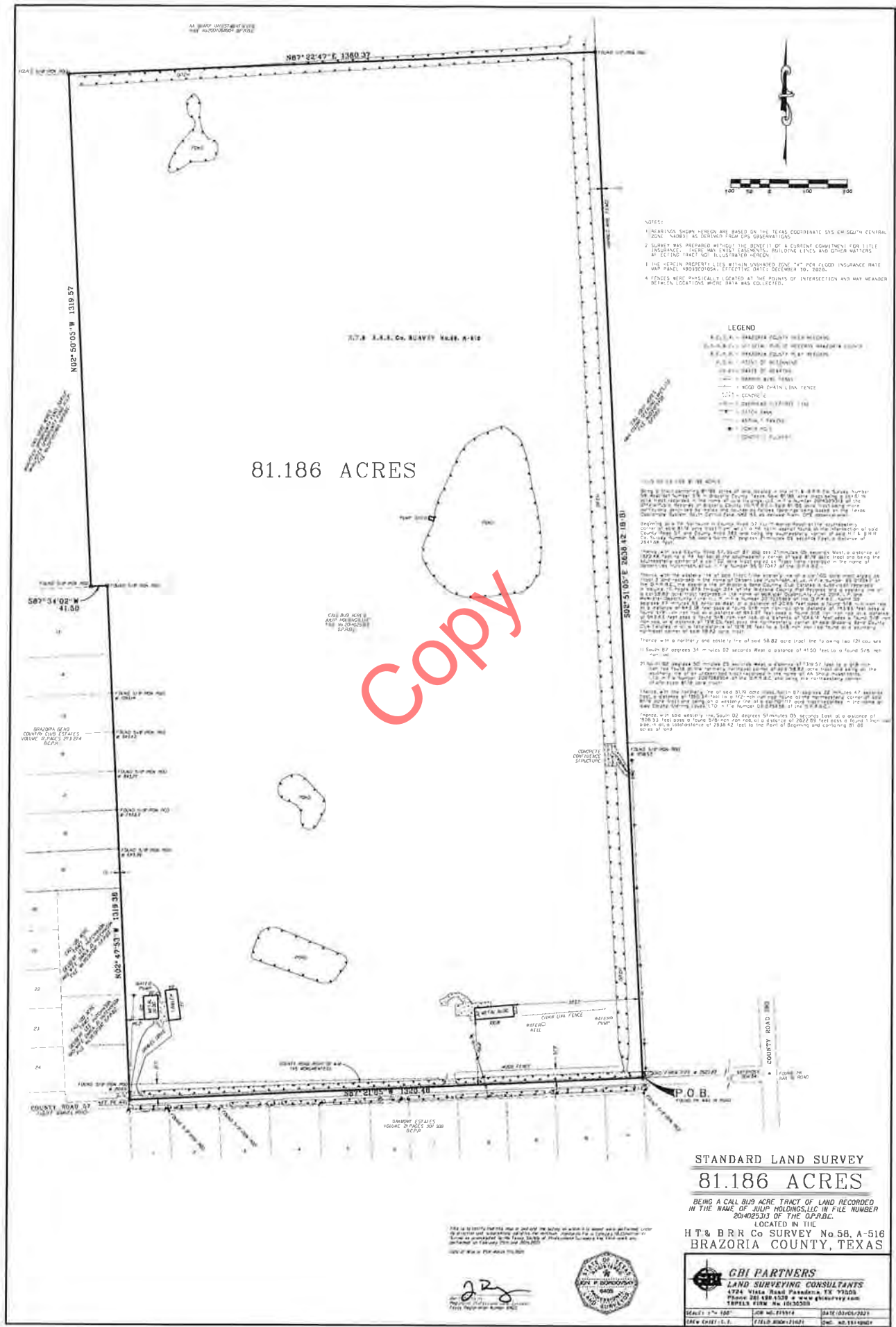
Thence, with the northerly line of said 81.19 acre tract, North 87 degrees 22 minutes 47 seconds East, a distance of 1360.37 feet to a 1/2-inch iron rod found at the northeasterly corner of said 81.19 acre tract and being on a westerly line of a call 1101.117 acre tract recorded in the name of Iowa Colony Sterling Lakes, LTD. in File Number 03-075438 of the O.P.R.B.C.;

Thence, with said westerly line, South 02 degrees 51 minutes 05 seconds East, at a distance of 1808.53 feet pass a found 5/8-inch iron rod, at a distance of 2622.89 feet pass a found 1-inch iron pipe, in all, a total distance of 2638.42 feet to the **Point of Beginning** and containing 81.186 acres of land.

**THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY FILED IN PROJECT NUMBER 215514 AT GBI PARTNERS.**

GBI PARTNERS  
TBEPLS Firm No. 10130300  
Ph: 281.499.4539  
March 5, 2021

Copy



81.186 ACRES

Copy

STANDARD LAND SURVEY  
81.186 ACRES

BEING A CAL BUD ACRE TRACT OF LAND RECORDED  
IN THE NAME OF JULIP HOLDINGS, LLC IN FILE NUMBER  
201402533 OF THE OPRB.  
LOCATED IN THE  
HT & BRR Co SURVEY No 56, A-516  
BRAZORIA COUNTY, TEXAS

This is to certify that this map or plan and the survey or action it is based upon was performed under  
the direction and supervision of the person named hereon as a Licensed Professional Surveyor  
in accordance with the laws of the State of Texas and the rules and regulations of the State Board of  
Professional Surveyors.

DATE OF MAP OR PLAN: 04/18/2018  
BY: [Signature]  
TITLE: [Signature]



**GPI PARTNERS**  
LAND SURVEYING CONSULTANTS  
4724 Vista Road Pasadena, TX 77660  
Phone: 281.436.4528 • www.gpipartners.com  
TIFPERS FIRM No. 1043505

DATE: 1/18/2018	DATE: 04/18/2018
FILE: 1043505	FILE: 1043505



**EXHIBIT “A-2”  
The “Property”**

Copy

County: Brazoria  
Project: Scherer Tract  
Job No. 212102  
MBS No. 21-214

**FIELD NOTES FOR 13.620 ACRES**

Being a tract containing 13.620 acres of land, located in the William Hall Survey, Abstract Number 713 in Brazoria County, Texas; Said 13.620 acre tract being a portion of a call 44.99 acre tract recorded in the name of Paul Scherer, et al in Volume 593, Page 263 of the Fort Bend County Deed Records (F.B.C.D.R.), same being a portion of Lot 20, T.W. & J.H.B. House Sub-division, as recorded in Volume 7, Page 301 of the F.B.C.D.R.; Said 13.620 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at the northeasterly corner of said 44.99 acre tract and the northwesterly corner of a call 30.000 acre tract recorded in the name of Juan and Rebecca Garza in File Number 9876103 of the Official Records of Fort Bend County (O.R.F.B.C.);

Thence, with the easterly line of said 44.99 acre tract, South 03 degrees 03 minutes 21 seconds East, a distance of 1593.34 feet (call distance of 1591.75 feet) to the southeasterly corner of said 44.99 acre tract and being on the southerly line of said William Hall Survey and the northerly line of the William Pettus Survey, Abstract Number 714 in Brazoria County, Texas and Abstract Number 68 in Fort Bend County, Texas, from which a found 5/8-inch iron rod bears North 03 degrees 03 minutes 21 seconds West, a distance of 2.37 feet;

Thence, with said common survey line, South 86 degrees 59 minutes 33 seconds West, a distance of 592.37 feet;

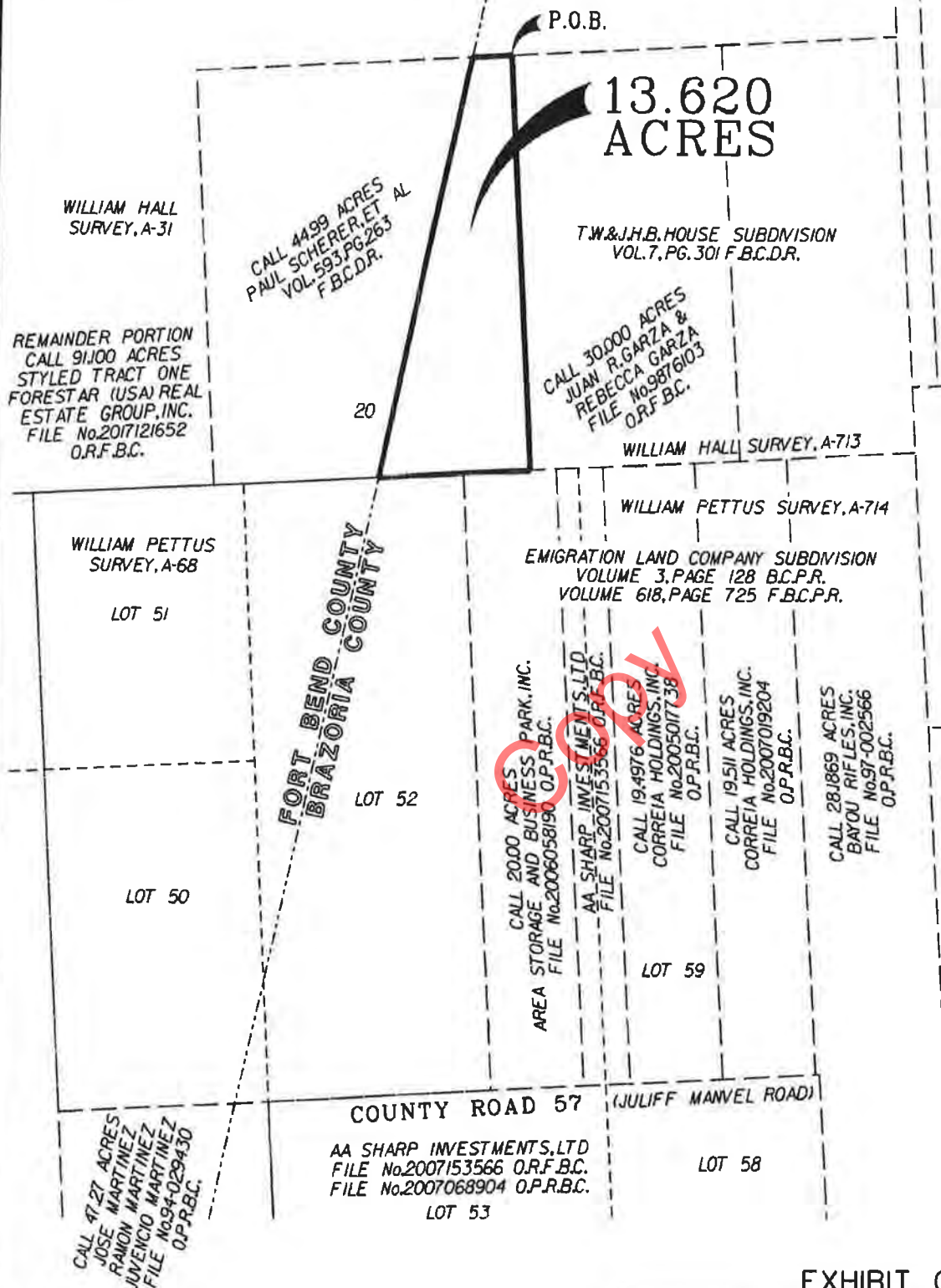
Thence, through and across said 44.99 acre tract, North 12 degrees 23 minutes 09 seconds East, a distance of 1652.44 feet to the northerly line of said 44.99 acre tract;

Thence, with said northerly line, North 86 degrees 55 minutes 29 seconds East, a distance of 152.40 feet to the **Point of Beginning** and containing 13.620 acres of land.

GBI PARTNERS  
TBPELS Firm No. 10130300  
Ph: 281.499.4539  
June 4, 2021



*Handwritten signature and date:*  
6/4/2021



**GBI PARTNERS**

LAND SURVEYING CONSULTANTS

TBP&S FIRM No. 10130300

4724 Vista Road Pasadena, Texas 77505

Phone: 281-499-4539 • www.gbisurvey.com

JOB NO: 212102

SCALE: 1"=600'

DATE: 06/04/2021

MBS No. 121-214

EXHIBIT OF

**13.620 ACRES**

BEING A PORTION OF CALL 4499 ACRE TRACT  
RECORDED IN THE NAME OF PAUL SCHERER, ET AL  
IN VOLUME 593, PAGE 263 OF THE F.B.C.D.R.

LOCATED IN THE

**WILLIAM HALL SURVEY, A-713  
BRAZORIA COUNTY, TEXAS**

JUNE 2021

**EXHIBIT "A-3"**  
**The "Property"**

Copy

County: Brazoria  
Project: Sharp Tract No.1  
Job No. 212102  
MBS No. 21-129

**FIELD NOTES FOR 124.661 ACRES**

Being a tract containing 124.661 acres of land, located in the William Pettus Survey, Abstract Number 714 in Brazoria County, Texas; Said 124.661 acre tract being a portion of a tract conveyed to AA Sharp Investments, LTD. in File Number 2007068904 of the Official Public Records of Brazoria County (O.P.R.B.C.), same being all of Lot 53 and a portion of Lots 54, 57 and 58 in the Emigration Land Company Subdivision as recorded in Volume 3 Page 128 of the Brazoria County Plat Records (B.C.P.R.); Said 124.661 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at a PK Nail set in County Road 57 (Juliff-Manvel Road) at the southeasterly corner of a Lot 50, said Emigration Land Company Subdivision, the southwesterly corner of said Lot 52 and the northeasterly corner of a call 47.27 acre tract recorded in the name of Jose Martinez, Ramon Martinez and Juencio Martinez in File Number 94-029430 of the Official Records of Fort Bend County (O.R.F.B.C.);

Thence, with northerly line of said Lots 53 and 58 and being the center of said County Road 57 (Juliff-Manvel Road), North 86 degrees 59 minutes 33 seconds East, a distance of 2141.42 feet to a PK Nail set;

Thence, leaving said northerly line, South 03 degrees 26 minutes 30 seconds East, at a distance of 30.16 feet pass a 1-inch iron pipe found at the northwesterly corner of a call 28.215 acre tract recorded in the name of William A. Tull in File Number 03-011501 of the O.P.R.B.C., in all, a distance of 2521.08 feet to a 5/8-inch iron rod found at the southwesterly corner of said 28.215 acre tract and being on the northerly line of a call 1.46 acre tract recorded in the name of The South Texas Water Company in Volume 268, Page 625 of the O.P.R.B.C.;

Thence, partially with said northerly line and partially through and across aforesaid Lot 54, South 87 degrees 01 minute 29 seconds West, a distance of 2167.60 feet to a 5/8-inch iron rod set at the southeasterly corner of aforesaid 47.27 acre tract;

Thence, with the easterly line of said 47.27 acre tract, North 02 degrees 50 minutes 48 seconds West, a distance of 2519.80 feet to the **Point of Beginning** and containing 124.661 acres of land.

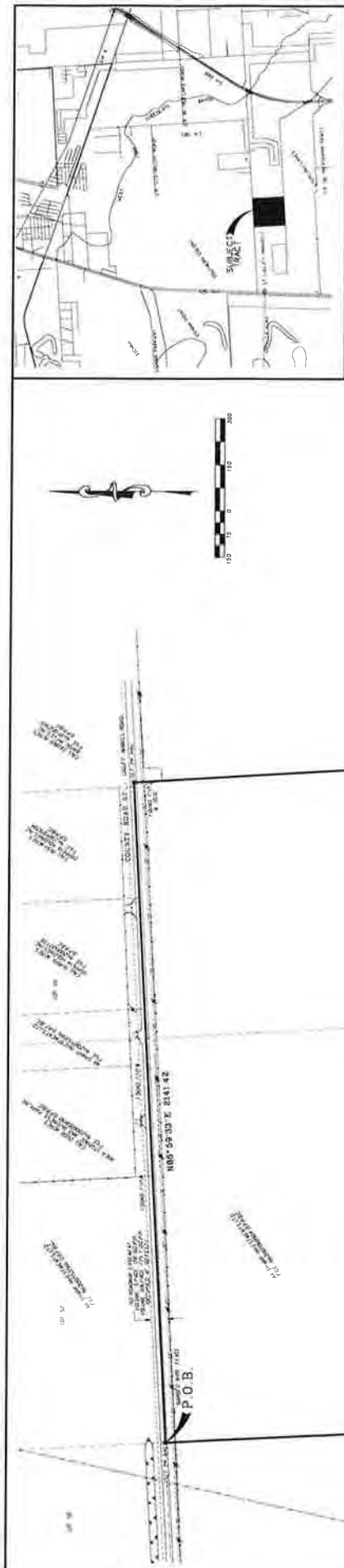
**THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY FILED IN PROJECT NUMBER 212102 AT GBI PARTNERS.**

GBI PARTNERS  
TBEPLS Firm No. 10130300  
Ph: 281.499.4539  
May 12, 2021



*Handwritten signature and date:* JMB 5/12/2021





VICINITY MAP - N.T.S.

- NOTES:
1. SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.
  2. SHARP HAS AGREED WITH THE OFFICE OF A CURRENTLY PENDING FOR TITLE.
  3. THE SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.
  4. THE SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.
  5. THE SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.
  6. THE SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.

124.661 ACRES

(SECTION AND CORNER) SECTION  
VOLUME 66 PAGE 157

LEGEND

1. SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.

2. SHARP HAS AGREED WITH THE OFFICE OF A CURRENTLY PENDING FOR TITLE.

3. THE SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.

4. THE SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.

5. THE SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.

6. THE SHARP INVESTMENTS, INC. (SHARP) HAS BEEN DESIGNATED AS THE COORDINATE SYSTEM SOUTH CENTRAL.



LAND TITLE SURVEY

TRACT 1:124 661 ACRES

BEING A PORTION OF A TRACT OF LAND CONVEYED TO SHARP INVESTMENTS, INC. FILE NUMBER 200708080 OF LOT 54 LOT 57 AND LOT 58 EMERSON LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 4 PAGE 129 OF

LOCATED IN THE  
WILLIAM PETTUS SURVEY A-714  
BRAZORIA COUNTY, TEXAS  
SHEET 1 OF 3

**GPI PARTNERS**  
GPI PARTNERS  
10000 WEST 10TH STREET, SUITE 100  
HOUSTON, TEXAS 77036  
TEL: 281.415.1000  
FAX: 281.415.1001  
WWW.GPIPARTNERS.COM

**EXHIBIT "A-4"**  
**The "Property"**

Copy



County: Brazoria  
Project: Sharp Tract  
Job No. 212102  
MBS No. 21-213

### FIELD NOTES FOR 36.374 ACRES

Being a tract containing 36.374 acres of land, located in the William Pettus Survey, Abstract Number 714 in Brazoria County, Texas; Said 36.374 acre tract being a portion of a tract conveyed to AA Sharp Investments, LTD. in File Number 2007068904 of the Official Public Records of Brazoria County (O.P.R.B.C.), same being a portion of Lots 50 and 52, Emigration Land Company Subdivision as recorded in Volume 3 Page 128 of the Brazoria County Plat Records (B.C.P.R.); Said 36.374 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at the northwesterly corner of a call 20.00 acre tract recorded in the name of Area Storage and Business Park, Inc. in File Number 2006058190 of the O.P.R.B.C. and being on the southerly line of a call 44.99 acre tract recorded in the name of Paul Scherer, et al, in Volume 593, Page 263 of the Official Records of Fort Bend County (O.R.F.B.C.);

Thence, with the westerly line of said 20.00 acre tract, South 03 degrees 01 minute 57 seconds East, at a distance of 2354.62 feet pass a 1-inch iron pipe found at the southwesterly corner of said 20.00 acre tract, in all, a distance of 2391.00 feet to a PK nail set in County Road 57 (Juliff-Manvel Road) and being on the southerly line of aforesaid Lot 52 and the northerly line of Lot 53, aforesaid Emigration Land Company Subdivision;

Thence, with said southerly line and the southerly line of aforesaid Lot 50, South 86 degrees 59 minutes 33 seconds West, a distance of 992.34 feet;

Thence, through and across said Lot 50 and Lot 52, North 12 degrees 23 minutes 09 seconds East, a distance of 2479.97 feet to the aforesaid southerly line of 44.99 acre tract;

Thence, with said line, North 86 degrees 59 minutes 33 seconds East, a distance of 333.00 feet to the **Point of Beginning** and containing 36.374 acres of land.

GBI PARTNERS  
TBEPLS Firm No. 10130300  
Ph: 281.499.4539  
June 4, 2021



*Jon P. Bordovsky*  
6/4/2021

SCALE 1" = 600'

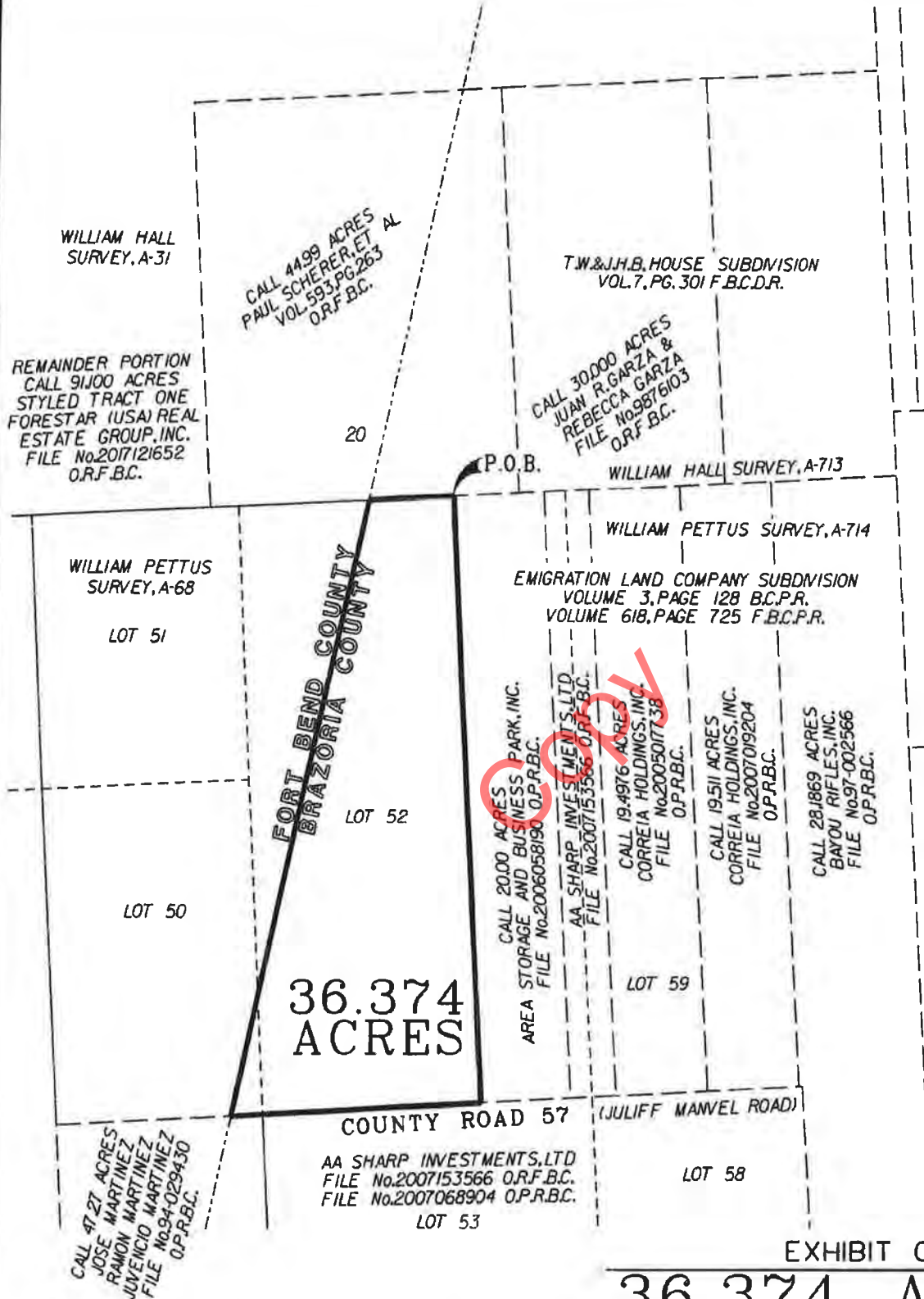


EXHIBIT OF

**36.374 ACRES**

BEING A PORTION OF A TRACT OF LAND CONVEYED TO AA SHARP INVESTMENTS, LTD. IN FILE NUMBER 2007068904 OF THE O.P.R.B.C., SAME BEING A PORTION OF LOTS 50 AND 52, EMIGRATION LAND COMPANY SUBDIVISION AS RECORDED IN VOLUME 3, PAGE 128 OF THE B.C.P.R.

LOCATED IN THE

**WILLIAM PETTUS SURVEY, A-714  
BRAZORIA COUNTY, TEXAS**

JUNE 2021



**GBI PARTNERS**

**LAND SURVEYING CONSULTANTS**

**TBP&S FIRM No. 10130300**

**4724 Vista Road Pasadena, Texas 77505**

**Phone: 281-499-4539 • www.gbisurey.com**

JOB NO: 212102

SCALE: 1" = 600'

DATE: 06/04/2021

MBS No.: 21-213

**EXHIBIT "A-5"**  
**The "Property"**

Copy

County: Brazoria  
Project: Sharp Tract No.3  
Job No. 212102  
MBS No. 21-130 (Revised)

**FIELD NOTES FOR 305.159 ACRES**

Being a tract containing 305.159 acres of land, located in the H.T. & B.R.R. Company Survey, Lot 68, Abstract Number 561 and the H.T. & B.R.R. Company Survey, Lot 58, Abstract Number 516 in Brazoria County, Texas; Said 305.159 acre tract being a portion of a tract conveyed to AA Sharp Investments, LTD. in File Number 2007068904 of the Official Public Records of Brazoria County (O.P.R.B.C.); Said 305.159 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Commencing** at a PK Nail found in the intersection of County Road 57 (Juliff-Manvel Road) and County Road 383 and being the recognized southeasterly corner of said Abstract Number 516;

Thence, with the centerline of said County Road 57, South 87 degrees 21 minutes 05 seconds West, a distance of 2641.84 feet to a PK Nail found at the southeasterly corner of a call 81.19 acre tract recorded in the name of Julip Holdings, LLC in File Number 2014025313 of the O.P.R.B.C.;

Thence with the easterly line of said 81.19 acre tract, North 02 degrees 51 minutes 05 seconds West, a distance of 2638.42 feet to a 1/2-inch iron rod found at the northeasterly corner of said 81.19 acre tract and being the **Point of Beginning** of the herein described tract;

Thence, with the northerly line of said 81.19 acre tract and the northerly line of a call 58.82 acre tract recorded in the names of McAlister Opportunity Fund 2014, L.P. and McAlister Opportunity Fund III, L.P. in File Number 2017055969 of the O.P.R.B.C., South 87 degrees 22 minutes 47 seconds West, at a distance of 1360.37 feet pass a found 5/8-inch iron rod, in all, a distance of 2640.33 feet to a 5/8-inch iron rod found at the northwesterly corner of said 58.82 acre tract and the northeasterly corner of a call 25.0207 acre tract styles as Tract I and recorded in the name of Bayou Rifles, Inc. in File Number 00-028088 of the O.P.R.B.C.;

Thence, with a line previously recognized as the easterly line of a patent filed in the name of A.B. Langermann (cancelled via the Texas Court of Civil Appeals in Giraud, et al versus Huffman, 46 SW(2d), page 367), North 02 degrees 55 minutes 29 seconds West, a distance of 3778.29 feet to a 5/8-inch iron rod set;

Thence, through and across aforesaid AA Sharp Investments, LTD. tract, the following seven (7) courses:

- 1) North 79 degrees 48 minutes 25 seconds East, a distance of 137.71 feet to a 5/8-inch iron rod set;

- 2) North 73 degrees 46 minutes 28 seconds East, a distance of 253.03 feet to a 5/8-inch iron rod set;
- 3) North 24 degrees 18 minutes 27 seconds East, a distance of 307.16 feet to a 5/8-inch iron rod set;
- 4) North 04 degrees 23 minutes 35 seconds East, a distance of 349.88 feet to a 5/8-inch iron rod set;
- 5) North 21 degrees 17 minutes 16 seconds West, a distance of 178.00 feet to a 5/8-inch iron rod set;
- 6) North 16 degrees 42 minutes 03 seconds West, a distance of 499.70 feet to a 5/8-inch iron rod set;
- 7) South 88 degrees 38 minutes 11 seconds West, a distance of 55.76 feet to a 5/8-inch iron rod set on the easterly line of a call 10.77 acre tract styled as Tract IV and recorded in the name of Baker Process, Inc. in File Number 2010007796 of the O.P.R.B.C.;

Thence, with said easterly line, North 02 degrees 54 minutes 49 seconds West, a distance of 183.38 feet to a 5/8-inch iron rod found at the northeasterly corner of said 10.77 acre tract;

Thence, with the northerly line of said 10.77 acre tract and the northerly line of a call 1.320 acre tract styled as Tract V and recorded in the name of Baker Process, Inc. in File Number 2010007798 of the O.P.R.B.C., South 87 degrees 05 minutes 31 seconds West, at a distance of 337.39 feet pass a found 5/8-inch iron rod, in all, a distance of 520.84 feet to a 5/8-inch iron rod set at the southeasterly corner of a call 15.987 acre tract recorded in the name of 258 Colony Investments, LLC in File Number 2019127945 of the Official Records of Fort Bend County (O.R.F.B.C.);

Thence, with the easterly line of said 15.987 acre tract North 03 degrees 03 minutes 55 seconds West, a distance of 1208.76 feet to a 5/8-inch iron rod set at the northeasterly corner of said 15.987 acre tract and being on the southerly line of a call 26 acre tract recorded in the name of Jean W. Payne Trust in File Number 1997040600 of the O.P.R.B.C.;

Thence, with said southerly line and the southerly line of a call 80 acre tract recorded in the name of John Price in Volume 287, Page 11 of the O.P.R.B.C., North 86 degrees 49 minutes 06 seconds East, a distance of 2831.42 feet to a 5/8-inch iron rod set on the westerly line of a call 57.471 acre tract recorded in the name of Maryfield, LTD. in File Number 2005018713 of the O.P.R.B.C.;



Thence, with said westerly line, the westerly line of an unidentified tract, the westerly line of a call 60.001 acre tract recorded in the name Michael J. Gentry in File Number 20200011282 of the O.P.R.B.C. and the westerly line of a call 127.270 acre tract recorded in the name of McAlister Opportunity Fund 2014, L.P. and McAlister Opportunity Fund III, L.P. in File Number 2018009437 of the O.P.R.B.C., South 02 degrees 54 minutes 25 seconds East, at a distance of 1292.27 feet pass a 5/8-inch iron rod found in the center of County Road 573 (Alloy Road), at a distance of 1322.70 feet pass a 5/8-inch iron rod found on the southerly occupied line of said County Road 573, at a distance of 1952.24 feet pass a found 3/4-inch iron pipe, in all, a distance of 2596.48 feet to a 1/2-inch iron rod found at the northeasterly corner of a call 40 acre tract recorded in the name of E.R.M. Holdings, Inc. in File Number 2015023601 of the O.P.R.B.C.;

Thence, with the northerly line of said 40 acre tract, South 87 degrees 13 minutes 46 seconds West, a distance of 1316.96 feet to a 1/2-inch iron rod found at the northwesterly corner of said 40 acre tract;

Thence, with the westerly line of said 40 acre tract, South 02 degrees 46 minutes 33 seconds East, at a distance of 1289.79 feet pass a 1/2-inch iron rod found, in all a distance of 1345.09 feet to a 5/8-inch iron rod found in the center of County Road 81 and being the northwesterly corner of a call 10.00 acre tract recorded in the name of Christy Ngo in File Number 2020011424 of the O.P.R.B.C.;

Thence, with the westerly line of said 10.00 acre tract and the westerly line of a call 29.88 acre tract recorded in the name of Dominic Joseph Magnabosco in File Number 2020035285 of the O.P.R.B.C., South 03 degrees 10 minutes 06 seconds East, at a distance of 660.10 pass a found 5/8-inch iron rod, in all, a distance of 1320.01 feet to a 1/2-inch iron rod found at the southwest-  
erly corner of said 29.88 acre tract;

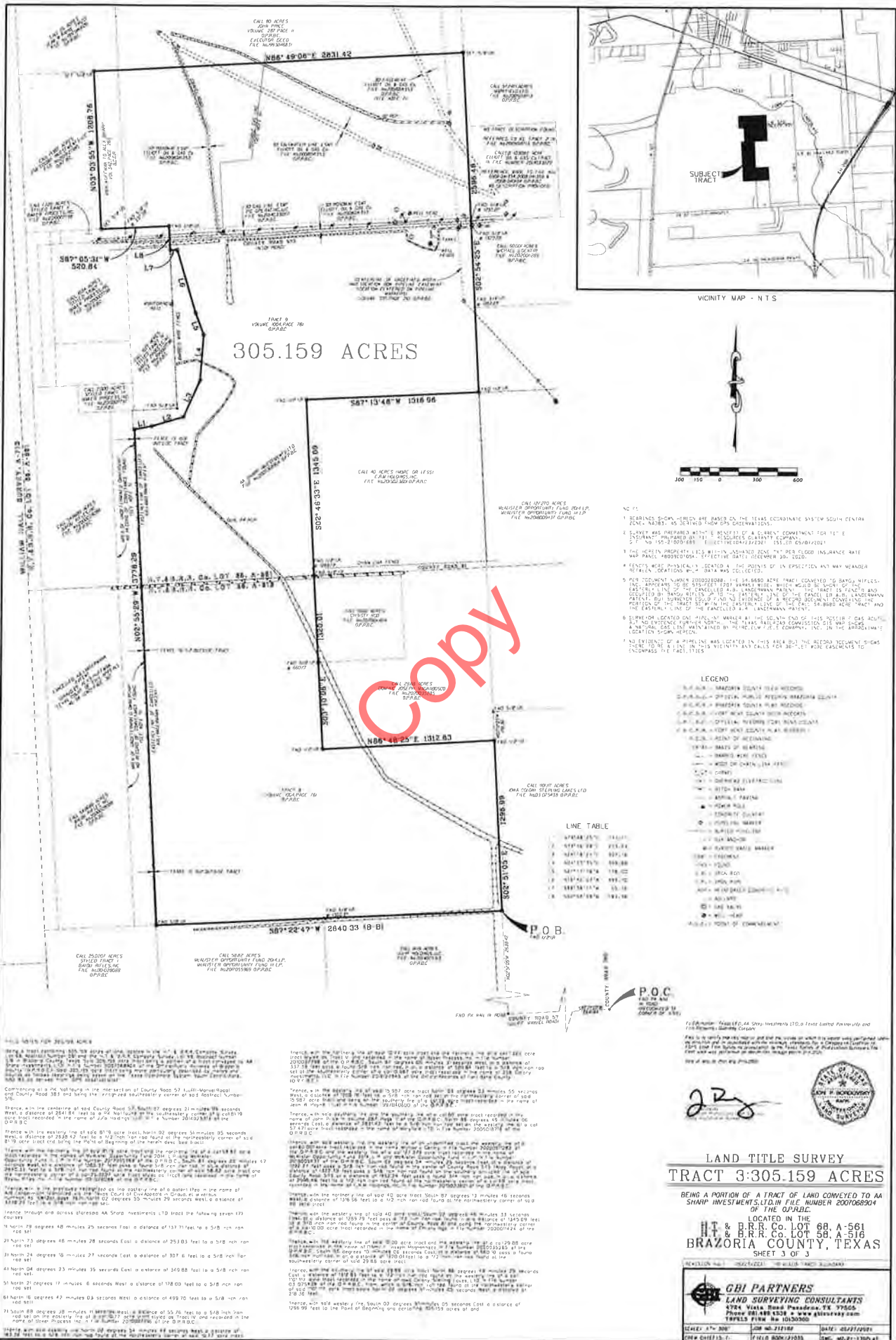
Thence, with the southerly line of said 29.88 acre tract, North 86 degrees 48 minutes 25 seconds East, a distance of 1312.83 feet to a 1/2-inch iron rod found on the westerly line of a call 1101.117 acre tract recorded in the name of Iowa Colony Sterling Lakes, LTD. in File Number 03-075438 of the O.P.R.B.C., from which a 5/8-inch iron rod found at the northwesterly corner of said 1101.117 acre tract bears North 02 degrees 51 minutes 05 seconds West, a distance of 218.36 feet;

Thence, with said westerly line, South 02 degrees 51 minutes 05 seconds East, a distance of 1296.99 feet to the **Point of Beginning** and containing 305.159 acres of land.

**THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A PLAT OF SURVEY FILED IN PROJECT NUMBER 212102 AT GBI PARTNERS.**

GBI PARTNERS  
TBEPLS Firm No. 10130300  
Ph: 281.499.4539  
May 12, 2021  
(Revised May 27<sup>th</sup>, 2021)







**EXHIBIT "B"**

Copy

## **Exhibit B**

### **Consent Conditions**

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within five years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than \$20,000. Compliance with this requirement may be satisfied by submitting a proposed Preliminary Official Statement and estimated bid with a pro-forma debt service schedule for the purpose of bonds showing the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of \$15,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the advertisement for the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than \$7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the

City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.

(d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility -design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(g) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) This consent shall take effect only upon all of the land in the District being annexed into the corporate limits of the City prior to the creation of the District.

(j) This consent shall only take effect upon purchase of substantially all of the land to be included in the District by D.R. Horton; D.R. Horton-Texas, Ltd., a Texas limited partnership; DRHI, Inc.,

a Delaware Corporation; Forestar Group; 258 Colony Investments, LLC; or any other wholly owned subsidiary or affiliate of D.R. Horton. This consent shall automatically be revoked if substantially all of the land to be included in the District is not purchased by any of the aforementioned entities on or prior to June 30, 2022.

(k) The District or its developer shall bear all out-of-pocket expenses incurred by the City in the City's review and analysis of the development of the land within the District, including such out-of-pocket expenses as the costs of the City's outside legal counsel, engineer and other consultants. The District or its developer shall deposit such funds as requested by the City, provided that no single deposit will exceed \$25,000.00, to be used for these costs. Upon periodic receipt of invoices for such out-of-pocket expenses, the City will pay such invoice(s) and provide the District or its developer with appropriate documentation of such expenses and the remaining balance of the deposit. As such deposit is depleted, the City will request additional funds, which the District or its developer agree to pay within 30 days of receipt of such a request. The District or its developer shall not be required to pay out-of-pocket expenses exceeding the total amount of \$50,000 under subsection (k) hereof.

Developer further agrees to pay all fees and charges imposed by the City pursuant to and in accordance with the City Subdivision Ordinances and any and all other City ordinances that concern or may concern the development of the land within the District. These fees and charges may include, but are not limited to, fees for building permits, platting, and plan reviews.

(l) After the District has substantially completed construction, as deemed by the City Engineer, of any of its water, sewer and drainage facilities, the City may, upon six (6) months prior written notice to the District, require that the District convey such facility(ies) to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to the District with respect thereto), for ownership, operation and maintenance by the City; provided that, once the City exercises its option to acquire ownership of any part of the District's facilities under this subsection, it must acquire all District water, sewer and drainage facilities existing then and in the future (other than detention facilities). The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the District following full build-out within the District shall be available to the City to serve other areas. No conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City. Prior to any such conveyance, the District will own, operate and maintain the facilities, and all revenues derived therefrom will be the property of the District.



155-200221097  
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA       §  
COUNTY OF FORT BEND     §

THAT (i) **JANE ANN FLIELLER**, F/K/A Jane Ann Scherer, A/K/A Jane Scherer (as to a 38.8753% undivided interest only), (ii) **JOHN K. GRESHAM**, individually, as Sole Independent Executor of the Estate of Nancy M. Gresham, Deceased, as Sole Trustee of the Glenn M. Gresham Residuary Share Trust, and as Sole Trustee of the Keith E. Gresham Residuary Share Trust (as to a 26.6726% undivided interest only), and (iii) **CHARLES MICHAEL SCHERER** (as to a 34.4521% undivided interest only) (collectively, "**Grantor**"), for and in consideration of the sum of \$10.00 cash in hand paid by **258 COLONY INVESTMENTS, LTD.**, a Texas limited partnership with a mailing address of 10003 NW Military Highway, Suite 2201, San Antonio, Texas 78231 ("**Grantee**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, that certain real property situated in Fort Bend County, Texas, and described on Exhibit A attached hereto and incorporated herein by reference (the "**Land**"), together with all improvements located on the Land and all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including, but not limited to, all right, title, and interest of Grantor, if any, in and to (i) any strips and gores, if any, between the Land and any abutting properties, whether owned or claimed by deed, limitations, or otherwise; and (ii) streets, alleys, easements, and rights of way, open or proposed, in, across, abutting, or adjacent to the Land (all of such real property, rights, and appurtenances herein referred to collectively as the "**Property**").

This conveyance is made by Grantor and accepted by Grantee subject to any easements, restrictions, and other matters described in Exhibit B attached hereto and incorporated herein by reference (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject only to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

*[Remainder of page left blank; Signature page follows]*

EXECUTED to be effective the 12<sup>th</sup> day of May, 2021.

GRANTOR:

Jane Ann Flieller

**JANE ANN FLIELLER,**

F/K/A Jane Ann Scherer, A/K/A Jane Scherer,  
as to a 38.8753% undivided interest only

John K. Gresham

**JOHN K. GRESHAM,**

(i) individually; (ii) as Sole Independent Executor of the  
Estate of Nancy M. Gresham, Deceased; (iii) as Sole  
Trustee of the Glenn M. Gresham Residuary Share Trust;  
and (iv) as Sole Trustee of the Keith E. Gresham  
Residuary Share Trust;  
as to a 26.6726% undivided interest only

Charles Michael Scherer

**CHARLES MICHAEL SCHERER,**

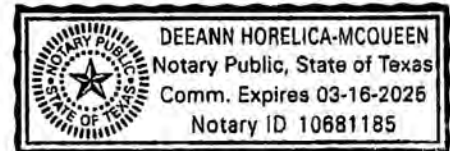
as to a 34.4521% undivided interest only

STATE OF Texas §  
COUNTY OF Hill §

This instrument was acknowledged before me, the undersigned authority, May 12<sup>th</sup>, 2021,  
by Jane Ann Flieller, F/K/A Jane Ann Scherer, A/K/A Jane Scherer.

[Signature]  
Notary Public, State of Texas

[Seal]

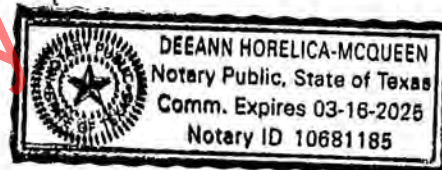


STATE OF Texas §  
COUNTY OF Hill §

This instrument was acknowledged before me, the undersigned authority, May 12<sup>th</sup>, 2021,  
by John K. Gresham, individually; as Sole Independent Executor of the Estate of Nancy M. Gresham,  
Deceased; as Sole Trustee of the Glenn M. Gresham Residuary Share Trust, and as Sole Trustee of the  
Keith E. Gresham Residuary Share Trust.

[Signature]  
Notary Public, State of Texas

[Seal]

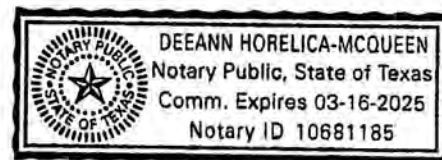


STATE OF Texas §  
COUNTY OF Hill §

This instrument was acknowledged before me, the undersigned authority, May 12<sup>th</sup>, 2021,  
by Charles Michael Scherer.

[Signature]  
Notary Public, State of Texas

[Seal]



After Recording, Return to:

DHI Title of Central Texas  
10700 Pecan Park Boulevard, Suite 220  
Austin, Texas 78750  
Attn: Kim Minks



**EXHIBIT A**  
**DESCRIPTION OF THE LAND**

Being a tract containing 44.995 acres of land, located in the William Hall Survey, Abstract Number 31, in Fort Bend County, Texas and Abstract Number 713 in Brazoria County, Texas; Said 44.995 acre tract being a call 44.99 acre tract recorded in the name of Paul Scherer, et al in Volume 593, Page 263 of the Fort Bend County Deed Records (F.B.C.D.R.), same being a portion of Lot 20, T.W. & J.H.B. House Subdivision, as recorded in Volume 7, Page 301 of the F.B.C.D.R.; Said 44.995 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Commencing** at a 3/4-inch iron pipe found at the northeasterly corner of said Lot 20 and the southeasterly corner of Lot 11, said T.W. & J.H.B. House Subdivision;

Thence, with the common line of said Lots 11 and 20, South 86 degrees 55 minutes 29 seconds West, a distance of 136.21 feet to the northeasterly corner of said 44.99 acre tract from which a found 5/8-inch iron rod bears North 25 degrees 32 minutes 04 seconds West, a distance of 1.04 feet and being the **Point of Beginning** of the herein described tract;

Thence, with the easterly line of said 44.99 acre tract, South 03 degrees 03 minutes 21 seconds East, a distance of 1593.34 feet (call distance of 1591.75 feet) to the southeasterly corner of said 44.99 acre tract and being on the southerly line of said William Hall Survey and the northerly line of the William Pettus Survey, Abstract Number 714 in Brazoria County, Texas and Abstract Number 68 in Fort Bend County, Texas, from which a found 5/8-inch iron rod bears North 03 degrees 03 minutes 21 seconds West, a distance of 2.37 feet;

Thence, with said common survey line, South 86 degrees 59 minutes 33 seconds West, a distance of 1230.66 feet (call distance of 1231.2 feet) to the southwesterly corner of said 44.99 acre tract and being the southeasterly corner of a call 91.100 acre tract styled Tract One and recorded in the name of Forestar (USA) Real Estate Group, Inc. in File Number 2017121652 of the Official Records of Fort Bend County (O.R.F.B.C.), from which a found 5/8-inch iron rod bears South 11 degrees 24 minutes 00 seconds East, a distance of 0.59 feet and a found 5/8-inch iron rod bears North 04 degrees 09 minutes 56 seconds West, a distance of 1.40 feet;

Thence, with the easterly line of said 44.99 acre tract, North 03 degrees 03 minutes 21 seconds West, at a distance of 205.00 feet pass a 5/8-inch iron rod found at the southeasterly corner of Reserve "B", Southern Colony 4C, a subdivision recorded in Plat Number 20190088 of the Fort Bend County Plat Records (F.B.C.P.R.), at a distance of 1531.18 feet pass a 5/8-inch iron rod found at the northeasterly corner of said Reserve "B", in all, a distance of 1591.89 feet (call distance of 1591.75 feet) to the northwesterly corner of said 44.99 acre tract, from which a found 5/8-inch iron rod bears South 02 degrees 22 minutes 05 seconds West, a distance of 1.07 feet;

Thence, with the northerly line of said 44.99 acre tract, North 86 degrees 55 minutes 29 seconds East, a distance of 1230.66 feet to the **Point of Beginning** and containing 44.995 acres of land.

**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

1. Roadway Easement recorded in Volume 7, Page 301, of the Deed Records, Fort Bend County, Texas.
2. Reservation of 1/16 of all oil, gas, and other minerals of every character in, on, under, or that may be produced from the herein described property, together with all rights relating thereto, express or implied, described in deed recorded in Volume 2368, Page 1737 of the Official Public Records of Fort Bend County, Texas.

Copy

CITY OF IOWA COLONY, TEXAS  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77583

D.R. Horton – Texas, Ltd.  
Attn: Mr. Jonathan Woodruff  
6744 Horton Vista Drive  
Richmond, Texas 77407

Re: Approximately 561 acres described in the attached Exhibit

Gentlemen:

It is the City of Iowa Colony City Council's understanding that you have under contract to purchase approximately 561 acres described above (the "Property"). All of the Property is located in the extra-territorial jurisdiction of the City. You have advised the City that your intention is to develop the Property for single-family residential purposes with the Property being developed primarily as single-family home lots having a minimum front lot width of 60'.

You have expressed an interest in acquiring the Property and doing the following:

- (i) annex all of the Property into the corporate limits of the City;
- (ii) creating a municipal utility district encompassing the Property for the purpose of constructing and funding the water, sewer, drainage, roads and recreational facilities serving the Property ("MUD");
- (iii) obtaining a waste discharge permit and constructing a sewage treatment plant to serve the Property; and
- (iv) developing the Property primarily as a single-family home project consisting of single-family home lots of no less than 60' and a project consisting almost exclusively of such 60' lots.

As you are aware the City already has several municipal utility districts existing within its corporate limits and the City's most liberal zoning classification for lot size is a minimum of 60'.

Please be advised that the City already has consented to the creation of the MUD, contingent upon the Property being purchased by you and annexed into the corporate limits of the City. The City's final decision to annex the Property will occur after you and the City Staff agree upon the terms for you annexing the Property and developing it. However, at this time the City Council is open and amenable to the annexation of the Property and its development in the manner

you have suggested, subject to you reaching final agreement with the City and otherwise complying with all of the City's applicable development regulations.

Very truly yours,

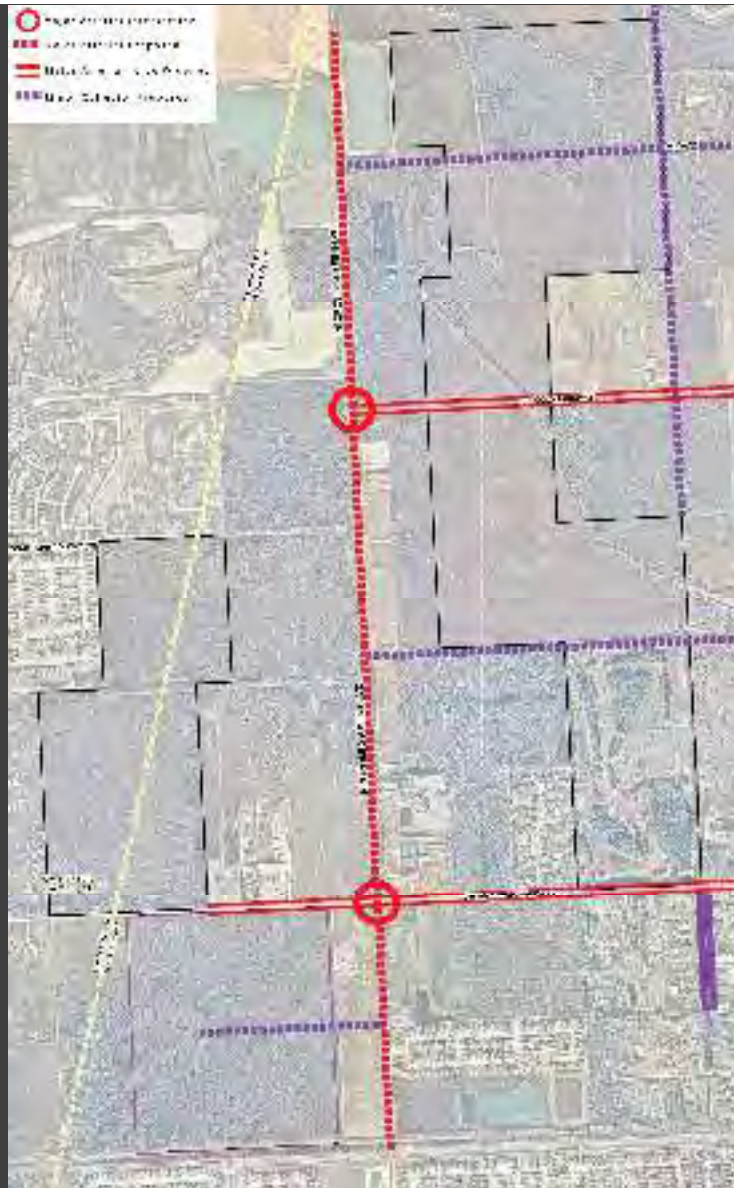
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# Proposed Brazoria County Municipal Utility District No. 87

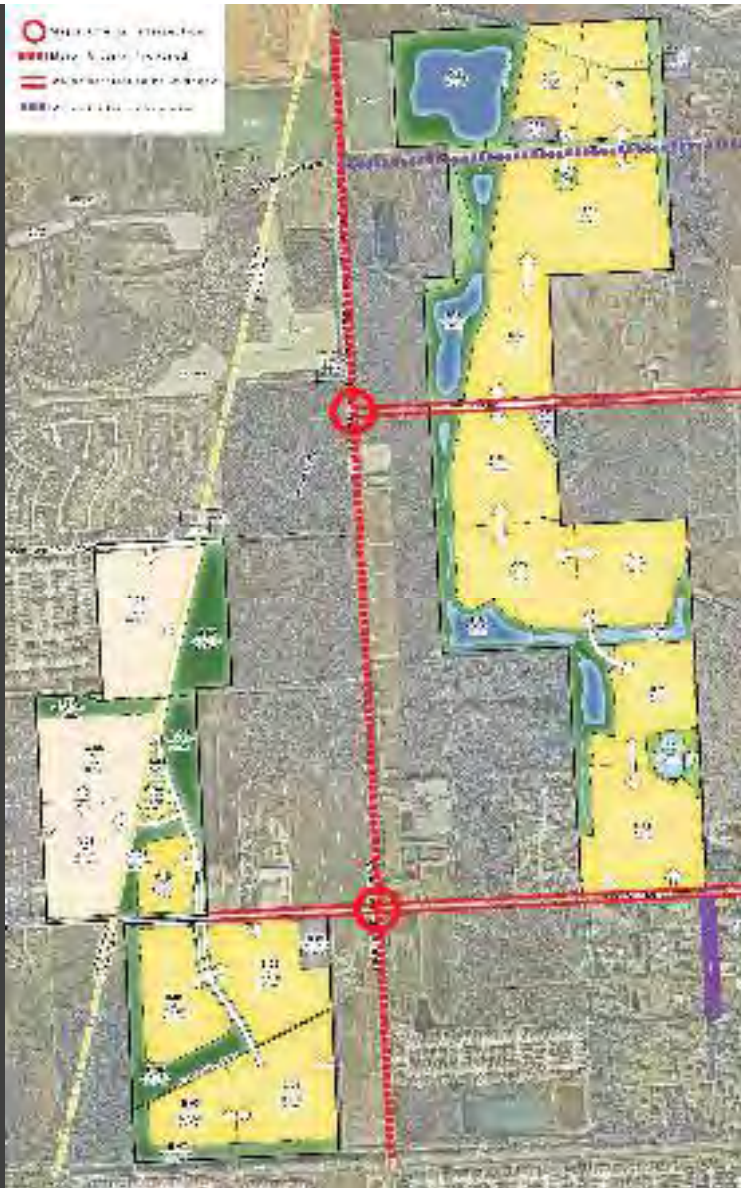
Comprised of 5 separate tracts



## Existing Major Thoroughfare Plan

Note:  
Only land within Brazoria County will be included  
in proposed BCMUD no. 87





# Proposed Major Thoroughfare Plan

Note:  
Only land within Brazoria County will be  
included in proposed BCMUD no. 87





## Proposed BCMUD No. 87

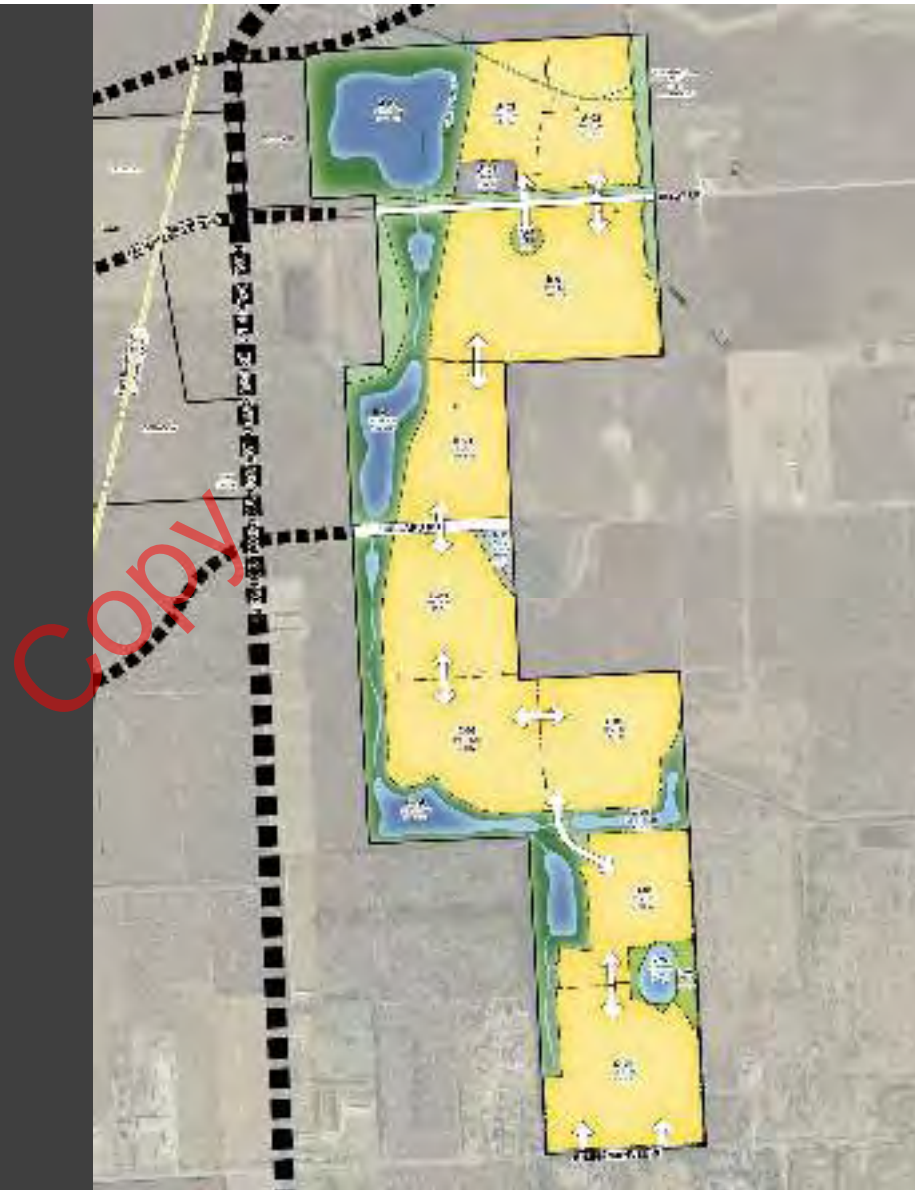
Western Property

Note:  
Only land within Brazoria County will be included in proposed BCMUD no. 87

# Proposed BCMUD No. 87

## Eastern Property

Note:  
Only land within Brazoria County will be included in proposed BCMUD no. 87



# ENTRY MONUMENTATIO N







# AMENITY FEATURES

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U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.019
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.



9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**CORONAVIRUS LOCAL FISCAL RECOVERY FUND:  
NONENTITLEMENT UNIT OF LOCAL GOVERNMENT CHECKLIST FOR REQUESTING INITIAL PAYMENT**

**U.S. DEPARTMENT OF THE TREASURY**

The American Rescue Plan Act of 2021 (ARPA) appropriates \$19.53 billion to States for distribution to tens of thousands of nonentitlement units of local government (NEUs), which are local governments typically serving a population under 50,000. The ARPA directs the Department of the Treasury (Treasury) to make payments to each State for distribution to NEUs within the State. Treasury has published additional guidance around the distribution process to NEUs.

Once payment from Treasury has been received, states will have 30 days to disburse payments to NEUs unless an extension is requested. States will issue further instructions on how NEUs can request their first distribution from the state. As this allocation and distribution process moves forward, NEUs with questions about the payment process should consult their state government.

**Preparing to Request Funding**

There are a few steps you can take now to prepare to request funding from your state, including:

- ✓ Obtain or confirm your local government's valid [DUNS](#) number
- ✓ Gather your local government's payment information:
  - Local government name, Entity's Taxpayer Identification Number, DUNS number, and address
  - Authorized representative name, title, and email
  - Contact person name, title, phone, and email
  - Financial institution information (e.g., routing and account number, financial institution name and contact information)
- ✓ Confirm your local government's top-line budget total (defined as your local government's total annual operating budget, including the general fund and other funds, in effect as of January 27, 2020)
- ✓ Review award terms and conditions agreement (as provided by Treasury to be signed)
- ✓ Review assurances of compliance with Title VI of the Civil Rights Act of 1964 (as provided by Treasury to be signed)

**Requesting Funding**

Please follow your state's instructions on how to request funding through the state. Please have the above information ready. An authorized representative should also be ready to sign documents, including:

- ✓ Award terms and conditions agreement
- ✓ Assurances of compliance with Title VI of the Civil Rights Act of 1964

**After Requesting Funding**

After submitting your request for funding to your state, please retain the documents and information above for your first report. Additional reporting instructions should be forthcoming. If your local government is not registered in SAM.gov, please do so as soon as possible after receiving the award.

You will be asked for the following information in your first report to Treasury, among others:

- ✓ NEU Recipient Number (a unique identification code for each NEU assigned by the state to the NEU as part of the request for funding)
- ✓ Copy of signed award terms and conditions agreement
- ✓ Copy of signed assurances of compliance with Title VI of the Civil Rights Act of 1964
- ✓ Copy of actual budget documents validating the top-line budget total provided to the state as part of the request for funding

Copy



The U.S. Treasury has again released guidance for the American Rescue Plan Act (ARPA) pertaining to all direct allocations for non-entitlement cities.

**Procurement:**

It is clear now that procurement and administrative requirements, as per 2 CFR 200, will be in place for all programs implemented under the ARP Act.

**Environmental:**

While the Department of Treasury has stated that NEPA will not apply, GrantWorks is in communication with State and Federal regulatory agencies to clarify any environmental requirements that will be in place for Infrastructure Projects implemented using ARP Act funding.

**Pre-funding Steps:**

Although Texas has not determined which state agency will distribute these funds, there are steps you should take now:

1. Obtain and confirm your valid DUNS number.
2. Gather your payment information:
  - a. Authorized representative's name, title, and email.
  - b. Contact person's name, title, phone, and email.
  - c. Financial institution information (e.g., routing and account number, name, and contact information).
  - d. Entity's Taxpayer Identification Number (EIN)
  - e. Your local address.
3. Confirm your SAM registration is active.
4. Confirm your top-line budget total (defined as your local government's total annual operating budget, including the general fund and other funds, in effect as of January 27, 2020).
5. Review award terms and conditions agreement (as provided by Treasury to be signed)
6. Review assurances of compliance with Title VI of the Civil Rights Act of 1964 (as provided by Treasury to be signed).



**Next Steps:**

If you have not already done so, this would be the time to authorize an Administrator (RFP) and an Engineer (RFQ) for any proposed infrastructure projects.

Following is wording that can be used for your next agenda:

**Consider/discuss authorization for the City of Iowa Colony to issue requests for proposals (RFPs) for administrative services and requests for qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021.**

**Join ARCIT:**

We encourage you to review procurement documents that will be provided to you as an ARCIT member. If you are not a member of ARCIT, it would be beneficial and inexpensive for you to join: [www.arcit.org](http://www.arcit.org) Membership is:

Cities and Counties under 1,000 population is \$170.

Cities and Counties over 1,000 population is \$395.

I have attached the **Nonentitlement Unit of Local Government Checklist of Requesting Initial Payment** and the **Award Terms and Conditions** documents released by the U.S. Treasury.

Please do not hesitate to contact me if you have any questions.

Best Regards,

Sylvia Davila  
Client Services Manager  
512/417-2995



# IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583

Aaron I. Bell  
Chief of Police

Phone: (281) 369-3444  
Fax: (281) 406-3722

---

To: Ron Cox, Interim City Manager

From: Aaron Bell, Chief

Date: June 14, 2021

**Re: Debris Monitoring Service  
Letter of Recommendation**

Mr. Cox;

We have solicited Requests For Proposals (RFP), in the area of Emergency Management addressing "Debris Monitoring Services".

We only received one proposal before the deadline from TLC Engineering, Inc. Their proposal has been reviewed and has met or exceeds most, if not all, of the requirements outlined in the RFP. TLC Engineering, Inc documents within their proposal where they have successfully worked with other city and county governments within the Greater Houston Area as well as the Federal Emergency Management Agency (FEMA) in several different capacities to include Debris Monitoring Services.

I would also like to point out that, not only does TLC Engineering, Inc. meet or exceed the requirements, they are a Houston, Texas based engineering company, registered as Historically Underutilized Business (HUB) in the State of Texas; and registered as an Office of Business Opportunity as a Small, Minority Owned, Disadvantaged Business Enterprise (S/M/DBE) by the City of Houston. Furthermore, the engineering firm utilizes several other businesses under their umbrella to meet the requirements of the RFP, some of which are also registered as S/M/DBE's and Women Business Enterprise (WBE) with the City of Houston, as well as a HUB with the State of Texas.

Based on the information that I have reviewed, I would respectfully recommend that we request approval from City Council to negotiate and enter into a contract with TLC Engineering, Inc. for Debris Monitoring Services for the reasons listed above. I also believe that a contract with TLC Engineering will meet the minimum requirements of the Federal Emergency Management Agency (FEMA) during reimbursement after a Presidential Declared Disaster.

**Proposal to Provide:**

# **DEBRIS MONITORING SERVICE**

**Submitted to:**  
**City of Iowa Colony, Texas**

**Proposal Opening**  
**June 07, 2021 @ 2:00 P.M**

- Contains:
- 1 Document Original,
  - 1 Electronic Copy



8204 Westglen Drive  
Houston, Texas 77063  
(Ph.) 713-868-6900  
(Fax.) 713-868-0001  
(Email) [info@tlceng.com](mailto:info@tlceng.com)  
(HTML) [www.tlceng.com](http://www.tlceng.com)

**TLC Primary Contact:**

Tim Kroeker, M.E.Des.  
Department Manager – Env. Svc.  
(O) 832-319-7141  
(C) 713-446-3098  
Email: [tkroeker@tlceng.com](mailto:tkroeker@tlceng.com)  
Tax ID: 76-0445812

**Ship To:**

Ms. Kayleen Rosser  
City Secretary  
City of Iowa Colony  
12003 Iowa Colony Boulevard  
Iowa Colony, Texas 77583



Proposal/Bid to Provide:

# DEBRIS MONITORING SERVICE

Submitted to:



**City of Iowa Colony, Texas**

**Proposal Opening  
June 07, 2021 @ 2:00 P.M. CST**

**DOCUMENT  
ORIGINAL**



**ENGINEERING**

**8204 Westglen Dr.  
Houston, TX 77063**

*TLC Disaster Recovery Services: For Better than it Was Before the Storm*

**TLC Primary Contact:**  
Tim Kroeker, M.E.Des.  
Depart. Manager – Env. Svc.  
(D) 832-319-7141  
(C) 713-446-3098  
(M) 713-868-6900  
(F) 713-868-0001  
Email: [tkroeker@tlceng.com](mailto:tkroeker@tlceng.com)  
Tax ID: 76-0445812



***Mission Statement:***

***TLC Engineering, Inc. is committed to  
providing safe, efficient, and  
environmentally responsible solutions to  
an ever-changing global community***





Proposal/Bid to Provide:

# DEBRIS MONITORING SERVICE

Submitted to:



**City of Iowa Colony, Texas**

**Proposal Opening  
June 07, 2021 @ 2:00 P.M. CST**

**ELECTRONIC  
DOCUMENT**



**ENGINEERING**

**8204 Westglen Dr.  
Houston, TX 77063**

*TLC Disaster Recovery Services: For Better than it Was Before the Storm*

**TLC Primary Contact:**  
Tim Kroeker, M.E.Des.  
Depart. Manager – Env. Svc.  
(D) 832-319-7141  
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(F) 713-868-0001  
Email: [tkroeker@tlceng.com](mailto:tkroeker@tlceng.com)  
Tax ID: 76-0445812



***Mission Statement:***

***TLC Engineering, Inc. is committed to  
providing safe, efficient, and  
environmentally responsible solutions to  
an ever-changing global community***



June 07, 2021

Ms. Kayleen Rosser  
City Secretary  
City of Iowa Colony  
12003 Iowa Colony Boulevard  
Iowa Colony, Texas 77583

**Subject: Debris Monitoring Service**

---

Dear Ms. Rosser,

On behalf of the member companies of the TLC Team, as per your request, it is my pleasure and honor to present you with this proposal to meet your Debris Monitoring needs.

Our team is very aware of and understands the importance of debris removal and the accompanying requirements for documentation. We are an assembly of companies that have been involved in many types of disasters, large and small, at all parts along the difficult path of full recovery, from providing "First Push" services to get routes open for First Responders through repairing homes for people to return safely, to providing environmental and engineering services for mitigation efforts.

Members of the team have assisted communities, counties, and states in their recoveries from disasters of all type, magnitude, and distribution.

In this proposal, you will find service highlights such as:

- A rapid deployable workforce of monitors and managers.
- Highly skilled and trained senior managers.
- A commitment to the local population and economy.
- Reliable and excellent representation.
- A very strong commitment to excellent workmanship.


By submitting this proposal, as the lead firm, TLC believes that it demonstrates a full understanding of the needs of Iowa Colony, and has full knowledge and willingness to comply with whatever scope, nature, and quantity of work that the Colony will require of us; the conditions under which the services are to be performed, the contractual structure of a negotiated Agreement; and, above all, the degree of workmanship that is needed is successfully exceed the Colony's expectations and standards of excellence.

Finally, by submitting this proposal, TLC affirms that it is prepared to mobilize immediately to the Iowa Colony, a team of personnel to establish program management for monitoring operations to start recovery of the city, the lives and businesses of its people, and its overall prospects for the future.



Please contact Mr. Tim Kroeker, M.E.Des., TLC's Manager of Disaster Recovery Services at (832) 319-7141 or [tkroeker@tlceng.com](mailto:tkroeker@tlceng.com), if clarification of anything in this response is necessary or for additional information on how we will help the Colony.

Sincerely,  
**TLC ENGINEERING, INC.**



Tony L. Council, P.E.  
President and CEO

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## **TAB A: QUALIFICATIONS**

### **1.1 Introduction of the Firm**

TLC Engineering, Inc. (TLC) was incorporated on September 2, 1994, under the laws of the State of Texas. TLC is a registered Historically Underutilized Business (HUB) in the State of Texas (Certificate/VID Number: 1760445812900 File/Vendor Number: 26296); by the City of Houston Office of Business Opportunity (COH-OBO) as a Small, Minority Owned, Disadvantaged Business Enterprise (S/M/DBE) (Certification Number: 18-12-8339); by Metropolitan Transit Authority of Harris County, Texas (METRO) as a SBE (Certification Number: 6102072001); and Port of Houston as a SBE (no Certification Number). Copies of these certifications are provided in **Appendix A**.

TLC Engineering, Inc. (TLC) is a full-service Consulting Engineer firm providing, Civil, Structural, and MEP Engineering, Architecture, Construction Management and Inspection, Environmental, Disaster Recovery services. TLC consistently provides targeted solutions for our customers most complex challenges. Our interdisciplinary approach binds together design and environmental knowledge with construction expertise to bring projects to satisfactory completion.

TLC's disaster recovery work began with Hurricane Katrina in 2005. We mobilized to provide emergency housing assistance in Biloxi and Gulf Shores, Mississippi. We then provided similar services in Beaumont/Port Arthur following Hurricane Rita. TLC provided thirty-one (31) personnel for site assessments, installation, and training. Assigned staff received certified and approved applications from Rita or Katrina disaster relief victims, which provided victims with the opportunity to receive travel trailers or mobile homes as emergency temporary housing. Upon receipt of approved applications, site assessors performed an assessment of the site to determine its feasibility for installation of a temporary housing unit. If the site proved feasible, a work order was issued to place a unit on the site. Site inspectors were then assigned to work with a contractor through the installation process.

TLC was involved with the debris removal effort for Hurricane Ike in 2007. In the aftermath of the storm, TLC provided approximately 500 site monitors and truck certifiers within seven (7) days of the storm to assist Beck Disaster Recovery (BDR) with clearing and removing storm-related debris for the City of Houston. Monitors observed and documented debris handling from all points of pickup and disposal. We also provided monitors to assist surrounding areas, including but not limited to the City of Galveston, Brazoria County, and Harris County. At the height of operations, the BDR-TLC Team broke all records by providing the fastest ramp-up of operations and disposal of over 200,000 cubic yards of debris per day, by a single contractor.

We have been involved in every presidentially declared disaster to impact Houston since Hurricane Ike, including the drought of 2011, the Memorial Day and Tax Day floods (2015 and 2016, respectively), and Hurricane Harvey (2017).

## 1.2 Additional Data

- Team and personnel data is provided in **Appendix B**.
- System for Award Management search results are provided in **Appendix C**.
- Certificates of Insurance are provided in **Appendix D**.

## 1.3 Personnel and Equipment Needs

### 1.3.1 Personnel Needs (includes Management and Supervisory)

The personnel and equipment needed for a debris removal monitoring project depend largely on the type, nature, distribution, severity, and duration of the event and the community for which the work is being done. A large city is going to experience a much more complex project for a relatively minor effort than a small community will that experiences a devastating event. The potential cubic yard (cy) volume of debris will dictate the complexity of the mobilization.

Therefore, to understand how much effort will be needed we used a debris generation model that was developed by the U.S. Army Corps of Engineers (USACE). The USACE model depends on the following characteristics<sup>1</sup>:

- **Q** is the anticipated volume of debris in cubic yards.
- **H** is the number of households.
- **C** is the storm category factor in cubic yards.
- **V** is the amount of vegetation.
- **B** is the amount of the commercial/business/industrial use in the area.
- **S** is the amount of storm precipitation.

The formula is  $Q = H(C)(V)(B)(S)$

The USACE determines the number of households using a factor of three (3). Therefore, Iowa Colony's stated approximate population of 8,000 equates to approximately 2,700 households.

In keeping with the USACE formula, for example, anticipating a Category 4 hurricane that would produce fifty (50) cy of debris per household, Iowa Colony's moderate amount of vegetation (1.3), light amount of commercial activity (1.0), and a heavy amount of precipitation (1.3), Iowa Colony could reasonably anticipate approximately 225,333 cy of debris.

Each debris hauling unit (one (1) truck and one (1) trailer) can hold approximately ninety (90) cy

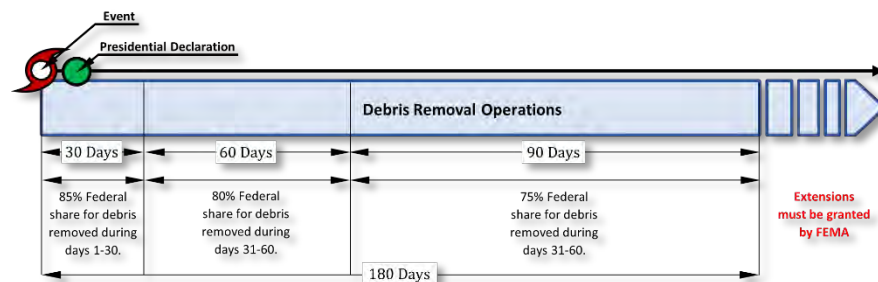


Figure 1: Debris Removal Operations Timeline

of debris. Each day, a single hauling unit can make six (6) return trips to a debris management site (DMS) or landfill. Therefore, six (6) units could haul approximately 3,240 cy per day. This

<sup>1</sup> Numerical values for each characteristic are provided in **Appendix E**.



would mean that the entire city could be cleared of debris within approximately seventy (70) days, or approximately three (3) weeks ahead of FEMA's limit for the City to secure an eighty percent (80%) reimbursement (**Figure 1**).

With these calculations in mind, TLC is likely to have up to ten (10) monitors at debris collection sites. In the administrative back-office portion of the project, TLC would also have up to three (3) data processors. This would require one (1) of each of:

- Operations Manager,
- Field Supervisor,
- Data Manager,
- Safety Supervisor, and
- Data Entry Clerk Supervisor.

Other personnel that would be required for the project include two (2) each of the following.

- Truck Capacity Certifier,
- GIS Mapping Technician, and
- Debris Management Site Monitor.

Debris/damage assessment would be limited. TLC would have one (1) estimator and may use one (1) unmanned aerial vehicle (UAV) (drone) pilot.

### **1.3.2 Equipment Needs (includes Transportation)**

The following list is the equipment that, for the most part, the monitors will need in the field in order to do their work.

- |                           |                                |                        |
|---------------------------|--------------------------------|------------------------|
| • Clipboard               | • Smart phone                  | • Smart phone app      |
| • Pencils                 | • Pens                         | • Maps                 |
| • Regulatory cheat sheets | • Hard hat (as needed)         | • High-visibility vest |
| • Other PPE (as needed)   | • Personal identification card | • Vehicle hang tag     |
| • Authorization letter    | • Yellow highlighter           |                        |

TLC will administer its portion of the work at our Houston office. There are several reasons for making this decision. The office provides ample space for doing the work necessary to a successful project. We have a large warehouse space for storing equipment and supplies.

One of the sets of functions that will not be handled in our Houston warehouse is personnel and safety administration. For hiring and training monitors, provided that it has not been also severely impacted, TLC will request the use of the gymnasium or cafeteria of Meridiana Elementary School. We anticipate the use of the parking lot at Freedom Field to certify and stage trucks.

On the matter of transportation, monitoring personnel will require their personal reliable, registered motor vehicles. TLC has investigated various ways of providing transportation to monitors but the nature and spatial distribution of the work makes it unfeasible to implement such a service.

## 1.4 Project Manager

TLC is assigning Ben Davis to serve as Project Manager for this project. Most people do not know how complex and convoluted the FEMA documentation process is (**Figure 2**), which is to be expected. Very few communities can boast of having multiple events in close enough succession that personnel have developed a comprehensive knowledge of and system for effectively and efficiently dealing with FEMA documentation requirements. Therefore, having expertise is critical.

In his role as Program Manager, Mr. Davis has worked closely with FEMA, States, and communities to ensure projects are properly versioned while capturing the detailed scope changes for all types of disaster recovery project work sheets. Mr. Davis works closely with clients to assist with their Public Assistance programs to include grant management, hazard mitigation planning, CDBG-DR, and NRCS. He has served throughout the country including assignments for:

- Boulder County, Colorado
- Rowlett, Texas
- Larimer County, Colorado
- Florida Department of Emergency Management Disaster Recovery
- BP/Kevcomp Inc. Deep Water Horizon MC-252 BP Oil Spill Disaster Recovery
- Texas, Hurricane Ike,
- Jackson County, Mississippi.

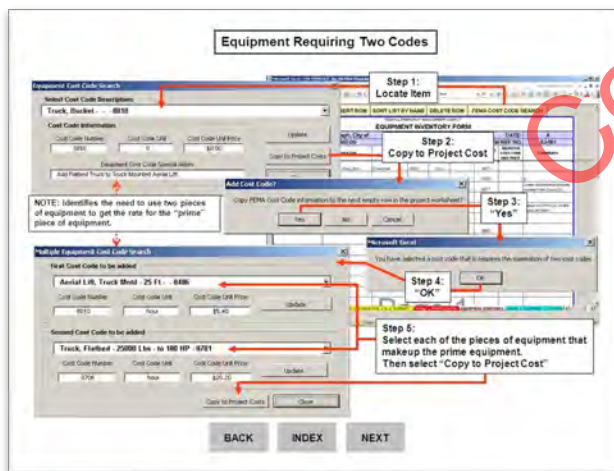


Figure 2: Example of the FEMA Project Worksheet Documentation Process

With regards to his training for the work, Mr. Davis is fully conversant with all of the necessary FEMA document preparation. His list of FEMA training sessions includes:

- 24hr Hazwoper Certificate,
- IS-100: Introduction to the Incident Command System
- IS-200: Basic Incident Command System for Initial Response
- IS-235: Emergency Planning
- IS-276: Benefit-Cost Analysis Fundamentals
- IS-292: Disaster Basics
- IS-393: Introduction to Hazard Mitigation
- IS-630: Introduction to the Public Assistance Process
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to EMA's Public Assistance

Finally, Mr. Davis has expertise in:

- Public Assistance
- Debris Monitoring

- CDBG-DR
- PW Writing

Other personnel who will be involved in the project are identified in the project Organizational Chart (**Figure 3**).

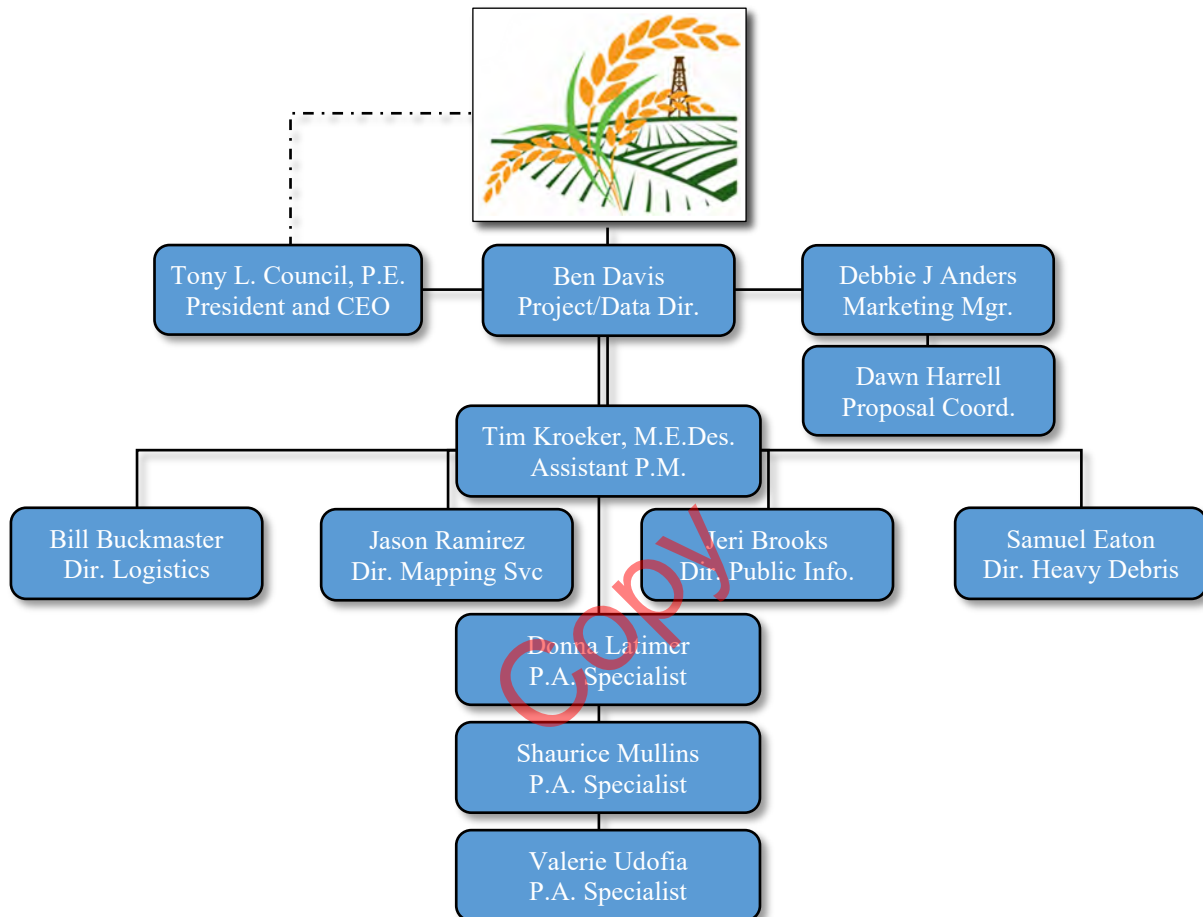


Figure 3: Organizational Chart

### 1.5 Resumes

Provided on the following page.

**The remainder of this page is intentionally left blank.**

# Tony L. Council, P.E.

## PRESIDENT



## QUALIFICATIONS

With more than 30 years of engineering and project management experience, Mr. Council is uniquely qualified to assess, understand, and creatively address the full spectrum of project challenges. As the owner of TLC Engineering, he brings a talented pool of professionals to each project, and provides skill in developing cost estimates, design, installation,

construction management, and commissioning facilities. His management and analytical skills are recognized in the industry and validated by appointments to the Coastal Water Authority Board of Directors and to the Co-Chairmanship of Houston Mayor Sylvester Turner's Transition Team Public Works Committee, among many others.

## PROFESSIONAL EXPERIENCE

### Holman Street Pedestrian Enhancements

Houston, TX

#### Project Lead

Comprehensive pedestrian improvements in Midtown Houston, encompassing sidewalk, curbs, lighting, landscaping and other amenities.

### Midtown Superblock Parking Garage

Houston, TX

#### Principle Lead

Construction management and inspection services for the parking structure, as well as concrete and steel testing, for a complex project with the parking facility beneath a 3-acre park and adjoining residential mid-rise building.

### Historic Dowling Street Reconstruction

Houston, TX

#### Principle Lead

Construction management and inspection services for the major reconstruction of Dowling Street, including design and construction, installation, roadway improvements, signalization, public utilities, sidewalk enhancement, street lights, streetscape, pedestrian amenities, and storm sewers.

### City of Houston Open Ditch Project

Houston, TX

#### Principle Lead

Field mapping of storm water utility assets focusing on roadside ditches along 1,800 miles of roads within the City of Houston.

### Shreveport Rail Extension

Shreveport, LA

#### Principle

Design services for both the Riverline and Bentler Rail Improvements Projects.

## REGISTRATION

**Texas Board of Professional  
Engineers**

License No. 77730

## EDUCATION

**North Carolina A&T State University**

Greensboro, NC

Bachelor of Science in Mechanical  
Engineering

## HONORS AND PROFESSIONAL MEMBERSHIPS

**American Society of Mechanical Engineers**  
Vice President

**Pi Tau Sigma Honorary Engineering  
Fraternity**  
Vice President

**Internal Hydro International  
Inc.**  
Board of Directors

**Greater Sooner Holdings, LLC**  
Board of Directors

## COMMUNITY PARTICIPATION

**Greater Houston Partnership**  
Board of Directors

**Greater Houston Black Chamber of  
Commerce**  
Board of Directors

**Boy Scouts of America, Sam Houston Chapter**  
Board of Directors

**Coastal Water Authority, Houston Texas,**  
Board of Directors



# Timothy Kroeker, M.E. Des.

## ENVIRONMENTAL MANAGER



### QUALIFICATIONS

Mr. Kroeker is responsible for managing TLC Engineering disaster recovery projects, hazardous materials assessments, and environmental planning. With more than 15 years of experience in the field, his expertise encompasses a broad range of technical practice areas, including environmental planning for road and

infrastructure projects, as well as land development for both the public and private sectors. In addition, he is skilled in conducting and managing field studies and assessments, data gathering and interpretation, preparing comprehensive reports, and coordinating the specialists required for complex environmental reviews. His familiarity with the needs of public agencies, including the U.S. Army Corps of Engineers, the Texas Department of Transportation, the Texas Water Development Board, the U.S. Department of Housing and Urban Development, the Texas General Land Office, the City of Houston, and both Harris and Fort Bend Counties provides a client with critical knowledge and improved efficiency.

### PROFESSIONAL EXPERIENCE

#### Hurricane Harvey Recovery

City of Lamarque, TX

##### Project Manager

Responsible for establishing the client and coordinating the project kickoff. Also responsible for ensuring capable field supervision and smooth field operations. Also responsible for coordinating security and identifications requirements and general office operations.

#### Hurricane Harvey Recovery

Houston, TX

##### Project Manager

Responsible for recruiting, training, clerical support, field supervision, debris monitoring, and physical plant operations for the recovery efforts throughout Houston.

#### Severe Storms and Flooding (DR-4272)

Houston, TX

##### Project Manager

Responsible for recruiting, training, clerical support, field supervision, debris monitoring, and physical plant operations for the recovery efforts throughout Houston.

### REGISTRATION

#### Texas Department of Transportation

No. 12177 TxDOT Recertified in 1.1.1,  
1.3.1, 1.4.1, 2.12.1

### EDUCATION

#### University of Calgary

Calgary, Alberta

Master of Environmental Design in  
Urban Planning

#### University College of the Fraser Valley

Abbotsford, British Columbia

Bachelor of Arts in Geography  
(Urban Studies) and English

### COMMUNITY PARTICIPATION

#### Volunteer

Houston Livestock Show and Rodeo

## OTHER PROFESSIONAL EXPERIENCE



### **City of Houston On-Call Environmental**

Houston, TX

#### **Project Manager**

Responsible for providing project oversight for environmental assessments and analyses for City of Houston facilities across the city. Project work has included Phase I Environmental Site Assessments, Lead and Asbestos sampling and testing, Air Quality studies, Construction Management, Supervision, and Inspections for removal and replacement of outdated, obsolete, and potentially Leaking Underground Storage Tanks throughout the city; and management, observation, and air quality testing under the City's Dangerous Structures removal program.

### **Improvements to Veterans' Memorial from Beltway 8/Sam Houston Tollway to Farm-to-Market Road 1960/ Cypress Creek Parkway**

Harris County, Texas

#### **Project Manager**

Responsible for conducting a Limited Environmental Assessment for the partial reconstruction and expansion of Veterans Memorial Boulevard. Tasks included a Phase I ESA, Threatened and Endangered Species Assessment, Wetlands Due Diligence, and Cultural Resources Assessment. The cultural resources, wetlands, and threatened and endangered species analysis revealed no concerns for historical or archeological resources, wetlands, sensitive species or their preferred habitat. The extensive number of existing and former fuel stations, drycleaners, and other potential contaminate contributors revealed the need for additional investigation and a Phase II ESA

### **Reconstruction of T.C. Jester Boulevard from Washington Road to Interstate High 10/Katy Freeway**

Dannenbaum Engineering, Corporation

#### **Consulting Services**

Responsible for conducting a Phase I Environmental Site Assessment (ESA) for approximately 0.5 mile of upgrade to existing facility. Assessment determined the potential of encroachment of soil and groundwater contaminants from historic land uses in the area, such as gas stations, drycleaners, and an auto parts recycler adjacent the corridor. The project required a Phase II ESA to verify the reduced likelihood that contaminants had encroached into the project area.

### **SH 36/288 and FM 1495 Intersection**

Freeport, TX

The project is a joint effort by Port Freeport, Brazoria County, and, to a lesser extent, TxDOT, to construct a new elevated intersection of SH 36/288 and FM 1495 at the entrance to Port Freeport. The project was to diminish the interaction of Port bound or originating truck traffic and that of local non-commercial traffic. This would improve safety for all. A secondary purpose was to elevate the roadway over a planned rail line to diminish the interaction of road and rail traffic. The major concern for the project was potential impacts to wetlands and jurisdictional waters of the United States.

### **Surface Water Treatment Plant**

Richmond/Rosenberg Local Government Corporation, TX

The project was the environmental clearance documentation for an EPA-funded land acquisition. The Richmond/ Rosenberg Local Government Corporation had applied for grant money through the EPA to purchase land for the eventual construction of a Surface Water Treatment Plant. Under EPA requirements, the purchase of the land, the construction and operation of the plant (including financials), the source and conveyance of raw water from the Brazos River (including pump station), and the distribution of finished water were examined for environmental impacts, including indirect and cumulative impacts.

### **SH 183 Corridor Alternatives Analysis**

Dallas, TX.

The purpose of this project was to expand the capacity and improve the efficiency and safety of the highway. Major concerns included displacements to residences, businesses, and various institutional uses, as well as early acquisitions of ROW. My role was in writing the Indirect Impacts and Cumulative Effects Analysis.



## OTHER PROFESSIONAL EXPERIENCE



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### **SH 288 (Houston to Freeport) Corridor Feasibility Study**

Harris and Galveston Counties, TX.

The purpose of this study was to develop long-term recommendations for the expansion of capacity for SH 288 and to examine measures that could increase safety throughout the corridor.

### **Metropolitan Transportation Plan Update, Wichita Falls Metropolitan Planning Organization**

Wichita Falls, TX

#### **Environmental Specialist**

Transportation planner for the preparation of the plan updates. Project involved inclusion of all new and existing projects and coordination with State, County, and Local government representatives, as well as multiple public meetings.

### **Metropolitan Transportation Plan Update**

Victoria Metropolitan Planning Organization, Victoria, TX

#### **Environmental Specialist**

Transportation planner for the preparation of the plan updates. Project involved inclusion of all new and existing projects and coordination with State, County, and Local government representatives, as well as multiple public meetings.

### **Ellington Field Master Plan, Houston Airport System**

Houston, TX

#### **Environmental Specialist**

The purpose of this study was to prepare a long-term land use development plan for Ellington Field. I prepared the Comprehensive Land Use Inventory of the facility, including all permanent and temporary structures for all tenants of the facility (i.e. US Coast Guard, NASA, Texas Air National Guard Texas Army National Guard Cliff Hyde Flying Service).

## OTHER PROFESSIONAL EXPERIENCE



### **SH Loop 336 from IH-45 to FM 3083**

Conroe, TX

#### **Environmental Specialist**

The project was the expansion of SH Loop 336 East from five-lane divided and undivided sections to six-lane divided roadway. The project was controversial due to proposed raised medians and greater congestion along other state routes in the community. My primary responsibility was verifying existing conditions for potential further analysis prior to the Public Hearing as well as all aspects of work and outreach involved in holding the project's final Public Hearing.

### **US 90A One-Way Streets**

Rosenberg, TX

#### **Environmental Specialist**

The project was the reconstruction of the interchange of SH 36, US 90A, Spur 529, and Avenue I at the west end of Rosenberg, Texas to eliminate travel hazards, improve mobility, and correct drainage deficiencies. The project also included the reorientation of Avenues H (US 90A/SH 36) and I from two way to one-way pair and construct a cross-over at the east end of the traditional downtown Rosenberg. Interest was the early acquisition of ROW by Rosenberg to construct the cross-over. Also, displacement impacts would be experienced by several businesses (including two that provide services to handicapped persons) and one residence.

### **CR 48 and CR 58 Environmental Assessments**

Brazoria County, TX

#### **Environmental Specialist**

The purpose of these County projects (3 in total) was to increase capacity, safety, and mobility. The community was very supportive of the project primarily because it provided a safe route for children to walk to the local elementary school. Two rounds of public meetings were held. The community was strongly Hispanic/Latino; the local church was integrally involved in getting awareness of the meetings out to the community. To facilitate more involvement of the community, comment cards were distributed through the school. A combined total of more than 200 comment cards was received.

### **Friendswood Link Road**

Friendswood, TX

#### **Environmental Specialist**

This project was an expansion of an existing two-lane undivided facility to a four-lane median-separated facility. Attention was paid to impacts related to impacts to archaeological resources due to expansion of the bridge crossing of Clear Creek. Also, of concern was the interaction of school children now needing to cross a four-lane facility to access the local elementary school.

### **CR 257: Blue Water Highway Emergency Restoration and Ultimate Revetment**

Brazoria County, TX

#### **Environmental Specialist**

The project was performed in two stages. The landfall of Hurricane Ike in 2008 caused extensive damage to Gulf coastal areas within Brazoria County, including CR 257 (Blue Water Highway). Mr. Kroeker conducted a study for the emergency reconstruction of CR 257. The need for the immediate reconstruction was two-fold. 1) Allow people safely back into the area to reconstruct their homes, businesses, and lives. 2) The road is the only direct link between Surfside Beach and Galveston and is heavily used by private and commercial traffic originating in the coastal towns of Freeport, Clute, and Lake Jackson, as well as Surfside Beach. The shortest alternative route is nearly 100 miles. High priority environmental concerns pertained to coastal conditions such as a T&E species habitat preservation, dune reconstruction, and historical and archaeological resources.

**Phase Two** of the project was a permanent reconstruction of sections of CR 257 that are most susceptible to future storm erosion. This included constructing subterranean revetments to ensure that future undercutting of the roadway could not occur. High priority environmental concerns again pertained to coastal conditions such as a T&E species habitat preservation, dune reconstruction, and historical and archaeological resources. Both phases required a CE document. A public meeting was held for the project.

## OTHER PROFESSIONAL EXPERIENCE



### **FM 524: Sweeny Refinery Bypass**

Sweeny, TX

The project was to divert FM 524 away from the ConocoPhillips Sweeny Refinery Complex, where increasing traffic and climatic conditions result in increasingly dangerous interaction between private motorists and refinery traffic and personnel. I was responsible for the ICI section of the EA, as well as aspects of permitting, and all aspects of work and outreach involved in holding the project's final Public Hearing.

### **Cane Island Parkway at IH 10**

Katy, TX.

Construction of Interim Entrance and Exit Ramp System for Future Cane Island Parkway and Donation of ROW for IH 10. The project was to allow motorists easier access to development along the IH-10 westbound frontage road. In addition to this, the dedication of ROW would allow TxDOT to widen the IH-10 corridor in the future. Also, the entrance and exit ramp system would provide access to the future Cane Island Parkway.

### **Kluge Road**

Harris County, TX

This project was the expansion of a two-lane undivided facility to four lanes with a raised and landscaped median. The purpose of the project was to relieve present and future traffic congestion for safe and efficient access to the areas served by Kluge Road. The project was limited in scope and included a Phase I Environmental Site Assessment, a Wetland Assessment and Delineation, a Threatened and Endangered Species Assessment, a Historical, Cultural and Archaeological Review, and research of a Harris County Flood Control District (HCFCD) detention facility site.

### **Mount Houston and Lake Houston Parkway** (East Mount Houston Road)

Harris County, TX

Harris County proposed to reconstruct the two-lane undivided facility into a four-lane median and continuous left-turn lane separated facility. The project was limited in scope and included a Phase I Environmental Site Assessment, a Wetland Assessment and Delineation, a Threatened and Endangered Species Assessment, a Historical, and Cultural and Archaeological Review.

### **Katy/Fort Bend Road**

Harris County, TX

This project was the re-evaluation of a previous EA for expanding a two-lane undivided roadway to a four-lane divided roadway. The re-evaluation was required due to new concerns related to potential hazardous materials, wetlands, and threatened and endangered species.

### **Dulles Avenue,**

City of Sugar Land, TX

This project was an expansion of capacity, as well as an effort to bring the roadway to current standards. The project also included the optimization of several signalized intersections as well as expansions of turn bays. A major emphasis was to improve pedestrian conditions for children commuting by foot or bicycle to Dulles Elementary to High Schools and Mamie George Public Library.

### **Allen's Landing Phase II Redevelopment**

Houston, TX

The purpose of this project was to complete the phased reconstruction of Houston's historic Allen's Landing, the original harbor for the city.

## OTHER PROFESSIONAL EXPERIENCE



### **Sunset Coffee Building (at Allen's Landing)**

Houston, TX

#### **Environmental Specialist**

The Buffalo Bayou Partnership (BBP) requested a CE for acquisition of materials and equipment pertinent to the reuse of the Sunset Coffee Building to house offices, meeting rooms, concession and park equipment rental area, and rooftop observation deck. As the BBP was justifying the project in part as necessary for alternative transportation, a CE was prepared to meet TxDOT funding requirements for CMAQ. The critical issue became the eventual treatment of the historic structure. Mr. Kroeker worked closely with the THC, BBP, and engineer to satisfy concerns.

### **Palisade Palms, East Beach Development**

Project Galveston, TX

#### **Environmental Specialist**

This project was the construction of two high-rise residential towers on the east end of Galveston Island, in an ecologically sensitive area. Because of a court case, the project required the development of an Indirect Impacts and Cumulative Effects Analysis. The project conducted for the U.S. Army Corps of Engineers resulted in a model by which the Corps can measure other projects.

### **Steinman Lift Station and Sanitary Sewer Collection Line**

Baytown, TX

#### **Environmental Specialist**

The City of Baytown is in the process of modernizing various elements of infrastructure. A sanitary sewer line originating in south Baytown and T-intersecting with a main line at IH 10 was planned for upgrading. We examined three potential routes for southern portions of the new line, plus reviewed the proposed location for the remaining line. The project was limited in scope and included a Phase I Environmental Site Assessment, a Wetland Assessment and Delineation, a Threatened and Endangered Species Assessment, a Historical, and Cultural and Archaeological Review.

### **Bolivar Peninsula**

Galveston County, TX

#### **Environmental Specialist**

This project was the construction of a beach-front residential project on the western tip of Bolivar Peninsula, Galveston County, in an ecologically sensitive area. Working from previous success, an Indirect Impacts and Cumulative Effects Analyses was prepared that ultimately included the majority of Bolivar Peninsula.

### **Islands of Rockport**

Rockport, TX

#### **Environmental Specialist**

This project was the construction of a beach-front residential project. Again, the resulting Indirect Impacts and Cumulative Effects Analyses ultimately covered a large area of the Rockport Peninsula.

### **Methodist Hospital West Houston**

Harris County, TX

#### **Environmental Specialist**

The project was a deceleration lane to allow safe movement onto the hospital campus from IH 10 westbound frontage road.

# PROFESSIONAL EXPERIENCE



## **IAH Chilled Water Pipeline System**

Houston, TX

### **Principle Lead**

Construction management, inspection services, and traffic control for the dual 40-inch chilled water pipeline system at Houston Intercontinental Airport. The project encompassed constructability reviews, site logistics, storm water pollution prevention planning, permitting, document control, AQ/AC inspections, weld mapping, structural and concrete inspections, and coordination of concrete testing.

## **Southwest Water Treatment Plant**

Houston, TX

### **Project Manager**

Project manager handling design for installation of new mechanically and one manual bar screens in existing effluent channel. Gave oversight of preparation of structural drawings depicting support system for screening, wash/dewatering conveyors and collection system and details for constructing a bypass around existing bar screens. TLC prepared memorandums summarizing the results of the concrete evaluation and developed a design for constructing a new corrosion resistant lining for the influent channels that would restore potentially damaged concrete and project for future corrosion.

## **Shreveport Rail Extension**

Shreveport, LA

Provided design services for two projects, the Riverline and Bentler Rail Improvements Projects for the CADD0/ Bossier Port Commission in Shreveport, Louisiana

## **Chevron Corporation**

Houston, TX

### **Project Manager**

Project manager (MEI) handling cost estimating and scheduling for myriad of pipeline and facilities projects in chevrons gulf coast region. This included the \$140 million filing for the \$40 million chandelier pipeline and compressor system.

## **Pasca Goula Refinery Detention Pond and Water Line**

Prepared estimates, design and oversight for installation of dual 30-inch water supply/ return lines for refinery process tower.

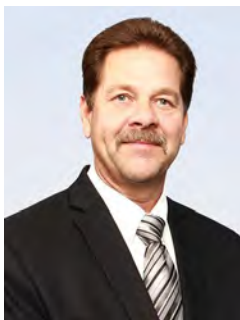
## **Chacahoula Salt Water Disposal Line**

Design and coordination of installation of 3 miles of 16-inch salt water disposal pipeline at Chevron Chacahoula compressor station.



# Bill Buckmaster

## SENIOR CONSTRUCTION PROJECTMANAGER



### QUALIFICATIONS

In his role as Senior Construction Project Manager, Mr. Buckmaster manages the Construction Management and Inspection functions for TLC Engineering projects. Exceptional leadership skills enable him to inspire his teams with the energy to achieve successful results, and to create strategies and solutions that reduce costs, improve efficiencies,

support organizational goals and maximize technology investment. His accomplishments in defining, building and optimizing infrastructure plans and operations are well known within the industry.

### PROFESSIONAL EXPERIENCE

#### Northeast Water Purification Plant Expansion

Houston, TX

##### Construction / Operations Manager

As the construction manager, Mr. Buckmaster would coordinate the contractual obligation to provide qualified inspector's for Houston Waterworks Team (HWT). His role was to work with HWT Construction Quality Manager/Team in the assignment of any inspector to the project. He managed day to day activities and concerns pertaining to the HWT inspectors and HWT management. Routine reviews of inspector's report for quality of content. Mr. Buckmaster was responsible for making sure the inspectors analyze and solve quality problems, prepare inspection and testing plans and instructions, prepare field procedures, train inspectors, perform audits and analyze quality costs and other quality data.

#### City of Houston HR Green Planning Phase

Houston, TX

##### Construction / Operations Manager

Water Piping System Survey phase 1, 2, and 3 for the City of Houston Public Works and Engineering department. This inspection contained piping inspections from piping that was installed from the 190's to current. Which also included pavement conditions and ROW's. Assigning rating (PCR's) to all inspected pavement. Providing all perinate information available on Extreme Event 100 year adequacy of storm sewer system.

### EDUCATION

#### Rose State College

Midwest City, OK

Bachelor of Science in Construction  
Management

### CERTIFICATIONS

Metro Track Safety Training

Industrial Maintenance  
Technology

Industrial Electricity

HAZWOPER

ISO 100 and ISO 200

Government Clearance

Confined Space Entrant  
Attendant, Rescue



# PROFESSIONAL EXPERIENCE



## **North Fort Bend Water Authority- Water System Evaluation**

Houston, TX

### **Construction / Operations Management**

A system evaluation was completed for North Fort Bend Water Authority (NFBWA) current water system from source to delivery this included source take point, meter/flow control station at Bellaire Stations, Bellaire Pump Station, surface Water Transmission System, Meter/flow control stations, and this evaluation included 28 water treatment plants in Houston. This current transmission system is approximately 51 miles of water transmission pipelines ranging in size from 6 inches to 48 inches in diameter. This inspection included driving and walking all 270,000 feet searching for visual signs of leaks, valves and manhole conditions serving 22 utility districts.

## **Midtown Superblock Parking Garage**

Houston, TX

### **Construction Manager**

Construction management and inspection services for the parking structure, as well as concrete and steel testing, for a complex project with the parking facility beneath a 3-acre park and adjoining 90,000 sq. ft. residential mid-rise building.

## **ISD Main Street: Metro Utility Coordination**

Houston, TX

### **Construction Management**

Mr. Buckmaster supervised all the inspections and testing coordinating all aspects of the project with the owners, Mr. Buckmaster also has completed the Metro's Track Safety Training class, TLC provided Construction Management services for the Metro Houston – Metro Light Rail project. Metro and Utility Companies for issues pertaining to the relocation of utilities and utility data.

## **Tornado Eagle Pass**

Houston, TX

### **Construction Project Manager**

Mr. Buckmaster was contracted under CH2MHILL on this project to do site evaluations and assessments for future trailer placement. On this project, Mobile homes and travel trailers were utilized as part of the housing mission. Managing the installation of the Mobile homes and travel trailers, performing all required inspections per FEMA regulations. He performed the orientations with the client explaining the requirements, rules, and regulations that come with the FEMA housing unit. This included a walk-through of the unit explaining all the functions of the including fire protection for trailer.

## **Houston Housing Authority Remodel**

Houston, TX

### **Construction Advisor**

Provided Construction Consultant services to the Houston Housing Authority. Which includes project team coordination and management, constructability reviews, cost accounting, budgeting, scheduling and reporting for a 4-story office building on the Fountainview Complex. This project entails a total rehabilitation including upgrade of the electrical and HVAC systems

## **Holman Street Pedestrian Enhancements**

Houston, TX

### **Construction Manager**

Comprehensive pedestrian improvements in Midtown Houston, encompassing sidewalk, curbs, lighting landscaping and other amenities.

# PROFESSIONAL EXPERIENCE



## **Historic Dowling Street Reconstruction**

Houston, TX

### **Construction Manager**

Construction management and inspection services for the major reconstruction of Dowling Street, including design and construction, installation, roadway improvements, signalization, public utilities, sidewalk enhancement, streetlights, streetscape, pedestrian amenities, and storm sewers.

## **Houston Housing Authority, Siemens Industry, Inc.**

Houston, TX

### **Construction / Operations Manager**

Provided guidance to the subcontractors, auditing and ordering lighting fixtures for 18 low income Housing Authority properties. Scheduling all installation crews as properties became available to complete installation. Preparing AIA for billing, and tracking completed properties. Also working closely with Siemens management staff throughout the project.

## **SHC/ Deepwater Fairway Energy Realignment**

Houston, TX

### **Construction / Operations Manager**

As the Construction / Operations Manager, Mr. Buckmaster along with CenterPoint Energy (CNP) Network Transport Design and Deployment required construction inspection of a new 144 strand fiber cable and associated ducts and pullholes between a pullhole approx. 600 feet south of the centerline of Allen Genoa Road north 11,725 nfeet (2.2 miles) to a pullhole just north of Lakin Road in the Center Point Energy Transmission Fee Strip. This work is necessary at this time to vacate a section of right-of-way that has been dedicated to the construction of a Fairway Energy Pipeline.

## **Marathon City Hall Office and Council Chambers**

Houston, TX

### **Construction Superintendent**

Analyzed survey reports, maps, blueprints and other topographical and geologic data to effectively plan projects. Facilitated construction by mapping out installations and establishing reference points, grades and elevations. Conducted engineering site audits to collect structural, electrical and related site information. Evaluated construction design information such as detail and assembly drawings, design calculations, system layouts and sketches or specifications. Conducted all critical pre-installation conferences with general contractors, subcontractors, consultants and manufacturer's representatives. Conducted daily safety meetings.

## **Fuels Division**

Houston, TX

### **Construction Superintendent**

Installed fuel control canopies, removed and installed new Dabico Lids, installed canopy footers, sealed tank containment pits, installed diesel and mogas fuel lines, installed fuel separators, installed explosion proof lighting and switches, demo rollover curbs, concrete forming and finish work, rebar, and fiberglass pit risers.

## **Residential Construction Repair Services for Disaster Recovery**

Houston, TX

### **Construction / Operations Manager**

FEMA funded and outsourced through GLO, Mr. Buckmaster was herein obligated to perform services for Contractor in accordance with their proposal as well as the stipulations and requirements as set forth in the Prime Contract. It was anticipated that the homes eligible for rehabilitation would require an array of repairs ranging from minor to major. Each repaired structure would vary, but may include, although not limited to interior repairs, exterior repairs, electrical/HVAC, plumbing, and accessibility related repairs.

# PROFESSIONAL EXPERIENCE



## **Hurricane Ike**

### **Construction Project Manager**

Mr. Buckmaster was contracted to BTE Global Services under CH2MHILL as a Project Manager/ Construction Manager on this project. He managed all aspects of the project, starting with the permit process, working closely with the townships to ensure all required permits were pulled per FEMA specifications. As well as managing all aspects of the project, from permitting to managing the installation of the units, including all utilities, HVAC systems, stairs, required ADA ramps, to the signing over to the client. Overseeing all safety and Quality aspects of the project to ensure all protocols have been followed.

## **Hurricane Katrina**

MS, Texas

### **Construction Project Manager**

Mr. Buckmaster's career in disaster recovery started on September 29, 2005 with the arrival of Hurricane Katrina to the East coast. He relocated Buckmaster Construction from Shawnee Oklahoma to Menge Mississippi. Where he began with installing FEMA travel trailer along the East Coast under Beck Disaster Recovery. He also coordinated the installation of approximately 180 travel Trailers, included in the installation, was set up, leveling of the trailer, Plumbing, temporary power poles, and final inspection by FEMA and the Corp of Engineers until the completion of the project. Hurricane Rita, Texas, 2005.

Mr. Buckmaster was hired by McDonald Mobil Homes who was contracted under CH2MHILL to do installs of temporary Housing units. He managed all aspects of the installation process from delivery to installation completion. Setting all units per FEMA specifications, including HVAC, plumbing and temporary power pole installation. Coordinating all inspections with FEMA and the Corp of Engineers to completion for sign off temporary housing unit.

## **Hurricane Katrina**

Texas

### **Construction Project Manager**

After the completion of the travel trailer installs in Mississippi, Mr. Buckmaster relocated his crews to Jasper, TX where they worked under McDonald Mobile Homes. McDonald carried the contract under CH2MHILL for the duration of the contract, continuing travel trailer installations throughout the Texas gulf coast. The crew would perform trailer installations and deactivations of travel trailers till the completion of the project. After completion of the Jasper, TX project under McDonald and CH2MHILL, Mr. Buckmaster and his crew were hired by TLC Engineering. TLC Engineering, Inc. was also contracted under CH2MHILL as travel inspectors. The crew performed site assessments, checking locations suitable for travel trailer placement, locating all electrical line and plumbing accessibility for trailer placement. Coordinating the installation of the travel trailers with the property owners, CH2MHILL, FEMA, and the Corp of Engineers till the completion of the project.

# Vincent Griggs

## INSPECTOR/ HEALTH & SAFETY



### QUALIFICATIONS

Mr. Griggs serves as Senior Inspector and Health & Safety Director for TLC Engineering. He is a certified OSHA Trainer and a certified COH public utility inspector and has many years of experience on City projects. He is a visionary leader with a track record for defining, building and optimizing, best-in-class infrastructures and operation. He has a reputation for reducing cost and making improvements to support organizational goals and maximize the technology investment.

### PROFESSIONAL EXPERIENCE

#### **Caroline-Elgin Street Reconstruction/TLC Engineering Inc.**

Houston, TX

##### **Relief Inspector – QA/QC**

Reconstruction of concrete roadway consisting of a 2-lane roadway with curb and gutter, curbside parking lanes, storm sewer, water lines, sanitary sewer lines, bike lane, landscape and streetlight improvements. (Budget \$12.3M)

#### **Yorkshire Drainage & Paving Improvements**

Houston, TX

##### **Inspector – QA/QC**

Project provides for the right-of-way acquisition, design and construction of storm drainage improvements necessary concrete paving, curbs, sidewalks, driveways and underground utilities to serve the Nottingham and Yorkshire areas, Buffalo Bayou watershed. Additionally, the project will address and reduce the risk of structural flooding and improve street conveyance and sheet flow provide sententious as needed for mitigation. (Budget \$5.3 M)

#### **Historic Dowling Street Reconstruction, TIRZ 7**

Houston, TX

##### **Inspector – QA/QC**

Reconstruction of Dowling Street from just north of Elgin to McGowen Street, the construction of reinforced concrete curb and gutter pavement, sidewalks, wheelchair ramps, driveways, storm sewer (2655 LF), sanitary sewer (1615 LF), water lines, landscaping, including landscaping and replacement of sidewalks (proposed width: 6 feet), bio-swales, rain gardens, sodding, and tree planting and protection. AT&T fiber conduit installation, Centerpoint electrical pole foundation installation (Budget: \$3.6M)

### EDUCATION

#### **Baylor University**

Waco, TX

Bachelor of Arts Criminal Justice

#### **Southern Methodist University**

Dallas, TX

Cox School of Business

### CERTIFICATION

#### **Graduate Certification**

**City of Houston** – Construction & Utilities Department of Public Works & Engineering

#### **OSHA Certified Trainer**

#G0065098

Turner School of Construction Management

### Relevant Projects

- Aldine AISD – Senior Inspector
- Midtown Portals – Senior Inspector
- Midtown Parks – Senior Inspector
- Houston Community College (HCC)
- Hurricane IKE – Health & Safety Director
- City of Houston (COH) Weed and Debris removal – Project Manager
- City of Houston Weatherization Contract (REEP) – Project Manager
- City of Houston (COH) Residential Energy Efficiency Program (REEP) – PM
- Hurricane Harvey – Health & Safety Director





## PROFESSIONAL EXPERIENCE

### **TLC Engineering, Inc.**

Houston, TX

#### **Project Manager – City of Houston**

Managed and Supervised the Residential Energy Efficiency Program (R.E.E.P), funded by TDCHA for the City of Houston, TLC embarked on a broad-based energy efficiency program targeted at the residential sector to promote and administer westernization of existing single-family and multi-family homes within the city limits. Supervised selection and scheduling of sub-contractors in completing weatherization measure, final and post inspections, health & safety training. (Budget \$2.5M)

### **TLC Engineering, Inc.**

Houston, TX

#### **Construction Inspector – Houston Community College**

Renovation and Historic reconstruction of San Jacinto High School building to ensure that new construction, changes, or repairs comply with local and national building codes and ordinances, zoning regulations, and contract specifications. Provide inspections ranging from construction inspections, quality assurance inspections and, conducting safety training. (Budget \$18.3 M)

### **TLC Engineering, Inc.**

Houston, TX

#### **Operations Manager**

Under the direction of the Chief Financial Officer supervised the centralized payroll department at TLC. Responsible for directing the activities of all payroll staff, developing and monitoring all tasks necessary to accomplish the company's payroll processing objectives, including relationships with internal and external state, Federal (FEMA) and Beck Disaster Recovery, Inc. agencies. (Budget \$28.5M)

### **Five Central**

Houston, TX

#### **Construction Manager**

Ensure quality construction standards and the use of proper construction techniques. Oversee and direct re-construction projects from conception to completion. Review the project in-depth to schedule deliverable and estimate costs. Oversee all onsite constructions to monitor compliance with building and safety regulations. Coordinate and direct construction workers and subcontractors. Review the work progress daily. Prepare external reports to owners pertaining to job status. (Budget \$500,000)

### **TLC Engineering, Inc.**

Houston, TX

#### **Health & Safety Director**

As Safety Director, he audits and reviews programs and procedures and ensures compliance of OSHA, MSHA, DOT, EPA and State DEQ requirements. Provides technical safety and health support to the construction field divisions and Debris monitoring subcontractors. This position directs Environmental, Health Safety & Security efforts for TLC Engineering. Fosters a collaborative working environment to encourage safe work practices. Conducts accident investigations as necessary including assessment of causal factors.

**Hurricane Ike - September 2008 -December 2009**

**Hurricane Harvey - August 2017 - March 2019**

# Shanti (Tae) Vann

## HUMAN RESOURCES



## QUALIFICATIONS



Ms. Vann is a dedicated and focused Operations Manager (OM) and Human Resources (HR) Administrator, dedicated to continuous improvement of TLC's disaster recovery personnel onboarding, in face of this rapidly evolving and changing market. She is extremely results-oriented and proactive in addressing and resolving OM & HR problems. She excels at prioritizing, completing multiple tasks simultaneously, and following through to achieve in-house recovery project goals. In this capacity she answers a high volume of incoming calls while handling in-person inquiries from clients and colleagues.

## EDUCATION

**Oakwood University**  
Midwest City, OK  
Bachelor of Science in  
Construction Management

## SKILLS

**Brink's In-house Proprietary Cash  
Management Software**  
**Adobe Acrobat 8.0**  
**Microsoft Windows 10**  
**Outlook**

## PROFESSIONAL EXPERIENCE

**Hurricane Harvey – Debris Removal Monitoring Operations**  
Houston, TX  
**HR Manager**

Following Hurricane Harvey, TLC was responsible for rapid hiring and deployment of debris monitoring personnel. Personnel were trained for debris removal monitoring activities and verifying load eligibility. Monitors were responsible for ensuring that trucks are properly loaded and documented field observations, including recording and reporting on damage to surrounding area caused by removal crews. Monitors were trained to verify load tickets are use document weights and volumes of contractor vehicles. Ms. Vann's responsibilities included managing monitors' schedules and payroll. Ms. Vann personally reviewed and interviewed most of the recruits and ensured that all background checks and supporting documentation were properly and accurately completed and filed.

**Hurricane Harvey – Partial Housing Rehabilitation**  
Houston, TX  
**HR/Operations Manager**

During the Hurricane Harvey recovery program, TLC was retained to provide construction management and inspection services for a GLO project to provide basic restoration of housing so that victims could move home and continue their improvement projects. Ms. Vann was responsible for scheduling and managing/monitoring contractors and crew members for a total of approximately fifty (50) individual construction and inspection sites.



**Brink's Security, Inc.**

Memphis, TN and Houston, TX

**Operations Manager**

Ms. Vann's involvement with Brink's Security, Inc. involved: Implementing new leverage systems, equipment and process redesign to drive continuous improvement in cost, quality and efficiency; Providing first line supervision to Cash Logistics team members; Maintaining safe and secure environments with the goal of ensuring all employees work and return home safely; and Maintaining positive employee relations and advancements by utilizing daily work performances boards to display improve employee process and performances. She also performed business planning and development, facility management and staffing activities; Maintained and provided quality customer service and good communications with customer base; and Maintained accurate employee schedule and employee performance evaluations. Ms. Vann: Performed daily operations in the cash and/or vault areas including but not limited to verification, change order preparation, inventory management, opening and closing of facility and vault check in/out; Resolved issues affecting production, escalating to the supervisor or management if necessary; Ensured maximum product quality in a timely fashion; Trained employees as necessary; and Maintained orderly and clean work areas.

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## PROFESSIONAL PROFILE

Mr. Davis currently serves as a Project Manager supporting the State of Massachusetts Department of Emergency Management. He is currently assigned to the JFO operating as the Assistant Public Assistance Officer for the State. In this role he is directly responsible for the disaster recovery process using the new FEMA model for DR-4372 & DR-4379 which is approximately \$80 million as well as 11 open projects that require Closeout totaling over \$150 million. Mr. Davis has been appointed the lead role on the Coastal Resiliency Team which he directly oversees the formulation of coastal damage project worksheets and providing Subject Matter Expertise for navigating through the tedious and complex FEMA disaster recovery process. In this role he is also providing guidance to applicants on how to maximize their funding opportunities through other disaster related grants and programs.



## REPRESENTATIVE EXPERIENCE

### **Project Manager, DR-4332 Hurricane Harvey, City of Houston Subconsultant CDR Maguire, 2019 – Present:**

- Assigned as Project Manager to provide FEMA expertise in maximizing reimbursement for the underground utility system
- Manages a team performing site inspections and develop damage assessments reports
- Will develop Mitigation options for City of Houston to make City more resilient
- Task to come up with approach methodology for all Contractors to follow to document the damages Hurricane Harvey caused to the Utility system

### **Project Manager/Assistant Public Assistance Officer, DR-4372 & 4379 MA Severe Winter Storms CDR Maguire, 2018 – Present:**

- Assigned to the JFO for the State of Massachusetts and operates as the Assistant Public Assistance Officer
- Currently working as Lead of the Coastal Team for the State and Coordinating the recovery efforts of all the applicants with coastal damages such as Seawalls, Beach Erosion, Dunes/Berms and Piers
- Oversees the QA/QC of all FEMA RPA's and project worksheets once it enters the State que
- Manages the Closeout team for 11 Open disasters and works Closely with applicants throughout the State to ensure they receive funding
- Manages team responsible for ensuring all projects are FEMA eligible and payments are processed from the State smart link account.

### **Production Manager, DR-4337-FL, Hurricane Irma CDR Maguire, 2017 – 2019:**

- Overseeing the production of over 20+ staff providing recovery and grant management services for all PA Projects
- Worked closely with client to perform eligibility reviews for all categories of work
- Performed QA/QC of all FEMA applications and project worksheets before submittal into the Grants Portal
- Implemented creative tactics to reduce the County overall cost while maximizing recovery

### **Project Manager, DR-4255-Tornado and Flooding, City of Rowlett, TX CDR Maguire, 2016 – 2018:**

- Serves as CDR Maguire's primary representative to the City of Rowlett

## YEARS OF EXPERIENCE

Owner: Since 2013

Total: Since 2005

## EDUCATION

BS – History, Minor in Political Science, University of West Alabama

## CERTIFICATIONS

24hr Hazwoper Certificate, IS-630, IS-634, IS-632, IS-292, IS-100, IS-200, IS-235, IS-393, IS-276

## TECHNICAL EXPERTISE

- Public Assistance
- Debris Monitoring
- CDBG-DR
- PW Writing



- Worked with the City and FEMA to conduct site visits, develop Project Worksheets, and identify hazard mitigation opportunities
- Led CDR Maguire's project team as well as staff members from subconsultant firms
- Implemented creative tactics to reduce the City's overall cost (using donated resources to eliminate the local match)

**Project Manager/Grant Manager, DR-4145-CO Flooding, CDR Maguire, 2016 –2017:**

- Serves as a Grant Manager for Boulder County, CO.
- Primary function is to facilitate the Scope and Version Process of all Category C PW's.
- Works closely with FEMA to ensure all scope changes and cost are reconciled
- Provides subject matter expertise on the FEMA process

**Assistant Project Manager, DR-4250-Missouri Severe Storms, Tornadoes, Straight-line Winds, and Flooding – Metropolitan St. Louis Sewer District, MO:**

- Serves as the assistant project manager for the CDR Maguire team representing the fourth largest sewer district in the country with their Public Assistance needs.
- *Assisting the Sewer District manage over \$10 Million in obligated funds by reviewing all FEMA PA PWs for accuracy and mitigation opportunities.*
- Leading the team in developing an applicant friendly process to track projects which will allow complete oversight of the scope and version process

**Assistant Project Manager, DR-4145-CO, CDR Maguire, 2013 – 2016:**

- Assisted clients with cost recovery associated with federally declared declaration 4145 Colorado severe storms, floods, landslides and mudslides
- Worked closely with FEMA to ensure PW's captured all eligible funds available
- Wrote PWs for all categories of work and developed Hazardous Mitigation Proposals in order to make damaged sites more resilient
- Focused on educating the applicant on the FEMA PA program
- Assisted Larimer County, Colorado in the development of FEMA Local Hazard Mitigation Plans
- Oversaw the formulation of all PW's for Larimer County
- Responsible for the versioning of over 55 Project Worksheets
- Managed all projects accepted into the FEMA Pilot Alternate Alternative Program
- Managed an initial \$39 million dollar recovery effort which is expected to double before project is closed out

**Project Specialist/Public Assistance Coordinator, DR-4138-FL, DSI, Inc., 2013:**

- Worked directly with County entities in Holmes and Washington County in Florida to ensure that they received the exact amount they were entitled from FEMA
- Worked with FEMA on site visits and assisted in writing PW's for damages from the severe rain and flooding event
- Worked closely with FEMA to ensure all State agencies specifically FDOT PW's were written to FDOT codes and standards
- Assisted in educating the applicant on the PA process and made sure their documentation was in order to go with each PW
- Gained experience as a PAC for the Panhandle of Florida reviewed PW's before they were entered EMMIE
- Developed system to track project expenditures to ensure all documentation was captured that is needed for the Scope and Version process
- Worked closely with FEMA PAC to ensure all issues were addressed in a timely manner and applicant was kept up to date on all issues



**Project Specialist, DR-4068/4084-FL, DSI, Inc., 2012-2013:**

- Worked directly with counties (including Bay County) and PNP's throughout the Florida panhandle that applied for the FEMA Public Assistance program after TS Debby and Hurricane Isaac
- Worked with FEMA on State agencies PW's to get FDOT reimbursed from Tropical Storm recovery efforts
- Worked with applicants to ensure that all documentation was accurate and in proper format in order to seek reimbursement from FEMA
- Assisted in educating the applicants on the PA process and worked closely with my FEMA counterpart to make sure the applicants received exactly what they were entitled
- Wrote PW's for small projects in County's affected by T.S. Debby and Hurricane Isaac
- During Hurricane Isaac, began to work on close-outs for the State of Florida, while still performing my duties as a Project Officer
- Assisted in collecting all documentation needed to close out county entities throughout the pan handle of Florida

**Field Manager, Deep Water Horizon Spill, BP, Inc., 2010 – 2011:**

- As Field Material Coordinator, coordinated the export and import of equipment and material used in the oil spill clean-up in Mississippi
- Responsible for sourcing material, goods, and services to ensure BP was getting a fair price. Negotiated contracts with rental companies and sourced other services and material to ensure BP was getting normal contract rates.
- Managed several of BP contractors and made sure they worked safely and were trained properly to perform their daily task
- As Mississippi Field Manager, managed, trained, and did scheduling for all the personnel within the Resource Division
- Kept an accurate inventory of all the equipment and material used for the clean-up efforts for the oil spill
- Managed 7 staging yards throughout the state and insured Operations had the equipment needed for the clean-up efforts
- Oversaw the demobilization of equipment and personnel for the MC-252 Response in Mississippi
- As a Staging Lead, responsible for keeping an accurate account of the entire equipment and material inventory
- Managed, trained, and did scheduling for all the personnel under the Resources umbrella in the (ICS) Incident Command System in Jackson County
- Worked with Logistics to ensure equipment and material was exported/imported as needed for the clean-up efforts throughout the MC-252 Response

**Debris Monitor/Quality Control Inspector, DR-1604-MS, Neel Schaffer, 2006 – 2009:**

- Part of a three-member inspection team consisting of FEMA and MEMA representatives and myself. As a team we developed a system to effectively conduct initial inspections throughout Jackson County in Mississippi.
- As part of the team, responsible for putting together daily routes and making appointments with property owners to inform them inspection schedules
- Kept up with all the paperwork and communicated to the property owner what was eligible and ineligible to be removed according to FEMA guidelines
- Inspected each property making sure all debris, hanger and leaners, trees were removed that were marked and stumps were cut and marked properly.
- Made certain that the homeowner was completely satisfied with the removal of trees from their property and that no damage occurred during the process
- Managed over 50 debris monitors and did scheduling for all the monitors working in Jackson County, MS



- As the Safety and Quality Control Inspector, inspected debris moved to the right of way by homeowners and businesses to determine whether debris was eligible for removal according to FEMA guidelines
- Set appointments with homeowners to answer questions about eligibility of material before they moved it to the right of way
- Followed up behind work crews to ensure that no damage had occurred to the streets or sidewalks where contractors were performing work. If damage had occurred, reported and documented the issue
- As a Debris Monitor, supervised the removal of debris from the right of way in Jackson County, MS. Ensuring that the contractor hired to pick up the debris stayed within FEMA guidelines
- Determined whether debris was eligible or ineligible to be removed from the right of way while maintaining safety standards
- Supervised the removal of debris from private property in Jackson County. Communicated with the homeowners daily before and after the debris was removed from their property.
- Received asbestos training in order to supervise the demolition of homes and businesses in Jackson County. Ensured that each home or business was demolished according to FEMA guidelines and EPA regulations and safety standards
- Before the crews could begin cleaning up the debris in Gautier, MS, measured and validated the trucks being used in the disaster recovery process. Being sure that every truck was measured precisely, and the proper paperwork was filled out correctly

**Debris Monitor, DR-1604-MS, Global Employment(FEMA Contractor), 2005 - 2006:**

- Supervised the removal of debris from private property in Jackson County, MS. Communicated with homeowners daily before and after debris was removed from their property. Explaining what was eligible or ineligible for removal according to FEMA rules and guidelines
- Participated in a 2-week training on Debris Monitoring before beginning work as a debris monitor in Mississippi

**REFERENCES**

**Larimer County, CO Engineering Department**

**Rusty McDaniel P.E., Assistant County Engineer**

200 W. Oak Street, Fort Collins, CO 80521, (970) 498-5720, [mcdaniel@larimer.org](mailto:mcdaniel@larimer.org)

**Larimer County, CO Emergency Management**

Lori Hodges, Emergency Management Director

200 W. Oak Street, Fort Collins, CO 80521, (970) 498-7147, [HodgesLR@co.Larimer.co.us](mailto:HodgesLR@co.Larimer.co.us)

**Rowlett, TX-City of Rowlett Emergency Management**

Ed Balderas, Emergency Management Specialist

4701 Rowlett Rd, Rowlett, TX 75088, (214) 557-9506 [ebalderas@rowlett.com](mailto:ebalderas@rowlett.com)





## YEARS OF EXPERIENCE

12 Years of Experience

## EDUCATION

Ashford University Homeland Security & Emergency Management  
Covenant International University & Seminary Chaplaincy  
University of Sedona Holistic Life Counseling  
Certified Emergency Manager (GA-CEM)  
International Chaplain

## Emergency Management Institute Coursework:

S-1.a Emergency Manager: An Orientation to the Position  
IS-3 Radiological Emergency Management  
IS-5.a An Introduction to Hazardous Materials  
IS-18.13 FEMA EEO Employee Course 2013  
IS-20.13 Diversity Awareness 2013  
IS-21.13 Civil Rights and FEMA Disaster Assistance 2013  
IS-22 Are You Ready? An In-depth Guide to Citizen Preparedness  
IS-26 Guide to Points of Distribution  
IS-30.a Mitigation eGrants System  
IS-33.13 FEMA Initial Ethics Orientation 2013  
IS-35.13 FEMA Safety Orientation 2013  
IS-100.b Introduction to Incident Command System.  
IS-101.c Preparing for Federal Disaster Operations: FEMA  
IS-120.a An Introduction to Exercises  
IS-130 Exercise Evaluation and Improvement Planning  
IS-200.b ICS for Single Resources and Initial Action Incident  
IS-212.b Introduction to Unified Hazard Mitigation Assistance (HMA)  
IS-230.d Fundamentals of Emergency Management  
IS-235.c Emergency Planning  
IS-240.b Leadership and Influence  
IS-241.b Decision Making and Problem Solving  
IS-242.b Effective Communication  
IS-244.b Developing and Managing Volunteers  
IS-253.a Overview of FEMA Environmental and Historic Preservation Review Responsibilities

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## PROFESSIONAL PROFILE

Ms. Mullins has more than 12 years of extensive experience in all facets of disaster mitigation and recovery. Supervises personnel engaged in assisting local officials and community leaders in mobilizing human, natural, and economic resources with a primary objective of providing the maximum in assistance to disaster survivors. She's Skilled in the processes of federal grant formulation and technologies that position communities and infrastructures to recover and rebuild following disasters. In addition, she is active in the attendance of meetings, seminars, and conferences relative to community development programs and have earned the New York State Outstanding Achievement Award (Hurricane Sandy)

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## REPRESENTATIVE EXPERIENCE

### Risk Reduction Program Manager/Grants Management Supervisor Georgia Emergency Management & Homeland Security Agency

**11/2015- Present**

- Supervises preparation and administration of grants, applications, fees and budgets, compliance, procurement, and related education.
- Supervises a team of professional grant managers, which include field deployed staff, in
- performing a variety of grants management and administrative duties which include project grant development and implementation.
- Administers and oversees ongoing grant programs and related funds.
- Researches service needs and compatible funding sources, and prepares grant proposals or contracts.
- Coordinates the audit of expenditures of grant funds to insure that funds are spent according to stipulation, and deadlines are met.
- Functions as the primary contact and maintains a detailed database of financial information.
- Oversees the administration of and/or awards funds on behalf of agency or other grantors.
- Provides on-the job training and performance coaching for assigned staff.
- Provides technical/topical expertise, information, planning and problem resolution for grant- related activities.
- Provides technical assistance to state agencies and local governments related to Federal hazard mitigation grant programs.
- Monitors compliance to grant stipulations.
- Serves as lead hazard mitigation grants manager in the development of critical, urgent and high-level projects.
- Leads the supervision of local and state grant project identification, application, development and implementation.
- Interacts with all levels of government in a way that promotes respect, encourages cooperation and contributes to excellent performance.
- Maintain a consistent, high quality, customer-focused orientation when conducting and providing services or products to clients, the general public and other external customers.
- Served as a member of the State's Unified Command Group for DR-4259 & DR-4284.





**Emergency Management Institute  
Coursework: (continued)**

**11/2012 – 11/2015**  
**Public Assistance Task Force Leader**  
**Adjusters International (AI), Utica, NY**  
**New York State: 4085-DR- NY, Hurricane Sandy Long Term Recovery (SANLTR)**

E-0273 Managing Floodplain Development through the National Flood Insurance Program  
IS-276 Benefit-Cost Analysis (BCA) Fundamentals  
L-0276 Benefit-Cost Analysis: Entry Level Training  
IS-288.a The Role of Voluntary Agencies in Emergency Management  
IS-321 Hurricane Mitigation Basics for Mitigation Staff  
IS-362.a Multi-hazard Emergency Planning for Schools  
IS-393a Introduction to Hazard Mitigation  
IS-403 Introduction to Individual Assistance (IA) (DF-10)  
IS-546.12 Continuity of Operations Awareness Course  
IS-547.a Introduction to Continuity of Operations  
IS-548 Continuity of Operations (COOP) Manager  
IS-632.a Introduction to Debris Operations  
IS-634 Introduction to FEMA's Public Assistance Program  
IS-700.a National Incident Management System  
IS-800.b National Response Framework  
IS-907 Active Shooter: What You Can Do

- Managed New York State's Hurricane Sandy recovery operations to meet the long-term goals of the State and its applicants.
- Supervised and managed a team of Public Assistance Coordinators and Project Specialist by reviewing grant applications for feasibility to receive federal assistance.
- Provided managerial oversight in preliminary damage assessments with FEMA representatives; site visits, home inspections; review, evaluate, analyze and interpret guidelines to expedite re-occupancy and recovery of the applicants' communities.
- Provided technical assistance to New York City and County officials in writing grant applications in accordance with 44 C.F.R and Federal Statutes.
- Employed tracking systems to assure the delivery of assistance to the State and local officials were done in a timely and compliant manner.
- Supervised Public Assistance Staff on reviews, policy issues, and report formulation
- Directed Public Assistance Staff and the State by applying expert knowledge of program compliance requirements to help prepare applicants for closeout and ensure that they retain funding when work is complete.
- Directed applicants by navigating them through ongoing eligibility issues.
- Coordinated PA recovery with other sources of disaster relief funding and provide appeal support as required
- Maintained lines of communication and prompt correspondence with appropriate state and local officials and regional FEMA staff to address and resolve project issues and ensure timely alert to sub-grantees concerning time constraints of funding deadlines.
- Worked directly with FEMA, NYS, and NYC on the Sheltering and Temporary Essential Power (STEP) Pilot Program to ensure the protection of public health, safety and property from immediate threats and achieved an overall cost savings relative to traditional FEMA assistance programs.

**Reservist-Community Development Specialist II/Individual Assistance Coordinator  
North Carolina Division of Emergency Management/NC Public Safety**

**4/2011 – 8/2011**

- Prepared correspondence, reports, presentations and documents related to emergency management
- Worked along with FEMA's Individual Assistance, Community Relations, Hazard Mitigation and Public Assistance Departments.
- Worked as the State's Lead Housing Counselor along with FEMA to implement a rapid re-housing plan to find housing for the homeless disaster survivors in Wake County.
- Managed and supervised 15 Community Development Specialists for the State of North Carolina's Individual Assistance/Redevelopment Program.
- Directly supervised 13 Disaster Recovery Center Managers, providing exit interviews at regional DRCs. (DR1969 & Irene) April – October 2011 for a total of 2,040 hours.
- Monitored and reported on the housing status of over 284 households in counties that participated in the FEMA Transitional Sheltering Program in the aftermath of Hurricane Irene (2011).
- Managed and supervised staff for the State of North Carolina's SBA Task Force/Hotline.



**Consultant-Grants Manager/Certified Housing Counselor  
North Carolina Redevelopment Center**

**4/2004 – 3/2011**

- Provided Program Management and Technical Assistance (reporting and monitoring) for Crisis Housing Assistance Fund (CHAF) Projects: State Acquisition Relocation Funds (SARF) Supplements for Homeowners, Low-Income Home Replacement Program, Low-Income Home Repair and Rehabilitation (carried out in conformity with CDBG Housing Rehabilitation Standards), Small Business Administration Successful Grant Program (\$2 million allocated), Home Owner Relocation, Infrastructure for New Neighborhoods Program, Temporary Housing. Total funds allocated to CHAF housing projects \$836 million.
- Provided Technical Assistance to sub recipients with compiling NC Crisis Housing Assistance Funds (CHAF) documentation in compliance with all HUD/CDBG requirements.
- Provided support and technical assistance to over 38 North Carolina counties devastated by Hurricane Floyd (2004); assisted over 5,000 families with damage assessments, eligibility determinations and temporary housing, relocation, repair and replacement.
- Analyzed Title Opinions and Surveys.
- Participated in meetings with grantees and sub recipients to establish initial assessment of proposed recovery projects and activities to explain CHAF rules and regulations.
- Assisted grantees and sub recipients with compiling CHAF required documentation in compliance with all HUD/CDBG requirements.
- Provided technical assistance with review and oversight of funded projects through close-out.
- Coordinated the activities of personnel, consulting with local leaders to acquaint them with the various aspects of federal and state programs.
- Worked with officials and personnel at the state level, as required, in the analysis of proposed and on-going programs.
- Worked closely with internal & external partners to develop coordinated emergency plans.
- Prepared correspondence, reports, presentations and documents related to emergency management
- Worked along with FEMA's Individual Assistance, Community Relations, Hazard Mitigation and Public Assistance Departments.

**Branch Manager/Senior Loan Processor  
Family First Mortgage Corp**

**2/1999 – 4/2004**

- Supervised and trained loan officers and mortgage processors.
- Processed FHA, VA, and Conventional Mortgage Loans using DU and LP software programs.
- Reviewed applications, credit reports, income/asset documentation.
- Performed Real Estate Title Certifications (30 Year Chain of Title).
- Prepared files for submission to various lending institutions.
- Ordered appraisal/title commitments/insurance/verifications/clear conditions.
- Ordered closing documents and coordinated closings with title companies/attorney.
- Responsible for payroll and cash management.

**Call Center Technical Support  
Branch Banking & Trust (BB&T)**

**1995-1999**

- Provided customers with technical troubleshooting assistance on product.
- Asked open ended questions to identify needs of the customer.
- Navigated through computer systems to access customer information and troubleshooting procedures.
- Greeted customers in a courteous, friendly and professional manner using agreed upon procedures.
- Maintained broad knowledge of client products and services.



**Coursework, Training and Awards**

**Additional Coursework & Training**

- Public Assistance Operations I (PA Ops I)
- Public Assistance Operations II (PA Ops II)
- EMI Certificate of Achievement (FEMA)
- WebEOC Training
- Managing Floodplain Development through the NFIP (FEMA)
- Directors Academy (GEMA/HS)
- Preliminary Damage Assessment-IA & PA (GEMA/HS)
- Introduction to the State Operations Center (SOC) for State Responders (GEMA/HS)
- Benefit Cost Analysis: Entry Level Training (FEMA)
- Disaster Recovery Programs: Information & Documentation (GEMA/HS)
- EOC Management and Operations (GEMA/HS)
- Hazardous Material Awareness (GEMA/HS)
- Hazardous Material Contingency Planning (GEMA/HS)
- HURREX 2016 (GEMA/HS)
- Resource Management (GEMA/HS)
- Basic Public Information Officer (PIO) (GEMA/HS)

**Areas of Expertise**

- Disaster Planning
- Preliminary Damage Assessments
- Acquisition & Relocation
- CERT/Response
- HUD/CDBG
- PNP
- Project Management
- Individual Assistance
- Public Assistance
- PW Formulation, Writing & Versions
- 406 Hazard Mitigation
- 404 HMGP
- Alternate Projects
- Appeals
- Historical
- Improved Projects
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**Awards**

NYS Outstanding Achievement Award (Hurricane Sandy)  
EMI Certificate of Achievement

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**YEARS OF EXPERIENCE**

30 Years of Experience

**EDUCATION**

B.A., Sociology/Psychology

**TRAINING AND CERTIFICATIONS**

CSW-Certified Social Worker-NY;  
Ambassador for Peace United Nations 2001;  
American Business Women Association  
(ABWA)- Corporate Sponsorship  
Recruitment; Certified HIV/AIDS Case  
Manager – 2004 and 2007; Proclamation  
from the Mayor of Durham for MoneyWi\$e  
Durham Coalition 2005 & 2007; Making A  
Difference In Durham Families Award 2007;  
Award for Community Development Duke  
University 2007; Certified Voices Trainer  
2007; Certified HUD Housing Counselor  
2008; Award for work on Council for At risk  
children-GlaxoSmith Kline 2008;  
Motivational Interviewing MINT Train A  
Trainer 2010; Pieces of Dream Recognition  
Award 2013

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**PROFESSIONAL PROFILE**

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Ms. Udofia currently serves as an IA Program Manager and has Over 25 years of experience with program implementation in Community Based Services with emphasis on FEMA Individual Assistance. Her participation with senior leaders and key operating officials in the development of strategic and operational planning has made her successful as a Program Manager.

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**REPRESENTATIVE EXPERIENCE**

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**Independent Consultant**

1993 - Present State of North Carolina

- Developed fundamentals plan of actions for non-profit and for profit, visionaries to develop viable legal entities recognized on state and federal levels
- Served as liaison to and performed consultant duties for the United Nations and Non-profit groups in Africa and assisted in securing NGO (National Grassroots Organization) status for 3 groups recognized by the United Nations and other international funding agents.
- Facilitated meetings with community leaders to develop strategies for implementing policies that promote economic viability and strong community support of the City Planning Department 's five-year Strategic Plan
- Collecting and analysis aggregated data to determine company risk, internal auditing, peer review, health & safety as well as trends of an agency as it relates to its consumers and employees. Ensuring agency compliance with best practices and state and local regulation
- Completed ten National Accreditation application for non-profit and for profit organizations seeking national accreditation status in Behavioral Health, Youth Services and Supportive Employment
- Manage day-to-day operation of programs, develops and periodically reviews and updates Standards of Conduct to ensure continuing currency and relevance in providing guidance to management and employees
- Worked on Tax credit project for the development of 200 low income housing units and 100 Senior Citizen units. Coordination of community projects for HUD housing projects in NC, SC and Virginia. Worked on Housing Redevelopment projects in North Carolina and South Carolina
- Disaster Recovery and risk assessment of area affected by Hurricane Floyd. Worked with recovery team to document disaster and damage to property. Assisted in recording damages and working with agency to provide assistance to affected families.



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## PROFESSIONAL PROFILE

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### YEARS OF EXPERIENCE

10 Years of Experience

### EDUCATION

Mount Olive College, Mount Olive, NC

B.A. Business  
Administration/Organizational Development  
(2000)

Shaw University, Raleigh, NC (Sociology-  
1996-1999)

Masters in Religious Education (May 2009)

Winston Salem State University – Social  
Work (2003-04)

Apex Theology - Family and Marriage  
Counseling (2010) TRAINING AND

Ms. Latimer currently Assist in implementing the National Disaster Recovery Support (NDRS) coordination function and determine if the organizational structure is appropriate based on supervisor's direction. She ensures that the structure and staffing are Incident Command System (ICS) compliant. to include grant management, hazard mitigation planning, CDBG and NRCS. Ms. Latimer al coordinates support for the Recovery Support Function (RSF) and adherence to and support the Interagency Recovery Coordination (IRC) communications strategy and message delivery.

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## REPRESENTATIVE EXPERIENCE

### Recovery Coordination Crew Leader FEMA - Providence, RI

**2016 - Present**

- Establishing external coordination structures as directed and communications between response, recovery, and other internal partners that may affect long-term recovery;
- Establishing internal Joint Field Office (JFO) coordination relationships; Preparing recovery situation analysis to guide strategic decision-making and planning as directed and preparing facilitators to lead group processes;
- Organizing human, financial, and collateral resources that support interagency recovery coordination; and
- Mobilizing facilitators to lead multi-stakeholder meetings and collaborative problem-solving of diverse audience, as requested

### Founder and Director Straight Walk Family Services – Raleigh NC

**2009 – Present**

- Responsibilities include: but are not limited to, developing, planning, establishing goals and evaluating the program effectiveness.
- Develop and oversee budget and all fiscal responsibilities of the program.
- Ensure that the program is compliant with licensing regulations.
- Provide guidance to medical staff, offices personnel, federal and state agencies, patients and families.
- Develop reports and provide input as it relates to organizations effectiveness and mission.
- Facilitate staff trainings and staff development.
- Liaison between community stakeholder agency staff, law enforcement, family members or support network as deemed necessary.
- Provide Case Management to SAIOP and ACTT Client to ensure appropriate needs are being met.
- Developed and implemented trainings; and train the trainer sessions for additional community and agency support

### Individual Assistance Coordinator/Case Management North Carolina Division of Emergency Management – Raleigh, NC

**2005 - 2012**

- Coordinate services to ensure that individuals and families have access to Volunteer, State and Federal programs made available in the aftermath of a disaster and develop and maintain partnerships with State, Federal and voluntary organizations that deliver resources to disaster victims.
- Lead team member in disaster recovery centers and training community residents in the delivery of services throughout North Carolina.
- Developed and implement program to coordinate volunteers and volunteer services.
- Coordinated services for special needs communities to ensure proper delivery of services after a disaster.
- Team lead in the development of a Strategic Plan that establishes goals and objectives for case management. Lead case manager for disaster relief for state Individual Assistance Program.
- Respond to applicants' and governors inquiries by providing information or assistance as needed for recovery needs;
- Responsible for relocations, recovery and referral of families for long term assistance in recovery.
- Conduct workshop to explain program guidelines to local, state, federal, private and volunteer stakeholders.

- Foster relationships with state and federal partners by participating in external exercises.
- Recruit, interview, and select new employees/reservists to fill available positions for disaster assistance. Ensuring staff coverage for the continuity of operations during activations.
- Work in close collaboration with mental health and other state partners and personnel in applicants' evaluation and treatment to further their understanding of significant social and emotional factors underlying applicants' health and emotional stability as it relates to disasters.
- Develop and implement work plans to restore applicant to before disaster state.
- Utilize community, state and federal resources to assist individuals and families to resume life after a disaster

**Founder and Director**

**1996 - 2006**

**New Life Women's Leadership - Williamston, NC**

- Program planning and implementation which includes but not limited to: Staff and program development, grant writing, evaluation of program, budgeting, training and staff supervision.
- Organized and mobilize citizens for actions to address unjust policies of welfare to work and working environments
- Developed and implemented Healthy Start Wellness grant in six counties in eastern NC among low income rural residents and six churches in eastern NC.
- Organized Lay Health Committee and SISTHA's Breast Cancer/Cervical Awareness program in three counties in rural NC, with support from UNC Chapel Hill and East Carolina University.
- Counsel client individually, in family, or in other small groups regarding plans for meeting needs, and aids client to mobilize inner capacities and environmental resources to improve social functioning.
- Develop curriculum and various workshops and training for behavior change and community involvement.
- Worked with at-risk youth through individual or group meeting to understand, accept, and practice proper behavior changes and recommendations. Assist youth in developing life plans.
- Researched and developed reader friendly educational materials on job readiness and entrepreneurial development, health, behavior management and health and wellness for at-risk families and communities.
- Conducted outreach, and case management of HIV and substance abuse clients and; Conducted case management and resource referral services for low wealth families infected or affected with HIV/Substance Abuse.
- Developed health care center in conjunction with ECU and UNC Chapel Hill to address obesity and healthy eating, HIV, diabetes, and breast and cervical cancer in low income communities in eastern North Carolina. Center conducted testing and early detection.
- Grant writer, overall fundraiser and program management for Outreach team and overall program

**Outreach Coordinator/Case Management**

**1993 - 1996**

**PICASO (Pitt County Aids Service Organization – Pitt County, NC**

- Trained and Coordinated volunteers at local universities to address and meet the needs of HIV/AIDS clients and clients with Substance Abuse.
- Facilitated HIV and Substance Abuse workshops and training events at local churches and community centers for adults and youth.
- Provided case management services to families infected and affected by HIV and Substance Abuse.
- Worked with local housing authority and law enforcement to coordinate services for HIV and substance abuse clients.
- Developed and maintained record keeping system on clients and agencies.

**Director/Organizer**

**1985 – 1995**

**Center for Women's Economic Alternatives – Ahoskie, NC**

- Identify and secure resources to assist women with on the job injuries
- Develop and implement work plans to move families towards self reliance and resilience.
- Utilize and connected low wealth families to community resources to assist in meeting the needs of families and communities.
- For-runner in bringing national attention to plight of workers across the south in meat processing company.
- Trained worker how to organize within local workplace.
- Supported national organizing efforts effecting low income women.
- Worked to strengthen laws effecting low income residents with OSHA, Workers Comp, Welfare Reform and other public assistance programs
- Researched and developed proposals to secured funding to implement program goals and objectives.





- Grant and program developer for national women's outreach and education program.

### **Certifications, Awards, and Professional Affiliations**

#### **Continuing Education**

- ICS 100, 200, 300, 400, 500, 600 and 700
- Effective Parenting
- Resilience
- Mental Health Case Management
- HIV Case Management and Testing
- Organizing training through Highlander Center, Center for Community Change, Southern
- Partners Fund and Southerners for Economic Justice and Regional Economic Justice Network.

#### **Certifications**

- Case Management
- CPR & First Aid,
- NCI Training
- Certified Parent Trainer

#### **Awards**

- Resourceful Women's Award (1998)
- Windcall Award (1999)
- NC Justice Award

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**Program Developer/ Grant Writer****2012-14****South Carolina, Columbian Ridge**

- Upon its development, I worked on the nonprofit as grant writer and program developer. We developed an after school program for children to reinforce educational improvement. I developed tenancy prevention programs for families. Computers were donated for a computer lab; we offered the following services: credit counseling and budgeting programs for families, first-time homeowners programs, GED tutoring programs, and workshops around community resources, self-advocacy, and community safety.

**Individual Assistance Coordinator****2014-2017****State of North Carolina**

- I have partnered with local Red Cross branches and low income housing complexes (NC and VA) to develop programs for families. I worked with housing managers and local emergency management authorities to identify families at risk. I trained individuals on the development of case management plan.

This may include referrals to other support services, which can include:

- financial and budgeting advice
- family support services to help with violence and relationship breakdowns
- youth services to help them reconnect with family and the education system
- help with the management of visitors and overcrowding issues
- advice with understanding your role and responsibilities
- help with health, mental health, disability or substance abuse issues
- getting back in the workforce with help in getting skills, training and education.

Assisted 5 businesses in successful applying for SBA loans.

- Two were destroyed by fires and used SBA loan as apart of rebuilding
- Development of Community Non Profits.
- Developed of six non-profits in VA, NC and NY
- Programs and services provided to families at risk
- Mental Health services
- Clothing and Food drive
- First time home-buyers programs
- Credit Counseling
- Disaster Recovery
- Educational Assistance

**Specialized Qualifications/Experience**

**Organization Development-** Provided on-going structural consultant services to non-profits and for profit companies nationally and internationally. Developed fundamentals plan of actions for non-profit and for profit, visionaries to develop viable legal entities recognized on state and federal levels. I served as liaison to and performed consultant duties for the United Nations and Non-profit groups in Africa and assisted in securing NGO (National Grassroots Organization) status for 3 groups recognized by the United Nations and other international funding agents. Accompanied a delegation from the United States on an International Economic Development Conference in Seoul Korea to address the needs of and for more international assistance to NGO's in other countries.



**Community Development-** Facilitated meetings with community leaders to develop strategies for implementing policies that promote economic viability and strong community support of the City Planning Department's five year Strategic Plan.

**Community Resources Coordinator** -master integrator of customer need and resource availability in the development of comprehensive resource plan that fully coordinates all contributing resource organizations including various development disciplines. Excellent time management skills are proven through my commitments of time and resource development in delivering effective resource allocations.

**Development-** Conducted organizational diagnosis for non-profit organizations, including data collection, analysis and data feedback. Presented results and recommendations collected from studies for future steps that need to be taken by Director and Management staff to increase agency productivity and secure viability. Planned and developed content, program, goals and outcomes for agency management retreats, which resulted in clarification of mission, inspiring of staff, improved staff relations and increase cultural sensitivity.

**IA Quality Assurance Specialist-** Quality Assurance and Quality Improvement. Development and implementing a quality improvement system. Collecting and analysis aggregated data to determine company risk, internal auditing, peer review, health & safety as well as trends of an agency as it relates to its consumers and employees. Ensuring agency compliance with best practices and state and local regulation.

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## EXPERTISE

- Integrating vast water expertise to anticipate and meet needs before they even arise
- Powerfully communicating complex information to diverse audiences
- Working seamlessly with talented multidisciplinary teams to maximize performance
- Developing stakeholder strategies that ensure strong relationships and lasting engagement



## REPRESENTATIVE EXPERIENCE

### CEO & Principal Scientist

2016-Current

#### ***Simfero Consultants, Houston, TX***

- Founded innovative science-based risk management, stakeholder engagement, and government relations firm, generating high-impact analyses to guide regional strategy and public policy.
- Partnering with USACE and Harris County to perform watershed studies
- Conducting complex negotiations between government, private, and NGO stakeholders
- Providing water resources technical expertise to big data startups
- Teaming with universities to conduct flood planning stakeholder engagement

#### **Major Accomplishments:**

- Invited to brief U.S. Congress delegations on climate risk and water resources trends
- Expertise cited in first ever Texas State Flood Assessment and quoted in national media
- Worked with elected officials, agencies, and stakeholders to draft flood planning legislation
- Invited by Texas Water Development Board to help guide implementation of State Flood Plan.

### Science and Policy Director

2015–2016

#### ***SWC, Houston, TX***

- Recruited to lead strategic programs and data initiatives for a Forbes-recognized water and energy sector leader.
- Built team to regional reputation of water management thought leadership in under a year.
- Leading government relations and communications programs

## YEARS OF EXPERIENCE

Over 15 years

## EDUCATION

### ***Doctor of Philosophy***

Texas A&M University

Hydrology

### ***Master of Science***

Ecosystem Science & Management

### ***Bachelor of Science***

Biology

## SELECTED RECENT AWARDS

- U.S. Senator Gramm Research Fellowship
- U.S. Department of Agriculture National Needs Program Fellowship
- Ecological Society of America Policy Award
- Soil Science Society of America Future Leader in Science Award Texas Water Resources Institute Mills Fellowship





- Rolling out detailed data programs to quantify municipal utility water use
- Working with elected officials to enact sensible water infrastructure policy Guiding strategic planning efforts, setting objectives and metrics

**Major Accomplishments:**

- Asked to contribute to industry best practice guidance for the state
- Data collection programs utilized in Texas State Water Plan
- Invited to deliver recommendations to Texas legislature water conservation advisory panel

**Research Fellow**

2014–2015

***Texas A&M University, College Station, TX***

- Recruited to provide leadership across 4 multidisciplinary teams in 3 time zones to a large federal water resources research program.
- Managing and mentoring technical specialists from 4 different countries
- Guiding strategic planning efforts for large multi-site organization
- Crafting public relations documents and reports for project partners

**Major Accomplishments:**

- Invited testimony on water studies to Texas Legislature natural resources committees Received organization-wide award for public communication

**US. Department of Agriculture Leadership Development Program Fellow**

2010–2014

***Texas A&M University, College Station, TX***

- Recruited to manage complex water resources management and research program, accelerate public relations, and lead high-level coordination with top elected officials.
- Conducting meetings with U.S. Congress on federal water resources research
- Providing guidance to executive leadership on organization strategy and programs
- Delivering invited presentations at national, state, and local meetings
- Promoting organization and impacts at public meetings and outreach events

**Major Accomplishments:**

- Given national awards for government relations and public communications efforts
- Received system-wide honors for mentoring and program development

**Water Resources Program Specialist**

2006–2010

***Texas AgriLife Extension Service, College Station, TX***

- Conducted first of its kind watershed planning program used as a national model.
- Created consensus among government, industry, and NGO stakeholders to implement complex water management projects.
- Building diverse partnerships from scratch to accomplish wide-ranging regional initiatives
- Facilitating public stakeholder meeting and working groups
- Preparing reports for project partners and briefs for legislative committees
- Developing and implementing program budgets, timelines, and work plans
- Disseminating and promoting water resources best management practices

**Major Accomplishments:**

- Authored first watershed management plan from region approved by U.S. EPA



- Asked by federal agencies to advise other water management planning efforts
- Secured grant funding of over \$3.5 million at a greater than 75% success rate
- Launched award-winning regional stakeholder engagement workshop series
- Invited to develop best practice guidance for statewide practitioners

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## ***Cartodyne - Statement of Qualifications***

The team at Cartodyne has extensive experience providing spatial technology support services tailored to fit any need. As an Esri partner, we are highly skilled in GIS software, process, and tool design, installation, configuration, integration, and administration for ArcGIS Enterprise, ArcGIS Desktop/Pro, and ArcGIS Online. Cartodyne has delivered solutions for various industries including Upstream Oil & Gas (Land, Geoscience, Engineering, Asset Evaluation), LNG, Pipeline (T-4 permitting, TxDOT permitting, Risk Assessment, route planning), Utility, Environmental, Telecommunications, and Nuclear (DOE) as well as for government organizations & state and local municipalities.



Mike Bailey brings 25 years of GIS expertise working with government and private oil and gas organizations to deliver **specialized spatial solutions**. **Mr. Bailey's skillset ranges from supporting the daily needs of billion-dollar publicly traded company**, servicing multi-tiered departments with a variety of disciplines to monthly data & mapping exports for small business owners. Mr. Bailey is dedicated to giving all clients the ability to make informed decisions based on quality data and proven procedures. Currently, as co-founder of Cartodyne, Mr. Bailey leads business development initiatives and provides spatial solutions to its client base.

Jason Ramirez, president and founder of Cartodyne, brings 26 years of delivering expert GIS solutions in multiple industries such as upstream Oil & Gas, Disaster Management, Nuclear, Telecommunications, Environmental, Utility, as well as in governmental organizations at the federal, state, and local level. At the Jefferson County Appraisal District, Mr. Ramirez created and maintained property ownership boundaries for tax assessment and developed automated tools for daily mapping activities. For the Southeast Texas Regional Planning Commissions, he maintained the 9-1-1 network road inventory and addressing system for Hardin, Jefferson & Orange counties, and programmed tools to expedite daily tasks and data analysis. As a senior consultant for the Department of Energy at the Savannah River Site, Mr. Ramirez deployed GIS capabilities and custom tools for the Emergency Operation Center to allow for agile responses to spills and other hazards. He was also tasked with the creation and implementation of a customized pipeline data model for on-site nuclear waste commodity transfer as well as custom handheld computer field solutions for radiological field sample collection. Currently, Mr. Ramirez delivers GIS Services for clients such as strategic planning, enterprise GIS system design & deployment, project management, data integration & automation, and custom spatial analysis & programming solutions. Mr. Ramirez excels at business and operational workflow process streamlining and automation while delivering value to clients. An award-winning technologist, Mr. Ramirez skills and interest include machine learning, AI, & blockchain technologies.

Lloyd Vance brings over nearly a decade of experience in Geographic Information Solutions from working with startup organizations needing GIS project support to providing services for larger corporate organizations with multidisciplinary departments. **Mr. Vance also has extensive experience supporting GIS portal administration for local government and municipalities.** Lloyd's broad spatial skills include GIS curriculum creation, review, & training, project/field/regulatory support for pipeline accident prevention activities, pipeline regulations (T4 permitting, NPMS submissions, PS-48 permits, DOT Road Crossing permits), spatial database administration, and web application creation.

Michael Welch brings 29 years of GIS expertise to the Cartodyne team and is well experienced in visualizing/analyzing location based data along with the process, development, and delivery of Enterprise GIS - especially in the oil & gas space. **Mr. Welch's vast experience with the development and management of spatial operations & support personnel allows him to contribute capably to most any spatial task, project, or endeavor.**



**Indri Harahap “Cici”** is a seasoned Engineer that has quickly adapted to working with GIS related tasks and duties assigned to her. **Cici’s knowledge of databases and their relationships with spatial components allow her to understand the importance** of data accuracy. As Land Analyst in the oil and gas space, Mrs. Harahap ensured accurate and timely rents compensation, minimum mineral royalties, and shut-ins to protect company assets. Cici resolved current delayed compensation and proposed measures to prevent future recurrence for land owners. As Data Manager for Debris Monitoring projects, Mrs. Harahap **QA/QC’ed remote field data captured via smartphone ADMS application created by Debris Haul Monitors and Tower Monitors** to ensure accuracy of the data and worked closely with the municipality to ensure reimbursement for disaster clean up activities after Hurricane Laura.

David Terry is a certified Project Management Professional (PMP) and Geographic Information Systems Professional (GISP) with 20 years of experience. Mr. Terry is a problem solver who works hand in hand with business leaders to take on the most critical projects within the organization and consistently deliver results. His fellow leaders look to me to take on the worst, most complicated projects in the face of uncertainty and risk because they know that he is the champion that can deliver results and that he is motivated by challenge and hardship. Project and portfolio management is in his soul. Understanding the personality of an organization and what is required to transform a disjointed collection of projects into an aligned, structured portfolio and then achieving it is what allows Mr. Terry to establish order in a sea of chaos. With over twenty years of experience, he has probably encountered most known problems and developed an effective response to resolving it. This is what Mr. Terry does. Beyond his own abilities in transforming organizational problems into success is Mr. Terry’s steadfast belief in serving others and enabling them to succeed in their careers. He believes that the litmus test of this premise is to mentor and foster aspiring talent to systematically decompose problems and then deliver solutions not only in the short term but for the remainder of their careers. This philosophy transcends Mr. Terry’s motivation to succeed on his own behalf so that the organization reaps the benefits of others who then have the gift of being effective problem solvers and achievers.

Kevin Hamilton Pruitt delivers over 20 years of experience in Geographic Information Solutions from working with small start-ups needing GIS support to mid-sized public companies with large GIS, geological, engineering, and land departments; each with its own challenges related to managing geospatial data. Kevin has an extensive background in GIS architecture, shared mapping platforms, oil and gas mineral leases and land management, and analyzing spatial data. In 2019, drone technology was introduced as part of his specialized services in central Texas and the local San Antonio community for the petroleum, renewable energy, real-estate, insurance, construction, and other commercial industries.





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## Jason Ramirez, GISP

### Principal, Geospatial Advisor

Jason Ramirez, president and founder of Cartodyne, brings 26 years of delivering expert GIS solutions in multiple industries such as upstream Oil & Gas, Disaster Management, Nuclear, Telecommunications, Environmental, Utility, as well as in governmental organizations at the federal, state, and local level. Mr. Ramirez delivers GIS Services for clients such as strategic planning, enterprise GIS system design & deployment, project management, data integration & automation, and custom spatial analysis & programming solutions. Mr. Ramirez excels at business and operational workflow process streamlining and automation while delivering value to clients. An award-winning technologist, Mr. Ramirez skills and interest include machine learning, AI, & blockchain technologies.

Cartodyne  
Spring, Texas

President & Founder - Design, create, implement, and innovate spatial solutions for businesses, organizations, and non-profits.

- *Tellurian Inc. (NYSE:TELL)* Design and deploy GIS portal using ArcGIS Enterprise integrating proprietary data subscriptions for Rextag pipeline data and DrillingInfo spatial data shared organizationally via customized web applications for Pipeline, LNG, Geoscience, Land, and Strategy teams. During startup, deploy, configure, & manage Upstream systems Peloton, ArcGIS Desktop, ARIES, & Kingdom in on-prem and Azure cloud resources.
- *Surge Energy America (Houston, TX)* Deploy and configure enterprise GIS portal using ArcGIS Enterprise to share organizational, subscription, and operational data via asset and land web applications.
- *Southwest Energy, L.P. (Houston, TX)* Operational GIS Support for natural gas marketing with bespoke mapping of pipeline systems leveraging Rextag upstream subscription data.

Southwestern Energy Company  
Spring, Texas

Senior Staff GIS Analyst - Design, model, code, and implement data automation scripts and business workflows for enterprise and business division data stores. Lead efforts to creatively solve business challenges for business divisions and senior management. Provide timely accurate support for daily, monthly, and quarterly tasks. Design and deliver complex solutions for special projects for business divisions. Mentor and assist other members in the corporate GIS community.



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# Jason Ramirez, GISP

## Principal, Geospatial Advisor

Las Vegas Valley Water District (IT Strategies International)  
Las Vegas, Nevada

Senior Consultant - Responsible for updating and maintaining existing automated weekly tabular and spatial data processes to support internal data end-users. Develop tools to make job duties more efficient. Update & maintain legacy code. Responsible for spatial data analysis and ad hoc map requests. Create and maintain process documentation for new and legacy spatial processes. Provide technical and customer support for client site GIS data end-users.

Savannah River Site, E&GIS (ACTS, Inc.)  
Aiken, South Carolina

GIS Consultant - Spatial & tabular data creation, migration, and management as well as ad hoc map creation in support of on-site environmental projects. Member of team that implemented GIS at the primary Emergency Operation Center & other ancillary operation centers that included installation of ArcGIS desktop and a suite of ArcIMS and ArcGIS/ArcObject customization efforts. Responsible for ArcPad applet development for radiological field sample collection using handheld computers. Performed data management and customization for legacy and newly created MS Access databases containing analyte benchmark data and field samples. Support internal data migration efforts to comply with SDSFIE standards by developing scripts to convert internal legacy spatial data to compliant shapefiles for ArcIMS websites and geodatabase feature classes for ArcSDE. Created and implemented customized pipeline data model for on-site waste commodity transfer modeling within a geometric network.



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# Jason Ramirez, GISP

## Principal, Geospatial Advisor

Reliant Energy (GIS Technology, Inc.)  
Houston, Texas

Sr. Programmer/Analyst - Provide project support for migration of legacy ESRI spatial data to ArcGIS 8x data layers which included creation of automated tools using AML to cover functional gap between legacy and new systems. Responsible for debugging and reprogramming existing nonfunctional AML applications and utilities used within the GIS department. Supported proprietary GTI software. Software development which included **interface design and programming of "locator" & "researcher" modules of "Call Before You Dig" project in Visual Basic 6.**

PrimeCo Personal Communications, L.P.  
Westlake, Texas

GIS Analyst - Performed all data management, coordination, and support programming for existing company-wide RF engineering spatial data processes. Tracked, recorded, QA/QC'ed **monthly spatial data submissions from all eleven markets across the United States.** Created company-wide composite spatial datasets of current service coverage, cell tower status, and proposed build out locations. Routed these datasets to various end-users and systems such as the Fraud Department, Security, Finance, Marketing, Strategy, Customer Care, Inside Sales, Retail Sales, the National Network Operation Center, the proprietary PrimeView application, and the Microwave Cost Recovery Clearing System. Corporate contact & coordinator for monthly spatial data processes as well as general data, software, technical support for company personnel. Fulfilled ad hoc requests from executive management for spatial data analyses, and presentation quality map & report generation.



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# Jason Ramirez, GISP

## Principal, Geospatial Advisor

### Education

AAS/ Computer Drafting  
Technology – Lamar Institute of  
Technology, Beaumont 1993

Geographic Information Systems  
Professional (GISP) - GIS  
Certification Institute, 2009-2022

### Professional Skills

Cradle to grave design and creation  
of enterprise GIS for any sized  
organization.

Expert development, automation,  
and analysis in desktop, mobile, and  
web-based spatial environments.

Business process, workflow,  
documentation, and project  
management in all phases of spatial  
project work.

Exxon Exploration Company (Berger & Co.)  
Houston, Texas

GIS Consultant - Responsible for project spatial data management for international exploration teams. This included data QA/QC, creation, migration, and automation into various systems and proprietary software while adhering to internal data models. Designed AMLs to automate or streamline repetitive spatial tasks. Also used UNIX based tools such as sed & awk as well as shell scripting for tabular data manipulation. Responsible for task management and support of other company contractors to ensure completion of assigned tasks. Responsible for special projects for client executives which resulted in the creation of presentation quality graphics for review & board meetings. Concurrent to all other duties, responsible for personal GIS training of client employees. Functioned as liaison between client spatial data vendors to communicate changes or new needs for purchased spatial data. Externally, performed technical interviews for prospective GIS consultants.

### Total Years of Experience

26

### Contact Info

Cell: (281) 414-7774  
Email: ramirezj@cartodyne.com



CARTODYNE

PO Box 833  
Spring, Texas 77383  
(281) 213-0165

<https://www.cartodyne.com> - [info@cartodyne.com](mailto:info@cartodyne.com)



## SAMUEL K. EATON, SR.

### Senior QA/QC Officer & Construction Manager

Mr. Eaton is a distinguished professional with over seventeen (17) years of experience in construction management, program management, project management, waste management, and stakeholder relations, for some of the world's largest engineering and construction companies. Mr. Eaton also currently serves as: a member of Mayor Sylvester Turner's Transition Team (Re-Build Houston Program), Chairman of the City of Houston's Procurement Task Force Corporate Advisory Council (CAC), the Mayor's Office of Business Opportunity (OBO) Advisory Board – Position # 7, Co-Chairman of the GHBC Construction, Infrastructure, Transportation, Technology, and Engineering Committee, and on the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) # 22.

#### **JNE Green Team, Inc. 1300 McGowen St. - Suite # 130, Houston Texas**

**77004-**As a key member of the City of Houston's Debris Removal Monitoring & Management Contract Team (Sub to BDR/SAIC/Tetra Tech), Mr. Eaton ensures that services provided by the entire Team are of the highest-quality and meets or exceeds all required specifications; also provides construction management and other professional services to multiple clients in both the public and private sectors.

#### **JNE Enterprises, Inc., 3500 St. Charles Ave., Suite# 204 New Orleans, LA**

**70115-** JNE Enterprises, Inc., (JNE)-one of the Gulf Coast's leading full-service, woman-owned disaster recovery and construction firms, headquartered in New Orleans, Louisiana. Mr. Eaton was the Senior Program/Construction Manager for their \$17M Hurricane Katrina Recovery prime contract with the City of New Orleans. In this role he was responsible for successfully managing the removal of over 250,000 tons of debris via staff & equipment augmentation services. This included managing up to 6 crews of heavy equipment and up to 80 FTEs.

#### **Parsons Water & Infrastructure, Inc. Houston, Texas/Miami Florida**

- Director of Parsons Municipal Business Development Program for the City of Houston
- Oversaw the successful procurement and implementation and/or construction of over \$50 million worth of City of Houston projects for HAS, Bld. Services, and PWE.
- Received Nation-wide award in 2004 for excellence as a result of successful Houston Projects.
- Directed the development and implementation of all safety programs, and equipment acquisitions for the Parsons Miami Office.
- Field team safety coordinator for unexploded ordinance (UXO) projects at military installations nation-wide

#### Firm

JNE Green Team, Inc.  
Since 2009  
17 years of Experience

#### Education/Training

B.S. Chemical Engineering, Florida State University/ Florida A & M University

#### Certifications

OSHA  
Turner Construction Company

#### Publications & Presentations

Presented Detailed Analyses of Public/Private Partnership Best Practices to Parsons Corporation's Executive Leadership; Including: CEO, COO, CFO, CIO, etc. – 2004

Presented Permit Required Confined Space Safety Training Seminar, FMC Corporation, Buffalo, New York, 1993

**Schlumberger Oilfield Services Venezuela, Texas,  
Oklahoma, New Mexico**

- Performed field testing of advanced, state-of-the-art oil reservoir testing and analysis equipment.
- Performed the acquisition and interpretation of analytical results and data logs from tests using the principles of magnetic inductance, radioactive energy (gamma rays and neutrons) transmission and detection, and sonic energy transmission.
- Performed duties of Well site safety officer at wire line testing and training facilities.

**Blasland, Bouck, and Lee Environmental Services  
(BBLES) Miami Lakes, Florida/Puerto Rico**

- Directed environmental assessment and remediation projects for BBLES' \$30 Million prime contract with Miami/Dade County Department of Environmental Resource Management (DERM).
- Wrote numerous technical/environmental reports (CAR, TCAR, RAP, IRA, etc.).
- Performed field analyses using analytical equipment such as: OVAs/FIDs, PIDs, gas monitors, atmospheric particulate concentration monitors, data loggers, Drager Tubes.

**References**

**City of Houston**

Calvin D. Wells – Director of Strategic  
Purchasing  
City Hall Building Concourse Level  
901 Bagby St. Houston, TX 77002  
Office: (832) 393-8800

**City of New Orleans Department of  
Sanitation**

Mrs. Veronica White – Director  
1340 Poydras Street Suite 750  
New Orleans, LA 70112  
Office: (504) 658-3800 Fax: (504)  
658-3801

**Environmental Chemical  
Corporation (ECC)**

Mr. Pierre Charbonnet –Project  
Superintendent  
World Trade Center, Suite 2240  
2 Canal place  
New Orleans, Louisiana  
504-272-5508

# JERI BROOKS

2020 Southwest Freeway, Suite 210, Houston, Texas 77098  
713.807.0781 | [jeri@oneworldstrong.com](mailto:jeri@oneworldstrong.com) | oneworldstrong.com

Jeri J. Brooks is the lead strategist and owner of One World Strategy Group, a performance-based strategic communications firm formed in 2004. The firm is responsible for public relations, public affairs and public engagement.

## **CAPABILITIES**

### **Strategic Communications & Project Management**

Created and implemented strategic marketing, public relations & brand programs

Developed, implemented and managed new product promotions

Measured, monitored and recommended budgets for multiple organizations

Directed marketing & communications departments

Executed community and organizational events

- Southeast Mobility Plan Public Engagement & Relations
- Fight Flooding PAC Public Engagement and Relations Lead
- Greater Southeast Management District Custom Street Signage and other community meetings

### **Community & Governmental Engagement**

Coordinated strategies to promote messages within a community's lifestyle and culture to influence a desired outcome

Orchestrated community canvassing programs to deliver door-to-door messages to constituents

Produced and executed telephone engagement strategies to inform constituents of client message

Organized and facilitated community meetings, strategic alliances and engagement activities

Engaged hard-to-reach communities including urban, cross-cultural, religious and GLBT

- Uber Technologies
- Airbnb government affairs and lobby
- "Free Hobby" Southwest Airlines

### **Media & Public Relations Coordination and Social Media**

Managed the production, negotiated and purchased annual media buys including outdoor, radio, television, PSA and print (magazine and newspaper)

Developed the structure, managed the development and maintained websites and social media including the production of Internet-based videos

Constructed press statements, releases and responses, managed media and crisis relations

Developed messaging, campaign / brand themes and conducted media interviews

Executed community and organizational special events

- Midtown Houston
- Yellowstone Schools

## **Organizational & People Development**

Created and developed a sales and service culture with a concentration in capacity building

Identified organizational development areas and implemented human performance improvement strategies to increase revenues including strategic meetings, large & small group programs

Researched, planned, developed curriculum and conducted product, service, sales and leadership training courses to all levels of the organization including the creation of an 8-part sales/service video series

Developed and implemented employee incentive programs, sales promotions and team building events

Conducted debate, speech and public speaking coaching and training courses and sessions

## **EDUCATION**

Master of Arts in Communication. Organizational Meaning Systems. University of Illinois.  
May 2000 . Student commencement speaker for the College of Liberal Arts and Public Affairs

Bachelor of Arts. Public Relations . Advertising minor. Southern Illinois University.  
May 1995 . Alpha Lambda Delta Honor Society

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# saskia short

design@oneworldstrong.com | cell 512.963.4756

## professional summary

Graphic Designer with 25 years experience in design and layout of brochures, corporate identity, surveys, logos, exhibits, ads, directories and promotional items. Proficient with Mac platform and knowledge in PC platform. Experience with Adobe Creative Suite, QuarkXpress, Word and Excel.

Stephen F. Austin State University-Nacogdoches, TX  
Graduated with a Bachelor of Fine Arts - 1986

## experience

One World Strategy Group - Houston, TX  
In-house Graphic Strategist, 1/2013 to Present  
Designing materials for print, outdoor and digital media.

Self Employed 2012 to 2013  
Senior Designer and Pre-press Artist  
Clients vary from Advertising agencies to Printing companies in Houston and Austin.  
Working with Adobe software, QuarkXpress and Microsoft.

Contact Direct Marketing-Salt Lake City, UT  
Art Director, 6/2005 to 1/2012  
Design direct mail marketing campaigns for Universities, Colleges, and Technical Institutions.  
Account Management and Customer Service.  
Macintosh platform. Adobe CS4, 5 & QuarkXpress

Business Ink, Co. - Austin, TX  
Senior Designer, 4/2000 to 4/2005  
Manage pre-press department. Corporate design and advertisements for medical industry.  
Pre-flight and proofing. Account management.  
Macintosh and PC platforms. Adobe software & QuarkXpress

GSD&M Advertising Agency - Austin, TX  
Layout Artist, Contract 4/1998 to 3/2000  
QuarkXpress Layout specialist

Alter Graphics - Houston, TX  
Graphic Artist, 1992 to 1999  
Pre-press, darkroom and customer service.

**TAB B: EXPERIENCE**

**2.1 2.1 Current Contracts Within 250 Miles of Iowa Colony**

TLC Engineering, Inc. has active debris removal contracts with seven (7) communities and counties within 250 miles of Iowa Colony. **Table 1** identifies the jurisdictions and whether TLC has the primary contract (i.e., TLC is activated immediately) or secondary contract (i.e., TLC is activated if the volume of debris exceeds the primary contract holder's abilities).

Table 1: Commitments within 250-Mile Radius of Iowa Colony	
Community/County	Service Provider
City of Houston	Primary
City of Jamaica Beach	Primary
City of La Marque	Primary
Taylor Lake Village	Primary
City of Cleveland	Primary
Parker County	Primary
Friendswood	Secondary

**2.2 2.2 Adherence Success Rate**

TLC has a one hundred percent (100%) success rate of adhering to FEMA Public Assistance regulations. TLC will never perform work or provide deliverables that does not meet all regulatory agency requirements for satisfactory task completion. We will not place any of our clients in any type of situation that may compromise their health and/or well-being.

**2.3 2.3 Previous Sixty (60) Months**

In the past sixty (60) months, TLC has been activated for the following disasters.

Year: 2017 Type of Disaster: Hurricane

Name: Harvey; DR-4332-TX Type of Jurisdiction: City of Houston, Texas

Collection Site Monitors: 300+ DMS Monitors: 8 Final Disposal Monitors: 4

Year: 2017 Type of Disaster: Hurricane

Name: Harvey; DR-4332-TX Type of Jurisdiction: City of La Marque, Texas

Collection Site Monitors: 10 DMS Monitors: 2 Final Disposal Monitors: N/A



Debris Monitoring Service

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Year: 2016 Type of Disaster: Severe Storms and Flooding

Name: DR-4272-TX Type of Jurisdiction: City of Houston, Texas

Collection Site Monitors: 250+ DMS Monitors: 4 Final Disposal Monitors: 4

Year: 2016 Type of Disaster: Severe Storms and Flooding

Name: DR-4269-TX Type of Jurisdiction: City of Houston, Texas

Collection Site Monitors: 250+ DMS Monitors: 4 Final Disposal Monitors: 4

Year: 2015 Type of Disaster: Severe Storms, Tornadoes, Straight-line Winds, Flooding

Name: DR-4223-TX Type of Jurisdiction: City of Houston, Texas

Collection Site Monitors: 100+ DMS Monitors: 4 Final Disposal Monitors: 4

## **2.4 Experience with Special Disaster Recovery Program Management Service**

Over the past few years, the FEMA Public Assistance Program has made several changes to create a program that is consistent, efficient, and accurate. FEMA has implemented new software to assist with orchestrating the new FEMA model. The FEMA Grants Portal is designed to keep the entire recovery process transparent. Our disaster team has worked right alongside FEMA and even provided recommendations that have been implemented into the software to make it more user friendly. We are currently working with applicants throughout the United States and are becoming recognized as experts in the FEMA Grants Portal.

By spending the time working in the Portal, we have developed a Standard Operating Procedure (SOP) that allows us to speed up recovery. TLC is leading the competition in getting Projects through obligation in the Portal. We have created a procedure that takes the burden off of FEMA and allows us to maximize recovery in a timely manner. Our expertise in project development has been proven to work right along with the new FEMA model. We have seasoned project writers that ensure that all angles are covered when developing projects for our applicants. This method ensures our projects make it through the FEMA process seamlessly, which speeds up recovery.

TLC Engineering has experienced a tremendous amount of success in operating within the new FEMA model. Our staff has practice in navigating through the Portal and assisting our applicants with satisfying all the tedious requirements. We are currently handling the management of all the portal requirements for every applicant that we are fortunate enough to support. The burden of recovery has been pushed on to the applicant with the new FEMA model. Our staff of seasoned FEMA Grant Specialists have been able to easily adapt to the new model because our approach has always been taking the burden of recovery off of the applicants/clients.

## TAB C: PROJECT METHODOLOGY

The TLC Team has been involved with emergency management and disaster recovery services at all levels. We provide complete solutions for local, county, and state governments. Our emergency management experience includes damage assessments and estimating, debris removal monitoring, environmental remediation, public assistance, technology development, construction inspection, and program management.

The TLC Team has proven through past major disasters that it can mobilize over 500+ monitors within seventy-two (72) hours of Notice-to-Proceed. The individual firms that make up this team have real world experience with rapid onboarding hundreds of debris monitoring staff in response to disasters including hurricanes Harvey, Ike, and Katrina, plus tornadoes, sever storm events, winter ice storms, etc. With the understanding that resources can be stretched thin in the wake of a major disaster, the TLC Team maintains a database of over 500 trained monitors and supervisors. Included within our ranks of additional personnel, are over 100 construction managers and inspectors who can provide professional oversight on a variety of projects, ensuring compliance with local, state, and federal guidelines. Once selected we will develop a quick response team for the Colony that will be ready for immediate deployment upon request.

### 3.1 3.1 Debris Management Process

#### 3.1.1 Schedule

**Figure 4** illustrates how the team will implement and administer its Debris Monitoring Service for Iowa Colony. This section details the technical approach and methodology that the TLC Team has in place to provide the service required for a timely effort and within compliance of the FEMA Public Assistance Program and Policy Guide, FP-104-009-2 (April 2017).



Figure 4: Debris Management Schedule

### **3.1.2 Phase 1: Pre-Event - Blue Skies Planning**

Upon award, and annually thereafter, the TLC Team will implement its pre-event planning procedures which include, but are not limited to the following:

- Review and modification of disaster and debris management plans, SOPs and other pertinent policies, procedures, and documents
- Development and maintenance of road responsibility list database
- Performance of Debris Management Site (DMS) inspections and assessments
- Facilitation of interagency training and exercises

#### **3.1.2.1 Road Responsibility List Database Development and Maintenance**

An important part of any debris operation is understanding what roads and critical infrastructure are under the Colony's jurisdiction. Using the Colony's GIS roadway files, we can provide web-based maps that can be used to delineate road networks, contractor zones, etc. Our goal is to ensure that there is a clear understanding with the Colony, regarding the road segments to be handled by each entity. Not only is it critical for reimbursement from FEMA, but it is also our responsibility to make sure that roads within our area are cleared efficiently so that we can restore normalcy to the lives of the affected citizens.

#### **3.1.2.2 Debris Management Site (DMS) Development and Use**

Iowa Colony will determine if a DMS is necessary and suitable for its debris collection project. In deciding whether to construct a DMS the Colony will need to evaluate various positives, negatives, assets, and alternatives. They include, but are not limited to:

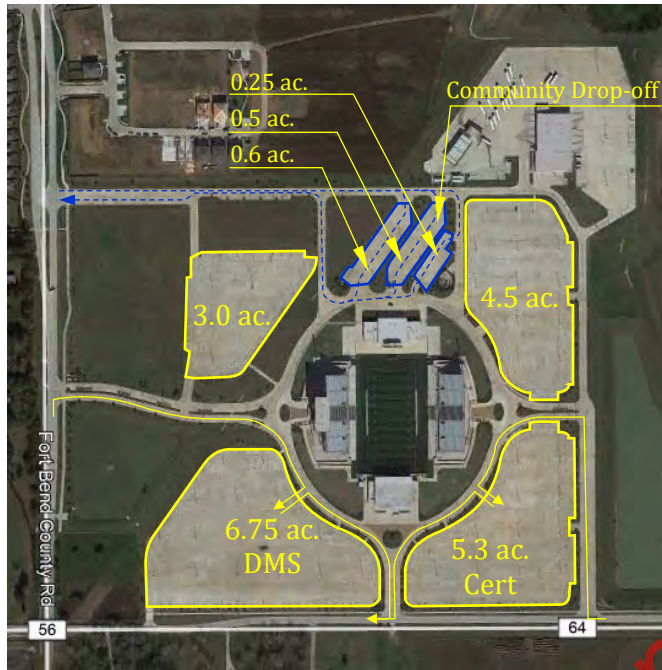
- Private and public lands used as a DMS must and shall be returned to their original, pre-event condition following site closeout.
  - Baseline data must be collected prior to construction to verify conditions at closeout.
- An independent DMS allows the Colony to set standards for how various debris will be sorted, reduced, and liquidated and it affords the Colony potential revenue (i.e., vegetation chipping and mulching for resale, metal for recycling, appliances sold to reusers).
- Minimal debris volume enables shared use DMS and landfill sites.

If the Colony determines its best interests justify constructing a separate DMS, the TLC Team will work immediately to establish the necessary baseline data. A Phase I Environmental Site Assessment (ESA) consistent with E1527-13 Standard Practice for Environmental Site Assessments, will be used to assemble the data. If a Phase I ESA is not available for the site, TLC will generate one.

Throughout the duration of the project, to ensure no extreme conditions (i.e., spills of contaminants) develop, the TLC team will monitor and compare ongoing conditions of, and collect and test soil and groundwater samples to track, the evolving DMS conditions relative to the baseline data. Baseline and evolving data will include, but may not necessarily be limited to:

- Video and photographs of the DMS,
- Documented physical features,
- Samples of soil and groundwater,
- Sketch of DMS operational layout,
- DMS Manager's documentation of quality assurance issues,

- Environmental remediation documentation,
- Household hazardous waste removal documentation,
- Contractor equipment removal documentation, and
- Contractor petroleum and other toxic spills clean up documentation.



A review of aerial images suggests that Freedom Field (**Figure 5**) would be the most suitable location to establish a DMS in Iowa Colony. There is ample space for both contractor and community drop-off. Additionally, the facility can provide access so that the commercial and community vehicles do not ever conflict with each other.

Figure 5: Use of Freedom Field for DMS and Staging Requirements

### 3.1.2.3 Inter-agency Training and Exercises

Beginning in March of every year, the TLC Team begins its annual readiness program. This program includes testing, training, conducting exercises, checking inventory for manual tickets, truck certification forms, debris monitor manuals, and updating any manuals or forms with new requirement changes as necessary. Our team will update its knowledge with FEMA guidance, NIMS processes, emergency response and OSHA training. Deployment plans, GIS maps, and other materials are updated with the most current data and emergency response information such as hospitals, fire rescue, and police locations. As part of our contract, the TLC Team is prepared to provide two (2) training or exercise sessions per year to the Colony's staff at no cost.

### 3.1.3 Phase 2: Activation/Mobilization Plan – First 72-Hours Pre-Storm

Once activated, senior leadership from the TLC Team will meet to establish strike teams and begin coordinating staging areas from one of the six (6) team member offices located directly in the Greater Houston area, or from the three (3) offices strategically situated outside of Houston in San Antonio, Dallas, and Austin. Leadership will establish contact with the Colony and initiate a daily conference call to determine resource requirements, coordinate with the debris hauler and review the Colony's emergency policies and contracts.

Other activities will include:

- Mobilize crews and coordinate logistics (housing, equipment, etc.)
- Touch Mobile ADMS setup & training

- Review critical areas of concern & establish preliminary debris clearance priorities.

#### **3.1.3.1 Review Critical Areas of Concern & Priorities**

In anticipation of an event, the TLC Team will be proactive in recognizing potential areas of impact that could disrupt a community. By analyzing existing data of areas prone to flooding or primary emergency routes, the Colony can prioritize resources and deployments in areas of greatest impact. By being proactive, we can restore critical infrastructure faster; clear major collectors and emergency routes more efficiently and use resources more effectively.

#### **3.1.3.2 First 72-Hours Post-Storm**

In addition to the staff of debris management personnel that will be one hundred percent (100%) committed to Iowa Colony, the TLC Team has decided to hire local to assist the Colony in recovering not only physically but financially by providing local jobs.

Once logistics are squared away, the TLC team can jump into action and begin to aid in debris response and recovery activities immediately. Our team members are cross-trained and able to assist in all debris management activities where needed. These activities may include:

- Emergency road clearance support,
- Coordinating and conducting damage/debris assessments with Colony,
- Establishing/Maintaining equipment logs, timesheets, and other documentation,
- Recruiting & Training monitors and supervisors,
- Activating TDSRS locations, performing baseline condition, permit and environmental assessments,
- Initiating and assisting with implementation of the Public Information Strategy,
- Initiating and assisting with implementation of the Health & Safety Strategy,
- Conducting and documenting equipment certifications, and/or
- Implementing Quality Assurance.

Using our Automated Debris Management System (ADMS) our monitors can easily and accessibly monitor all debris removal activities. The system will allow the monitors to conduct an inventory of blocked roads requiring immediate clearance, administer the monitoring and documentation of contractor labor and equipment to track time and material charges, and download this information for quick processing to produce operational maps and well as track clearance progress.

#### **3.1.3.3 Application of Damage Assessment and Waterway/Hidden Objects Debris Technology**

The TLC Team has the capability of providing geomatics solutions by using mobile LiDAR/scanning, unmanned aerial systems, and other technology to locate debris not visible to the naked eye. This technology lets us perform debris and damage assessments that could not otherwise be seen, allowing us to provide FEMA with proper documentation for their files.

#### **3.1.3.4 Equipment Certification**

Correctly certifying trucks and other equipment is a critical component of any debris operation. Because the typical vehicle can make hundreds of runs, small discrepancies can add up to big dollars. The ADMS Truck Certification App was designed to reduce the potential for miscalculations and ensure federal and state guidelines are followed. By providing step-by-step



instructions for a Capacity Review, the ADMS reduces the opportunity for discrepancies. The system automatically calculates the volume of the vehicle eliminating human error.

### **3.1.4 Phase 3: Implementation – First 90 Days Debris Removal**

During the first ninety (90) days following the event, the TLC Team will work continuously to meet all the debris monitoring needs of the Colony, while ensuring compliance with all local, state, and Federal standards. This kind of attention and action is critical to ensure maximum recovery and reimbursement if the Colony chooses to opt into FEMA's Public Assistance Alternative Procedures (PAAP) Program for debris removal. Debris monitoring activities during this phase include:

- Daily briefings & Touch Mobile ADMS reports
- ROW debris collection monitoring
- Data management & invoice reconciliation
- Coordination with other agencies (FEMA, FHWA, TxDOT, UASI, etc.)
- Special project management (Private Property Debris Removal, Waterway, etc.)

#### **3.1.4.1 Daily Briefings and Reporting**

TLC recognizes that debris management operations are fluid and can change on a daily basis. The Team will be available to the Colony daily during operations to ensure that goals, objectives, and priorities are being addressed and met. Additionally, our ADMS is built to prepare and export customized reports in real-time, ensuring that stakeholders are receiving the information needed in a timely manner.

Using the ADMS and GIS maps, the TLC Team will create live maps displaying work forces, contractor staging areas, and road prioritization. This immediate knowledge will give the Colony real-time situational analysis options by knowing exactly where every crew and emergency response personnel are located and what they are doing.

#### **3.1.4.2 FEMA Section 428 PAAP Program**

On January 29, 2013, President Obama signed into law the *Sandy Recovery Improvement Act of 2013* (SRIA) (P.L. 113-2). Specifically, the law adds section 428, which authorizes alternative procedures for the Public Assistance Program.

The law provides for financial incentives and disincentives for timely and cost-effective completion of debris removal programs which include:

- A Federal share sliding scale,
- Two percent (2%) overall financial incentive for debris removal work in the first ninety (90) days,
- Reimbursement for regular time and overtime for force account staff, and
- Retention of recycling revenue.

The TLC Team will work with the Colony to determine if it wants to take advantage of this program by presenting both the pros and cons. Should the Colony decide it wants to pursue the PAAP program, we will work with the Colony to ensure that FEMA is notified by signing and submitting the Public Assistance Alternative Procedures Pilot Program for Debris Acknowledgement before the required deadlines and assist with all reporting requirements.



### **3.1.5 Phase 4: Closeout**

#### **3.1.5.1 One Hundred Twenty-Day Closeout**

The TLC Team's goal is to have all applicable debris addressed and removed in the first ninety (90) days following an event. Not only will this maximize reimbursement under the PAAP Program's sliding scale, but it will allow ample time for closeout of debris operations, aiding in expediting reimbursed funds to the Colony. Some of the activities that take place during the closeout phase include:

- Final reconciliation of hauler contractor's invoices,
- Final reports and documentation (issues & complaint logs, truck certifications, electronic ticket logs, etc.),
- Document turnover,
- Assistance with Category-A Project Worksheet development, and
- Request for information and appeal support, if necessary.

#### **3.1.5.2 Contractor Invoice Reconciliation**

The first step in our Contractor Invoice Reconciliation process begins during the Pre-Event Phase with uploading of debris contractors cost codes into the ADMS.

The next step is the completion of Haul Tickets (a.k.a. load ticket). The system comes with pre-printed haul tickets to exclude any need for printers to be used in the field. Furthermore, these tickets are designed to minimize the amount of data required for entry by field and tower monitors, which reduces the chance for human error.

The information collected on each ticket associated with a unique barcode is then uploaded into the data management system providing immediate access to cost information. There is also an "after the fact" security check to ensure that false tickets are not in the system. This information can be checked daily and produced immediately to reconcile with the debris hauler's invoices.

#### **3.1.5.3 Debris Management Site (DMS) Closeout**

As stated, any private and public lands used as a DMS must and shall be returned to their original, pre-event condition following site closeout. Baseline data will be used to achieve the needed condition.

### **3.1.6 Added Value - FEMA Public Assistance Consulting Services**

The TLC Team has assisted countless communities in recovering costs for damages due to natural and man-made disasters through FEMA's Public Assistance as their disaster recovery consultants.

Our ability to manage both debris operations and assist in the project formulation for emergency work has provided our clients with quicker access to recovery funds that has led to speedier recoveries. By becoming an extension of your staff, we can offer the guidance and solutions to challenges around the corner.

Our staff is comprised of subject matter experts and technical engineers that can support damage assessments, PW development, financial analysis, monitoring, compliance, cost analysis, CEF estimating, mitigation, policy efforts, litigation, arbitration, appeals support, training, Long-Term Community Recovery (LTCR) as well as program review and closeout operations.

### **3.1.7 Other Resources**

#### **3.1.7.1 Unmanned Aerial Vehicles (UAVs) (Drones)**

The TLC Team utilizes drone and GIS technologies to provide aerial photographs of debris sites to assist in quantifying debris estimates and help tell the disaster story for reimbursement. We have state of the art drones available to deploy at the Colony's request. These drones can quickly assess areas that are inaccessible and dangerous, eliminating the need to put people in harm's way. By using our in-house mapping experts and licensed UAV pilots, we can work with Iowa Colony to ensure effective documentation for FEMA.

#### **3.1.7.2 SAR-CoV-2 Response**

Although we are fortunate that vaccines have been developed to reduce the SAR-CoV-2 (COVID-19) pandemic and return us to normal, most health and medical professions are not convinced that we are completely free of the COVID-19 threat. New strains and mutations are frequently being discovered that pose risks. Senior infectious disease experts have suggested that COVID-19 will be a disease for which we will need to be continually vaccinated, much in the same way that people receive an annual flu shot.

TLC began working with various technologies in early March 2020 to find a method to minimize the spread of the disease. Ultimately, we developed a six (6)-stage protocol that was shown to be very successful.

- Stage 1: Pretraining: Eliminating confusion.
- Stage 2: Risk Assessment: Identifying the areas that need to be addressed first.
- Stage 3: Touchpoint Cleaning: Treating areas used most often.
- Stage 4: UV-C Light Treatment: Application of UV-C Light into spaces.
- Stage 5: Cleanup: Surface wipe-downs.
- Stage 6: Treatment Verification: Proof that the virus is neutralized.

This is a service that still has value to the community and one that we would be able to provide Iowa Colony for its colony-wide needs.

The treatment is still eligible for reimbursement by FEMA.

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### 3.2 Automated Debris Management System (ADMS)

#### 3.2.1 Touch Mobile ADMS Platform Summary

The TLC Team has strategically partnered with Mobile Epiphany to bring Iowa Colony a “**True Automated Debris Management System.**” In addition to tracking and reporting on debris monitoring operations, the Touch Mobile Platform can incorporate debris haulers’ elements including certifying trucks, tracking insurance, and assigning work crews to specific sectors if required.

Touch Mobile ADMS mobilizes data collection, automates processes, and generates reports for jurisdictional monitoring of debris operations. It is a comprehensive solution that:

- Increases visibility in each step of the processes,
- Streamlines accurate data collection,
- Conforms to FEMA debris management guidelines, and
- Prevents fraud in every step of the process.

The software is an application (app) that runs on almost any of today’s modern smart devices, including cell phones and tablets running Apple, Android, Blackberry, or Windows PC operating systems. Touch Mobile ADMS incorporates all of FEMA’s documented best practices to guide the user through a step-by-step approach for recording all data.

The system has built in processes for each of the following user types (**Figure 6**) and actions in a debris management operation:

- Debris Management Contractor (Hauler),
- Truck Certifier,
- Debris Monitoring Contractor,
- Monitor Supervisors,
- All monitor types, including:
  - Field, Tower, and Leaner, Hanger, and Stump (LHS)
- LHS Supervisors, and
- Jurisdictional personnel.

#### 3.2.2 Step-by-Step Instructions and Built-in Quality Assurance

One of the challenges during a debris monitoring operation is the rapid onboarding and training of debris monitors. In addition to the in-person training that our monitors will receive prior to being deployed, we will also provide training on the Touch Mobile app. In addition to classroom

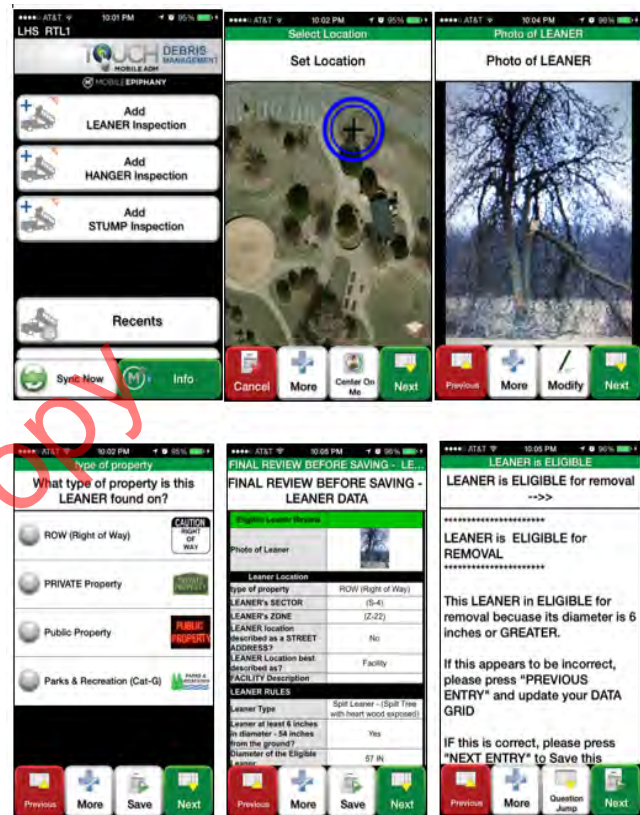


Figure 6: LHS Team Screens

instruction, the app will allow our monitors to receive on-the-job training and, more importantly, backstop their in-field proficiency with step-by-step instructions on how to complete their specific tasks. This ensures uniformity and catches errors “real-time” in the field, and not at the end of the day when monitors report back to the office and have their tickets reviewed. Additionally, the software also has “over-the-shoulder” capabilities that allow data managers to observe the monitors’ work and provide “in-progress” impromptu person-to-person additional training for problem areas.

### 3.2.3 Real-Time Reporting

Although most systems claim to have real-time reporting, most require the monitors to wait and load their systems once they have returned to the office. With Mobile Touch ADMS, as soon as users have an internet connection and engage the “sync” operation (**Figure 7**) the data they have been collecting is uploaded into the system, typically within a matter of just seconds, but rarely more than a few minutes.

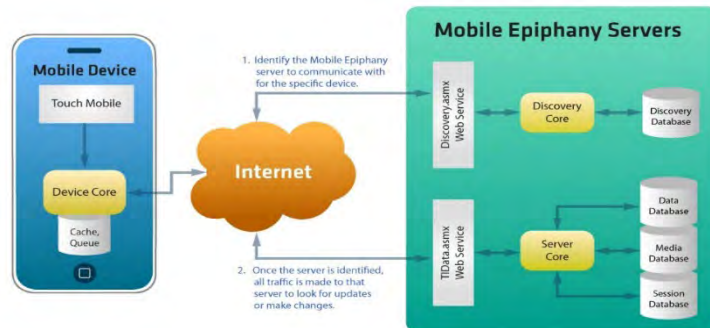


Figure 7: Syncing Process

### 3.2.4 Paperless and Electronic Load Ticket Generation

Touch Mobile ADMS comes with pre-printed load tickets (**Figure 8**) to exclude the need for any printers to be used in the field – a common point of failure for most systems. Furthermore, these tickets are printed in a way that they are designed to minimize the amount of data required for entry by the field monitor and the tower monitor to keep the system moving at a brisk pace.

#### 3.2.4.1 Advantages

Nobody likes being frustrated. One of the biggest fears for monitors that desire to take their work seriously is that of a system malfunction that delays the progress of work, complicates their job, or produces the risk of being seen as incompetent. Not feeling a nagging fear of such a malfunction makes it easier to do the work and generally results in a higher quality, more accurate product.

#### 3.2.4.2 Benefits

**Fraud Protection:** The combination of recorded bar codes and device determined security codes at both ends of the process allow for “after the fact” security checking to ensure that false tickets are not in the system.

**Redundancy:** Physical ticket stubs retained by monitor serve as a backup in case the monitor’s device is damaged or lost before offloading data to the network.

**Point of Failure:** Reduces the need for printers in the field.

**Cost Savings:** A single system malfunction, regardless of whether it is very minor and easily corrected, diminishes the confidence of the monitor in their work and the equipment that they are using to perform it. No matter if, and/or by how much, the monitor takes pride and responsibility for their work, and no matter how



Figure 8: Load Ticket

### 3.2.5 Reports From the ADMS Platform

The genius of the Touch Mobile ADMS platform is that it tracks and collects data on every aspect of the debris removal monitoring operation. There is no piece of information that, if it is not already collected, cannot be tracked properly, and collected (**Figure 9** illustrates the types of reports and forms that the software can produce). Work Crumbing® technology records all data with date, time, and GPS location for event tracking and worker productivity analysis. As well, the software

can integrate with existing systems such as WebEOC, SWL Server, SAP, ESRI, etc. The PC reporting is Cloud-based with the “Report Manager” application that allows:

- Reports to be run anywhere in the world via any web browser on any device OS
- Multiple Formats of Reports (PDF, XLS, XLSX, etc.)
- Customized Report Designs (MS SQL reporting tool)

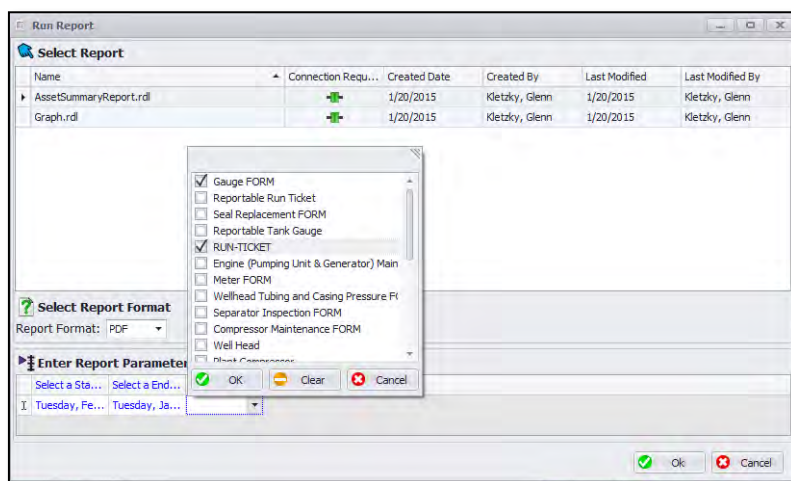


Figure 9: Report Screen

### 3.2.6 Report Type Development

Once selected as your debris monitoring contractor, the TLC Team will schedule a meeting with Iowa Colony staff to customize reports based on the data, format, and frequency that the Colony wants to see. This will include items specifically addressed in the RFP in addition to ad-hoc requests, and reports that the Colony did not think was even capable from such a system.

**Figure 10** through **Figure 14** are a few samples of customizable reports that are available in the system.

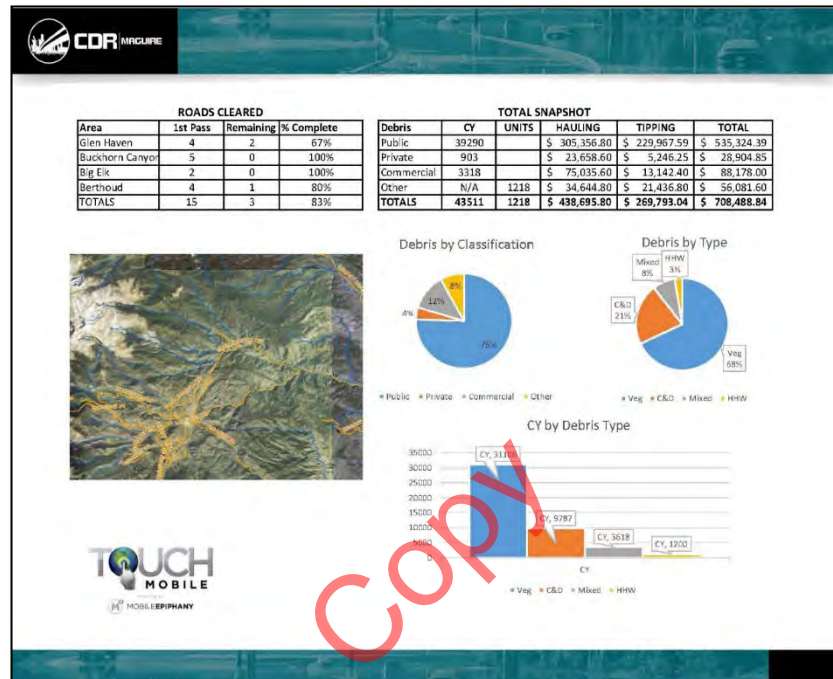


Figure 10: Daily Operational Report

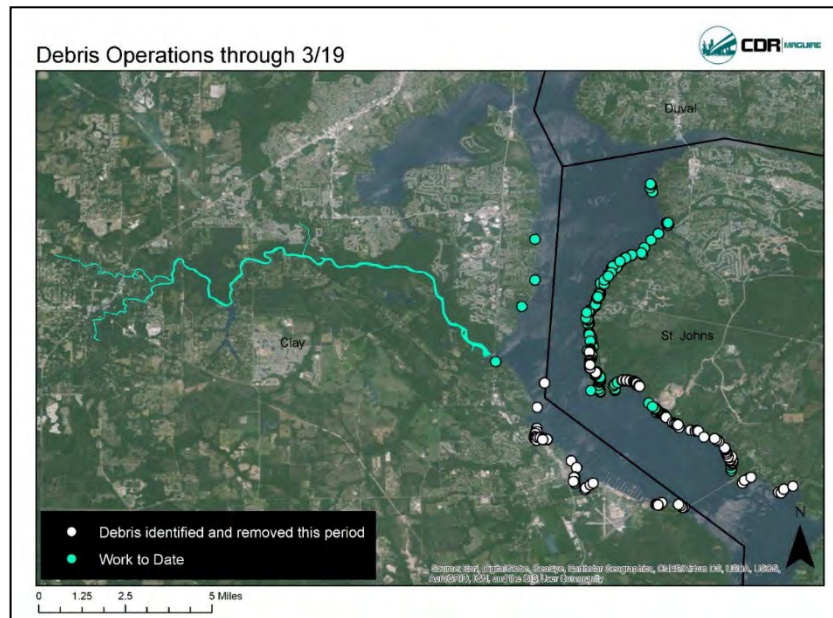


Figure 11: Daily Operational Report



# Debris Monitoring Service

FDEP ST JOHNS RIVER WATERWAY DEBRIS REMOVAL  
DISASTER DEBRIS OPERATIONS

03/20/17  
FEMA DR-4283-FL

DAILY REPORT OF OPERATIONS

THIS IS NOT AN INVOICE AND DATA ARE SUBJECT TO CHANGE

\*\*\*\*\*DEBRIS OPERATIONS FOR 3/12-3/20\*\*\*\*\*

CrowderGulf (Debris Removal) this Period

Disposed CY Debris:	Vegetative	C&D	Mixed	Quantities
Rosemary Hill (Clay) Landfill (CY) -	543	374	1111	2028 CY
St Johns County Landfill (CY) -				0 CY
Putnam County Landfill (CY) -				0 CY

Total CY Debris Disposed by CrowderGulf = 2028 CY

Per Each Debris Streams:	Tires	E-Waste	White Goods	W/G Freon	Per Each
(PER EACH) -					

Costs this Date:	Quantity	Costs	Tipping	Sub-Total Costs
Rosemary Hill (Clay) Landfill (CY) -	2028	\$324,480.00	\$10,416.90	\$334,896.90
Per Each Debris Streams -	0			\$0.00

Total CrowderGulf Costs = \$334,896.90 88.87%

CDR Maguire (Debris Monitoring) this Date

	Personnel No.	Total Hours	Rate	Sub-Total Costs
Project Manager:	1	16.00	\$125.00	\$2,000.00
Field Supervisor:	3	93.00	\$90.00	\$8,370.00
Field Supervisor OT:		15.50	\$115.00	\$1,782.50
Debris Monitor:	12	287.75	\$45.00	\$12,948.75
Debris Monitor OT:		38.75	\$55.00	\$2,131.25
Data Entry:	2	10.00	\$40.00	\$400.00
Boat Captain:	12	191.00	\$75.00	\$14,325.00

Total CDR Maguire Costs = \$41,957.50 11.13%

Total Operational Costs this Period = \$376,854.40

Total Operational Costs to Date:

	Quantity	Costs	Tipping	Total Costs	
CrowderGulf (CY Debris):	15833	\$2,552,737.20	\$86,607.70	\$2,619,887.70	86.38%
CrowderGulf (Per Each Debris):	0	\$0.00	\$0.00	\$0.00	0.00%

Total Costs

CDR Maguire (Monitoring):				\$413,038.75	13.62%
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Total Operational Costs to Date = \$3,032,926.45

All numbers are preliminary and subject to revision until finalized through invoice reconciliation.

Figure 12: Progress Report

Truck Bed Capacity Review

Truck Capacity Calculations

Rounded Net Capacity34.66 CY

Truck Details

Truck TypeDump Truck  
Tail Gate TypeSolid Tail gate

Calculation Breakdown

Gross Capacity34.72 cy  
Total Standard Deductions0.06 cy  
Tail Gate Offset Deduction0 cy  
Net Capacity34.66 cy

Bed Dimensions

Bed Length225 IN  
Bed Width90 IN  
Bed Height80 IN

Deductions

Chamfer(s) Amount  
Length  
Width  
Height  
Total Chamfer Deduction0 CY

Truck Bed Capacity Review

Total Chamfer Deduction0 CY

Fillet(s) Amount

Length  
Width  
Height  
Total Fillet Deduction0 CY

Wheel Well(s) Amount

Length24 IN  
Width9 IN  
Height20 IN  
Total Wheel Well Deduction0.062 CY

Dog House

Length1  
Length2  
Width1  
Width2  
Height  
Total Dog House Deduction0 CY  
Other/Unusual0 CY  
Total Deductions0.06 CY

Truck Placard Information

Please write the following information - "LARGE AND LEGIBLE" - on the placard and apply the placard to the driver's side of the truck

CERTIFIED TO HAUL CUBIC YARDAGE

UNIQUE CREW ID #4567  
UNIQUE TRUCK ID #5bry  
TRUCK CAPACITY34.66 CYs  
APPLICANT's NAME (City, County Etc)Applicant's Name \*MUST\* be on the Placard

Figure 13: Truck Certification Report

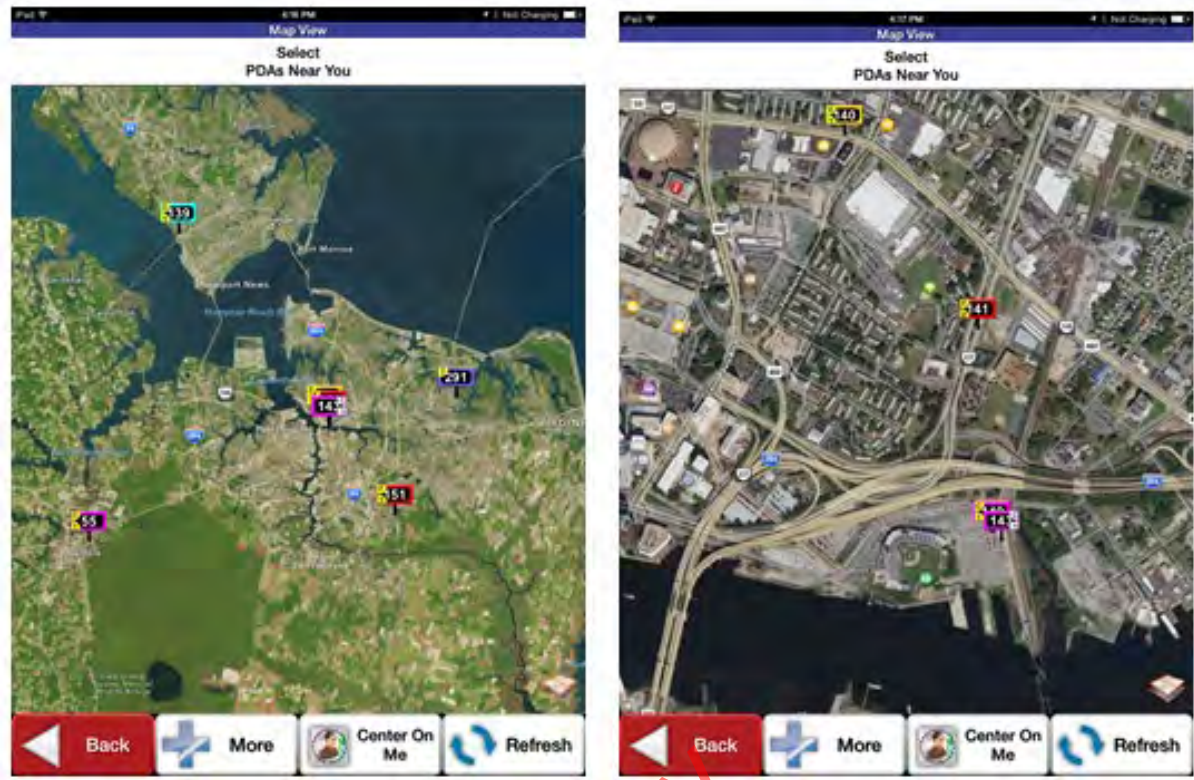


Figure 14: Geo-Spatial Report

### 3.2.7 Application of the ADMS to Iowa Colony-Specific Project Characteristics

Before an event, the TLC team will update our Touch Mobile ADMS system with information including haul contractor costs by debris type, DMS location, and other information, as necessary. This will assist in advancing debris removal operations once a contractor is activated. We will work with Iowa Colony staff to discuss reporting and training requirements for internal staff.

It is important to note that the Touch Mobile ADMS System was specifically designed to walk users through their work functions by providing them with a series of prompts (**Figure 15**)

ensuring FEMA compliance and reducing the amount of data entry down the road. This step-by-step function is unique in that it allows for on-the-job training and serves as a quality control measure of the system.

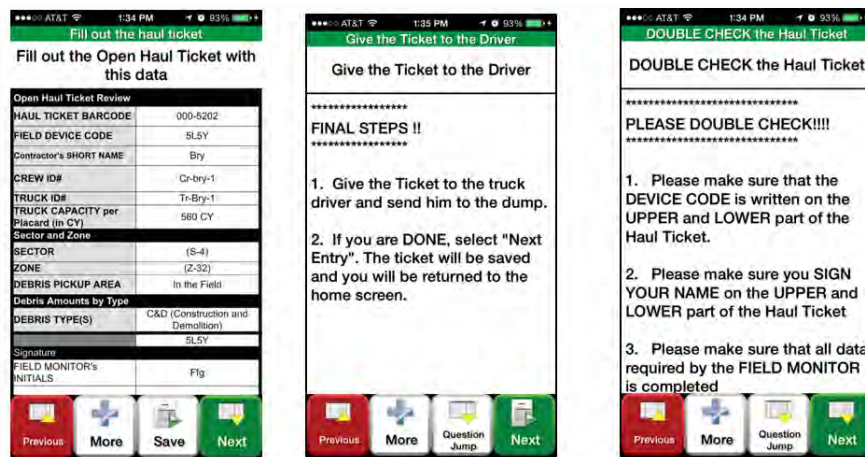


Figure 15: On-Screen Directions for Accurate Data Input

### 3.3 Implementation of Monitoring

This section provides a discussion on how the TLC team will implement the project to provide the greatest benefit to Iowa Colony.

#### 3.3.1 Mobilization

We have two (2) stages of mobilization.

##### 3.3.1.1 Internal Mobilization

We track storm activity and follow a variety of early warning notification indicators to make sure we are working with the latest data. As soon as we detect a storm that could become a threatening event, we begin tracking it on maps.

##### 3.3.1.2 On-Site Mobilization

Our team is traditionally fully mobilized once the initial seventy (70)-hour first push has elapsed. However, various needs of communities may cause us to mobilize personnel to assist in the first push. This is our standard schedule of mobilization.

- Hour 0 – 70: First push assistance if and as help is requested.
- Hour 71 – Day 1: Reconnaissance by traditional means for potential debris accumulations initiated.
  - DMSs identified and development begins.
- Day 1 – 3: Aerial and amphibious (as needed) reconnaissance initiated.
- Day 3: Forward monitoring crew deployed.
- Day 3 – 10: Rapid monitor recruitment and training.
- Day 11 – 90: Continuing debris removal monitoring operations.

The image in **Figure 16** illustrates that the current and anticipated workloads of our lead personnel in each of the required fields will not interfere with or prevent the TLC team getting the work completed to the satisfaction of Iowa Colony.

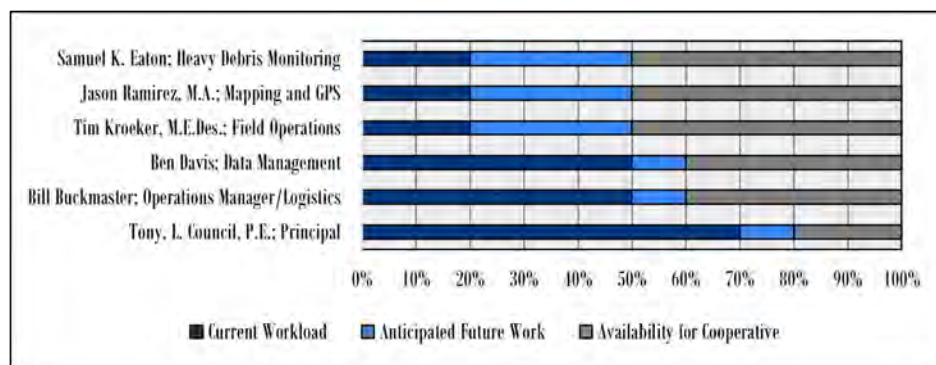


Figure 16: Work Loads and Availability



## Debris Monitoring Service

**Section 3.1** provided a debris management schedule. **Figure 17** is a collapsed timeline of the major efforts that comprise our debris removal monitoring program.

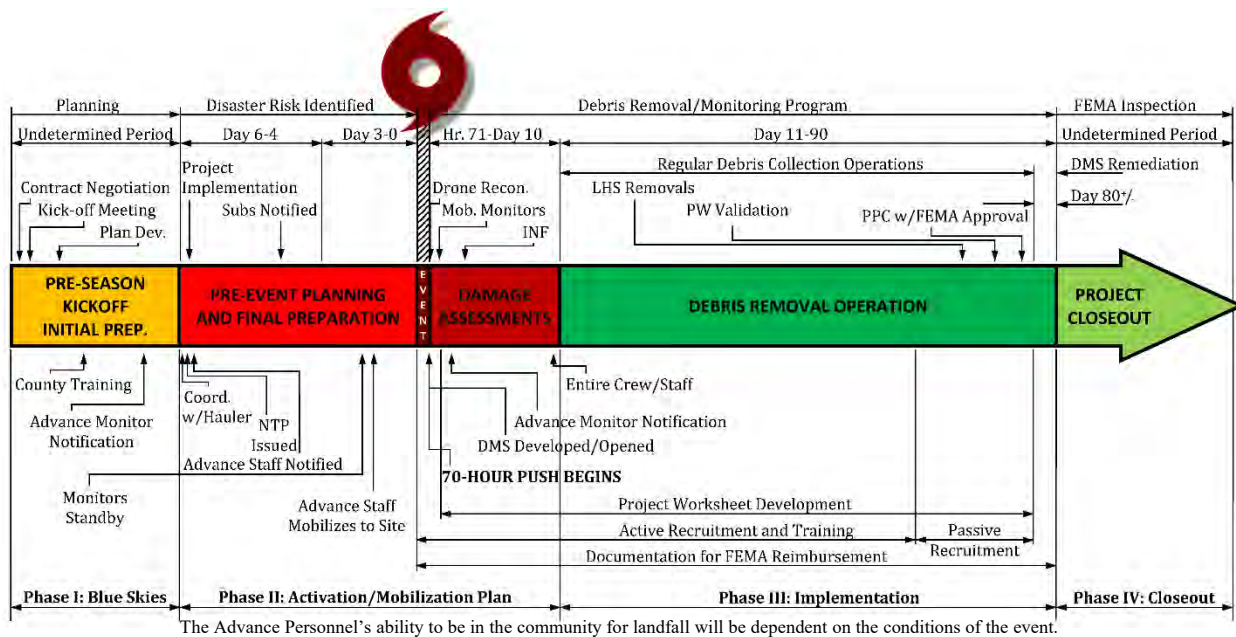


Figure 17: Debris Removal Monitoring Timeline

Making sure that the following elements of a debris removal monitoring project are handled properly, and to the satisfaction of FEMA's standards, is critical to a debris removal operation. How these items were handled will be scrutinized carefully by FEMA, either during the initial submission of Project Worksheets (PWs) or sometime in the future when FEMA and/or the Office of the Inspector General (OIG) has time to examine mission records. If either body determines that any were not handled properly, FEMA or the OIG can demand a refund of all funds or that portions of funds that was subject to the improper handling, stop funds currently being transferred, and/or cancel any planned future funding. *Italicized items are specified in the timeline.*

- Personnel Recruitment, Hiring, and Training
- Truck Capacity Certification
- Debris Management Site Development
- Prevention and Treatment of Fraud, Waste, and Abuse by Hauling Contractor and Drivers
- Tracking Source Location, Debris Type, and Documentation
- Managing Subcontractors and Field Staff
- Data Management
- Incident Reporting
- Mobilization, Personnel Muster, and Demobilization

These items can be arranged in three (3) categories: Monitoring, Prevention and Mitigation of Wrongdoing, and Data Control.

### **3.3.2 Workforce Development and Monitoring**

#### **3.3.2.1 Personnel Recruitment, Hiring, and Training**

##### **Recruitment**

TLC will work with local resources to identify suitable potential candidates.

##### **Hiring**

TLC's internal Human Resources department will make final selections on monitors. Candidates will be selected on the basis of their ability to meet Federal Immigration, FEMA, State, Individual Agency, and TLC standards and requirements. All candidates will also undergo a criminal background check.

We anticipate that there will be fluctuations in the number of monitors over the length of the project. There are two (2) explanations for why personnel will leave the project. First, removal of debris is an important first part of recovery for a community. When the community is first hit the rate of unemployment is very high, and people will take jobs doing whatever they can. However, as recovery takes hold people who needed monitoring jobs to survive begin returning to their previous employment and the number of monitoring personnel declines.

The second reason for leaving a monitoring project is discovery of the true nature of the job. Although monitoring appears easy it has various discomforts such as heat and humidity, sometimes unpleasant smells, and other distractions. It also requires physical exertion for inspecting loads, and communication skills for interacting with the hauling operator. Our ADMS, while designed to reduce as much effort as possible, requires a certain amount of effort to learn and use properly. There is also the need for personnel to exercise early morning punctuality, as trucks begin work at first light but cannot haul debris without monitors. Finally, monitors must have a reliable and registered and insured vehicle and current valid driver's license and must have a working smart phone. Not all monitors are able to maintain those resources for the duration of the project.

##### **Training**

Upon being hired, personnel will immediately undergo training for the position. All training methods and materials will comply with FEMA's requirements, and those of TLC and Iowa Colony.

##### **Monitor Tracking and Identification**

TLC uses various methods of tracking personnel and ensuring community members of the legitimacy of monitor presence. Please refer to **Appendix F** for more details on our monitor tracking and identification protocols.

#### **3.3.2.2 Truck Capacity Certification**

Certification determines how much a truck can carry, and directly affects how much the driver and contractor are paid. It is very important that the carrying capacity is certified accurately. Proper certification requires accounting for everything that depletes a truck's capacity, such as bracing plates, the hoist cover, and other elements. Trucks also need to be periodically recertified because drivers often try to enhance their truck's capacity illegitimately.

### **3.3.2.3 Debris Management Site Development**

Debris Management Sites (DMSs) are where debris is taken to sort and prevent landfill over-filling. Establishing a DMS requires consideration of many factors, including environmental conditions, surrounding land uses, traffic, and access. Since debris includes hazardous materials of various types, DMSs should use already existing spaces such as parking facilities. Any DMS that is developed must be rehabilitated to pre-use conditions before FEMA will approve a close-out.

### **3.3.2.4 Safety**

All of the team members have the project goal of ZERO accidents and ZERO injuries, with work tasks designed to minimize or eliminate hazards to personnel, processes, equipment, and the public. No worker should ever perform a task that may endanger their own safety and health or that of others.

## **3.3.3 Prevention and Mitigation of Wrongdoing**

### **3.3.3.1 Prevention and Treatment of Fraud, Waste, and Abuse (FWA)**

Fraud, waste, and abuse (FWA) is a serious matter because it can haunt a community for many years after the event; FEMA places all responsibility for FWA onto the community. It must be revealed, tracked, and recorded constantly but can be largely prevented without undue or onerous efforts. Debris Site Monitors must record load data carefully and properly. DMS entrance monitors need to act with great vigilance when loads are approved. DMS exit monitors must prevent trucks from leaving unless completely empty. Certifiers must periodically perform random roaming field spot checks and recertifications. Repeat offending operators must be banned from debris hauling work. Contractors must be penalized if they do not take action against unlawful drivers and practices.

### **3.3.3.2 Prevention of Monitor Involvement**

Not all efforts to commit FWA are solely perpetrated by the debris removal operators. There are cases where the monitor(s) and the operator(s) are equal participants in FWA. Monitors must keep conversation to the minimum required to complete their loading and tower tasks. The frequency of monitors working with the same operators must be limited, widely spaced, or prevented entirely. Tower monitors need to be rotated around all DMSs or rotated between tasks. Supervisors need to be vigilant at all times.

### **3.3.3.3 Comprehensive Automated Debris Management System (ADMS)**

Paper records can be altered and modified; the minimization of paper records is a compelling reason to have a highly comprehensive and thorough ADMS. Our system is built on providing absolute data transparency, real time data tracking, and immediate data reporting. It applies the principle of appropriate access by responsibility to prevent people being able to handle data for which they do not have authorization. FWA can be spotted by data managers quickly and readily.

### **3.3.3.4 Zero Tolerance**

Even the most honest and proficient worker can make mistakes; highly paid professional athletes demonstrate that every day. Most of the waste and apparent abuse is inadvertent and unconscious. It can be caused by fatigue, over stimulation, workloads, etc. All of these can be remedied quickly



with no additional issues. However, personnel who demonstrate repeated sloppiness, disregard for policy and procedure, resistance to correction, unwillingness to perform their tasks responsibly are ideal candidates for illegal behavior. They must be removed from the job when it becomes obvious that these traits and characteristics cannot be stopped through counseling.

If a monitor or any other personnel is found or sufficiently suspected to have been involved with illegal behavior, TLC work closely, to whatever extent is justified, with law enforcement to ensure that the individual found or sufficiently suspected is charged to the full extent that their actions deserve.

### **3.3.3.5 Incident Reporting and Handling**

Accidents happen. Nerves get frayed. While debris haulers typically make efforts to prevent damages to private property, the use of heavy equipment sometimes causes inadvertent impacts to mailboxes, and other features. In some cases, homeowners feel that their property is in worse condition after the debris removal crew than before. We also know that some debris (i.e., flooded automobiles) make it difficult to prevent all damage during curbside collection. The multiple types of trauma that are felt by homeowners often result in them feeling hurt and disrespected by comments of the operators and/or monitors and/or the actions in the way debris and their former cherished possessions are handled. We have a database that records, tracks, and reports all incidents with roughly one hundred (100) potential data points, and we work hard and quickly to make sure that these residents are not revictimized and their concerns are addressed as quickly as possible.

### **3.3.4 Data Control**

#### **3.3.4.1 Tracking Source Location, Debris Type, and Documentation**

The following list is comprised of some of the data that is acquired for each load that is monitored.

- Ticket Type
- Debris Type
- Ticket Date/Time
- Disposal Location
- Truck ID
- Longitude
- Barcode
- Latitude
- Contractor Short Name

#### **3.3.4.2 Managing Hauling Contractors' and Field Staff Collected Data**

##### **Morning Contractor Datapoint Transfer**

Our team will coordinate with the debris hauling contractor regarding the collection of data to sufficiently provide Iowa Colony necessary data. We will also work with Iowa Colony to make sure that the hauling contractors abide by their contractual obligations and remain on the job until all debris is properly collected.

Typically, the data is generated and then transmitted by fax or email. We will work with the contractor to develop an electronic system whereby the data is digitally sorted into the reporting formats. At the very minimum we will require and seek the support of Iowa Colony to have the data arrive in an electronically produced spreadsheet format. This will make it much simpler for loading into our software. Data that we will be seeking from the contractor will include, but may not be limited to:

- Number of crews and types and quantities of equipment to be deployed that day,
- Areas where crews and equipment will be assigned,

- Status of DMS operations, including volumetric reduction methods to be employed,

### **Evening Summaries**

These summaries will be the outcome of the data that our team will have collected over the course of the day. Data includes but is not limited to:

- Complaint referrals,
- Monitoring issues,
- Numbers of monitoring crews deployed and locations where crews were assigned.
- Damage referrals or updates,
- TDSRS issues,

### **3.3.5 Data and Quality Assurance**

In addition to our attention to details of the items mentioned previously, these are the characteristics of our ADMS that control data, ensure high quality production, and produce transparency and accountability.

- A single device system (No Printer needed) for Field monitors. Only a smart phone or tablet, in combination with pre-printed tickets, is required.
- A Multi-User System which enables all personnel across the entire debris removal monitoring operation to use the same software without needing to migrate (and potential) lose data across noncompatible platforms, and which restricts data access on the basis of job responsibility.
- A system that allows managers to periscope in on individual monitors at any time to ensure data accuracy.
- An enterprise-class reporting system that allows TLC to run a wide variety of report types at any point in time to see the project's current status, current expenses, etc.
- A multi-faceted anti-fraud technology that is designed to detect multiple types of fraud in multiple different ways.
- A complete mobile and back-office software system that addresses the entire spectrum of data collection required in a professional debris removal project, not just haul tickets.

### **3.3.6 Data Encryption**

An argument sometimes used to justify wariness of using an ADMS is data security. Our ADMS has highest quality encryption strength. All data on mobile devices or PCs is Advanced Encryption Standard<sup>2</sup> (AES-256)-encrypted. All data in motion (aka transmitted data over the internet) is also encrypted using the newest standards (Transport Layer Security<sup>3</sup> (TLS)

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<sup>2</sup> The Advanced Encryption Standard (AES) ... is a specification for the encryption of electronic data established by the U.S. National Institute of Standards and Technology (NIST) in 2001. AES is included in the ISO/IEC 18033-3 standard. AES became effective as a U.S. federal government standard on May 26, 2002, after approval by the U.S. Secretary of Commerce. AES-256, which has a key length of 256 bits, supports the largest bit size and is practically unbreakable by brute force based on current computing power, making it the strongest encryption standard.

<sup>3</sup> TLS is a cryptographic protocol designed to provide communications security over a computer network. Several versions of the protocol are widely used in applications such as email, instant messaging, and voice over IP, but its use as the Security layer in HTTPS remains the most publicly visible.

The latest PCI compliance standards require that any site accepting credit card payments uses TLS 1.2 after June 30, 2018. Even though there was some time before TLS 1.2 was required for Payment Card Industry Data Security Standard (PCI DSS) compliance, most internet services were already moving to require support of TLS 1.2 in 2017. Services such as PayPal, Authorize.net, Stripe, UPS, FedEx, and many others by then were supporting TLS1.2 and had announced that they would eventually refuse TLS 1.0 connections.

1.3)-encrypted Secure Hash Algorithm (SHA)-4096. Once at Amazon's Servers, the data is protected by Amazon's best-in-class security standards and fire walls.

### 3.3.7 Demobilization

We do not anticipate personnel levels to remain consistent through the project. There will be a build-up as debris volumes multiply. This labor demand will eventually plateau and will then be followed by a drop-off of need.

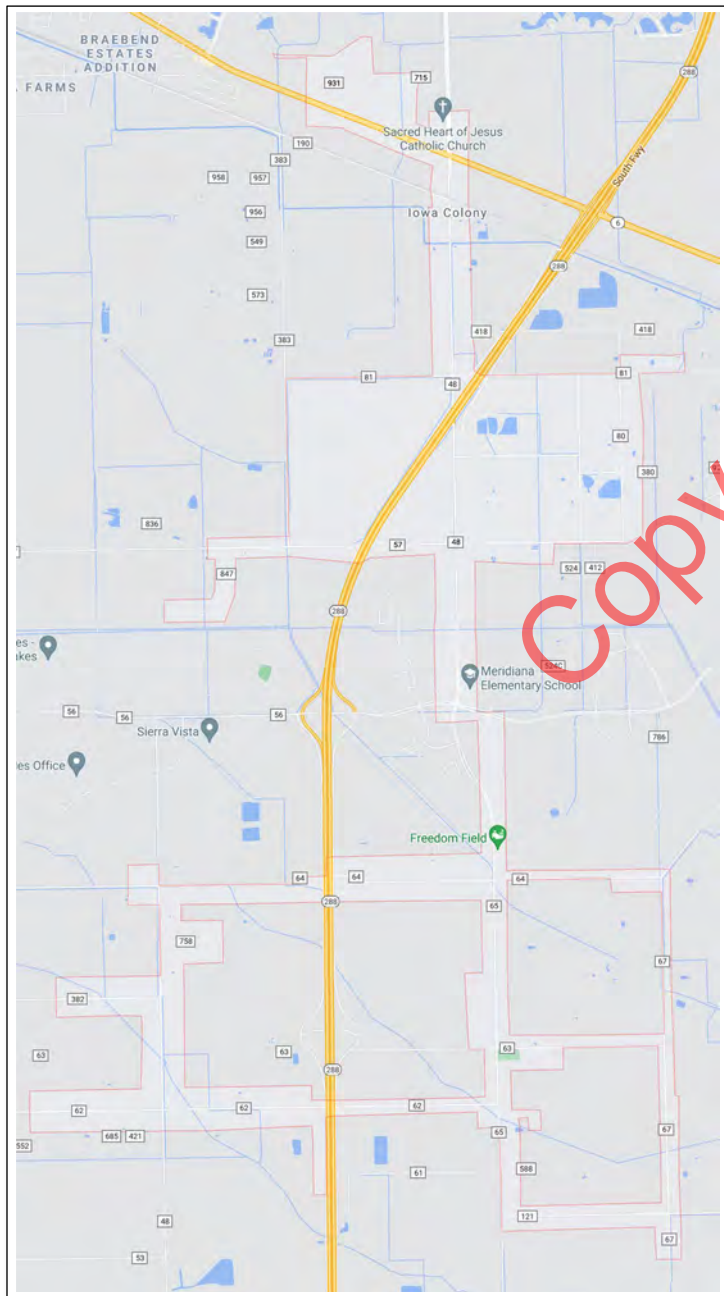


Figure 18: Iowa Colony Limits

As the need falls away the personnel levels will be trimmed. The number of haul operators will determine how many monitoring personnel are needed.

### 3.4 Critical Concerns for Prevention of Audits

#### 3.4.1 Debris Location Eligibility

Debris eligibility is dependent on three (3) factors. To be eligible, the debris must meet all of the following. The debris must be:

- Generated by a Presidentially declared disaster.
- Located within the designated disaster area.
- The legal responsibility of an eligible applicant to remove.
- An immediate threat to life, improved property, or public health and safety (44 CFR §206.223 and §206.224).

For Iowa Colony, this will require some careful consideration and coordination between the Colony, County, and State.

The majority of the roads that cross the community (23) are County roads (**Figure 18**). There are also two (2) TxDOT on-system roadways. The list below identifies the roads that may be under the jurisdiction of other agencies. The determination of which roads are eligible will be

In 2019, TLS 1.3 became of the requirement for PCI DSS compliance.

verified during the “blue sky” period to ensure that the project does not remove debris from roadways that are not the legal responsibility of Iowa Colony’s to remove.

<b>Table 2: Roadways Whose Legal Responsibility May Not be Iowa Colony’s</b>			
<b>County Roadways in Iowa Colony</b>			
County Road 48	County Road 64	County Road 382	County Road 685
County Road 56	County Road 65	County Road 383	County Road 715
County Road 57	County Road 67	County Road 412	County Road 758
County Road 61	County Road 80	County Road 418	County Road 847
County Road 62	County Road 81	County Road 421	County Road 931
County Road 63	County Road 121	County Road 524	
<b>TxDOT On-System Highways in Iowa Colony</b>			
State Highway 6		State Highway 288	

### **3.4.2 Debris Type Eligibility**

In addition to the locations from which debris may be collected by Iowa Colony’s debris removal contractor, there are regulations for what can be collected and under what conditions the collection is eligible.

According to FEMA’s Public Assistance Debris Monitoring Guide (March 2021) all debris must be handled in separate types. No two (2) types of debris can be mixed. Further each type of debris must be handled in type appropriate locations. For example, white goods and E-waste cannot be processed at the same DMS.

FEMA will not reimburse costs for collecting garbage that the occupant of the home would otherwise put out for collection for regular municipal service. To prevent residents comingling household garbage and debris containers (including bags) must be of a clear or translucent material. Black, green, or other colored bags are prohibited because it is impossible for the debris collection crew and DMS reduction personnel to know the substance with which they are dealing. Placing certain types of materials in the same container can cause serious human and environmental health hazards.

FEMA also will not reimburse for debris that requires special authorization, if the authorization was not secured prior to the collection. Waste that is putrescent (fleshy organic matter), infectious, and/or chemical, biological, radiological, and nuclear-contaminated will be authorized by FEMA on a case-by-case basis before they are collected.

Finally, certain type of vegetative debris must also be pre-authorized for collection by FEMA. This pertains to whole trees that have been downed, tree stumps that have been exposed, and tree branches that are caught in the limbs of other trees. FEMA has special standards and requirements for what types of these debris it will reimburse costs.

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### 3.4.3 Truck Capacity Certification

First, FEMA does not make allowances or excuses for communities that are victimized by load violations. The community, and by extension the monitoring company, bears all responsibility for fully ensuring compliance with all capacity regulations.

Since the volume that can be hauled by a truck is the largest determinant of cost for FEMA, proper and accurate truck capacity certification is mission critical for the entire debris removal project; accuracy in load capacity certification has become a significant issue of concern for FEMA, communities, and debris haulers. Improperly certified trucks distort, typically on the “plus” side of estimates, the cost of cleaning up after an event.



Figure 19: Typical Debris Hauling Unit

**Figure 19** presents a simplified illustration of a debris hauling truck. If it were certified as shown it is likely that FEMA would deny all claim for reimbursement. Using the overall size of the debris chamber is not necessarily an accurate measurement of volume because there are elements of the truck that reduce its capacity. They include, but are not limited to:

- Truck and Trailer Interior Overall Dimensions,
- Truck and Trailer Wheel Wells,
- Truck and Trailer Hoist Boxes,
- Miscellaneous Interior Features and Elements.

Therefore, the truck and trailer combination as shown with a posted volume of ninety (90) cy could lose as much as ten (10) cy.

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The image in **Figure 20** illustrates the various elements that deduct capacity and suggests how much can be lost.

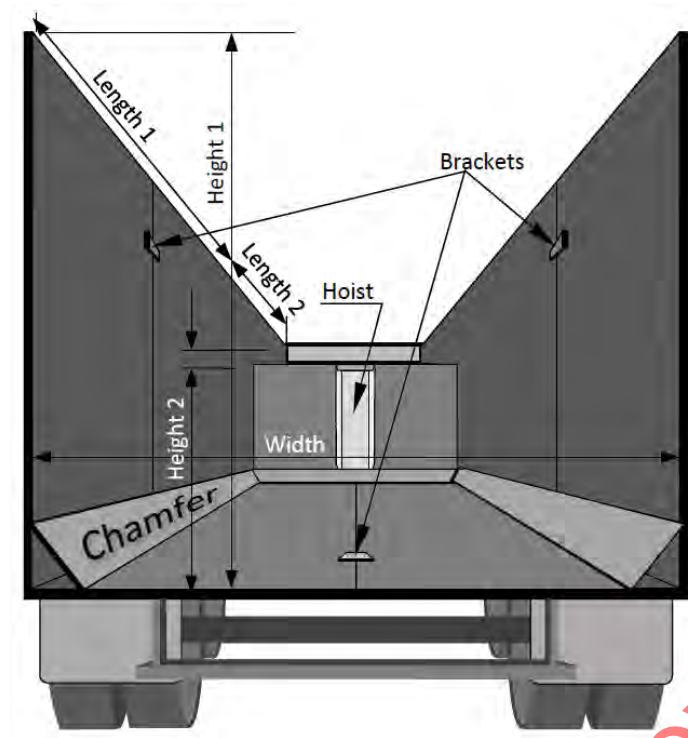


Figure 20: Interior of the Debris Chamber

Our ADMS is a smart phone application (app) that is provided to each of our monitors. The app handles all aspects of debris removal monitoring, from truck certification to project close-out. It is specifically designed to address the complexities of this type of work, and is not a modification of a different app. When used for truck certification, the app has provisions to deduct the aforementioned volume intrusions.

FEMA's requirement is to calculate capacity to the nearest foot. We find this to be insufficient. First, our ADMS allows measurement to the nearest inch. This then enables us to make a far more accurate assessment of capacity because it allows measurement of features of the truck or trailer that consume space. When debris-hauling dump containers are constructed, in addition to the aforementioned intrusions,

manufacturers include various plates and other such features that strengthen the unit. They are typically less than two (2) inches wide, by four (4) inches long, by four (4) inches tall. In other words, if measured to the nearest foot they are too small to be deducted from the haul capacity. However, when certifying a truck without deducting these elements, the hauler is given an illegitimate increase of capacity because it is too difficult to quantify the deduction. Conversely, some of these containers use a corrugated design. If the capacity is measured along the inside edge of the container wall, the operator stands to lose significant capacity. Our ADMS eliminates all of these inaccuracies. **Figure 10** illustrates the deductions that cannot be seen in **Figure 9**.

### 3.4.3.1 Truck/Trailer Identification Profile

Every truck and/or trailer, when it is certified, is marked with an adhesive placard that must remain on the truck or trailer through the duration of the project. The placard contains specific identifier information, which is comprised of:

- Truck/Trailer Number,
- Truck/Trailer Hauling Capacity,
- Haul Contractor Identification Code,
- Haul Sub-Contractor Identification Code,
- FEMA Disaster Number,
- Applicant,
- Bar Code, and
- Debris Classification.

Additionally, images of the truck are collected. These include (but are not limited to):

- License Plate
- VIN Plate
- Debris Chamber



- Front, Rear, Left Side, Right Side
- Any Special Additions to Increase Load Capacity
- The driver (and crew, if applicable) Standing Next to the Placard

DISASTER DEBRIS HAULER					
Truck Number					
#	#	#	#	#	#
A	A	A	A	A	A
Capacity (cy)					
#	#	#			
A	A	A			
Prime Con.:			FEMA #:		
Sub-Con.:			Applicant:		
Debris Class:			Bar Code:		

Figure 21: Example of an Adhesive Placard

It is the prerogative of the truck certifier if additional images are needed.

**Figure 21** is an example of a placard. As shown in **Figure 19**, the placard is attached to the bottom right corner of truck and trailer bodies. The placard has a sturdy adhesive backing to ensure it remains in place, but not so sturdy that it cannot be removed if the truck and/or trailer are not in compliance with their certified capacity.

Special additions to increase load capacity are adaptations to the truck or trailer that extend, heighten, and/or widen the original capacity of the vehicle. The most common addition is to attach boards to the top of the truck or trailer's dumpster. This can also be a pretext for fraud.

Some drivers, after being certified and running several loads will gradually reduce these extensions making it appear that the truck and/or trailer is carrying more than it is. To combat such fraud, our certifiers collect images next to their placard, showing the driver next to their truck and trailer. This means that if there is ever a question of honesty an image will quickly dispel any dispute.

### 3.4.3.2 Trucks and Trailers without Permanently Affixed Solid Tailgates

Although it is the choice of Iowa Colony to enforce their debris contractor requirements, we strongly recommend, for avoidance of any potential litigation and to permit the vehicle to be loaded to capacity, that all trucks and trailers utilized in hauling debris are equipped with a tailgate that will effectively contain the debris on the vehicle while hauling. FEMA only dictates a reduction of eligible capacity when trucks and trailers do not have permanently affixed tailgates. To protect against litigation, we strongly recommend non-tailgated, improvised tailgates, and gaps in tailgates greater than two inches (2") should not be permitted for hauling debris. We urge Iowa Colony to require that tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit. At the very least, open mesh tailgates and/or rubber bungee cord-affixed tailgates should be prohibited.

### 3.4.3.3 Truck Load Verification

We provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated DMSs and/or final disposal sites. Verification is done at loading and management sites so that ineligible or ineligibly collected debris is not used to increase the driver's and/or contractor's reimbursement.

There are multiple practices that our monitors (loading and management site tower) undertake to ensure that truck loads are accurately.

1. When the truck returns from the debris management site (DMS) the monitor photographs it as empty.
2. When the truck arrives for the first time at a street the monitor photographs the entire street.
3. At each debris pile the monitor photographs the pile before it is collected and then photographs the site again when the truck has been loaded to as much debris as the truck can handle from that site.
4. When the driver has completed loading and before the ticket is issued the monitor photographs the load.
5. Photographs of the empty and loaded truck are attached electronically to the load ticket.
6. Each load ticket includes an estimate by the loading site monitor of the fullness of the truck (i.e., 75% full, 95% full, etc.).

Tower monitors also participate in the verification of loads.

1. When the truck arrives at the DMS the load is photographed.
2. Depending on how the work is being paid or the preference of the City, the load may need to be weighed.
3. The tower monitor compares the image by the loading site monitor with their image to ensure consistency.
4. Trucks are photographed as they leave the DMS to ensure that they are fully emptied.

Our ADMS is sophisticated enough to foil the most common methods of attempting to defraud the government, and we are continually updating the program to include new methods.

In the past, some truck operators have believed that they could subsidize their loads by collecting debris between the loading site and the DMS. This does not work any longer with our ADMS. Every load is time, date, and GPS location stamped when it is loaded. It is then time, date, and GPS location stamped when it is unloaded. The ADMS also calculates the distance between where the truck is loaded and where the DMS is located and estimates the amount of time such a route should take under average driving conditions. Therefore, the amount of time it will take the driver to add debris to their load will put the travel time significantly beyond the estimate, which will alert to potential fraud.

#### **3.4.3.4 Truck Capacity Recertification**

Periodically throughout the debris project our certifiers will require trucks to be recertified. This is done to prevent fraud and to remind operators that we are watching to ensure honesty. Also, it is not only done to weed out dishonest operators. The operator may legitimately increase or decrease their load capacity for various reasons.

#### **3.4.3.5 Persistent Violations of Capacity and/or Loading Regulations**

Although it does not happen every day, there are instances where the operator persists in violating project standards. If a truck has a capacity violation the placard(s) will be suspended and removed until the violation is corrected. However, the Project Manager grants permission to certifiers that when they encounter an operator who persists in disregarding the project standards, the certifier can permanently remove the placard(s) and ban the operator from further involvement in the project. The contractor will be notified that the operator has been banned from further involvement.

When an operator is banned from further involvement the ban is recorded to ensure that the operator has not found a way to remain active in the project. It is also recorded to alert certifiers in future events that the operator has a history of non-compliance and needs to be watched for possible infractions.

### **3.4.4 Worker Safety**

All of the team members have the project goal of ZERO accidents and ZERO injuries, with work tasks designed to minimize or eliminate hazards to personnel, processes, equipment, and the public. No worker should ever perform a task that may endanger their own safety and health or that of others.

#### **3.4.4.1 Site-Specific Safety Plan**

The SSSP covers the following elements, needs, and concerns:

- Accident and Incident Investigation,
- Occupational Hazard Training including:
  - Environmental Factors,
  - Hot Work,
  - Mechanized Equipment,
- Traffic Control,
- Safety and Emergency Contacts, and
- Hazard Communication Standard,
- Fall Protection,
- Housekeeping,
- Occupational Health
- Hand and Power Tools,
- Lock-out/ Tag-out,
- Personal Protective Equip.,
- Occupational Task Training,
- Scope of Work

Debris operations involve many of the same dangerous conditions as those on a construction site, such as falling materials, exposure to chemicals and other hazardous substances, heavy equipment, use of power tools and lifting and straining. Personnel working in the field during and after a debris-generating event are trained to maintain awareness of life and safety hazards, deferring to departmental procedures for guidance on working around each hazard.

#### **3.4.4.2 Site Safety**

We take worker safety very seriously. TLC has been in continual operation since September 2, 1994. In that time, the company has never had an injury incident wherein Occupational Safety and Health Administration (OSHA) and Workers Compensation Insurance investigations have been necessary.

THC implements the “Safety Strategy for Debris Operations”, found in FEMA 325, Public Assistance Debris Management Guide (July, 2007), for all disaster recovery work. The guidance is implemented as a primary tool for all operations managers and field supervisors. Additionally, our full time safety inspector will randomly visit all zones and disposal locations to insure that OSHA regulations are followed. Daily safety meetings will be conducted at all sites.

Our work plan for safety includes zero tolerance, unless prescribed by a competent physician and impairment is not caused, for drugs, alcohol, and other banned and/or controlled substances.

### 3.4.4.3 Personal Protective Equipment



Figure 22: Appropriate PPE for Debris Removal Monitoring

At TLC, we view worker safety at every level, in every capacity, as a primary responsibility for all other personnel. Personal protective equipment (PPE) is a large part of this perspective, and personnel are routinely reminded and trained to take this seriously and properly wear proper PPE. TLC provides its personnel with all task-appropriate PPE.

Where appropriate and dictated by Federal and State occupational health and safety requirements, PPE may include (but may not be limited to):

- Eye protection,
- Hard hats,
- Hearing protection,
- Wet weather clothing, and,
- Safety shoes,
- High visibility clothing

We provide our monitors, as standard issue, high visibility clothing (reflective vests) and hard hats. Under typical operations, personnel are not in environments where eye, ear, and foot protection are required (**Figure 22**). However, in

remote environments where monitoring personnel will be facing more robust dangers, as the work requires, personnel will be provided ear and eye protection and will be reimbursed for heavy laced work boots. Under usual conditions, wet weather clothing is rarely required, however if remote conditions warrant use, TLC will ensure that its personnel are properly outfitted.

### 3.4.4.4 Safety Meetings

Personnel experience two (2) types of safety meetings.

Informal or “tailgate” meetings are those “on-the-job” opportunities conducted with the workers just before a job begins. These meetings are five to ten (5-10) minutes long and focus on only those safety items that will be encountered during a particular work shift.

Formal meetings are planned and scheduled in advance. Workers are notified well in advance of the topics or issues to be addressed. These meeting would be on a monthly or quarterly basis.

Our team will establish a schedule for formal safety meetings, based on the volume of debris generated. If the event does not produce enough volumes of debris per type to have an extended removal operation it may mean that the only formal session will be during initial training.

In compliance with OSHA and the State of Texas, our team will conduct informal meetings daily. These meetings will predominately involve morning, pre-shift sessions where a pertinent topic to the day’s activities are discussed. However, there could also be “tailgate” or “lunchbox” meetings if a special or urgent debrief is required.

The proper use of proper personal protective equipment (PPE) will always be a regular point to all meetings. Other topics may include (but are not limited to) safety and weather topics.

#### **3.4.4.5 Safety Meeting Record Keeping**

Keeping records of safety meetings is necessary to verify that there are no lapses in safety management. The forms that are used are sign-in sheets and topic sheets. Each worker's employment file contains copies of the sheets they filled for attendance and a data sheet regarding what was discussed at the meeting. Examples are provided in **Attachment A**.

#### **3.4.4.6 Debris Management Site Safety Plan**

##### **1. Compliance**

TLC is responsible for the health and safety compliance of our respective personnel and subcontractors. Any TLC-controlled personnel that are not compliant will be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

Notwithstanding its requirement to enforce compliance, insofar as non-compliance does not jeopardize the safety of TLC personnel and the lives of surrounding persons and/or properties, TLC will not enforce health and safety rules for debris removal crews, personnel of Iowa Colony, or any other third-party individual.

##### **2. Job Hazard Assessment**

Although debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal monitors. At a minimum, the following areas of focus will be considered as part of job hazard assessment:

- Disaster Debris – Disasters that result in property damage typically generate large quantities of debris, which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (e.g., terrain, climate, dwelling and building types, population, etc.) and the debris-generating event (e.g., type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which must be negotiated.
- Debris Removal – Often the removal of disaster debris involves working with splintered, sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.
- Removal Equipment – In most disasters, debris must be removed from the public right-of-way (ROW) to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.
- Traffic Safety – The ROW is located primarily on publicly maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.
- Wildlife Awareness – Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles, and insects pose a hazard to debris removal workers.
- Debris Disposal – After disaster debris is collected, it is often transported to a Debris Management Site (DMS). Upon entry to a DMS, the monitoring firm will assess the

volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris and the debris will be reduced either through a grinding operation or incineration. The DMS is a common area for injury. Response and recovery workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, noise levels, and dust and airborne particles from the reduction process.

- Climate – Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

### **3. Administrative and Engineering Controls**

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. Some common administrative and engineering controls used in the debris removal process are:

- Collection Operations
  - Conduct debris removal operations during daylight hours only.
  - Limit cleanup operations to one side of the road at a time.
  - Limit collection work under overhead lines.
  - Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
  - Make sure that all collection vehicles have properly functioning lights, horns, and backup alarms.
  - Load collection vehicles properly (not overloaded or unbalanced).
  - Cover and secure loads, if necessary.
  - When monitoring the collection process, stay alert in traffic and use safe driving techniques.
- Power Tools
  - Inspect all power tools before use.
  - Do not use damaged or defective equipment.
  - Use power tools for their intended purpose.
  - Avoid using power tools in wet areas.
- Debris Reducing Machinery (Grinders/Wood Chippers)
  - Do not wear loose-fitting clothing.
  - Follow the manufacturer's guidelines and safety instructions.
  - Guard the feed and discharge ports.
  - Do not open access doors while equipment is running.
  - Always chock the trailer wheels to restrict rolling.
  - Maintain safe distances.
  - Never reach into operating equipment.
  - Use lock-out/tag-out protocol when maintaining equipment.
- DMS/Disposal Operations
  - Use jersey barriers and cones to properly mark traffic patterns.
  - Use proper flagging techniques for directing traffic.
  - Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
  - Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).



- Monitor towers must be surrounded by jersey barriers that protect the tower and Monitors from being struck by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust- and particulate generating activities.
- A water truck should spray the site daily to control airborne dust and debris.

#### **4. Emphasis on Personal Protective Equipment**

Personal protective equipment (PPE) is the last resort to providing a safe working environment for workers. PPE does not eliminate or even reduce hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between the individuals and workplace hazards.

Proper use of PPE includes using PPE for its intended purpose. Improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

The following PPE may be applicable in standard ROW, ROE, and vegetative and construction & demolition (C&D) debris removal activities:

- Head Protection – Equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low-hanging objects.
- Foot Protection – Equipment designed to provide protection for an individual's feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc.
- Hand Protection – Equipment designed to provide protection for an individual's hands against hazards such as sharp or abrasive surfaces.
- Vision/Face Protection – Equipment designed to provide protection for an individual's eyes or face against hazards such as flying objects.
- Hearing Protection – Equipment designed to provide protection for an individual's hearing against prolonged exposure to high noise levels.
- Respiratory Protection – Equipment designed to provide protection for an individual's respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc.

#### **5. Job-Specific PPE**

PPE requirements are made based upon the results of the job hazards assessment. The following list of PPE is organized by debris removal activity and is meant to be a representative list. In addition to these items, workers must keep themselves hydrated and sufficiently fed. TLC will provide all needed PPE to workers as it pertains to the tasks.

##### **3.4.4.7 PPE Practical Applications**

#### **1. Debris Collection Monitoring**

The hazards of disaster debris collection monitoring include, but are not limited to, being struck by vehicles; falls or trips on uneven surfaces; and cuts, abrasions, or punctures from vegetative or C&D sharps. PPE requirements include:

- Long pants
- Reflective vest

- Foot protection (rugged shoes or boots, steel toe and shank if required)

## **2. Debris Disposal Monitoring**

The hazards of disaster debris disposal monitoring include, but are not limited to, being struck by or caught in/between vehicles; falls or trips on stairs or uneven surfaces; cuts, abrasions, or punctures from vegetative or C&D sharps, and being struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include:

- Hard hat
- Long pants
- Reflective vest
- Foot protection (rugged shoes or boots, steel toe and shank if required)

## **3. Debris Removal**

The hazards of disaster debris removal include, but are not limited to, being struck by vehicles; falls or trips on uneven surfaces; and cuts, abrasions, or punctures from vegetative or C&D sharps and airborne debris. In addition, PPE requirements include:

- Hard hat
- Long pants
- Reflective vest
- Vision and hearing protection
- Foot protection (rugged shoes or boots, steel toe and shank if required)

## **4. Debris Disposal and Reduction**

The hazards of disaster debris disposal and reduction include, but are not limited to, being struck by or caught in/between vehicles; falls or trips on uneven surfaces; cuts, abrasions, or punctures from vegetative or C&D sharps; being struck by falling disaster debris and airborne particles. PPE requirements include:

- Hard hat
- Long pants
- Reflective vest
- Vision and hearing protection
- Foot protection (rugged shoes or boots, steel toe and shank if required)

## **5. Debris Cutting and Trim Work**

The hazards of disaster debris cutting, and trimming work include, but are not limited to, being struck by vehicles; falls or trips on uneven surfaces; cuts, abrasions, or punctures from power tools or vegetative or C&D sharps; and being struck by falling disaster debris and airborne particles. PPE requirements include:

- Hard hat
- Long pants
- Reflective vest
- Vision and hearing protection
- Hand (gloves) and Foot protection (rugged shoes or boots, steel toe and shank if required)

**TAB D: PRICING AND FEES**

This page contains all rates for personnel who may become involved in the project. Not all of the personnel listed here will be used in the project. Certain personnel are listed only as contingency items, in the event they are needed.

The costs to train monitoring and City personnel are included in TLC's existing rates. Travel costs will be charged at the standard Federal rate of \$0.555/mile. Per diem will be billed at standard State rates.

<b>Table 3: TLC Rate Sheet for All Debris/Disaster Positions</b>			
<b>Position</b>	<b>Hourly Rate</b>	<b>Position</b>	<b>Hourly Rate</b>
Operations Manager	\$ 65.00	Aerial Photographer	\$ 39.00
Health and Safety Officer	\$ 55.00	Debris Site Security*	\$ 40.00
Billing / Invoice Manger	\$ 55.00	Marine Debris Monitor	\$ 40.00
QA/QC (Admin and Billing)	\$ 45.00	Automated Ticket Specialist	\$ 39.00
Project Inspector	\$ 42.00	Call Center Staff	\$ 39.00
Truck Certifiers	\$ 52.00	Data Support Personnel	\$ 37.00
Field Manager	\$ 65.00	Human Resources Manager	\$ 75.00
Scheduler/Expeditor (Logistics)	\$ 46.00	Environmental Specialist	\$ 75.00
Field Coordinator (Crew Monitor)	\$ 42.00	GIS Specialist	\$ 50.00
Citizen Drop-Off Monitor	\$ 40.00	Preliminary Debris Estimator	\$ 42.00
Waste Management Specialist	\$ 75.00	Aerial Photographer	\$ 70.00
Senior Engineer	\$ 95.00	Debris Site Security	\$ 65.00
Flood Engineer	\$ 75.00	Marine Debris Monitor	\$ 55.00
Floodplain Coordinator	\$ 62.00	Automated Ticket Specialist	\$ 70.00
Permitting Specialist	\$ 75.00	Call Center Staff	\$ 65.00
Senior Technical Specialist	\$ 75.00	Data Support Personnel	\$ 55.00
Benefit Cost Analysis Specialist	\$ 75.00	Human Resources Manager	\$ 70.00
Recovery/Mitigation Specialist	\$ 75.00	Environmental Specialist	\$ 65.00
FEMA Specialist	\$ 75.00	Environmental Specialist	\$ 55.00
ACM/Lead/Mold/ Industrial Hygiene Specialist	\$ 75.00	Fire/HAZMAT Subject Matter Expert/Trainer	\$ 46.00
On-Site Project Manager	\$ 85.00	Data Manager	\$ 55.00
DMS and Field Supervisors	\$ 52.00	Billing/Invoice Analyst	\$ 39.00
Field Monitors	\$ 40.00	Data Entry/Administrative Staff	\$ 38.00
DMS and Tower Monitors	\$ 45.00		


**TAB E: REFERENCES**

Year: <u>2017</u>	Client: <u>Houston, Texas</u>	Disaster: <u>Hurricane Harvey (DR-4332)</u>
Jurisdiction Type: <u>City</u>		Budget: <u>\$4 million (approx.)</u>
Scope: <u>Provide disaster debris monitoring personnel, recruitment, training, deployment.</u>		Duration: <u>Approximately 16 months</u>
		Date: <u>September 2017 to January 2019</u>
Number of: Collection Monitors: <u>300-400</u>	DMS Monitors: <u>28</u>	Final Disposal Monitors: <u>14</u>
Owner's Contact Person: <u>Harry Hayes</u>	Title: <u>Director, Solid Waste Management</u>	
Contact Phone: <u>(832) 393-0454</u>	Fax: _____	
Email: <u><a href="mailto:swdworks@houston.tx.gov">swdworks@houston.tx.gov</a></u>		
Address: <u>1245 Judiway Street, Houston, TX 77018</u>		

Year: <u>2017</u>	Client: <u>La Marque, Texas</u>	Disaster: <u>Hurricane Harvey (DR-4332)</u>
Jurisdiction Type: <u>City</u>		Budget: <u>\$322,457.81</u>
Scope: <u>Provide disaster debris monitoring personnel, recruitment, training, deployment.</u>		Duration: <u>Approximately 3½ months</u>
		Date: <u>September to December 2017</u>
Number of: Collection Monitors: <u>8</u>	DMS Monitors: <u>N/A</u>	Final Disposal Monitors: <u>3</u>
Owner's Contact Person: <u>Charlene Todaro-Warren</u>	Title: <u>Interim City Manager</u>	
Contact Phone: <u>(409) 938-9225</u>	Fax: _____	
Email: <u><a href="mailto:c.warren@cityoflamarque.org">c.warren@cityoflamarque.org</a></u>		
Address: <u>1111 Bayou Road, La Marque, Texas 77568</u>		

Year: <u>2016</u>	Client: <u>Houston, Texas</u>	Disaster: <u>Severe Storms &amp; Flooding (DR-4269)</u>
Jurisdiction Type: <u>City</u>		Budget: <u>\$2 million (approx.)</u>
Scope: <u>Provide disaster debris monitoring personnel, recruitment, training, deployment.</u>		Duration: <u>8 months (approx.)</u>
		Date: <u>April – December, 2015</u>
Number of: Collection Monitors: <u>250</u>	DMS Monitors: <u>4</u>	Final Disposal Monitors: <u>4</u>
Owner's Contact Person: <u>Harry Hayes</u>	Title: <u>Director, Solid Waste Management</u>	
Contact Phone: <u>(832) 393-0454</u>	Fax: _____	
Email: <u><a href="mailto:swdworks@houston.tx.gov">swdworks@houston.tx.gov</a></u>		
Address: <u>1245 Judiway Street, Houston, TX 77018</u>		

**TAB F: CONFLICT OF INTEREST**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p style="text-align: center;">Not Applicable</p>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">Not Applicable</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="text-align: center;">Not Applicable</p> <div style="text-align: center; font-size: 2em; color: red; opacity: 0.5; transform: rotate(-45deg); position: absolute; top: 50%; left: 50%;">COPY</div> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <p style="text-align: center;">Not Applicable</p>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               Signature of vendor doing business with the governmental entity           </div> <div style="text-align: center;">             June 07, 2021              Date           </div> </div>		

## ATTACHMENTS

### **Mandatory Forms Record of Addenda**

**Note:** As of 13:38 on June 04, 2021, Iowa Colony has not released any addenda to the RFP.  
There is no Record of Addenda within the attachments of this proposal.

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### BIDDER CERTIFICATION ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP

#### **Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: TLC Engineering, Inc.

REPRESENTATIVE'S NAME: Tony L. Council, P.E.

REPRESENTATIVE'S TITLE: President and CEO

MAILING ADDRESS: 8204 Westglen Drive

CITY, STATE, ZIP: Houston, Texas 77063

PHONE & FAX NUMBERS: (Ph): (713) 868-6900; (F): (713) 868-0001

E-MAIL ADDRESS: [info@tlceng.com](mailto:info@tlceng.com)

AUTHORIZED SIGNATURE:  DATE: 06/07/2021

## APPENDICES

**Appendix A: DBE/HUB Certifications**

**Appendix B: Additional Team and Personnel Data**

**Appendix C: System for Award Management (SAM) Search Results**

**Appendix D: Certificates of Insurance**

**Appendix E: U.S. Army Corps of Engineering Debris Estimation Modeling Values**

**Appendix F: Monitor Tracking and Identification**

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**Appendix A: DBE/HUB Certifications**

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Sylvester  
Turner, Mayor

# CITY OF HOUSTON

Office of Business Opportunity



**TLC Engineering, Inc.**

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is duly certified as a

**Disadvantaged Business Enterprise (DBE)**

**Certified Categories:**

Certification Number: 18-12-8339

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION

NAICS 488490: STREET CLEANING SERVICE

NAICS 541330: ENGINEERING SERVICES

*Carlecia D. Wright*

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Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbbe.com/?TN=houston>.



Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity

**TLC Engineering, Inc.**



is duly certified as a

## Minority Business Enterprise (MBE)

**Certified Categories:**

Certification Number: 21-1-8339

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION  
NAICS 488490: STREET CLEANING SERVICE  
NAICS 541330: ENGINEERING SERVICES

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbe.com/?TN=houston>.



Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity

**TLC Engineering, Inc.**



is duly certified as a

## Small Business Enterprise (SBE)

**Certified Categories:**

Certification Number: 21-1-8339S

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION  
NAICS 488490: STREET CLEANING SERVICE  
NAICS 541330: ENGINEERING SERVICES

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbe.com/?TN=houston>.



Benjamin Davis  
Davis Disaster Consulting and Investment Group, LLC  
8204 Westglen Drive, Suite 200  
Houston, TX 77063

Certification # 20-2-14343

Dear Benjamin Davis:

CONGRATULATIONS! Your application for certification as a City of Houston Disadvantaged Business Enterprise (DBE) is approved. The approval is contingent upon your firm maintaining certification eligibility and cooperation with the annual update process on each anniversary date.

We have certified Davis Disaster Consulting and Investment Group, LLC, only for Disaster Consulting, Investment Advising, General Management, Administrative Management Services. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS 523930: INVESTMENT ADVICE CONSULTING SERVICES, CUSTOMIZED, FEES PAID BY CLIENT

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 922190: DISASTER PREPAREDNESS AND MANAGEMENT OFFICES, GOVERNMENT

The certification covers only the company, that is listed in this letter and, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at [www.houstontx.gov/obo/index.html](http://www.houstontx.gov/obo/index.html) for valuable resource information.

Here is important information that you need to know:

Each year, one month prior to the anniversary date of your certification, you will receive instructions on how to complete the Annual Update Form and Affidavit. This form must be completed and returned along with a signed copy your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C). Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at <https://houston.mwdbe.com/VendorSearch.asp> to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any question or problems about how the City's M/W/S/DBE program works. We are also here to assist you with any problems on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and will result in the revocation of certification for a five-year period.

1. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal for a scope of work for which you are not certified;
2. Brokering or passing-through supply orders, wherein your contract includes dollars for supplies which you would only order from distributor or manufacturer;
3. Hiring members of the prime contractor's workforce;
4. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, through your own workforce, the exact scope of work submitted in the prime's contract documents;
5. Requesting or allowing the prime contractor to "advance" dollars or otherwise meet payroll for your employees.

Third, after you sign a Letter of Intent or contract with a prime contractor to provide services or supplies on a City contract, should you experience ANY problems with actually getting or completing the contract, or being paid, please call us immediately to file a complaint. We cannot know whether you have actually been given the contract, or working on a project as reported to City Council, unless you tell us.

Fourth, the M/W/S/DBE Directory is available online at [www.houstontx.gov](http://www.houstontx.gov). It is used internally by City Procurement Representation, externally by prime contractors and vendors as they attempt to meet M/W/S/DBE goals assigned to City contracts. Our directory is also used by several other agencies and corporations in their search for legitimate M/W/S/DBE companies. You must maintain an accurate mailing address, a working telephone number, and a person or device for accepting your messages. It is essential that you return solicitation calls immediately. The accomplishment of the spirit and intent of our program is seriously affected when MWBE's cannot be reached. Those interested in contracting must be able to reach you quickly and consistently.

Fifth, please notify us immediately if you are ever, by action or inaction, discouraged from bidding on any City project, by a prime contractor or subcontractor, or any employee of the City. Our program requires that all information on a contract be given to you in a time frame, which will give you an opportunity to develop your bid.

Sixth, your certification has value, so your Certification Number should be guarded carefully. We suggest that you not give your Certification Number to people who call and those who express an interest in doing business with you. Rather, we suggest you wait until your bid is accepted and you have a contract or signed Letter of Intent before releasing your Certification Number. They may call us for verification.

Seventh, Be advised that the percentage of M/W/S/DBE goal credit for Material Supply will depend on the method used on each particular project. If you do not alter the product or use your firm's storage facilities/distribution equipment, then the M/W/S/DBE goal credit will be reduced.

The City M/W/S/DBE program's focus is to open the competitive process, and to afford you an opportunity to actually perform work or provide services/goods related to City taxpayers' projects. This program is working! Our FY 2015 figures are among the highest in the nation--\$288.0 million earned by minority and women owned companies. We hope that in next year's figures we can count contracts you have received.

Finally, be sure to register as a vendor. All suppliers and contractors interested in registering with the City of Houston and/or bidding on products and services procured by the City of Houston, must first register with the City's Strategic Procurement Division for an online web account by accessing the following web-link: [http://purchasing.houstontx.gov/registration\\_form.aspx](http://purchasing.houstontx.gov/registration_form.aspx).

Once a user name and a password are obtained, you may then proceed to place bids, update your company profile and complete and submit a Supplier Registration Form to enroll on the City of Houston's registered supplier list. New supplier registration is incomplete until an IRS W-9 form is sent via email to [houstonpurchasing@houston.tx.gov](mailto:houstonpurchasing@houston.tx.gov). The information on this form must be the same as listed on the request for Taxpayer Identification Number as required by the Internal Revenue Service.

Again, congratulations. We welcome your participation, and wish you every success.

Very truly yours,

Marsha Murray  
Interim Director  
The Office of Business Opportunity

City of Houston  
Office of Business Opportunity  
<http://www.houston.tx.gov/>  
<http://houston.mwdbe.com>

This message was sent to: [ben.davis@davisdisasterconsulting.com](mailto:ben.davis@davisdisasterconsulting.com)  
Sent on: 2/13/2020 4:23:03 PM  
System ReferenceID:

Copy



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number: **1473049661000**  
File/Vendor Number: **521731**  
Approval Date: **25-FEB-2021**  
Scheduled Expiration Date: **25-FEB-2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**DAVIS DISASTER CONSULTING AND INVESTING**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-FEB-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19



**Texas HUB Vendor Search Abstract for Cartodyne, LLC.**

Vendor ID: 1811938245700  
Company Name: Cartodyne, LLC  
Contact Person: Jason Ramirez  
Mailing Address: 19523 Creek Run Drive  
City: Spring  
State: Texas  
ZIP Code: 77388-3092  
Country: United States  
Email: [ramirezj@cartodyne.com](mailto:ramirezj@cartodyne.com)  
Phone: 281-414-7774  
HUB Eligibility: Hispanic/Latino  
HUB Gender: Male  
Small Business: Yes  
CMBL Status: Active  
HUB Status: A-Active





**GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number: **1208763967500**  
File/Vendor Number: **481358**  
Approval Date: **14-JUN-2016**  
Scheduled Expiration Date: **30-APR-2019**

In accordance with the Memorandum of Agreement between the  
City of Houston (COH)  
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

**THR ENTERPRISES, INC.**

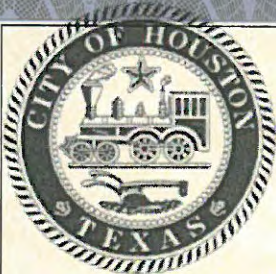
has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 31-AUG-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Paul A. Gibson*

*Paul Gibson, Statewide HUB Program Manager  
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.





Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



**THR Enterprises, Inc. DBA JNE Green Team, Inc.**

is duly certified as a

**Small Business Enterprise (SBE)**

**Certified Categories:**

Certification Number: 16-6-12287S

NAICS-236210: CONSTRUCTION MANAGEMENT, INDUSTRIAL BUILDING (EXCEPT WAREHOUSES)  
NAICS-238990: ALL OTHER SPECIALTY TRADE CONTRACTORS  
NAICS-541370: GEOGRAPHIC INFORMATION SYSTEM (GIS) BASE MAPPING SERVICES  
NAICS-541611: GENERAL MANAGEMENT CONSULTING SERVICES  
NAICS-561790: CLEANING (E.G., POWER SWEEPING, WASHING) DRIVEWAYS AND PARKING LOTS

Certification Review Date:

April 30, 2019

*Carlecia D. Wright*

Expiration Date

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.

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Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



**THR Enterprises, Inc. DBA JNE Green Team, Inc.**

is duly certified as a

## Minority Business Enterprise (MBE)

**Certified Categories:**

Certification Number: 19-7-12287

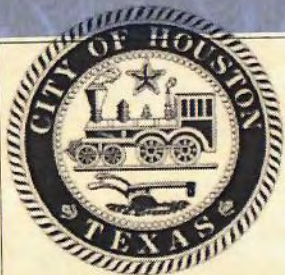
NAICS 236210: CONSTRUCTION MANAGEMENT, INDUSTRIAL BUILDING (EXCEPT WAREHOUSES)  
NAICS 238990: ALL OTHER SPECIALTY TRADE CONTRACTORS  
NAICS 541370: GEOGRAPHIC INFORMATION SYSTEM (GIS) BASE MAPPING SERVICES  
NAICS 541611: GENERAL MANAGEMENT CONSULTING SERVICES  
NAICS 561790: CLEANING (E.G., POWER SWEEPING, WASHING) DRIVEWAYS AND PARKING LOTS

*Cartecia D. Wright*

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbe.com/?TN=houston>





Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



## One World Strategy Group LLC

is duly certified as a

## Women Business Enterprise (WBE)

**Certified Categories:**

Certification Number: 18-6-10871

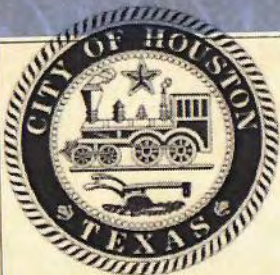
NAICS 541611: STRATEGIC PLANNING CONSULTING SERVICES  
NAICS 541613: MARKETING CONSULTING SERVICES  
NAICS 541820: LOBBYING SERVICES  
NAICS 541820: PUBLIC RELATIONS CONSULTING SERVICES

*Carlecia D. Wright*

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.





Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



## One World Strategy Group LLC

is duly certified as a

## Minority Business Enterprise (MBE)

**Certified Categories:**

Certification Number: 18-6-10871

NAICS 541611: STRATEGIC PLANNING CONSULTING SERVICES  
NAICS 541613: MARKETING CONSULTING SERVICES  
NAICS 541820: LOBBYING SERVICES  
NAICS 541820: PUBLIC RELATIONS CONSULTING SERVICES

*Carlecia D. Wright*

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.





Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



**One World Strategy Group LLC**

is duly certified as a

**Disadvantaged Business Enterprise (DBE)**

**Certified Categories:**

Certification Number: 18-6-10871

NAICS 541611: STRATEGIC PLANNING CONSULTING SERVICES

NAICS 541613: MARKETING CONSULTING SERVICES

NAICS 541820: LOBBYING SERVICES

NAICS 541820: PUBLIC RELATIONS CONSULTING SERVICES

*Carlecia D. Wright*

Director of Office of Business Opportunity

**Appendix B: Additional Team and Personnel Data**

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## VITAL COMPANY DATA

TLC's Federal Employer Identification Number is 76-0445812.

TLC is listed in good standing without any exceptions by the Federal System for Award Management (SAM). Our DUNS Number is 030369933 and our CAGE Code is 3TUV0. **Appendix C** presents the SAM search results for TLC. Additionally, **Appendix C** also contains the SAM searches for the companies that comprise our team.

Tony L. Council, P.E.; President and CEO of TLC Engineering, Inc. is the company's representative who is authorized to negotiate on behalf of TLC. Although Mr. Council is certainly able to answer questions regarding the proposal, Mr. Tim Kroeker, M.E.Des.; Director of Environmental Services is most suited for that.

### Proposal Contact Information

Mr. Council's contact information is: Phone: (713) 868-6900; Email: [tonycouncil@tlceng.com](mailto:tonycouncil@tlceng.com).

Mr. Kroeker's contact information is: Phone: (832) 319-7141; Email: [tkroeker@tlceng.com](mailto:tkroeker@tlceng.com).

### Safety Record

TLC is exempt from the requirement to file safety logs with the Occupational Safety and Health Administration. Nevertheless, TLC has never had a reportable safety incident at any of its projects.

## PROJECT COMPANIES AND PRINCIPALS AND KEY PERSONNEL

### 1. Project Companies

#### 1.1 TLC Engineering, Inc.



**ENGINEERING**

TLC Engineering, Inc. (TLC) is a full-service Consulting Engineer firm providing, Civil, Structural, and MEP Engineering, Architecture, Construction Management and Inspection, Environmental, Disaster Recovery services. TLC consistently provides targeted solutions for our customers most complex challenges. Our interdisciplinary approach binds together design and environmental knowledge with construction expertise to bring projects to satisfactory completion.

TLC's disaster recovery work began with Hurricane Katrina in 2005. We mobilized to provide emergency housing assistance in Biloxi and Gulf Shores, Mississippi. We then provided similar services in Beaumont/Port Arthur following Hurricane Rita. TLC provided thirty-one (31) personnel for site assessments, installation, and training. Assigned staff received certified and approved applications from Rita or Katrina disaster relief victims, which provided victims with the opportunity to receive travel trailers or mobile homes as emergency temporary housing. Upon receipt of approved applications, site assessors performed an assessment of the site to determine its feasibility for installation of a temporary housing unit. If the site proved feasible, a work order was issued to place a unit on the site. Site inspectors were then assigned to work with a contractor through the installation process.

TLC was involved with the debris removal effort for Hurricane Ike in 2007. In the aftermath of the storm, TLC provided approximately 500 site monitors and truck certifiers within seven (7)

days of the storm to assist Beck Disaster Recovery (BDR) with clearing and removing storm-related debris for the City of Houston. Monitors observed and documented debris handling from all points of pickup and disposal. We also provided monitors to assist surrounding areas, including but not limited to the City of Galveston, Brazoria County, and Harris County. At the height of operations, the BDR-TLC Team broke all records by providing the fastest ramp-up of operations and disposal of over 200,000 cubic yards of debris per day, by a single contractor.

We have been involved in every presidentially declared disaster to impact Houston since Hurricane Ike, including the drought of 2011, the Memorial Day and Tax Day floods (2015 and 2016, respectively), and Hurricane Harvey (2017).

### **1.1.1 HUB Status**

TLC is registered with the Texas Comptroller of Public Accounts as a Minority-owned Small Historically Underutilized Business (HUB). Our Vendor Identification and Number are 1760445812900 / 26296, respectively. Our Active HUB Status renewal is December 31, 2020, while our Active CMBL Status is April 26, 2020.

Further, TLC is registered with the City of Houston Office of Business Opportunity as a Disadvantage Business Enterprise (DBE), a Minority-owned Business Enterprise (MBE), and a Small Business Enterprise (SBE). We are also registered with the Port of Houston as an SBE and with Houston Metro Transit as an SBE with a renewal date of February 20, 2022.

## **1.2 Cartodyne, Inc.**



Cartodyne is a highly skilled Disaster Management and Information Technology services firm that leverages decades of industry practice with modern tools to deliver solutions for business organizations, cities, counties, and non-profits.

The team at Cartodyne has extensive experience providing spatial technology support services tailored to fit any need. As an ESRI partner, we are highly skilled in GIS software, process, tool design, installation, configuration, integration, and administration for ArcGIS Enterprise, ArcGIS Desktop/Pro, and ArcGIS Online. Cartodyne has delivered solutions for various industries including Upstream Oil & Gas (Land, Geoscience, Engineering, Asset Evaluation), LNG, Pipeline (T-4 permitting, TxDOT permitting, Risk Assessment, route planning), Utility, Environmental, Telecommunications, and Nuclear (DOE) as well as for government organizations & state and local municipalities.

Cartodyne Team members have provided the following services to state and local governments across Louisiana and the Gulf Coast:

- Disaster response and recovery assistance
- Planning
- Hazard mitigation technical assistance
- Project management

Our pre-disaster activities include:

- Risk assessments
- Vulnerability analysis
- Mitigation planning
- Master planning
- Resiliency planning
- Mitigation project design
- Benefit-cost analyses (BCAs)
- Project management
- Floodplain management
- Public education
- Training for government officials.
- Benefit-cost analyses (BCAs)

In post disaster environments, Cartodyne meets the needs of recovering communities by providing expertise in:

- Debris monitoring
- Damage assessments and substantial damage determinations
- Federal grant applications and grant management
- Long-term recovery and redevelopment planning
- Project development and project management.

Cartodyne's Team members have frequently completed plans and projects funded through the FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP) and the HUD Community Development Block Grants (CDBG).

### 1.3 JNE Green Team



THR Enterprises, Inc. (dba JNE Green Team) credits their start and much of their subsequent success to Hurricane Katrina in 2005. It was through their work in New Orleans that JNE was able to secure its place as one of the most reliable and effective service providers. Since completing total operations in Louisiana, JNE relocated to Houston, but remains an in-demand service provider for the Big Easy.

Additionally, since moving to Houston, JNE has diversified its pursuits and is now a full-service program, project, and property management, landscape maintenance, consulting, and construction company. As a locally owned, small/minority business, we are both very active in and passionate about the communities that we serve. As a prime contractor, JNE has cleared, cleaned-up and/or maintained over one thousand (1,000) properties for the City of Houston; and was the program managers for the City of New Orleans' Tactical Trash Force Program, which has cleaned thousands (1,000s) of locations and millions (1,000,000s) of pounds of trash and debris in the wake of Hurricanes Katrina and Rita and by providing Mardi-Gras Post-Parade clean-up services.



Example of Heavy Equipment Debris Handling



Marshalling Heavy Equipment

As a key subcontractor, JNE provided project management and consulting services to the FEMA-approved monitoring team, which ensured that hundreds of millions of dollars were reimbursed to the City of Houston for the clean-up services provided in the aftermath of Hurricane Ike.

The principals of THR have over twenty (20) years of experience and expertise in the fields of: landscape/property management, debris removal, demolition,

construction, project management, marketing, small/minority business development, community relations, and technical services. While they have managed to remain a contractor for New Orleans and Houston, providing FEMA-approved Debris Removal Monitoring, Logistics, Consulting, Sand Support Services, their knowledge of heavy construction has enabled them to move into Construction Management and Inspection services as well as Operation and Maintenance.

#### **1.4 One World Strategy Group, Inc.**



At the heart of what we do is the establishment of strong relationships with the community and stakeholders. Our objective is to work with you to provide policy and factual information to constituents, and lobby issues that impact the community and support policy through the use of government relations, media communications, issues management and social responsibility. One World provides state and local government relations representation.

To effectively engage the public you must listen, develop an understanding, and, most importantly, interact with the community. We specialize in working with urban and hard-to-reach markets to do just that. From street teams to mobile marketing and town hall meetings, the One World team will assist you in getting the word out and your issue resolved.

## **2. Principals/Key Individuals**

### **2.1 Tony L. Council, P.E.; President and CEO, TLC Engineering, Inc.**

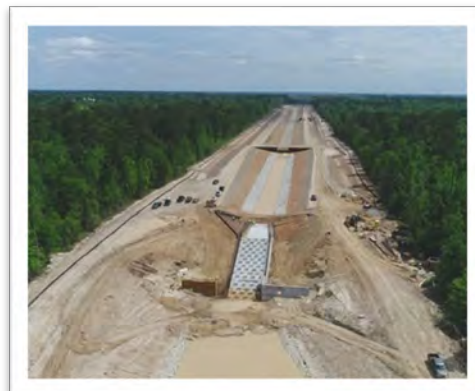
With more than thirty (30) years of engineering and project management experience, Mr. Council has seen everything that the engineering profession can muster, and is uniquely qualified to assess, understand, and creatively address the full spectrum of projects and their challenges, including those for debris removal and debris removal monitoring.

As the owner of TLC Engineering, Inc., for all types of projects, Mr. Council brings a deep pool of subject matter experts (SMEs); for Debris Removal Monitoring, equipped with the most advanced technologies to secure maximum reimbursement for their client communities, these tenured professionals with decades of combined service, qualified in their individual fields, develop FEMA's required down-to-earth cost estimates and real time data managing. Mr. Council has paired these experienced SMEs with in-house representation from allied disciplines such as Environmental; Construction Management, Cost Estimating, and Inspections; Engineering; and Architecture so that the Project Worksheets that go to FEMA for reimbursement are so grounded



in reality that the agency cannot find fault. In effect, the alliance of primary and supporting disciplines means that the TLC team has greater expertise than the agency itself.

In addition to all of this, Mr. Council brings his well-recognized management and analytical skills to help prosper his communities' resources against their most critical economic, social, and environmental needs. His capabilities were validated by appointment by former Houston Mayor Bill White to the Coastal Water Authority (CWA) Board of Directors, and reaffirmed by former Houston Mayor Annise D. Parker, where he serves as First Vice President and the Chair of the Professional Engineering Selection Committee, managing the bidding and awards of major contracts. Responsibilities in that portfolio include supervision and approval of budgets for capital improvement projects, maintenance projects, and operating expenditures. Additionally, Mr. Council was appointed by former Mayor Annise D. Parker to the Board of Directors for the Greater Houston Partnership, which is a gathering place for community-minded business leaders who want to be involved in Houston's positive growth and influence the city's economic trajectory.

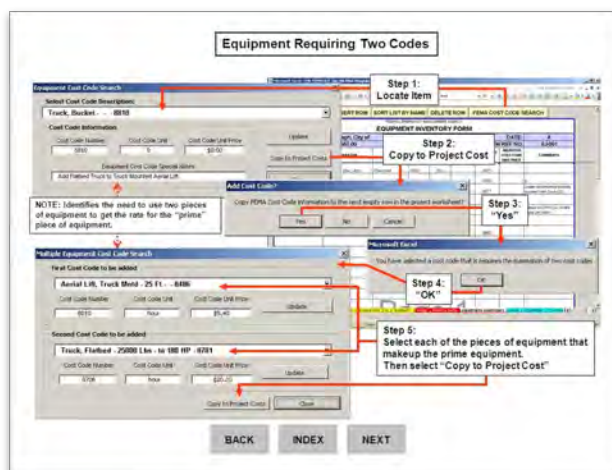


CWA Construction at Luce Bayou

Among his other commitments, Mr. Council is also Co-Chair of the Greater Houston Black Chamber of Commerce Committee for Construction, Infrastructure, Transportation, Technology and Engineering (CITTE). Finally, Mr. Council's efforts to help his community reach into the political sphere. When then-Texas House Representative from the 139<sup>th</sup> District, now-Houston Mayor Sylvester Turner, came to the city one of his primary objectives was to advance an agenda of a Complete Community for the city. The initiative, designed to revitalize and improve Houston's most under-served neighborhoods by partnering with local stakeholders to leverage resources to create a more equitable and prosperous city for all Houstonians, meant he needed someone with great expertise in handling difficult infrastructure challenges. In addition to other appointments, Mayor Turner named Mr. Council as Co-Chair of his Transition Team Public Works Committee.

## 2.2 Benjamin Davis; Data Management Systems Manager

Most people do not know how complex and convoluted the FEMA documentation process is. In his role as Program Manager, Mr. Davis has worked closely with FEMA and States to ensure projects are properly versioned while capturing the detailed scope changes for all types of disaster recovery project work sheets. Mr. Davis works closely with clients to assist with their Public Assistant programs to include grant management, hazard mitigation planning, CDBG and NRCS. He has served throughout the country including assignments for:



Example of the FEMA Project Worksheet Documentation Process

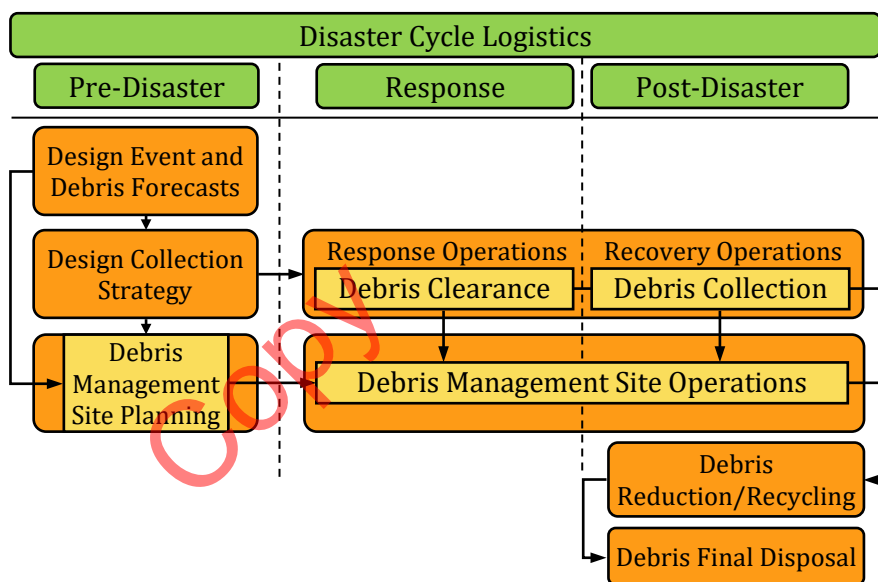
## Debris Monitoring Service

- Boulder County, Colorado
- Rowlett, Texas
- Larimer County, Colorado Vermont Severe Winter Storm Disaster Recovery, and
- Florida Department of Emergency Management Disaster Recovery
- BP/Kevcomp Inc. Deep Water Horizon MC-252 BP Oil Spill Disaster Recovery
- Texas, Hurricane Ike,
- Jackson County, Mississippi.

### 2.3 Tim Kroeker, M.E.Des.; Director, Environmental Services, TLC Engineering, Inc.

Tim Kroeker, M.E.Des. became involved first with recovery work following Hurricane Ike in 2008. For this project, Mr. Kroeker wrote the environmental clearance documentation for the revetment and reconstruction of Blue Water Highway/State Highway 257 between San Luis Pass and Surfside Beach in Brazoria County. Mr. Kroeker then became involved with writing environmental clearance documents for mitigation projects throughout Texas as part of the GLO Post Hurricanes Dolly and Ike Non-Residential Improvements program.

Mr. Kroeker was also involved with several major disasters including the Memorial Day Floods of 2015, the Tax Day Floods of 2016, and Hurricane Harvey in 2017. For these projects, he was responsible for recruiting, training, field supervision, debris removal monitoring, and physical plant operations for the City of Houston deployment. He was also the project manager for the debris removal monitoring efforts for the City of La Marque.



Logistics Flowchart for Debris Operations

### 2.4 Bill Buckmaster; Director, Construction Mgt./Inspection Svc., TLC Engineering, Inc.

In his role as Senior Construction Project Manager, Mr. Buckmaster manages the Construction Mgt. and Inspection functions for TLC Engineering projects. For disaster recovery assignments, Mr. Buckmaster coordinates labor efforts, ensures expertise is available as needed, and makes sure that crews have proper knowledge and abilities and are sufficiently supplied to complete the work in a timely fashion.



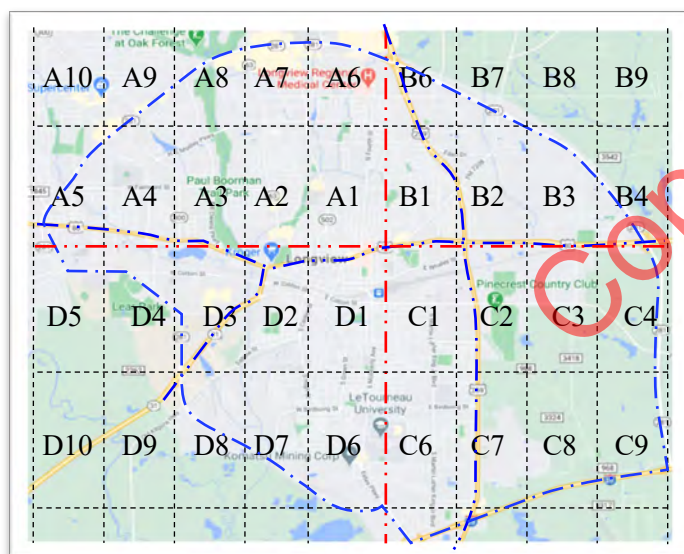
After Event Reconstruction Services



Mr. Buckmaster's more than thirty-five (35) years of active involvement in the construction industry have developed in him a wealth of knowledge for tackling any type of need, including rebuilding after a disaster, as shown in the figure. Needing more than just "head knowledge", Mr. Buckmaster has the leadership skills that motivate his crews, regardless of their existing surroundings and conditions of the project site. Mr. Buckmaster earned the lion's share of his expertise on the ground, at the worksite. Like other Construction Project Managers with his performance records and those of his crews, Mr. Buckmaster remembers what it was like as a worker and he has saved away many lessons for keeping projects in a forward and steady momentum. With his rising through the ranks of the industry, Mr. Buckmaster also has a keen understanding of the administrative needs and requirements of his industry; he has been involved with all of them.

Among those administrative needs, Mr. Buckmaster has learned the art of creating implementable project strategies and solutions that reduce costs, improve efficiencies, and support the organization and project goals and needs of the client. This includes accomplishments in defining, building, and optimizing construction plans and operations for all trades within the industry.

## 2.5 Jason Ramirez; GIS/Spatial Technology



Concept of Debris Collection Grid

President and founder of Cartodyne, brings twenty-six (26) years of delivering expert GIS solutions in multiple industries such as upstream Oil and Gas, Disaster Management, Environmental, Nuclear, Utility, Telecommunications, as well as in governmental organizations at the federal, state, and local level. Cartodyne would be responsible for mapping products.

At the Jefferson County Appraisal District, Mr. Ramirez created and maintained property ownership boundaries for tax assessment and developed automated tools for daily mapping activities. For the Southeast Tx. Regional Planning Commissions, he maintained the 9-1-1 network road

inventory and addressing system for Hardin, Jefferson and Orange counties, and programmed tools to expedite daily tasks and data analysis.

As a senior consultant for the Department of Energy at the Savannah River Site, Mr. Ramirez deployed GIS capabilities and custom tools for the Emergency Operation Center to allow for agile responses to spills and other hazards. He was also tasked with the creation and implementation of a customized pipeline data model for on-site nuclear waste commodity transfer as well as custom handheld computer field solutions for radiological field sample collection.

Currently, Mr. Ramirez delivers GIS Services for clients such as strategic planning, enterprise GIS system design and deployment, project management, data integration and automation, and custom spatial analysis and programming solutions. Mr. Ramirez excels at business and operational workflow process streamlining and automation while delivering value to clients. An award-

winning technologist, Mr. Ramirez skills and interest include machine learning, AI, and blockchain technologies.

## 2.6 Jeri Brooks; Public Outreach and Human Resources, One World Strategy Group, Inc.



Jeri Brooks Interviewing Mayor Turner

Ms. Jeri Brooks is Founder and Lead Strategist of One World Strategy Group, LLC. With more than twenty (20) years of experience, her reputation for strategic problem solving and powerful execution has positioned her as a Top 100 state-ranked Hired Gun lobbyist as lauded by the 2019 and 2021 Capitol Insider's Texas Lobby Power Rankings. Ms. Brooks is an impactful partner bringing home big wins for local, state, and global industry leaders on public policy matters. In addition to her other commitments, Ms. Brooks is Co-Chair of the Greater Houston Black Chamber of Commerce Committee

for Advocacy and Policy, which works with the City of Houston's Office of Business Opportunity, the Houston Independent School District (HISD), Houston Community College (HCC), Fort Bend Independent School District (FBISD), and other Councils of Government, counties, and churches with Economic Development departments to improve Minority, Women-Owned, and Small Disadvantaged Business Enterprises (MWSDBE) participation.

She will carry the responsibility for keeping the community current on debris removal scheduling and associated efforts and providing education for how the community can assist the debris collection effort.

Brooks cut her teeth in the State lobby during the 84<sup>th</sup> Legislative Session working on a variety of issues including pensions, taxes, transportation, insurance, education, and a plethora of important Texas-based issues. Prior to her work in Austin, Brooks served as Communications Director for the 2009 Annise Parker for Mayor political campaign, a communications consultant for a leading national credit union consulting firm and the Director of Training for a local financial institution. She holds a Bachelor of Science in Speech Communication and Master of Arts in Communications specializing in Organizational Meaning Systems.



Example of Public Education Efforts

## **2.7 Samuel K. Eaton, Sr.; Demolition and Heavy Cleanup, JNE Green Team, Inc.**

Mr. Eaton is a distinguished professional with over seventeen (17) years of experience in construction management, program management, project management, waste management, and stakeholder relations, for some of the world's largest engineering and construction companies. He will serve as the lead for whenever monitoring involves heavy debris. Mr. Eaton served as a member of Mayor Sylvester Turner's Transition Team (Re-Build Houston Program), Chairman of the City of Houston's Procurement Task Force Corporate Advisory Council (CAC), the Mayor's Office of Business Opportunity (OBO) Advisory Board – Position # 7, Co-Chairman of the GHBC Construction, Infrastructure, Transportation, Technology, and Engineering Committee, and on the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) #22.



Example of Heavy Debris Removal from Water

Mr. Eaton is also the president of JNE Enterprises, Inc., one of the Gulf Coast's leading full-service, woman-owned disaster recovery and construction firms. With JNE, Mr. Eaton was the Senior Program/Construction Manager for their seventeen million-dollar (\$17 mil.) Hurricane Katrina Recovery prime contract with the City of New Orleans. In this role he was responsible for successfully managing the removal of over 250,000 tons of debris via staff and equipment augmentation services. This included managing up to six (6) crews of heavy equipment and up to eighty (80) full time equivalent (FTE) positions.

**The remainder of this page is intentionally left blank.**

**Appendix C: System for Award Management (SAM) Search Results**

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Copy

<b>ENTITY</b>	TLC Engineering, Inc.	Status: Active
DUNS: 030369933	+4:	CAGE Code: 3TU 0 DoDAAC:
Expiration Date: 10/16/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 8204 Westglen Drive City: Houston ZIP Code: 77063-6308	State/Province: Texas Country: United States	
<b>ENTITY</b>	Cartodyne, LLC.	Status: Active
DUNS: 045152182	+4:	CAGE Code: 8JL8 DoDAAC:
Expiration Date: 03/01/2022	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 19523 Creek Run Drive City: Spring ZIP Code: 77388-3092	State/Province: Texas Country: United States	
<b>ENTITY</b>	THR Enterprises, Inc.	Status: Active
DUNS: 062089501	+4:	CAGE Code: 8MSB8 DoDAAC:
Expiration Date: 06/23/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1300 McGowen Street, Suite 130 City: Houston ZIP Code: 77004-1141	State/Province: Texas Country: United States	
<b>ENTITY</b>	One World Strategy Group, LLC.	Status: Active
DUNS: 928946065	+4:	CAGE Code: 87MN3 DoDAAC:
Expiration Date: 11/28/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2020 Southwest Freeway, Suite 210 City: Houston ZIP Code: 77098	State/Province: Texas Country: United States	
<b>ENTITY</b>	Davis Disaster Consulting & Investing Group, LLC	Status: Active
DUNS: 080635988	+4:	CAGE Code: 8F2S7 DoDAAC:
Expiration Date: 10/23/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 8204 Westglen Drive City: Houston ZIP Code: 77063-6308	State/Province: Texas Country: United States	

## **Appendix D: Certificates of Insurance**

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**This section contains data that is protected as confidential, proprietary, and/or trade secret by the Section 552. Texas Public Information Act.**

Copy





## CERTIFICATE OF LIABILITY INSURANCE TLCENGI-01

DATE (MM/DD/YYYY)

10/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Carroll Insurance Agency Ltd. 14906 FM 529 Houston, TX 77095	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (281) 656-3000 FAX (A/C, No): (281) 656-3001 E-MAIL ADDRESS: Service@carrollins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  TLC Engineering, Inc 8204 Westglen Drive Houston, TX 77063	<b>INSURER A:</b> Lexington Insurance Company <b>NAIC #</b> 19437	
	<b>INSURER B:</b> Ohio Security Ins Co <b>24082</b>	
	<b>INSURER C:</b> Texas Mutual Insurance Company <b>22945</b>	
	<b>INSURER D:</b> Admiral Insurance Company <b>24856</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			080877963	9/24/2020	8/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS59012405	8/24/2020	8/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			080877964	9/24/2020	8/24/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0001201272	8/24/2020	8/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			121AE0182659	8/24/2020	8/24/2021	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 See attached additional remarks schedule (Acord 101 Form).;

## CERTIFICATE HOLDER

## CANCELLATION

\*FOR INFORMATIONAL PURPOSES ONLY\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*David A. Law*



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Carroll Insurance Agency Ltd.</b>		NAMED INSURED <b>TLC Engineering, Inc</b> 8204 Westglen Drive Houston, TX 77063	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Additional Remarks

The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

The General Liability, Auto and Workers Compensation policies include a Blanket Notice of Cancellation to certificate holders. The endorsement provides 30 days advanced notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days notice after the policy is cancelled for nonpayment of premium.

**Section 552.110: Confidentiality of Certain Commercial or Financial Information**

# Section 552.110: Confidentiality of Certain Commercial or Financial Information

## CERTIFICATE OF INSURANCE - COMMERCIAL ALLSTATE INSURANCE COMPANY - NORTHBROOK, IL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Description of Operation:

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is Issued	Name and Address of Insured
SOUTHSTAR FINANCIAL 840 LOWCOUNTRY BLVD MT PLEASANT, SC 29464-3000	DAVIS DISASTER CONSULTING AND 11407 TIDENHAVEN CT PEARLAND, TX 77584-2560
	Location Address (if different than above)

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

### TYPE OF INSURANCE AND LIMITS

Policy Number: 648912368	Effective Date: 10-22-2020	Expiration Date: 10-22-2021
<b>COVERAGE SUMMARY</b>		
<b>BUSINESS LIABILITY</b>	<b>AMOUNT</b>	
COMPREHENSIVE LIABILITY	\$ 1,000,000	Per Occurrence
DAMAGE TO PREMISES RENTED TO YOU	\$ 50,000.00	Any One Premises
MEDICAL PAYMENTS	\$ 5,000	Per Person
OTHER THAN PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$ 2,000,000.00	
PRODUCTS / COMPLETED OPERATION AGGREGATE	\$ 2,000,000.00	
<b>PROPERTY INSURANCE</b>		
<b>POLICY TYPE</b>		
<input checked="" type="checkbox"/> SPECIAL FORM	<input type="checkbox"/> BROAD FORM	<input checked="" type="checkbox"/> BASIC FORM
<input type="checkbox"/> BUILDING	<input type="checkbox"/> Replacement Cost	<input type="checkbox"/> Actual Cash Value
<input checked="" type="checkbox"/> CONTENTS \$ 10,000	<input checked="" type="checkbox"/> Replacement Cost	<input type="checkbox"/> Actual Cash Value
Deductible \$ 2,500	Wind Deductible % 0	Exclude Wind <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>ADDITIONAL COVERAGE'S:</b> EQUIPMENT BREAKDOWN, MISCELLANEOUS PROFESSIONAL LIABILITY, HBB PROFESSIONAL OFFICE SHIELD ENDORSEMENT, BLANKET ADDITIONAL INSURED		
<b>MORTGAGE CLAUSE</b> - The policy contains a Mortgage Clause in favor of:		
Mortgagee		
Address		
<b>CERTIFICATE PERIOD</b>		
THIS CERTIFICATE WILL REMAIN IN FORCE FROM THE INCEPTION OF THE POLICY UNTIL THE POLICY IS CANCELLED OR EXPIRES.		
POLICY INCEPTION DATE: 10-22-2020	<input checked="" type="checkbox"/> 12:01 AM	<input type="checkbox"/> 12:00 NOON Standard Time at the location of the Insured Premises.
<b>PROVISIONS</b>		
This form is not the contract of insurance, but attests that a policy as identified above has been issued. The provisions of the policy shall prevail in all respects.		
SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
JOHN PAVLE		11-12-20
Authorized Representative		Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 2254134032 Health & Wealth Financial Group 104 Henri St Folsom, LA 70437	CONTACT NAME: Health & Wealth Financial Group PHONE (A/C, No, Ext): 2254134032 E-MAIL: trippdonaldson@att.net ADDRESS:	FAX (A/C, No):
INSURED 281 315 9200 Cartodyne LLC 19523 Creek Run Dr. Spring, TX 77388	INSURER(S) AFFORDING COVERAGE INSURER A : Llodys of London INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 1404

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ESJ0021353820	09/11/2020	09/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional E&O \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Non Owned \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Logistics coordinator between client and sub contracted work.

## CERTIFICATE HOLDER

## CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>WE "Tripp" Donaldson III</i>

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> DOS AMIGOS MULTISERVICES, LLC 1006 WAYSIDE DR  HOUSTON TX 77011-2520		<b>CONTACT NAME:</b> DOS AMIGOS MULTISERVICES, LLC <b>PHONE (A/C, No, Ext):</b> 713-239-0096 <b>FAX (A/C, No):</b> 7132390087 <b>E-MAIL ADDRESS:</b> maribel@dosamigosmultiservices.com	
<b>INSURED</b>  THR ENTERPRISES, LLC 1300 MCGOWEN ST  HOUSTON TX 77004-1141		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> EVANSTON INSURANCE COMPANY <b>INSURER B:</b> EVANSTON INSURANCE COMPANY <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 35378 35378	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	3AA416580	08/05/2020	08/05/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	DATA BREACH COVERAGE			3AA416580	08/05/2020	08/05/2020	EACH CLAIM \$ 25,000 AGGREGATE \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED, WAIVER OF SUBROGATION AND GL COMPLETED OPERATIONS WHEN REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue Suite 600 Chicago, IL 60603  
(646) 452-2353

### Insurance for Consultants

### DECLARATIONS

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NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE LIABILITY COVERAGE. CLAIMS-MADE COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED.

THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

<b>Broker No.:</b>	US 0000755	Myron F. Steves & Company
<b>Policy No.:</b>	MPL2317603.18	3131 Eastside St Ste 600
<b>Renewal of:</b>	NEW	Houston, TX 77098-1947
<b>1. Named Insured:</b>	One World Strategy Group, LLC	
<b>Address:</b>	PO Box 540813 Houston, TX 77254-0813	
<b>2. Policy Period:</b>	<b>Inception Date: 09/04/2018</b>	<b>Expiration Date: 09/04/2019</b>
	Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.	
<b>3. General terms and conditions wording:</b>	PLP P0001 CW (06/14) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.	
<b>4. Endorsements:</b>	E6020.2 - War and Civil War Exclusion Endorsement, E6017.2 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E9041.2 - Texas Amendatory Endorsement, and E6294.1 - HiscoxPro Plus Endorsement	
<b>5. Optional Extension Period:</b>	Extended Reporting Period of 12/24/36 months at 75/150/225 percent of the annual premium.	
<b>6. Notification of claims to:</b>	Hiscox Claims 520 Madison Avenue, 32nd floor New York, NY 10022 Fax: 212-922-9652 Email: HiscoxClaims@Hiscox.com	
<b>Additional Notification requirements:</b>	NONE	





## HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue Suite 600 Chicago, IL 60603

(646) 452-2353

### Insurance for Consultants

### DECLARATIONS

7. Policy Premium: \$ 1,558 Administration Fee: N/A State Surcharge: N/A

#### Consultants Professional Liability Claims-Made and Reported Coverage Part: PLPMPL P0002 CW (06-14)

Covered Professional Services:	services as a lobbyist, public relations, and engagement consultant, for others for a fee
Professional Liability (PL):	\$ 1,000,000 Each Claim / \$ 1,000,000 Aggregate
Bodily Injury/Property Damage:	\$ 50,000 Aggregate
Defense of Licensing Proceedings:	\$ 25,000 Aggregate (Separate Limit)
Subpoena Assistance:	\$ 10,000 Aggregate (Separate Limit)
Retroactive Date:	09/04/2018
Retention:	\$ 2,500
PL Premium:	\$ 1,558
Endorsements:	E6115.1 - Financial Services Exclusions Endorsement

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

Fully Earned Policy Fee: \$200.00

Total Gross Premium: \$1,758.00



**HISCOX INSURANCE COMPANY INC. (A Stock Company)**

104 South Michigan Avenue Suite 600 Chicago, IL 60603

(646) 452-2353

**Insurance for Consultants**

**DECLARATIONS**

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President

Secretary

Authorized Representative

Kathleen Ray

September 6, 2018

Hiscox Inc.

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**Appendix E: U.S. Army Corps of Engineering Debris Estimation Modeling Values**

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## **APPENDIX A USACE HURRICANE DEBRIS ESTIMATING MODEL**

### **U.S. Army Corps of Engineers Hurricane Debris Estimating Model**

#### **Background**

- The U.S. Army Corps of Engineers (USACE) Emergency Management staff has developed a modeling methodology designed to forecast potential amounts of hurricane generated debris.
- Based on actual data from Hurricanes Frederic, Hugo and Andrew.
- The estimated quantities produced by the model have a predicted accuracy of  $\pm 30\%$ .
- The primary factor used by the model is the number of households in a developed urban/suburban area.
- Other factors utilized are:
  - Cubic yards of debris generated per household per storm category.
  - Vegetative cover.
  - Commercial density.
  - Precipitation.
- Household debris includes damage to the house, contents and surrounding shrubs/trees.
- Vegetative cover includes all trees and shrubbery located along public rights-of-way, parks and residential areas.
- Commercial density includes debris generated by damage to businesses and industrial facilities.
- Private contractors will remove the majority of commercial related debris; however, disposal/reduction space is still required.
- Very wet storms will cause ground saturation, increasing tree fall.

#### **Initial Planning Data**

- For planning purposes, the worst case scenario should be used for the subject area.
- The most accurate process is to determine the defined areas by using Doppler Radar (National Weather Service Broadcasts) and Geographical Information Systems (GIS).
- Doppler radar will define the storm's intensity and the exact track of the eye of the storm in relation to the affected area.
- Track the storm and plot the eye path and 5-mile wide bands out from the eye to define areas and estimate wind speeds.
- The wind speed of the eye wall normally determines the reported storm category with the outward or 5-mile bands being a lesser category.

## APPENDIX A USACE HURRICANE DEBRIS ESTIMATING MODEL

- Track the storm inland until the wind speeds dissipate below hurricane strength.
- Divide outlined areas by storm category.
- Enter coordinates into a GIS database to determine areas and demographic information, such as:
  - Population.
  - Schools.
  - Businesses.

### STEP 1—ESTIMATING DEBRIS QUANTITIES

The formula used in this model will generate debris quantity as an absolute value based on a known/estimated population or a debris quantity per square mile based upon population density per square mile.

- Determine population (P) in the affected area.
- For example, 1990 census data for Harrison County, MS, is 165,500.
- $P = 165,500$ .
- The assumption of 3 persons per household (H) is used for this model.
- Known/estimated population (P) for a jurisdiction may be used to determine a value for H or  $H = P/3$ .

#### Example

A category 4 storm passes through Harrison County, MS. The area is primarily single family dwellings with some apartment complexes, schools, and shopping centers. Vegetation characteristic is heavy because of the proliferation of residential landscape shrubbery and trees throughout the area. The storm is very wet, with rain before and continuing for a few days after the hurricane.

**Formula:**  $Q = H(C)(V)(B)(S)$

**$H = P/3 = 165,500/3 = 55,167$  (3 persons/household)**

**$C = 50$  (Factor for a Category 4 storm)**

**$V = 1.5$  (Multiplier for heavy vegetation)**

**$B = 1.3$  (Multiplier for heavy commercial due to schools/stores/apartments)**

**$S = 1.3$  (Multiplier for wet storm event)**

**Then  $Q = 55,167 \times 50 \times 1.5 \times 1.3 \times 1.3 = 6,992,374$  cubic yards of debris or 7 million cy**

## APPENDIX A USACE HURRICANE DEBRIS ESTIMATING MODEL

**The Model Formula:**  $Q = H (C)(V)(B)(S)$  where:

**Q** is the quantity of debris in cubic yards.

**H** is the number of households.

**C** is the storm category factor in cubic yards.

**V** is the vegetation characteristic multiplier.

**B** is the commercial/business/industrial use multiplier.

**S** is the storm precipitation characteristic multiplier.

**C** is the storm category factor as shown below. It expresses debris quantity in cubic yards (cy) per household by hurricane category and includes the house and its contents, and land foliage.

HURRICANE CATEGORY	VALUE OF "C" FACTOR
1	2 cy
2	8 cy
3	26 cy
✓4	✓50 cy
5	80 cy

**V** is the vegetation multiplier as shown below. It acts to increase the quantity of debris by adding vegetation, including shrubbery and trees, on public rights-of-way.

VEGETATIVE COVER	VALUE OF "V" MULTIPLIER
LIGHT	1.1
MEDIUM	1.3
✓HEAVY	✓1.5

**B** is the multiplier that takes into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities. Built into this multiplier is the offsetting commercial insurance requirement for owner/operator salvage operations.

COMMERCIAL DENSITY	VALUE OF "B" MULTIPLIER
LIGHT	1.0
MEDIUM	1.2
✓HEAVY	✓1.3



## APPENDIX A USACE HURRICANE DEBRIS ESTIMATING MODEL

**S** is the precipitation multiplier that takes into account either a "wet" or "dry" storm event. A "wet" storm for category 3 or greater storms will generate more vegetative debris due to the uprooting of complete trees.

PRECIPITATION CHARACTERISTIC	VALUE OF "S" MULTIPLIER
NONE TO LIGHT	1.0
✓MEDIUM TO HEAVY	✓1.3

**NOTE:** Steps 2 and 3 of this model can also be applied to other debris generating events once an estimated quantity of debris is established.

### STEP 2—DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas.

1 acre (ac) = 4,840 square yards (sy)  
 10 foot stack height = 3.33 yards(y)  
 total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac

- From the example above, the acreage required for debris reduction sites is:

**7,000,000/ 16,117 cy/ac = 434 acres (required for debris storage only, no buffers, etc.)**

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

**434 ac x 1.66 = 720 acres or, since one square mile (sm) = 640 acres     720ac/640as/sm=1.12 sm.**

- If you assume a 100 acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then  $720/2 = 360$  ac or four 100 acre sites would be required.
- The number of sites varies with:
  - Size.
  - Distance from source.
  - Speed of reduction (mixed debris is slower than clean woody debris).
  - Removal urgency.
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

**If 7 million cy were estimated, the USACE would estimate removing approximately 4.9 million cy of debris.**

## APPENDIX A USACE HURRICANE DEBRIS ESTIMATING MODEL

### STEP 3—CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:

- Clean wood debris.
- Construction and demolition (C&D) debris.
- The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way.
- The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.
- The public should be informed regarding debris segregation as soon as possible after the storm.
- Time periods should be set for removal, the first 7-10 days clean woody debris only, then followed by other debris, with the metals segregated from non-metals.
- Most common hurricane-generated debris will consist of the following:
  - 30% Clean woody debris
  - 70% Mixed C&D
- Of the 70% mixed C&D:
  - 42% Burnable but requires sorting
  - 5% Soil
  - 15% Metals
  - 38% Landfilled
- Based upon the above, 7,000,000 cy of debris would break down as follows:
  - 2,100,000 cy Clean woody debris
  - 4,900,000 cy Mixed C&D
- Of the 4,900,000 cy of mixed C&D, 2,058,000 cy is burnable but requires sorting, 245,000 cy is soil, 735,000 cy is metals, and 1,862,000 cy is landfilled.
- Burning will produce about 95% volume reduction.
- Chipping and grinding reduce the debris volume on a 4-to-1 ratio (4 cy is reduced to 1 cy) or by 75%.
- The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of the chips/mulch.

## **Appendix F: Monitor Tracking and Identification**

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**This section contains data that is protected as confidential, proprietary, and/or trade secret by the Section 552. Texas Public Information Act.**

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## **Proper Care, Handling, and Use of the Monitoring Equipment**

We maintain close awareness of industry trends. Technological advancements have enabled debris removal monitoring to be extremely accurate. The increasing demand for high quality data has effectively ended the use of paper-based data collection. Advances in ADMS capture, management, and manipulation have far out-paced the capabilities of paper-based data capture. At this time, ADMS digital data capturing is done either by dedicated, single purpose hand-held units, or smartphone and tablet applications.

Over the course of our operations, we have used both types of digital data capture; both have advantages and drawbacks. Hand-held units are dedicated, self-contained systems that are owned by the company and are expertly maintained but have enormous overhead costs. They are comprised of special electronic handheld units, printers, and other devices that are linked to a data processing platform.

Smartphone applications can be downloaded either onto Apple or Android units and can interface with any type of data processing platform. Smart-phone systems have a great deal of flexibility and have substantially reduced overhead costs but require the user to have their unit continually charged and functioning.

We are currently using a smartphone application-based system, as the savings in overhead allow us to provide a greater bandwidth of client services for no additional charge to the City. Additionally, our ADMS does not rely on mechanical systems, such as mobile printers, which can have a high rate of failure in adverse conditions such as high heat and humidity and rain, all of which is common during the annual Atlantic Tropical Storm season. Moreover, use of our ADMS makes fraudulent, wasteful, and abusive handling of debris very difficult. The industry is gradually moving toward smart-phone systems.

Monitors are taken through the process of downloading the application onto their phones and establishing a user account. They are then taken through the various aspects and capabilities of the application and shown how to use the various features. The importance of acquiring accurate data is stressed repeatedly. To assist in making sure high-quality data is captured, the application has certain features that prevent moving forward through the monitoring process without the correct completion of certain tasks. A unique advantage of using a smartphone/tablet app is that it is installed on the monitor's device, thus substantially lessening the risk of the operator abusing the device. Personnel will not be able to work if they do not have a working smartphone.

## **Basic Accommodations for Monitors**

While we make every attempt to provide our personnel the materials and equipment they need, there are certain accommodations that we cannot offer. We do not provide smartphones or tablets for our monitors. The cost of supplying smartphone/tablet technology to every monitor is quickly cost prohibitive at the compensation rates that our clientele can render, and FEMA does not consider it an eligible expense. Therefore, to approximate supply of communications as much as possible, we provide an additional stipend to help pay for data and/or call minute usage.

We also do not provide transportation to the monitors and other field personnel. Their work and responsibilities are transient, sporadic, and can cover large areas of territory. We have closely examined providing ground transportation but coordinating such an effort in an efficient and effective manner would create enormous logistical and fiscal barriers to implementation.

We hire locally for between ninety-three (93) and ninety-eight (98) percent of our personnel needs. Therefore, we require lodging only for senior project personnel. Meals and other costs are borne by the monitors. As with transportation, we have studied meal plans and other food delivery systems. We have found that the logistical problems associated with providing meals over a wide geographical area for varied and diverse palettes and dietary needs exceeds what can be feasibly provided.

Our team fully understands and accepts that our supervisory personnel will be wholly responsible for support of our operations and resolving conflicts within the scope of, or in any way associated with, those operations.

### **Workforce Registry and Tracking**

Our monitor registry and tracking system is developed to comply with Federal, State, local, and inhouse requirements. Our Personnel Tracking Form is provided below, as are other materials management and safety documents.

For a variety of reasons, personnel are rotated between trucks. This is done intentionally to reduce the risk of monitors and drivers building a bond so that the potential for fraudulent behavior is greatly reduced. All personnel experience the same type and level of rotation so that monitors cannot complain of being ill-treated.

Every monitor wears an identification badge. It denotes to the public that this person has authorization to be in this place and doing this work. One of the features of the badge is a bar code. When a monitor checks in at the start of their shift the bar code is scanned, and they initial the attendance sheet. This gives us a precise knowledge of who is working in the field on any given day. Their attendance is loaded into the system. When they are assigned a truck, their badge is again scanned and a sheet initialed so that we know that they know where they should be. They will have their badge scanned once more and will initial one more form to verify that they were in the morning safety meeting.

Our tracking of them follows them throughout the day. Each time a monitor opens a ticket it is time, date, and georeference stamped. Therefore, we can be alerted if the data we receive does not match the radius of their assigned monitoring area. We typically know almost immediately whether there is a reason for concern. Our ADMS is constantly uploading data. Therefore, the instant that the data is recorded on the ADMS ticket, we can specify where that monitor is.

At the end of their shift, monitors return to home base where their bar code is scanned once more, and they initial a sign-out sheet.

### **Worker Identification Materials**

All employees and sub-contractors will be required to wear identification at all times. The badge below illustrates what the badges look like. For debris recovery monitors, the badges will have the name and contact information of the project coordinator as well as a coordinator or other staff member of Iowa Colony. By having both numbers anyone wishing to confirm the authorization of the worker has two official numbers.

Debris Monitoring Service

---



Sample Identification Badge

In addition to badges, we will also issue a letter to each worker. It will be printed on double letter head (Tarrant County and TLC) and will go into more detail of what the worker is doing for the project. The whole reason for these two types of identification is to provide assurance to residents that the monitors and other personnel have authorization to be in their neighborhoods. Both the badges and letters will have expiration dates to limit the potential of unlawful use.

Another method that we will be providing assurance to the public is by identification of personal vehicles. Residents often associate unfamiliar vehicles with people who are in their neighborhood for illegal or socially unacceptable behavior. Each monitor and other worker will also be issued a rear-view mirror hang tag for their car that must be visible at all times, with the expiration date facing through the windscreen when the vehicle is in use for monitoring work.

Local police departments and other security personnel will be made aware of the official identification to reduce the chance of false identity and criminal activity. A copy of the hang tag is available following this page.

Copy



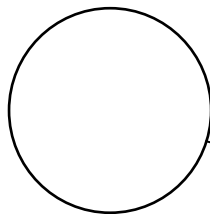
## Personnel Location Tracking

Monitor Name: \_\_\_\_\_ Monitor ID No.: \_\_\_\_\_

[illegible]

HANG ON  
REAR VIEW  
MIRROR

THIS SIDE  
FACING OUT



## TEMPORARY ACCESS AUTHORIZATION PERMIT

By Authorization of  
TLC Engineering, Inc.



For Use **ONLY** when Performing  
Debris Removal Monitoring Services.

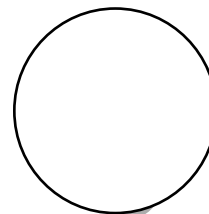
PERMIT #: \_\_\_\_\_  
DATE ISSUED: \_\_\_\_\_  
VEH. LICENSE: \_\_\_\_\_  
VEH. OPERATOR: \_\_\_\_\_  
VEH. OWNER: \_\_\_\_\_  
OPERATOR DL: \_\_\_\_\_  
TLC CONTACT: Bill Buckmaster, Director  
PHONE/CELL: (832) 319-7141/(832) 849-7693

**AUTHORIZATION EXPIRES ON:**

**NOT** for Display Except on Official Business.

This Temporary Access Authorization Permit, including all privileges,  
rights, and responsibilities associated with and owing to it, is and always  
will be, the property of TLC Engineering, Inc.

**Front**



### TEMP. ACCESS AUTHORIZATION PERMIT TERMS

1. This Temporary Access Authorization Permit (TAAP) is the property of TLC Engineering, Inc. ("TLC"). TLC maintains the sole right to make and enforce all policies related (but not limited) to the supply, use, maintenance, handling, and/or resupply of TAAPs.
2. All vehicles accessing project areas for the purposes of providing Debris Removal Monitoring Services are required to display a valid TAAP at all times while on duty.
3. Valid use is only during normal Debris Removal Operations service hours.
4. The TAAP is to be hung from the interior rearview mirror with the permit information facing outward through the windshield for easy identification of the authorization.
5. The TAAP must be clearly visible without obstruction at all times while in use for the project.
6. Personnel displaying a valid TAAP are required to adhere to all roadway regulations of Texas, including (but not limited to): helmet, seatbelt, riders, and cell phone usage.
7. This TAAP is not transferrable between vehicles.
8. Vehicles displaying a valid TAAP are required to be registered with TLC.
9. A fee of \$5.00 applies to the replacement of TAAP if lost, stolen, or damaged beyond usefulness.
10. A Permit Replacement Form must be completed to receive a replacement TAAP.
11. Lost or stolen TAAPs must be reported within six (6) hours of the loss or theft being realized, or at the start of the following day's work, if loss or theft occurs after 5:00 p.m.
12. A TAAP may be cancelled at any time if the privilege is observed to be abused or the operator is terminated and/or observed to be in violation of TLC's Code of Conduct for personnel (incl. contractors).
13. The holder of the TAAP must return the permit immediately upon request.
14. Any TAAP clauses may be changed at any time by TLC Engineering, Inc. without necessarily consulting the holders of the permits.

**Back**

Name: \_\_\_\_\_  
*Last First M.I.*

Address: \_\_\_\_\_

The Hang Tag was: ☐ Lost ☐ Stolen ☐ Renewed ☐ Cancelled/Returned

Permit Number: \_\_\_\_\_

Explanation: \_\_\_\_\_

Reason for Request: \_\_\_\_\_

Vehicle Information: ☐ New

\_\_\_\_\_ *Make Model Trim Level Year*

\_\_\_\_\_ *Color Vehicle ID Number License State*

Signature: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Sample for Demonstration Only.  
Not Valid for Official Use.  
Copy

## TLC Engineering Replacement of Identification Form

Date: \_\_\_\_\_

### 1. Company Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact: \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Alt Ph: \_\_\_\_\_

### 2. Replacement Details:

Replacement of Badge ☐ Registration Number: \_\_\_\_\_  
Replacement of Letter ☐ Registration Number: \_\_\_\_\_  
Replacement of Hang Tag ☐ Registration Number: \_\_\_\_\_

### 3. Requester's Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact: Ph: \_\_\_\_\_ Ph (Alt.): \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 4. Calculation of Fees:

Total Number of Replacements \_\_\_\_\_

Item	Fee (/Item)	No. Items	Cost
Badge:	\$5.00	_____	\$ _____
Letter:	\$5.00	_____	\$ _____
Hang Tag:	\$5.00	_____	\$ _____

### 5. Payment Details

#### Enclose Check Payable To:

TLC Disaster Recovery Services  
Identification Unit  
Materials Tracking Program  
8204 Westglen Drive  
Houston, Texas 77063

or

#### Pay by Credit Card

Name: \_\_\_\_\_  
Number: \_\_\_\_\_  
Expiry: \_\_\_\_\_ CVC: \_\_\_\_\_  
Type: ☐ Visa ☐ MC ☐ Amex  
Billing Address: \_\_\_\_\_  
\_\_\_\_\_

### 6. Responsible Company Representative:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact: Ph: \_\_\_\_\_ Ph (Alt.): \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **Example Equipment Needs**

Equipment needs can be separated into three priorities:

### **1. Primary – needed for initial response:**

- Safety items/personal protective equipment (first aid kits, safety vests, work gloves, etc.)
- Barrier tape or fencing
- Chainsaws
- Debris/earth moving equipment, such as skid-steer loaders, front loaders, and excavators
- Dump trucks and roll-off trucks
- Flares
- Flags, small and brightly colored
- Flashlights
- Fuel
- Generators
- Handheld GPS units to record locations of materials such as hazardous wastes
- Handheld radios, cell phones, satellite phones, and/or wireless handheld devices
- Batteries
- Notebooks and cameras
- Road signs to direct debris hauler traffic
- Vehicle repair equipment

### **2. Secondary – may be needed to begin debris processing:**

- Air monitoring equipment
- Cranes with cables and magnets
- Dumpsters and hoppers
- Forklifts
- Knuckle boom pickers (elevated work platforms)
- Jack hammers
- Jaw crushers and/or compactors
- Pallets
- Plastic sheeting
- Sealable plastic drums
- Wood grinders

### **3. Tertiary – sometimes needed to process large volumes:**

- Air curtain incinerators
- Conveyors
- Vibrating screen sorters



## TLC EQUIPMENT REGISTRATION FORM (FOR ALL CONTRACT DEBRIS HAULERS)

REGISTRATION YEAR	NAME OF REGISTRANT (IF CORPORATION, SUBMIT CORPORATION PAPERS)										
ACCOUNT NUMBER	DBA NAME (IF APPLICABLE, SUBMIT FICTITIOUS NAME PAPERS)										
FLEET NUMBER	BUSINESS ADDRESS (WHERE FLEET IS BASED) ( <b>NO P.O. BOX NUMBERS</b> )					COUNTY					
U.S. DOT NUMBER	CITY, STATE, ZIP CODE		BUSINESS PHONE NUMBER		BUSINESS EMAIL ADDRESS						
IFTA NUMBER	MAILING ADDRESS FOR BILLS, CAB CARDS, PLATES ( <b>NO P.O. BOX NUMBERS</b> )					COUNTY					
FMCSA NUMBER	CITY, STATE, ZIP CODE										
PERSON TO CONTACT		CONTACT PHONE NUMBER		FAX NUMBER		EMAIL ADDRESS					
<b>EQUIPMENT ADDITION SECTION</b>				<b>EQUIPMENT ADDITION SECTION</b>							
EQUIPMENT NUMBER				EQUIPMENT NUMBER							
MODEL YEAR & MAKE				MODEL YEAR & MAKE							
VEHICLE IDENTIFICATION NUMBER				VEHICLE IDENTIFICATION NUMBER							
VEHICLE TYPE & AXLES		VEHICLE TYPE	POWER UNIT AXLES	TRAILER UNIT AXLES	VEHICLE TYPE & AXLES		VEHICLE TYPE	POWER UNIT AXLES	TRAILER UNIT AXLES		
UNLADEN WEIGHT				UNLADEN WEIGHT							
WEIGHT GROUP (Combined Gross Weight)				WEIGHT GROUP (Combined Gross Weight)							
UNIT PRICE		LATEST PURCHASE		FACTORY		UNIT PRICE		LATEST PURCHASE		FACTORY	
DATE OF PURCHASE (MM/DD/YYYY)				DATE OF PURCHASE (MM/DD/YYYY)							
IS UNIT LEASED?		<input type="checkbox"/> YES <input type="checkbox"/> NO		IS UNIT LEASED?		<input type="checkbox"/> YES <input type="checkbox"/> NO					
NAME OF TITLED OWNER/LESSOR				NAME OF TITLED OWNER/LESSOR							
TITLE STATE & TITLE NUMBER		TITLE STATE	TITLE NUMBER	TITLE STATE & TITLE NUMBER		TITLE STATE	TITLE NUMBER				
PLATE NUMBER				PLATE NUMBER							
<b><u>CONTROL AND RESPONSIBILITY FOR SAFETY OF THIS VEHICLE:</u></b>				<b><u>CONTROL AND RESPONSIBILITY FOR SAFETY OF THIS VEHICLE:</u></b>							
IS RESPONSIBLE CARRIER EXPECTED TO CHANGE DURING REGISTRATION YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO											
USDOT NUMBER:				TAX ID NUMBER (FEIN):							
<b>EQUIPMENT DELETION SECTION</b>				<b>EQUIPMENT DELETION SECTION</b>							
EQUIPMENT NUMBER				EQUIPMENT NUMBER							
MODEL YEAR & MAKE				MODEL YEAR & MAKE							
VEHICLE IDENTIFICATION NUMBER				VEHICLE IDENTIFICATION NUMBER							
PLATE NUMBER				PLATE NUMBER							
COMBINED GROSS WEIGHT				COMBINED GROSS WEIGHT							





Project:		Date/Time:	
Number in Crew:		Number Attending:	
Safety Discussion Topics:		Have Each Mtg. Planner Sign His/Her Name	
Worksite Hazards		Plan to Eliminate/Control/ Reduce Hazard	
Additional Comments:			
Safety meeting planning leader signature:			



# INCIDENT REPORT FORM

To be completed by staff within twelve (12) hours of an incident/accident

Incident/Accident Date: \_\_\_\_\_ Incident/Accident Time: \_\_\_\_\_

## Injured Person Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #s: \_\_\_\_\_

Gender: ☐ F ☐ M Date of Birth: \_\_\_\_\_

Injured Person/Caregiver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Incident/Accident Information:

Injury Type: \_\_\_\_\_

## Injury Information:

Does the Injury Require Hospital/Physician Care? ☐ Y ☐ N

Hospital/Physician Name: \_\_\_\_\_

Hospital/Physician Address: \_\_\_\_\_

## Important Notes and Instructions:

## Preparer/Approval Information:

Prepared By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Original + USB

## City of Iowa Colony, TX

RFP for

Debris Management and Removal Services

*Monday, June 7, 2021 @ 2:00 pm*



**Texas Office**  
**Clayton Young, Regional Manager**  
**11190 Circle Drive Suite 109A**  
**Austin, TX 78736**  
[cyoung@crowdergulf.com](mailto:cyoung@crowdergulf.com)

**Ashley Ramsay-Naile**  
**President**  
**5629 Commerce Blvd. East**  
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**800-992-6207 Phone**  
**251-459-7433 Fax**  
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[www.crowdergulf.com](http://www.crowdergulf.com)



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○ Resumes	
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○ Past Performance Chart for 3 Years	
○ Texas Secretary of State Filing / SAM Registration	
○ Bank and Bonding Letters	
○ Sample Insurance Certification	
○ E-Verify	
○ W9	

Copy





## **A. Management Summary – Cover Letter**

Copy



# CrowderGulf

## Disaster Recovery and Debris Management

5629 Commerce Blvd. East  
Mobile, Alabama 36619

Office: (800) 992-6207  
Fax: (251) 459-7433

June 7, 2021

City of Iowa Colony  
City Secretary – Kayleen Rosser  
12003 Iowa Colony Blvd  
Iowa Colony, TX 77583

### Re: Debris Management and Removal Services

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the RFP referenced above. We want to express our desire to enter into agreement with Iowa Colony for Disaster Debris and Management Services. We believe we are the best company to provide the City the requested services based on our personal experience, and our many years of experience and capabilities as synopsized below and demonstrated in the attached proposal.

CrowderGulf is a national full-service debris management firm with over fifty-one (51) years' experience in helping communities like Iowa Colony recover from disasters. Having managed successful debris clean-up operations in fifteen (15) states, including Texas, we have developed one of the most capable recovery management teams in the Country. **After the 2020 Hurricane Season, the CrowderGulf Team responded to nine major disaster (7 tropical events and 2 tornados), having 28 contracts activated in six different states, including Texas.** Our disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing and disposing of **over three hundred and seventy-five (375) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City.

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and qualified Debris Specialists with 40+ years of training and "boots on the ground" field experience. You will find our team fully knowledgeable in all aspects of debris clean-up from operational methodology to quality control and FEMA public assistance reimbursements. Our key management and field staff have obtained numerous FEMA and OSHA certifications in emergency management, safety and environmental compliance and remain with you from contract activation to closeout.

The knowledge and experience of the CrowderGulf management team, coupled with our personal inventory of heavy equipment and a large cadre of dedicated subcontractors, has meant that every project has been completed successfully and within contract timelines. **Our team is dedicated to following FEMA Public Assistance Program and Policy Guidelines and meeting 2 CFR requirements** CrowderGulf provides **pre-planning and training** to our clients **free of charge** throughout the contract term. CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly. CrowderGulf has **aggregate bonding capacity of \$500,000,000, single bonding capacity of \$250,000,000 and an additional \$150,000,000 of available funding.**

### CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in the RFP.

We greatly appreciate the opportunity to submit this proposal. We assure you that our professional disaster debris team will exceed the expectations of the City. We will be pleased to provide any additional information that would assist the City in its deliberations and look forward to your favorable response.

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of this **RFP for Debris Management and Removal Services**. In addition, Reid Loper, Vice President, also has the authority to bind the company.

Best Regards,



Ashley Ramsay-Naile  
President

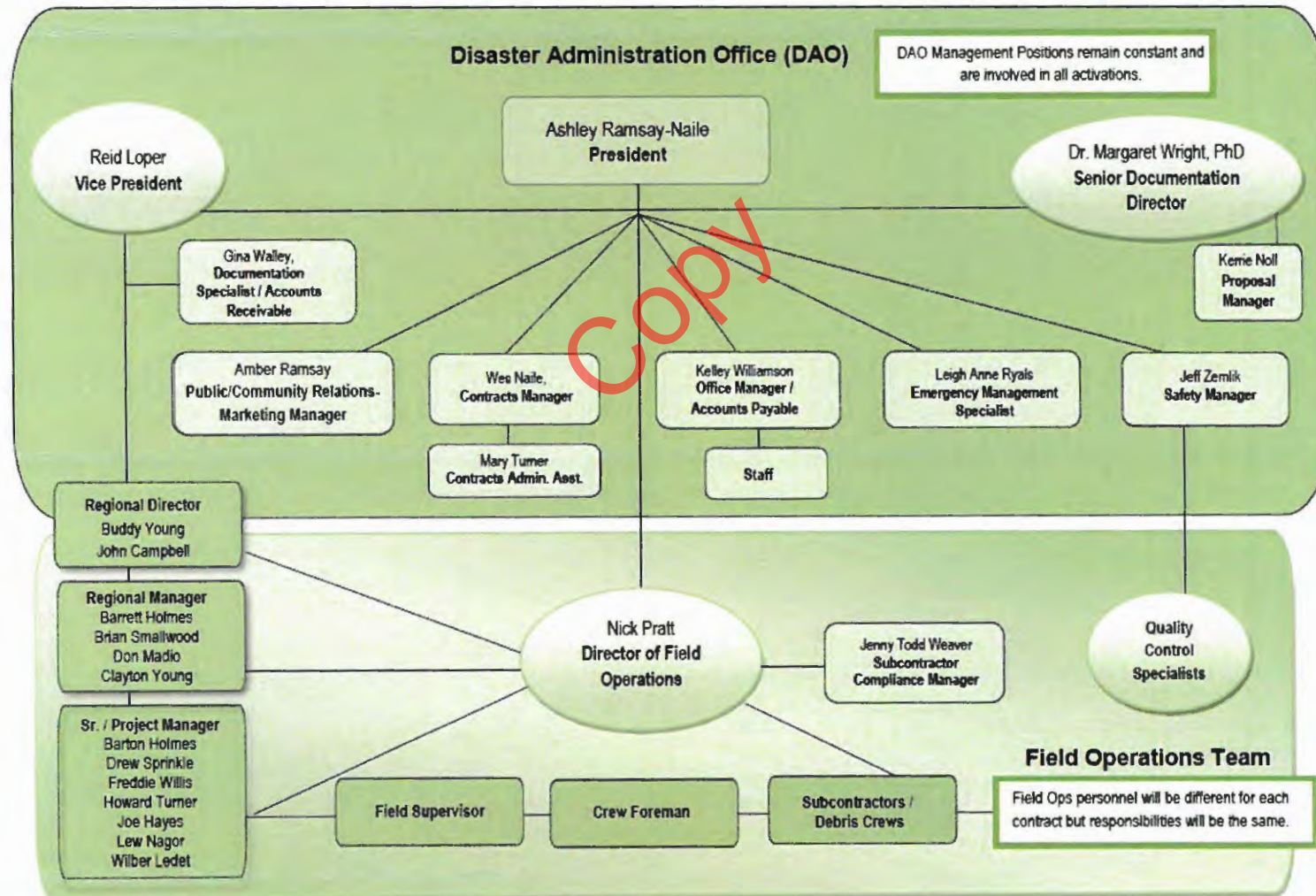
[jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com) / [knoll@crowdergulf.com](mailto:knoll@crowdergulf.com)



## Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.

### City of Iowa Colony, TX





## B. Proposal

Copy



## Tab B- Proposal

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### 5.5.1 Scopes of Work: Scenarios

#### Scenarios

The City has requested information regarding CrowderGulf's ability to respond and mobilize resource as it relates to the given scopes of work. The following scenarios and response plans are provided as examples of CrowderGulf's ability to respond to any disaster with the appropriate commitment of human and physical resources.

**CrowderGulf's Sample Debris Operations Plan has been presented at the end of this proposal – due to page limitations our complete plan can be provided upon request. Additionally, for all activations, CrowderGulf is committed to meeting all program standards as specified in the City's RFP.**

#### SCENARIO 1. SPOT JOBS – LOCALIZED

##### Response

For this type of event, CrowderGulf will use its local resources to meet the City's project needs. Regardless of the scope of work we will provide experienced managers with the proper equipment and necessary resources needed by the City. If required, we will have resources and manpower capable of clearing critical routes and removing hazardous leaners and hangers within 12 hours of a Notice to Proceed (NTP). An experienced Project Manager will arrive on-scene within 8 hours of notification of need and begin a damage assessment as directed by the City. Damage assessment will include documentation in the form of photographs, video and project sectoring / mapping. Based on the damage assessment, the Project Manager, in consultation with the City's Debris Manager, will prepare a response plan delineating specific equipment and personnel needs to accomplish the City's objectives. Depending on the scope of work in this scenario, the response plan will be complete and ready for City approval within 12-24 hours. Based on preliminary discussions with the City and the City's approval of the response plan, CrowderGulf's Project Manager will mobilize crews with appropriate equipment to accomplish the work in a timely and orderly manner. If hauling is required, our Project Manager will coordinate with the City (City's representative) to measure debris hauling trucks and ensure that all documentation requirements are met for each load of debris.

Field Supervisors, quality control and safety personnel will oversee and document each work site and provide close coordination between the field work and the City. CrowderGulf's Project Manager will provide status reports to the City. All of CrowderGulf's debris removal efforts will be documented daily and available to the City to review via a secure website. This type of transparency and accountability enables the City to remain informed of disaster expenditures and the efficiency of the debris removal process.

There may be as few as one to two crews assigned or a multitude of teams assembled as determined by the Project Manager and the City representative during the preliminary damage assessment. Depending on the need and specific tasks, each crew may consist of the following:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- One - three chain saw operators, laborers, and flaggers with transport vehicles
- Three – five 16 to 20 cubic yard capacity dump trucks and/or two to four 35- 55 cy self-loading trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- If needed, a minimum of one professional Arborist and at least one-two crews of Tree Removal Specialists to assist in tree and limb removal and stabilization projects. Tree crews will use their expertise in stabilizing and or removing hazardous trees utilizing specialized equipment and proven techniques.

Typically, this type of work may begin during the "emergency clearance" phase of an event in which a formal declaration may not have been made or when a client does some of the initial cleanup work but wants to finish within a short timeframe. Regardless of the size, type or timing of the work, it is critical to collect and maintain accurate documentation



of damages and of recovery work. Throughout the project, CrowderGulf will document all work in compliance with **FEMA Guidelines**. Our documentation may include; before and after photographs of the damaged areas, maps, and if the tasks require, indemnification agreements for work involving private property.

All hours, equipment and materials will be documented daily on forms consistent with FEMA requirements and be compatible with the City's capabilities for downloading and accessibility. These forms will be validated at the close of each day by Field Supervisors and the Project Manager, and the City's Debris Manager to gauge the progress and plan for continued debris removal efforts. All documentation will be reviewed and reconciled with the City and or their monitoring contractor prior to invoicing. In the event that hauling is required, truck certification forms and load tickets will be utilized, reviewed and double checked for accuracy and legibility. All documentation will be maintained by CrowderGulf for 7-10 years.

### **ACTUAL EXAMPLES**

CrowderGulf has successfully completed many jobs with a similar scope of work as described in Scenario 1. In 2017 following Hurricane Irma, CrowderGulf assisted Coleman, Florida in the removal of 3,030 cubic yards of debris. CrowderGulf removed and disposed of vegetation, mulch and six stumps. The reduction was by grinding and the County self-monitored all operations. CrowderGulf assisted in the reconciliation and documentation process, working directly with the County to provide all needed information for FEMA reimbursement.

In 2015, the City of Friendswood, TX activated CrowderGulf to help recover from a tornado that impacted part of the City. CrowderGulf removed approximately 9000 cubic yards of debris in 7 days with 145 loads hauled directly to the final disposal. Another example includes two 2015 activations in Corpus Christi, TX, to help the City recover after flooding and high wind events. These activations involved removal and hauling vegetative & C&D debris to final disposal.

CrowderGulf's work for Berkeley County, SC, after the 2014 ice storm is an example of a job requiring specific, detailed documentation, and involving removing hanging limbs and leaning trees, hauling and disposal of the resulting vegetative debris. During this project, hanging limbs were removed from over 19,000 trees which produced 179,300 cubic yards of vegetative debris that was removed and taken directly to the disposal site. This work utilized 9 tree crews and 9 hauling crews consisting of 19 debris hauling trucks, and was completed in a little over two months.

### **SCENARIO 2. SMALL EVENT – WIDESPREAD OR CITYWIDE**

#### **Response**

All procedures that are included in the previous Scenario will also apply to Scenario 2. In addition, our resources will be provided in greater quantities and we will stage the necessary equipment in the City at pre-determined locations (usually pre-identified during our site visits or as determined during yearly preparedness training sessions) identified by Project Management team and approved by the City. If requested, we will have a project manager present in the City's Emergency Operation Facility prior to the event. After conducting a damage assessment, CrowderGulf will start its forces in numerous areas throughout the City. Equipment resources are based on the amount of determined damage and the size of the area affected. The area will be sectioned in grid format and crews and equipment will be assigned to each of the affected areas. Debris removal equipment along with ground crews, tree crews, knuckleboom trucks for removing leaners and hangers and traffic control teams will be used for this event.

It may be determined a Debris Management Site (DMS) are needed to facilitate debris removal and reduction. In order for debris hauled to a DMS to be FEMA eligible for reimbursement it must be reduced before hauling to final disposal. Debris brought to a DMS facility will be sorted to remove recyclable materials and materials not suitable for reuse. The materials not re-useable will be reduced (either by grinding or as directed by the City) or may be taken to an approved final disposal facility.

Whether CrowderGulf provides the DMS facility or utilizes pre-existing sites, our goal will be to have the DMS fully functional within 48-72 hours of a NTP. Each DMS site will be photographed and soil testing (if required) and monitoring will be performed throughout the use of the site facility. Land use development will include roads for safe ingress, and egress, proper segregation of materials, construction of monitoring towers and/or other necessary facilities.





Staffing for the DMS will include a site manager, a segregation crew which consists of one foreman, one equipment operator, two laborers and a skid steer, safety personnel and tower monitors. The Project Manager along with our Reduction Specialist and Safety Coordinator will develop site specific plans for each DMS facility. These plans will include site layout, copies of any necessary permits and land use agreements as well as the site specific safety and environmental plan. At the completion of the project, all remaining debris will be removed and either taken to a recycle facility or for final disposal. Land used for the DMS will be returned to its original condition and the City will be provided with all necessary documentation on the site reclamation. All work will be conducted and documented in compliance with all **FEMA Public Assistance Program and Policy Guidelines (incorporating FEMA 325)**.

#### **ACTUAL EXAMPLES**

Early in 2015, the City of Raleigh, NC, activated the pre-event contract and called on CrowderGulf to assist the City's resources in debris removal operations within the City. Our Project Manager, Nick Pratt, assisted the City with preliminary assessment and immediately mobilized equipment and resources to the area to begin debris removal operations. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

After 2011, Hurricane Irene, CrowderGulf was activated by Newport News, VA, to conduct debris operations. As part of our normal operating procedures, after an initial damage assessment, we began working simultaneously in all eight areas of the City that were damaged. This approach helped residents see that the City was taking the necessary steps to quickly remove the debris. CrowderGulf removed 85,000 cubic yards of debris with 20 trucks in three weeks and reduced the debris by grinding at a City-owned property where CrowderGulf developed a DMS. At the end of the project, this property was returned to its original condition at no extra cost to the City of Newport News

The reduced debris from this project was recycled as much as possible by giving it to private residents, using it at the City's compost site, and by taking it to paper mills within the area. The remainder was taken to the final disposal site where much of it was used as a cover within the landfill. All of this work was carefully documented to ensure FEMA reimbursement.

#### **SCENARIO 3. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING WOODY DEBRIS ONLY – WIDESPREAD OR CITYWIDE**

##### **Response**

In addition to the response procedure described for Scenario 1 and 2 events, this event may require more than one DMS, depending on how widespread the damage may be. Depending on the details of each site, reduction may be done by burning, grinding or both, depending on the City's desired method of reduction. Each site will operate independently and have its own manpower and equipment (as described in Scenario 2). In addition, several pieces of heavy equipment, grinders and or air curtain incinerators with operators may be added to the DMS. Flaggers will be used at the entrance and exit points to assist with traffic control into and out of the facility. The DMS will be fully functional within 48 hours of a NTP and reduction by grinding or burning will start within 72 hours of receiving debris.

As with Scenario 2, debris will be removed and properly disposed at designated facilities and plans, testing and site documentation will be administered. Any damage to the DMS would be remediated at the completion of the project. All cleanup operations will be documented in accordance with FEMA and City's requirements and in accordance with environmental regulations. All work will be conducted and documented in compliance with all **FEMA** regulations.



#### **ACTUAL EXAMPLES**

This type of event is similar to the operation we successfully completed in 2017 for League City, Texas, following Hurricane Harvey. Hurricane Harvey produced unprecedented rainfalls throughout the City. Parts of the community endured as estimated 49.84 inches of rain in five days, equaling nearly a year's worth of rain. Prior to flood waters receding, CrowderGulf had boots on the ground in the State of Texas. Our project management team provided debris assessments to our clients and brought skilled response crews into the State to immediately begin work as flood waters receded.

CrowderGulf worked with the City of League City to section off the City and provide debris removal resources in all seven of their identified "hardest hit" areas, simultaneously. CrowderGulf utilized 22 hauling units and disposed of the debris at two identified disposal facilities. CrowderGulf removed 11,461 cubic yards of vegetative debris, 3,209 white goods, 3,491 E-waste items and 109,220 lbs. of House Hold Hazardous Waste. This project was monitored by Tetra Tech

Rocky Mount, NC, after Hurricane Irene is another example of similar work. We hauled in 253,360 cubic yards of debris utilizing thirty-five (35) trucks over seven (7) weeks. CrowderGulf reduced debris by grinding and hauled 66,110 cubic yards to a disposal site. CrowderGulf's management team worked closely with the Rocky County debris/recovery team and work was completed within the City's timeline to the City's satisfaction.

#### **SCENARIO 4. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING MIXED DEBRIS - WIDESPREAD OR CITY WIDE**

##### **Response**

In addition to all the procedures and resources included in a Scenarios 1, 2 and 3, CrowderGulf will add segregation crews at its TDSRS (If the City wishes to separate the debris vs a direct haul to final disposal). A typical segregation crew may consist of one foreman, one equipment operator, two (2) laborers and a skid steer. Debris will be segregated into six (6) areas for reduction or further handling. These include clean vegetative debris, vegetative debris with foreign matter, construction and demolition debris, recyclable debris, white goods and hazardous waste. Depending on the severity of the event, additional debris removal crews can be deployed to begin work with 48 hours of the NTP.

#### **ACTUAL EXAMPLES**

Hurricane Harvey struck the Southern Texas Coast on August 25, 2018 and unlike many past hurricanes, Harvey did not move quickly. After its initial landfall, it stalled over Southeast Texas for quite some time. The typical damages caused by strong hurricane force winds were swiftly surmounted by the damages caused by the unprecedented and overwhelming rain amounts that fell on Southeast Texas. Hurricane Harvey easily became one the wettest storms **ever recorded** in the continental United States leaving over 60 inches of rainfall in some areas.

Having worked in the City of Friendswood, Texas on numerous occasions prior to Hurricane Harvey, CrowderGulf was familiar with the City and the knowledgeable personnel who worked there. The City of Friendswood contacted CrowderGulf on August 29th to set up a coordination meeting. CrowderGulf met with the City staff the same day to discuss a notice to proceed, mobilization and the start date. Brian Smallwood, Texas Regional Manager for CrowderGulf, along with Terry Byrd, Friendswood Emergency Management Coordinator & Fire Marshall and Brian Mansfield, Deputy Director of Emergency Management established a goal to start operations on September 6th to remove and dispose of debris from the estimated 3,000 homes that were flooded. The City requested all operations be complete within 180 days. CrowderGulf quickly mobilized the necessary resources and started on September 6th as requested by the City. The debris was directly hauled to the Dixie Farm Road Landfill. Overall, CrowderGulf removed and disposed of over 135,000 cubic yards of debris from the 21.7 square miles of land that's occupied by the 35,000 residents of Friendswood, TX.

(In addition to the removal of 135,952 cubic yards of vegetative debris, CrowderGulf removed 5,804 white goods, 7,684 E-waste products and 182,460 lbs. of Household Hazardous Waste.)

All work will be conducted and documented in compliance with all **FEMA 325** regulations.



## **SCENARIO 5. CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITYWIDE**

### **Response**

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior Project Manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have management resources on the ground within twenty-four (24) hours for the emergency PUSH planning. Debris Crews and Equipment resources will be working within 48 hours of establishing an approved recovery plan. (If utilizing a monitoring company, it takes 24-48 hours to have monitoring personnel trained and equipped to begin the monitoring process).

CrowderGulf's Project Management Team will utilize the first 24-48 hours to begin their damage assessment and sectioning of the City and crews assigned to each of the damaged areas so that debris will be removed concurrently in all areas of the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team can assist the City with public notices via radio, newspaper and TV, if requested. All work will be conducted and documented in compliance with all **FEMA 325** regulations.

All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team will assist the City with public notices via radio, newspaper and TV, if requested.

### **ACTUAL EXAMPLES**

Polk County, FL experienced a Scenario 5 event after Hurricane Irma in 2017. CrowderGulf removed 2,370,172 cubic yards from Polk County alone, in just a few months' time. The damage from the hurricane was spread throughout numerous counties in FL and required significant resources to be deployed quickly. CrowderGulf had tremendous success in the recovery effort and holds valued relationships with all the communities affected. Overall we removed, reduced and disposed of 10,984,801 cubic yards of debris in Florida alone after Irma all the while, working in the State of Texas to complete the removal and disposal of 5,113,917 cubic yards of debris for 26 contract activations following Hurricane Harvey.

After Hurricane Harvey, in September of 2017, CrowderGulf crews removed and reduced 2,006,840 cubic yards of debris from Aransas County, Texas rights-of-ways. The overall cost to Aransas was \$24,406,652. CrowderGulf assisted the County in the removal and disposal of mixed vegetative and construction and demolition materials. This material had to be segregated and hauled to the proper facility for disposal. CrowderGulf removed, transported and disposed of 14,938 leaners/hangers, 6,039 white goods and 22,760 lbs. of HHW. Debris was reduced by grinding at three separate sites.

## **SCENARIO 6: CATASTROPHIC EVENT- SITE MANAGEMENT-CITYWIDE**

### **Response**

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior Project Manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have management resources on the ground within twenty-four (24) hours for the emergency PUSH planning. Debris Crews and Equipment resources will be working within 48 hours of establishing an approved recovery plan. (If utilizing a monitoring company, it takes 24-48 hours to have monitoring personnel trained and equipped to begin the monitoring process).

CrowderGulf's Project Management Team will utilize the first 24-48 hours to begin their damage assessment and sectioning of the City and crews assigned to each of the damaged areas so that debris will be removed concurrently in all areas of the City. TDSRS development will begin immediately upon NTP and site selection. Grinders and or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Documentation and Emergency Management specialists will be onsite to train local personnel who will be working at each TDSRS office. All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team can assist the City with public notices via radio, newspaper and TV, if requested. All work will be conducted and documented in compliance with all **FEMA 325** regulations.



All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team will assist the City with public notices via radio, newspaper and TV, if requested.

## **SCENARIO 7: CATASTROPHIC EVENT-TOTAL MANAGEMENT-CITYWIDE**

### **Response**

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior Project Manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have management resources on the ground within twenty-four (24) hours for the emergency PUSH planning. Debris Crews and Equipment resources will be working within 48 hours of establishing an approved recovery plan. (If utilizing a monitoring company, it takes 24-48 hours to have monitoring personnel trained and equipped to begin the monitoring process).

CrowderGulf's Project Management Team will utilize the first 24-48 hours to begin their damage assessment and sectioning of the City and crews assigned to each of the damaged areas so that debris will be removed concurrently in all areas of the City. TDSRS development will begin immediately upon NTP and site selection. Grinders and or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Documentation and Emergency Management specialists will be onsite to train local personnel who will be working at each TDSRS office. All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team can assist the City with public notices via radio, newspaper and TV, if requested. All work will be conducted and documented in compliance with all **FEMA 325** regulations.

All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team will assist the City with public notices via radio, newspaper and TV, if requested.

## **Sample Debris Management Plan (Abbreviated due to Page Limitations)**

### **Project Approach / Strategy**

#### **Standards**

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA Public Assistance Program and Policy Guide (incorporating FEMA 325 Debris Management Guide and FEMA 327 Debris Monitoring Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

#### **Responsiveness**

CrowderGulf's Director of Operations or designee will be in contact with the City's Debris Manager at least 72-96 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City. Within 24 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 24-48 hours of NTP and we will be fully operational and hauling debris within 48 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the City. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

## **Reimbursement Assistance**

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and City Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures.

## **Debris Operations Plan**

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

## **➤ Mobilization**

### **Alert and Team Notifications**

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.

CrowderGulf's Director of Operations will assess the information received from the National Weather Service and in consultation with the City's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

### **Preparation**

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.



### **Mobilization of Resources**

CrowderGulf's Director of Operations or designee shall contact the City's Debris Manager a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within 24-48 hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.



The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.



## ➤ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate lifesaving actions within the disaster area and/or pose an immediate threat to public health and safety. The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event. During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. Each "clearing crew" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One trackhoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

## ➤ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

**Important Operational Considerations:** At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

## Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by Iowa Colony.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

## Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the **Documentation and Reimbursement** Section of this proposal

## Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

## Repair and Maintenance Equipment

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance.



**Service Trucks** - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete.



**Box Service Trucks** - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs.

### **Mobile Repair Shop**

CrowderGulf also owns a state of the art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter what the situation is, CrowderGulf, utilizing our in-house assets, can maintain our fleet during any size activation.



### **Debris Hauling Prerequisites:**

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

**Note:** Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.

### **Safety Measures**

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this Debris Operations Plan.

### **Accurate Record Keeping**

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, and daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the **Documentation and Reimbursement** section of this proposal.

## Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. Citizens will be provided an avenue to report damages. CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens. We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process.

## Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times.

## DMS Site Plan

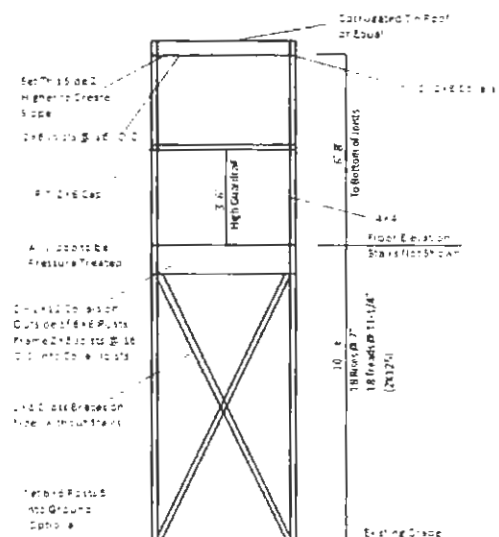
The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will meet all FEMA and CITY requirements.

## Inspection Towers

At no cost to the City, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

All towers will be OSHA and FEMA compliant, and will remain compliant throughout the project.

### Inspection Tower



## Debris Separation and Reduction

## Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling, if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.



### Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

### Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

### Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

### Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City in accordance with all federal, state and local laws.

### Specialty Debris

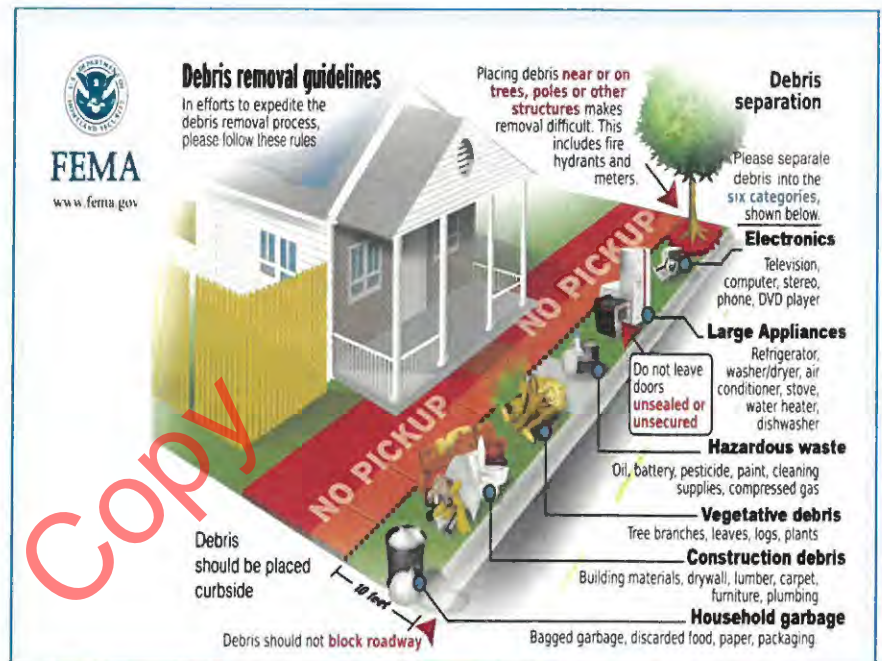
CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services ([www.garner-es.com](http://www.garner-es.com)), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

## ➤ Documentation and Reimbursement

*This information will be discussed in later sections of this proposal.*

## Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with all of the reputable monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.





## Previous Experience with Monitoring Firms

Monitoring Companies - 2021	
<b>Arcadis</b> formerly Haul Pass & Malcolm Pirnie	✓ Jeff Cousins, <i>Haul Pass - Operations Manager, Rostan Solutions, LLC</i> , Cell: 954-707-8637, <a href="mailto:jcousins@pirnie.com">jcousins@pirnie.com</a> Darius Standusky, <i>Rostan</i> - (813) 417 0106, <a href="mailto:dstankunas@rostansolutions.com">dstankunas@rostansolutions.com</a> Andy Compton, <i>Arcadis Principle Consultant</i> , 14025 Riveredge Dr, Ste 600, Tampa, FL 33637, 813-353-5715, <a href="mailto:Andy.Compton@arcadis-us.com">Andy.Compton@arcadis-us.com</a>
<b>Atkins Global</b> formerly PBS&J	✓ J. Michael Healy, PE, (Mike) <i>Senior Engineer III, Emergency Management, Atkins</i> , 4030 West Boy Scout Blvd, Suite 700, Tampa, FL 33607, Cell: (813) 267-7058, <a href="mailto:mike.healy@atkinsglobal.com">mike.healy@atkinsglobal.com</a> , Jenni Edgar, <i>PBS&amp;J, Risk &amp; Emergency Management</i> , 919-357-3301, <a href="mailto:jedgar@pbsj.com">jedgar@pbsj.com</a>
<b>CDR Maguire</b>	✓ Jeff Stevens, <i>CDR Maguire (Monitor)</i> , 2255 Chapman St, 4 <sup>th</sup> Floor, Providence, RI 02905, 401-536-8178, <a href="mailto:Jeffrey.Stevens@cdrmaguire.com">Jeffrey.Stevens@cdrmaguire.com</a>
<b>Diversified Consultants ,</b>	✓ Stephanie Thompson, <i>Diversified Consultants</i> , 228-474-0017, <a href="mailto:mosspointci25605@bellsouth.com">mosspointci25605@bellsouth.com</a>
<b>HDR</b>	✓ Chuck McClendon, <a href="mailto:ch.mcclendon@gmail.com">ch.mcclendon@gmail.com</a> (407) 353-0342
<b>Polysurveying</b>	✓ Alan Bryant, <i>P.E, Exec VP Polysurveying Eng.</i> , 5588 Jackson Rd, Mobile, AL 36619, 251-666-2010, <a href="mailto:mail@polysurveying.com">mail@polysurveying.com</a>
<b>Sepi Engineering</b>	✓ 102 Wade Ave, Raleigh, NC 27605, 919-789-9977
<b>Tetra-Tech</b> formerly Leidos, SAIC, BDR Beck Disaster Relief	✓ John Buri, <a href="mailto:John.Buri@tetrattech.com">John.Buri@tetrattech.com</a> (713) 737-5763 ✓ Simon Carlisle, <a href="mailto:simon.carlyle@tetrattech.com">simon.carlyle@tetrattech.com</a> (407) 803-2525 ✓ Oliver Yao, <i>Leidos / SAIC, Deputy Director of Post Disaster Programs, BDR</i> , phone: (321) 441-8507, mobile: (407) 803-2522, <a href="mailto:Oliver.Yao@tetrattech.com">Oliver.Yao@tetrattech.com</a> ✓ Betty Kamara, <i>Tetra Tech</i> , 321-441-8518, <a href="mailto:Betty.Kamara@tetrattech.com">Betty.Kamara@tetrattech.com</a> ✓ Anne Cabrera, <i>SAIC</i> , 800 N Magnolia Ave., Ste 400, Orlando, FL, 954 5093-4951, <a href="mailto:acabrera@beckdr.com">acabrera@beckdr.com</a> ✓ Jan Pacenta, <i>SAIC/Brown, Thorton &amp; Pacenta</i> , Pensacola, FL 850-221-1040, <a href="mailto:jpacenta@btcpas.com">jpacenta@btcpas.com</a>
<b>True North</b> formerly Neel-Schaffer	✓ Jonathan Kiser, <i>PE, Neel Schaffer</i> , 772 Howard Ave., Biloxi, MS 39530, 228-374-1211, <a href="mailto:jonathan.kiser@neel-schaffer.com">jonathan.kiser@neel-schaffer.com</a> , Sam Taylor, <i>Neel-Schaffer Eng</i> , 228-374-1211, <a href="mailto:staylor@neel-schaffer.com">staylor@neel-schaffer.com</a> Travis McCoy, <i>Neel-Schaffer</i> , 601-948-3071, <a href="mailto:travis.mccoy@neel-schaffer.com">travis.mccoy@neel-schaffer.com</a> ✓ Nelson Lucius, <i>True North</i> , 817-870-2422, <a href="mailto:nelson.lucius@neel-schaffer.com">nelson.lucius@neel-schaffer.com</a>
<b>Thompson Engineering</b>	✓ Jon Hoyle, <i>Thompson Engineering, formerly Beck</i> , 407-792-0018, Office 321-303-2543, <a href="mailto:jhoyle@thompsoncs.net">jhoyle@thompsoncs.net</a> ✓ Nathan Counsell, <i>formerly Beck</i> , 407 818-2783, <a href="mailto:ncounsell@rwbeck.com">ncounsell@rwbeck.com</a>
<b>Witt - O'Brien's</b>	✓ Bob Anderson, <i>Project Manager</i> , 714-222-9922-cell, <a href="mailto:robert.anderson@obriensrm.com">robert.anderson@obriensrm.com</a> ✓ Duane Miller, <i>Manager, Consulting &amp; Response</i> , 251-716-1620-cell, <a href="mailto:duane.miller@obriensrm.com">duane.miller@obriensrm.com</a> ✓ Charles Bryant, <a href="mailto:cbryant@wittobriens.com">cbryant@wittobriens.com</a> ✓ Kevan Parker, <a href="mailto:kparker@wittobriens.com">kparker@wittobriens.com</a> , (850) 260-2884
<b>Volkert</b>	✓ Kirby McCrary, <i>P.E., Disaster Operations Manager, Volkert, Inc.</i> , 251-406-0166, <a href="mailto:kirby.mccrary@volkert.com">kirby.mccrary@volkert.com</a>

DebrisTech	✓ <b>Brooks Wallace, P.E. / President</b> <a href="mailto:brooks@debristech.com">brooks@debristech.com</a> Office: 601-799-1037 / Cell: 601-916-1113 925 Goodyear Blvd., Picayune, MS 39466 <a href="http://www.debristech.com">www.debristech.com</a>
Landfall Strategies	✓ <b>Ryan Kelley   Vice President</b> <a href="mailto:rkelly@landfallstrategies.com">rkelly@landfallstrategies.com</a> Office: 941.451.7472 / Cell: 321-662-3738
Culpepper and Terpening, Inc.	✓ <b>Stefan K. Matthes, P.E. / Senior Vice President</b> <a href="mailto:smatthes@ct-eng.com">smatthes@ct-eng.com</a> 772-464-3537 ext 114 772-464-9497 fax 2980 South 25 <sup>th</sup> Street Ft. Pierce, FL 34981
Metric	✓ <b>Richard P. David</b> <a href="mailto:richard.david@metriceng.com">richard.david@metriceng.com</a> 361-800-2159 1265 Church Ave, Chipley, FL 32428 <a href="http://www.metriceng.com">www.metriceng.com</a>
Eisman & Russo, Inc.	✓ <b>John M. Popovich, Jr. / Project Manager – Emergency Operations</b> <a href="mailto:jpopovich@eismanrusso.com">jpopovich@eismanrusso.com</a> Cell: 850-525-7332 Office: 904-733-1478 / Fax: 904-636-8828 6455 Powers Avenue   Jacksonville, FL 32217 <a href="http://www.eismanandrusso.com">www.eismanandrusso.com</a>

## 5.5.2 Mobilization

### Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 72-96 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.



### Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.



Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

### **Communications/Mobile Command Center**

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability**, in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the City to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines



CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and/or telephones in their vehicles. **Upon request, we will furnish key City personnel with our system radios.**

### **Operational Support**

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

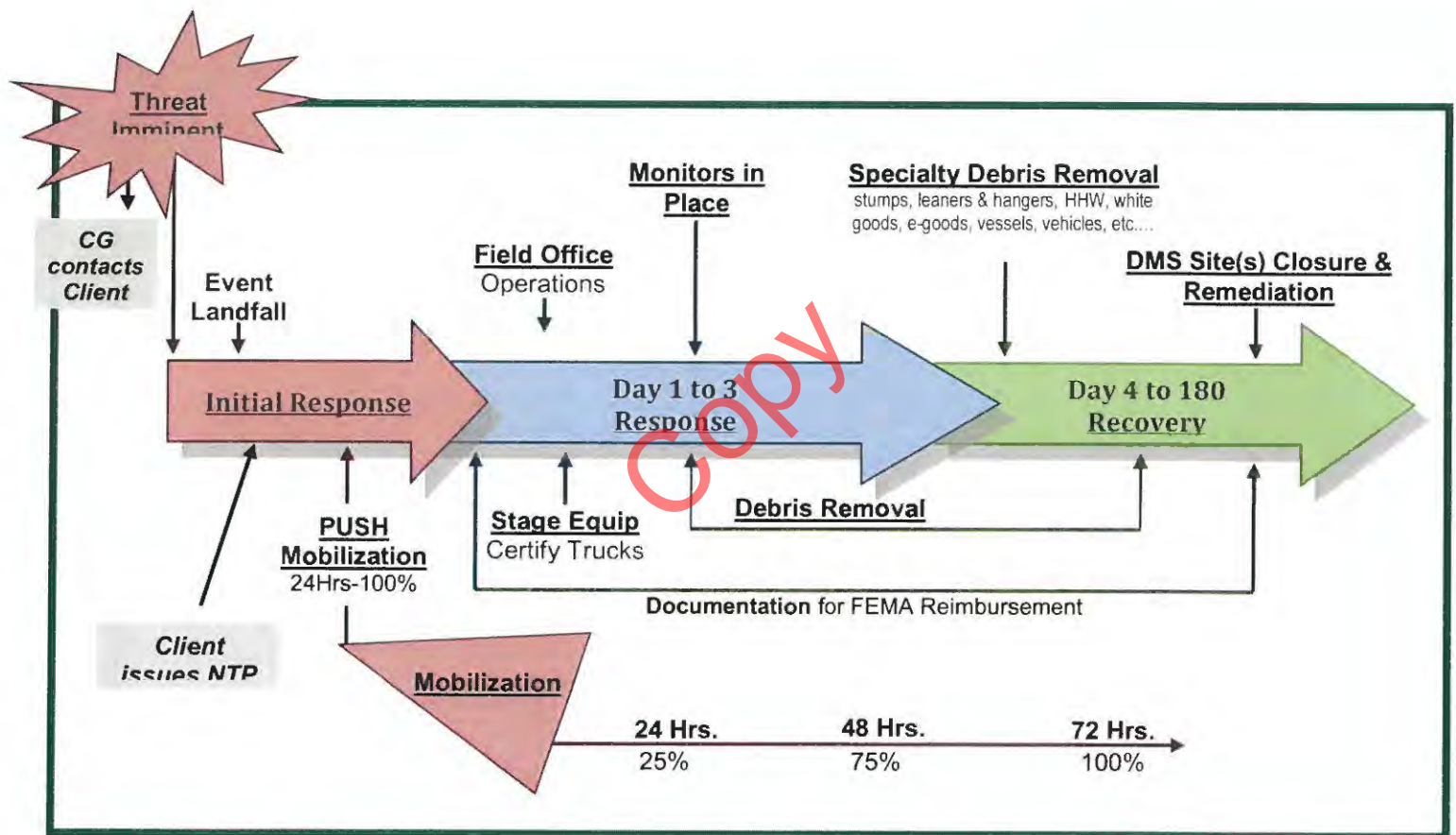
### **Sample Mobilization Parameters**

Below are CrowderGulf's anticipated mobilization timelines for debris removal work. CrowderGulf has **never failed** to meet the end timelines for completing all projects and remains committed to **meeting all timelines**.

- Contacting the City's Emergency Operations Manager 72 hours prior to a predicted disaster event.
- Providing an advance CrowderGulf representative to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, if requested.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.

- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP

## SAMPLE Response and Recovery Timeline Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

### 5.5.3 Statement to meet all program standards

CrowderGulf will meet all program standards for the City of Iowa Colony's DMP.

### 5.5.4 FEMA Documentation, Reimbursement and Project Management



## **FEMA Reimbursement Experience**

Over the course of CrowderGulf's history in the debris industry, the majority of our work (95%) has been with municipalities that received reimbursement from FEMA under the Public Assistance (PA) Grant Reimbursement Program. CrowderGulf officials are proud of the solid working relationships we have established and maintained over the years with numerous State Emergency Response Agencies as well as other key agencies involved in disaster response and recovery, including FEMA, the U.S. Army Corps of Engineers (USACE), the United States Coast Guard and U.S. Fish and Wildlife. The knowledge and experience of our management team regarding federal, state and local regulatory guidelines is derived from our team member's many years of experience and previous positions in local and state government, and our desire to continuously train and attend seminars and conferences yearly.

CrowderGulf has seen extensive changes in the organization and documentation required for federal government reimbursement. We are continuously reviewing policy and regulation changes to the Public Assistance Program to guarantee our clients are provided with the latest policy guidance along with accurate and complete documentation to assist in the reimbursement process. In an effort to provide the best service to clients, all CrowderGulf Management and field staff are trained using FEMA's Public Assistance Program and Policy Guide Debris Management Guide which incorporates the Debris Management Guide (FEMA 325), and the Public Assistance Debris Monitoring Guide (FEMA 327). In addition, CrowderGulf's staff are encouraged to take FEMA courses both online and at conferences and collectively hold hundreds of FEMA course certifications. CrowderGulf has several debris specialists' on-staff to assist our clients with debris related issues.

### **Team Member FEMA / Policy Experience**



**Gary Jones** has over 28 years working for the Federal Emergency Management Agency (FEMA). Gary served as Deputy Regional Director of **FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as **Acting Regional Director for 4 years**. Gary was responsible for administration of emergency management programs in the FEMA Region 6 states of Texas, Arkansas, Louisiana, New Mexico and Oklahoma. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Gary served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. Gary was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters.



Our Assistant Director of Operations, **Buddy Young**, served as **Regional Director of FEMA Region VI from 1993 – 2001 and served as Administrator for 133 federally declared disasters and emergencies**. He is nationally known and recognized in the Emergency Management business and is extremely knowledgeable about FEMA policies and procedures.

- **Barrett Holmes** joined CrowderGulf after 31 years' experience in public service, leadership and planning. He served as the primary Department of Defense representative with **FEMA Region IV**. He has vast knowledge of and extensive experience working with civilian authorities at local, state, and federal levels concerning crisis management and disaster response. He was instrumental in planning, coordinating, integrating, and executing support for numerous disasters which include Hurricanes Earl, Isaac, and Sandy, as well as the Gulf Coast clean-up following the Deep Water Horizon oil spill.
- **John Campbell**, Regional Director / Senior Project Manager, has over 40 years' experience in disaster response planning and management. Mr. Campbell has a Master's degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. Mr. Campbell served as Senior Project Manager for CrowderGulf for all activated contracts in Florida following T.S. Debby in 2012. Mr. Campbell was previously qualified as an **accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA)** and remains active in the organization. (NIMS Certified Instructor)



- Our Quality Control Specialist, **Leigh Anne Ryals** has 17 years in Emergency Management as Director with 12 Federally Declared Disasters. Her experience in working with FEMA Region IV and her specific knowledge of the FEMA public assistance program has been of valuable use to our clients. Her experience includes FEMA policy and application, project worksheet formulation, Pilot Program implementation and documentation requirements. Ms. Ryals has had firsthand experience in the FEMA/Office of Inspector General Audit process. And, she along with other CrowderGulf team members, provide training and education classes to our clients on policy and regulation changes. Prior to coming on board with CrowderGulf, Ms. Ryals served on the Hurricane Liaison Team and received her Certified Local Emergency Manager Certification from the Alabama Emergency Management Agency and her Advanced Certification in Emergency Management from the Alabama Association of Emergency Managers.

Because CrowderGulf has been one of the leading and most respected debris contractors for longer than any other company, many FEMA representatives are familiar with our company's work ethic, ability to work as a team and our constant endeavor to complete every project to the satisfaction of the Client and FEMA. The Company's goal is to establish communication with the FEMA representative/s (through the Client) and maintain a positive working relationship with all FEMA representatives throughout the recovery effort. As the field work is completed, FEMA's project review and auditing will begin. CrowderGulf has successfully worked with many monitoring companies as well as directly with municipalities to ensure that all documentation is complete and correct. Throughout any invoicing and auditing process, we are responsive to all FEMA and client requests. Because of our responsible record keeping and our record storage policy, we are able to provide documentation and answer questions with a very quick turnaround. This becomes extremely important when the applicant/client is trying to get reimbursed by FEMA.

### ★ Texas Activations Involving Federal Declarations & FEMA Reimbursement ★

EVENT	County / Municipality		
2019 Tornado	Richardson		
2019 Tropical Storm Imelda	Montgomery County		
2017 Hurricane Harvey	Alvin	Aransas County	Brazoria County
	Chambers County	Clear Lake Shores	Corpus Christi
	Dickinson	Friendswood	Galveston
	Ingleside	Jones Creek	LaMarque
	League City	Liberty	Montgomery
	Nassau Bay	Newton County	Nueces County
	Port Arthur	San Patricio County	Santa Fe
	Seabrook	Texas GLO	Webster
	West Columbia		
2016 Flooding / Tornadoes	Montgomery County	Waller County	
2016 Tornado	Rowlett		
2015 Tornado	Friendswood		
2015 Flooding	Blanco County	Republic Services, Corpus Christi	
2008 Hurricane Ike	Alvin	Angleton	Bayou Vista
	Beaumont	Brazoria County	Brookside Village
	Chambers County	Clear Lake Shores	Clute
	Deer Park	Dickinson	Freeport
	Friendswood	Galveston County	Galveston Co. Mainland and Bolivar Peninsula
	Galveston Co. Municipal Utility	Jefferson County	Kemah
	LaMarque	League City	Manvel
	Montgomery County	Pearland	Santa Fe
	Texas City	Texas GLO	Tiki Island
	Webster	Westlake	
2005 Hurricane Rita	Dickinson	Jefferson County	



## Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

## Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

### Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling trucks to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard



The image shows a 'Truck / Equipment Certification Form' from CrowderGulf. The form includes fields for 'Truck Number' (00100), 'Truck Make', 'Truck Model', 'Truck Year', 'Truck Color', 'Truck Weight', 'Truck Capacity', 'Truck Operator', 'Truck Inspector', 'Truck Date', 'Truck Location', 'Truck Status', 'Truck Notes', 'Truck Signature', 'Truck Date', 'Truck Location', 'Truck Status', 'Truck Notes'. Below the form is a blue placard with 'TRUCK NO. 49993' and 'CUBIC YARDS 30'.

truck beds to determine

### Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.



## Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

## Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:

Load Ticket Form
7/21/2020 2:16 PM
Dump All Documents

### Debris Load Ticket Form

**% CY Ticket**  
Ticket Number: 50134-20181029085927  
Disposal Date: 10/29/2018

**Load Information**  
Truck No: 2064  
Sub-Contractor: Gaston  
Load Time: 8:59 AM  
Project: 10-Bay Co

**Disposal Information**  
Disposal Site: Bay Co - Frankford Rd DMS  
DebrisType: Veg  
Disposal Time: 9:20 AM  
Truck Cap: 115  
% Load: 70  
Calc Load: 80.5  
Scale Ticket No:  
Tons: 0

Time - 1 pm - 1300   3 pm - 1500   5 pm - 1700   7 pm - 1900  
2 pm - 1400   4 pm - 1600   6 pm - 1800   8 pm - 2000  
Comments:

**Administrative Use Only:**  
Document: WCG-FS1\imaging\Access\0004F0DF...  

Attach   Remove

EnteredBy: ANS  

☒ Finished  
☐ FHWA Road

Copy

## STORM

strategic tracking of recovery material

**Cubic Yard Load Ticket**  
Ticket Number: 50134-20181029085927  
Project Number: 10  
Project Name: Bay County  
Hauler Information:  
Truck Placed ID: 2064

**Load Information**  
QC Monitor ID: 50134  
Latitude: 30.19607  
Longitude: -85.59289  
Date/Time: 10/29/18 8:59 AM

**Disposal Information**  
Site Name: Bay Co - Frankford Rd  
QA Monitor: Robert Jackson  
Date/Time: 10/29/18 9:20 AM  
Debris Type: c&d  
Max Capacity: 115.0  
Percent Full: 70%  
Calculated Quantity: 80.5

Authorized Signature \_\_\_\_\_  

Contractor Copy

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

## Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.



## Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

CROWDERGULF DEBRIS MANAGEMENT Debris Removal				FEMA-DR-4399-FL Hurricane Michael			
Daily Debris Removed Report				Bay Co. FL			
DEBRIS REMOVED ON: 12/22/2018				REPORT DATE		Tuesday, July 21, 2020	
Date	Truck #	Delivered To	Debris Type	Capacity	% Load	Load (CY)	
12/22/2018	80118-20181222045058	Bay Co - Pate E Debris DMS	veg	71.00	80	56.80	
12/22/2018	80118-20181222045120	Bay Co - Pate E Debris DMS	veg	69.00	70	48.30	
12/22/2018	80118-20181222045143	Bay Co - Pate E Debris DMS	veg	71.00	78	55.28	
12/22/2018	80118-20181222045168	Bay Co - Pate E Debris DMS	veg	69.00	80	55.20	
12/22/2018	80118-20181222045190	Bay Co - Pate E Debris DMS	veg	71.00	80	56.80	
12/22/2018	80118-20181222045208	Bay Co - Pate E Debris DMS	veg	69.00	88	60.82	
12/22/2018	80118-20181222045230	Bay Co - Pate E Debris DMS	veg	71.00	70	49.70	
12/22/2018	80118-20181222045252	Bay Co - Pate E Debris DMS	veg	69.00	58	40.02	
12/22/2018	80118-20181222045274	Bay Co - Pate E Debris DMS	veg	78.00	80	62.40	
12/22/2018	80118-20181222045296	Bay Co - Pate E Debris DMS	veg	72.00	69	49.68	
12/22/2018	80118-20181222045318	Bay Co - Pate E Debris DMS	veg	78.00	78	60.84	
12/22/2018	80118-20181222045340	Bay Co - Pate E Debris DMS	veg	72.00	88	63.36	
12/22/2018	80118-20181222045362	Bay Co - Pate E Debris DMS	veg	78.00	70	54.60	
12/22/2018	80118-20181222045384	Bay Co - Pate E Debris DMS	veg	72.00	70	50.40	
12/22/2018	80118-20181222045406	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045428	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045450	Bay Co - Pate E Debris DMS	veg	72.00	78	56.16	
12/22/2018	80118-20181222045472	Bay Co - Pate E Debris DMS	veg	78.00	70	54.60	
12/22/2018	80118-20181222045494	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045516	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045538	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045560	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045582	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045604	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045626	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045648	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045670	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045692	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045714	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045736	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045758	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045780	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045802	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045824	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045846	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045868	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045890	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045912	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045934	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222045956	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222045978	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046000	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046022	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046044	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046066	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046088	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046110	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046132	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046154	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046176	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046198	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046220	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046242	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046264	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046286	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046308	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046330	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046352	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046374	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046396	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046418	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046440	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046462	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046484	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046506	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046528	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046550	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046572	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046594	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046616	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046638	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046660	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046682	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046704	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046726	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046748	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046770	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046792	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046814	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046836	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046858	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046880	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046902	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046924	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046946	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222046968	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222046990	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047012	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047034	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047056	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047078	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047100	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047122	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047144	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047166	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047188	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047210	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047232	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047254	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047276	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047298	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047320	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047342	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047364	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047386	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047408	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047430	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047452	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047474	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047496	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047518	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047540	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047562	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047584	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047606	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047628	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047650	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047672	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047694	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047716	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047738	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047760	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047782	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047804	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047826	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047848	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-20181222047870	Bay Co - Pate E Debris DMS	veg	72.00	80	57.60	
12/22/2018	80118-20181222047892	Bay Co - Pate E Debris DMS	veg	78.00	88	68.64	
12/22/2018	80118-						



due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

### **Documentation Maintenance**

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

### **FEMA Requirements and Assistance in the Reimbursement Process**

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, 98% of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

### **Reimbursement**

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Texas Commission on Environmental Quality
- Texas Department of Health
- Texas Department of Transportation



## Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) / Pilot Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to sub grantees (counties/municipalities) who take advantage the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program. Currently, FEMA has removed the majority of the initiatives that made up the Alternative Procedures for Debris Removal Pilot Program however, FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to work with our clients to partner in the debris removal initiative.

<b><i>SRIA Program Incentives for Subgrantees</i></b>	<b><i>CrowderGulf's Capabilities and Commitment to Clients(sub grantees)</i></b>
<b><u>Straight Time and Force Account Labor:</u></b> When a sub grantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions.  <b>CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.</b>

## Principles of Project Management

### Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA (FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

### Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 48-72 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Iowa Colony. Within 24-48 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 12-24 hours of NTP and we will be fully operational and hauling debris within 48 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the City of Iowa Colony. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

### Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines



- Orientating and training City of Iowa Colony personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

### **Corporate Support On-Site Operations**

Daily operational decisions and daily communications with the City of Iowa Colony will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Mobile, Alabama.

### **On-Site Project Management**

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers.

### **Pre-Planning - Readiness Planning and Training**

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Iowa Colony needs and requests.

#### **Audio/Visual Presentations**

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

*Please view our Website @ [www.crowdergulf.com](http://www.crowdergulf.com) for more information  
and watch our Videos Online.*

## **5.5.5 Location of TSDRS Facilities**

### **Debris Management Site Development**

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms "**Temporary Debris Separation and Reduction Site**" and the term "**Debris Management Site**" (DMS) are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

#### **DMS Site Selection**

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with the City of Iowa Colony to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:



- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

### **DMS Design and Operational Features**

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Iowa Colony, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

### **DMS Site Plan**

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection

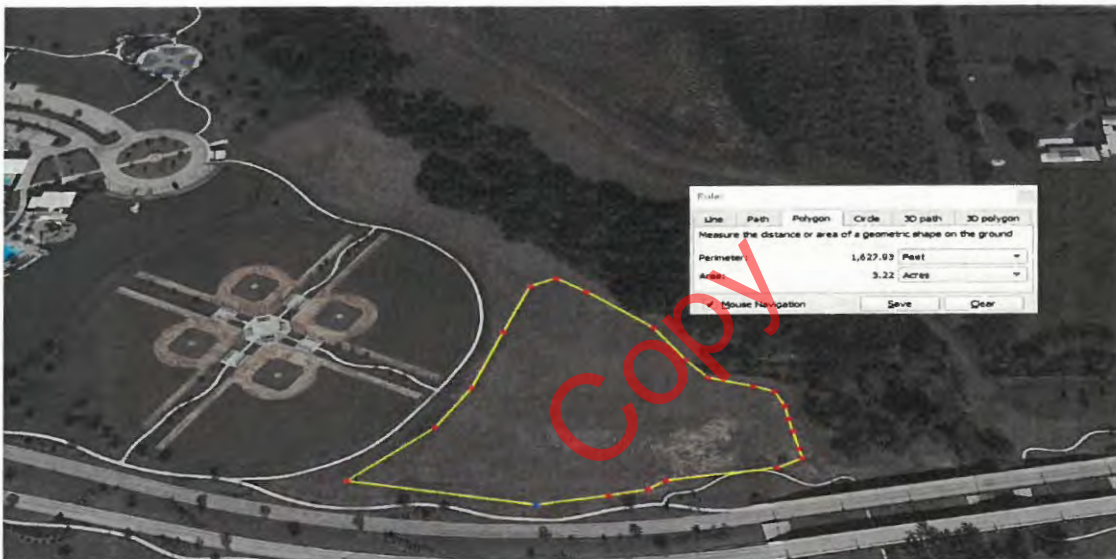
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

## Options for DMS

Our first preference when looking for an appropriate DMS is looking for suitable City owned properties. This eliminates the need to do a formal lease agreement with a private land owner. If no City owned property is available, we will procure a DMS through a private land owner as needed. Here are 2 possible options for City owned property that could be used as a DMS.

### City Owned Options for DMS

#### 1) Iowa Colony City Park at Meridina. 3.2 Acres



#### 2. Land adjacent to City Hall. 2.2 acres





## **C. Corporate Experience and Capacity**

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## Tab C- Corporate Experience and Capacity

### CrowderGulf At-A-Glance

- Full time (365 days/yr.) Debris Management Company with over 50 years of successful experience in debris management, removal and disposal services.

- **Bases of Operation:**

<p><u>Primary</u></p> <p><u>Satellite Offices</u></p>	<p><b>Mobile, Alabama</b></p> <p><b>Austin and Denton, Texas</b></p> <p>Palm Harbor, Deerfield Beach and Winter Garden, FL</p> <p>D'Iberville, Mississippi</p> <p>Hilton Head Island and Laurens, South Carolina</p> <p>Richmond, Virginia</p>
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- **Never failed to complete** all contract obligations and never defaulted on a contract.
- **40 full time employees** including office staff and management professionals.
- **200 additional "reservists"**, part time personnel that can be called upon if needed.
- **Committed to the same** Project Management Team remaining with the project from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- **Completed simultaneous** debris projects after all major hurricanes since 1969.
- Over **500** disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over **375 million cubic yards of debris**.
- Industry leader in **waterway debris removal**, including work after Hurricane Sandy and Deep Horizon Oil Spill.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- **No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.
- **No lawsuits, liens or judgments by CrowderGulf to clients ever** filed.
- Over 350 pieces of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

<b>AGGREGATE BONDING CAPACITY</b>	<b>\$ 500,000,000</b>
<b>SINGLE BONDING CAPACITY</b>	<b>\$ 250,000,000</b>
<b>OTHER AVAILABLE FUNDING</b>	<b>\$ 150,000,000</b>

#### 2020 Historic Storm Season

During the 2020 Hurricane / Storm Season, the CrowderGulf Team responded to nine major disaster (7 tropical events and 2 tornados), having 28 contracts activated in six different states. One of the most notable accomplishments is the consistent daily production rates and that CrowderGulf removed over **22 Million Cubic Yards** of debris, to date.



## Contract Management - Ability to Handle Multiple Contracts

CrowderGulf has a proven track record of simultaneously managing multiple contracts and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small.

The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster.

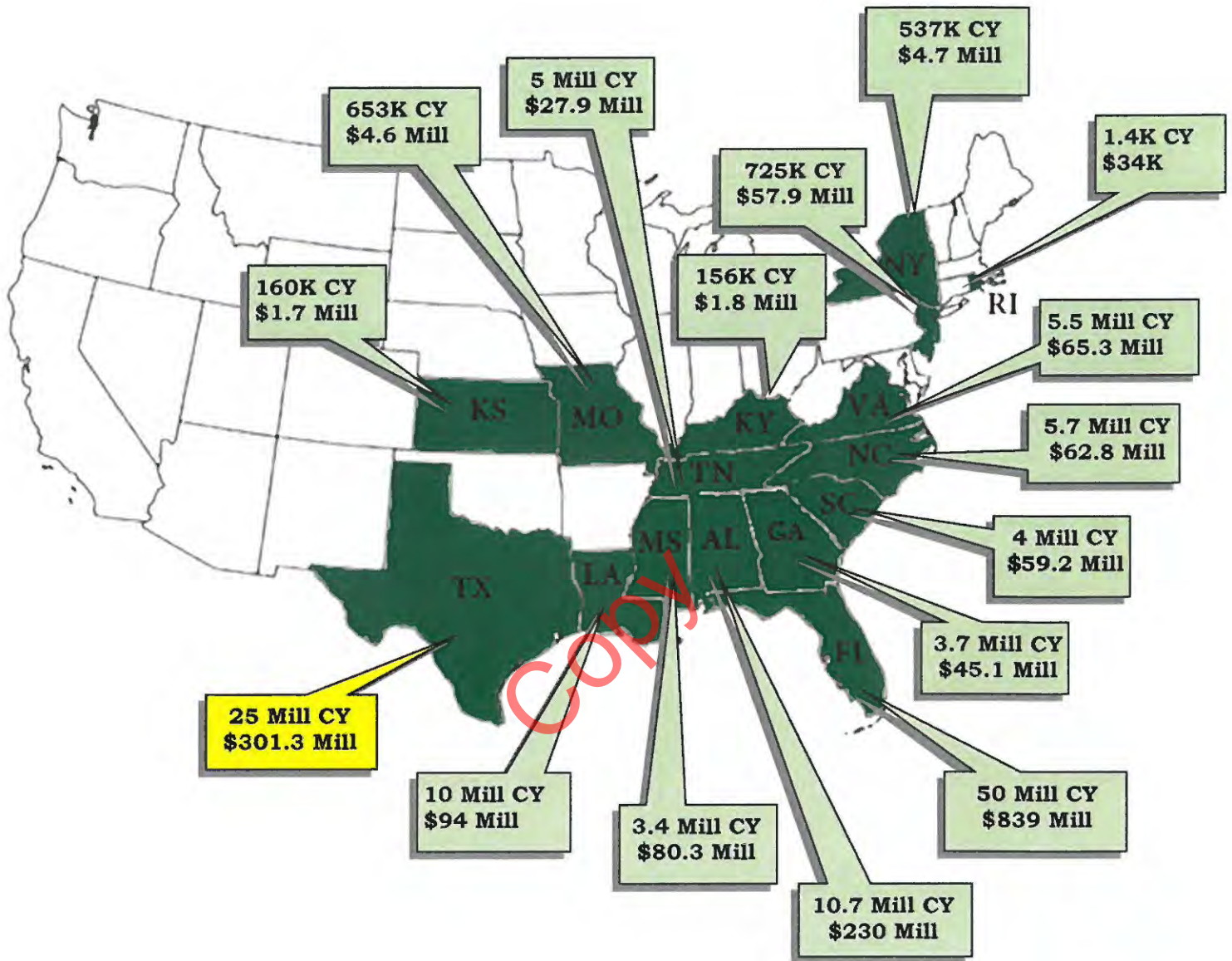
Over 98% of the 438 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client all documentation FEMA required for Client to receive reimbursement.

Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters: Texas Activations have been highlighted in yellow.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Invoice Amt	Approx. Cubic Yards (CY)
2020	Hurricane Zeta (Ongoing)	0	7	\$25,190,715+	1,923,883+
2020	Hurricane Sally (Ongoing)	37	10	\$109,038,941+	8,657,766+
2020	Hurricane Laura (Ongoing)	6	8	\$205,421,221+	13,436,727+
2020	Tennessee Tornadoes	4	2	\$10,557,993	812,812
2019	Hurricane Dorian, TS Imelda, Tornado, Misc. Projects	3	2	\$4,559,359	143,336
2018	Hurricane Michael	24	16	\$250,192,143+	16,902,944+
2018	Hurricane Florence	10	18	\$29,914,480	2,190,278
2017	Hurricane Nate	1	3	\$2,119,616	165,948
2017	Hurricane Irma	91	64	\$202,589,828	10,447,423
2017	Hurricane Harvey	15	27	\$93,763,082	6,015,594
2016	Hurricane Matthew	32	39	\$82,267,725	5,675,560
2016	Hurricane Hermine (2 Activations)	3	2	\$9,080,715	401,366
2016	Severe Storms, (Ice, Flood & Tornadoes)	1	12	\$9,153,193	648,612
2015	Severe Storms, (Ice, Flood & Tornadoes)	0	15	\$2,311,844	109,578
2014	Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornadoes)	5	14	\$9,866,559	669,314
2012	Sandy	1	4	\$57,805,734	727,194
2012	Isaac	3	9	\$2,821,936	245,799
2011	Irene	13	31	\$14,754,641	1,673,821
2008	Ike	27	36	\$178,318,425	16,933,904



**CrowderGulf's Historical Workload & Experience across the U.S.**



## **Availability and Assurances**

Due to the uncertainty of disaster related events, it is difficult to predict when a contract activation will occur. Regardless of the number of contracts CrowderGulf has activated after a disaster, in 50+ years, we have never failed to meet a client's contract requirements for equipment resources and personnel. Having an experienced management team, a large pool of company owned equipment and operators, a nationwide data base of trusted and experienced subcontractors and agreements with national rental companies, allows CrowderGulf the ability to assure the City that we can and will meet your disaster response needs. We are committed to providing the City with priority service, quality performance and onsite management. We will work as a team with you and your representatives to successfully restore the City to some sense of normalcy, following all FEMA regulations and within the designated timeline established by the City's contract.

The severity of the disaster will determine how many employees will be assigned to a specific client. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and local resources and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to ensure the City that we can effectively manage and handle the disaster effort. CrowderGulf will adjust assets as required to optimize operations.

## **Hurricanes Harvey and Irma – Lessons Learned and Management Team Updates**

During the 2017 Hurricane Season, Hurricanes Harvey and Irma became historic in the debris removal industry. The Category IV Hurricane Harvey, devastated the State of Texas and ten days later, Hurricane Irma made landfall in Florida, South Carolina, and Georgia. Most of the damage occurred throughout Florida. These two back-to-back major hurricanes presented several historical challenges for the Federal Government, local jurisdictions, and private contractors. Assets from around the Country, including CrowderGulf, were fully mobilized in Texas to assist with their recovery effort. However, after Hurricane Irma did her damage in Florida, CrowderGulf's management team immediately began responding to the needs of our Florida clients, while continuing to work throughout Texas. Although these two hurricanes created a national resource shortage, CrowderGulf never asked to re-negotiate our contract rates. We fulfilled all of our contractual obligations on time or ahead of schedule, both in Texas and in Florida.

After these historic events CrowderGulf's management team completed an after-action analysis, and we identified several lessons learned, and as a result, made strategic changes to our subcontractor requirements. CrowderGulf's management also implemented several measures to lessen the chance of having a resource shortage in future activations, including the purchase of additional company-owned assets listed in this proposal.

## **Subcontracting**

Our Subcontractors Compliance Manager, Jenny Todd Weaver along with our Director of Operations, Nick Pratt worked diligently securing subcontractors to meet the heavy demand in Florida and Texas, during the 2017 Hurricane Season. They reviewed subcontractors past experience, debris specific equipment and mobilization times and they identified any underperforming subcontractors or subcontractors that defaulted on requirements that had signed master subcontracts. Those subcontractors have been removed from our database and will not work with CrowderGulf during future activations.

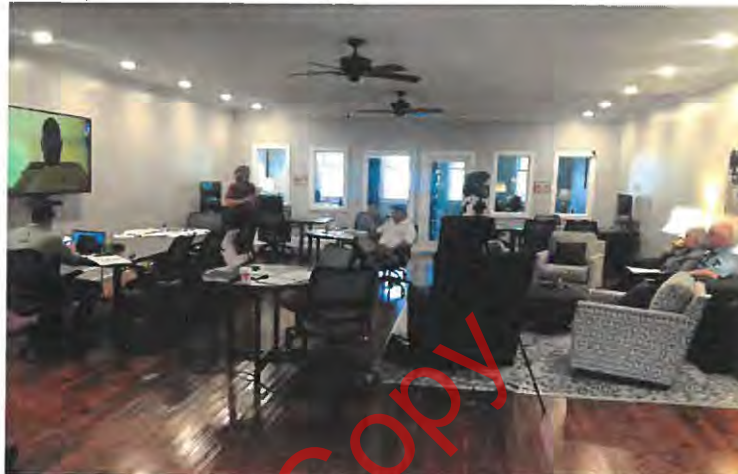
## **Monitoring Firms**

CrowderGulf has an excellent working relationship with many of the monitoring firms across the United States. The 2017 Hurricane Season allowed us to extend many of those relationships, due to the number of contracts that CrowderGulf had activated and also allowed us to work with new monitoring firms. CrowderGulf found that there were many new monitoring employees / personnel, so in the beginning there were some challenges with the truck certification process and getting accurate data from the monitoring firms. Our Senior Project Managers and Project Managers worked to iron out any issues in the beginning of the project and things began to run much smoother. After the activations, our Management Team met and brainstormed the best way to tackle these issues in the future, should they arise and as a result, we have implemented a Quality Assurance / Quality Control (QA / QC) Field Team that is in charge of entering our data and working directly with the monitoring firms out in the field. We have found that this new process has been instrumental after Hurricane Michael devastated the Florida Panhandle in 2018 and most recently after a similar scenario after Hurricanes Laura and Sally in 2020.

## **Training**

Although the 2017 Hurricane Season was challenging for the entire debris removal and management industry, we made several small additions to our Complete Debris Management Plan. We added Annual Training Sessions with Project Managers, Field Supervisors, Reservist Personnel, and Subcontractors in each of our Regions, including Florida. Reid Loper, Vice President, Leigh Anne Ryals, Emergency Management / Quality Control Supervisor and Brian Smallwood Regional Manager, led the trainings in Alabama and Texas. Barrett Holmes, Regional Manager led several trainings along the East Coast, including the Hilton Head Area and both the Carolinas. Don Madio, Regional Florida Manager, led several trainings in Florida. The topics discussed ranged from Project Management, Debris Management Site Selection and Setup, Senior Supervision, Teaming with Monitoring Firms and Communication with the Client and our Disaster Administrative Office. The training sessions were so successful that additional trainings are scheduled for after the Governors Hurricane Conference and after client trainings before each Hurricane Season. A copy of those presentations can be made available to the City, upon request.

#### **2021 Eastern Regional Training Session in Laurens, SC**



#### **Hurricanes Florence and Michael – Implementation of After Action Items**

It didn't take long for CrowderGulf's updated Management Approach, Annual Trainings, Selective Subcontracting Initiatives and New Monitoring Relationships to be put at the forefront of a 2 storm event and simultaneous contract activations. In **2018, Hurricanes Florence and Michael** struck the Coast of North Carolina and the Panhandle of Florida within one month of each other. Hurricane Florence was a Category 1 Storm and produced tremendous amount of rainfall and flooding. Hurricane Michael, once thought to be a Category 4 Hurricane was upgraded to a Category 5, and the first storm on record to hit the Florida Panhandle with sustained winds over 157+ miles per hour.

CrowderGulf had 18 pre-event contracts activated across the State of North Carolina and a month later 11 contracts activated in Florida. Due to our diligence after Hurricane Harvey and Irma, our team was prepared for these 2 events. The CrowderGulf Team 'Rose to the Challenge' and provided each client with the necessary assets, both personnel and equipment to successfully meet all contractual obligations within the specified time to include safety, quality, cost and schedule. CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team, consisting of a Senior Project Manager, Multiple Project Managers and Field Supervisors. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida. **Where necessary, we doubled and in some cases tripled our equipment resources in our North Carolina contract activations** to re-assure our North Carolina clients that we would finish their projects strong and successfully. Due to the widespread flooding, it took several weeks for those waters to recede but our Team was fully mobilized and ready to begin removal operations when safe to do so. We responded to our Florida clients with full resources and had damage assessment personnel on the ground within two hours of the storms passing. Our President, Vice President, Director of Field Operations and Florida Regional Manager were all on the ground surveying damage and reaching out to clients. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.





## D. Qualifications

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## Tab D: Qualifications

**Key Personnel has been provided in Tab H – Certifications / Required Documents.**

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the Iowa Colony. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

### Project Management Team Members

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City.

Name	Position	Email	Phone	Years' Experience
Nick Pratt	Director of Operations	<a href="mailto:npratt@crowdergulf.com">npratt@crowdergulf.com</a>	(251) 402-5566	16
John Campbell	Regional Director - East	<a href="mailto:jcampbell@crowdergulf.com">jcampbell@crowdergulf.com</a>	(859) 963-8672	25+
Buddy Young	Regional Director - West	<a href="mailto:byoung@crowdergulf.com">byoung@crowdergulf.com</a>	(940) 597-4252	25+
Don Madio	Regional Manager - FL	<a href="mailto:dmadio@crowdergulf.com">dmadio@crowdergulf.com</a>	(813) 285-8749	21
Barrett Holmes	Regional Manager - Carolinas, VA, NJ	<a href="mailto:bholmes@crowdergulf.com">bholmes@crowdergulf.com</a>	(864) 569-6611	25+
Brian Smallwood	Regional Manager - AL, MS, LA	<a href="mailto:bsmallwood@crowdergulf.com">bsmallwood@crowdergulf.com</a>	(251) 581-5789	10
Clayton Young	Regional Manager - TX	<a href="mailto:cyoung@crowdergulf.com">cyoung@crowdergulf.com</a>	(940) 206-6996	9
Reid Loper	Vice President / Senior Project Manager	<a href="mailto:rloper@crowdergulf.com">rloper@crowdergulf.com</a>	(678) 477-3755	15
Wesley Naile	Contracts Manager	<a href="mailto:wnaile@crowdergulf.com">wnaile@crowdergulf.com</a>	(251) 533-5585	15
Margaret Wright	Documentation Director / PhD	<a href="mailto:mwright@crowdergulf.com">mwright@crowdergulf.com</a>	(251) 604-6346	23
Leigh Anne Ryals	Emergency Management & Quality Control Specialist	<a href="mailto:lryals@crowdergulf.com">lryals@crowdergulf.com</a>	(251) 751-8660	25
Jeff Zemlick	Safety Manager	<a href="mailto:jzemlick@crowdergulf.com">jzemlick@crowdergulf.com</a>	(251) 509-9422	12
Wilber Ledet	Senior Project Manager - Gulf Coast	<a href="mailto:wledet@crowdergulf.com">wledet@crowdergulf.com</a>	(228) 326-5915	12
Matt Lucas	Senior Project Manager - East Coast	<a href="mailto:mlucas@crowdergulf.com">mlucas@crowdergulf.com</a>	(609) 731-2858	25
Andrew Sprinkle	Project Manager - Gulf Coast	<a href="mailto:atsprinkle@crowdergulf.com">atsprinkle@crowdergulf.com</a>	(251) 423-1100	5
Freddie Willis	Project Manager - Gulf Coast	<a href="mailto:fwillis@crowdergulf.com">fwillis@crowdergulf.com</a>	(251) 455-5017	5
Howard Turner	Project Manager - East Coast	<a href="mailto:hturner@crowdergulf.com">hturner@crowdergulf.com</a>	(804) 814-6197	17
Isam Brisco	Project Manager - LA / TX	<a href="mailto:ibrisco@crowdergulf.com">ibrisco@crowdergulf.com</a>	(512) 373-0586	8
Joe Hayes	Project Manager - FL / Gulf Coast	<a href="mailto:jhayes@crowdergulf.com">jhayes@crowdergulf.com</a>	(561) 315-1360	5
Lew Najor	Project Manager - FL / Gulf Coast	<a href="mailto:lnajor@crowdergulf.com">lnajor@crowdergulf.com</a>	(850) 393-9985	26



## Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations since 2005. Additional information and resumes can be provided upon request.

Key Personnel Past Storm Experience	2005		2006		2008		2009		2010		2011		2012	2013	2014		2015	2016		2017		2018		2019	2020	2020							
	Hurricane Katrina	Hurricane Rita	Hurricane Wilma	Ice Storm	TS Ernesto	Hurricane Gustav	Hurricane Ike	Ice Storm	TS Ida	BP Oil Spill	Hurricane Earl	Hurricane Irene	Tornado	Hurricane Isaac	Hurricane Sandy	TS Debbie	Blizzard Nemo	Ice Storm Pax	Ice Storm Ulysses	Severe Storms & Flooding	Ice Storm	TX Severe Storms	LA Severe Storms	Hurricane Hermine	Hurricane Matthew	Hurricane Harvey	Hurricane Irma	Hurricane Florence	Hurricane Michael	Texas Tornado	Hurricane Laura / Delta	Hurricane Sally	
Ashley Ramsay-Naile, President	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Nick Pratt, Dir. of Operations	✓		✓	✓			✓			✓		✓		✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Reid Loper, Vice President										✓				✓	✓					✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Raymond “Buddy” Young, Regional Dir. **		✓	✓		✓		✓	✓		✓		✓	✓		✓		✓					✓		✓	✓	✓			✓	✓	✓	✓	
John Campbell, Regional Dir.			✓				✓					✓	✓	✓				✓		✓				✓		✓		✓					
Margaret Wright, Ph.D., Documentation Dir.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jeff Zemlik, Safety Manager										✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Leigh Anne Ryals, FEMA Specialist **	x					x	x		✓			✓	✓	✓	✓			✓				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Gary Jones, FEMA Specialist **															✓		✓	✓	✓	✓		✓	✓		✓	✓			✓			✓	
Wesley Naile, Contracts Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brian Smallwood, Regional Manager												✓	✓	✓	✓					✓		✓	✓	✓	✓	✓	✓	✓	✓			✓	
Barrett Holmes, Regional Manager **																		✓				✓	✓	✓	✓	✓	✓	✓				✓	
Don Madio, Regional Manager **						x	x	x	x		x	x		x	x	x	x	x	x					x	x	✓	✓		✓			✓	
Clayton Young, Regional Manager												✓															✓	✓		✓	✓		
Wilber Ledet, Project Manager							✓	✓		✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	
Howard Turner, Project Manager			x									x												✓		✓	✓	✓				✓	
Drew Sprinkle, Project Manager							✓			✓																✓	✓	✓	✓			✓	✓
Joe Hayes, Project Manager																									✓	✓		✓			✓		
Matt Lucas, Project Manager																								✓	✓			✓	✓		✓		
Isam Brisco, Project Manager **																												✓	✓	✓	✓		
Lew Najor, Project Manager **																													✓	✓	✓		
Amber Ramsay, Public & Com. Relations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓					✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Gina Walley, Accounts Receivable Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Jenny Todd, Subcontracts Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

\*\* These employees have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies



## E. References

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## Tab E: References

### References

- 1. Client:** Aransas County, TX **POP: 25,721**  
**Address:** 301 N. Live Oak Street, Rockport, TX 78382  
**Contact:** Valerie Gonzalez, Dir. Environmental Health Ofc: 361-790-0121 Cell: 956-330-6322  
[vgonzalez@aransascounty.org](mailto:vgonzalez@aransascounty.org)  
Rick McLester, Emergency Management Coordinator, 361-790-0100, [mclester@aransascounty.org](mailto:mclester@aransascounty.org)  
**2017 Hurricane Harvey (9/5/2017 – 06/05/2018)**
  - Removed & disposed of vegetation, C&D, C&D compacted, mulch, leaners/hangers (14,938 trees), white goods (6,039) and HHW (22,760 lbs)
  - Reduction by grinding (3 - sites)

<u>Contract Value:</u>	<u>CY Recovered &amp; Reduced:</u>
Harvey	\$33,521,254
	3,242,505
  
- 2. Client:** Calcasieu Parish, LA **Population: 202,445**  
**Address:** 1015 Pithon St, 4<sup>th</sup> Floor, Lake Charles, LA 70602  
**Contact:** Alan Wainwright, Public Works Operations Manager, 337-721-3700, [awainwright@calcasieuparish.gov](mailto:awainwright@calcasieuparish.gov)  
**Project Title:** **2020 Hurricane Laura (08/2020-Ongoing)**
  - Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners, Stumps, White Goods, Refrigerator Contents
  - Reduced by Grinding, Burning & Compacting
  - 12 Sites**2008 Hurricane Ike (9/2008-10/2008)**
  - Removed & Disposed: vegetation, C&D**2005 Hurricane Rita – Subcontractor for Ceres (USACE) (9/2005-8/2006)**
  - Removed & Disposed: vegetation, C&D, ash, mulch, white goods (44,432), e-goods (2,484), leaners (9,698) /hangers (26,741), stumps (5,333), small engines (110)
  - Reduced by burning & grinding (14 disposal sites)
  - Special Projects: Surveyed houses for asbestos demo & proper disposal of asbestos

<u>Contract Value:</u>	<u>CY Recovered &amp; Reduced:</u>
Laura	\$114,536,724+
Ike	\$78,350
Rita	\$81,506,090
	6,506,597+
	7,891
	9,463,080
  
- 3. Client:** Baldwin County, AL **Population: 212,628**  
**Address:** 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsedale, AL 36567  
**Contact:** Terri Graham, Solid Waste, 251-972-6878, [TGraham@baldwincountyal.gov](mailto:TGraham@baldwincountyal.gov)  
Joey Nunnally, Pre-Construction Manager, Public Works, 251-972-8557, [jnunnally@baldwincountyal.gov](mailto:jnunnally@baldwincountyal.gov)  
**Project Title:** **2020 Hurricane Sally (09/2020)**
  - Removed & Disposed: vegetation**2014 Severe Storms, Flooding & Tornadoes (5/2014)**
  - Removed & Disposed: vegetation**2010 BP Oil Spill (5/2010-7/2010)**
  - Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County**2005 Hurricane Katrina (9/2005-3/2006)**
  - Removed & Disposed: vegetation, C&D, concrete, reduced by grinding**2005 Hurricane Dennis (7/2005-8/2005)**
  - Removed & Disposed: vegetation, C&D, concrete, reduced by grinding**2004 Hurricane Ivan (9/2004-4/2005)**
  - Removed & Disposed: vegetation, concrete, stumps
  - Reduced by burning

<u>Contract Value:</u>	<u>CY Recovered &amp; Reduced:</u>
Sally	\$57,950,182+
Severe Storms	\$12,897
BP Oil	\$4,280,107
Katrina	\$3,748,310
Dennis	\$564,552
	5,256,829+
	1,066
	Lump Sum
	309,998
	44,563



**CrowderGulf**  
**RFP for Debris Management and Removal Services**  
**City of Iowa Colony, TX**

4. **Client:** Lee County, FL **POP: 739,224**  
**Address:** 10500 Buckingham Rd, Fort Myers, FL 33905  
**Contact:** Jason Fournier, Public Utilities Mgr Cell: 239-229-5733, Ofc: 239-533-8000 [jfournier@leegov.com](mailto:jfournier@leegov.com)  
Jim Bjostad, Public Safety Em. Manager, Cell: 239-476-2147, Ofc: 239-533-0617, [jbostad@leegov.com](mailto:jbostad@leegov.com)  
Old Contact - Mr. Lindsey Sampson, Solid Waste Director, 239-533-8000, [L.Sampson@leegov.com](mailto:L.Sampson@leegov.com)
- Project Title:** **2017 Hurricane Irma (9/19/2017 – 01/14/2018)**  
▪ Removed & Disposed: vegetation, C&D, Mulch, leaner/hangers (68,195 trees)  
▪ Reduce by grinding (13 sites)  
**2005 Hurricane Wilma (10/2005-12/2005)**  
▪ Removed & Disposed: vegetation, C&D, stumps (114)  
▪ Reduced by grinding  
▪ Special Projects: Debris Removal, Division of Natural Resources, (05/06-06/06) removed waterway debris  
**2004 Hurricane Jeanne (8/2004-12/2004)**  
**2004 Hurricane Charley**  
▪ Removed & Disposed: vegetation, C&D, stumps  
▪ Reduced by grinding & burning
- | <b>Contract Value:</b> |              | <b>CY Recovered &amp; Reduced:</b> |
|------------------------|--------------|------------------------------------|
| Irma                   | \$26,000,276 | 2,024,742                          |
| Wilma                  | \$7,995,412  | 451,948                            |
| Jeanne/Charley         | \$14,000,000 | 902,555                            |
5. **Client:** City of Panama City, FL **POP: 36,986 / Bay County**  
**Address:** 9 Harrison Ave, Panama City, FL 32402  
**Contact:** Shane Daugherty Solid Waste Superintendent, 850-872-3172 Ofc. 850-814-5396 cell, [sdaugherty@pcgov.org](mailto:sdaugherty@pcgov.org)
- Project Title:** **2018 Hurricane Michael (10/2018-09/15/2020)**  
▪ PUSH Operations  
▪ Removed & Disposed: vegetation, C&D, C&D Compaction, L&H, Stumps  
▪ Special Projects – Waterway, Drainage Ditches, Cemeteries, Parks  
▪ Provided satellite phones / Reduction by Grinding  
**2004 Hurricane Ivan (9/2004-10/2004)**  
▪ Removed & Disposed: vegetation, C&D, Stumps (12)  
▪ Reduced by burning  
▪ Provided generators  
**1995 Hurricane Opal**  
▪ Removed & Disposed: vegetation, C&D  
▪ Reduced by grinding
- | <b>Contract Value:</b> |              | <b>CY Recovered &amp; Reduced:</b> |
|------------------------|--------------|------------------------------------|
| Michael                | \$81,636,958 | 9,830,340+                         |
| Ivan                   | \$264,161    | 22,165                             |
| Opal                   | \$2,000,000  | 300,000                            |
6. **Client:** Metro Government Nashville & Davidson County, TN  
**Address:** 750 South 5th Street, Nashville, TN 37206  
**Contact:** Phillip Jones Operations Manager 615-862-8769 or 615-533-2377, [phillip.jones@nashville.gov](mailto:phillip.jones@nashville.gov)  
**Project Title:** **2020 Severe Storms – March Tornado (03/08/2020-05/30/2020)**  
▪ Removed & Disposed: vegetation
- | <b>Contract Value:</b> |             | <b>CY Recovered &amp; Reduced:</b> |
|------------------------|-------------|------------------------------------|
| Tornado                | \$5,549,854 | 430,629                            |





**CrowderGulf**  
RFP for Debris Management and Removal Services  
City of Iowa Colony, TX

7. Client: **City of Friendswood, TX** Population: 39,839 / Galveston Cty  
Address: 1600 Whitaker Dr, Friendswood, TX 77546  
Contact: **Brian Mansfield**, Dep. Director Emergency Mgmt, 281-996-3335 Cell: 832-875-2365,  
[bmansfield@friendswood.com](mailto:bmansfield@friendswood.com)

**Terry Byrd**, Emergency Management Coordinator, 281-996-3335, [tbyrd@ci.friendswood.tx.us](mailto:tbyrd@ci.friendswood.tx.us)  
Project Title: **2017 Hurricane Harvey** (9/6/2017 – 01/15/2018)  
▪ Removed & disposed of C&D, white goods (5,631), E-waste (2,350) and HHW (220,540 lbs)  
**2015 Tornado** (11/2015)  
▪ Removed & Disposed: vegetation, C&D  
▪ Monitored by Tetra Tech - ADMS  
**2008 Hurricane Ike** (9/2008-1/2009)  
▪ Removed & Disposed: vegetation, C&D  
▪ Provided: Generators

Contract Value:		CY Recovered & Reduced:
Harvey	\$4,096,828	135,952
Tornado	\$140,516	8,782
Ike	\$4,054,033	482,978

8. Client: **Bay County, FL** POP: 183,563  
Address: 11411 Landfill Rd, Panama City, FL 32413  
Contact: **Keith Bryant**, Dir. Of Public Works 850-248-8302 [kbryant@baycountyfl.gov](mailto:kbryant@baycountyfl.gov)  
**Don Murray**, Director General Services, 850-248-8732, [dmurray@baycountyfl.gov](mailto:dmurray@baycountyfl.gov)  
**Richard Hunt**, (now **Glen Ogborn**) Solid Waste Manager, 850-233-5047, [gogborn@baycountyfl.gov](mailto:gogborn@baycountyfl.gov)

Project Title: **2018 Hurricane Michael**  
▪ PUSH Operations  
▪ Removed & Disposed: vegetation, C&D, ROW to DMS, Site Management, C&D Compaction, L&H, Stump, White Goods, E-Waste, HHW  
▪ Waterway Removal – Canals and Drainage ways  
▪ Reduced by grinding

**2005 Hurricane Dennis** (7/2005-8/2005)  
▪ Removed & Disposed: vegetation, C&D  
▪ Reduced by grinding

**1995 Hurricane Opal**  
▪ Removed & Disposed: vegetation, C&D

Contract Value:		CY Recovered & Reduced:
Michael	\$40,543,677	3,234,454
Michael-W	\$ 8,672,394	556,319
Michael -C	\$1,527,678	27,278
Dennis	\$166,784	9,175
Opal	\$1,300,000	

9. Client: **Polk County, FL** POP: 686,483  
Address: 1890 Jim Keene Blvd, Winter Haven, FL 33880 and 3000 Sheffield Road, Winter Haven, FL 33880  
Contact: **Jay Jarvis**, Drainage Director, [jayjarvis@polk-county.net](mailto:jayjarvis@polk-county.net), 300 Sheffield Rd, Winter Haven 33880, (863)535-2200  
**Michael Teate**, Roads & Drainage Area Manager, 863-535-2200 ofc, 863-581-0541 cell, [michaelteate@polk-county.net](mailto:michaelteate@polk-county.net)

Project Title: **2017 Hurricane Irma** (9/15/2017-04/05/2018)  
▪ Removed & disposed of vegetation, mulch, leaners/hangers (16,344 trees), reduction by grinding (11 sites)

**2012 Tornado** (6/2012-7/2012)  
▪ Removed & Disposed: vegetation

**2004 Hurricane Charley** (8/2004-3/2005)  
▪ Removed & Disposed: vegetation, C&D, stumps (1,797), reduced by grinding (8 Sites)

Contract Value:		CY Recovered & Reduced:
Irma	\$24,917,254	2,604,083
Tornado	\$18,062	244 Tons
Charley	\$23,420,373	2,087,584 CY





**CrowderGulf**  
**RFP for Debris Management and Removal Services**  
**City of Iowa Colony, TX**

10. Client: **Town of Hilton Head Island, SC** Population: 40,055 / Beaufort County  
Address: One Town Center Court Hilton Head Island, SC 29928  
Contact: Jennifer Lyle, Assistant Town Engineer, 843-384-2629, [jenniferL@hiltonheadislandsc.gov](mailto:jenniferL@hiltonheadislandsc.gov)  
Project Title: **2019 Hurricane Dorian (9/16/2019-10/18/2019)**

- Emergency Push
- 2016 Hurricane Matthew (10/2016-04/2017)**
  - Emergency PUSH
  - Removed & Disposed: ROW, SCDOT Roads, Private Roads, Public Use Areas
  - Removed & Disposed vegetation, C&D, leaners & hangers, mulch
  - Reduced at 2 sites by grinding

Contract Value:		CY Recovered & Reduced:
Dorian	\$ 22,280	Hourly
Matthew	\$37,124,940	3,012,487 CY

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## Previous Project Write Ups

### 2020 Hurricane Laura – City of Westlake, LA

---

Time Period: 09/03/20 – 03/13/21

Volume Removed: 315,301 Cubic Yards

Amount Invoiced: \$5,715,701

Funding Source: FEMA

Number of DMS Managed: 1

CrowderGulf Key Personnel:

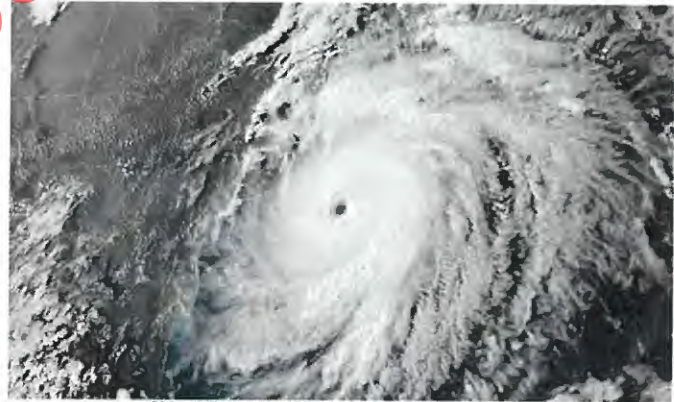
Brian Smallwood- Gulf Coast RM  
Clayton Young- Texas RM/PM

City of Westlake Contact Information:

Bob Hardy, Mayor  
1001 Mulberry St  
Westlake, LA 70669  
337-433-0691/ cell: 337-532-2757  
[mayor@cityofwestlake.com](mailto:mayor@cityofwestlake.com)



On August 27, 2020 Hurricane Laura made a devastating landfall near Cameron, Louisiana at 1 a.m. as an incredibly powerful Category 4 with 150mph winds. This was the areas first Cat 4 storm to make landfall on record and was responsible for 6 deaths across its path of destruction in Louisiana. The City of Westlake, LA took a crushing impact, with widespread destruction from Laura's devastating winds. Trees were mangled, roofs were ripped off, buildings were destroyed, power poles and their lines were snapped and twisted through the streets. An industrial plant that makes chlorine-based products nearby was on fire, the hazardous smoke throughout the area was heavy and dangerous to breath. Those unlucky enough not to have gotten out were left to grapple with the reality of what had happened.



26 Aug 2020 23:01Z NOAA/NESDIS/STAR GOES-East ABI GEOCOLOR



On the ground hours after the storm made landfall, CrowderGulf's team was quick to action beginning initial PUSH operations to get the streets clear of debris for emergency personnel and residents. Once the PUSH was complete, focus was then turned toward debris recovery and disposal. On September 3, 2020 Right of Way (ROW) pickup began with a crew of self-loading grapple trucks. One debris management site (DMS) was setup nearby to help expedite debris recovery and ensure it was cleared in the fastest way possible. In addition to the grapple trucks, bucket truck crews were deployed to remove hazardous trees and limbs along with a team to locate and remove white goods and electronic waste streams. At the DMS massive tub grinders, large capacity haul out trucks and site management equipment were brought in to reduce, consolidate and haul the resulting waste to final disposal at area landfills.

After several months of working closely with Mayor Bob Hardy and his city staff, CrowderGulf's dedicated management team saw a City torn apart by nature's unrelenting force begin to come back to life and rebuild from what was one of the worst natural disasters it had ever seen. A total of 314,301 cubic yards of storm debris was collected from the city ROW. To break down the numbers based on waste streams, we saw 109,823 Yds of C&D and another 205,022 Yds of vegetative debris, along with hundreds of hazardous trees and limbs, white goods and electronic waste collected and disposed of from the streets of Westlake. It will take many years for the city and its residents to fully recover from such great damage, but with the efforts and dedication from groups like CrowderGulf and countless others that came to the City's aid they will have a much better base to begin the long road back to normal.

## **2017 Hurricane Harvey - Friendswood, Texas**

### **Time Period:**

### **Volume Removed:**

9/06/2017 – 12/15/2017  
(100 Days Completion)  
135,942 Cubic Yards



City of  
Friendswood  
Texas

### **Amount Invoiced:**

\$3,387,872

**Location:** Friendswood, TX

**Funding Source:** FEMA

### **Friendswood Contact Information:**

Terry Byrd - Emergency Management Director &  
Fire Marshal - (281) 996-3332 [tbyrd@ci.friendswood.tx.us](mailto:tbyrd@ci.friendswood.tx.us)

Brian Mansfield - Deputy Director Emergency Management  
(281) 996-3335 [bmansfield@ci.friendswood.tx.us](mailto:bmansfield@ci.friendswood.tx.us)

### **CrowderGulf Key Personnel:**

Buddy Young - Regional Director  
Brian Smallwood - Regional Manager  
Clayton Young - Sr. Project Manager  
Isam Brisco - Project Manager

Hurricane Harvey made landfall in San Jose, TX on August 25, 2018. Unlike most hurricanes, Hurricane Harvey did not move quickly and it stalled over Southeast Texas for quite some time. The typical damages caused by strong hurricane force winds were swiftly surmounted by the damages caused by the unprecedented and overwhelming rain amounts that fell on Southeast Texas inclusive of the City of Friendswood. Over the next three days, the Lone Star state experienced a torrential downpour, some areas even experienced over 60" of rainfall in just a few days making Hurricane Harvey easily one of the wettest storms ever recorded in the continental United States.

Having worked in Friendswood on numerous occasions prior to Hurricane Harvey, CrowderGulf was familiar with the City and the knowledgeable personnel who worked there. The City of Friendswood contacted CrowderGulf on August 29th to set up a coordination meeting. CrowderGulf met with the City staff the same day to discuss a notice to proceed, mobilization and the start date. Brian Smallwood, Texas Regional Manager for CrowderGulf, along with Terry Byrd, Friendswood Emergency Management Coordinator & Fire Marshall and Brian Mansfield, Deputy Director of Emergency Management established a goal to start operations on September 6th to remove and dispose of debris from the estimated 3,000 homes that were flooded. The City requested all operations be complete within 180 days.

CrowderGulf quickly mobilized the necessary resources and started on September 6th as requested by the City. All disaster debris management operations were monitored by TetraTech. The debris was directly hauled to the Dixie Farm Road Landfill. Overall, CrowderGulf removed and disposed of over 135,000 cubic yards of debris from the 21.7 square miles of land that's occupied by the 35,000 residents of Friendswood, TX.

In addition to the right of way debris, CrowderGulf removed the following:

White Goods	5,811 Units
Electronic Waste Units	2,545 Units
Household Hazardous Waste	235,920 Pounds



## 2017 Hurricane Harvey - Aransas County, TX

**Time Period:**  
9/2017 – 06/05/2018

**Volume Removed:**  
3,242,505 Cubic Yards  
**Amount Invoiced:**  
\$33,521,254



**Location:** Aransas County, Texas including the City of Rockport, Texas

**Aransas County Contact Information:**

Valerie Gonzalez, Environmental Health Director  
301 North Live Oak Street

Rockport, TX 78382

P: (361) 790-0121  
[vgonzalez@aransascounty.org](mailto:vgonzalez@aransascounty.org)

**CrowderGulf Management Team:**

Brian Smallwood, Operations Manager  
Wilber Ledet, Senior Project Manager

Nick Pratt, Senior Project Manager

Ronnie Duhon, Project Manager  
Mark Powell, Project Manager  
Sammy Fitkin, Project Manager

On August 25, 2017, Hurricane Harvey made landfall in Rockport, Texas as a Category 4 Hurricane. Hurricane Harvey was the first major hurricane to make landfall in the United States since Hurricane Wilma in 2005. During the next 4 days, the Southeast Texas Region received over 40 inches of rain. Immediate search and rescue efforts were required inclusive of waterway rescues.

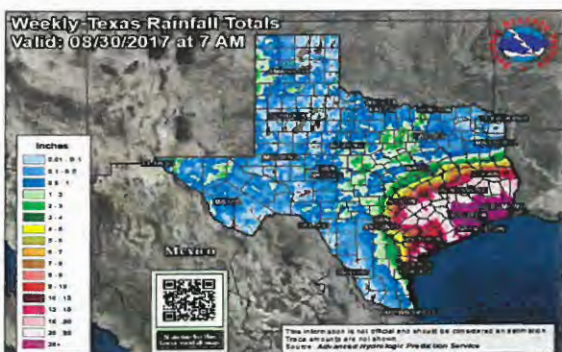
CrowderGulf held a pre-event contract with Aransas County which also included the City of Rockport where the Category 4 Hurricane made landfall. CrowderGulf mobilized immediately to begin planning the monumental disaster recovery and debris removal effort.

Over the next several days, CrowderGulf established 5 Debris Management Sites (DMS) to hold the massive amount of debris that was left behind by the storm. Both, Construction and Demolition (C&D) debris and vegetative debris covered the majority of the County. Overall, CrowderGulf loaded, hauled and reduced over **3,000,000 Cubic Yards** of C&D and vegetative debris.

Due to the huge volume of debris, CrowderGulf hauled the reduced debris to 3 different landfills, some more than 50 miles away. The Construction and Demolition debris was reduced by compaction and the vegetative was reduced by grinding.

As depicted below from Weather.Gov ([http://www.weather.gov/crp/hurricane\\_harvey](http://www.weather.gov/crp/hurricane_harvey)), the wind and rainfall associated with Hurricane Harvey were historical for the State of Texas. The rain and wind took it's toll on the trees throughout the County, soaking them and blowing down many trees and causing irreparable damage. CrowderGulf cut down approximately 15,000 hazardous hanging limbs generated by the Category 4 Hurricane winds.

In addition to the construction and demolition and vegetative debris, CrowderGulf loaded, hauled and disposed of over 6,000 white goods (refrigerators, washers, dryers, etc.) and over 22,000 lbs of household hazardous waste.





## 2018 Hurricane Michael – CAT 5 - Panama City, FL

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**Time Period:**

10/13/2018-07/20/2020

**Amount Invoiced To Date:** \$ 81,651,244

**Funding Source:** FEMA      **Number of DMS Managed:** 5

**Volume Removed:** 5,830,315

**Client Contact Information:**

**Shane Daugherty** Environmental Services Manager;  
731 Messalina Dr, Panama City, FL 32401  
850-872-3172  
[sdaugherty@pcgov.org](mailto:sdaugherty@pcgov.org)



**CrowderGulf Key Personnel:**

Don Madio - Regional Manager  
Nick Pratt – Director of Operations  
Matt Lucas- Senior Project Manager

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On October 10, 2018 Hurricane Michael made landfall just a few miles away from Panama City as a **Category 5** Hurricane, the strongest storm to ever impact the region.

**Initial Challenges:**

**A Historic "PUSH"**

The unprecedented magnitude of Hurricane Michael affected the entire region, but the City of Panama City was certainly one of the most devastated. All roads within the city had to be cleared of debris following the storm to allow first responders to access residents who were trapped in their homes. CrowderGulf "PUSH" crews were on the ground clearing streets within 12 hours of the storm passing. CrowderGulf had to scale up its normal push operations to accommodate for such a tremendous task, and our dedicated Team of managers proved invaluable in mobilizing over 3,000 personnel and pieces of equipment to clear roads. All of this was accomplished without the aid of many modern technologies such as cell phones and high speed internet, due to the fact that nearly all wireless communication towers were down for over 2 weeks. With the dedication and hard work of our Team as well as the City of Panama City, all roads were cleared by October 20, 2018.

**A "City within a City"**

The devastation of Hurricane Michael spread far beyond Panama City, making the task of finding living arrangements for personnel a major issue. Power was out in most areas for over 2 weeks following the storm, and traffic lights were out for even longer. In order to increase efficiency, CrowderGulf coordinated with local contacts to secure a 7 acre parcel and began constructing an "off the grid" living space for over 80 personnel and storage for a vast amount of equipment. CrowderGulf moved in generators to power the entire site until local power was restored. The area housed a complete mobile repair shop capable of handling any repair needed to vital equipment, restrooms, a kitchen, and mobile office trailers for data management.





**Debris Management**

On October 15, Right of Way (ROW) pickup began with our team of self-loading grapple trucks. CrowderGulf permitted and constructed 5 Debris Management sites within the City to allow for our crews to remove debris from the right of ways as quickly as possible. 2 citizen drop off sites were also opened. To date, over **5,754,852 cubic yards** of debris has been removed from the right of ways. Over 8,000 hazardous trees also had to be cut and removed. Panama City has over 58 miles of storm water drainage and creeks, all of which became inaccessible and blocked due to Hurricane Michael. In order to mitigate the risk of flooding and restore access, CrowderGulf used innovative techniques and equipment to remove nearly 200,000 cubic yards of debris from these vital drainages.



Copy

➤ **Dickinson, TX - Dickinson Bayou Debris Removal  
Hurricane Harvey**

**Client**

Dickinson, TX

**Prime Contractor**

CrowderGulf, LLC

**Project Scope and Objectives**

As a result of Hurricane Harvey, CrowderGulf's pre-event contract was activated by Dickinson, TX to performed debris removal within Dickinson Bayou. The funding source was NRCS, with a goal to removal debris and help reduce the potential flooding hazard. The project covered a total of 8 miles with Dickinson Bayou and removed 9,500 cubic yards of debris. Managed over 51,000 cubic yards of marine debris. The use of custom built shallow draft debris barges were used to accomplish this task.

**Location**

Dickinson Bayou

**Time Frame**

January 2019 - February 2019

**Funding Source**

NRCS

**Contract Number**

1813

**Cost**

\$1,561,293.00

**Project Status**

Complete

**Key Personnel**

Wilber Ledet - Assistant Director of Operations

Clayton Young - Project Manager

**Client Reference**

Stephanie Russell

Assistant City Administrator/CFO, CGFO

City of Dickinson

281-337-8839

[srussell@ci.dickinson.tx.us](mailto:srussell@ci.dickinson.tx.us)





## **CrowderGulf Services Available to the City of Iowa Colony**

CrowderGulf has a plan tailored to meet the needs and specific requirements of the City of Iowa Colony. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

### **Pre Planning & Training**

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

### **Damage Assessment via Helicopter Flyover**

After a storm has impacted a large area, CrowderGulf often implements the use of a **helicopter flyover** to assess the damage with local officials. This allows our team to prioritize which areas may need assistance sooner than others based on severity of damage, as well as see progress once work has started. **Recently, CrowderGulf used a helicopter to do weekly assessments after Hurricane Michael devastated the Florida panhandle**



### **Emergency Road Clearance "PUSH"**

CrowderGulf provides push services by making certain that roadways designated by the City are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.



### **ROW & ROE Debris Removal**

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the City's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the City daily along with requested daily and weekly reports.

### **Development and Operation of DMS**

CrowderGulf constructs DMS to handle the volume of debris generated in the City by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.



### **Final Debris Disposal**

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the City's request.

### **Stump Removal**

All stump removal will be conducted following all FEMA 325 regulations. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

### **Tree Trimming & Removal (Leaners and Hangers)**

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the City and a FEMA representative.



### **Demolition**

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.



### **Derelict Vehicle Removal & Abandoned Vehicle Removal**

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.



### **Removal & Disposal of White Goods & E-Goods**

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

### **Waterway Debris Removal & Shoreline Restoration**

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor. CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.



### **Sonar Scanning**

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

### **Technical Disaster Recovery Assistance**

CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.

### **Other services CrowderGulf is experienced in are, but not limited to:**

- |  |                                     |
|--|-------------------------------------|
| Household Hazardous Waste (HHW)            |                                     |
| Temporary Ice, Water and Other Consumables |                                     |
| Levee Construction                         | Hazardous Materials Handling        |
| Land Clearing and Site Preparation         | Historic Property Preservation      |
| Road and Utility Work                      | Temporary Power Services/Generators |
| Marine Salvage                             | Dredging                            |
| Marine Construction                        | Pile Driving                        |
| Bulkhead and Pier Replacement              | Bio-Mass Recycling                  |
| Portable Housing                           | Wetlands Restoration                |
| Cellular Tower Construction                |                                     |





## Drone Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. CrowderGulf has utilized **3D Robotics Solo Smart Drones** and **DJI Phantom Series Drones** during previous activations. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. *Pricing for the CG Drone Operations can be provided upon request.*



## Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective decimation of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support





## F. Pricing

Copy



**Schedule 1 - Unit Rate Schedule**

ROW Debris				
Item #	Description	Haul Distance	Unit of Measure	Unit Price
1	Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to DMS. **NOTE 1**	0-10 Miles	PER CY	\$9.00
		10.1 - 20 Miles	PER CY	\$9.25
		20.1 - 30 Miles	PER CY	\$9.50
2	Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to an approved designated disposal facility. **NOTE 1**	0-10 Miles	PER CY	\$13.00
		10.1 - 20 Miles	PER CY	\$14.00
		20.1 - 30 Miles	PER CY	\$15.00
3	Eligible ROW C&D Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a DMS. **NOTE 1**	0-10 Miles	PER CY	\$9.00
		10.1 - 20 Miles	PER CY	\$9.25
		20.1 - 30 Miles	PER CY	\$9.50
4	Eligible ROW C&D Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a designated disposal facility. **NOTE 1**	0-10 Miles	PER CY	\$13.95
		10.1 - 20 Miles	PER CY	\$14.95
		20.1 - 30 Miles	PER CY	\$15.95
DMS Management and Reduction				
5	DMS Management and Operations	N/A	PER CY	\$1.40
6	Reduction Through Grinding - Work consists of the management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through grinding.	N/A	PER CY	\$3.25
7	Reduction Through Air Curtain Incineration - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through air curtain incineration.	N/A	PER CY	\$2.25
8	Reduction Through Controlled Open Burning - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through controlled open burning.	N/A	PER CY	\$2.00
9	C&D Reduction by compaction.	N/A	PER CY	\$3.25

10	Remediation of DMS Site	N/A	LS	At Cost
		0-10 Miles	PER CY	\$4.15
11	Haul-Out of Reduced Debris to a Designated Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a final disposal facility. **NOTE 2**	10.1 - 20 Miles	PER CY	\$4.85
		20.1 - 30 Miles	PER CY	\$5.90

#### Tree Work

12	Removal of Eligible Hazardous Trees - Work consists of removing hazardous trees.			
12a	6 inch - 12.99 inch diameter	N/A	PER TREE	\$90.00
12b	12 inch - 23.99 inch diameter	N/A	PER TREE	\$190.00
12c	24 inch to 35.99 inch diameter	N/A	PER TREE	\$290.00
12d	36 inch to 47.99 inch diameter	N/A	PER TREE	\$390.00
12e	48 inch or larger diameter	N/A	PER TREE	\$490.00
13	Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees - unit price per tree.	N/A	PER TREE	\$95.00
14	Removal of Hazardous Stumps - Work consists of the removing hazardous stumps, backfill, transport to final disposal.			
14a	24 inch to 36.99 inch diameter	N/A	PER STUMP	\$200.00
14b	37 inch to 48.99 inch diameter	N/A	PER STUMP	\$300.00
14c	49 inch and larger diameter	N/A	PER STUMP	\$400.00

#### Demolition

15	Eligible Demolition, Removal and Transport of Non-RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property. Resulting Debris to be hauled at ROW rates.	N/A	PER SF	\$6.95
16	Eligible Demolition, Removal and Transport of RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property. Resulting debris to be hauled at ROW rates. (Wet Method Demo - Assuming Abatement by others).	N/A	PER SF	\$8.95

#### Waterway and Beach Debris

		0 - 5 Miles	PER CY	\$68.00
17	Eligible Water Based Vegetative Debris Removal - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, staging, loading / transportation of water based debris to a Final Disposal Facility.	5.1 - 10 Miles	PER CY	\$70.00
		10.1 - 20 Miles	PER CY	\$72.00
		20.1 - 30 Miles	PER CY	\$75.00
		0 - 5 Miles	PER CY	\$68.00

18	Eligible Water Based C&D Debris Removal - Work consists of all labor, equipment, fuel, and miscellaneous costs for removal, staging, loading / transportation of water based debris to a Final Disposal Facility.	5.1 - 10 Miles	PER CY	\$70.00
		10.1 - 20 Miles	PER CY	\$72.00
		20.1 - 30 Miles	PER CY	\$75.00
		0 - 5 Miles	PER CY	\$12.00
19	Eligible Beach Debris Removal - Work consists of the removal and staging debris at Client Provide access points and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility	5.1 - 10 Miles	PER CY	\$13.00
		10.1 - 20 Miles	PER CY	\$14.00
		20.1 - 30 Miles	PER CY	\$15.00

#### Silt and Sand Removal

20	Eligible Sand and Silt Removal from Detention / Retention Structures - Work consists of the removal and hauling to an approved final disposal facility of eligible sand, silt and debris from detention / retention structures.	0 - 5 Miles	PER CY	\$22.00
		5.1 - 10 Miles	PER CY	\$23.00
		10.1 - 20 Miles	PER CY	\$24.00
		20.1 - 30 Miles	PER CY	\$25.00
21	Eligible Sand Removal - Work consists of the removal of eligible sand removal from ROW or public property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area.	0 - 5 Miles	PER CY	\$10.00
		5.1 - 10 Miles	PER CY	\$11.00
		10.1 - 20 Miles	PER CY	\$12.00
		20.1 - 30 Miles	PER CY	\$13.00
22	Eligible Private Property Sand Removal - Work consists of the removal of eligible sand removal from private property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area.	0 - 5 Miles	PER CY	\$10.00
		5.1 - 10 Miles	PER CY	\$11.00
		10.1 - 20 Miles	PER CY	\$12.00
		20.1 - 30 Miles	PER CY	\$13.00

#### Specialty Debris

23	Eligible Household Hazardous Waste Removal - Work consists of the removal and transportation of eligible household hazardous waste (HHW).	N/A	PER POUND	\$9.95
24	Eligible Passenger Vehicle Removal from ROW and hauled to Client provided site (2 Axel Vehicle)	N/A	PER UNIT	\$100.00
25	Eligible Small Motorized Equipment Removal - Work consists of collection, oil and fuel recovery and hauling to an approved final disposal facility.	N/A	PER UNIT	\$50.00
26	Eligible White Goods Removal and Recycling - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and hauling to an approved final disposal facility.	N/A	PER UNIT	\$55.00
27	Refrigerant recovery and decontamination.	N/A	PER UNIT	\$45.00
28	Eligible Electronic Waste (E-Waste) - Work consists of the removal, transpiration to approved Disposal/Recycling Facility	N/A	PER UNIT	\$40.00

29	Eligible Dead Animal Carcasses - Work consists of the recovery and hauling to an approved final disposal facility.	N/A	PER POUND	\$1.50
	1. For all miles hauled over 30, please add \$0.18 / cy / mile.			

NOTES:

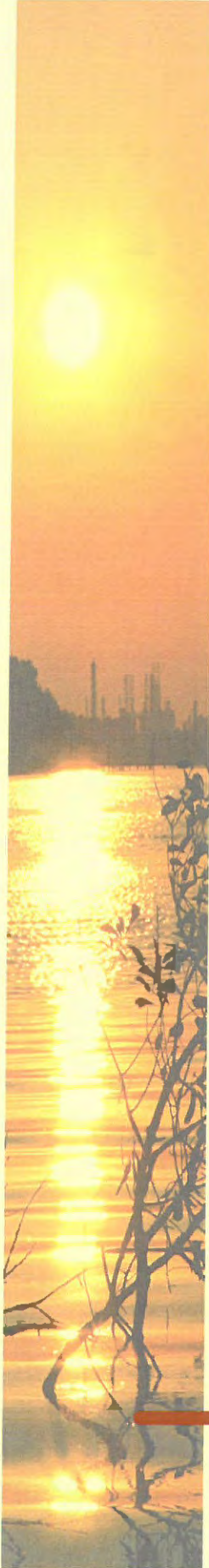
2. For all miles hauled over 30 miles, please add \$ 0.18 / cy / mile.
3. For all tree work, all resulting debris will be hauled under ROW rates.
4. Tipping / Disposal fees on all line items will be a pass through cost.
5. Leasing of DMS Property to be a pass through cost.

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## **G. Conflict of Interest**

Copy



**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

Non-Applicable

Signature of vendor doing business with the governmental entity

06/01/2021

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
CrowderGulf, LLC  
Mobile, AL United States

Certificate Number:  
2020-586376

Date Filed:  
02/10/2020

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
RFP for Disaster Debris Removal & Disposal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramsay-Naile, Ashley	Mobile, AL United States	X	
Ramsay, Lyman M.	Theodore, AL United States	X	

**SAMPLE**

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Ashley Ramsay-Naile and my date of birth is 08-29-66

My address is 5629 Commerce Blvd. East Mobile AL 36619 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Mobile County, State of Alabama, on the 10 day of Feb, 2020  
(month) (year)

Ashley Ramsay-Naile  
Signature of authorized agent of contracting business entity  
(Declarant)

## **H. Certifications and Required Documents**

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**BIDDER CERTIFICATION ACKNOWLEDGEMENT**

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: CrowderGulf, LLC.

REPRESENTATIVE'S NAME: Ashley Ramsay-Naile

REPRESENTATIVE'S TITLE: President

MAILING ADDRESS: 5629 Commerce Blvd E

CITY, STATE, ZIP: Mobile, AL 36619

PHONE & FAX NUMBERS: 800-992-6207 / 251-459-7433 - Fax

E-MAIL ADDRESS: jramsay@crowdergulf.com

AUTHORIZED SIGNATURE: Ashley Ramsay-Naile

DATE: 06/02/21



### **CONTRACTOR'S CAPACITY TO PERFORM**

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

**1. Availability to perform:**

CrowderGulf has provided a sample debris management plan for Iowa Colony. Our Past Performance in the State of Texas and across the US for the past 50 years, proves us to be on of the premier debris management companies in the Country.

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(Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

**2. Equipment and operational items:**

CrowderGulf has an extensive list of Company Owned Equipment. Along with our personal assets, CrowderGulf's has developed a Nationwide Database of Approved & Trusted Subcontractors and Vendors. It is company policy to utilize qualified local subcontractors to maximize extent possible in compliance with 44 CFR 206.10. During the course of our 50 years,, CrowderGulf has pre-positioned manpower and equipment to provide immediate response to our Clients. We have attached our Past Performance Chart for additional information on past projects.

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(Identify by quantity and type any equipment/assets allocated to contract performance)

**3. Personnel:**

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City. Our Disaster Response Program and Project Management Organization reflects CrowderGulf's ability to effectively and efficiently manage multiple disaster response projects, notwithstanding the diversity of the requirements for each project. This is accomplished concurrently with the operations and capabilities of the CrowderGulf family of companies and the 300 employees dedicated to meeting the disaster needs of our clients. CrowderGulf's extensive experience and personnel resources in disaster management enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements.

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(Identify by quantity and category any personnel assigned to contract performance)

**4. Other Resources:**

In past activations, CrowderGulf has called upon Reservist personnel if the disaster / activation dicated additional assets / resources. We have provided our Key Personnel, Additional Personnel and our Subcontracting Plan, complete with available subcontractors local to Iowa Colony and our Prime Subcontractors to illustrate our capabilities to respond to any event in the City.

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(Identify any other resources to be allocated to complete contract performance)



## Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the Iowa Colony. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

## Project Management Team Member Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City.

Name	Position	Email	Phone	Years' Experience
Nick Pratt	Director of Operations	<a href="mailto:npratt@crowdergulf.com">npratt@crowdergulf.com</a>	(251) 402-5566	16
John Campbell	Regional Director - East	<a href="mailto:icampbell@crowdergulf.com">icampbell@crowdergulf.com</a>	(859) 963-8672	25+
Buddy Young	Regional Director - West	<a href="mailto:byoung@crowdergulf.com">byoung@crowdergulf.com</a>	(940) 597-4252	25+
Don Madio	Regional Manager - FL	<a href="mailto:dmadio@crowdergulf.com">dmadio@crowdergulf.com</a>	(813) 285-8749	21
Barrett Holmes	Regional Manager - Carolinas, VA, NJ	<a href="mailto:bholmes@crowdergulf.com">bholmes@crowdergulf.com</a>	(864) 569-6611	25+
Brian Smallwood	Regional Manager - AL, MS, LA	<a href="mailto:bsmallwood@crowdergulf.com">bsmallwood@crowdergulf.com</a>	(251) 581-5789	10
Clayton Young	Regional Manager - TX	<a href="mailto:cyoung@crowdergulf.com">cyoung@crowdergulf.com</a>	(940) 206-6996	9
Reid Loper	Vice President / Senior Project Manager	<a href="mailto:rloper@crowdergulf.com">rloper@crowdergulf.com</a>	(678) 477-3755	15
Wesley Naile	Contracts Manager	<a href="mailto:wnaile@crowdergulf.com">wnaile@crowdergulf.com</a>	(251) 533-5585	15
Margaret Wright	Documentation Director / PhD	<a href="mailto:mwright@crowdergulf.com">mwright@crowdergulf.com</a>	(251) 604-6346	23
Leigh Anne Ryals	Emergency Management & Quality Control Specialist	<a href="mailto:lryals@crowdergulf.com">lryals@crowdergulf.com</a>	(251) 751-8660	25
Jeff Zemlick	Safety Manager	<a href="mailto:jzemlick@crowdergulf.com">jzemlick@crowdergulf.com</a>	(251) 509-9422	12
Wilber Ledet	Senior Project Manager - Gulf Coast	<a href="mailto:wledet@crowdergulf.com">wledet@crowdergulf.com</a>	(228) 326-5915	12
Matt Lucas	Senior Project Manager - East Coast	<a href="mailto:mlucas@crowdergulf.com">mlucas@crowdergulf.com</a>	(609) 731-2858	25
Andrew Sprinkle	Project Manager - Gulf Coast	<a href="mailto:atsprinkle@crowdergulf.com">atsprinkle@crowdergulf.com</a>	(251) 423-1100	5
Freddie Willis	Project Manager - Gulf Coast	<a href="mailto:fwillis@crowdergulf.com">fwillis@crowdergulf.com</a>	(251) 455-5017	5
Howard Turner	Project Manager - East Coast	<a href="mailto:hturner@crowdergulf.com">hturner@crowdergulf.com</a>	(804) 814-6197	17
Isam Brisco	Project Manager - LA / TX	<a href="mailto:ibrisco@crowdergulf.com">ibrisco@crowdergulf.com</a>	(512) 373-0586	8
Joe Hayes	Project Manager - FL / Gulf Coast	<a href="mailto:jhayes@crowdergulf.com">jhayes@crowdergulf.com</a>	(561) 315-1360	5
Lew Najor	Project Manager - FL / Gulf Coast	<a href="mailto:lnajor@crowdergulf.com">lnajor@crowdergulf.com</a>	(850) 393-9985	26





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**Nick Pratt – Director of Field Operations**

Mr. Pratt serves as CrowderGulf's Director of Field Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katrina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation.



Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. Nick has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. In 2017, Nick worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. **These two storms combined to require services from 683 Total Subcontractors throughout 2 States.** In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Managers to remove approximately **250,000 Cubic Yards** of waterway debris.

In 2018, Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had **20 contract activations** and in the Florida Panhandle for **11 additional contract activations** following the devastating Category V, Hurricane Michael. Currently, Mr. Pratt worked to secure necessary subcontractors, field personnel and equipment to approximately **11 Clients** after Hurricanes Laura and Delta struck Louisiana and Hurricane Sally severely damaged the Alabama Coast. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction. (NIMS Trained)

**Clayton Young – Regional Manager – Texas Resident**

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011. Mr. Young was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016.



In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019, Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS)

Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

#### **Wilber Ledet – Senior Project Manager**

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012,



Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi after Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris. In 2018, Mr. Ledet's served as Senior Project Manager overseeing North Carolina Contracts following Hurricane Florence.

#### **■ Corporate Management Team / Top Level Management Personnel**

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.





**Ashley Ramsay-Naile – President**

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. Having served in both field and documentation management positions, Mrs. Ramsay-Naile is very knowledgeable in all aspects of the debris recovery business and a national leader in the field. **Due to Ashley's integrity and excellent leadership skills, CrowderGulf has continued to cultivate one of the most dedicated and capable teams in the disaster debris recovery business.** Mrs. Ramsay-Naile is involved with all aspects of decision making for CrowderGulf and is an authorized contract signer for the Company.



**Reid Loper – Vice President**

Mr. Loper graduated from Auburn University with a bachelor's degree in Aerospace Engineering while he worked as a research and design student. Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) after the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing simultaneous projects is one of Mr. Loper's strong points and the BP project consisted of managing eight forward operating bases throughout the Alabama area of responsibility. In 2012, he took on the task to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. Since 2012, he has been directly involved in overall company operations for all debris missions in which CrowderGulf has responded. During this time period, managing the removal and disposal of over **50 million cubic yards of debris**. In 2017, Reid was promoted to Vice President of CrowderGulf. As Vice President, he played an integral role after the unprecedented 2017 Storm Season. This involved the management of 93 simultaneous contract activations and over 150 project managers. In 2018, the Florida panhandle was devastated by Hurricane Michael, the first Category 5 hurricane to make landfall since 1992. Reid oversaw Hurricane Michael's debris missions, which resulted in the removal and disposal of **over 14 Million Cubic Yards of debris**. Mr. Loper also oversees CrowderGulf's Special Projects Division, which includes our waterway debris removal operations, including projects from New Jersey, Florida, Alabama, and Texas; making him nationally renowned as one of the leading experts for water borne debris removal.



Mr. Loper bids and oversees various types of construction projects under this division. **Currently, Reid is managing the debris missions for Hurricanes Delta and Laura in Louisiana and Sally in Alabama and Florida.** Mr. Loper is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Loper has a current OSHA 30 and Hazwoper 40 certification, is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana.

**Margaret R. Wright, Ph.D. – Senior Documentation Director**

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine







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caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over 180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey. (NIMS Trained)

**Raymond "Buddy" Young – Regional Director – Texas Resident**

Mr. Young was Regional Director of FEMA Region VI from 1993 – 2001 and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)



**Gary Jones – FEMA Specialist and Technical Assistance Manager – Texas Resident**

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as Deputy Regional Director of FEMA Region VI for 17 years. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)



▪ **Disaster Administration Office Team**

**Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist**

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events prior to starting work with CrowderGulf. Mrs. Ryals joined CrowderGulf in 2011 and immediately began work in North Carolina following Hurricane Irene. She used her knowledge of the FEMA Public Assistance Reimbursement Program and experience to provide quality control and project oversight to assist our team and our clients in program policy and procedures. Since that time, Mrs. Ryals continues to provide quality control technical assistance and policy guidance to our staff and clients. Mrs. Ryals experience includes writing Debris Management and Mitigation Plans for County and Municipal Governments. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110<sup>th</sup> and 111<sup>th</sup> U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. In addition, Mrs. Ryals has provided Project Management assistance to clients following Hurricane Matthew in Georgia, Hurricane Harvey in Texas and most recently, she served as Project Manager for the City of Daphne in Baldwin County, Alabama following Hurricane Sally. She is a Licensed and Certified Alabama







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Emergency Manager; and a NIMS 300 & 400 Course Instructor. She holds numerous FEMA and State Emergency Management Certifications.

**Jeff Zemlik – Safety Manager**

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf.



Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety. Mr. Zemlik holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)

**Wesley Naile - Contracts Manager**

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the Disaster Administration Office (DAO), coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)



**Amber Ramsay – Public/Community Relations and Marketing Manager**

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)





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**Gina Walley – Accounts Receivable Manager / Documentation Specialist**

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work and eligibility. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)



**Jenny Todd – Subcontractor SDBE Compliance Manager**

Ms. Todd manages subcontractors and develops and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)



*Resumes have been provided at the end of this Section.*

**No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.**



## Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations since 2005. Additional information and resumes can be provided upon request.

Key Personnel Past Storm Experience	2005		2006		2008		2009		2010		2011		2012		2013	2014		2015	2016		2017		2018		2019	2020	2020						
	Hurricane Katrina	Hurricane Rita	Hurricane Wilma	Ice Storm	TS Ernesto	Hurricane Gustav	Hurricane Ike	Ice Storm	TS Ida	BP Oil Spill	Hurricane Earl	Hurricane Irene	Tomado	Hurricane Isaac	Hurricane Sandv	TS Debbie	Blizzard Nemo	Ice Storm Pax	Ice Storm Ulysses	Severe Storms & Flooding	Ice Storm	TX Severe Storms	LA Severe Storms	Hurricane Hermine	Hurricane Matthew	Hurricane Harvey	Hurricane Irma	Hurricane Florence	Hurricane Michael	Texas Tornado	Hurricane Laura / Delta	Hurricane Sally	
Ashley Ramsay-Naile, President	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Nick Pratt, Dir. of Operations	✓		✓	✓		✓				✓		✓		✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Reid Loper, Vice President										✓				✓	✓					✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Raymond “Buddy” Young, Regional Dir. **		✓	✓		✓		✓	✓		✓		✓	✓		✓		✓					✓		✓	✓	✓			✓	✓	✓	✓	
John Campbell, Regional Dir.			✓				✓					✓	✓	✓	✓			✓		✓				✓			✓		✓				
Margaret Wright, Ph.D., Documentation Dir.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Jeff Zemlik, Safety Manager										✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Leigh Anne Ryals, FEMA Specialist **	x					x	x		✓			✓			✓			✓				✓	✓	✓	✓	✓		✓	✓	✓		✓	
Gary Jones, FEMA Specialist **														✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓			✓			✓	
Wesley Naile, Contracts Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brian Smallwood, Regional Manager												✓	✓	✓	✓					✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	
Barrett Holmes, Regional Manager **																		✓				✓	✓	✓	✓		✓	✓				✓	
Don Madio, Regional Manager **						x	x	x	x		x	x		x	x	x	x	x	x					x	x	✓	✓		✓				✓
Clayton Young, Regional Manager																											✓	✓		✓	✓		
Wilber Ledet, Project Manager							✓	✓		✓		✓	✓	✓	✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	
Howard Turner, Project Manager			x									x		✓	✓	✓								✓		✓	✓	✓	✓	✓	✓		✓
Drew Sprinkle, Project Manager							✓			✓																	✓	✓	✓	✓		✓	✓
Joe Hayes, Project Manager																										✓	✓		✓		✓		
Matt Lucas, Project Manager																									✓	✓		✓	✓		✓		
Isam Brisco, Project Manager **																												✓	✓	✓	✓		
Lew Najor, Project Manager **																													✓	✓	✓	✓	
Amber Ramsay, Public & Com. Relations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓					✓			✓	✓	✓	✓	✓	✓	✓	✓	✓		
Gina Walley, Accounts Receivable Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jenny Todd, Subcontracts Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

\*\* These employees have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies





### Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Manager	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	Hazwoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW





# CrowderGulf

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### City of Iowa Colony, TX

### CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



**FEMA**

Emergency  
Management  
Institute

### Emergency Management Institute



**FEMA**

This Certificate of Achievement is to acknowledge that:

has reaffirmed a dedication to serve at times of crisis through continued professional development and completion of the respondent at all times.

IS-00700 a  
National Incident Management System (NIMS)  
An Introduction Book

Issued: 12/12/12 (last update: 01/13)



Emergency Management Institute  
1675 Valley Forge Drive  
Ft. Belvoir, VA 22061-4501  
Phone: 703/295-7500  
Fax: 703/295-7501  
Email: emi@fema.gov  
Website: www.fema.gov/emergency

### IS-00100 - Intro to Incident Command Systems

Ashley Ramsay-Naile	Donna Suters	Margaret Wright
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle	Gina Walley	Mike Moulder
Barrett Holmes	Jenny Todd	Nick Pratt
Barry Lund	Jeff Zemlik	Reid Loper
Brian Smallwood	Joe Hayes	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Kerrie Noll	Wes Naile
Clayton Young	Leigh Anne Ryals	Wilber Ledet
Desiree Matlack	Lisa Baldwin	
Don Madio		

### IS-00200 - ICS for Single Resources & Initial Action Incidents

Ashley Ramsay-Naile	Donna Suters	Margaret Wright
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle Barrett	Gina Walley	Mike Moulder
Holmes	Jenny Todd	Nick Pratt
Barry Lund	Jeff Zemlik	Reid Loper
Brian Smallwood	Joe Hayes	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Kerrie Noll	Wes Naile
Clayton Young	Leigh Anne Ryals	Wilber Ledet
Desiree Matlack	Lisa Baldwin	
Don Madio		

### IS-230 - Principles of Emergency Management

Leigh Anne Ryals Joe Hayes

### IS-00242 - Effective Communication

Reid Loper Mike Moulder  
Leigh Anne Ryals Barry Lund

### IS-00700 - Intro to National Incident Management System (NIMS)

Ashley Ramsay-Naile	Donna Suters	Margaret Wright
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle	Gina Walley	Mike Moulder
Barrett Holmes	Jenny Todd	Nick Pratt
Barry Lund	Jeff Zemlik	Reid Loper
Brian Smallwood	Joe Hayes	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		
Don Madio		

### IS-00235 - Emergency Planning

Leigh Anne Ryals Barry Lund Joe Hayes

### IS-00632 - Intro to Debris Operations in FEMA's Public Asst. Program

Reid Loper Donna Suters Mike Moulder  
Leigh Anne Ryals Barry Lund

### IS-00800 - Intro to National Response Plan (NRP)

Ashley Ramsay-Naile	Donna Suters	Margaret Wright
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle	Gina Walley	Mike Moulder
Barrett Holmes	Jenny Todd	Nick Pratt
Barry Lund	Jeff Zemlik	Reid Loper
Brian Smallwood	Joe Hayes	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		
Don Madio		

### IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

### IS-400 - Advanced ICS Command & General Staff IS-400

Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik





**CrowderGulf**  
RFP for Debris Management and Removal Services  
City of Iowa Colony, TX

<b>OSHA 30 Hour – Construction</b>			<b>Hazwoper – Hazardous Waste Operations and Emergency Response</b>		
Andrew Sprinkle Barrett Holmes Brian Smallwood Buddy Young Charles Clark Clayton Young Eric Hall Jeff Zemlik John Campbell	Lew Najor Lisa Baldwin Mark Loper Mike Moulder Nick Pratt Ronald Thorson Reid Loper Vance DeHart Wes Naile Wilber Ledet		Brian Smallwood Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper	Ronnie Duhan Mark Loper Wilber Ledet Vance Dehart	
<b>OSHA Misc.</b>			<b>Watershed Management Training</b>		
OSHA 10 Hour General Industry  OSHA 500 – Train the Trainer	Brian Smallwood Jeff Zemlik Lew Najor Reid Loper  Jeff Zemlik		Barry Lund Brandi Snell Brian Smallwood Clayton Young	Jeff Zemlik Leigh Anne Ryals Reid Loper	
<b>U.S.A.C.E. – Q.C.M (Construction Quality Management)</b>			<b>T.W.I.C. Card</b>		
Amber Ramsay Andrew Sprinkle Barret Holmes Barry Lund Brian Smallwood Clayton Young Don Madio Jason Zirlott	Jeff Zemlik John Campbell Leigh Anne Ryals Lew Najor Margaret Wright Nick Pratt Reid Loper		Andrew Sprinkle Barry Lund Brian Smallwood	Jeff Zemlik Nick Pratt Reid Loper Wilber Ledet	
<b>First Aid/CPR</b>			<b>Misc. Training</b>		
Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Barry Lund Brian Smallwood Buddy Young Charles Clark Clayton Young Desiree Matlack Donna Suters Eric Hall Gary Jones Gina Walley	Jeff Zemlik Jenny Todd John Campbell Leigh Anne Ryals Margaret Wright Mark Loper Mike Moulder Nick Pratt Reid Loper Ronald Thorson Vance DeHart Wes Naile Wilber Ledet		Asbestos Supervisor Asbestos Inspector  USACE 385-1-1 40 hour	Jeff Zemlik Jeff Zemlik  Jeff Zemlik	 
<b>Underground Utility and Excavation Certification</b>					
Lew Najor					



## *Resumes*

Copy

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## Management Experience

### CrowderGulf Disaster Recovery, Mobile, AL

Project Manager

2010-Present

Hurricane Zeta - 2020 - MS Hurricane Delta - 2020 - LA; Hurricane Sally - 2020 - AL & FL and Hurricane Laura - 2020 - LA

Hurricane Dorian - 2019 - South Carolina, Tropical Storm Imelda - 2019 - Texas and Tornados - 2019 - Texas & Tennessee

Hurricane Michael - 2018 - Florida, Hurricane Florence - 2018 - North Carolina and South Carolina

Hurricane Irma - 2017 - Florida, Hurricane Harvey - 2017 - Texas

Hurricane Matthew - 2016 - Hilton Head Island, SC

City of Friendswood, TX - 2015 Tornado Debris removal and disposal

Completion Date: 11/9/2015-11/2016 / Current Construction Value: \$140,516

South Carolina DOT - 2015 Storms and Flooding Removal and Disposal

Completion Date: 10/2015-11/2015 / Current Construction Value: \$698,227

Limestone County, AL - 2015 Flooding Waterway Debris Removal

Completion Date: 9/2015 / Current Construction Value: \$60,860

City of Corpus Christi, TX - 2015 Vegetative Removal and Disposal

Completion Date: 7/2015 / Current Construction Value: \$501,795

City of Raleigh, NC - 2015 Ice Storm Debris Removal

Completion Date: 4/2015 / Current Construction Value: \$208,740

City of Raleigh, NC - 2015 Ice Storm Debris Removal

Completion Date: 4/2015 / Current Construction Value: \$208,740

AL Department of Transportation - Dnft Waterway Removal in Styx River

Completion Date: 12/2014 / Current Construction Value: \$79,250

Blount County, AL - Debris Removal and Waterway Removal

Completion Date: 7/2014 / Current Construction Value: \$1,401,613

Baldwin County, AL - Dredging of Little Lagoon Pass in Gulf Shores, AL on an as needed basis

- Alabama Department of Transportation (ALDOT)

Completion Date: 12/2013 / Current Construction Value: \$1,284,000

#### Hurricane Sandy Water Way Debris Removal

Durations: February 2013 - March 2014

- Description: Marine debris removal operation for the New Jersey Department of Environmental Protection as a result of Hurricane Sandy. Manager over five different debris zones which produced over 100,000 cubic yards of debris and 400,000 cubic yards of sand/silt dredged from the impacted waters. The project also included sonar and survey of 56,000 acres of bays, streams, and rivers.

Project Value: \$58,000,000

#### 2011 Hurricane Irene Recovery, North Carolina & Virginia - Debris removal and reduction after Hurricane Irene

- Edgecombe County, NC
- City of Rocky Mount, NC
- Town of Williamston, NC

Completion Date: 11/4/2011 / Current Construction Value: \$1,519,737

Completion Date: 11/3/2011 / Current Construction Value: \$2,971,515

Completion Date: 9/10/2011 / Current Construction Value: \$129,325

#### 2011 Tornado Recovery, Walker County, AL - Debris removal and reduction after tornado

- USACE mission assigned contract CrowderGulf Prime sub for Phillips & Jordan

Completion Date: 8/2011 / Current Construction Value: \$3,303,475

#### 2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS

Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas

- BP Oil Exploration & Production / O'Brien's Response Management / Orange Beach, AL / Baldwin County, AL / Dauphin Island, AL

Completion Date: 8/20/2010 / Current Construction Value: \$129,390,001

#### 2008 Hurricane Ike Recovery, Texas, Alabama - Debris removal, reduction and disposal after Hurricane Ike

- City of Alvin, TX
- Galveston County, TX
- City of League City, TX
- City of Pearland, TX
- Texas General Land Office
- City of Texas City, TX

Completion Date: 12/18/2008 / Current Construction Value: \$2,485,571

Completion Date: 9/12/2009 / Current Construction Value: \$84,145,785

Completion Date: 1/10/2009 / Current Construction Value: \$4,108,866

Completion Date: 1/23/2009 / Current Construction Value: \$4,638,531

Completion Date: 2/15/2010 / Current Construction Value: \$27,167,674

Completion Date: 10/27/2008 / Current Construction Value: \$3,578,002

Field Supervisor

2003-2005

#### 2006 Flood Recovery, New York - Debris removal, reduction and disposal after flooding from storms

- Union Concrete Constructors, Erie & Genesee Counties, NY

Completion Date: 1/7/2007 / Current Construction Value: \$4,480,345

Completion Date: 1/18/2007 / Current Construction Value: \$258,128

#### 2005 Hurricane Wilma Recovery - Debris removal, reduction and disposal after Hurricane Wilma

- City of Pembroke Pines, FL
- City of West Palm Beach, FL
- City of Wilton Manors, FL

Completion Date: 1/20/2005 / Current Construction Value: \$11,752,000

Completion Date: 1/11/2006 / Current Construction Value: \$3,333,174

Completion Date: 10/29/2005-12/9/2005 / Current Construction Value: \$1,706,597

#### 2005 Hurricane Katrina Recovery - Debris removal, reduction and disposal after Hurricane Katrina

- Baldwin County, AL
- City of Biloxi, MS
- City of Daphne, AL
- City of Gulf Shores, AL
- Client: Harrison County, MS
- Jackson County, MS
- City of Pascagoula, MS
- City of Pembroke Pines, FL

Completion Date: 3/1/2006 / Current Construction Value: \$3,748,310

Completion Date: 5/23/2007 / Current Construction Value: \$17,395,715

Completion Date: 10/10/2005 / Current Construction Value: \$642,000

Completion Date: 2/20/2006 / Current Construction Value: \$7,147,306

Completion Date: 9/11/2005 / Current Construction Value: \$608,369

Completion Date: 8/31/2006 / Current Construction Value: \$651,266

Completion Date: 7/31/2010 / Current Construction Value: \$22,535,788

Completion Date: 9/16/2005 / Current Construction Value: \$730,000

#### 2005 Hurricane Dennis Recovery - Debris removal, reduction and disposal after Hurricane Dennis

- Baldwin County, AL

Completion Date: 8/27/2005 / Current Construction Value: \$564,552

#### 2004 Hurricane Ivan Recovery - Debris removal, reduction and disposal after Hurricane Ivan

- State of AL, Dept of Conservation & Natural Resources
- Baldwin County, AL
- City of Daphne, AL

Completion Date: 12/23/2005 / Current Construction Value: \$4,385,100

Completion Date: 4/15/2005 / Current Construction Value: \$33,164,762

Completion Date: 10/10/2005 / Current Construction Value: \$2,196,324



**Areas of Expertise**

**DISASTER RESPONSE; DISASTER RECOVERY; MARINE DEBRIS REMOVAL; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING**

**Professional Overview**

Over 30 years of successful leadership and management experience with progressively increasing responsibility. A problem solver and innovative thinker who builds and leads winning teams to highly successful outcomes. A versatile leader with superb ability to bring ideas from conception to completion. Produces positive results regardless of the level of pressure. Flexible and adapts to change exceptionally well. Experienced in coaching, motivating, and mentoring others for success. Other key strengths in:

- Leadership and team building experience nationally and internationally.
- High standards of ethics and integrity with a flexible and adaptable approach.
- Highest regard for safe operations and risk management.
- Uniquely trained in planning, assembling, and managing experienced project teams at multi-site operations.
- Outstanding verbal, writing, and presentation skills.

**Disaster Debris Management Experience and Responsibilities****CrowderGulf, LLC****2014-Present**

Disaster Debris Removal - C&D and Vegetative Debris, Leaners and Hangers, Stumps, Grinding Operations and Disposal, White Goods, E-Waste and HHW

- **Hurricanes Laura, Sally, Delta & Zeta** 2020
- **Hurricane Dorian, Tropical Storm Imelda & Tornado's** 2019
- **Hurricane Florence** 2018  
Regional Manager for all Counties and Cities of Florence Activations in North and South Carolina/ Over 20,000,000cy
- **Hurricane Irma** September 2017  
Regional Project Manager for multiple Counties and Cities in Florida and Georgia; Nassau Co, Clay Co, Sumter Co, Brevard Co, Glades Co, Okeechobee Co, Lake Co, City of Coleman, and City of Cocoa Beach / Chatham Co, and Tybee Island, GA.
- **Hurricane Matthew** October 2016  
Senior Project Manager for Hilton Head Island, SC. Handled coordination of debris removal and recovery efforts for 22 individual contracts and removed and disposed of approximately 3,012,487 Cubic Yards of Debris. Daily meetings with clients and municipalities to update each contract with status.
- **Severe Storms and Flooding** March 2016  
Project Manager for Essex County, VA under the VPPSA Contract
- **Severe Storms and Flooding** October 2015  
Project Manager for the South Carolina Department of Transportation in Lexington and Richland Counties
- **Ice Storm Pax** February 2014  
Southeast Regional Manager for Dorchester County and Berkeley County, SC

**Additional Experience and Skills**

- **Senior Manager**, (Defense Coordinating Officer) 2010-2014  
Federal Emergency Management Agency, Region IV, Atlanta, GA
- **Chief Operating Officer**, (Commander/District Engineer) 2008-2010  
Japan Engineer District, Pacific Ocean Division, Tokyo, Japan
- **Strategic Planning Engineer**, (Division Engineer) 2006-2007  
1st Cavalry Division, III Corps, Fort Hood, TX
- **Chief Operating Officer**, (Commander) 2002-2006  
20<sup>th</sup> Engineer Battalion, 1st Cavalry Division, III Corps, Fort Hood, TX
- **Chief Facilities Director**, (Chief of Facilities and Logistics) 1999-2002  
United States Army European Command, Joint Analysis Center, Molesworth, UK

**Education & Professional Affiliations**

- Master of Science, Construction Management, University of Florida, Gainesville, FL
- Master of Science, Strategic Studies, United States Army Senior Staff College, Carlisle, PA
- Bachelor of Science, Agricultural Economics, Clemson University, Clemson, SC
- Society of American Military Engineers
- Army Engineer Association
- International Association of Emergency Managers
- NIMS Certification for 100, 200, 700 and 800

**Areas of Expertise**

DISASTER RECOVERY SPECIALIST WITH A DEMONSTRATED ABILITY TO PARTICIPATE IN MAINTAINING CLIENT SATISFACTION WITH HIGH LEVELS OF CONFIDENCE AND MULTIFACETED GUIDANCE. SEASONED IN LARGE-SCALE OPERATIONAL PROJECT MANAGEMENT, ALONG WITH A STRONG BACKGROUND IN PLANNING, TRAINING, REPORTING, AND FEMA PUBLIC ASSISTANCE PROGRAM TECHNICAL ASSISTANCE.

**Qualifications**

- 18+ years experience in disaster recovery, project management, debris management, and the Public Assistance Program
- Working knowledge of all disaster recovery areas with a comprehensive understanding of key functional processes, resources and government guidelines, with an emphasis on resolution of program issues for all categories of work outlined in the FEMA Public Assistance Program
- Strong written and oral communication skills. Developed and presented more than 250 federal, state and local competitively bid proposals for disaster recovery services in preparation of federally declared disasters as determined by FEMA and other governmental agencies
- Seasoned in disaster recovery contracting throughout the country using acquired knowledge of various federal agency disaster recovery programs, along with the programmatic rules and regulations governing their implementation (i.e. FEMA, HUD, USACE, EPA and OFA's)
- Thorough understanding of current disaster recovery planning techniques and technologies as well as the methods used in performing risk and impact analysis - Facilitate training seminars for various levels of federal, state and local governments
- Administer recovery planning and technical services associated with all categories of the FEMA Public Assistance Program, 44 CFR and the Robert T. Stafford Act - Identify points of vulnerability and recommend appropriate recovery strategies
- Demonstrated ability to plan, organize and direct the testing of emergency response, recovery support and area business resumption procedures - Liaison between community, contractors, engineering monitoring firms, federal, state and local officials

**Disaster Debris Management Experience and Responsibilities**

- Provide positive results in project execution, as well as delivering work profitably for federal, state and local agencies
- Identify points of vulnerability and recommend debris management and reduction strategies
- Coordinate the efforts of teams and team members in the development of recovery procedures
- Analyze environmental and equipment configurations for critical resources and recommend cost efficient and improved backup capabilities
- Assure documentation required for recovery are identified and properly maintained
- Parallel the efforts of teams and team members in different functional areas in the development of procedures in a disaster situation
- Maintain FEMA and other governmental standards and procedures for disaster recovery documentation
- **Regional Manager with CrowderGulf**
- 2020 - Hurricanes Sally & Zeta (Okaloosa County, FL / Harrison County, MS)
- 2019 - Hurricane Dorian, Tropical Storm Imelda & Tomado's
- 2018 - Hurricane Michael Activations for Florida Contracts - Over 12,000,000cy of Debris Removal and Disposal
- **Project Manager/Senior Project Manager with CrowderGulf**
- 2018 - Red Tide Projects - Collier County, Fort Myers Beach, Sanibel, Lee County and Sarasota County
- 2017- 2018 - Hurricane Irma: Ocala, Villages, Tarpon Springs, St. Pete, North Port, Palmetto, Venice & Sarasota County
- 2017 - FDEP Waterway Debris Removal Project
- 2016 - 2017 - Hurricane Matthew: Flagler County and the Cities of Bunnell, Flagler Beach and Palm Coast, FL
- **Other Debris Management Experience**
- 2008 - 2010 - Commonwealth of Kentucky (KYTC) Ice Storms: Ballard, Christian, Grayson, Hart and Logan, Counties, KY
- 2007 - 2008 - Buffalo, NY Ice Storm: Erie County, NY
- 2005 - 2006 - Hurricane Katrina and Wilma: USACE (LA and MS) and FL
- 2004 - Hurricane Charley, Frances, Ivan and Jean: FL
- 2003 - Hurricane Isabel / Ice Storm: NC and SC
- 2002 - Hurricane Lily: LA
- 2001 - Tropical Storm Gabrielle: FL
- 2000 - Tropical Storm Helene and Leslie: FL
- 1999 - 2000 - Hurricane Floyd: NC
- 1999 - Oklahoma F5 Tornado: OK

**Education & Additional Experience / Skills**

- **University of Florida** - Gainesville, Florida - Bachelor of Science Degree in Public Relations-1996
- OSHA & MOT
- NIMS (National Incident Management System) 100 / 200
- Debris Management (G202)
- IS - 00100, 00200, 00700, and 00800
- Post Hurricane Reconstruction

**Professional Overview**

Brian worked as a Project manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Brian has the ability to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. These have proved helpful in the disaster recovery field as shown in the successful performance for the USACE in Joplin, MO and for the State of Virginia after Hurricane Irene, State of New Jersey after Hurricane Sandy and many other disaster debris management projects.

**Disaster Debris Management Experience and Responsibilities**

CrowderGulf, LLC

2010-Present

**Hurricanes Laura, Sally, Delta & Zeta (2020)**

**Hurricane Dorian, Tropical Storm Imelda & Tornado's (2019)**

**Hurricane Michael (2018)**

- Senior Project Manager for Bay County, FL / Over 1.8 Million Cubic Yards of Debris Removal and Recovery Operations

**Hurricane Harvey (September 2017-June 2018)**

- Regional Manager for the entire State of Texas after Hurricane Harvey. Oversaw Debris Removal and Recovery Operations for 26 activations resulting in removal of approximately 6.5 Million Cubic Yards of Debris and a total event cost of \$89,798,610.

**Hurricane Matthew (October 2016-June 2017)**

- Senior Project Manager for multiple contract activations for Debris Removal Services, including South Carolina DOT

**Hurricane Hermine (2016)**

- Project Manager for the City of Tallahassee and Leon County, FL

**Sever Winter Ice Storms, Flooding and Tornadoes (2015-2016)**

- Disaster Debris Removal for various municipalities

**Hurricane Sandy (October 2012-March 2013)**

- Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey
- Conducted damage assessment in New Jersey & New York and generated New Jersey Waterway Debris Management Plans for approval by the New Jersey Department of Environmental Protection
- Coordinated and contracted with local subcontractors, managed waterway debris removal operations inclusive of dredging, submerged debris removal and contaminated debris disposal

**Hurricane Irene (August 2011-October 2011)**

- Project Manager for debris operations for Virginia after Hurricane Irene hit.
- Managed Newport News, VA, James City County, VA, York County, VA and Williamsburg, VA
- Managed 4 Debris Sites, reduction sites by grinding and 1 reduction site by burning

**Joplin Tornado (June 2011 - September 2011)**

- Operations Manager for USACE Mission
- Oversaw all operations for USACE Contract W912DQ-11-C-4024
- Generated all necessary USACE submittals, represented the Prime contractor at all Corps coordination meetings
- Conducted daily jobsite inspections and submitted daily QCR reports to the Corps for review and comment
- Managed the 40 acre debris reduction site, operated 3 grinders to meet Corps goals
- Managed the haul out of all reduced debris to final disposal site

J E Dunn Southeast dba R J Griffin & Company

2006 - 2010

- Created detailed monthly profit analysis inclusive of cost projections, labor logs, bond logs, material logs, equipment logs and transaction reports for review with the company officers
- Projected and tracked all labor, equipment, materials and subcontractor cost for the duration of projects
- Generated purchase orders, subcontracts, owner contracts, bid presentations, owner pay applications and the overall general contractor project schedules
- Interfaced and communicated with clients regarding project status and coordinated as required to resolve issues with construction, procurement, and/or engineering
- Participated in the estimating and bid process and successfully managed several projects I helped estimate.
- Led subcontractor scope meetings to negotiate and determine a full scope of work and totally inclusive subcontract price
- Ran OAC (owner, architect and contractor) meetings to discuss the current status of projects, expected completion dates and up to date changes and cost.
- Acted as onsite Superintendent when necessary and was capable of running a safe and productive jobsite.
- Reviewed and approved all subcontractor pay application, material delivery schedules, shop drawings, submittals and their overall production schedules

**Education and Certifications**

- Bachelor of Science in Building Science
- NIMS and FEMA Certified

Auburn University 2000 - 2006

# Clayton B. Young

Texas Regional Manager

## Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

## Relevant Qualifications

Experienced in group leadership and task execution. Well traveled and culturally aware, this makes for an effective communicator with people from all walks of life. Knowledgeable in the bidding process and job estimation.

## Disaster Debris Management Experience

### CrowderGulf

2010-Present

#### *Project Manager / CrowderGulf Texas Client Representative*

- 2020 Hurricanes Laura, Sally, Delta & Zeta
- 2019 Hurricane Dorian, Tropical Storm Imelda & Tornado's
- 2018 Hurricane Florence – Project Manager of Duplin County, NC; Over 200,000 CYs Debris Removal and Disposal.
- 2017 Hurricane Harvey – Served as Project Manager for the following clients: Cities of Dickinson, Friendswood, Lake Jackson, Jones Creek, La Marque, Santa Fe, Clear Lake Shores and Galveston County
- 2017 Hurricane Harvey – Served as Project Manager for TX GLO Waterway Projects in the following locations: Colorado River, San Bernard River, Brazos River, Chocolate Bayou, and Oyster Creek
- CrowderGulf representative/ Local Project Manager for clients in Texas and Louisiana
- Project Manager, Flooding in Waller and Montgomery Counties, Texas
- Project Manager, Hurricane Irene, North Carolina
- Managed Galveston County Buyout Program after Hurricane Ike
- Supervised crews in Walker County Alabama for Operation Clean-sweep after the April 27th tornadoes

## Additional Experience and Skills

### Self Employed; Denton, Texas

#### *Entrepreneur*

2001-2010

- During and after college made investments in an array of ventures in an effort to gain experience in the world of business creation.
- Home exterior painting service - Responsibilities included, but not limited to ground up business development, hiring, job estimation, advertising and project planning.
- Real Estate restoration and sales - Purchased down-trodden homes and restored/refurbished and sold them
- Classic car restoration and sales - Purchased and sold historically significant classic cars

## Education

#### *University of North Texas*

Denton, Texas

- BA with focus on Entrepreneurial Management / Studied International Business in Italy
- Future Entrepreneurs Club / Tasked to develop and implement business plans
- NIMS Certified 100, 200, 240, 241, 242, 632 700 701, 703, 800, 907

## Additional Skills/Certifications

- NIMS Certified
- FEMA: Knowledgeable of FEMA Public Assistance Policy 321 and Debris Management Planning 325
- Strong communication and organizational skills
- Client Relations
- Project planning
- Estimating and competitive bidding processes



## Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT/MARINE DEBRIS CLEAN-UP

## Relevant Qualifications

- Sixteen years of management experience in disaster recovery and marine debris.
- Expertise in managing stored vessel reclamation program.
- Assisted in the removal of hazardous substances from the vessels and coordinated their proper disposal.
- Sand removal, sand screening and beach berm construction, including sea oat replacement and right-of-entry program for sand reclamation on private property.
- Facilitated overall daily operations, training and safety programs on equipment for staff and customers.

## Disaster Debris Management Experience

### CrowderGulf, LLC – Theodore, AL

- **Senior Project Manager & Project Manager -** **2012-Present**
- Mississippi – Hurricane Zeta 2020
  - Louisiana – Hurricane Delta 2020
  - Alabama & Florida – Hurricane Sally 2020
  - Louisiana & Texas – Hurricane Laura 2020
  - Texas – Tropical Storm Imelda & Tornadoes 2019
  - South Caroline – Hurricane Dorian 2019
  - Florida – Hurricane Michael 2018
  - North Carolina – Hurricane Florence – Duplin, Holly Ridge, Jacksonville, Onslow, North Topsail Beach, Richlands and Swansboro; over 1,129,000cy debris removal and disposal. 2018
  - Florida – Hurricane Irma 2017
  - Texas – Hurricane Harvey – Aransas, San Patricia, Corpus Christi / 2 Waterways (Aransas & TX GLO) 2017
  - South Carolina - Hurricane Matthew - Hilton Head Island and PUDs (15 Total Activations) 2016
  - Florida - Hurricane Hermine - City of Tallahassee / Leon County (2 Total Activations) 2016
  - Florida - Bayou Texar Dredging - City of Pensacola 2015
  - South Carolina - Storms/Flooding - Richland County 2015
  - New Jersey - Sandy Phase II Marsh Cleanup 2014
  - South Carolina - Ice Storm - Berkeley County 2014
  - North Carolina - Ice Storm Pax - City of Raleigh 2014
  - Alabama - Tornado - Limestone County 2014
  - New Jersey - Super Storm Sandy - Barnegat Bay 2012
  - Alabama - Hurricane Isaac - Dauphin Island 2012
- **Supervisor - Hurricane Isaac** **September 2012**
- City of Pascagoula, Ms. - Removal of storm debris from right of ways.
  - City of Biloxi, Ms. - Removal of storm debris from right of ways.
  - City of Orange Beach, AL - Removal of debris from beaches.
  - Walton County FL. - Removal of debris from beaches.
- **Project Manager - BP MC252 Gulf Oil Spill - Baldwin County, AL** **May 2010 to February 2012**
- Managed up to 800 Hazwoper certified responders. Managed both manual and mechanical removal of oil from all of the beaches in Baldwin Co. Alabama. Attended daily operation meetings with BP, US Coast Guard, Alabama Department of Environmental Management. Attended weekly planning meeting with BP operations to assist with plans for the clean up activities for the State of Alabama. July 2010 was appointed to BP's Waste Management Board, assisted in reducing the use of non recyclable plastic on the response.
- **Supervisor - Hurricane Ike** **January 2009 to November 2009**
- Supervised removal of wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, Texas. Chanel clean up of Dickinson and League City Texas. Located and removed sunken vessels in the same water ways. Stored vessels and removed all fluids and disposed of vessels. Disposal of vessels in Port Arthur and Orange Texas.
- **Supervisor Strayham Construction - Hurricane Ike** **September 2008 to November 2008**
- Supervised seven (7) curtain burn pits in Pearland Texas. Reduced by burning over 600,000 cubic yards of vegetative debris.

## Certifications

- FEMA Certifications: IS-00001, IS-00100.b, IS-00134, IS-00200.b, IS-00240.a, IS-00244.a, IS-00700.a, IS-00800.b, 40-Hr HazWoper, 30-Hr OSHA Construction Course
- US Army Corps Of Engineers: Construction Quality Management for Contractors #784



# John Ramsay

Chairman

## Relevant Qualifications

- Serves as President and Chief Executive Officer.
- More than 40 years of management experience in various capacities, including response and recovery, U.S. Military, construction, lumber, and telecommunications.
- Telecommunications Project Director and Coordinator for complete cell site development (Turnkey, Greenfield locations and Rooftops) for T-Mobile, Pinnacle, DigiPH PCS, OPM-USA / American Towers, BellSouth, Alltel and Ericsson throughout the Southeast.
- Foremost Disaster Debris Contractor to promote recycling of ash as fertilizer for farmland and to export clean woody chips for biomass fuel after Hurricane Isabel.

## Experience

### CrowderGulf

President/CEO, 1995–Present

- Hurricane Delta & Zeta (2020) – Louisiana & Mississippi; Hurricane Sally (2020) – Alabama & Florida & Hurricane Laura (2020) – Louisiana
- Hurricane Dorian (2019) – South Carolina; Tropical Storm Imelda (2019) – Texas and Tornadoes (2019) Texas & Tennessee
- Hurricane Michael (2018) – Florida & Hurricane Florence (2018) – North and South Carolinas
- Hurricane Irma (2017) & Hurricane Harvey (2017)
- Hurricane Matthew (2016) & Hurricane Hermine (2016)
- Severe Storms, Flooding and Tornado's (2016 & 2015)
- Tornado (2014) & Ice Storms Pax / Ulysses (February 2014)
- Alabama Department of Transportation (ALDOT) 2013, 2014
- Hurricane Isaac (2012) & Hurricane Sandy (2012)
- Hurricane Irene (2011)
- BP Deepwater Horizon Oil Spill (Incident of National Significance (2010–2011)
- Hurricane Ike (2008–2009)
- Louisiana Department of Wildlife and Fisheries (LDWF)(2007-2008)
- Ice Storms (2006)
- Hurricanes Dennis, Katrina, Rita, Wilma (2005)
- Hurricanes Charley, Frances, Jeanne, Ivan (2004)

### Gulf Equipment Corporation now Gulf Services, Theodore, AL 36582

Vice President/Project Manager, 1984–present

- Telecommunications Project Director and Coordinator for complete cell site development (Turnkey, Greenfield locations and Rooftops) for T-Mobile, Pinnacle, DigiPH PCS, OPM-USA / American Towers, BellSouth, Alltel and Ericsson throughout the Southeast. Supplied and managed warehouse for Powertel, Black & Veatch, DigiPH PCS and Hargray Wireless in Georgia, Alabama, South Carolina, Florida, and Kentucky.

### Matthews Marine and Gulf Equipment Ventures, LLC, Pass Christian, MS

Managing Partner, 2006–present

- Director of Marine Projects including open water and inland waterways; wetlands, drainage canals and ditches.

### Delta Exports, Inc., Theodore, AL

President, 1988–1990

- Exported vessel loads of logs and lumber to Turkey and China; and other forest products exported in containers to Europe. Bought and sold land timber and wood chips for domestic markets. Performed extensive studies on the feasibility of exporting pine and hardwood chips from the Gulf of Mexico to Japan. Exported biomass to Italy.

### Ernest Manning Construction Company, Pascagoula, MS

President, Part Owner, 1981–1987

- Director of hazardous wastes for superfund clean-up projects in Texas and southeastern states and refinery maintenance for Chevron USA, Pascagoula, Mississippi. Coordinator of trucking of material and site work. Director of Emergency Recovery Work after natural disasters. Projects completed included:

### RLT Construction Company, Mobile, AL

President, 1979–1985

- Heavy construction, including construction with Tombigbee Waterway and Joe Poole Lake Dam in Dallas, Texas.

### Ramsay Farm, Grand Bay, AL 36541

Independent Farmer, 1963–1985

- Farmed 20,000 acres of soybeans and ran 15,000 head of cattle on winter grazing. Partner in Deep South Auction Company. Business consisted of auctioning land, cattle and equipment (Established business while in college).

### U.S. Military

Air Force Reserves, 1963–1967

- Served as Crew Chief (Master Sergeant) on cargo planes.

## Education

B.S., Agriculture, Auburn University, 1963

# Ashley Ramsay-Naile

President

## Areas of Expertise

**DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS**

## Experience

### CrowderGulf - Mobile, AL

*President*

*2020-Present*

*Senior Vice President and Chief Operating Officer*

*2011-2020*

*Disaster Recovery Project Manager & General Manager*

*2004-2011*

- Twenty two years of experience in disaster recovery and management.
- Strategic planning and supervise all administrative functions and personnel.
- Purchasing Manager, procurement and negotiation tactical planning.
- Accounts receivable and accounts payable flow for CrowderGulf's disaster debris projects.
- Manage documentation and records for disaster operations.
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.

### Storms

Hurricanes Laura, Sally, Delta & Zeta (2020)

Hurricane Dorian, TS Imelda & Tornado's (2019)

Michael & Florence (2018)

Florida Red Tide & Fish Kill (2018)

Hurricane's Irma & Harvey (2017)

Hurricane's Matthew & Hermine (2016)

Severe Storms, Flooding & Tornado's (2015-2016)

Beach Cleanup (2016)

Storms, Flooding & Tornado's (2015)

Tornado (2014)

Ice Storms Ulysses (2014)

Ice Storm Pax (2014)

Dredging (ALDOT) 2012

Hurricane Isaac (2012)

Hurricane Sandy (2012-2013)

BP Oil Spill (2010-2012)

Hurricane Irene (2011)

Hurricane Charley (2004)

Hurricane Fran (1996)

Hurricane Erin (1995)

Hurricane Opal (1995)

### Hargray Wireless - Hilton Head Island, SC

*Property and Construction Manager*

*1999-2004*

*Independent Telecommunications Consultant*

*1997-1999*

- Cell Site Development from site identification to zoning. Negotiated lease rates and terms. Coordinated with radio frequency engineer and site design with civil engineers. Procurement of site material. Supervised general contractor. Maintained 100+ existing cell sites and compliance with government agencies. Coordinated with accounting on department budget and worked within budget guidelines. Warehousing and issuing of materials for construction. Managed 25 company-owned towers.

### Gulf Equipment Corporation - Theodore, AL

*Project Coordinator & Manager Telecommunication Projects*

*1994-1997*

- Managed turnkey cell site projects for Telecommunication construction projects: Sprint, GTE, Nortel, Powertel, BellSouth Mobility, DiGiPH PCS, Hargray Wireless.
- Material procurement. Civil Construction and tower crew coordination. Organization of projects for bidding purposes. Warehousing coordination of deliveries and shipments. Office manager responsible for accounting and invoicing. On site manager and crew foreman. Liaison between Gulf Equipment and elected officials. Public relations between City officials and area residents.

## Education & Leadership

- Bachelor of Science, Special Education University of South Alabama, Mobile, AL
- Governor appointed Alabama State Workforce Investment Board
- Board member of Family Business Institute at the University of South Carolina

Ramsay-Naile, Ashley - Resume



**Areas of Expertise**

DISASTER RESPONSE; DISASTER RECOVERY; ESTIMATING; MARINE DEBRIS REMOVAL; PLANNING; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

**Professional Overview**

Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. From there, Reid has been key in the direct management and planning of over 18 federally declared disaster responses. In 2018 Reid was appointed as Vice President of CrowderGulf and brings a level of dedication and unwavering leadership required in the disaster response industry. Reid's other strong points in the debris and response management efforts are: Contract management/negotiation, estimating/budgets, and planning multiregional simultaneous disaster response activations. These activations ranged from debris removal, sand screening, dredging, and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$800 million in invoicing and total project cost. In addition, Reid is considered as one of the industry's leading experts in waterway debris, completing more waterway debris removal projects since 2012 than anyone else in the country. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in the commercial construction industry gave him vast knowledge in management, estimating, schedule and budget supervision.

**Disaster Debris Management Experience and Responsibilities****CrowderGulf, LLC****2010-Present**

- Direct manager of multiple project managers and respected projects, analyzing of contract requirements, profit/losses estimates (Daily and Monthly) and scheduling for over \$800 million in projects.
- Managed operations consisting of 1200 response personnel and over 600 pieces of equipment
- Highly involved in and conducting business development and conducted quarterly performance reviews for clients, company growth, and quality control
- Qualified Individual for company general contractor's license and assesses new and current projects to create estimates.
- Perform technical writing used in RFP responses and presentations and handle HR concerns, personnel consulting, and legal matters
- Look for new opportunities for future work and expanding markets and perform business models for expanding and growth of current company
- Managed safety program along with insuring that safety and operations coincided and maintained a company Safety TRIR of less than 2.0
- Manage subcontractors from all aspects including, Insurance, billing, subcontracts, and performance
- Started sites from the ground up with facilities, personnel, and equipment, and organize & conduct weekly progress meetings among management
- Negotiate contract terms, review and executed client contracts

**Vice President**

**Hurricane Zeta** - 2020 (7 Current Activations in Mississippi); **Hurricane Delta** - 2020 (1 Activation in Texas);  
**Hurricane Sally** - 2020 (10 Current Activations in Alabama & Florida); **Hurricane Laura** - 2020 (8 Current Activations in Louisiana)  
**Tornado & Special Project** - 2019 (2 Activations in Texas); **Tropical Storm Imelda** - 2019 (1 Activation in Montgomery Co. TX)  
**Hurricane Dorian** - 2019 (2 Activations in South Carolina)  
**Hurricane Michael** - 2018 (11 simultaneous activations throughout Florida and Georgia - Projected 12,000,000 CY of debris removed, Florida DEP - 115,000 CY of Waterway debris removed); **Hurricane Florence** - 2018 (26 simultaneous activations throughout North Carolina)

**Senior Operations Planner**

**Hurricane Irma** - 2017 (67 simultaneous activations throughout Florida, Florida DEP - 253,000 CY of Waterway debris removal throughout 8 counties within Florida); **Hurricane Harvey** - 2017 (26 simultaneous activations throughout Texas)  
**Hurricane Nate** - 2017 (Single Activation for Sand Removal and Screening within Dauphin Island, AL)  
**Hattiesburg, MS, Tornado** - 2017 (Single Activation for Disaster Debris Removal Services within Hattiesburg, MS)  
**Hurricane Matthew** - 2016 (46 Simultaneous Activations for Disaster Debris Removal Services along the East Coast, Florida DEP - 78,000 CY of Waterway debris removal throughout 6 counties within Florida)  
**Hurricane Hermine** - 2016 (Disaster Debris Removal Services in the Tallahassee and Leon County)

**Senior Project Manager**

**Severe Storms (Ice, Flood & Tornadoes)** 2014-2015-2016 Simultaneous activations per year  
**Ice Storms (Pax & Ulysses) Severe Storms (Flood & Tornadoes)** - 2014 (Various Disaster Debris Cleanup for several Municipalities)  
**Hurricane Isaac** - 2012 (9 Simultaneous Activations for Disaster Debris Removal Services along the Gulf Coast)  
**Hurricane Sandy** - 2012 (Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey)  
**Hurricane Irene** - 2011 (31 Simultaneous Activations for Disaster Debris Removal Services along the East Coast)  
**Joplin Tornado** - 2011 (*USACE mission assigned contract Joplin, MO., DMS Site*)  
**Deep Horizon Oil Spill** - 2010 (Senior Project Manager over the BP oil response for the entire state of Alabama)

**Education & Certifications**

- Bachelor of Science in Aerospace Engineering Auburn University 2007
- National Incident Management System ICS-100, 200, 300, 400, 241, 242, 632, 700, 702, 800, 810, 901 and 1900
- LEED AP (Leadership in Energy and Environmental Design Accredited Professional); HAZWOPER 40 Hour and 8 Hour refresher
- NASCLA Accredited (National Association of State Contractors Licensing); OSHA 30 and 10 Hour refresher
- General Contractor License (Commercial) Qualified Agent for the States of Alabama, Georgia, Louisiana, Mississippi, South Carolina & Virginia



### Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; DOCUMENTATION SPECIALIST; QUALITY CONTROL/QUALITY ASSURANCE DIRECTOR; TRAINING; EMERGENCY PLANNING/MANAGEMENT; PROGRAM RESEARCH AND EVALUATION, TECHNICAL PROPOSAL WRITING

### Relevant Qualifications

- Sixteen years of experience in disaster recovery and disaster training projects. (1996; 2003-2018)
- Director of QC/QA documentation/data team for all field operations tasks. (2016-2018)
- Designed and developed debris management training for CrowderGulf customers with pre-event contracts (2004-2012).
- Developed, coordinated and/or conducted training sessions for clients in Florida, Texas, North Carolina, South Carolina, Maryland, Virginia, and Louisiana (2004-2012).
- Designed and developed CrowderGulf Project Managers' Training Manual in 2004 and provided yearly updates (2005-2018).
- Coordinated the set up and staff hiring and training for Debris Management Field Offices in five states (2004-2008).
- Managed documentation flow for CrowderGulf's disaster debris projects (2004-2017).
- Conducted evaluation research after project completion (2004-2012).
- Managed all documentation for and coordination of all Change Orders for two contracts with the Texas General Land Office (GLO), Sand and Beach Contract (2009); Marine Debris Contract (2009-2010).
- Assisted various clients with follow-up documentation for FEMA audits (2006-2017)
- Managed the technical proposal writing team for all pre-event Request for Proposals (2009-2012)

### Disaster Debris Management Experience

### Documentation Director 2003–Present

- Hurricane Zeta (2020)** – Mississippi; **Hurricane Delta (2020)** – Louisiana; **Hurricane Sally (2020)** – Alabama & Florida and **Hurricane Laura (2020)** – Louisiana
  - Current Activations (7 in MS, 1 in TX, 10 in AL & FL and 8 in LA)
- Hurricane Dorian (2019)** – South Carolina; **Tropical Storm Imelda (2019)** – Texas and **Tornados (2019)** Texas & Tennessee
- Hurricanes Florence & Michael (2018)**
  - Director of QC/QA team for field operations documentation for Hurricane Florence ( 20 contracts) and Hurricane Michael (10 contracts)
- Hurricane Irma (2017)**
  - Documentation Director for 61 simultaneous activations throughout Florida. Oversaw DAO Office for reconciliation and final closeout on all projects.
- Hurricane Harvey (2017)**
  - Documentation Director for 26 simultaneous activations throughout Texas. Oversaw DAO Office for reconciliation and final closeout on all projects. Point of Contact for fielding questions from Monitoring Firms and Clients regarding documentation, tickets, and invoicing.
- Hurricane Matthew, (October 2016-2017)**
  - Provided Technical Assistance and managed overall documentation process for 46 simultaneous activations throughout east coast.
- Hurricane Hermine, (2016)**
  - Provided Technical Assistance and managed overall documentation process for 2 activations.
- Severe Storms (Flooding & Tornados) (2015-2016)**
  - Provided Technical Assistance and managed overall documentation process for 14/15 simultaneous activations per year.
- Ice Storm Pax (February 2014)**
  - Provided Technical Assistance & managed overall documentation process for debris removal operations for Dorchester and Berkeley County, SC
- Hurricane Sandy (October 2012)**
  - Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey
- Fort Lauderdale FEMA Audit (2010-2012)**
  - Technical Assistance with FEMA Audit for 2004-2005
- Hurricane Irene (August 2011-October 2011)**
  - Managed overall documentation and reconciliation process for 21 contracts in North Carolina, four (4) municipalities in Virginia, four (4) contracts with the North Carolina Department of Transportation for the removal of debris on roadways in thirteen North Carolina Counties. These contracts involved working with all municipalities as well as several monitoring companies representing various municipalities.
- Hurricane Ike (2008-2009)**
  - Served as the Field Office Operations Manager & Coordinator for Debris Contracts in Texas, including four counties, 21 cities, and the Texas General Land Office (GLO). Set up and trained personnel for three onsite offices in Texas.
  - Managed documentation and data management and assisted customers throughout entire operation to ensure FEMA compliance.
- Hurricane Rita, Calcasieu Parish, LA (2005)**
  - Served as the Field Office Operations Manager for a large debris project in Calcasieu Parish, LA, during the 2005 Hurricane season.
- Hurricane Charley Debris Projects (2004)**
  - Served as the Field Office Operations Manager for a large debris project in Polk County, FL, during the 2004 Hurricane season.
- Hurricane Isabel Debris Projects (2003)**
  - Worked with clients to reconcile ticket data and invoice, during 2003 Hurricane Season.
- Hurricane Fran Project (1996)**
  - Data entry, reconciling and invoicing with town of Wilson, NC.

### Education, Additional Experience and Skills

- Intelligent Designs Systems Incorporated, - Program Evaluator, August 2000–November 2003
- University of South Alabama, Mobile, AL - Instructor, Special Education Department 1994-2000
- Mobile County Public School System - Consulting Teacher 1989-1994, Teacher of students with disabilities 1972-1989
- National Incident Management System (NIMS) Certified, ICS-100, 200, 700, 800
- Ph.D., Instructional Design and Development, University of South Alabama, 1998 / AA Certification, Learning Disabilities, University of South Alabama, 1980
- Masters, Mental Retardation, University of South Alabama, 1977 / Bachelor of Science, Elementary Education, Auburn University, 1967



# Raymond "Buddy" Young

*Western Regional Director & FEMA Specialist/Technical Assistant Manager*

## Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; COMMAND AND CONTROL; EMERGENCY PLANNING/MANAGEMENT; EMERGENCY OPERATIONS; LOGISTICS; GEOGRAPHIC INFORMATION SYSTEMS (GIS)

## Professional Overview

Buddy Young is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He served as Regional Director of FEMA Region VI from 1993 – 2001. While in that position, under FEMA Director James Lee Witt, he was Chief Administrator for 133 federally declared disasters and emergencies. He is nationally known and well-respected in the Emergency Management community. As the Director of Debris Operations for CrowderGulf, he has provided management and technical assistance to local and county governments after all major hurricane disasters in the Southeast since 2003. He has served as Senior Project Manager in the field after all major hurricanes since joining CrowderGulf. He has managed all types of debris removal, reduction and disposal operations and special projects such as demolition and marine debris removal. His expertise in emergency management, and especially disaster debris removal, is utilized to provide preparedness training and advise CrowderGulf pre-event clients throughout the year. He has also worked with the Texas A&M Engineering Extension Program as an adjunct instructor to conduct full-scale exercises with local and state agencies in response to incidents of terrorism and natural disasters. He is a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA) and he is NIMS certified.

## Experience

### CrowderGulf, LLC

2003-Present

- Hurricanes Laura, Sally, Delta & Zeta (2020)
- Hurricane Dorian, TS Imelda & Tornado's (2019)
- Hurricanes Florence & Michael (2018)
- Hurricane Harvey (2017-2018)
- Hurricane Matthew (2016)
- Severe Winter Ice Storms, Flooding & Tornadoes (2015-2016)
- Hurricane Sandy (October 2012-Present)
- Hurricane Irene (August 2011-October 2011)
- Hurricane Ike (September 2008–2010)
- Hurricane Rita (2005-2006)
- Hurricanes Charley, Frances, Jeanne, and Ivan (2004-2005)

Copy

Texas A&M Engineering Extension Program, College Station, Texas Adjunct Instructor

2001-2004

FEMA, Region VI Regional Director

1993–2001

Arkansas State Police, Little Rock, Arkansas Director of Security for State

1983-1993

## Training

From 2004-2012, provided yearly training for city and county municipalities that have CrowderGulf pre-event debris management contracts in place. Yearly debris management training sessions include municipalities in Florida, North Carolina, South Carolina, Virginia, and Texas. A detailed list of sessions can be provided upon request.

### Certifications and Training

- National Incident Management System, IS-100, 200, 700, 800
- Principles of Emergency Management, IS-230
- Leadership and Influence, IS-240
- Decision Making and Problem Solving, IS-241
- Effective Communications, IS-242
- Introduction to the Public Assistance Process, IS-630
- Introduction to Debris Operation and FEMA Public Assistance Program, IS-632
- EOC Management and Operations, G-275
- Disaster Response and Recovery Operation, G-385
- Rapid Response Team Orientation, G-635

## Education

Graduate of Keeler Polygraph Institute, Chicago, IL, 1976 / Graduate of National FBI Academy, Quantico, VA, 1972

Graduate of Arkansas State Police Academy, Camden, AR, 1968

Approximately 100 hours of Coursework in Criminal Justice at the following:

- Certificate of Public Administration, University of Arkansas, Little Rock, AR, 1976 / Arkansas State University, Jonesboro, AR, 1973
- University of Virginia, Richmond, VA, 1972 / Arkansas Tech, Russellville, AR, 1962-1963
- University of Arkansas, Fayetteville, AR, 1968

# Gary Evans Jones

*FEMA Specialist and Technical Assistance Manager*

*Satellite Office: 5011 Golden Circle - Denton, TX 76208 - (904) 206-4021*

## Experience

**CrowderGulf Technical Assistance Manager and FEMA Specialist**

**2012-Present**

**Federal Emergency Management Agency – Region 6**

**Deputy Regional Director**

**1994-December 31, 2011**

Served as Deputy Regional Director for 17 years of the 28 years with FEMA Region 6. During those 17 years as Deputy, also served as Acting Regional Director for 4 of those 17 years. Responsible for administration of emergency management programs in the FEMA Region 6 states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. Also, responsible for oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

**Federal Emergency Management Agency – Region 6**

**Technological Hazards Branch Chief**

**1983-1994**

Joined FEMA Region 6 in 1983 and served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and the Chemical Stockpile Emergency Preparedness programs.

**US Public Health Service Physician Recruitment Coordinator**

**1977-1983**

Responsible for recruiting doctors, dentists and nurse practitioners for rural communities in Arkansas that were federally designated as medically underserved.

**Director, Arkansas Emergency Medical Services Program**

**Arkansas Department of Health**

**1974-1977**

Responsible for administration and implementation of state-wide regulations for Ambulance Services and training certification of EMTs and Paramedics.

## Other Leadership Roles

Served as designated **Federal Coordinating Officer** for **Hurricane Katrina, Rita and Georges**. Provided executive leadership to over 300 federally declared disasters including **Hurricane Andrew, Oklahoma City bombing, Columbia Space Shuttle and Tropical Storm Allison**.

## Education

Master's Degree in Public Health Administration

Tulane University

Bachelor's Degree in Education

University of Arkansas

## References

James Lee Witt

Nim Kidd

Chairman of the Board

State of Texas Emergency Management Director

Witt and Obrien Associates

Department of Public Safety

571-233-3135

512-424-2443

# John M. Campbell

Eastern Regional Director

Satellite Office: 14144 Fox Glove Street - Winter Garden, FL - 34787 - (859) 963-8672

## Experience

CrowderGulf

Emergency Management and Training Specialist

May 2006–Present

- **Hurricanes Laura, Sally, Delta & Zeta (2020)** – Current Activations
- **Hurricane Dorian, Tropical Storm Imelda & Tornado's (2019)**
- **Hurricane Florence (2018)**  
Regional Manager for all Counties and Cities of Florence Activations throughout North Carolina & South Carolina
- **Hurricane Irma (2017)**  
Regional Manager for 61 simultaneous activations throughout Florida
- **Hurricane Harvey (2017)**  
Senior Project Manager for 26 simultaneous activations throughout Texas
- **Hurricane Matthew (October 2016-2017)**  
Senior Project Manager for 46 simultaneous activations throughout east coast
- **Hurricane Hermine (2016)**  
Senior Project Manager for the City of Tallahassee and Leon County, FL
- **Severe Storms (Flooding & Tornados) (2015-2016)**  
Senior Project Manager for for 14/15 simultaneous activations per year
- **Ice Storm Pax (February 2014 – May 2014)**  
Served as Senior Project Manager for Dorechester County and Berkeley County, South Carolina  
Disaster Debris Removal - Vegetative Debris, Leaners and Hangers, Grinding Operations and Disposal
- **Hurricane Sandy (October 2012-December 2013)**  
Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey
- **Hurricane Isaac (August 2012)**  
Served as the Project Manager for all four activations due to Hurricane Isaac in Mississippi
- **Hurricane Irene (August 2011 – October 2011)**  
Served as the Senior Project Manager for all 21 activations due to Hurricane Irene in North Carolina
- **Hurricane Ike (September 2008–November 2009)**  
*This contract called for the management, surveying, collection, reduction, and disposal of debris in the aftermath of Hurricane Ike in 2008*
  - Senior Project Manager for Hurricane Ike in Texas for Galveston County debris recovery work including all of Bolivar Peninsula
  - Project Manager for Wildlife and Fisheries contract for waterway cleanup in Texas cities
  - Project Manager for Texas General Land Office (GLO) Contract for Beach Restoration on Bolivar and other Galveston County Beaches
  - Managed Debris operations during the recovery from the storm
  - Performed duties as senior quality control and safety coordinator for debris operations
  - Served as a trainer for company field supervisor, counties personnel and subcontractors

### Internal Training for Crowder Gulf

- Debris Management Operations Trainer for CrowderGulf clients in Florida, NC, SC and Virginia
- Served as a consultant on Debris Management Plan development for CrowderGulf clients in Florida, South Carolina and Maryland in 2006 through 2009

Lee County, Florida Emergency Management Fort Myers FL

Chief of Operations

2001–2006

Chief of Planning

2000–2001

- Responsible for daily operations of the Emergency Operations Center and multi-agency emergency coordination in response to storms, fires, hazardous materials releases and police emergencies
- Some major activities during period include the response to Tropical Storm Gabrielle 2001, Natural Gas pipeline rupture 2003 Hurricane Charley 2004 (Landfall in Lee County), Hurricane Ivan 2004, Hurricane Katrina 2005, Hurricane Wilma 2005
- Responsible for the County Emergency Management Plan (CEMP), the public outreach program for Emergency Management and preparation of the daily Incident Action Plan during emergency activations of the Emergency Operations Center
- Major activities during this period included County Brush Fires in 2000, the Spring Floods of 2001, and the County Response to Terrorist Threat from 9-11 attack

United State Army (Colonel, Retired)

1968 – 1998

Served in multiple command and staff positions through the grade of Colonel



# Leigh Anne Ryals

## Emergency Management Specialist

### Areas of Expertise

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY OPERATIONS; EMERGENCY MANAGEMENT AND FEMA PROGRAMS AND POLICY, PROPOSAL DEVELOPMENT, CONTRACTS MANAGEMENT; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

### Qualifications

- Project Manager CrowderGulf Debris Operations since 2011
- Certified Local Emergency Manager (CLEM - State of Alabama)
- Advanced Level Certification in Emergency Management (ALEM)
- NIMS 300 and 400 Level Instructor

### Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

#### **Project Manager and Emergency Management Specialist**

**August 2011- Present**

- Project Manager and company representative for pre-event clients. Provide daily support for the Disaster Assistance Office in the form of accounts management. Performed technical writing and review of proposals for pre-event contracts. Assisted the company by attending pre-bid meetings participation in marketing presentations to perspective clients. Provided assistance to client on FEMA Public Assistance Program policy. Provided support to Regional Project Manager and served as government liaison to clients.
  - **Hurricane Delta & Zeta** - Current Activations 2020
  - **Hurricane Sally** - City of Daphne, AL 2020
  - **Hurricane Laura** - Current Activation 2020
  - **Tornado & Special Project** - 2 Activations in Texas 2019
  - **Tropical Storm Imelda** - 1 Activation Montgomery Co, TX 2019
  - **Hurricane Dorian** - 2 Activations South Carolina 2019
  - **Hurricane Michael** - QC & Data Manager over 12,000,000cy of Disaster Debris Removal & Disposal in Panama City Beach, FL 2018
  - **Hurricane Harvey** - Project Manager and government liaison to Texas clients in League City September 2017
  - **Hurricane Matthew** - Project Manager and government liaison to Georgia clients in Liberty County October 2016
  - **Ice Storm Pax** February 2014
- Emergency Management Specialist and Government Liaison to Berkeley County, SC. Provided information and assistance on debris related issues and assisted with compiling documentation for eligible reimbursement activities.
- **Hurricane Irene** August 2011-October 2011
- Emergency Management Specialist and Government Liaison to 6 Counties in NC. Provided information and assistance resolving debris related issues as it relates to FEMA 325 guidelines, Disaster Specific Policies and the Robert T. Stafford Disaster Relief Act. Assisted clients in compiling documentation for eligible reimbursement activities, provided debris management training and updates on policy changes. Worked with clients to Conduct After-Action Follow up meetings with staff regarding disaster specific policies and protocols.

### Additional Experience and Skills

Emergency Management Director	2000-2010
Disaster Public Information Officer and Administrative Assistant to the County Engineer	1994-2000
Regional Marketing Director and Account Manager for VideoCart, Inc.	1992-1993

### Training Provided

Provides yearly training for City and County Government employees that have CrowderGulf pre-event debris management contracts in place. A detailed list of sessions can be provided upon request.

#### Certifications and Training

- USACE Construction Quality Management
- National Incident Management System, IS-100, 200, 700, 800
- National Incident Management System 300 & 400 Instructor
- Advanced Level Certification/Emergency Management (ALEM)
- Certified/Licensed Emergency Manager (CLEM)
- CPR & Blood Pathogens

### Education

- Bachelor of Arts and Science Degree - Radford University, Radford, Virginia 1991

## Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS SAFETY; EMERGENCY PLANNING/MANAGEMENT; SAFETY PLANNING AND POLICY IMPLEMENTATION

## Certifications

- FEMA NIMS: ICS 100, ICS 200, ICS 300, ICS 400, ICS 700, ICS 800, ICS 240
- U.S.A.C.E Construction Quality Management
- U.S.A.C.E. 385-1-1 40 hour
- 40 Hour Hazwoper Certificate & Instructor
- SONS & TWIC
- OSHA 10 Hour General Industry
- OSHA 30 Construction
- OSHA 510 & 500
- Asbestos Supervisor and Refresher
- Asbestos Inspector and Refresher
- Leadership & Influence
- DOT Supervisor
- Root Cause and Incident Training

## Disaster Debris Management Experience

### CrowderGulf

May 2010-Present

#### Health & Safety Manager:

- Reviewed, evaluated, and analyzed work environments, design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents in the arena of environmental safety, marine operations, and general site safety.
- Created and implemented safety procedure and policy, as well as created all original safety plans specifically pertaining to the individual job or project; conducted inspections and enforced adherence to laws and regulations.
- Held daily safety meetings concerning various topics of personnel safety and training
- Monitored the JSA process, including storage both physically and electronically and all forms of documentation and document preservation
- Followed through with incident investigation to ensure that all required policies were followed. Trained, motivated and managed team of up to 16 safety observers.
- Aggressively case managed all cases of injury. Adjunct Hazwoper instructor for over 240 employees
- Issued permit to work, lift permits, hot-work permits, LO/TO program and ground disturbance permits

#### Disasters:

Hurricane Zeta - 2020 - Mississippi (7 Current Activations)

Hurricane Delta - 2020 - Louisiana (1 Current Activation)

Hurricane Sally - 2020 - Alabama & Florida (10 Current Activations)

Hurricane Laura - 2020 - Louisiana & Texas (8 Current Activations)

Hurricane Dorian - 2019 - South Carolina (2 Activations)

Tropical Storm Imelda - 2019 - Texas (2 Activations)

Tornados/Flooding - 2019 - Texas & Tennessee (2 Activations)

2018 Hurricanes Florence - NC & SC and Michael - FL Safety Manager over activations, monitoring safety for over 800 debris removal crews

2018 Red Tide / Fish Kill - Florida Project Manager for Sarasota County and Sanibel, FL

2017 Hurricane Harvey and Irma Disaster Debris Removal and Recovery Services in over 100 simultaneous activations from Texas to Florida

2016 Hurricane Matthew and Hermine Disaster Debris Removal and Recovery Services in over 46 simultaneous activations along the East Coast.

2014, 2015, 2016 Severe Storms (Flooding & Tornados) Disaster Debris Removal and Recovery Services in over 30 activations over 3 years at various municipalities

2012 Hurricane Sandy Cleanup Debris removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey.

2012 Hurricane Isaac Cleanup Debris removal and reduction after Hurricane Isaac for the cities of Pascagoula, Gulf Port, and Biloxi in Mississippi with no first aid or OSHA recordable incidents.

2011 Hurricane Irene Recovery, North Carolina & Virginia Debris removal and reduction after Hurricane Irene for over 20 municipalities in the North Carolina and Virginia area with no first aid or OSHA recordable incidents

2011 Tornado Recovery, Walker County, AL Debris removal and reduction after several tornados devastated north Alabama with no first aid or OSHA recordable incidents.

2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas; BP Oil Exploration & Production/ O'Brien's Response Management/ Orange Beach, AL/ Baldwin County, AL/ Dauphin Island, AL

## Additional Related Experience and Skills

Sales/Acting Branch Manager - Arrow Equipment/United Rentals - Chicago, IL

Safety Manager - Rite Way Masonry - Chicago, IL

2001 to 2002

1995 to 2001

## Education

- A.A. Concentration Organizational Management
- B.A. Occupational Health and Safety

Indian River State College, Ft. Pierce, Florida

Columbia Southern, Gulf Shores, Alabama

# Wesley R. Naile

Contracts Manager

## Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS;  
CONTRACTS MANAGEMENT

## Relevant Qualifications

- Over 10 years of experience in disaster recovery and management.
- Logistics, strategic planning, procurement and negotiation tactical planning.

## Disaster Debris Management Experience

### CrowderGulf

2004-Present

#### *Contracts and Logistical Manager for Disaster Operations*

- Ensure all pre-positioned equipment and supplies are deployed and ready
- Research and evaluate logistical systems and processes for incorporation into CrowderGulf's procedures
- Maintain CrowderGulf communication systems
- Maintain "Quick Kits" for immediate deployment
- Prepare and update logistical plans and procedures
- Manage and maintain warehousing, equipment and supplies

#### Disaster Experience

- Hurricane Delta & Zeta – Louisiana & Mississippi, *Contracts & Logistics Manager (1 & 7 Current Activations)* 2020
- Hurricane Sally – Alabama & Florida, *Contracts & Logistics Manager (9 Total Activations)* 2020
- Hurricane Laura – Louisiana & Texas, *Contracts & Logistics Manager (8 Total Activations)* 2020
- Hurricane Dorian – South Carolina, *Contracts & Logistics Manager (2 Total Activations)* 2019
- Tropical Storm Imelda – Texas, *Contracts & Logistics Manager (1 Total Activation)* 2019
- Tornado's Texas & Tennessee, *Contracts & Logistics Manager (2 Total Activations)* 2019
- Hurricane Michael – Florida, *Contracts & Logistics Manager (16 Total Activations)* 2018
- Hurricane Florence – North and South Carolinas, *Contracts & Logistics Manager (18 Total Activations)* 2018
- Hurricane Irma, *Contracts & Logistics Manager (61 Total Activations)* 2017
- Hurricane Harvey, *Contracts & Logistics Manager (26 Total Activations)* 2017
- Hurricane Matthew, *Contracts & Logistics Manager (46 Total Activations)* 2016
- Hurricane Hermine, *Contracts & Logistics Manager (2 Total Activations)* 2016
- Severe Storms & Flooding, *Contracts & Logistics Manager* 2014
- Hurricane Isaac, *Contracts & Logistics Manager* 2012
- Hurricane Irene, *Contracts & Logistics Manager* 2011
- Deepwater Horizon Oil Spill, *Contracts & Logistics Manager* 2010
- Hurricane Gustav & Ike, *Contracts & Logistics Manager* 2008
- Hurricane Katrina, Wilma & Rita, *Logistics Manager* 2005
- Hurricane Charley, *Field Manager in Volusia County, FL* 2004

## Additional Experience and Skills

### Gulf Equipment Corporation

#### *Contractor*

1999-2000

- Site preparation and installation of tower, grounding systems and equipment

## Education/Military

- University of South Carolina 2000-2003
- U. S. Army - 12B Combat Engineer 1995-1998  
*Placement and removal of explosives and obstacles*



**Areas of Expertise****Disaster Recovery Debris Operations; Contract Management; Logistics Coordination, Client Relations; Strategic Planning**

Pre-construction Conceptual Estimating Strategic Planning- Great client Relationship, Subcontractors relations/ Negotiation, logistics/operations- safety management, project management- task scheduling workflow and planning. Over 26 years of experience Construction & oilfield project management executive background in commercial and industrial construction proven leader ship and experience and projects and site management logistics pre-construction and final performance Dynamic results - driven leader with proven success and maximizing profits, implementing policies and procedures and building and maintain client relationships consistently meet budget schedules and corporate goals. Analytical and detail oriented with excellent interpersonal skills and qualifiable success managing multiple complex projects and ensuring client satisfaction through value engineering new techniques/ products and subcontractors' relationship with open client communication budget and projects status. Quality driven, strategic and well organized leader noted for champion significant process and performance improvements assuring vendor selection and relations, site management, scheduling, project team relationship and project closeout are effectively managed.

**Disaster Debris Management Experience****Crowder Gulf**

September 2020: Project Manager, Orange Beach, AL – Hurricane Sally

February 2019: Project Manager, Mexico Beach FL

- Created 3 Spoil Sites totaling more than 50,000 cubic yards
- Dredged canals and placed received material at spoil sites
- Removed and screened sand from spoil sites, loaded clean sand into off road dump trucks and replaced on the beach
- Hauled dirty sand to an approved final disposal site

January 2019, Project Manager, Dauphin Island AL

- Removed sand from County Highways on the West End of Dauphin Island using off road dump trucks, Bull Dozers and Track – hoes
- Reformed ditches to assist with water control
- Rebuilt sand dunes to engineer specs
- Placed rip rap and rock at the west end of the island for erosion control

September 2018: Project Manager, Hurricane Florence, North Carolina

- Managed more than 1200 miles of debris pick up from Hurricane Florence
- Over saw crews in Oak Island, Caswell Beach, Brunswick County, Varnamtown, Shallotte, Bolivia, Calabash, Belville and Leland
- Removed more than 100,000 cubic yards of debris and C&D
- Managed 4 DMS sites

September 2017 Site Supervisor, Hurricane Irma, Florida

- Supervised debris pick up crews, ROW crews, as well as leaner and hanger pick up crews in multiple counties
- Crews removed more than 300,000 cubic yards of hurricane debris and C&D
- Oversaw hauling of the debris to DMS sites where it was reduced to mulch and then hauled to an approved final disposal site.
- Supervised the final cleaning of the DMS sites to the specifications of the client and closed the job

September 2011

- Over saw site remediation of Superfund Closed Refinery
- Removed UN1267 Crude Oil, UN1203 gasoline, 1993 Diesel and JP-5 from leaking tanks
- Hauled more than 33,331,536 gallons to an approved oil recycling facility
- Flushed and removed all leaking tanks and pipe
- All operations were approved and signed off on by ADM and EPA

**Education**

- Mobile County High School Diploma



## Areas of Expertise

Disaster Recovery Debris Operations; Contract Management; Logistics Coordination, Client Relations; Strategic Planning; Proposal Writing.

## Relevant Qualifications

Effective group leader and communicator. Schedule and quality control oriented. Possess the necessary skillset to effectively run a project from start to finish, while ensuring the best possible end result for the Client.

## Experience

### CrowderGulf

2017-Present

Manager of multiple projects, directly responsible for subcontractor's performance, ensuring all items are completed to the Client's satisfaction. Communicate with the client, client representatives and subcontractors in order to insure the project is on schedule and all deliverables are being met. Managed operations consisting of hundreds personnel and pieces of equipment of various size and type. Work with clients to figure out the best possible solution to any issue. Work with subcontractors to ensure all reports and paperwork are submitted correctly to allow for timely payment. Organize and conduct safety meetings to constantly maintain a safe working environment. Qualified individual for company general contractor's license in Alabama, North Carolina, and California.

#### Hurricane Delta & Zeta, 2020 – Current Activations

Hurricane Sally, 2020 - City of Gulf Shores, AL

Hurricanes Laura, 2020 - City of Lake Charles, LA

Point Aux Pins Special Project, 2020 - Bayou LaBatre, AL

Hurricane Dorian, Tropical Storm Imelda & Tornados/Flooding, 2019

Hurricane Michael, 2018 & 2019

- City of Parker, FL; over 400,000 Cubic Yards of Debris, Project Cost \$7,865,964
- City of Lynn Haven, FL, over 1,000,000 Cubic Yards of Debris, Project Cost \$13,7087,682

Hurricane Florence, 2018 - South Carolina DOT; 4,500 Cubic Yards of Flood Debris, Project Cost \$117,995

Red Tide/Fish Kill Cleanup, 2018

- Lee County, FL; over 3,000 tons of dead marine life, Project cost \$374,201
- Ft Myers Beach, FL over 2,000 tons of dead marine life, Project Cost \$262,767

Hurricane Irma, Supervisor, 2017 - FLDEP Waterway Projects

Hurricane Harvey, Supervisor, 2017 - Corpus Christi, TX- managed haul-out operations and final disposal

### Max Trans Logistics

2015-2017

Managed logistics operations for multiple high volume customer accounts. Oversaw over \$1,000,000 in freight spend per year for customers in the construction, steel, textile, and automotive industries. Was responsible for bidding on logistics contracts. Generated new business through customer development and outside sales. Added multiple new customer accounts.

### Auburn University, Port of Catania (Sicily, Italy)

2015

Worked as a consultant intern with a team of six students from various countries to solve problems that plagued the port. Developed a solution plan that would allow for an increase in port traffic while maintaining safe and efficient operations. Performed a supply chain and marketing audit of port operations.

## Licenses and Certifications

- Alabama Heavy Construction GC License
- North Carolina Highway and Heavy Construction License
- California Class A General Engineering Contractor License
- OSHA 30
- USACE CQM certified
- NIMS 100,200,700,800

## Education

- Auburn University - Auburn, Alabama

Bachelor of Science Degree in Business Administration (BSBA)  
Major: Supply Chain Management/Logistics; Minor: Marketing

**Areas of Expertise**

*Disaster Recovery Debris Operations; Contract Management; Logistics Coordination, Client Relations and Strategic Planning. Project Manager with 6+ years in facilitating, organizing, and completing projects of varying scale and scope of work. Possesses a B.A. from Florida Atlantic University with expertise in the logistical, practical, and technological application of project management in multiple disciplines.*

**Disaster Debris Management Experience****CrowderGulf – Mobile, AL****Project Manager Supervisor, September 2017 - Present**

- In the wake of Hurricane Irma (2017), managed numerous disaster recovery projects throughout the southern and central regions of Florida
- Managed assets and resources in the Town of Jupiter, the Village of Palm Springs, the City of Stuart, and the City of Vero Beach
- Developed and executed daily logistics for equipment and debris trucks to safely, efficiently and effectively clear effected areas of hazards generated by the storm
- Communicated with city and town officials in various departments on their immediate needs; ensuring that the work was done thoroughly and to their satisfaction
- Communicated and collaborated with a number state and local departments to ensure the projects were executed to the highest standards
- In the wake of Hurricane Michael (2018), managed the recovery effort in Jackson County, Florida
- Utilized a hands on management approach to develop and execute an effective strategy to successfully complete each phase of the recovery effort related to a category 5 storm
- Communicated with county officials in varying departments on their immediate needs following the storm, ensuring the highest standard of assistance in the wake of such a large scale disaster
- Developed, facilitated, and executed daily equipment logistics to assist the recovery effort to the safest, and most efficient standards
- Managed a number of personnel resources, and assets in the effort to clear, manage, and ultimately remove storm debris
- Mitigated and overcame numerous challenges associated with the unique environment of the panhandle and the sheer scale of the event

**First Construction of the Palm Beaches - West Palm Beach, FL****Supervisor/Project Manager, May 2014 - August 2017**

- Developed organized, and estimated projected scopes of work ranging from small home repairs to full-scale remodels
- Planned the logistics, staging, and timelines associated with completing projects on time and within the allotted budget
- Delegated responsibilities, resources, and assets thoughtfully; using hands on leadership to ensure the work was performed to the highest standards
- Managed each phase of the project from conception to completion mitigating challenges while consistently accounting for the satisfaction of the contractor and the client alike

**Education****Florida Atlantic University, Boca Raton, FL**

Bachelor of Arts, College of Inquiry and Social Design, December 2011; Honors. Cum Laude (GPA. 3.5/4.0)

**Additional Skills**

- Proficient in Microsoft Office, with emphasis on Excel
- Excellent written communication
- Superior technological skills, require little to no training

## Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS; CONTRACTS MANAGEMENT

## Qualifications

Experienced and highly qualified professional offering years of extensive project management experience in construction and disaster relief. Accustomed to working on diversified projects for both new construction and disaster aftermath cleanup and recovery. Proven exceptional project management, organizational abilities, and supervisory skills to assure success in performance planning, project development, and client satisfaction. Effective at implementing guidelines that led to the successful completion of years of projects within time and budget.

## Disaster Debris Management Experience

### CrowderGulf

*Managed Debris Removal Operations in Calcasieu Parish after Hurricane Laura* August 2020 - Current

- Coordinated all operations for a project with over 200 trucks removing over 98,000 cubic yards of debris daily.
- Assigned all trucks to specific zones and ensured all trucks were "cleaning as they go" to not skip piles.
- Located, leased, and permitted 12 Disaster Management Sites in strategic locations in Calcasieu Parish.
- Communicated seamlessly with the monitoring company and subs to make certain over 200 trucks had a monitor every day.
- Successfully managed a job that has removed and reduced 6,215,300 cubic yards of debris through January 2021.

*Managed Debris Removal in Western Bay County after Hurricane Michael* October 2018 – June 2019

- Running PUSH Operations to clear streets immediately after the storm.
- Locating and permitting suitable temporary Disaster Management Sites, mapping and plotting debris on all county roads.
- Debris estimations for the County, Delegating debris zones to subs and ensuring they adhere to assigned zones.
- Supervising operations at Debris Management Sites, Removed 1,993,900 cubic yards of debris from ROW at the end of 2020.

*Managed Debris Removal Operations in Dickinson, TX after flooding from Hurricane Harvey* September 2017 - March 2018

- Found a suitable temporary Disaster Management Site for increased efficiency of haul in and reduction of C&D.
- Communicated with the City on a daily basis to update on progress and to prioritize areas for debris pickup.
- Mapped and plotted all of the roads in the City and relaying the maps to trucks.
- Zoned the City maps and assigned zones to trucks, worked with Monitoring Company to ensure the job ran smoothly.
- Oversaw haul out of compacted debris to final disposal, set up and supervised pick up and disposal of White Goods & HHW.
- Successfully removed, reduced, and hauled to final disposal over 230,000 cubic yards of C&D.

## Additional Experience and Skills

### Poolwerx Dallas, TX

*Renovation Manager Responsible for Day-to-Day Operations of Construction Department.* January 2014 – September 2017

- Calling clients and scheduling appointments for a project consultation.
- Providing bids to customers in a timely fashion.
- Assisting clients with selection of finishes & details.
- Scheduling work with subcontractors upon acceptance of a bid.
- Communicating with the client throughout the renovation process.
- Ensuring the work being performed was of outstanding quality.
- Invoicing and collecting payment once the project was complete.
- Increased work capacity by hiring additional subcontractors and maintaining working relationships with existing subcontractors.
- Grew department revenue over 100% in three years while maintaining targeted margins.

## Education/Military

- University of North Texas 2002-2007
- Hospitality Management



**Areas of Expertise**

Dedicated construction professional with years of direct experience with a proven track record of success. Results-oriented leader with outstanding work ethic and proven leadership, negotiation and problem resolution abilities. Ability to motivate and maximize all levels of productivity. Excellent communicator able to build cohesive and productive relationships with people across all corporate levels. Experience or expertise in:

- ◆ Procurement/contract negotiation
- ◆ Electrical systems
- ◆ Team Building/Leadership
- ◆ Disaster Recovery
- ◆ Power distribution
- ◆ Demolition
- ◆ Underground utility installation
- ◆ Sports lighting installation
- ◆ Solar system installation

**Disaster Debris Management Experience****CrowderGulf – Mobile, AL****2016-Current****Senior Project Manager**

- Project Manager over city of Alexandria, Louisiana after Hurricane Laura swept through the State. Removed approximately 250,000 Cubic Yards of Debris.
- Oversight of storm debris clean-up for the City of Raleigh, North Carolina. This includes management of subcontractors and clean-up crews for the massive collection of storm debris. In addition, managed temporary debris area for the collection and disposal of vegetation and construction debris. After completion and close-out of Raleigh project, I performed similar oversight and storm clean-up management in Fayetteville, NC, post Hurricane Matthew.
- Managed extensive storm clean-up efforts in Port Arthur, TX, post Hurricane Harvey. This included management of subcontractors and clean-up crews, as well as management of multiple temporary debris areas. In addition, coordinated with various City, State and Federal governmental agencies.
- Managed substantial storm debris clean up expanding more than 30 miles in and around Panama City, FL, post Hurricane Michael. This included managed of deep ditch cleaning and extensive private property debris removal. Successfully completed the following projects for the United States Army Corps of Engineers:
  - ◆ Lakehurst Air Force Base Lakehurst, NJ – Repair of electrical distribution system – 2018
  - ◆ Dover Air Force Base Dover, DE – Complete construction of hydrant fuel system - 2018

**AshBritt Environmental, Deerfield Beach, FL****2016-2016****Senior Project Manager**

- Managed complete vessel recovery as a result of Hurricane Matthew storm impacts

**CURRENT CONSTRUCTION CORP - CURRENT ENVIRONMENTAL & DEMOLITION, Allentown, NJ****2012-2016****Vice President**

- Estimate and procure various electrical projects throughout the East Coast. This includes airport runway lighting and aviation construction underground utility projects, sports lighting installation and power distribution.
- Supervise various members of the construction team to ensure the successful completion of commercial and residential demolition projects including both interior and exterior demolitions.
- Performed clean-up efforts after Superstorm Sandy throughout many shore communities in New Jersey, totaling approximately 35% of all clean-up work in the state. Projects ranged from demolition of homes, installation of pilings to the raising and construction of homes, to the performance of marine vessel salvage.
- Managed the operation of pneumatic vacuum trucks in order to clean sand and sludge from underground mains in areas from Seaside Park to Point Pleasant, NJ.
- Supervised and performed marine vessel salvage and dredging of various channels and marinas in the Southern regions of the Jersey shore.
- Managed the building, operation and restoration of the largest temporary transfer station in Stafford Township, NJ.
- Maintain and adhere to all necessary code and construction compliance.

**LUCAS ELECTRIC COMPANY, INC. - LUCAS DEMOLITION & DISPOSAL, Hightstown, New Jersey****1995-2012****President**

- Built a high-performing team of managers and field personnel through interviewing and hiring of top level candidates. Supervise employees after hire.
- Managed many successful projects with various utility companies, such as PSE&G, JCP&L, Atlantic City Electric, Long Island Power Authority, Florida Power & Light and ConEdison.
- Managed extensive storm clean-up efforts in Southern New Jersey, post Hurricane Sandy. Completed various storm relief efforts including vessel recovery, debris collection, marina dredging and intercoastal waterway dredging.
- Successfully completed the following projects for the United States Army Corps of Engineers:
  - ◆ Assunpink Lake Trenton, NJ - Repairs to the Crew Course – 1984
  - ◆ World Trade Center, Manhattan NY / Liberty State Park, Jersey City NJ – Construction of temporary ferry terminal and Fresh Kills Landfill debris operations - 2001



- Supervised and directed crews of up to 350 employees, in order to successfully complete many large-scale construction projects.
- Managed contract execution of various electrical, general and solar construction projects, with values as high as \$9 million
- Supervised new natural gas line installations and underground high voltage lines for utility companies throughout New Jersey.
- Coordinated with Musco Sports Lighting and worked as their main installation contractor to install lighting systems at various major and minor league stadiums and schools throughout the Northeast region
- Managed and supervised various solar photovoltaic ground-mount and rooftop systems throughout New Jersey, with values as high as \$5 million
- Oversaw all processes and procedures related to banking, bonding, and insurance

**HENRY J. LUCAS ELECTRIC CO., INC.**

1990-1995

**Vice President**

- Coordinated with Controller in order to implement and monitor all accounting systems
- Coordinate with estimating and project management to ensure successful project implementation and completion
- Implement and maintain Company safety program
- Implement and maintain an effective marketing system to ensure a competitive presence in the construction industry

**Project Manager/Estimator**  
**Electrician (1979-1985)**

1985-1995

**Education / Licensing & Additional Training****MERCER COUNTY VOCATIONAL TECHNICAL SCHOOL - Electrical Construction**

West Windsor, NJ

**New Jersey Electrical Contractors License #9758****New Jersey A901 Disposal License****100-Ton US Coast Guard Captain's License****New Jersey CDL-A License with Medical Card****Transportation Worker Identification Credential (TWIC) Card****OSHA 10/30****First Aid Certification****Leadership / Community Involvement**

- BIG BROTHER/BIG SISTER OF MERCER COUNTY - Served as a mentor in the Big Brother program
- REAL ESTATE INVESTOR - Owned and managed several commercial and residential investment properties
- ENTREPRENEURIAL VENTURES - Owned and managed an auto body / collision center and laundromat in New Jersey.

## ROBERT (Lew) NAJOR

Project Manager

109 Woodmere Dr. Brewton, AL 36426 / (850) 393-9985 / [lnajor@crowdergulf.com](mailto:lnajor@crowdergulf.com)

### Disaster and Debris Related Projects

#### **CrowderGulf Quality Control Manager / Project Manager**

2018-2020

**Duties:** Implemented three phase Quality Control (QC) - Reviewed contract requirements - Created list of Definable Features of Work (DFOW) - Ensured quality of work and establish levels of workmanship - Check preliminary work and examined work areas to assure work has been accomplished - Checked for defective work and issued rework item logs for tracking and correcting - Performed QC on debris documentation - Ensured production rates of debris removal crews were being attained - Checked safety compliance - Provided weekly QC reports to Senior Project Manager - Implemented proactive intervention.

- **Hurricanes Laura, Sally, Delta & Zeta** - Current Activations 2020
- **Tropical Storm Imelda, Tornado/Flooding & Special Project** - Texas 2019
- **Hurricane Dorian** - South Carolina 2019
- **Hurricane Michael / Bay County, FL** 2018-2020  
Description: Oversaw QC of removal of 2 Million Cubic Yards of Debris  
Point of Contact: Reid Loper (678)477-3755
- **Hurricane Harvey / City of Baytown, TX** 2017-2018  
Description: Oversaw quality control of removal of 30,000 Cubic Yards of Debris  
Point of Contact: Reid Loper (678)477-3755
- **Hurricane Harvey / Brazoria County, TX** 2017-2018  
Description: Oversaw quality control of removal of 50,000 Cubic Yards of Debris  
Point of Contact: Reid Loper (678)477-3755

#### **Advanced Construction Project Manager**

2006-1995

**Duties:** Direct field oversight of debris operations - Sectoring/zoning work areas - Identifying and set up of DMS (Debris Management Sites) - Attended weekly client meeting and provide schedule updates - Ensured project was performed in accordance of the contract and specifications - Ensure project completion and closeout focusing on Safety, Quality, Cost and Schedule

- 2006 **Hurricane Ivan** Cape San Blas FL Beach renourishment  
Gulf County FL Beach restoration, debris removal  
Placement 100,000 CY Sand  
POC: EMA Director Marshall Nelson (850) 229-9111
- 2005-6 **Hurricane Katrina** Osyka MS Cleanup/Debris removal 30,000 CY  
Amite LA POC: Kerry Ott (601) 249-8978  
Cleanup/Debris removal 60,000 CY  
POC: Kirk Lee (985)969-6464
- 2004-5 **Hurricane Ivan** Perdido Key FL 150,000 CY Debris removal and reduction  
POC: Forrest Gibbs (251) 979-7283
- 2002 **Hurricane Damage/Erosion** Mexico Beach FL Beach renourishment, placement 100,000 CY Sand
- 2000-1 **Hurricane Beach Erosion** Cape San Blas FL Beach renourishment  
Gulf County FL 200,000 CY Beach restoration  
POC: EMA Director Marshall Nelson (850) 229-9111
- 1999 **Hurricane Erin** Escambia Co. FL Beach renourishment  
POC: Stephanie Holmes (850) 595-3434
- 1998 **Hurricane George** Cleanup and debris removal 50,000 CY  
POC: Dennis Brown (803) 712-8416
- 1995 **Hurricane Opal** Pensacola Beach FL Debris removal 300,000 CY  
POC: Pat Overton (850) 937-2130

## U.S. Army Corps of Engineer Related Experience

### **Quality Control Manager**

**Duties:** Responsible for inspecting, documenting, and reporting to the contracting officer all aspects of the work described and detailed in the plans and specifications. Responsible for implementing and enforcing the Quality Control Plan, Accident Prevention Plan & Environmental Protection Plan. Implemented the three phase

#### **Projects Completed in this Role:**

- **NOV-07A Levee Buildup / Empire, LA** 2015-2016  
Description: Low salinity fill / 200 000 Cubic Yards / Cost: \$11 Million  
Point of Contact: Jerry Baggett (504)858-7968
- **Navy/Marine Joint Strike Force Hangers / Eglin AFB, FL** 2009-2010  
Description: Site construction / Cost: \$3 Million  
Point of Contact: Brad McGauglin (601)497-6661
- **Mississippi River Levee Enlargement MRL #453 / Tallulah, LA** 2008-2009  
Description: Levee Enlargement Project / 300,000 Cubic Yards / Cost: \$5 Million  
Point of Contact: Lanny Robinson (601) 631-5124
- **Mississippi River Levee Buildup MRL #457 / Lake Providence, LA** 2007-2008  
Description: Levee Buildup Project / 700,000 Cubic Yards / Cost: \$10 Million  
Point of Contact: Lanny Robinson (601) 631-5124
- **Road and Drainage Upgrades / Hulbert AFB, FL** 2007  
Description: Site Underground Grading / Cost: \$5 Million  
Point of Contact: Joey Walker (904) 884-4370
- **Hurricane Charley-Operation Blue Roof / Port Charlotte, FL** 2004  
Description: Blue Roof Operations / Cost: \$4 Million  
Point of Contact: Jim Prescot (813) 230-5204
- **Restoration of Borrow Pits / Eglin AFB, FL** 1996  
Description: Restored Gov borrow pits on base / Cost: \$2 Million  
Point of Contact: Joey Walker (904) 884-4370
- **Mississippi River Flood Control / Martin, TN** 1994  
Description: Placement of Class II Rip Rap / 20 000 Tons Rip Rap / Cost: \$2 Million  
Point of Contact: Steve Kirkendall (314) 333-1043
- **Containment Dike Installation / Jackson, AL** 1993  
Description: Excavation of spoil dike / 200 000 Cubic Yards / Cost: \$4 Million  
Point of Contact: Ed Warren (205) 471-3887

### Education

- Auburn University (Bachelor's Degree) 1988 - 1990
- Jefferson Davis Community College (Associates Degree) 1987 - 1988
- Certified USACE Construction Project Management #784
- Florida underground utility excavation Contractor # CUCO57058
- Operation Blue Roof
- Certified Class B CDL
- 10 HR OSHA Training

# Howard Turner

Project Manager

## Experience

### CrowderGulf - Theodore, AL

#### Project Manager

2011-Present

- Over two decades of experience in disaster recovery and management industry
- Grinding at Temporary Disposal Storage & Reductions Sites (TDSRS) and secure additional sites when needed
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen
- Prepare bid proposals and manage post hurricane contracts for extra work not covered by pre-event hurricane contracts
- Planning and scheduling of crews and equipment to collect hurricane debris from public rights-of way
- Mediate all claims of property damage to satisfaction of property owner and municipality.
- Oversee debris reductions sites, schedule hauling and disposal of reduced vegetative material to final beneficial reuse sites.
- Oversee and schedule loading, transportation, disposal of wood fiber for beneficial reuse in nursery application, completion of debris and delivery of post reduction wood fiber
- Oversee verification and completion of tracking documentation for payment delivery tickets for invoicing and FEMA auditing
- Assist in loading and expediting of ship to final destination.
- Site restoration of temporary debris management sites to FEMA and municipality requirements

#### 2020 Hurricanes Laura, Sally, Delta & Zeta – Current Activations

#### 2019 Hurricane Dorian, Tropical Storm Imelda & Tornado's

#### 2018 Hurricane Michael, Florida

2018 Hurricane Florence, North Carolina - Senior Project Manager for hurricane debris pick-up and disposal in Fayetteville of over 160,000cy.

2017 – 2018 Hurricane Irma, Florida - Successful completion of hurricane debris pick-up and disposal in assigned areas. Debris management operation for numerous clients in the center portion of Florida. Two counties, Charlotte and DeSoto; two cities, Arcadia and Punta Gorda.

2011 – 2012 Hurricane Irene, Virginia - Successful completion of hurricane debris pick-up and disposal in assigned areas. York County, James City County, City of Williamsburg.

#### CrowderGulf Partner/Subcontractor

2003-2011

- Assisted CrowderGulf as primary and first liaison between the company, municipalities and FEMA requirements
- Grind-All has three disposal sites available within the Richmond area CVWMA region and thirteen local member jurisdiction and CrowderGulf for use as TDSRS's and/or final disposal sites
- Four existing grinders and support equipment available immediately
- Grind-All fleet of trucks and additional hauling capacity available for hauling of reduced debris to final disposal site(s)
- Richmond based company with ability to provide local resources for personnel and equipment for debris pick-up, reduction, and disposal

2004 - 2008 Consultant to CrowderGulf, Virginia and Florida - Assisted with preparation of bids for both existing pre-event contracts and requested bids and proposals end use of reduced debris not just storage

2004 - 2005 Hurricane Charley, Ft. Myers, Florida Area - Full responsibility for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, and site restoration. Liaison with municipalities, Corps of Engineers and FEMA. Successful completion of hurricane debris pick-up and disposal in assigned areas. Lee County (including Lehigh Acres, North Ft. Myers, Captiva, Pine Island, and Bonita Springs) and four cities and towns (Ft. Myers, Ft. Myers Beach, Cape Coral, Sanibel) and successful completion of C&D debris removal from Upper Captiva Island by boat.

2003 – 2004 Hurricane Isabel, Virginia - Successful completion of hurricane debris pick-up and disposal in assigned areas. Four counties and five cities and towns (Southampton, Suffolk, York, and James City Counties, Virginia Beach, Norfolk, Newport News, Suffolk, and Poquoson). Assisted with all aspects of disaster debris collection, recordation, reduction, damage claims and client contact. Responsible for TDSRS restorations. Successful loading and expediting of shipments to final destination for disposal of reduced debris both domestically and internationally.

## Previous Experience

### Grind-All Company – Moseley, VA

#### General Manager

1999–2003

- Day-to-day management overseeing scheduling and operations of four grinders, three screens, mulch coloring plant, and fifteen haulers, excavators, trucks, and miscellaneous equipment.
- Responsible for the operation of three dumping and grinding sites for preparation of mulch, topsoil and organic growing media.



# Amber Ramsay

Public/Community Relations and Marketing Manager

## Areas of Expertise

**DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS**

## Relevant Qualifications

- 25 years of experience in disaster recovery and marketing.

## Disaster Debris Management Experience

### CrowderGulf

1999-Present

#### *Community Relations/Media Manager*

- Liaison between CrowderGulf Project Managers in the field and US Army Corp of Engineers, elected officials, public works directors, the incident commander at the EOC (Emergency Operations Center) and clients
- Coordinate directly with PIO (Public Information Office) to manage release of information pertaining to debris recovery operations
- Assist in preparing media releases regarding debris segregation and scheduling
- Facilitate information flow to CrowderGulf Project Managers regarding FEMA eligibility criteria
- Establish and manage Community Debris Hotline
- Manage CrowderGulf's Damage Claim Program
- Conduct annual training for clients with existing contracts
- Represent CrowderGulf at national, regional and state professional conferences and seminars
- Participate in continuing education conferences pertaining to debris management

#### **Hurricanes Laura, Sally, Delta & Zeta (2020)**

- Current Activations

#### **Hurricane Dorian, TS Imelda & Tornado's (2019)**

#### **Hurricane Florence & Michael (2018)**

#### **Hurricane Irma (2017)**

- 61 Simultaneous Activations in FL

#### **Hurricane Harvey (2017)**

- 26 Simultaneous Activations in TX

#### **Hurricane Matthew (2016)**

- 46 Simultaneous Activations in SC

#### **Hurricane Hermine (2016)**

- City of Tallahassee, FL
- Leon County, FL

#### **Winter Storms, Flooding & Tornado (2015/16))**

- Various Disaster Debris Removal

#### **Sandy (2012-2013)**

- NJ Disaster Debris & Waterway Clean-up

#### **BP Horizon Oil Spill (2010-2012)**

- Baldwin County, FL
- City of Gulf Shores, AL
- City of Orange Beach, AL

#### **New York State Ice Storm (2006)**

#### **Hurricane Rita (2005)**

- US Army Corp of Engineers Contract
- Calcasieu Parish, LA
- City of Lake Charles, LA

#### **Hurricane Katrina (2005)**

- Pascagoula, MS

#### **Hurricane Ivan (2004)**

- Pascagoula, MS

#### **Hurricane Charley (2004)**

- Lee County, FL
- Town of Ft. Myers Beach, FL
- City of Ft. Myers, FL
- Sanibel Island, FL
- Captiva Island, FL

#### **Hurricane Charley Debris Projects (2004)**

- Volusia County, FL
- City of Palm Coast, FL
- City of Edgewater, FL

#### **Hurricane Fran Debris Project (1996)**

- City of Wilson, NC

#### **Hurricane Erin Debris Project (1995)**

- City of Pensacola, FL

#### **Hurricane Opal Debris Projects (1995)**

- Panama City, FL
- Bay County, FL

## Education & Certifications

- Bachelor of Science
- NIMS & FEMA Certified

Auburn University, Auburn, AL

# Gina Walley

Accounts Receivable /Documentation Specialist

## Areas of Expertise

DOCUMENTATION SPECIALIST; DATA ANALYSIS SPECIALIST; ACCOUNTS RECEIVABLE MANAGER; DATABASE MANAGER

## Relevant Qualifications & Experience

2004 THROUGH PRESENT

### DOCUMENTATION SPECIALIST

- Documentation management
  - Ensure that documentation has been provided and that it is accurate and sufficient to record the work completed
- Historical data preservation & experience for proposals
  - Provide tables & charts with accurate figures from past projects to display CrowderGulf's accomplished work

### DATA ANALYSIS SPECIALIST

- Data analysis
  - Review data for accuracy and capture necessary information directed by the contract
- Audit assistance and investigation
  - Assist and provide Client's necessary documentation and analyze reports to respond to questions during an audit

### ACCOUNTS RECEIVABLE MANAGER

- Invoicing clients from reconciled data
  - Create accurate invoices from Client preferences and contract specifics
- Client and Client representative relations for reconciliation and documentation
  - Work with Clients and their representatives to reconcile data adhering to specific timelines and satisfaction goals

### DATABASE MANAGER

- Database development, creation and management
  - Assisted in development of innovative database that assists in more accurate capture of data
  - Created a database specific to each Client's and event/project needs
- Contract knowledge as it pertains to documentation, pricing line items and invoicing
  - Review contract requirements and scope of work and define the best process to capture the required data

### STORM RELATED EXPERIENCE (PARTIAL LISTING)

2020 Hurricane Zeta	7 Current Activations in MS	
2020 Hurricane Delta	1 Current Activation in TX	
2020 Hurricane Sally	10 Current Activations in AL & FL	
2020 Hurricane Laura	8 Current Activations in LA	
2018 Hurricane Michael	>1,032 invoices reconciled & generated	22 Client data projects managed
2018 Hurricane Florence	>235 invoices reconciled & generated	64 Client data projects managed
2017 Hurricane Irma	>1,386 invoices reconciled & generated	28 databases created & managed
2017 Hurricane Harvey	>479 invoices reconciled & generated	49 databases created & managed
2016 Hurricane Matthew	>590 invoices reconciled & generated	4 databases created & managed
2016 Hurricane Hermine	>25 invoices reconciled & generated	12 databases created & managed
2016 TORNADOS/FLOODING	>115 invoices reconciled & generated	6 databases created & managed
2015 Ice Storm/FLOODING/Severe Weather	>65 invoices reconciled & generated	12 databases created & managed
2014 Severe Storms	>46 invoices reconciled & generated	7 databases created & managed
2014 Ice Storm Pax. Ulysses	>24 invoices reconciled & generated	3 databases created & managed
2012 Hurricane Sandy	>80 invoices reconciled & generated	6 databases created & managed
2012 Hurricane Isaac	>16 invoices reconciled & generated	29 databases created & managed
2011 Hurricane Irene	>153 invoices reconciled & generated	8 databases created & managed
2011 Tornado Recovery	>63 invoices reconciled & generated	100 databases created & managed
2008 Hurricane Ike	>2,350 invoices reconciled & generated	33 databases created & managed
2005 Hurricane Wilma	>33 invoices reconciled & generated	18 databases managed
2005 Hurricane Rita	>18 invoices reconciled & generated	49 databases managed
2005 Hurricane Katrina	>186 invoices reconciled & generated	

## Education

- ❖ University of Southern Mississippi, Paralegal Studies
- ❖ Remington College, Electronics & Computer Engineering Technology
- ❖ Faulkner State Community College, Undergraduate Studies

# Jenny Todd Weaver

## Subcontractor Compliance Manager

### Areas of Expertise

SUBCONTRACTS; MINORITY AND DISADVANTAGED BUSINESS INVOLVEMENT; RFP PREPARATION

### Relevant Qualifications

- Fifteen years of experience in disaster recovery and management
- Strong legal background
- Nine years proposal preparation
- Managed subcontractor activations over various simultaneous events for CrowderGulf's disaster debris projects

### Disaster Debris Management Experience

#### CrowderGulf

2008-Present

##### Subcontractor S/WMBE Compliance Manager

- Subcontract execution during activations. Insurance compliance and subcontractor reconciliation oversight.
- Manage subcontractor compliance with all state and federal requirements
- Develop and implement Company SMBE utilization plan.
- Continually solicit local subcontractors and MBEs during and after the bidding process to maintain client goals.
- Assist in Proposal organization and review

##### Contract Analyst/Administrator

2006-2008

- Assist in Pre-Event Request for Proposal preparation and overviews of all existing contracts
- Accounts receivable/payable oversight.
- Manage Subcontractor Database

##### Data Management Analyst/Specialist

2005-2006

- Managed and maintained debris area databases, while organizing all debris ticketing and field certifications
- Implemented deductive reasoning and problem solving with field errors
- Maintained and analyzed all reconciliation records for the various debris locations
- Performed investigations into all discrepancies over payroll and hauling of Subcontractors
- Prepared final reconciliations between Municipalities and Subcontractors invoices for weekend payroll

##### Activations Worked:

**Hurricane Zeta (2020)** – Current 1 Activation in Mississippi  
**Hurricane Delta (2020)** – Current 1 Activation in Texas  
**Hurricane Sally (2020)** – Current 10 Activations in Alabama & Florida  
**Hurricane Laura (2020)** – Current 8 Activations in Louisiana

**Tornado & Special Project (2019)**  
2 Activations in Texas

**Tropical Storm Imelda (2019)**  
1 Activation Montgomery Co. TX

**Hurricane Dorian (2019)**  
2 Activations South Carolina

**Hurricane Michael (2018-20)**  
61 Activations throughout Florida Georgia

**Hurricane Florence (2018)**  
21 Activations throughout North & South Carolina

**Hurricane Irma (2017)**  
61 Activations throughout Florida

**Hurricane Harvey (2017)**  
26 Activations throughout Texas

**Hurricane Matthew (2016)**  
46 Activations throughout the East Coast

**Hurricane Hermine (2016)**  
2 Activations in Florida

**Sever Storms, Flooding & Tornadoes (2015/16)**  
Debris Removal Services for various municipalities

**Ice Storms Pax and Ulysses (2014)**  
3 Activations over North and South Carolina

**Hurricane Sandy Debris Projects (2012/13)**  
2 activations for Kitty Hawk NC and  
State of New Jersey

**Hurricane Isaac Debris Projects (2012)**  
9 activations over 3 States

**BP Oil Spill (2010/12)**  
1,200 People and 700 pieces of equipment  
Baldwin County Town of Dauphin Island,  
Cities of Gulf Shores & Orange Beach AL

**Tornadoes April and May Outbreak (2011)**  
Various activations over Alabama Missouri and Florida

**Hurricane Irene Debris Projects (2011)**  
24 activations over North Carolina & Virginia. Six additionally awarded

**Hurricane Ike Debris Projects (2008)**  
36 activations over 3 states with over 200 Subcontractors activated

**Hurricanes Katrina, Rita & Wilma (2005)**  
56 Activations over 5 states activating over 500 subcontractors for  
Debris Projects

### Education

- Bachelor of Science, Marketing/Minor in Mathematics
- Associates Degree, General Studies

University of Alabama Tuscaloosa AL  
Faulkner State Community College, Bay Minette, AL



Equipment List

2021 CrowderGulf Company-Owned Equipment List			
DEBRIS REMOVAL TRUCKS			
Year	Make	Model	VIN
1998	Mack	Debris/Combo	1M2AD62C9WW006285
1995	Western Star	Debris/Combo	2WLPCCH25K937391
2002	Kenworth	Debris/Combo	1NKDLB0X72J884158
2013	Peterbilt	367 Debris/Combo	1NPTX4EX7DD178887
2014	Peterbilt	367 Debris/Combo	1NPTX4EX4ED237394
2013	Peterbilt	389 Debris/Combo	1XPXD49X4DD192224
2016	Peterbilt	367 Debris/Combo	1NPTX4EX7GD292571
2017	Peterbilt	389 Debris/Combo	1XPXP4TX4HD408644
2017	Peterbilt	367 Debris/Combo	1NPTX4EX9HD412906
2017	Peterbilt	367 Debris/Combo	1NPTX4EX5HD449323
2018	Peterbilt	389 Debris/Combo	1XPXD40X1JD452166
2015	Kenworth	T800 Debris/Combo	1XKDD49X5FJ436315
2018	Peterbilt	389 Debris/Combo	1XPXD0X8JD480600
2018	Peterbilt	367 Debris/Combo	1NPTXX4EX8JD488588
2018	Peterbilt	367 Debris/Combo	1NPTX4EX3JD492774
2018	Peterbilt	367 Debris/Combo	1NPTX4EX5JD492775
2018	Peterbilt	389 Debris/Combo	1XPXD40X3JD498730
SEMI TRUCKS			
Year	Make	Model	VIN
2017	Mack	CHU613	1M1AN07Y0HM026412
2017	Mack	CHU613	1M1AN07Y8HM025816
2017	Mack	CHU613	1M1AN07Y6HM026415
2017	Mack	CHU613	1M1AN07Y0HM026409
2017	Mack	CHU613	1M1AN07Y4HM025814
2013	Mack	CHU613	1M1AN07Y7DM013439
2014	Mack	CHU613	1M1AN07Y2EM015665
2013	Mack	CHU613	1M1AN07Y6DM013416
2006	Kenworth	T800	1XKDPBTX96J145904
2014	Mack	CHU613	1M1AN07Y0EM015664
2012	Kenworth	T800	1XKDD49X3CJ309350
PICK UP TRUCKS			
TYPE		# OF TRUCKS	
½ Ton 1500 or Equivalent Pick Up		14	
¾ Ton 2500 or Equivalent Pick Up		9	
1 Ton 3500 or Equivalent Pick Up		11	
Greater than 1 Ton or Equivalent Pick Up		7	





TRAILERS			
Year	Make	Model	VIN
2018	Clement Monstar	End Dump	5C2BR45BXJM010613
2018	Clement Scrapstar	End Dump	5C2BF37B0JM010653
2018	Clement Scrapstar	End Dump	5C2BF37B2JM010654
2017	Clement	End Dump	5MADN4024FC033420
2005	Benson	End Dump	5DMDSAGC45M000757
2005	Mac	End Dump	5MADS35385C008667
2018	Stealth	End Dump	52LBE1627JE06410
1997	Vantage	End Dump	4EPAA029VATA1459
1997	Vantage	End Dump	4EPAA4024VATA1515
1997	Vantage	End Dump	4EPAA021VATA1536
1997	Vantage	End Dump	4EPAA4022VATA1545
2018	Brazos	Scrapper/End Dump	4B9BKDL29JH054106
2018	Brazos	Scrapper/End Dump	4B9BKDLL24JH054126
2002	MAC	End Dump	5MADS363130005105
1995	USTS	End Dump	1U9DS3637S1051511
2005	MAC	End Dump	5MADS353050009294
2001	MAC	End Dump	5MADS356321C00439
1994	Benson	End Dump	1NUDT38P8RMAS0247
1995	Vantage	End Dump	4EPAA3922SATA0615
1987	ACCURATE IND.	End Dump	1A9754025H4037546
1990	Tristar	End Dump	1T9DS36C8L1066822
1998	USTS	End Dump	1U9DS3229W1051699
2001	Benson	End Dump	5DMDSAHC41P000376
1993	JBEN	End Dump	9DT3626PPJBB021
2007	Palmar	Dump Trailer	4R7BD1624HT163081
2018	Mac	Walking Floor	5MAMN4821JW044659
2016	Titan	Walking Floor	2TVWF4826GD000602
2018	Mac	Walking Floor	5MAMN4823JW045280
2011	Rolls Rite	Tilt Top	1R9PT2229BM356115
2017	Rolls Rite	Tilt Top	1R9BT222XHM356286
2018	Rolls Rite	Tilt Top	1R9PT2227JM356001
2016	Talbert	Roll-Back	40FG05336G1035421
1999	Dynawell	Lowboy	HU181DGX7X1X38407
2017	Talbert	Lowboy	40FSK5132H1035957
2017	Talbert	Lowboy	40FSK5239H1035971
2018	Transcraft	Step Deck	1TTE532C8J3070477
2018	Transcraft	Step Deck	1TTE532C1J3083796



WHEEL LOADERS			
Year	Make	Model	VIN
2003	CAT	924G	09SW01095
2003	Komatsu	WA180	2MCA88062
2005	CAT	928G	6XR02028
1998	CAT	962G	5AS00263
2004	CAT	IT28G	DBT01424
2001	CAT	924G	9SW02009
2004	John Deere	644H	DW644HX586668
2004	John Deere	724H	DW24JX590345
2005	CAT	IT38	CSX00926
2005	CAT	924G	DDA2478
2006	CAT	924G	DDA02934
2007	CAT	950G	2JS00604
2009	CAT	930H	DHC01497
2014	CAT	924G	9SW01859
2011	CAT	930H	DHC02274
2014	CAT	908H	CAT0908HJJRD01594
2016	CAT	908M	CAT0908MJH8801071
2017	John Deere	624K	1DW624KZCGF674473
2017	John Deere	624K	1DW624KZLGF676803
2017	CAT	908M	CAT0908MCH8801198
2017	CAT	908M	H8800928
2015	CAT	914K	CD2000596
2017	John Deere	644K	1DW644KZJHF680047
2018	CAT	908M	CAT0908MCH8802397
EXCAVATORS			
Year	Make	Model	VIN
2016	John Deere	210G	1FF210GXHGF523928
2014	John Deere	300G	1FF300GXHDF710007
2017	John Deere	60G Mini	1FF060GXKGJ288041
2017	CAT	308	308E2CRSB-FJX08636
2017	John Deere	245G	1FF245GXCHF800280
1990	John Deere	70D	CK0070DD009556
2001	John Deere	330LC	FF0330X0870719
2001	John Deere	200LC	FF0200X500888
2000	John Deere	160LC	POO160X041413
2001	Komatsu	PC60	58212
2002	Hitachi	EX120	1E8P057533
2002	Hitachi	EX120	1E8P057534
1999	Bobcat	331X	512918815
2001	Bobcat	331X	512918429
2003	Komatsu	PC35	4207
1999	Kobelco	SK220LC	LLU2438



EXCAVATORS			
Year	Make	Model	VIN
2004	Kobelco	SK70SR	YT01-03382
2004	Komatsu	200	KMTPCO49K87C5037
2004	Hyundai	R55W3	10014
2002	JD	200C-LC	FF200CX505406
2004	CAT	330CL	DKY 02901
2001	Case	9007B	DAC0072321
2005	CAT	325CL	CAT0325CVCRB01486
2001	CAT	320CL	PAB04298
2005	CAT	M318C	CATM318CKBC201044
2005	CAT	325CL	CAT0325CEBFE01812
2004	CAT	320	PAB01355
2003	CAT	325CL	CRB00550
2005	Komatsu	PC35 MR-2	KMTPC096T05006313
2006	John Deere	120-C	FF120CX035517
2006	Kubota	U35SS	30398
2006	Kubota	U35SS	30251
2006	Cat	320CL	PAB4383
2007	Cat	328D LCR	GTN139
2008	Kubota	KX913R1S	31194
2006	Kobelco	SK70SR-1E	YT0408468
2007	Cat	302.5	CAT3025CJGBB01604
2008	Cat	321 CL CR	MCF00918
2005	John Deere	450C - LC	FF450CX091778
2009	Cat	322CL	HEK00647
2008	Cat	330D	HAS292
2006	Volvo	EC140BLC	EC140V12265
2010	John Deere	120-C	FF120CX036343
2009	Cat	314CL CR	PCA01891
2010	Cat	328D CLR	CAT0328DTGTN00403
2011	John Deere	35D	1FF035DXJBG266218
LOADER - BACKHOE			
Year	Make	Model	VIN
1999	CAT	426	1ZR00479
2001	Kubota	L35	L3560624
2003	John Deere	310SG	TO310SG909356
2005	JS	310E	TO310EX853300
2001	CAT	416C	4ZN20996
2004	CAT	416D	4ZN24364
2004	John Deere	310E	TO310EX884694
2004	CAT	416C	5YN06630
2006	CAT	416C IT	1WR10173



**CrowderGulf**  
RFP for Debris Management and Removal Services  
City of Iowa Colony, TX

2006	CAT	420D	FDP26873
2006	John Deere	310G	T0310GX937710
2001	CAT	416C	4ZN24603

DOZERS			
Year	Make	Model	VIN
1992	John Deere	450G	T0450GF87820
1999	John Deere	750H	T0750CX877301
2004	CAT	D3JXL	CAT00D3GCJMH00732
2005	John Deere	450-J	T0450JX104665
2005	John Deere	650J	T0650JX111587
2004	CAT	D6N	CAT00D6NVALY00800
1999	John Deere	450H	T0450HX922582
2004	John Deere	550H	T0550HX937488
2005	CAT	D6R	AAX01404
2005	CAT	D5N	AKD1461
2006	John Deere	450-JLT	T0450JX122072
2001	John Deere	450J	T0450JX103785
2008	Komatsu	D39PX-22	3059
2006	CAT	D3GLGP	BYR01437
2010	CAT	D5K LGPARO	CAT00D5KJYYY00703
2008	CAT	D3K LGP	LLL00568
2011	CAT	D3K LGP	LLL00382
2011	CAT	D3K LGP	LLL00388
2011	John Deere	450-J LGP	T0450JX181468
2011	John Deere	650-J	T0650JX173003

FORK LIFTS			
Year	Make	Model	VIN
2000	CAT	V80F	9NF00658
1997	Hyster	H50XL	A177B31212K
2000	JCB	506	578972
1995	Nissan	50	PF02-9H3269
2001	CAT	GC25	4FM04520
2004	CAT	480F	9NF00558
2007	Yale	543372	GLP11MCNSB098
2001	CAT	2EC20	A2F0260387
2002	CAT	V60B	52J00932
1999	CAT	CG25	4EM91233
2007	CAT	TH63	5WM03130
2001	CAT	GC25	4EM04516
1997	Terex	TH1048C	TH1006A-8401
2005	JCB	930	SLP930025E0824674





GENERATORS			
Year	Make	Model	VIN
	Onan Genset	50D6CA	6920476659
1999	Nissha	NES25SIA	XJ010300
1999	Nissha	NES60SIA	KF010300
2004	Dewalt	4300	GCO44627903DGC4300
2003	Coleman	9110619	DMO545005
2006	Miller Bobcat	250NT	LC492887
2006	Miller Bobcat	250NT	LE209010
2006	Miller Bobcat	250NT	LF205099
2011	Generac	97A06245-S	2038141
2007	Miller Bobcat	250NT	LC574759
2013	Honda	6500Watt	EAPC-1010707
2011	Magnum	MMG55FH 45kW	800390
2011	Magnum	MMG35FH 25kW	73344
2011	Magnum	MMG35FH 25kW	73345
2011	Magnum	MMG35FH 25kW	73318
SKID STEER LOADERS			
Year	Make	Model	VIN
1997	Bobcat	763	512222048
2001	Bobcat	763	512217575
1996	Bobcat	873	514120441
2002	CAT	236	CAT00236J4YZ04709
2005	Bobcat	T300	521912526
2007	Caterpillar	262B	PDT01685
	Caterpillar	277C	CAT0277CTJWF00578
2006	Daewoo	155XL	AG00211
2006	Bobcat	T190	531614194
2006	Caterpillar	246B	CAT0246BLPAT03480
2006	Bobcat	T300	530012266
2010	Caterpillar	268B	CAT0268BJLBA01424
2010	Caterpillar	299C HF	MBT01588
2011	Bobcat	T300	525415845
2008	JD	650-J	T0650JX173003
2016	Cat	279D	CAT0279DEGTL03016
2018	Cat	299D	CAT0299DLFD203290



MARINE DIVISION			
Year	Make	Vessel #	Capacity
2003	27' Scout Boat	010 / Bayou Bandit	12,000 lbs.
1990	24' Debris Boat	015 / Betsie	16,000 lbs.
1995	18' Vessel	018 / Trisha	Personnel Only
1990	Debris Boat	002 / Bertram	12,000 lbs.
2001	24' Flat Boat w/Boom	001 / Pamela	18,000 lbs.
2003	18' Deck Boat w/Boom	002 / Decker	16,000 lbs.
2004	27' Deck Boat w/Boom	009 / BT Express	20,000 lbs.
2011	32' Deck Boat w/Boom	020 / CG Girl	24,000 lbs.
1999	30' Picker Barge	022 / Johnzey	18,000 lbs.
BARGES			
Size	Type - Material	Capacity	Notes
24'x8'	Debris Barge - Fiberglass	8,000 lbs.	Shallow Draft Barge
28'x8.5'	Debris Barge - Aluminum	12,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Steel	14,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Fiberglass	14,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Aluminum	14,000 lbs.	Shallow Draft Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs.	Deck Barge
40'x11'	Debris Picker Barge w/ Grapple - Steel	20,000 lbs.	Shallow Draft Barge
48'x12'	12" Hyd Dredge - Steel	N/A	15' Dredging Depth - 36" Pump
50'x20'	Spud Barge - Steel	40,000 lbs.	Shallow Draft Spud Barge
55'x11'	Debris Picker Barge w/ Grapple - Steel	24,000 lbs.	Shallow Draft Barge
120'x30'	Deck Barge - Steel	150 Tons	Deep Draft Barge
120'x30'	Deck Barge - Steel	150 Tons	Deep Draft Barge



## Mobilizing Large Workforces



### Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in the City of Iowa Colony as quickly as possible.

The following is a partial list of company-owned equipment available for use in any debris operation:

<b>EQUIPMENT</b>	<b>UNITS</b>
• Self-Loading Trucks; (30 – 100 cubic yards)	65
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

### Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

*All equipment shall meet all federal, state and local regulations.*

### Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the City.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.





### Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize qualified local subcontractors to the maximum extent possible in compliance with 44 CFR 206.10. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf **has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their equipment listed in our database, in relation to the State of Texas.**

Subcontractor Information	Regional	TX	US. 2021
<b>Number of Registered Subcontractors</b>	<b>267</b>	<b>368</b>	<b>3498</b>
Subcontractor Equipment	Regional	TX	US. 2021
Dump Trucks (16-65)	2004	3348	19102
Pick up w/ dump trucks	427	990	5142
Knuckle-boom trucks	363	632	3074
Wheel Loader 50hp – 150hp	395	798	5933
5 ton Pickup truck	460	1075	7477
Hydraulic Excavator 50hp-150hp	658	1146	7147
Trailer Mounted floodlight	280	410	1761
Low-bed Trailer w/ tractor	182	380	2303
Water Truck	97	196	1106
Air Curtain Burner	35	48	436
Backhoe w/ loader 15	223	400	1917
Dozer, 2-3 yd blade/root rake blade D7	340	592	3878
Grader, Motor, 12 ft blade 130-140hp	96	183	842
Chipper	42	129	1453
Tub Grinder 300-400 hp & 800-1000 hp	58	111	1040
Self loading trucks	318	620	4953
Skid steer 40 hp – 80 hp	537	1258	8560
C&D Walking Floor 80-110 CY	96	235	2027
Mulch Trailer 80-110 CY	52	160	1373
Bucket Trucks	210	346	3269
Barges	77	116	1296
Work Boats	100	142	1528
Vacuum Trucks	243	297	1824

Texas Subcontractor Statistics	Regional	TX
Small Business	179	368
M/WBE, HUB, SDB or Veteran Certified	121	289
Push Crews	86	194
Debris Haulers	212	429
Marine Debris	15	30
Haul Outs	8	16
Grinding	10	23
Burning	5	7
Concrete Reduction	3	4
Recycling	4	9
Tree Work	7	19



## ➤ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, [www.crowdergulf.com](http://www.crowdergulf.com), to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



## Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.



8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to [www.crowdergulf.com](http://www.crowdergulf.com) to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

### **Subcontracting Policy**

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

### **Understanding Requirements**

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:





### **Steps in the Process:**

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, [www.crowdergulf.com](http://www.crowdergulf.com), or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
  - a. Verification through one or more of the following websites:
    - The **System for Award Management (SAM)** is a **Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor(<https://www.sam.gov/>)
    - SBA HUBZone Search-confirmation, ([http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm))
    - Dun and Bradstreet, (<https://sso.dnbi.com>)
  - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
  - c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

**"CrowderGulf is a company with great integrity, is extremely dedicated to their customers and their work, and is entirely one of the best contractors we have worked for...there is not a project or request by CrowderGulf we would ever turn down."**

*Steve St. George*



## Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

## Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200.**

## Affirmative Steps Include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400 subcontractors** with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

## M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

2021 Potential TX Galveston – Brazoria Regional Subcontractors	Address	City	ST	Zip	SmBus	MWBEs
15/16, C&S Construction	17700 HWY 3	Webster	TX	77598	1	
1983 U. C. I.	519 Wisconsin	South Houston	TX	77587	1	1
4 J's Services, Inc	1410 County Rd 63 / PO Box 646	Rosharon	TX	77583	1	
4L Construction Services	590 Longwood Lane	Conroe	TX	77302	1	
A & A Trucking, LLC. (aka AA Dump Truck, LLC.)	418 E. Texas Ave.	Baytown	TX	77520	1	1
A & M Remediation & Dirtwork	P.O. Box 2452	Crystal Beach	TX	77650	1	2
A. Demolition	P.O. Box 14711	Houston	TX	77021	1	
AAA Dumpsters, LLC	P.O Box 357	Danbury	TX	77534	1	
AAM Contractors Unlimited LLC	233 3rd St	Brazoria	TX	77422	1	1
AD Construction & Development	5512 Gulf Freeway	Houston	TX	77023	1	
ADCORP Sign Systems, LLC.	10965 Hwy 242	Conroe	TX	77385	1	





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2021 Potential TX Galveston – Brazoria Regional Subcontractors	Address	City	ST	Zip	SmBus	MWBEs
Aerotek	11025 Equity DR	Houston	TX	77041		
Affinity Professional Group, LLC.	13831 NW FWY Ste. 237	Houston	TX	77040	1	4
Affordable Land Services LLC	522 CR 105	Devers	TX	77538	1	
AG Excavation Construction, LLC	C/O 19931 Fort Davis Court	Katy	TX	77449	1	
AIMM Technologies, Inc.	801 Hwy 146 N	Texas City	TX	77590	1	1
Algoa Construction	1340 Algoa Rd.	Alvin	TX	77511	1	
All In One Demolition Inc	10114 Hook Street	Houston	TX	77064	1	
All-N-One Services, LLC.	12115 English Brook Circle	Humble	TX	77346	1	3
Angel Padilla	4905 24th Street	Dickinson	TX	77518		1
Apache Waste	5601 Loma Linda St	Houston	TX	77085	1	
APEC, LLC	1409 39th St	Galveston	TX	77550	1	2
Archie Debris Removal Services	14619 Castle Cove Lane	Houston	TX	77044	1	1
Argosy Barge Lines, LLC	4747 Bellaire Blvd, Suite 275	Bellaire	TX	77401		
Arredondos Trucking	5045 Hauna Ln	Dickinson	TX	77539		
Ashtead Technology, Inc.	19407 Park Row, Ste. 170	Houston	TX	77084		
Astro Fence Company	410 North Loop 336 West	Conroe	TX	77301		1
B N T Services, LLC.	51 Bird Farm Rd.	Huntsville	TX	77320	1	
B Smith Contractors Inc.	P.O. Box 38856	Houston	TX	77238		1
B_N_T Services, LLC.	51 Bird Farm Rd.	Huntsville	TX	77320	1	
Bane Machinery Houston LTD	505 Rankin Rd	Houston	TX	77073		
Base Construction	7555 FM 2004 Bldg 2	Hitchcock	TX	77563	1	
Bay Area Industrial Contractors, Ltd.	1606 Sens Rd	La Porte	TX	77571		1
Bayside Equipment, Inc.	P.O. Box 1263	Anahuac	TX	77514		
Bayway Homes	P.O. Box 1477	Friendswood	TX	77546	1	
Better Land Company, LLC.	1720 Pampas Trail Dr	Friendswood	TX	77546	1	
Blue Collar Home Services-	1029 Hwy 6 North	Houston	TX	77079		1
Bob's Construction Co., Inc.	10862 Circle DR	Willis	TX	77318		
Boswell & Son Construction Services	20027 Indigo Lake DR	Magnolia	TX	77355	1	2
Brayland Properties	6938 New York St.	Houston	TX	77021		1
Brazos Sand Supply Company	17127 CR 39	Rosharon	TX	77583	1	
BRH-Garver Construction LP	7600 S Santa Fe, Bldg A1-E	Houston	TX	77061		
Bruce Construction Management	2303 Legends Shore Dr	Spring	TX	77386		
BTLS (Beach Town Lawn Service)	23 Cozumel Cir	Galveston	TX	77554	1	
Bud Lee Services, LLC.	1400 North Fulton St.	Wharton	TX	77488	1	
C.R.S. Disaster Recovery	36111 Mildred Ln	Pinehurst	TX	77362		
C5 Construction, Inc.	13103 Lazy Ln	Willis	TX	77318	1	1
Cam Light (DBA: Cam Light Video Production)	510 Old Magnolia Rd.	Conroe	TX	77304		2
Cameron Recycling	20939 Hwy 6	Manvel	TX	77578		
CAR Mobile Dustless Blasting	412 West Duncan	Alvin	TX	77511		
Cardinal Culinary Services	5950 FM 517 Rd	Alvin	TX	77511	1	
Cardinal Customized Services	5950 FM 517 Rd	Alvin	TX	77511	1	
Caron Services Inc.	17202 Butera RD	Magnolia	TX	77355	1	
Carr Construction Services	6341 Stewart Rd	Galveston	TX	77551	1	
Cecil W. Parker	P.O. Box 6	Mont Belvieu	TX	77580		
Chaney Land Group	P.O. Box 533	Bacliff	TX	77518	1	
Cherry	6131 Selinsky	Houston	TX	77048		
Chris Drake Construction	11438 Stidham Rd.	Conroe	TX	77302	1	
Chris Peters	12803 Brigham Lane	Sante Fe	TX	77517	1	



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Cinco International Group	915 S. 8th, Ste B	La Porte	TX	77572	1		3
Clean Harbors Environmental Services	500 Independence Pkwy South	La Porte	TX	77571			
Clean Harbors Environmental Services	2204 Genoa Red Bluff	Houston	TX	77034			
Clinton Kilgore	230 22nd St	San Leon	TX	77539	1		
CLM Equipment Company, Inc.	13727 East I-10	Baytown	TX	77523			
Clubb Equipment	20195 Heights Blvd	New Caney	TX	77357	1		
Clyde Vick Logging & Construction	13781 Old Texaco Camp Rd	Conroe	TX	77302			1
CNY Trucking	1314 Cross Valley	Sugarland	TX	77479	1		
Coastal Maintenance (CMI)	PO Box 1933	Friendswood	TX	77549	1		
Coastal Safety & Environmental, Inc.	900 Anders Ln, Ste. 6	Kemah	TX	77565	1		2
Compacta Construction Inc.	9418 FM 2920	Tomball	TX	77375	1		
Corrigan Consulting, Inc.	12000 Aerospace Ave, Ste 450	Houston	TX	77034			
Cottonwood Debris Company	5443 Katy Hockley Cut Off	Katy	TX	77493			
Coyote Construction & Trucking	19696 Hastings Rd	Alvin	TX	77511			1
CPHP Ventures	13911 Turning Spring Lane	Houston	TX	77044	1		3
CRG Unlimited	9950 Westpark Ste 290	Houston	TX	77063	1		
Cypress Landscape Services	3606 7 Mile Rd.	Galveston	TX	77554	1		
D&A Demolition	426 Croom Dr	Wharton	TX	77488	1		
Deneal and Company LLC	PO Box 846	Cleveland	TX	77328			
DFW Texas Builders, Inc.	4820 Pean Street, Unit O	Galveston	TX	77554	1		
Direct Waste Solutions	7718 VALLEY VIEW LN	Houston	TX	77074	1		
Dirt Cheap Mulch Company, Inc.	4460 FM 1960 E	Humble	TX	77346	1		1
Disaster "R" Us	P.O. Box 7615	The Woodlands	TX	77387	1		2
Double J Land Clearing & Construction, Inc.	P.O. Box 7183	Conroe	TX	77306			
DP Woody's Construction, LP	17751 East FM 1097	Willis	TX	77378	1		
Dredgit Environmental	701 N. Post Oak, Ste. 350	Houston	TX	77024	1		1
DSWoods Trucking Texas LLC	9711 S Mason Rd Ste 123 #128	Richmond	TX	77407			3
DTS Disaster Recovery	8218 Deer Lodge	Magnolia	TX	77354	1		
Durham Enterprise	7640 Bellfort, Ste. B	Houston	TX	77061	1		1
Duty and Daughters, LLC	19901 Southwest Freeway Suite 103	Sugar Land	TX	77479	1		1
Duty Construction Inc.	1507 Haddon St.	Houston	TX	77006	1		
Earthworx	4229 Spring Stuebner	Spring	TX	77389	1		
Effective Environmental, Inc.	2025 Turning Basin	Houston	TX	77029			
Enviroteck	26623 Each Creek	New Caney	TX	77357	1		1
Ernest Robinson	6309 Park Ave	Texas City	TX	77591			1
ETLM Group, Inc.	9900 Westpark, Ste. 316	Houston	TX	77063	1		1
Everglades Service Co, LLC	6023 Stewart Rd. #271	Galveston	TX	77551	1		1
Exceptional Tractor Works LLC	P.O. Box 623	Angleton	TX	77516			
F & M Service	P.O. Box 3472	Galveston	TX	77550	1		2
Faulkner Land Clearing	10491 Rutherford Rd	Cleveland	TX	77328			1
FCC Environmental	4415 Green Wood	Baytown	TX	77523			
FireHorse Procurement & Logistics, LLC	5177 Richmond Ave Suite 505	Houston	TX	77056	1		
First Command Emergency Response Team	PO Box 7056	Baytown	TX	77522			
Flamingo Gardens Inc.	814 East 61st. St	Galveston	TX	77551	1		
For Change By Change Construcion Services	16985 West Forrestal	Montgomery	TX	77316	1		2
Fourteen Enterprises, Inc.	306 Priscilla Ct	Houston	TX	77015			1
Franco's Trucking	11511 Sheridan	Houston	TX	77016	1		
Fransisco & Sandra Construction Hauling	5305 Farmer Rd.	Algoa	TX	77511	1		



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Freedom Site Services, LLC.	1860 FM 359	Richmond	TX	77406	1	
FSH Services	98 Briar Meadow	Huntsville	TX	77320	1	
G - Force Media, Inc.	2551 South Shore Blvd	League City	TX	77573	1	
Garner Environmental Services	1717 W. 13th St	Deer Park	TX	77536		
Garner Paving & Construction, Ltd.	2123 Ave E	Danbury	TX	77534	1	
Globalize American Safety LLC	1923 Grand Willow Ln	Richmond	TX	77469		1
GMI Construction	24980 Blackburn	Slendora	TX	77372	1	1
Gonzalez Demolition and Dump Truck	11026 Edgebrook Dr	Texas city	TX	77591	1	
Got Junk	11020 Old Katy RD, Ste 202	Houston	TX	77043	1	
Gray Utility Service, LLC	PO Box 2099	Mont Belvieu	TX	77580	1	
Greathouse Construction	805 Gresham RD	Brookshire	TX	77423		1
Green Cares Lawn Care	26822 Prairie Lane	Katy	TX	77494	1	
GRG Commercial	9333 Bryant St	Houston	TX	77035		1
Grice & Grice	16502 Sun Valley Lane	Rosharon	TX	77583	1	
Grit Earthwork & Excavating, LLC.	27127 Ashley Hills Ct.	Fulshear	TX	77441		
Gulf Area TruckingCo	1408 WEST HARRIS AVE	PASADENA	TX	77506	1	2
Gulf Coast Enviromental Services	4902 Shank RD	Pearland	TX	77581		
Gulf Coast Trucking	P.O. Box 5411	Katy	TX	77491		
Hagan Services	P.O. Box 350	Hardin	TX	77561	1	
Hansa Meyer Heavy Haul & Rigging USA, LLC.	8502 Miller Road 3	Houston	TX	77049		
Heron International, Inc.	6961 Highway 225	Deer Park	TX	77536	1	
Horizon Concrete, LLC	11250 West RD	Houston	TX	77377	1	
Hurricane Construction, Ltd.	774 FM 517	Alvin	TX	77511	1	1
Hurtex Contracting	P.O. Box 14566	Humble	TX	77347		
I.J. Greenworks	PO Box 93	Friendswood	TX	77549	1	1
IGH Contracting Services LLC	10107	Pearland	TX	77084		1
Impekable Trucking	219 Overland Park Dr.	Houston	TX	77049	1	
Industrial Performance Services	1238 Center St	Deer Park	TX	77536	1	
Integrity Trade Services	9001 Airport Blvd. #602	Houston	TX	77062	1	1
Ivy Homes, LLC.	4313 FM 2351, Ste. A	Friendswood	TX	77546	1	
J and J Tree Service	21246 Shonnon Cir	Montgomery	TX	77316		2
J. Williams Services, Inc.	PO Box 9799	Huntsville	TX	77340	1	
James Bonds Custom Land Clearing	26050 Brushy Creek Dr.	Hockley	TX	77407	1	
James Fisher Subsea Excavation	6421 Cunningham Rd	Houston	TX	77041		
Jason Logan Inc	4903 Fawndale Way	Baytown	TX	77521	1	
JM Construction Clean Up	14900 Westheimer RD, Ste W	Houston	TX	77082		
John 3:16 Trucking	2227 Laurel Birch	Houston	TX	77014	1	
Jones Group International	315 West Alabama #103	Houston	TX	77006	1	1
Joseph A/C Heating	12806 Jutland RD	Houston	TX	77048		
Joslin Construction	2218 Northpark DR, Suite 200	Kingwood	TX	77339		
Journeys Logistics & Transportation Mgmt.	16231 Charterstone Dr.	Houston	TX	77070	1	3
JRMO Transports	146 Main Bldg 7C	Lamarque	TX	77568	1	
JSI Houston Transfer Station	11028 Cordoba Dr.	Houston	TX	77088		
JTB Services, Inc.	9026 Lambricht	Houston	TX	77075		
JTL&S Property Preservation	620 Holman St Unit A	LaMarque	TX	77568	1	
K & K Construction, Inc.	13757 FM 1097 East	Willis	TX	77378		
K.D. Services	20316 Clyde Rd.	New Caney	TX	77357	1	
Kenneth Sealy Trucking	5710 Jackson	Hitchcock	TX	77563		



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RFP for Debris Management and Removal Services  
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2021 Potential TX Galveston – Brazoria Regional Subcontractors	Address	City	ST	Zip	SmBus	MWBEs
Kingsley Constructors, Inc.	1544 Sawdust RD, Ste 200	The Woodlands	TX	77381		
Knight Contracting, Inc.	8902 Crestmont Dr.	Manvel	TX	77578	1	
L6 Partners, LLC	P.O. Box 1435	Anahuac	TX	77514	1	
LaBove & Ioles Ventures, LLC.	8207 Mandalay Bay Dr.	Baytown	TX	77523	1	
Latinosi, LLC dba 1-800-GOT-JUNK?	9337B Katy Frwy, Ste. 213	Houston	TX	77024	1	
LGM Dirt Works	2535 BRDway St	San Leon	TX	77539	1	
M & M Protection, LLC.	11831 West Fairmont Parkway	LaPorte	TX	77571	1	
M&T Services, LLC.	PO Box 55447	Houston	TX	77255	1	1
M. Martin Construction LLC	5200 Mitchelldale # E-11	Houston	TX	77092	1	1
Mabe's Hauling	P.O. Box 1242	Santa Fe	TX	77510	1	
Maga Demolition	1020 Bay Area Blvd Suite 210	Houston	TX	77058	1	
Main Lane Industries, Ltd.	9201 Tavenor Ln	Houston	TX	77075	1	
Managed Response, Inc.	3040 Post Oak Blvd., Ste 1240	Houston	TX	77056	1	
Manchester Wright Construction	2801 Post Oak Blvd., Ste 190	Houston	TX	77056		
Master Excavating, LLC.	4575 Simsbrook Dr	Houston	TX	77045		
Maximum Scuba	2001 Bayport Blvd.	Seabrook	TX	77586	1	
McIlvain Enterprises Inc.	P.O. Box 757	Winnie	TX	77665		
Memphis Williams	451 Maxey Rd. Apt. 2102	Houston	TX	77013	1	
Metts Company	20440 Red Oak DR	Cleveland	TX	77328	1	
MJA Enterprises	9826 Live Oak Ct	Manvel	TX	77578	1	
Mimbres Tree and Debris Hauling, LLC	11459 Queensboro Ct	Montgomery	TX	77316	1	
ML Cruze Investments LP	3347 Frick Rd	Houston	TX	77086	1	
Mountain Tarp/ Pioneer	12245 FM 529 Rd., Ste. D	Houston	TX	77041	1	
Moyas Cleaning	2002 Holton	Deer Park	TX	77536	1	
MTZ Trucking	P.O. Box 750213	Houston	TX	77275	1	
Native Services, Inc.	P.O. Box 1983	Friendswood	TX	77549	1	
New Masada Environmental, LLC.	9335 Sweetbush Drive	Houston	TX	77064	1	
Norman Bell's Concrete	PO Box 1390	Texas City	TX	77592	1	
Norwood Development	P.O. Box 14711	Houston	TX	77021		1
Novus Wood Group LLP	6002 Debbielou Gardens Dr	Houston	TX	77034	1	
Oakley Construction	22010 Loop 494	New Caney	TX	77357		
Odessa Fluids, LLC	150 CR 20854	Liberty	TX	77575	1	
OFF Duty Services, Inc.	908 Ave D, A100	Katy	TX	77493		
Old School Equipment	25728 Hill & Dale Ave.	Splendora	TX	77372	1	
P & A Environmental Service	2308 W Fairmont Pkwy	Laporte	TX	77571		
Pagan Construction	28040 Etta Oaks Ln	Splendora	TX	77372	1	2
PBS & J	6504 Bridge Point Pkwy, Ste 200	Austin	TX	78730		
Pecos Environmental Services	P. O. Box 692322	Houston	TX	77269	1	
Peninsula Marine, Inc.	P.O. Box 14	Port Bolivar	TX	77650		
Perez Concrete Placers, LLC	2710 Galveston Ave.	Dickinson	TX	77539		
Phoenix Contracting, LLC	2662 County Rd 250	Weimar	TX	78962	1	1
PL Consultants, LLC	21658 Chokeycherry Ave.	Porter	TX	77365	1	5
PMS Excavation, Inc.	22389 Acorn Valley	Spring	TX	77389		
Port Bolivar Management Co.	P.O. Box 95	Port Bolivar	TX	77650	1	
Porter Financial Group	16111 Porter Lane	Porter	TX	77365	1	1
Posik Group, LLC.	17310 Old Richmond Rd.	Sugarland	TX	77498	1	1
PRC Environmental, Inc.	1149 Ellsworth Dr, Suite 345	Pasadena	TX	77503	1	
Precast of Houston, Inc.	11393 Sleepy Hollow rd	Conroe	TX	77385		





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Precision Land Clearing	PO Box 802276	Houston	TX	77280	1	
Prime Demolition, LLC.	1120 NASA Pkwy., Ste. 430	Houston	TX	77058		
Primus Security & Consulting	7626 Bobbit Ln	Houston	TX	77055	1	1
Punch Logistics LLC	PO Box 682513	Houston	TX	77268	1	2
Putnam Services, LLC	4404 5th St	Bacliff	TX	77518		
Questar Construction	701 N. Loop 336 E. Ste. 201	Conroe	TX	77301	1	
R & D Environmental Services	1610 Sheldon Rd.	Channelview	TX	77530		3
R. Middleton, Inc.	P.O. Box 1594	Montgomery	TX	77356		
Randy Roan Construction, Inc.	6052 N. FM 1486	Montgomery	TX	77356		
Rapid Enviromental LLC	PO Box 687	Deer Park	TX	77536	1	
Rappid	502 W Montgomery St #412	Willis	TX	77378	1	1
Resource Environmental Consulting, Inc.	11811 North Freeway, Ste 500	Houston	TX	77060		2
Reytec Construction Resources, Inc.	1901 Hollister St	Houston	TX	77080		1
Rios Chemical Technologies, Inc	P.O. Box 6842	Katy	TX	77450		1
RLN Industries, Inc.	7533 FM 2004	Hitchcock	TX	77563		1
RMG Group, LLC	15503 Juniper Hollow Way	Cypress	TX	77433	1	
Rockworld Int.	1951 S. Pine Lake Rd	Montgomery	TX	77316	1	
Roy Maddoux	17577 1/2 Oak Hill	New Caney	TX	77357	1	
Ruckit Transport	1824 Spring St.	Houston	TX	77007	1	
Ryll International	1022 22nd Ave North	Texas City	TX	77590	1	2
SADL Construction, Inc.	26119 I 45 N	Spring	TX	77380	1	
Sago Property Service	P.O. Box 2298	Friendswood	TX	77549		
Salutis Hauling, LLC	32327 Summer Park Lane	Conroe	TX	77385	1	
Sante Fe Sunrise Construction, LLC.	395 CR 142	Alvin	TX	77511	1	
ScrapMart Houston	6839 South Loop East	Houston	TX	77087	1	
Sellers and Sons Services LLC	109 Old Galveston Rd	Alvin	TX	77511		1
Site Services	230 22nd St.	San Leon	TX	77539	1	
Smash My Trash, LLC.	12620 FM 1960 West, Ste., A4, #246	Houston	TX	77065	1	
Son-Way Agri. Products	P.O. Box 2505	Conroe	TX	77305		
SSIP Inc.	1066 Lakeview DR	Montgomery	TX	77356	1	
Stafford Disaster Relief	7261 Chasewood Dr.	Missouri City	TX	77489	1	
Steel Interests Group, LLC	P.O. Box 750906	Houston	TX	77275	1	1
Strayhorn Trucking & Construction, LLC.	P.O. Box 1179	Crystal Beach	TX	77650		
Streams Construction	5214-D Eigel St	Houston	TX	77007	1	
Sun Coast Resources, Inc.	6922 Cavalcade St, Bldg 1	Houston	TX	77026		1
Sunbelt Construction	9750 Tanner RD	Houston	TX	77041		
Super Universal Waste, LLC	9048 Long Point Road	Houston	TX	77055	1	2
Texas B&H Construction Group, Inc.	13810 Lakewater Dr.	Pearland	TX	77584	1	1
Texas Landscape Products, Inc.	P.O. Box 139	Magnolia	TX	77353		
Texas TTL Inc.	10344 League Line RD	Conroe	TX	77304	1	
Thomas' Tractor Works	17114 Mustang Ln	New Caney	TX	77357	1	
Tinys Timber	1818 IH 10	Weimar	TX	78692	1	
TLC Engineering, Inc.	8204 Westglen DR	Houston	TX	77063	1	2
TMG	2951 Marina Bay DR Ste 130-337	League City	TX	77573	1	3
Tommy L. Baker	POB 236	Humble	TX	377338	1	
TORKE, LLC	5803 Vestavia	Houston	TX	77069	1	
TP Equipment Services	10733 Hwy 321	Dayton	TX	77535	1	
Traylor Bros., Inc.	P.O. Box 16257	Galveston	TX	77552		



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Turner Construction	P.O. Box 506	Anahauc	TX	77514	1	
Turner Paving and Construction Inc.	10610 Tower Oaks Blvd.	Houston	TX	77070	1	1
Unique Plumbing, Inc.	1414 S. Frazier # 108	Conroe	TX	77301	1	1
United Civil Services, LLC	P.O. Box 131486	Houston	TX	77219	1	1
United States Storm Recovery, USSR, Inc.	723 Main St Ste 703	Houston	TX	77002	1	1
UPI Builders LLC	5008 Fuqua St	Houston	TX	77048	1	
Velez Trucking Inc.	6623 Brightonfern Ln	Houston	TX	77049	1	2
Vernor Material & Equipment	435 Commerce St	Freeport	TX	77541	1	
W&F Cleaning & Hauling Services	10919 Capstone Dr.	Houston	TX	77088	1	2
W.T. Byler Company, Inc.	15203 Lillja RD	Houston	TX	77060		
Warr Construction, Inc.	2931A Brundrett RD / P.O. Box 611	Simonton	TX	77476	1	
Waste Masters TX	POB 1364	Manvel	TX	77578	1	
Wave Procurement & Logistics, LLC.	622 22nd Street #208	Galveston	TX	77550	1	2
Wright Industrial Safety	2711 Ave. L	San Leon	TX	77539	1	
WWF Contractors	5850 San Felipe #500	Houston	TX	77057	1	1
X2 Services	6815 CR 42	Rosharon	TX	77583	1	

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### CrowderGulf Letters of Commitment from Subcontractors

CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10** and **2 CFR 200.321**. Currently, we have subcontracts or Letters of Commitment with interested Subcontractors. Copies of the subcontracts or Letters of Commitment can be provided upon request at contract award. CrowderGulf will continue to solicit local subcontractors including M/WBEs from the local area for potential participants.

In addition to Local and MWBE Subcontractors, CrowderGulf has a group of Major Subcontractors that we have worked with for many of our previous activations. These subcontractors meet all FEMA requirements and we consider them an extension of the CrowderGulf Team. Below is a list of the activations that our Major Subcontractors have been involved with over the past 10 years.

### Summary of Major Subcontractor Activations for the past 10 Years with CrowderGulf, LLC

Subcontractor	Storm Event	Work Location
<b>ABC Hauling Services / RAL Services Corp. (Miami, FL) (HaulOuts) 26 Activations</b>  <b>Master Subcontract # 16_915</b>	2020 Laura	Lake Charles, LA Dequincy, LA West Lake, LA
	2020 Tornado	Nashville, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL
	2018 Florence	Duplin Co, NC
	2017 Harvey	Aransas Co, TX Aransas Co, TX (PPDR)
	2016 Matthew	Hilton Head Island, SC
	2011 Tornado (MO)	Joplin, MO
	2011 Irene	Dare Co, NC
	2008 Ike	Bolivar Peninsula, TX League City, TX
	2005 Wilma	Ft. Lauderdale, FL
	2018 Michael	Panama City, FL
		Calcasieu Parish, LA Iowa, LA Vinton, LA
		Chattanooga, TN Panama City, FL Panama City Beach, FL
		Corpus Christi, TX San Patricio, TX Thunderbolt, GA
		Manvel, TX





Subcontractor	Storm Event	Work Location		
All Florida Tree & Landscaping (Coral Springs, FL) (PUSH, ROW Hauling, L & H, ROE Hauling, Stumps, Beach/ Sand) 18 Activations  Master Subcontract # 12_9	2017 Irma	Aventura, FL	Miami Springs, FL	
		Jupiter, FL	Stuart, FL	
	2016 Matthew	Hilton Head Island, SC	Stuart, FL	
	2012 Sandy	Ft. Lauderdale, FL		
	2012 T.S. Isaac	Key West, FL		
	2011 Irene	Newport News, VA		
	2005 Wilma	Ft. Lauderdale, FL	Wellington, FL	
		Lazy Lakes, FL	Wilton Manors, FL	
		Sanibel, FL		
		2005 Rita	Ft. Lauderdale, FL	
Ault Enterprises LLC (Bark River, MI) (ROW Hauling, Waterway Debris Hauling) 12 Activations (Master # 16_794)	2005 Katrina	Ft. Lauderdale, FL	Pompano Beach, FL	
	2004 Frances	Pompano Beach, FL		
	2020 Zeta	Gulfport, MS		
	2020 Laura	Sulphur, LA		
	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL	
	2018 Florence	Onslow Co, NC	Swansboro, NC	
	2017 Irma	FL Dept. of Enviro. Protection	(Clay/Putnam, Duval, Volusia/Brevard)	
	2017 Harvey	Corpus Christi, TX		
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC	
	Barnhart Debris Removal (Magnolia, AR) (PUSH, ROW Hauling, Site Work, HaulOuts, L&H, White Goods) 10 Activations Master Subcontract # 17_1217	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
		Iowa, LA	Vinton, LA	
2018 Michael		Apalachicola, FL	Panama City ,FL	
		Carrabelle, FL	Washington Co, FL	
		Franklin Co, FL		
2017 Harvey		Brazoria Co, TX		
2020 Zeta		Biloxi, MS	D'Iberville, MS	
2020 Sally		AL DOT	Fairhope, AL	
		Baldwin Co, AL	Gulf Shores, AL	
Buckeye Landscaping and Sod (Groveport, OH) (ROW Haul, L & H) 10 Activations Master Subcontract # 12_73		2018 Michael	Bay Co, FL	
	2017 Irma	Orange Co, FL	Orlando, FL	
	2016 Matthew	Chesapeake, VA	Fripp Island, NC	
		Edgecombe Co, NC	Ocean Isle Beach, NC	
	2011 Irene	Dare Co, NC	Nagshead, NC	
	2008 Ike	Montgomery Co, TX		
	C & W Trucking, Inc (Winter Garden, FL) (HaulOuts) 16 Activations  Master Subcontract # 17_1292	2017 Irma	Casselberry, FL	Edgewood, FL
			Lake Mary, FL	Lake Co, FL
			Orlando, FL	Polk Co, FL
			Sanford, FL	
2017 Harvey		Brazoria Co, TX	Montgomery Co, TX	
2012 Tornado		Polk Co, FL		
2008 T.S. Fay		Brevard Co, FL		
2005 Wilma		Aventura, FL	West Palm Beach, FL	
2004 Charley, Frances, Jeanne		Brevard Co, FL	Orange Co, FL	
		Jupiter, FL		
Central MN Hardwood Sales, LLC (St Peter, MN) (ROW , Stumps, PUSH) 9 Activations Master Subcontract # 17_1048	2017 Irma	Lake Co, FL		
	2008 Ike	Bolivar, TX	Montgomery Co, TX	
		Galveston Co, TX	Tiki Island, TX	
	2006 Noreaster	Erie Co, NY		
	2005 Wilma	Aventura, FL	Pembroke Pines, FL	
	2005 Katrina	Pascagoula, MS		
	2017 Harvey	Friendswood, TX	Montgomery Co, TX	
		LaMarque, TX		
	Congo Corporation (Redmond, OR) (White Goods) 3 Activations			





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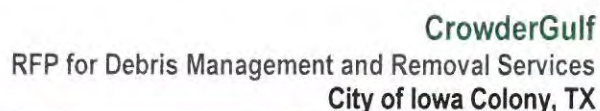
Subcontractor	Storm Event	Work Location	
<b>Master Subcontract # 17_1025</b>			
<b>Crooked River LLC</b> (Trimble, MO) ROW Hauling 2 Activations	2018 Michael	Panama City, FL	
	2017 Harvey	Dickinson, TX	
<b>Master Subcontract # 17_1039</b>			
<b>DEH Disaster Recovery LLC</b> (Ft. Valley, GA) (ROW Hauling, L&H, Stumps) 21 Activations	2020 Sally	Baldwin Co, AL	Fairhope, AL
	2018 Michael	Decatur Co, GA	Bainbridge, GA
	2018 Florence	Bald Head Island, NC	Northwest, NC
		Bolivia, NC	Oak Island, NC
		Brunswick Co, NC	Shallotte, NC
		Caswell Beach, NC	Varnamtown, NC
		Leland, NC	
<b>Master Subcontract # 14_497</b>	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Hilton Head Island, SC	
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2014 Ice Storm Pax	Berkeley Co, SC	Dorchester Co, SC
<b>Dawn Til Dusk Disaster LLC</b> (Bethany, MO) (PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand) 29 Activations	2020 Zeta	Gulfport, MS	
	2020 Sally	Fairhope, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA West Lake, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Panama City, FL	
	2018 Florence	Duplin Co, NC	Jacksonville, NC
		Onslow Co, NC	
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
	2017 Mississippi Tomado	Hattiesburg, MS	
	2016 Matthew	Deltona, FL	
	2016 LA Flooding	Ouachita Parish, LA	
		Central, LA	
	2016 Texas Flooding / Misc	Montgomery Co, TX	Newton Co, TX
		Waller Co, TX	
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2011 Irene	Dare Co, NC	Kitty Hawk, NC
		Kill Devil Hills, NC	Nags Head, NC
<b>Dotson &amp; Sons</b> (Higbee, MO) (ROW Hauling, L & H, Stumps) 27 Activations	2008 Ike	Montgomery Co, TX	
	2005 Katrina	Pascagoula, MS	
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Bainbridge, GA	Panama City, FL
		Decatur Co, GA	
	2018 Florence	Holly Ridge, NC	Richlands, NC
		Onslow Co, NC	
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas Co, TX	Montgomery Co, TX
		Corpus Christi, TX	San Patricio Co, TX,
	2016 Matthew	Hilton Head Island, SC	
	2016 LA Flooding	Central, LA	
	2006 Ice Storm	Erie Co, NY	
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	North Miami, FL	Wilton Manors, FL
		Pascagoula, MS	Pompano Beach, FL
<b>Master Subcontract # 16_725</b>	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Lee Co, FL	Sanibel, FL
		Orlando, FL	





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Subcontractor	Storm Event	Work Location	
<b>Four Points Recycling</b> (Jacksonville, NC) (ROW Haul) 9 Activations Master Subcontract # 16_833	2018 Florence	Jacksonville, NC	Onslow Co, NC
	2017 Irma	North Topsail Beach, NC	
	2016 Matthew	Chatham Co, GA	
		Currituck Co, NC	Rose Hill, NC
		Duplin Co, NC	Sunset Beach, NC
		Raleigh, NC	
<b>Four R Equipment</b> (Miramar, FL) (ROW Hauling, HaulOuts) 13 Activations  Master Subcontract # 12_173	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Panama City, FL	
	2017 Irma	Miami Springs, FL	FL DEP Waterway Cleanup
	2016 Matthew	FL Dept. of Enviro Protection	Edgewater, FL
	2016 Hermine	Tallahassee, FL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	
	2011 Irene	Newport News, VA	
	2008 Ike	Bolivar Peninsula	League City, TX
		Kemah, TX	
	2005 Wilma	Pembroke Pines, FL	
<b>Gaston / Wood Resource Recovery</b> (Gainesville, FL) (PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, HaulOuts) 20 Activations  Master Subcontract #s 17_1468 / 20_1869	2020 Sally	AL DOT SW Region	AL DOT SW Region
	2020 Tornado	Volusia Co, FL	
	2018 Michael	Bay Co, FL	Jackson Co, FL
		Panama City, FL	
	2017 Irma	FL DEP Waterway Cleanup	Palm Coast, FL
		Flagler Beach, FL	Polk Co, FL
		Flagler County, FL	St. Petersburg, FL
		Ormond Beach, FL	Tarpon Springs
	2016 Matthew	Clay County, FL	Orange Park, FL
		Flagler Beach, FL	Ormond Beach, FL
		Flagler County, FL	Palm Coast, FL
<b>Gotus Trucking</b> (Harrisville, PA) (ROW Hauling, L & H, Stumps) 23 activations  Master Subcontract # 16_666	2020 Zeta	Gulfport, MS	
	2020 Laura	West Lake, LA	Calcasieu Parish, LA
	2020 Isaias	Newport News, VA	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 Imelda	Montgomery Co, TX	
	2019 Dorian	Dorchester Co, SC	
	2018 Michael	Panama City, FL	
	2018 Florence	Fayetteville, NC	
	2017 Harvey	Aransas Co, TX	Nueces Co, TX
		Corpus Christi, TX	
		Chesapeake, VA	Fayetteville, NC
	2016 Matthew	Currituck Co, NC	Norfolk, VA
			Southern Shores, NC
	2016 LA Flooding	Central, LA	
	2016 Tornado	Essex Co, VA	
	2005 Wilma	Ft. Lauderdale, FL	Lazy Lakes, FL
		Wilton Manors, FL	
<b>Gulf Atlantic Construction &amp; Marine</b> (Grand Bay, AL) (DMS Site Work, HaulOuts, Sand, Dredging, Waterway, ROW Hauling) 13 Activations Master Subcontract# 17_1052	2005 Katrina	Pembroke Pines, FL	
	2020 Sally	AL DOT SW Region	Gulf Shores, AL
		Baldwin Co, AL	Orange Beach, AL
	2020 Cristobal	Harrison Co, MS	
	2018 Michael	Bay Co, FL	Panama City, FL
		Dauphin Island, AL	Mexico Beach, FL
	2017 Irma	Lake Co, FL	
	2017 Harvey	Baytown, TX	Brazoria Co, TX
	2017 Nate		
		Dauphin Island, AL	
<b>Gulf Services</b> (Theodore, AL) (PUSH, ROW Hauling, L&H, Stumps, Site Mgt, Ditch work, PPDR) 7 Activations	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Sulphur, LA	
		Bay Co, FL	Panama City, FL
		Lynn Haven, FL	Washington Co, FL

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Subcontractor	Storm Event	Work Location	
<b>HDR Trucking LLC</b> <b>(Bamberg, SC)</b> <b>(PUSH, ROW Hauling, HaulOuts, L &amp; H, Demo)</b> <b>19 Activations</b> <b>Master Subcontract # 14_219</b>	2012 Tornado	Motel 6 - Mobile, AL	
	2011 Irene	Rocky Mount, NC	
	2020 Zeta	Harrison Co, MS	Gulfport, MS
	2018 Michael	Bay Co, FL	Jackson Co, FL
		Decatur Co, GA	Bainbridge, GA
	2017 Irma	Brevard Co, FL	Okeechobee Co, FL
		Kissimmee, FL	Polk Co, FL
<b>Jerry's Tree Service</b> <b>(Mims, FL)</b> <b>(ROW Hauling)</b> <b>12 Activations</b> <b>Master Subcontract # 14_240</b>		Lake Co, FL	Sumter Co, FL
	2016 Matthew	Callawassie Island, SC	Hilton Head (POA) SC
		Fripp Island, SC	Windmill Harbour, SC
		Hilton Head Island, SC	
	2016 Hermine	Lean Co, FL	Tallahassee, FL
	2018 Florence	Onslow Co, NC	
	2017 Irma	Orange Co, FL	
<b>JTL &amp; S Property Preservation</b> <b>(League City, TX)</b> <b>(ROW Hauling, L &amp; H, White Goods, Freon Management)</b> <b>21 Activations</b> <b>Master Subcontract # 17_1020</b>		Flagler Co, FL	Flagler Beach, FL
	2016 Matthew	Leon Co, FL	
	2016 Hermine	Greensboro, NC	
	2014 Ulysses – Ice Storm	Republic Services - Polk Co, FL	
	2012 FL Tornado	Nassau Co, FL	
	2012 T.S. Beryl	Manteo, NC	Nags Head, NC
	2011 Irene	Montgomery Co, TX	
<b>Lawn Rescue Plus</b> <b>(Miami, FL)</b> <b>(ROW Hauling, L &amp; H, HaulOuts, Stumps)</b> <b>32 Activations</b> <b>Master Subcontract # 16_743</b>	2008 Ike	Brevard Co, FL	
	2008 Fay		
	2020 Laura	Dequincy, LA	Calcasieu Parish, LA
		Lake Charles, LA	Iowa, LA
		West Lake, LA	Sulphur, LA
		Vinton, LA	
	2020 TX Winter Storm	Friendswood, TX	
<b>LCS Restoration Services LLC</b> <b>(Mobile, AL)</b> <b>(ROW Hauling, L&amp;H)</b> <b>4 Activation</b> <b>Master Subcontract#18_815</b>	2020 Tree work	Galveston Co, TX	
	2019 Marine work	Clean Harbors	
	2019 Tornado	Montgomery Co, TX	
	2017 Harvey	Alvin, TX	La Marque, TX
		Brazoria Co, TX	Nassau Bay, TX
		Dickinson, TX	Seabrook, TX
		Clear Lake Shores, TX	Webster, TX
<b>Lawn Rescue Plus</b> <b>(Miami, FL)</b> <b>(ROW Hauling, L &amp; H, HaulOuts, Stumps)</b> <b>32 Activations</b> <b>Master Subcontract # 16_743</b>		Friendswood, TX	West Columbia, TX
		League City, TX	
	2020 Sally	Baldwin Co, AL	
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
		West Lake, LA	West Calcasieu Port, LA
		Vinton, LA	Iowa, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
<b>LCS Restoration Services LLC</b> <b>(Mobile, AL)</b> <b>(ROW Hauling, L&amp;H)</b> <b>4 Activation</b> <b>Master Subcontract#18_815</b>	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL
		Lynn Haven, FL	Parker, FL
	2018 Florence	Holly Ridge, NC	Onslow Co, NC
		Jacksonville, NC	Richlands, NC
		North Topsail Beach, NC	Swansboro, NC
	2017 Irma	Aventura, FL	FL Dept. of Env. Protection
		Brevard Co, FL	Miami, FL
<b>LCS Restoration Services LLC</b> <b>(Mobile, AL)</b> <b>(ROW Hauling, L&amp;H)</b> <b>4 Activation</b> <b>Master Subcontract#18_815</b>		Cocoa Beach, FL	Miami Springs, FL
		Collier Co, FL	Sunny Isle Beach, FL
	2017 Harvey	Aransas Co, TX	
	2016 Matthew	Hilton Head Island, SC	Windmill Harbour POA, SC
	2016 Hermine	Leon County, FL	Tallahassee, FL
	2020 Laura	Calcasieu Parish, LA	Vinton, LA
		DeQuincy, LA	
<b>LCS Restoration Services LLC</b> <b>(Mobile, AL)</b> <b>(ROW Hauling, L&amp;H)</b> <b>4 Activation</b> <b>Master Subcontract#18_815</b>	2018 Michael	Bay Co, FL	



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Subcontractor	Storm Event	Work Location	
<b>McCombs Tree Service</b> <b>(Rockledge, FL)</b> <b>(ROW Hauling)</b> <b>8 Activations</b>  <b>Master Subcontract# 15_295</b>	2018 Florence	Onslow Co, NC	Swansboro, NC
	2016 Matthew	Brevard Co, FL	Cocoa Beach, FL
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2015 Winter Strom	Raleigh, NC	
	2012 TS Beryl	Nassau Bay, FL	
<b>Michael's Tree Services</b> <b>(Memphis, TN)</b> <b>(ROW Hauling, L &amp; H, DMS Site Work)</b> <b>10 Activations</b> <b>Master Subcontract # 17_1042</b>	2020 Sally	Fairhope, AL	AL DOT SW Region
	2018 Michael	Jackson Co, FL	
	2017 Irma	Lauderdale by the Sea, FL	Polk Co, FL
		Lazy Lakes, FL	Sunrise, FL
		Plantation, FL	Tarpon Springs, FL Wilton Manors, FL
<b>New Gen Environmental Group / Bil-Jim Construction</b> <b>(Toms River, NJ)</b> <b>(ROW Hauling, Dredging, Demo, Waterway)</b> <b>11 Activations</b> <b>Master Subcontract # 17_1024</b>	2020 Zeta	Gulfport, MS	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Bay Co, FL	Panama City, FL
	2017 Irma	FL Dept. of Enviro. Protection	
	2017 Harvey	Montgomery Co, TX	Port Arthur, TX
		Dickinson, TX	
	2016 Matthew	Fayetteville, NC	Raleigh, NC
<b>ReclaimIt Enterprises</b> <b>(Greenville, TN)</b> <b>(PUSH, ROW Hauling, L &amp; H, HaulOuts)</b> <b>13 Activations</b>  <b>Master Subcontract # 18_362</b>	201-13 Sandy	State of New Jersey	
	2020 Zeta	Audubon Institute, LA	
	2020 Delta	Iowa, LA	
	2020 Sally	Orange Beach, AL	Gulf Shores, AL
		Spanish Fort, AL	
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
		Sulphur, LA	
<b>S. St. George Enterprises (Fredonia, NY)</b> <b>(PUSH, ROW Hauling, L&amp;H, Grinding, Stumps, HaulOuts, Site Work)</b> <b>68 Activations</b>  <b>Master Subcontract # 13_376</b>	2018 Michael	Jackson Co, FL	Panama City, FL
		Lynn Haven, FL	Parker, FL
	2011 Irene	James City Co, VA	
	2020 Zeta	Gulfport, MS	Harrison Co, MS
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL	Panama City, FL
		Jackson Co, FL	Panama City Beach, FL
		Lynn Haven, FL	Bainbridge, GA
		Decatur Co, GA	
	2018 Florence	Brunswick Co, NC	Onslow Co, NC
		Bolivia, NC	Jacksonville, NC
		Caswell Beach, NC	Duplin Co, NC
		Leland, NC	Richlands, NC
		Holly Ridge, NC	Oak Island, NC
		Sandy Creek, NC	Northwest, NC
		Navassa, NC	Shallotte, NC
		Swansboro, NC	Varnamtown, NC
	2017 Irma	Bonita Springs, FL	Okeechobee Co, FL
		Edgewater, FL	Orlando, FL
		Flagler Co, FL	Ormond Beach, FL
		Lake Mary, FL	Sanford, FL
		Lake Co, FL	Sarasota Co, FL
		Lee Co, FL	St. Petersburg, FL
			Sumter Co, FL
			Corpus Christi, TX
	2017 Harvey	Aransas Co, TX	
		San Patricio Co, TX	
	2016 Matthew	Hilton Head Island, SC	Long Cove POA, SC
		Windmill Harbor POA, SC	Norfolk, VA
	2014 AL Tornado	ACCA- Blount Co, AL	
	2014 Pax - Ice Storm	Berkeley Co, SC	Dorchester Co, SC
	2011 Irene	James City Co, VA	Newport News, VA





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<b>Statewide Tub Grinding/ WLW</b> <b>(Apopka, FL)</b> <b>(PUSH, ROW Hauling,</b> <b>Stumps, HaulOuts)</b> <b>16 Activations</b>  <b>Master Subcontract # 15_616</b>	2005 Dennis	York Co, VA	Rocky Mount, NC
	2005 Wilma	Bay Co, FL	Destin, FL
	2005 Rita	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Katrina	Calcasieu Parish / Lake Charles, LA	
		Aventura, FL	Pascagoula, MS
		Daphne, AL	Pompano Beach, FL
		Lazy Lakes, FL	Wilton Manors, FL
	2004 Ivan	Escambia Co, FL	Walton Co, FL
	2018 Michael	Apalachicola, FL	Carrabelle, FL
		Franklin Co, FL	Parker, FL
<b>Steadfast Services / Slick Machines</b> <b>(Cummings, GA)</b> <b>(ROW Hauling, Site Grinding,</b> <b>HaulOuts, Sand, Concrete)</b> <b>4 Activations</b> <b>Master Subcontract# 17_1031</b>	2017 Irma	Fort Myers, FL	Lee Co., FL
		Lake Co., FL	Sanibel, FL
	2016 Matthew	Brevard Co, FL	Cocoa Beach, FL
		Ormond Beach, FL	
	2008 Ike	Galveston Co, TX	Texas City, TX
<b>Total Urban Forestry, LLC</b> <b>(Ocala, FL)</b> <b>(PUSH, ROW Hauling, DMS Site Work,</b> <b>Stumps, L &amp; H)</b> <b>11 Activations</b> <b>Master Subcontract # 16_780</b>		La Marque, TX	Tiki Island, TX
	2005 Wilma	Ft. Lauderdale, FL	
	2017 Harvey	Port Arthur, TX	
	2011 Deep Water Horizon Oil Spill	Obrien's BP Oil Spill AL	
	2008 Ike	Bolivar, TX	TX GLO
<b>Waterfront Recovery LLC</b> <b>(Rockledge, FL)</b> <b>Waterway Debris</b> <b>3 Activations</b> <b>Master Subcontract # 17_966</b>	2020 Zeta	Harrison Co, MS	Wiggins, MS
		Gulfport, MS	
	2020 Sally	Okaloosa Co, FL	
	2018 Michael	Jackson Co, FL	
	2017 Irma	Ocala, FL	Tarpon Springs, FL
<b>Zehendner Disaster Relief (Princeton, MO)</b> <b>(PUSH, ROW hauling, L &amp; H,</b> <b>Stumps, HaulOuts, Beach Sand,</b> <b>Demo)</b> <b>90 Activations</b>  <b>Master Subcontract # 12_470</b>		St. Petersburg, FL	The Villages
	2016 Matthew	Flagler Co, FL	Palm Coast, FL
	2018 Michael	FL Dept. Of Enviro. Protection	
	2017 Irma	FL Dept. Of Enviro. Protection	
	2016 Matthew	FL Dept. Of Enviro. Protection	
<b>Zehendner Disaster Relief (Princeton, MO)</b> <b>(PUSH, ROW hauling, L &amp; H,</b> <b>Stumps, HaulOuts, Beach Sand,</b> <b>Demo)</b> <b>90 Activations</b>  <b>Master Subcontract # 12_470</b>	2020 Zeta	Pascagoula, MS	Jackson Co, MS
	2020 Sally	Atmore, AL	Baldwin Co, AL
		AL DOT SW Region	Orange Beach, AL
		Bay Minette, AL	
	2020 Laura	Alexandria, LA	
	2020 Tornado	Nashville, TN	
	2018 Michael	Parker, FL	
	2018 Florence	Bolivia, NC	Northwest, NC
		Brunswick Co, NC	Oak Island, NC
		Caswell Beach, NC	Sandy Creek, NC
		Leland, NC	Shallotte, NC
		Navassa, NC	Varmantown, NC
	2017 Irma	Bonita Springs, FL	Fort Myers,
		Estero Village, FL	Lee Co, FL
		FL DEP	
	2016 Matthew	Berkeley Co, SC	Hilton Head Island, SC
		Brevard Co, FL	Long Cove POA, SC
		FL Dept. of Environmental Protection	Thunderbolt, GA
		Garden City, GA	
	2014 Tornado	ACCA – Blount Co, AL / DeKalb Co, AL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC



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	2012-2013 Sandy	NJ DEP – Land and Water	
	2012 Isaac	Biloxi, MS	McComb, MS
		Magnolia, MS	Pascagoula, MS
	2011 Tornado (AL)	Walker Co, P & J	
	2011 Irene	Edenton, NC	Robersonville, NC
		Edgecombe Co, NC	Rocky Mount, NC
		James City Co, VA	Williamston, NC
		York Co, VA	NCDOT – Various
	2011 Tornado (MO)	Joplin, MO	
	2010 BP Oil Spill	Alabama Coast	
	2008 Ike	Alvin, TX	La Marque, TX
		Bayou Vista, TX	Manvel, TX
		Bolivar Peninsula, TX	Pearland, TX
		Brookside Village, TX	Sante Fe, TX
		Clear Lake Shores, TX	Texas City, TX
		Galveston Canals, TX	Tiki Island, TX
		Galveston Co, TX	TX GLO Sand
		Kernah, TX	Texas GLO – Henderson Hole
	2006 Ice Storm	Erie Co, NY	
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
		Lee Co, FL	Wilton Manors, FL
		Pembroke Pines, FL	
	2005 Rita	Calcasieu Parish, Lake Charles, LA	
	2005 Katrina	Baldwin Co, AL	Orange Beach, AL
		Biloxi, MS	Pascagoula, MS
		Gulf Shores, AL	
		Gulfport, MS	
	2005 Dennis	Atmore, AL	Destin, FL
		Flomaton, AL	Walton Co, FL
		Baldwin Co, AL	
	2004 Ivan	Baldwin Co, AL	
	2004 Charley, Frances, Jeanne	Lee Co, FL	





## Past Performance Chart

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the past 3 years due to page limitations. If CrowderGulf was activated to pre-position for emergency road clearing operations, the word "Push" is listed under the Description of Work. An actual response time can be different for each client depending on their issuance of a NTP and the terms of their contract. Please feel free to contact any of our past clients for references regarding our past performance. A complete past performance list can be made available dating back to Hurricane Frederick in 1979 if requested.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
<b>2020 Hurricane Zeta</b>	<b>7-Activations – 2 DMS's – EM-3550 (MS), EM-3549 (LA)</b>	<b>\$28,180,017</b> Total Event Cost	<b>1,810,047</b> Total Event CY	<b>Invoiced through February 26, 2021</b>
<b>Audubon Nature Institute, LA</b> 10/31/2020-12/15/2020	<b>Removed &amp; Disposed:</b> Veg, hangers (486 trees), leaners (288 trees)/ Specialty Tree Removal; <b>Monitored</b> by Tetra Tech	\$593,154	9,668	<b>Daniel Illg</b> , Arboricultural Supervisor, 6500 Magazine Street New Orleans, LA 70118 Ofc. 504-212-5232 cell: 985-960-8873, <a href="mailto:dillg@auduboninstitute.org">dillg@auduboninstitute.org</a> <b>Cecilie Halliwill</b> , Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 <a href="mailto:challiwill@auduboninstitute.org">challiwill@auduboninstitute.org</a>
<b>Biloxi, MS</b> 11/5/2020-1/20/2021	<b>Removed &amp; Disposed:</b> Veg; <b>Reduced by Grinding;</b> <b>Monitored</b> by True North	\$3,939,197	272,608	<b>Mr. Billy Ray Allen</b> , Public Works Director 780 Esters Blvd. Biloxi, MS 39530 228-435-6271 <a href="mailto:ballen@biloxi.ms.us">ballen@biloxi.ms.us</a> <b>Mayor Andrew "FoFo" Gilich</b> , 140 Lameuse Street 2nd Floor, Biloxi MS 39530 <a href="mailto:mayor@biloxi.ms.us">mayor@biloxi.ms.us</a>
<b>D'Iberville, MS</b> 11/04/2020-1/11/2021	<b>Removed &amp; Disposed:</b> Veg; Leaners (37 trees) and Hangers (370 trees) <b>Reduced by Grinding;</b> <b>Self Monitored</b>	\$568,456.60	35,034	<b>Mike Mullins</b> , Director of Public Works 10383 Automall Parkway D'Iberville, MS 39540 Ofc: 228-669-5539 Cell: 228-669-5539 <a href="mailto:mmullins@diberville.ms.us">mmullins@diberville.ms.us</a>
<b>Gulfport, MS</b> 11/08/2020-2/23/2021	<b>Removed &amp; Disposed:</b> Veg, C&D, Leaners (485 trees) and Hangers (12,297 trees), Stumps; <b>Reduced by Grinding;</b> <b>Monitored</b> by Tetra Tech	\$6,211,686	483,413	<b>Robert (Chris) K. Riemann</b> , Engineering Director 4050 Hewes Avenue Gulfport, MS 39507 Ofc: 228-868-5740 Cell: 228-518-2980 <a href="mailto:kriemann@gulfport-ms.gov">kriemann@gulfport-ms.gov</a>
<b>Harrison Co, MS</b> 11/04/2020-2/3/2021	<b>Removed &amp; Disposed:</b> Veg; <b>Reduced by Grinding;</b> <b>Monitored</b> by Volkert	\$9,225,524	538,791	<b>Rupert H. Lacy</b> , Director of Emergency Management 1801 23rd Avenue Gulfport, MS 39502 Ofc: 228-865-4002 Cell: 228-323-6420 <a href="mailto:rupertlacy@co.harrison.ms.us">rupertlacy@co.harrison.ms.us</a>
<b>Jackson Co, MS</b> 11/06/2020-02/7/2021	<b>Removed &amp; Disposed:</b> Veg; Leaners (488 trees) & Hangers (14,079 trees); Parks and Golf Courses <b>Reduced by Grinding;</b> <b>Monitored</b> by Thompson	\$7,148,349	436,284	<b>W. Brian Fulton</b> , County Administrator 2915 Canty Street Pascagoula, MS 39567 228-769-3088 <a href="mailto:Brian_Fulton@co.jackson.ms.us">Brian_Fulton@co.jackson.ms.us</a>
<b>Pascagoula, MS</b> 11/20/2020-12/18/2020	<b>Removed &amp; Disposed:</b> Veg; Leaners (1 tree) & Hangers (658 trees) <b>Reduced by Grinding;</b> <b>Monitored</b> by Thompson	\$286,302	20,888	<b>Karen Kennedy</b> , City Clerk 603 Watts Avenue Pascagoula, MS 39567 Ofc: 228-938- 6615 <a href="mailto:cityclerk@cityofpascagoula.com">cityclerk@cityofpascagoula.com</a>
<b>Wiggins, MS</b> 01/21/2021-02/1/2021	<b>Removed and disposed</b> Vegetation to DMS; Reduction by Grinding. <b>Self Monitored</b>	\$207,800	13,359	<b>Michelle Gill</b> , Project Engineer (Tice Engineering), 510 South Vardaman Street Wiggins, MS 39577 Office: 601-928-4121 Cell: 601-528-4152 <a href="mailto:michelle.gill@ticeeng.com">michelle.gill@ticeeng.com</a>
<b>2020 Hurricane Sally</b>	<b>10-Activations – 37 DMS's – FEMA DR-4563-AL / DR-4564-FL</b>	<b>\$114,217,887+</b> Total Event Cost	<b>7,345,393+</b> Total Event CY	<b>Invoiced through May 15, 2021</b>
<b>AL DOT SW Region – Mobile</b> 09/24/2020 – 01/22/2021	<b>Removed &amp; Disposed:</b> Veg, C&D, Compacted C&D, Mulch, hangers (9,111 trees), leaners (3,320 trees) <b>Reduced by Grinding</b> (564,550 CY) & Compaction (59,952 CY); (17 DMS); <b>Monitored</b> by Thompson	\$14,126,883	709,431	<b>Matthew Ericksen</b> , SW Region Engineer 1701 West I-65 Service Road North Mobile, AL 36618 Ofc: 251-470-8200 <a href="mailto:ericksenm@dot.state.al.us">ericksenm@dot.state.al.us</a>





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OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
<b>Atmore, AL</b> 10/1/2020 – 11/01/2020	<b>Removed &amp; Disposed:</b> Veg, hangers (1,082 trees), leaners (28 trees); <b>Reduced by Grinding</b> (43,759 CY); <b>Monitored by GMC</b>	\$673,070	43,759	<b>Mayor Jim Staff</b> , 201 East Louisville Ave. Atmore, AL 36502 Ofc: 251-368-2253 <a href="mailto:cellial@cityofatmore.com">cellial@cityofatmore.com</a>
<b>Baldwin Co, AL</b> 09/25/2020 – 04/7/2021	<b>Removed &amp; Disposed:</b> Veg, C&D, Compacted C&D, Mulch, hangers (39,831 trees), leaners (6,060 trees), White Goods (165), E-waste (20); <b>Reduced by Grinding</b> (4,217,587 CY) & Compaction (293,171 CY); <b>Monitored by Tetra Tech</b>	\$61,457,088	5,256,829	<b>Terrie Graham</b> , Solid Waste, 22070 Hwy 59 Central Annex II 3 <sup>rd</sup> & 4 <sup>th</sup> Floor Robertsdale, AL 36567 251-972-6878 <a href="mailto:TGraham@baldwincounty.al.gov">TGraham@baldwincounty.al.gov</a>
<b>Bay Minette, AL</b> 09/25/2020 – 11/03/2020	<b>Removed &amp; Disposed:</b> Veg, C&D, hangers (1,204 trees), leaners (48 trees); <b>Reduced by Grinding</b> (141,808 CY); <b>Monitored by Self Monitored</b>	\$1,516,900	141,809	<b>Rita Diedrick</b> , City Clerk, 301 D'Olive Street Bay Minette, AL 36507 Ofc: 251-580-1637 <a href="mailto:rdiedrick@ci.bay-minette.al.us">rdiedrick@ci.bay-minette.al.us</a>
<b>Daphne, AL</b> 09/22/2020 – 01/05/2021	<b>Removed &amp; Disposed:</b> Veg, hangers (3,868 trees), leaners (191 trees), Stumps (9) <b>Reduced by Grinding</b> (357,695 CY); <b>Monitored by True North</b>	\$4,570,398	376,872	<b>Denise Penry</b> , EMA Accountant, 26435 Public Works Road Daphne, AL 36526 Ofc: 251-621-3182 <a href="mailto:dpenry@daphneal.com">dpenry@daphneal.com</a>
<b>Fairhope, AL</b> 09/21/2020 – 12/19/2020	<b>Removed &amp; Disposed:</b> Veg, C&D, Mulch, hangers (7,058 trees), leaners (374 trees), stumps (55) <b>Reduced by Grinding</b> (547,868 CY); <b>Monitored by True North</b>	\$8,703,289	564,853	<b>John Saraceno</b> , Emergency Management Coordinator, 161 N. Section Street Fairhope, AL 36532 Ofc: 251-929-7415 Cell: 251-331-1103 <a href="mailto:John.Saraceno@fairhopeal.gov">John.Saraceno@fairhopeal.gov</a>
<b>Gulf Shores, AL</b> 09/25/2020 – 02/3/2021	<b>Removed &amp; Disposed:</b> Veg, C&D, Parks debris, Trails debris, waterway debris, stumps, Mulch, Compacted C&D, HHW (9,460 Lbs), E-Waste (114), White Goods (232), Hangers (7,162 trees), Leaners (2,938 trees), Stumps (285) <b>Reduced by Grinding</b> (457,915 CY) & Compacting (40,763 CY); <b>Monitored by Thompson</b>	\$9,741,393	580,181	<b>Mark Acreman</b> , PW Director, 1905 West 1 <sup>st</sup> Street Gulf Shores, AL 36542 251-968-1155 <a href="mailto:macreman@gulfshoresal.gov">macreman@gulfshoresal.gov</a>
<b>Orange Beach, AL</b> 09/20/2020 - Ongoing	<b>Removed &amp; Disposed:</b> Veg, C&D, Municipal debris, beach debris, trail debris, waterway debris, wetlands debris, C&D compacted, mulch, HHW (71,140 lbs), E-Waste (335), white goods (1,545), hangers (4,527 trees), leaners (725 trees), Stumps (342); <b>Reduced by Grinding</b> (227,081 CY) & Compacting (189,350 CY); <b>Monitored by Thompson</b>	\$11,828,168	420,912 +	<b>Mr. Phillip West</b> , Coastal Resource Director, 4101 Orange Beach Blvd Orange Beach, AL 36561 Ofc: 251-981-6788 Cell: 251-747-6166 <a href="mailto:pwest@orangebeachal.gov">pwest@orangebeachal.gov</a>
<b>Spanish Fort, AL</b> 09/28/2020 – 11/16/2020	<b>Removed &amp; Disposed:</b> Veg, C&D, Hangers (118 trees), leaners (14 trees); <b>Monitored by Thompson</b>	\$1,124,436	93,337	<b>Mary Lynn Williams</b> , City Clerk, 7361 Spanish Fort Blvd. Spanish Fort, AL 36527 Ofc: 251-626-4884 <a href="mailto:cityclerk@cityofspanishfort.com">cityclerk@cityofspanishfort.com</a>
<b>Okaloosa Co, FL</b> 09/25/2020 – 11/2/2020	<b>Removed &amp; Disposed:</b> Veg, C&D, mulch <b>Reduced by Grinding</b> (22,945 CY); <b>Monitored by Tetra Tech</b>	\$338,470	30,576	<b>Jim Reece</b> , Solid Waste Recycling Coordinator, 84 Ready Ave. Fort Walton Beach, FL 32548 Ofc: 850-651-7394 Cell: 850-978-1063 <a href="mailto:jreece@myokaloosa.com">jreece@myokaloosa.com</a>
<b>2020 Hurricane Laura</b>	<b>8-Activations – 25 DMS's – FEMA DR-4559-LA / EM-3540-TX</b>	<b>\$227,351,091 + Total Event Cost</b>	<b>12,470,163 + Total Event CY</b>	<b>Invoiced through May 15, 2021</b>
<b>Alexandria, LA</b> 8/31/2020-11/4/2020	<b>Removed &amp; Disposed:</b> Veg, C&D, Parks and Zoo debris, mulch, hangers (2,975 trees), leaners (98 trees), stumps (11) <b>Reduced by Grinding</b> (228,758 CY); 1 Site <b>Monitored by Tetra Tech</b>	\$3,643,508	497,643	<b>Darren Green</b> , Debris Manager 625 Murray Street Alexandria, LA 71301 Ofc: 318-441-6060 Cell: 318-446-2342 <a href="mailto:darren.green@cityofalex.com">darren.green@cityofalex.com</a>
<b>Calcasieu Parish, LA</b> 9/3/2020-Ongoing	<b>Removed &amp; Disposed:</b> Veg, C&D, C&D compacted, mulch, hangers (33,556 trees), leaners (75,603 trees), white goods (4,081), ewaste (2,586) <b>Reduced by Grinding</b> (4,894,327 CY) & compacting (2,508,932 CY); 12 Sites; <b>Monitored by Tetra Tech</b>	\$122,532,310+	6,890,083+	<b>Allen Wainwright</b> , Director of Engineering and Public Works 1015 Pithon Street, 4 <sup>th</sup> Floor Lake Charles, LA 70602 337-721-3700 <a href="mailto:awainwright@calcasieuparish.gov">awainwright@calcasieuparish.gov</a>





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OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
DeQuincy, LA 9/14/2020-Ongoing	<b>Removed &amp; Disposed:</b> Veg, C&D, mulch, hangers ( 284 trees), leaners (28 trees), white goods (171), refrigerator contents, ewaste (137) <b>Reduced by</b> Grinding (107,800 CY), burning & compacting (31,106 CY); 2 Sites <b>Monitored</b> by Tetra Tech	\$2,496,633+	156,035+	Riley Smith, Mayor 300 N Holly Street DeQuincy, LA 70633 <a href="mailto:SmithRiley@gmail.com">SmithRiley@gmail.com</a>
Iowa, LA 9/7/2020-Ongoing	<b>Removed &amp; Disposed:</b> Veg, C&D, hangers (486 trees), leaners (15 trees); <b>Reduced by</b> Grinding (43,142 CY) & compacting (10,021 CY); 1 Site; <b>Monitored</b> by Tetra Tech	\$1,336,030+	74,960+	Paul Hess, Mayor, 115 N. Thompson Ave Iowa, LA 70647 <a href="mailto:mayor@iowala.org">mayor@iowala.org</a>
Lake Charles, LA 9/3/2020-Ongoing	<b>Removed &amp; Disposed:</b> Veg, C&D, Compacted C&D, Mulch, hangers (19,295 trees), leaners (1,267 trees), white goods (799) stumps (3) <b>Reduced by</b> Grinding (2,146,181 CY) & compacting (1,752,772 CY); 5 Sites; <b>Monitored</b> by Tetra Tech	\$73,827,550+	3,823,164+	John Cardone, Jr. City Administrator 326 Pujo Street, 10 <sup>th</sup> Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 <a href="mailto:mayorsactionline@cityoflc.us">mayorsactionline@cityoflc.us</a>
Sulphur, LA 9/2/2020-Ongoing	<b>Removed &amp; Disposed:</b> Veg, C&D, Compacted C&D, Mulch, white goods (467), HHW (23,580 lbs) <b>Reduced by</b> Grinding (496,207 CY) & compacting (325,818 CY); 1 Site; <b>Monitored</b> by Tetra Tech	\$15,121,135+	834,732+	Stacy Dowden, Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 <a href="mailto:sdowden@sulphur.org">sdowden@sulphur.org</a>
Vinton, LA 9/1/2020-1/21/2021	<b>Removed &amp; Disposed:</b> Veg, C&D, Compacted C&D, Mulch, hangers (248 trees), leaners (2 trees), white goods (229), ewaste (56) <b>Reduced by</b> Grinding (103,203 CY) & compacting (41,546 CY); 2 Sites <b>Monitored</b> by Tetra Tech	\$2,591,105	144,750	Mayor Kenneth Stinson, 1200 Horridge Street Vinton, LA 70668 Ofc: 337-496-3806 <a href="mailto:mayor@cityofvinton.com">mayor@cityofvinton.com</a>
Westlake, LA 9/3/2020-3/13/2021	<b>Removed &amp; Disposed:</b> Veg, C&D, Compacted C&D, Mulch, Hangers (313 trees), leaners (401 trees) <b>Reduced by</b> Grinding (206,656 CY) & compacting (108,644 CY); 1 Site; <b>Monitored</b> by Tetra Tech	\$5,715,701	315,301	Mayor Robert Hardey, 101 Mulberry Street Westlake, LA 70669 Ofc: 337-532-2757 <a href="mailto:mayor@cityofwestlake.com">mayor@cityofwestlake.com</a>
2020 Hurricane Hanna	2 Activations	\$1,015,284.25 Total Event Cost	12,043 Total Event CY	Invoiced through September 24, 2020
GLO, TX 9/2/2020-9/24/2020	<b>Removed &amp; Disposed:</b> C&D, Pipe line(48), Parking lot (11,533 CY) & Beach Debris (510 CY) to 1-Final Disposal Site <b>Monitored</b> by Thompson	\$826,234.25	12,043	Texas General Land Office: Sheila Kirk, CTCD <a href="mailto:Sheila.Kirk@GLO.Texas.GOV">Sheila.Kirk@GLO.Texas.GOV</a> ; Rene Garcia <a href="mailto:Rene.Garcia@GLO.TEXAS.GOV">Rene.Garcia@GLO.TEXAS.GOV</a>
Nueces County, TX Through 8/26/2020	Damage Assesment Lump Sum	\$189,050		Kathy Ard-Blattner Nueces County Deputy Emergency Management Coordinator 901 Leopard St., Suite 303 Corpus Christi, TX 78401 Office-361-888-0876 Cell-361-533-4024 <a href="mailto:Kathy.ard-blattner@nuecesco.com">Kathy.ard-blattner@nuecesco.com</a>
2020 Tropical Storm Cristobal	2 Activations	\$1,961,292 Total Event Cost	55,827 Total Event CY	Invoiced through July, 22 2020
Harrison County,MS 6/15/2020-7/22/2020	<b>Removed &amp; Disposed:</b> Veg Beach Debris, to (1) Final Disposal Site <b>Monitored</b> by Volkert	\$1,406,216	55,827	Daniel Boudreaux, County Engineer, 15309 C Community Rd, Gulfport, MS 39503
Dauphin Island, AL Through 6/5/2020	<b>Removed &amp; Disposed:</b> Push Sand T&M	\$555,075		Mayor Collier, Town of Dauphin Island, 1011 Bienville Blvd., Dauphin Island, AL 36528
2020 Tornado	2 Activations – 2 DMS's – FEMA DR-4541-TN	\$12,292,233 Total Event Cost	1,434,742 Total Event CY	Invoiced through June 22, 2020





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<b>Chattanooga, TN</b> 4/26/2020-06/22/2020	<b>Removed &amp; disposed:</b> vegetation, C&D, mulch, C&D compaction, Parks debris, hangers (60 trees), leaners (41 trees), Stumps (4); <b>Reduced by Grinding</b> (235,714 CY), by C&D compaction (86,491 CY) DMS sites (1); <b>Monitored</b> by Tetra Tech ADMS	\$6,687,929	322,205	<b>Maura Sullivan</b> , Chief Operating Officer 101 E. 11 <sup>th</sup> Street Chattanooga, TN 37402 Ph: 423-643-7230 <a href="mailto:purchasing@chattanooga.gov">purchasing@chattanooga.gov</a>
<b>Metro Government Nashville &amp; Davidson County, TN</b> 3/6/2020-5/8/2020	<b>Removed &amp; Disposed:</b> vegetation, C&D, mulch, C&D compacted, Parks debris, stumps (73); <b>Reduced by Grinding</b> (215,722 CY), by C&D compaction (107,750 CY) DMS sites (4); <b>Monitored</b> by Tetra Tech ADMS	\$5,604,304	646,351	<b>Phillip Jones</b> , PW Operations Manger 750 South 5 <sup>th</sup> Street Nashville, TN 37206 Ph: 615-533-2377 <a href="mailto:phillip.jones@nashville.gov">phillip.jones@nashville.gov</a>
<b>2019 Tornado - TX</b>	<b>1 Activation – 1 DMS</b>			
<b>Richardson, TX</b> 10/25/2019-12/6/2019	<b>Removed &amp; Disposed:</b> vegetation; c&d; mulch; <b>Reduced by Grinding</b> (43,519 CY); <b>Monitored</b> by Rostan	\$670,890	59,443	<b>Travis Switzer</b> , Assitant Director Public Services 1260 Columbia Dr. Richardson, TX 75081 Ofc. (972) 744-4402, Cell. (972) 744-5814, <a href="mailto:travis.switzer@cor.gov">travis.switzer@cor.gov</a>
<b>2019 Tropical Storm Imelda</b>	<b>1 Activation – 1 DMS FEMA DR-4466-TX</b>			
<b>Montgomery Co, TX</b> 10/1/2019-11/8/2019	<b>Removed &amp; Disposed:</b> C&D Direct; E-waste (840); White Goods (178); <b>Monitored</b> by Atkins Global	\$401,065	24,727	<b>Darren Hess</b> , Director of EM 9472 Airport Rd Conroe, TX 77303, 936-523-3901 <a href="mailto:Darren.hess@mctx.org">Darren.hess@mctx.org</a>
<b>2019 Special Project - TX</b>	<b>1 Activation – 1 DMS</b>			
<b>Dickinson, TX</b> 01/2019-02/2019	<b>Removed &amp; disposed:</b> <b>Waterway</b> Debris Removal from Dickinson Bayou resulting from Hurricane Harvey	\$2,900,321	27,872	<b>Stephanie Russell</b> , Assistant City Administrator 4000 Liggio, Dickinson, TX 77539 281-337-8839 <a href="mailto:srussell@ci.dickinson.tx.us">srussell@ci.dickinson.tx.us</a>
<b>2019 Misc – FL</b>		<b>\$155,717</b> Total Event Cost		
<b>Ft Myers Beach, FL</b> 4/15/2019-5/8/2019	<b>Red Algae Removal</b>	\$136,817	Hrly	<b>Chelsea O'Riley</b> , Public Works Manager, 2525 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext 1700, <a href="mailto:chelsea@fmbgov.com">chelsea@fmbgov.com</a>
<b>Okaloosa Co, FL</b> 4/18/2019	<b>Debris &amp; Underbrush Removal</b>	\$18,900	Hrly	<b>Jim Reece, CHMM</b> , Recycling Coordinator, 84 Ready Ave, NW, Ft Walton Beach, FL 32548, Tel: 850-651-7394, Fax: 850-651-7397, <a href="mailto:jreece@myokaloosa.com">jreece@myokaloosa.com</a>
<b>2019 Hurricane Dorian</b>	<b>2 Activations – 2 DMS's – FEMA DR-4464-SC</b>	<b>\$430,366</b> Total Event Cost	<b>31,294</b> Total Event CY	
<b>Dorchester Co, SC</b> 9/16/2019-10/18/2019	<b>Removed &amp; Disposed:</b> vegetation; mulch; <b>Reduced by Grinding</b> (46,568 CY); Citizen Sites Managed; <b>Monitored</b> by Tetra Tech	\$408,086	31,294	<b>Jason Carrher</b> Public Works Director, 2120 E. Main Street Dorchester, SC 29437 (843) 607-5908 cell (843) 832-0070 work <a href="mailto:jcarraher@dorchestercountysc.gov">jcarraher@dorchestercountysc.gov</a>
<b>Hilton Head, SC</b> 9/15/2019	<b>Emergency Push</b>	\$22,280	Hrly	<b>Jennifer Lyle</b> , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, work 843-341-4779 cell 843-384-2629, <a href="mailto:jennifer@hiltonheadislandsc.gov">jennifer@hiltonheadislandsc.gov</a>
<b>2018 Hurricane Michael CAT V (FL)</b>	<b>16 Activations – 29 DMS's – FEMA-DR-4399 FL</b>	<b>\$250,192,413</b> Total Event Cost	<b>16,902,944</b> Total Event CY	
<b>Apalachicola, FL</b> 10/21/2018-12/18/2018	<b>Removed &amp; Disposed:</b> vegetation; Leaners (5); Hangers (1,267 Trees); White Goods (15); <b>Reduced by Grinding</b> (52,178 CY); <b>Monitored</b> by Tetra Tech	\$1,085,115	59,069	<b>Ronald W. Nalley</b> , City Manager; 1 Avenue E., Apalachicola, FL 32320; <a href="mailto:amklibrary2017@gmail.com">amklibrary2017@gmail.com</a> ;





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Bay Co, FL 10/17/2018-10/15/2020	<b>Removed &amp; Disposed:</b> (ROW, PPDR, Waterway) vegetation; C&D; Leaners (6,275); Hangers (7,220 Trees); White Goods (492); <b>Reduced by Grinding</b> (1,846,395 CY); <b>C&amp;D Compact</b> (488,141 CY); <b>Projects:</b> Waterway & Canal clearing; <b>Debris</b> removed from eligible parks, cemeteries & schools <b>Monitored</b> by Landfall Strategies; Tetra Tech	\$42,577,274	3,178,971	<b>Keith Bryant</b> , Director of Public Works, 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; <a href="mailto:kbryant@baycountycl.gov">kbryant@baycountycl.gov</a>
Bainbridge, GA 4/23/2019-7/29/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (659); Hangers (40,931 Trees); Stumps (16); Mulch; <b>Reduced by Grinding</b> (53,383 CY); <b>Monitored</b> by True North	\$1,407,790	53,576	<b>Chris Hobby</b> , City Manager, 101 South Broad Street, Bainbridge, GA 39817 (229) 248-2005 <a href="mailto:chrish@bainbridgecity.com">chrish@bainbridgecity.com</a>
Carrabelle, FL 10/30/2018-12/19/2018	<b>Removed &amp; Disposed:</b> vegetation; Hangers (404 Trees); <b>Reduced by Grinding</b> (18,456 CY); <b>Monitored</b> by Tetra Tech	\$358,306	23,628	<b>Courtney Dempsey</b> , CRA Director, 1001 Gray Avenue, Carrabelle, FL 32322; 850-544-5233; <a href="mailto:citycbe1@qtcom.net">citycbe1@qtcom.net</a>
Dauphin Island, AL 10/10/2018-2/13/2019	<b>Sand Removal</b>	\$271,683	Hrly	<b>Mayor Jeff Collier</b> , 1011 Bienville Blvd., Dauphin Island, AL 36528 251-861-5525; <a href="mailto:jcollier@townofdauphinisland.org">jcollier@townofdauphinisland.org</a>
Decatur Co, GA 3/22/2019-8/3/2019	<b>Removed &amp; Disposed:</b> (ROW, ROE) Vegetation; C&D; Leaner (1,914); Hangers (18,585 Trees); Stumps (82); <b>Reduced by Grinding</b> (212,988 CY); <b>Monitored</b> by True North	\$5,463,141	215,087	<b>Chris Hobby</b> , City Manager, 101 South Broad Street, Bainbridge, GA 39817 (229) 248-2005 <a href="mailto:chrish@bainbridgecity.com">chrish@bainbridgecity.com</a>
Dog Island, FL 9/12/2019-9/20/2019	<b>Removed &amp; Disposed:</b> Vegetation / Construction & Demo	\$864,918	Lump Sum	<b>Pamela Brownell</b> , EM Director, 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6743; <a href="mailto:em3frank@fairpoint.net">em3frank@fairpoint.net</a>
Florida DEP 2/7/2019-6/6/2019	<b>Removed &amp; Disposed:</b> Vegetation; <b>Reduced Grinding</b> (116,672 CY)	\$17,721,523	181,231	<b>Scott Woolam</b> , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, <a href="mailto:Scott.Woolam@dep.state.fl.us">Scott.Woolam@dep.state.fl.us</a>
Franklin Co, FL 10/16/2018-1/4/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (67); Hangers (1,414 Trees); HHW (1,120 Lbs); White Goods (233); Freon (215); E-Waste (94); <b>Reduced by Grinding</b> (90,244 CY); <b>Monitored</b> by Tetra Tech	\$2,215,778	145,862	<b>Pamela Brownell</b> , EM Director, 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6743; <a href="mailto:em3frank@fairpoint.net">em3frank@fairpoint.net</a>
Jackson Co, FL 10/12/2018-9/20/2019	<b>Emergency Push</b> <b>Removed &amp; Disposed:</b> vegetation; C&D; mulch; Hangers (21,388 Trees); Leaners (13,431); Stumps (7); <b>Reduced by Grinding</b> (2,399,088 CY); <b>Monitored</b> by Metrics / Thompson	\$40,141,024	2,459,442	<b>Wilanne Daniels</b> , County Administrator 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446 Ofc: 850-693-6657 <a href="mailto:danielsw@jacksoncountycl.gov">danielsw@jacksoncountycl.gov</a> <b>Rodney Andreasen</b> , Director of Emergency Management; 850-718-0007; Cell 850-573-1048; <a href="mailto:randreasen@jacksoncountycl.gov">randreasen@jacksoncountycl.gov</a>
Lynn Haven, FL 10/10/2018-11/12/2019	<b>Emergency Push</b> <b>Removed &amp; Disposed:</b> vegetation; Leaners (433); Hangers (1,588 Trees); Stumps (22); <b>Reduced by Grinding</b> (558,533 CY) & C&D Compaction (186,548 CY) [3 sites]; <b>Debris</b> removed from eligible parks, cemeteries & schools; <b>Monitored</b> by Tetra Tech; <b>Provided</b> Sat. Phones	\$13,845,235	721,375	<b>Michael White</b> , City Manager, 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; <a href="mailto:citymanager@cityoflynnhaven.com">citymanager@cityoflynnhaven.com</a>
Mexico Beach, FL 2/25/2019-10/10/2019	<b>Dredge, Sand Sift and Replacement</b>	\$12,527,617	47,828	<b>Tommy Davis</b> , Public Works Manager 850-527-3087 201 Paradise Path Mexico Beach, FL 32410 <a href="mailto:tdavis@mexicobeachgov.com">tdavis@mexicobeachgov.com</a> <b>Tanya Castro</b> , City Administrator, 201 Paradise Path, Mexico Beach, FL 32410 <a href="mailto:t.castro@mexicobeachgov.com">t.castro@mexicobeachgov.com</a>
Panama City Beach, FL 1/14/2019-1/24/2019	<b>Reduction by Grinding</b> (54,233 CY), Haul out	\$443,085	18,074	<b>Janine Thomas</b> , EM Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5160 <a href="mailto:jthomas@pcb.gov">jthomas@pcb.gov</a>





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Panama City, FL 10/11/2018-7/20/2020	<b>Emergency Push</b> <b>Removed &amp; Disposed:</b> vegetation; C&D; Leaners (20,185); Hangers (32,489 Trees); Stumps (6,968); <b>Reduced</b> by Grinding (2,304,854 CY) & Compacted C&D (1,662,850 CY); <b>Debris</b> removed from eligible parks, cemeteries & schools <b>Monitored</b> by Landfall Strategies	\$81,749,978	3,950,059	<b>Neil Fravel</b> , Director of Public Works; 819 E. 11 <sup>th</sup> Street, Panama City, FL 32401; 850-872-3015; <a href="mailto:nfravel@pcgov.org">nfravel@pcgov.org</a>
Parker, FL 10/23/2018-5/3/2019	<b>Emergency Push</b> <b>Removed &amp; Disposed:</b> vegetation; C&D; Leaners (344); Hangers (846 Trees); Stumps (21); <b>Reduced</b> by Grinding (389,576 CY) C&D Compaction (159,188 CY); <b>Monitored</b> by Tetra Tech	\$7,865,326	535,114	<b>Ashley Rizzo</b> Human Resources, Benefits & Safety Administrator, 850-871-4104, <a href="mailto:arizzo@cityofparker.com">arizzo@cityofparker.com</a> ; 1001 West Park Street, Parker, FL 32404 850-960-1908, Cell 850-528-9032; <a href="mailto:narowell@cityofparker.com">narowell@cityofparker.com</a>
Washington Co, FL 10/18/2018-5/31/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (10,301); Hangers (35,683 Trees) Stumps (108); <b>Reduced</b> by Grinding (1,445,814 CY); <b>Monitored</b> by Witt O'Briens	\$23,870,365	1,501,666	<b>Ms. Lynne Abel</b> , EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; <a href="mailto:label@washingtonfl.com">label@washingtonfl.com</a>
2018 Hurricane Florence CAT 1 (NC & SC)	18 Activations – 16 DMS's – FEMA-DR-4393-NC FEMA-DR-4394-SC	\$29,914,480 Total Event Cost	2,190,278 Total Event CY	
Bald Head Island, NC 10/10/2018-2/20/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (275); Hangers (3,148 Trees); White Goods (225); HHW (1,440 Lbs); <b>Reduced</b> by Grinding (24,599 CY) C&D Compaction (7,858 CY); <b>Monitored</b> by Landfall Strategies	\$1,378,786	38,327	<b>Chris Clemmons</b> , Director of Public Works; 110 Rothschild Street, Holden Beach, NC 28463; 910-842-6488; <a href="mailto:pworks@hbtownhall.com">pworks@hbtownhall.com</a> <b>Chris McCall</b> – Village Manager, 910-457-9700; <a href="mailto:cmccall@villagebhi.org">cmccall@villagebhi.org</a>
Bolivia, NC 10/2/2018-1/15/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (10); Hangers (36 Trees); <b>Reduced</b> by Grinding (749 CY); <b>Monitored</b> by Landfall Strategies	\$15,489	1,110	<b>Dustin Graham</b> , Director of Public Works; 700 Sunset Blvd., Sunset Beach, N 28468; 910-579-6297 ext 1048, Cell 910-443-1144; <a href="mailto:dgraham@sunsetbeachnc.gov">dgraham@sunsetbeachnc.gov</a> <b>Jane Marston</b> , Mayor, 910-471-2024
Brunswick Co, NC 9/26/2018-1/24/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (2,196); Hangers (19,333 Trees); <b>Reduce</b> by Grinding (323,631 CY); <b>Monitored</b> by Landfall Strategies	\$6,106,287	385,556	<b>Wyatt Richardson</b> , Operation Services Director of Parks & Recreation; 102 Town Hall Drive, Leland, NC 28451; 910-332-4651, Cell 910-470-7347; <a href="mailto:wrichardson@townofleland.com">wrichardson@townofleland.com</a> <b>Micki Bozeman</b> , Solid Waste Coordinator, <a href="mailto:micki.bozeman@brunswickcountync.gov">micki.bozeman@brunswickcountync.gov</a>
Calabash, NC 12/10/2018-12/20/2018	Grinding	\$17,941	4,810	<b>Charles "Chuck" Nance, Jr.</b> Town Administrator 882 Persimmon Road Calabash, NC 28467 Ph: 910-579-6747 Cell: 910-742-1342 <a href="mailto:tcacalabash@atmc.net">tcacalabash@atmc.net</a>
Caswell Beach, NC 10/5/2018-1/22/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (3); Hangers (182 Trees); <b>Reduced</b> by Grinding (8,721 CY); <b>Monitored</b> by Landfall Strategies	\$154,906	11,794	<b>Mayor Jane Marston</b> ; PO Box 93, Bolivia, NC 28422; 910-471-2024; <a href="mailto:townhall.bolivia@atmc.net">townhall.bolivia@atmc.net</a> ;
Duplin Co, NC 10/1/2018-12/11/2018	<b>Removed &amp; Disposed:</b> vegetation; White Goods (1,186); HHW (6,200 Lbs); <b>Reduced</b> by Grinding (92,323 CY) C&D Compaction (97,708 CY); <b>Monitored</b> by Tetra Tech	\$2,682,013	229,937	<b>Chris Vernon</b> , Emergency Management Director; 209 Seminary St. Kenansville, NC 28349; 910-296-2160 x224, Cell 910-271-2772; <a href="mailto:chris.vernon@duplincountync.com">chris.vernon@duplincountync.com</a>
Fayetteville, NC 9/26/2018-11/30/2018	<b>Removed &amp; Disposed:</b> vegetation; <b>Reduced</b> by Grinding (126,511 CY); <b>Monitored</b> by Tetra Tech	\$1,991,073	153,445	<b>Jackie Tuckey</b> , Public Information Officer 910-433-1854 <a href="mailto:jtuckey@ci.fay.nc.us">jtuckey@ci.fay.nc.us</a> <b>Scott L. Bullard</b> , Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; <a href="mailto:sbullard@ci.fay.nc.us">sbullard@ci.fay.nc.us</a>
Holly Ridge, NC 10/5/2018-1/9/2019	<b>Removed &amp; Disposed:</b> vegetation; mulch; Hangers (135 Trees); <b>Reduced</b> by Grinding (8,972 CY); <b>Monitored</b> by Tetra Tech	\$156,380	13,951	<b>Carin Z. Faulkner</b> , MPA Town Manager 910-329-7081 ext. 223
Jacksonville, NC 9/7/2018-2/6/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (39,190); Hangers (2,823 Trees); <b>Reduced</b> by Grinding (273,804 CY); <b>Monitored</b> by Thompson	\$5,245,709	346,145	<b>Wally Hansen</b> , Public Services Director – Engineering & Construction; PO Box 128, Jacksonville, NC 28451; 910-938-5260; <a href="mailto:whansen@ci.jacksonville.nc.us">whansen@ci.jacksonville.nc.us</a> ; <b>Dr. Richard L. Woodruff</b> , City Manager; 910-938-5220; <a href="mailto:citymanager@ci.jacksonville.nc.us">citymanager@ci.jacksonville.nc.us</a>





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City of Iowa Colony, TX

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Leland, NC 9/29/2018-12/21/2018	<b>Removed &amp; Disposed:</b> vegetation; Leaners (143); Hangers (872 Trees); <b>Reduced</b> by Grinding (113,667 CY); <b>Monitored</b> by Landfall Strategies	\$1,527,901	132,975	<b>Wyatt Richardson</b> , Operations Services Director; 102 Town Hall Drive, Leland, NC 28451 Ofc: 910-332-4651 Cell: 910-470-7347 <a href="mailto:wrichardson@townofleland.com">wrichardson@townofleland.com</a>
Navassa, NC 10/23/2018-11/28/2018	<b>Removed &amp; Disposed:</b> vegetation; C&D; <b>Monitored</b> by Landfall Strategies	\$184,995	17,724	<b>Mayor Eulis Willis</b> ; 334 Main St., Navassa, NC 28451; 910-371-2432; <a href="mailto:mayor@townofnavassa.org">mayor@townofnavassa.org</a>
Northwest, NC 10/16/2018-11/17/2018	<b>Removed &amp; Disposed:</b> vegetation; C&D; Leaners (15); Hangers (81 Trees); <b>Monitored</b> by Landfall Strategies	\$29,944	2,097	<b>Mayor James Knox</b> - 910-515-9677 - <a href="mailto:cityofnorthwest@cityofnorthwest.com">cityofnorthwest@cityofnorthwest.com</a>
North Topsail Beach, NC 9/18/2018-12/19/2018	<b>Removed &amp; Disposed:</b> C&D; <b>Reduction</b> by C&D Compaction (40,177 CY); <b>Sandscreening</b> (37,170 CY); <b>Monitored</b> by Tetra Tech	\$1,282,198	62,474	<b>Thomas Best</b> , Public Works Director; 3315 Gray St., North Topsail Beach, NC 28460; 910-328-9297, Cell 910-376-0453; <a href="mailto:tbest@ntbnc.org">tbest@ntbnc.org</a>
Oak Island, NC 10/9/2018-1/23/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (154); Hangers (2,752 Trees); <b>Reduced</b> by Grinding (55,965 CY); <b>Monitored</b> by Landfall Strategies	\$1,764,065	150,972	<b>David Kelley</b> , Town Manager; <a href="mailto:dkelly@ci.oak-island.nc.us">dkelly@ci.oak-island.nc.us</a>
Onslow Co, NC 9/30/2018-1/12/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (78); Hangers (9,313 Trees); <b>Reduced</b> by Grinding (408,348 CY); <b>Monitored</b> by Tetra Tech	\$6,349,470	567,036	<b>Norman Bryson</b> , Emergency Services Director; 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; <a href="mailto:Norman_Bryson@onslowcountync.gov">Norman_Bryson@onslowcountync.gov</a>
Richlands, NC 10/5/2018-1/5/2019	<b>Removed &amp; Disposed:</b> vegetation; Hangers (182 Trees); <b>Reduced</b> by Grinding (7,599 CY); <b>Monitored</b> by Tetra Tech	\$138,476	11,311	<b>Gregg Whitehead</b> , Town Administrator 302 S. Wilmington Street Richlands, NC 28574 910-324-3301 <a href="mailto:administrator@richlandsnc.gov">administrator@richlandsnc.gov</a>
Sandy Creek NC 10/15/2018-11/12/2018	<b>Removed &amp; Disposed:</b> vegetation; <b>Reduced</b> by Grinding (1,188 CY); <b>Monitored</b> by Landfall Strategies	\$14,987	1,410	<b>Genn Marshall</b> , Mayor; 910-655-6028 or 240-256-0810
SCDOT 9/4/2018-11/28/2018	<b>Removed &amp; Disposed:</b> vegetation; <b>Monitored</b> by Thompson	\$117,975	4,867	<b>Tom Johnson</b> , SCDOT Manager / Emergency Operation; 803-354-2288; <a href="mailto:johnstona@scdot.org">johnstona@scdot.org</a>
Shallote, NC 10/5/2018-1/16/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (46); Hangers (563 Trees); <b>Reduced</b> by Grinding (10,169 CY); <b>Monitored</b> by Landfall Strategies	\$151,948	11,863	<b>Mimi Gaither</b> , Town Administrator; 910-619-7452
Swansboro, NC 9/7/2018-11/7/2018	<b>Removed &amp; Disposed:</b> vegetation; Leaners (8); Hangers (87 Trees); <b>Reduced</b> by Grinding (30,816 CY); <b>Monitored</b> by Thompson	\$535,676	37,536	<b>Scott Chase</b> , Town Manager; 601 W. Corbett Avenue, Swansboro, NC 28584; 910-326-4428 x 175, Cell 910-712-4500; <a href="mailto:schase@ci.swansboro.nc.us">schase@ci.swansboro.nc.us</a>
Varnamtown, NC 10/11/2018-1/15/2019	<b>Removed &amp; Disposed:</b> vegetation; Leaners (9); Hangers (283 Trees); <b>Reduced</b> by Grinding (4,368 CY); <b>Monitored</b> by Landfall Strategies	\$68,261	4,938	<b>Judy Galloway</b> , Mayor; 910-842-6697; <a href="mailto:jlg@atmc.net">jlg@atmc.net</a>
2018 Project Other Projects	4 Contracts	\$793,126		
Dauphin Island, AL	Tropical Storm Gordon – Sand Removal	\$14,000	Hourly	<b>Mayor Jeff Collier</b> ; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; <a href="mailto:jcollier@townofdauphinisland.org">jcollier@townofdauphinisland.org</a>
Eastern Shipbuilding Group	Dredging	\$741,332	Hourly	<b>Greg Bourdreux</b> , Project Manager 2200 Nelson Street Panama City, FL 32402 850-763-1900 xt. 3328 Cell: 850-819-9093, <a href="mailto:gboudreux@easternshipbuilding.com">gboudreux@easternshipbuilding.com</a>
Orange Beach, AL	Miscellaneous Sand Projects	\$2,200	Hourly	<b>Phillip West</b> , Coastal Resource Manager; 4101 Oganee Beach Blvd., Orange Beach, AL 36561; 251-981-6788, Cell 251-747-6166; <a href="mailto:pwest@orangebeachal.gov">pwest@orangebeachal.gov</a>
TNC – The Nature Conservancy	Constructed Living Shoreline; Channel Dredging; Spoils Removal and Helen Woods Park Oyster Castle Pallets; Debris removed from eligible parks	\$28,800	Hourly	<b>Mary Kate Brown</b> , Coast Projects Manager, 118 N. Royal St. Suite 500 Mobile, AL 36602 251-433-1150 Cell: 251-550-3728, <a href="mailto:mkbrown@tnc.org">mkbrown@tnc.org</a>



**CrowderGulf**  
RFP for Debris Management and Removal Services  
City of Iowa Colony, TX

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Red Tide / Fish Kill Cleanup	6 Contracts Activated for Event	<b>\$2,341,980</b> Total Event Cost		
Barrier Islands Park, Boca Grande, FL 8/8/2018-8/14/2018	Remove debris from beach	\$7,051	Hourly	Sharon McKenzie, Exec. Dir., Barrier Islands Parks Society, PO Box 637, Boca Grande, FL 33921, 941-964-0060, <a href="mailto:smckenziebips@gmail.com">smckenziebips@gmail.com</a>
Collier Co, FL 8/27/2018-9/4/2018	Remove debris from Canal & Bay	\$47,444	Hourly	Gary McAlpin, <a href="mailto:Gary.McAlpin@colliercountyfl.gov">Gary.McAlpin@colliercountyfl.gov</a>
Ft Myers Beach, FL 7/31/2018-8/12/2018	Remove debris from Beach / Canal & Bay	\$262,767	Hourly	Chelsea O'Riley, <a href="mailto:chelsea@fmbgov.com">chelsea@fmbgov.com</a>
Lee Co, FL 8/20/2018-9/3/2018	Remove debris from Beach / Canal & Bay	\$374,201	Hourly	Mary Tucker, Dir of Procurement, Lee Co Board of County Commissioners, 1500 Monroe St, 4 <sup>th</sup> Floor, Ft Myers, FL 33901, 239-533-8881, <a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>
Sanibel, FL 7/31/2018-9/6/2018	Remove debris from Beach / Canal & Bay	\$1,556,961	Hourly	Laura Zautcke, Ops Manager, City of Sanibel, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-9615, ext 368, <a href="mailto:Laura.Zautcke@mysanibel.com">Laura.Zautcke@mysanibel.com</a>
Sarasota Co, FL 8/28/2018-8/31/2018	Remove debris from Beach	\$93,556	Hourly	Lois Rose, Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 <a href="mailto:lerose@scgov.net">lerose@scgov.net</a>

Copy





## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for CrowderGulf, LLC (file number 801557137), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on February 27, 2012.

It is further certified that the entity status in Texas is in existence.

copy  
In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 24, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs  
Secretary of State

[MY SAM](#)[SEARCH RECORDS](#)[DATA ACCESS](#)[CHECK STATUS](#)[ABOUT](#)[HELP](#)

## Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

[BACK TO USER DASHBOARD](#)

### CrowderGulf, LLC

DUNS: [REDACTED] CAGE  
Code: [REDACTED]  
Status: Active

5629 COMMERCE BLVD E  
MOBILE, AL, 36619-9225  
UNITED STATES

Expiration Date: 09/25/2021

Purpose of Registration: All Awards

### Entity Overview

### Entity Registration Summary

DUNS: [REDACTED]  
Name: CrowderGulf, LLC  
Doing Business As: CrowderGulf Joint Vent  
Business Type: Business or Organization  
Last Updated By: Melinda Edwards  
Registration Status: Active  
Activation Date: 10/01/2020  
Expiration Date: 09/25/2021

### Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200814-1154

WWW6





January 8, 2021

RE: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the mid seven figures and a line of credit in the amount of \$75,000,000.00 and we are currently working to increase it to \$150,000,000.00

If you have any questions, please contact me at 251-690-1087.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Esfeller".

Christopher Esfeller  
Senior Vice President  
Commercial Banking  
[christopher.esfeller@regions.com](mailto:christopher.esfeller@regions.com)

11 N Water Street, Mobile, Alabama 36602



January 8, 2021

RE: CrowderGulf, LLC  
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Partners is proud to represent CrowderGulf, LLC. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf, LLC with single bond limits up to \$250,000,000 and an aggregate program of \$500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.


As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Partners

A handwritten signature in blue ink, appearing to read "James C. Congelio", is written over the printed name.

James C. Congelio

CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 9/22/2020		
<b>PRODUCER</b> Pathway Insurance Group, LLC 753 Nichols Avenue Fairhope, AL 36532			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
<b>INSURED</b> CrowderGulf, LLC 5629 Commerce Blvd. E Mobile, AL 36619			<b>COMPANIES AFFORDING COVERAGE</b>				
			COMPANY A THE GRAY INSURANCE COMPANY				
			COMPANY B				
			COMPANY C				
				COMPANY D			
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	<b>GENERAL LIABILITY</b>	XSGL-074436	8/1/2019	7/1/2022	<b>GENERAL AGGREGATE</b> Unlimited		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$3,000,000.00		
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$1,000,000.00		
					EACH OCCURRENCE \$1,000,000.00		
					FIRE DAMAGE (Any one fire) \$100,000.00		
A	<b>AUTOMOBILE LIABILITY</b>	XSAL-075438	8/1/2019	7/1/2022	MED EXP (Any one person) \$5,000.00		
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$1,000,000.00		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)		
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)		
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE		
A	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT		
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY		
					EACH ACCIDENT		
					AGGREGATE		
A	<b>EXCESS LIABILITY</b>	GXS-043602	7/1/2020	7/1/2021	EACH OCCURRENCE \$4,000,000.00		
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$4,000,000.00		
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM						
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	GWC-071166	8/1/2019	7/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$1,000,000.00		
	OTHER				EL DISEASE - POLICY LIMIT \$1,000,000.00		
					EL DISEASE - EA EMPLOYEE \$1,000,000.00		
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.							
<b>CERTIFICATE HOLDER</b> 2523#1  "SAMPLE"			<b>CANCELLATION</b> In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.  <b>AUTHORIZED REPRESENTATIVE</b>  				
GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY				

## CERTIFICATE OF INSURANCE

Page 2

### THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet.

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension


D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.




**E-Verify**  
Employment Eligibility Verification

Welcome  
Kelley James

User ID  
KJAM1888

Last Login  
01:00 PM - 11/17/2014


Log Out

Click any  for help

[Home](#)  
[My Cases](#)  
[New Case](#)  
[View Cases](#)  
[Search Cases](#)  
[My Profile](#)  
[Edit Profile](#)  
[Change Password](#)  
[Change Security Questions](#)  
[My Company](#)  
[Edit Company Profile](#)  
[Add New User](#)  
[View Existing Users](#)  
[Close Company Account](#)  
[My Reports](#)  
[View Reports](#)  
[My Resources](#)  
[View Essential Resources](#)  
[Take Tutorial](#)  
[View User Manual](#)  
[Share Ideas](#)  
[Contact Us](#)

## Company Information

**Company Name:** CmwrdrGulf, LLC

**Company ID Number:** 

**Doing Business As (DBA) Name:**

**DUNS Number:**

**Physical Location:**  
**Address 1:** 5629 COMMERCE BLVD E  
**Address 2:**  
**City:** MOBILE  
**State:** AL  
**Zip Code:** 36619  
**County:** MOBILE

**Mailing Address:**  
**Address 1:**  
**Address 2:**  
**City:**  
**State:**  
**Zip Code:**

**Additional Information:**  
**Employer Identification Number:** 010626019  
**Total Number of Employees:** 20 to 99  
**Parent Organization:**  
**Administrator:**

**Organization Designation:**  
**Employer Category:** None of these categories apply

**NAICS Code:** 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES

**Total Hiring Sites:** 1

**Total Points of Contact:** 3

**View MOU**

[View / Edit](#)  
[View / Edit](#)  
[View / Edit](#)

U.S. Department of Homeland Security - [www.dhs.gov](http://www.dhs.gov) U.S. Citizenship and Immigration Services - [www.uscis.gov](http://www.uscis.gov) [Enable Permanent Tooltips](#) [Accessibility](#) [Download Viewers](#)

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CrowderGulf, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**5629 Commerce Blvd. East**

6 City, state, and ZIP code  
**Mobile, AL 36619**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

0	1	-	0	6	2	6	0	1	9
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Ashley Ramsay-Naile*

Date ► 05/23/2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.





# IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583

Aaron I. Bell  
Chief of Police

Phone: (281) 369-3444  
Fax: (281) 406-3722

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To: Ron Cox, Interim City Manager

From: Aaron Bell, Chief

Date: June 15, 2021

**Re: Debris Management & Removal Services  
Letter of Recommendation**

Mr. Cox;

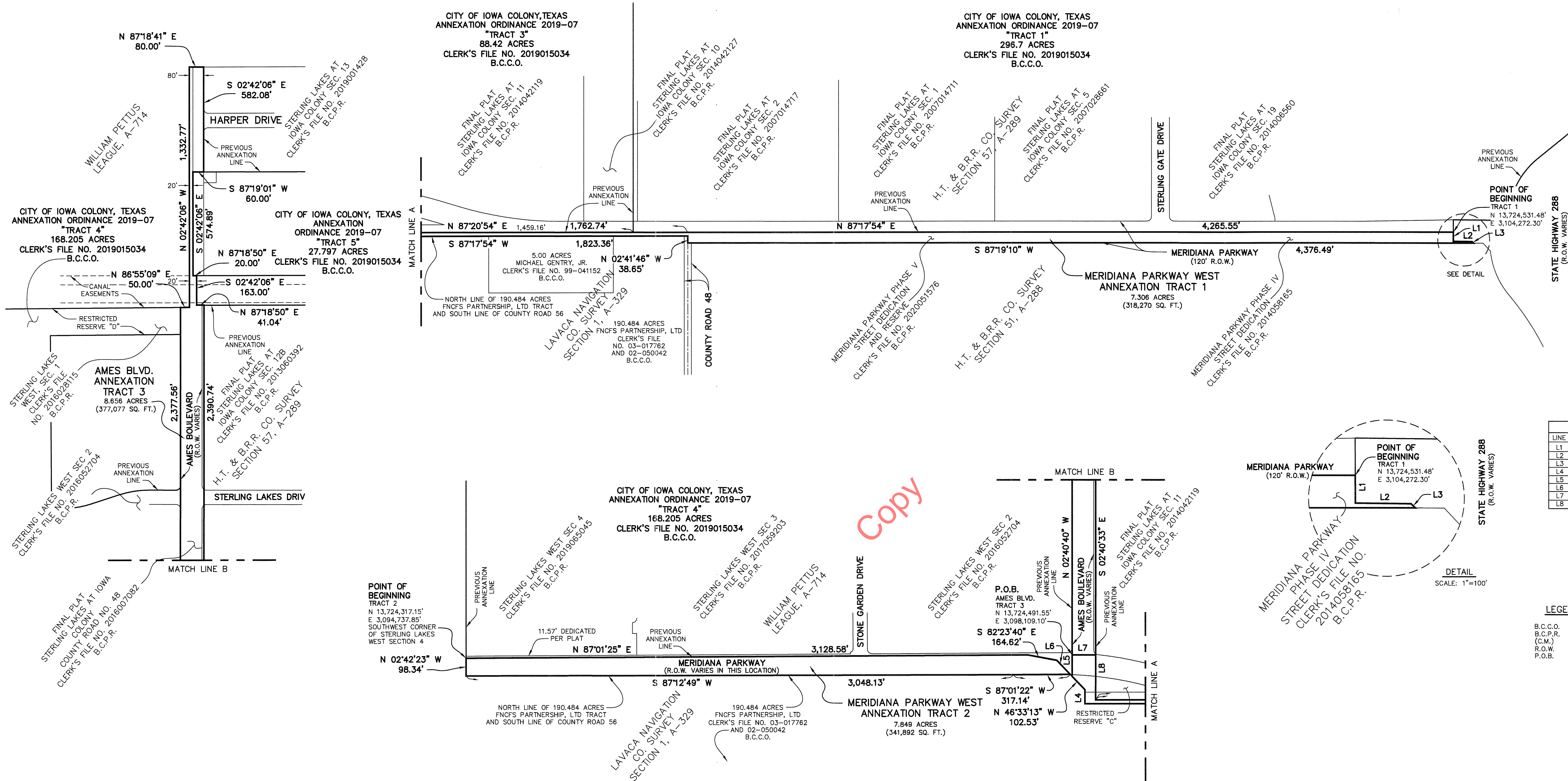
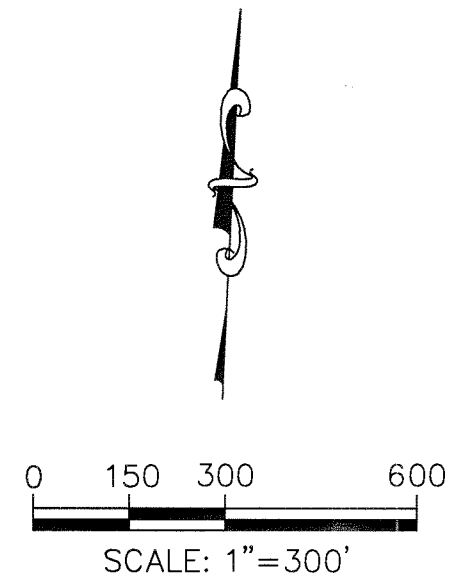
We have solicited Requests For Proposals (RFP), in the area of Emergency Management addressing "Debris Management & Removal Services".

We received four proposals before the deadline. Each proposal has been reviewed and scored per the RFP by city staff. Although each submission has experience in this area and has met or exceeds most, if not all, of the requirements outlined in the RFP. The proposal with the highest weighted score is Crowder Gulf, LLC. TLC Engineering, Inc documents within their proposal where they have successfully worked with other city and county governments within the Greater Houston Area as well as the Federal Emergency Management Agency (FEMA) in Debris Management & Removal Services.

I would also like to point out that, not only does Crowder Gulf, LLC meet or exceed the requirements outlined within the RFP, they have a large list of potential subcontractors within the immediate area, to include Rosharon, Manvel, and Alvin that are listed as a Historically Underutilized Business (HUB), Small Business Enterprise (SBE) as well as Minority Owned Business (MBE).

Based on the information that I have reviewed, I would respectfully recommend that we request approval from City Council to negotiate and enter into a contract with Crowder Gulf, LLC for Debris Management and Removal Services for the reasons listed above. I also believe that a contract with Crowder Gulf, LLC would meet or exceed the minimum requirements of the Federal Emergency Management Agency (FEMA) during reimbursement after a Presidential Declared Disaster.

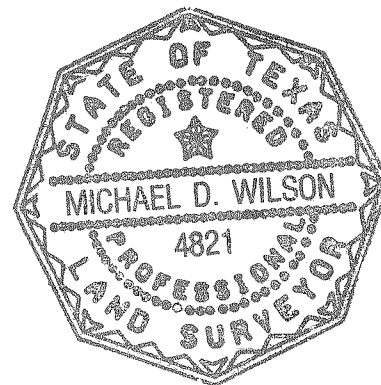




LINE CHART		
LINE	BEARING	DISTANCE
L1	S 02°54'58" E	51.50
L2	N 87°52'12" E	103.43
L3	S 49°01'54" E	11.19
L4	N 02°42'06" W	77.77
L5	N 02°40'40" W	118.94
L6	S 46°32'37" E	107.93
L7	N 87°19'27" E	130.94
L8	S 02°40'33" E	249.05

LEGEND	
B.C.C.O.	BRAZORIA COUNTY CLERK'S OFFICE
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
(C.M.)	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING


NOTES:  
1. THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. DISTANCES ARE SURFACE. SCALE FACTOR: 0.99857950.



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

MICHAEL D. WILSON R.P.L.S.  
TEXAS REGISTRATION NO. 4821

05/12/21

 <b>THE WILSON SURVEY GROUP</b> PROFESSIONAL LAND SURVEYORS 2006 E. BROADWAY PEARLAND, TEXAS (281) 485-3991 T.B.P.E.L.S. FIRM NO. 10014900 WEBSITE: WWW.WILSONSURVEY.COM		CAD FILE 21-123.dwg ORIGINAL PLOT DATE: 05/13/21 DWN C.L.H. CKD M.D.W. APPD M.D.W. SCALE 1"=300' JOB NO. 21-123 SHEET 1 OF 1
<b>CITY OF IOWA COLONY</b>		
EXHIBIT MAP OF THREE ANNEXATION TRACTS IN THE H.T. & B.R.R. CO. SURVEY, SECTION 57, ABSTRACT NO. 289 IN BRAZORIA COUNTY, TEXAS		



## ALVIN INDEPENDENT SCHOOL DISTRICT

**Patrick Miller**  
Chief of Operations

### PETITION FOR ANNEXATION

The Alvin Independent School District owns the following real property ("the Property") in Brazoria County, Texas:

Description of a 15 acre tract of land situated in the William Pettus League, Abstract No. 714, Brazoria County, Texas

Whereas, the Alvin Independent School District hereby petitions the City of Iowa Colony, Texas, to annex the Property.

The Property is one-half mile or less in width, contiguous to the City of Iowa Colony, and has no qualified voters residing on it.

OWNER:

Alvin Independent School District



Signature of Authorized Agent

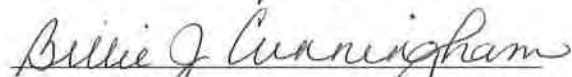
Printed Name: Patrick Miller

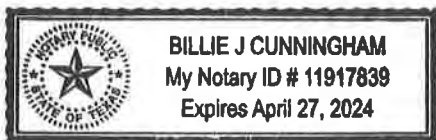
Title: Chief of Operations

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the 14 day of January, 2021, by Patrick Miller, as the Chief of Operations, on behalf of Alvin Independent School District.

  
Notary Public in and for the State of Texas





PLACE OF  
COMMENCING  
ACCESS EASEMENT

CALLED 300.9 ACRES TRACT 1  
BEING OUT OF THAT CERTAIN TRACT OF LAND  
DESCRIBED IN A DEED TO GEORGE V. SOWERS, JR., TRUSTEE  
RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 2006003948  
LOCATED IN THE  
WILLIAM PETTUS LEAGUE, A-714  
BRAZORIA COUNTY, TEXAS

PLACE OF  
TERMINATION  
ACCESS EASEMENT

1.44 ACRES TRACT  
BEING OUT OF THAT CERTAIN TRACT OF LAND  
DESCRIBED IN A DEED TO GEORGE V. SOWERS, JR., TRUSTEE  
RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 2006003948  
LOCATED IN THE  
WILLIAM PETTUS LEAGUE, A-714  
BRAZORIA COUNTY, TEXAS

Scale 1" = 200'



# EXHIBIT "A"

ACCESS EASEMENT  
BEING OUT OF THAT CERTAIN TRACT OF LAND  
(CALLED 300.9 ACRES, TRACT 1-A)  
DESCRIBED IN A DEED TO GEORGE V. SOWERS, JR., TRUSTEE  
RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 2006003948  
OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS  
LOCATED IN THE  
WILLIAM PETTUS LEAGUE, A-714 AND  
BRAZORIA COUNTY, TEXAS

I, SCOT LONE, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY  
TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND TO ALVIN INDEPENDENT  
SCHOOL DISTRICT THAT THIS SURVEY SUBSTANTIALLY COMPLES WITH THE CURRENT TEXAS  
SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR  
A CATEGORY 1A, CONDITION II SURVEY.  
WITNESS MY HAND AND SEAL THIS 5TH DAY OF AUGUST, 2014.

SCOT LONE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5007



AUGUST 5, 2014 JOB NO. 0040-1003.205

LJA Engineering, Inc.

2929 Briarpark Drive  
Suite 600  
Houston, Texas 77042  
Phone 713.953.5200  
Fax 713.953.5026

## DESCRIPTION

Of 15.000 acres of land being out of a called 300.9 acre tract of land described in a deed dated January 17, 2006, from Iowa Colony Sterling Lakes, LTD., to George V. Sowers, Jr., Trustee, as recorded in Brazoria County Clerk's File No. 2006003948 of the Official Public Records of Brazoria County, Texas, said 15.000 acres being out of the William Pettus League, Abstract No. 714, Brazoria County, Texas and being more particularly described by metes and bounds as follows: (Bearings based upon Texas State Plain Coordinates (NAD83) South Central Zone No. 4204, Grid Coordinates and may be brought to Surface by applying the scale factor of 0.99986774878);

**COMMENCING** at a  $\frac{3}{4}$  inch iron pipe found for the northwest corner of said 300.9 acres, same being in the centerline of a called 40' County Road, as recorded in Vol. 3, Pg 129 of the Plat Records of Brazoria County, Texas;

**THENCE** North  $86^{\circ} 54' 42''$  East, along the north line of said 300.9 acres and center line of said County Road, for a distance of 2660.97 feet to a point in the south line of a called 260.55 Acres (Tract 7) conveyed by deed dated December 8, 1967, to Sharp Corporation, as recorded in Vol. 1004, Pg. 761, of the Deed Records of Brazoria County, Texas;

**THENCE** South  $03^{\circ} 05' 18''$  East, for a distance of 150.00 feet to a point for the northwest corner and **PLACE OF BEGINNING** of the herein described tract;

**THENCE** North  $86^{\circ} 54' 42''$  East, along a line 150 feet south of and parallel of said 300.9 acres and center line of said County Road, for a distance of 725.23 feet to a point for corner;

**THENCE** South  $02^{\circ} 40' 40''$  East, for a distance of 840.89 feet to a point for corner;

**THENCE** along a curve to the right having a radius of 25.00 feet, a central angle of  $90^{\circ} 09' 18''$ , a chord bearing and distance S  $42^{\circ} 23' 59''$  W – 35.40 feet, and an arc length of 39.34 feet to a point for corner;

**THENCE** South  $87^{\circ} 28' 38''$  West, for a distance of 147.11 feet to a point for corner;

**THENCE** along a curve to the left having a radius of 550.00 feet, a central angle of  $18^{\circ} 07' 21''$ , a chord bearing and distance S  $78^{\circ} 24' 57''$  W – 173.24 feet, and an arc length of 173.96 feet to a point for corner;


**THENCE** South  $69^{\circ} 21' 17''$  West, for a distance of 166.63 feet to a point for corner;

**THENCE** along a curve to the right having a radius of 450.00 feet, a central angle of  $27^{\circ} 54' 53''$ , a chord bearing and distance S  $83^{\circ} 18' 43''$  W – 217.08 feet, and an arc length of 219.24 feet to a point for corner;



**THENCE** North 03° 05' 18" West, for a distance of 953.72 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 15.000 acres or 653,400 square feet of land;

**WITNESS MY HAND AND SEAL THIS THE 5<sup>th</sup> DAY OF AGUST, 2014**  
REVISED 08/22/2014

  
Scot Lowe  
Registered Professional Land Surveyor No. 5007



Prepared in conjunction with survey Proj. 0040-1003.205 dated 8/5/14

Copy

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

**SPECIAL WARRANTY DEED  
With Use Restrictions and  
Petition for Annexation**

THE STATE OF TEXAS     §  
                                     §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

THAT **THE CITY OF IOWA COLONY**, a Texas municipality ("Grantor"), for good and sufficient consideration has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** (herein the "Grantee"), its successors and assigns, subject to the Permitted Exceptions (as defined below), the following (collectively, the "Property"): all of that certain real property located in Brazoria County, Texas, more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), together with any and all buildings, improvements, thereon, all easements, tenements, hereditaments, privileges, and appurtenances belonging or appertaining thereto.

This conveyance is expressly made and accepted subject to the following matters, if any, affecting all or any part of the Property, to the extent the same are in effect on the date hereof: (i) any and all restrictive covenants, physical conditions, encroachments, rights-of-way, building set-back lines, easements, and exceptions, shown of record or evident by an inspection of the Property; (ii) any and all oil, gas and mineral conveyances, leases, mineral reservations and royalty reservations relating to the Property, shown of record or evident by an inspection of the Property; (iii) subject to the revisions in the scope of the applicable city ordinances and regulations as set forth in a development agreement between Grantor and Grantee, any and all zoning and other laws, regulations, and ordinances of municipal and/or other governmental authorities, applicable to the Property; (iv) any and all liens securing payment of real estate ad valorem taxes and assessments for the current and all subsequent years; and (v) those matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

**RESTRICTION ON USE:** The use of the Property is hereby restricted to an urban fire and emergency services facility providing a full range of services, which may include, but not be limited to, fire prevention, fire suppression, rescue operations, emergency medical response, and fire and emergency services training to be planned, developed, constructed and equipped by Grantee with such apparatus bays, apparatus bay support and vehicle maintenance, administrative and training areas, offices, dispatch facilities, training and conference rooms, residential areas, and other amenities and facilities as Grantee in Grantee's sole, good faith discretion may determine, but not fires, smoke, or other emissions on or from the Property. In the development of the Property and construction and operation of all improvements thereon and utilities thereto, Grantee and the Property shall be subject only to the engineering, architectural and aesthetic criteria,

standards, policies, practices, building codes, regulations and ordinances that are in effect for the City of Iowa Colony on May 31, 2019, as if the Property were already in the city limits of Iowa Colony ; provided, however, that two (2) years from the date of this deed the Property will become subject to the then current regulations and building codes of the City of Iowa Colony, regardless of whether or not the Property is then within the City limits of the City of Iowa Colony.

AS ADDITIONAL CONSIDERATION FOR THE CONVEYANCE OF THE PROPERTY BY GRANTOR TO GRANTEE, GRANTEE ACKNOWLEDGES THAT, EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED IN THIS DEED:

GRANTEE IS KNOWLEDGEABLE OF REAL PROPERTY. PRIOR TO THE CLOSING, GRANTEE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S OWN EXPERIENCE WITH THE PROPERTY OR GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) THAT MAY HAVE BEEN MADE BY OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS "AS IS", "WHERE IS" CONDITION, AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY WARRANTY, AND GRANTOR AND GRANTOR'S PARTNERS, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES (COLLECTIVELY, "GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (1) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE OR GOOD AND WORKMANLIKE CONSTRUCTION; (2) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (3) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY; (4) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE PROPERTY; AND (5) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. GRANTEE HEREBY EXPRESSLY AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATED TO THE CONDITION OF THE PROPERTY. IN CONSUMMATING THE PURCHASE OF THE PROPERTY, GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS (ORAL OR WRITTEN) WHICH MAY

HAVE BEEN MADE OR MAY BE MADE BY GRANTOR OR GRANTOR'S RELATED PARTIES, AND IS RELYING SOLELY UPON GRANTEE'S OR ITS REPRESENTATIVES' OWN PHYSICAL INSPECTION OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY THAT GRANTEE DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE CLOSING DATE SHALL BE AT GRANTEE'S SOLE EXPENSE. GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW, INCLUDING, BUT NOT LIMITED TO COMMON LAW, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY.

Grantor is a Texas municipality, and Grantee is a political subdivision of the state of Texas, and nothing herein shall waive or impair Grantor's or Grantee's immunity from ad valorem property taxes and related charges. Furthermore, nothing herein shall waive or impair any provision of Texas Tax Code section 23.55(f) or any other law providing that rollback taxes shall not accrue when a change of use of property results from a transfer of property to a political subdivision for a public use.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and subject to the herein described Permitted Exceptions and other terms hereof, Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise.

**PETITION FOR ANNEXATION:** Grantee hereby petitions the City of Iowa Colony to annex the Property herein conveyed. This petition shall be construed as a new petition for annexation each day, and this petition shall run with the land and be binding on Grantee and its successors and assigns.

*[Signature Pages Follow]*



EXECUTED effective as of June 10, 2020

**GRANTOR:**

**CITY OF IOWA COLONY, TEXAS**

By:   
Michael Byrum-Bratsen, Mayor

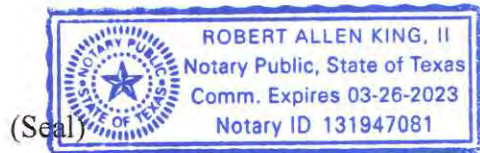
**ATTEST:**


  
Kayleen Rosser, City Secretary

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF Brazoria     §

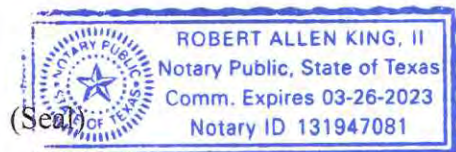
This instrument was acknowledged before me on the 11 of June 2020, by Michael Byrum-Bratsen, as Mayor on behalf of the City of Iowa Colony, Texas.




  
Notary Public Signature

THE STATE OF TEXAS     §  
  §  
COUNTY OF Brazoria     §

This instrument was acknowledged before me on the 11 of June 2020, by Kayleen Rosser, as City Secretary on behalf of the City of Iowa Colony, Texas.



  
Notary Public Signature

[Signature Page Continues]

ACCEPTED AND AGREED BY GRANTEE.

**BRAZORIA COUNTY EMERGENCY  
SERVICES DISTRICT NO. 3**

By: [Signature]  
Darrell Valusek, President of the Board

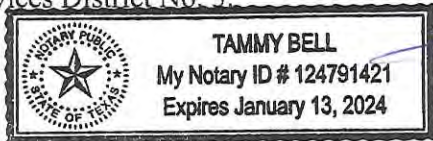
ATTEST:  
[Signature]  
Frank Hagdorn, Secretary of the Board

Grantee's Address:  
6931 Masters Road  
P.O. Box 1253  
Manvel, TX 77578

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §  
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 11 of June 2020, by Darrell Valusek, as President of the Board on behalf of Brazoria County Emergency Services District No. 3.

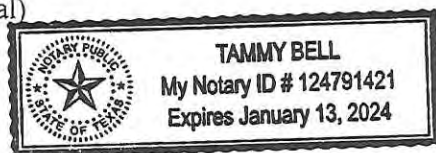


[Signature]  
Notary Public Signature

THE STATE OF TEXAS §  
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 11 of June 2020, by Frank Hagdorn, as Secretary of the Board on behalf of Brazoria County Emergency Services District No. 3.

(Seal)



[Signature]  
Notary Public Signature

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

Copy

METES AND BOUNDS DESCRIPTION  
1.565 ACRE (68,175 SQUARE FEET)  
H.T.&B. RAILROAD COMPANY SURVEY, SECT. 51, ABSTRACT NUMBER 288  
BRAZORIA COUNTY, TEXAS

Being a tract or parcel containing 1.565 acre (68,175 square feet) of land situated in the H.T.&B. Railroad Company Survey, Sect. 51, Abstract Number 288, Brazoria County, Texas, and being out of and a portion of the called 4.606 acre tract as described in the deed to The City Of Iowa Colony, Texas, recorded under Brazoria County Clerk's File Number 2017042142 which is out of and a portion of Restricted Reserve "A" in Block 1 of Karsten Boulevard Phase I Street Dedication and Reserves according to the plat thereof recorded under Brazoria County Clerk's File Number 2018053880; said 1.565 acre tract being more particularly described by metes and bounds as follows (all bearings stated herein are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83, as per the plat of Sierra Vista Sect 1 recorded under Brazoria County Clerk's File Number 2017058170):

COMMENCEING at a 3/4-inch iron pipe found marking the east corner of the southeast right-of-way radius cut back line at the intersection of Sierra Vista Boulevard (100 feet wide) according to the plat thereof recorded under Brazoria County Clerk's File Number 2017058170 and Meridiana Parkway (120 feet wide) according to the plat thereof recorded under Brazoria County Clerk's File Number 2017058165;

THENCE, North 87°16'24" East, along the south right-of-way line of said Meridiana Parkway, a distance of 327.96 feet to a 5/8-inch iron rod found marking the northeast corner of the called 2.875 acre tract as described in the deed to Sierra Vista Corner, LLC, recorded under Brazoria County Clerk's File Number 2018008915 and the northwest corner and POINT OF BEGINNING of the herein described tract;

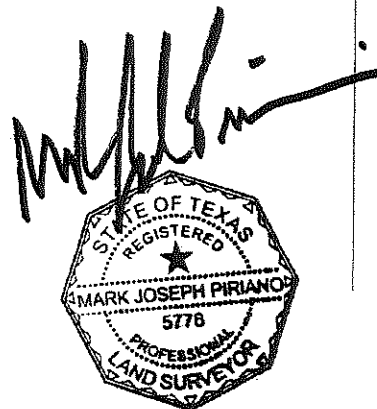
THENCE, North 87°16'24" East, continuing along said south right-of-way line, a distance of 192.00 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northeast corner of the herein described tract from which a found 5/8-inch iron rod marking the west corner of the southwest right-of-way cutback line at the intersection of said Meridiana Parkway and the Karsten Boulevard (120 feet wide) bears North 87°16'24" East, 327.55 feet;

THENCE, South 02°43'36" East, crossing said called 4.606 acre tract, a distance of 355.08 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the north line of the called 2.850 acre tract as described in the deed to Land Tejas Sterling Lakes South, LLC, recorded under Brazoria County Clerk's File Number 2018048995 marking the southeast corner of the herein described tract, from which a found 5/8-inch iron rod in the west line of said Karsten Boulevard bears North 87°16'24" East, 352.56 feet;

THENCE, South 87°16'24" West, along said north line, passing at a distanced of 36.20 feet a 5/8-inch iron rod found marking an angle corner in the north line of said Sierra Vista Sect 1 and continuing along said north line for a distance of 192.00 feet to a 5/8-inch iron rod with plastic cap stamped "JONES-CARTER" found marking the southeast corner of said called 2.875 acre tract common with the southwest corner of the herein described tract, from which a 5/8-inch iron rod found marking the northeast corner of Restricted Reserve "A" in said Sierra Vista Sect 1 bears South 87°16'24" West, 103.81 feet;

THENCE, North 02°43'36" West, along the east line of said called 2.875 acre tract, a distance of 355.08 feet to the POINT OF BEGINNING and containing 1.565 acre (68,175 square feet) of land. This description is based on the plat of the ALTA/ACSM Land Title Survey prepared by Terra Surveying Company, Inc., dated June 21, 2019, TSC Project Number 1851-1918-S.

Revised 06/09/20 - Karsten  
Compiled by: Mark J. Piriano, RPLS.  
Terra Surveying Company, Inc.  
MB1656.doc





## **EXHIBIT "B"**

### **PERMITTED EXCEPTIONS**

This conveyance is also expressly made and accepted subject to the following matters, affecting all or any part of the Property, and reference for particulars is hereby made to any recorded documents herein mentioned:

1. "The term "the mineral estate" herein shall mean all oil, gas, and other minerals of any nature whatsoever, whether similar or dissimilar, and all surface rights and other rights of the mineral estate. This conveyance does not include any interest in the mineral estate."

All easements and other terms of the

2. Restrictive Covenants of record itemized below:

Recording Date: October 22, 2018

Recording No.: 2018053880 Plat Records

3. Building Set Back Line Twenty-Five (25) feet in width along both the north and the south property lines of the subject property, as shown by the plat recorded under Clerk's Number 2018053880 of the Plat Records of Brazoria County, Texas; as shown on the survey dated June 21, 2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc., a copy of which is attached hereto marked Exhibit "C" and made a part hereof for all purposes.
4. Building Set Back Line Ten (10) feet in width along the west property line of the subject property, as shown by the plat recorded under Clerk's Number 2018053880 of the Plat Records of Brazoria County, Texas; as shown on the survey dated June 21, 2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc.
5. Sanitary Sewer Easement, being Twenty (20) feet by Twenty-Five (25) feet in width, located at, or near, the southeast corner of the westerly 1.6 acre portion of Restricted Reserve "A", as shown by the plat recorded under Clerk's Number 2018053880 of the Plat Records of Brazoria County, Texas; as shown on the survey dated June 21, 2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc.
6. Pipeline Easement Thirty (30) feet in width along the north property line, granted to ETC NGL Transport, LLC, as set out in instrument dated February 29, 2012, filed for record under Clerk's File No. 2012010807 of the Official Public Records of Brazoria County, Texas; as reflected by the plat recorded under Clerk's File Number 2018053880 of the Official Public Records of Brazoria County, Texas; as shown on the survey dated June 21,

2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc.

7. Pipeline Easement Twenty-Five (25) feet in width, beginning at a line Five (5) feet along the north property line, granted to Enterprise Crude Pipeline, LLC, as set out in instrument filed for record on November 9, 2016 under Clerk's File Nos. 2016055348 and 2016056368 of the Official Records of Brazoria County, Texas; as reflected by the plat recorded under Clerk's File Number 2018053880 of the Plat Records of Brazoria County, Texas; as shown on the survey dated June 21, 2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc. Encroachment Agreement by and between Enterprise Crude Pipeline LLC and Land Tejas Sterling Lakes South, L.L.C., filed for record on September 18, 2019, under Clerk's File Number 2019046209 of the Official Public Records of Brazoria County, Texas.

8. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 20, 1945, recorded on December 26, 1945, in Volume 402, Page 6 of the Deed Records of Brazoria County, Texas. Conveyance of said interest by document dated February 15, 1973, recorded in Volume 1149, Page 370 of the Deed Records of Brazoria County, Texas.

Waiver(s) of Surface Rights and Affidavit(s) of Non-Production, filed for record under Clerk's File No's. 2006007692 and 2007048315 of the Official Public Records of Brazoria County, Texas.

9. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 8, 1954, recorded on February 16, 1954, in Volume 584, Page 416 of the Deed Records of Brazoria County, Texas.

10. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated November 15, 1956, recorded on January 22, 1957, in Volume 676, Page 567 of the Deed Records of Brazoria County, Texas.

11. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 13, 1973, recorded on February 16, 1973, in Volume 1149, Page 510 of the Deed Records of Brazoria County, Texas.

Waiver(s) of Surface Rights and Affidavit(s) of Non-Production, filed for record under Clerk's File No's. 2006007692 and 2007048315 of the Official Public Records of Brazoria County, Texas.

12. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 17, 2003, filed for record under Clerk's File No. 03 079750 of the Official Public Records of Brazoria County, Texas. Without any right to use the surface of, or above the subsurface depth of 100 feet under, the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) for exploring for, mining, drilling for, developing, producing, removing, storing, processing, treating and transporting such oil, gas, sulphur or other minerals, which surface use right is hereby waived.

13. Declaration of Gas Unit dated July 23, 1993, filed for record under Clerk's File No. 93-026455 of the Official Public Records of Brazoria County, Texas.
14. Lease for coal, lignite, oil, gas and other minerals, together with rights incident thereto, dated July 23, 2008, by and between 241 South Freeway Joint Venture, as Lessor, and Alexander & Heath, as Lessee, as evidenced by the Memorandum of Oil, Gas and Mineral Lease, filed for record on July 30, 2008, under Clerk's File No. 2008038642 of the Official Public Records of Brazoria County, Texas. Amended by document dated February 11, 2011, being effective as of July 23, 2008, filed for record on April 28, 2011, under Clerk's File No. 2011016856 of the Official Public Records of Brazoria County, Texas.
15. Declaration of Pooling and Unit Designation of "Hoss Gas Unit," dated effectively as filed for record, on July 16, 2013, under Clerk's File No. 2013034623 of the Official Public Records of Brazoria County, Texas.
16. Terms, conditions and stipulations contained in that certain Permanent Easement Agreement, pertaining to a Thirty (30) foot easement for pipeline purposes, executed by and between Land Tejas Sterling Lakes South, L.L.C., and ETC NGL Transport, LLC, dated February 29, 2012, filed for record under Clerk's File No. 2012010807 of the Official Public Records of Brazoria County, Texas.
17. Terms, conditions and stipulations contained in that certain Special Warranty Deed, executed by Land Tejas Sterling Lakes South, L.L.C., conveying to The City of Iowa Colony, Texas, dated August 21, 2017, filed for record under Clerk's File No. 2017042142 of the Official Public Records of Brazoria County, Texas.
18. All terms of the Access and Utility Easement and Development Agreement between the City of Iowa Colony, Texas and Brazoria County Emergency Services District No. 3, recorded on or about the same date as this deed, including but not limited to the easements therein created or described.
19. Terms, conditions and stipulations of that certain Permanent Easement Agreement by and between The City of Iowa Colony, Texas, and M2E3, LLC, evidenced by Memorandum of Permanent Easement Agreement dated December 13, 2019, filed for record on January 8, 2020, under Clerk's File Number 20020001109 of the Official Public Records of Brazoria County, Texas.

**EXHIBIT "C"**  
**SURVEY**

Copy







12003 Iowa Colony Blvd.  
Iowa Colony Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005  
www.iowacolonytx.gov



03-16-15

Copy

Employee Personnel Policies  
and  
Procedures Handbook  
  
City of Iowa Colony, Texas

Adopted:  
March 16, 2015  
Amended:  
November 18, 2019

April 20, 2020  
February 22, 2021  
June 21, 2021

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**.....**

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**Acknowledgement Form**

I have received a copy of the City of Iowa Colony Personnel Policies and Procedures Handbook and I understand that they govern the terms of my employment. I understand that I can direct any questions that I may have regarding these Personnel Regulations to my supervisor.

THIS HANDBOOK IS INTENDED AS A GUIDE AND ITS PROVISIONS **DO NOT ALTER THE AT-WILL EMPLOYMENT RELATIONSHIP OR CONSTITUTE AN EMPLOYMENT AGREEMENT, A CONTRACT, OR A GUARANTEE OF CONTINUED EMPLOYMENT.**

THE CITY OF IOWA COLONY RESERVES THE RIGHT TO CHANGE THE PROVISIONS OF THIS HANDBOOK AT ANY TIME AND WITHOUT PRIOR NOTICE. THE PROVISIONS CONTAINED IN THIS POLICY HANDBOOK ARE APPLICABLE TO ALL CITY OF IOWA COLONY EMPLOYEES.

ANY PROMISES THAT CONFLICT WITH PROVISIONS IN THIS HANDBOOK ARE EFFECTIVE ONLY IF IN WRITING, SIGNED BY THE **MAYOR/CITY MANAGER** OR HIS/HER DESIGNEE , AND APPROVED BY CITY COUNCIL AS REFLECTED BY ITS OFFICIAL MINUTES.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date

Copy



## I. INTRODUCTION

The City of Iowa Colony welcomes you to our staff. We want to make your first days on the job as pleasant and comfortable as possible.

As a new employee you may have questions about City policies, procedures, and expectations of you as an employee. This handbook will answer most of those questions.

The information in this handbook is to provide a consistent guide to you on policies and other personnel matters. It is not intended to give specific guidelines for every conceivable personnel interaction. These guidelines are sufficiently broad to provide the latitude of discretion, which may be needed in individual situations. This policy should be referred to regularly when making decisions affecting you and City personnel. It will help ensure that decisions are fair, consistent, and in accordance with the desires of City management. It is your responsibility to ask questions if you do not understand any policy or procedure. The more you know about Iowa Colony, the easier it will be for you to understand your role in relation to other positions.

The City retains the right to change, modify, suspend, interpret, add to or cancel any of the benefits, policies and procedures at any time and at its sole discretion. Any employee who continues to work after a policy has been revised and implemented is deemed to have accepted the change in policy. This handbook is subject to the constitution and laws of the State of Texas and the United States. The City of Iowa Colony is an At-Will employer (see Section 2.01). This handbook does not create, reflect or imply any contractual, legal, or vested rights. Either you or the City may terminate this relationship at any time with or without cause.

References to benefits, insurance coverage, leave accruals and holiday pay are applicable to regular full-time employees and may be applicable to part-time employees on a pro-rated basis.

The ~~Mayor~~CITY MANAGER or his/her designee is authorized and directed to administer this handbook, including the right to establish whatever detailed regulations and procedures may be necessary to further explain and clarify the provisions of this handbook.

In addition to the policies outlined in this manual, it is the prerogative of each department director to develop and implement standard operating procedures, guidelines or general orders, which are separate from or in addition to the policies contained in this handbook. Department procedures must be consistent with City policies and in no case will departmental policies supersede those contained in this handbook. The ~~Mayor~~CITY MANAGER or his/her designee will resolve any conflicts between department policies and citywide policies.

Many of the policies and descriptions in this handbook are summarized from laws, rules, plans, insurance policies and other official documents which actually control specific matters. These official documents take precedence over this handbook, although the handbook may be more restrictive. The City Secretary or Human Resource representative is responsible for providing access to the official documents during normal business hours.

It is your responsibility as an employee to read, understand and comply with all policies, procedures, guidelines and practices of both the City and individual departments.

This version of the City of Iowa Colony Employee Personnel Policies and Procedures Handbook supersedes all prior versions issued by the City. This handbook was approved by the City of Iowa Colony City Council on March 16, 2015.

### 1.01 Purpose and Objectives

The purpose of this Handbook is to provide you with a better understanding of the City of Iowa Colony, what we stand for, and what we expect of our employees. This Handbook cannot cover every situation that may arise during your employment, but is designed to be a general guide to key policies. Flexibility is crucial to meeting the changing needs of our City and, if appropriate, the City may depart from the policies and procedures contained in this Handbook. The ~~Mayor~~CITY MANAGER or his/her designee may, with approval of the City Council, unilaterally change, rescind,

supplement, or supersede these rules at any time without notice. The provisions of these rules shall control over any contradictory statements made by any City supervisor.

The objectives of the personnel policies are as follows:

- (A) To promote good and uniform personnel practices and administration in the management of the City's human resources;
- (B) To develop sound practices of recruitment, advancement and tenure, that will make municipal employment attractive as a career and encourage each employee to render the employee's best services to the residents of the City;
- (C) To ensure that compensation is based upon individual merit and the relative duties and responsibilities of positions in the service of the City;
- (D) To promote high morale by the consistent administration of these policies; and
- (E) To provide that tenure of employees covered by these policies shall be subject to good conduct, satisfactory performance, necessity for the position, and availability of funds.

#### **1.02 Application of Policies**

The Handbook policies shall apply to all City employees, provided that the provisions may be varied in the case of an employee with a written employment agreement approved by the City Council. All employees must become familiar with and abide by these policies. The City reserves the right to revise or rescind any policy at any time. The City also reserves the right to make final decisions as to the interpretation and intent of all information contained in this employee handbook.

The City Council reserves the right to interpret, change, suspend, or cancel, with or without notice, all or any part of these policies, or procedures contained herein.

#### **1.03 Management Authority**

General and final authority for personnel administration rests with the MayorCITY MANAGER or his/her designee, with the exception of matters reserved to the City Council by State law.

**Management Authority.** The City may modify, revoke, suspend, interpret, terminate, or change any or all of its policies and procedures, in whole or in part, at any time. The issuance of these policies and procedures does not constitute a contract between the City and its employees for any duration of employment. There is no specified length of employment, and either the City or the employee can terminate the employment relationship at any time, for any reason.

Policy administration rests with MayorCITY MANAGER or his/her designee and MayorCITY MANAGER or his/her designee reserves sole authority to administer City operations.

**Departmental Policy and Procedural Requirements.** Individual City departments may develop policies and procedures that are consistent with City policies and procedures. Department policies and procedures that are operational and that do not relate to those in this handbook, or other approved operational manuals, do not need to be reviewed and approved by the MayorCITY MANAGER or other appropriate departments. All others, however, are subject to approval by the appropriate City department. All employment related department policies must be reviewed by the MayorCITY MANAGER. Department Directors are responsible for obtaining the necessary review and approval prior to issuing such departmental policies and procedures. Departmental policies and procedures will not become effective unless they have been reviewed and approved in accordance with this policy.

**Miscellaneous.** Policies and procedures apply to all employees of the City, both on and off duty where applicable, unless otherwise indicated, restricted by proper authority, or prohibited by State and/or Federal law.

Only the City Council has the authority to enter into an employment agreement, promise, or commitment contrary to these policies and procedures, and all such agreements, promises, and/or commitments entered into by the MayorCITY MANAGER or his/her designee must be contained in an express written employment contract signed by both the MayorCITY MANAGER or his/her designee and the affected employee.

Any statement in a policy and/or procedure found to be illegal, incorrect, and/or not applicable will not affect the validity and intent of the remaining content of such policy or procedure.

Titles utilized do not govern, limit, modify, or affect the scope of meaning or intent of any provision.

Any conflicts, questions, or ambiguities in City or departmental policies and procedures will be decided by the MayorCITY MANAGER or his/her designee.

The MayorCITY MANAGER or his/her designee may delegate rights and powers granted under these policies and procedures to the department head or to others as deemed appropriate in the MayorCITY MANAGER or his/her designee sole discretion.

#### **1.04 Amendment of Policies**

This handbook has been approved by the City Council of the City of Iowa Colony, Texas. The MayorCITY MANAGER or his/her designee is responsible for the implementation of the personnel policies.

Amendments of substance require approval by the City Council. Minor amendments (formatting, updating per changes in federal or state law, changes due to re-organization, etc.) may be done by the MayorCITY MANAGER or his/her designee, but must be reported to City Council.

General and final authority for personnel administration rests with the MayorCITY MANAGER or his/her designee, with the exception of matters reserved to the City Council by state law.

Authority may be delegated to appropriate staff members to act in the MayorCITY MANAGER's or his/her designee's behalf in the administration of this handbook; however, the final authority on personnel decisions shall be reserved to the MayorCITY MANAGER or his/her designee. Operational changes to any policy, practice, or process will require approval by the MayorCITY MANAGER or his/her designee.

No City of Iowa Colony, Texas supervisor is authorized to modify this handbook for any employee or to enter into any agreement, oral or written.

## II. DEFINITIONS

**2.01 At Will Employment.** At will employment or employment at will means the status defined in Section 3.01.2.02 ~~Mayor~~CITY MANAGER. ~~Mayor~~CITY MANAGER shall include the ~~Mayor~~CITY MANAGER and his/her designee.

**2.03 Controlled Substance.** A controlled substance is a substance, including a drug or an immediate precursor, listed in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act, TEXAS HEALTH AND SAFETY CODE ch. 481.

**2.04 Director of Human Resources.** Director of Human Resources shall include the actual position, or, if there is no such designated employee, then the ~~Mayor~~CITY MANAGER or his/her designee.

**2.05 Director.** The individual in charge of a department of the City, or the person authorized to act on his or her behalf.

**2.06 Drug.** A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user.

**2.07 Illegal Drug.** An illegal drug is any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage of is illegal; as well as any other drug, including (but not limited to) a prescription drug, used for any reason other than a legitimate medical reason and inhalants used illegally.

**2.08 Regular employee.** An employee whose position has a required workweek equal to or exceeding the full-time established workweek and budgeted for more than 1,000 hours work in a 12 month period.

**2.09 Under the influence.** For alcohol, a blood alcohol content (BAC) of .04 or above. A BAC of 0.04 means that 0.04% (four tenths of one percent) of a person's blood, by volume, is alcohol. For illegal drugs, any detectable amount. For legal drugs taken according to a prescription or consistent with over the counter instructions, under the influence shall mean the state of not having the normal use of mental and physical faculties.



### III. EMPLOYMENT STATUS

#### 3.01 Employment Status

The City classifies City employees for the purpose of employment status and benefit eligibility as follows:

A. **Orientation Period Employee.** The status of a full-time or part-time employee during the performance orientation period of initial employment, promotion, or transfer. Newly hired employees are not subject to progressive levels of discipline and are not eligible to use the City's employee appeals policy during the Orientation Period.

B. **Regular full-time.** An employee in a budgeted position with an officially scheduled work week of 40 hours or more each workweek (except for certain shift personnel, including but not limited to Police, who have different work cycles) who has successfully completed the initial orientation period. Generally, regular full-time employees are eligible for the City's full benefits package, subject to the terms, conditions, and waiting periods of each benefit program. Regular full-time employees are required to participate in the Texas Municipal Retirement System.

C. **Regular part-time.** An employee in a budgeted position with an officially scheduled work week of 20 or more hours but less than 40 hours who has successfully completed 6 months of active service with the City. Regular part-time employees who regularly work more than 20 hours per week accrue certain benefits on a pro rata basis and, who work at least 1,000 hours in a year, are eligible to participate in Texas Municipal Retirement System.

D. **Temporary/Seasonal.** An employee who is employed for only a specific time period, for a special assignment, or as an interim replacement. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary and seasonal employees retain that status unless and until notified of a change in writing by the Director of Human Resources. Temporary and seasonal employees receive all legally mandated benefits (such as workers' compensation insurance coverage), but are not eligible for the City's other employment benefits.

E. **Volunteers.** Volunteers are not employed by the City in any capacity. Volunteers elect to donate their time and services as a volunteer for the City without any expectation of compensation. Volunteers are generally not paid, are not entitled to any benefits, and are not covered by worker's compensation.

#### 3.02 Exempt/Non-Exempt status

In addition to being in one of the above categories, each employee is also designated as either exempt or nonexempt from federal and state wage and hour laws. Employees are informed of their status as exempt or nonexempt at the time of their initial employment, or subsequently if their classification changes for any reason. An employee's exempt or nonexempt classification may be changed only upon written notification by the Director of Human Resources.

#### 3.03 At-Will Employment

(a) Regardless of any other provision from any source, all employment by the City has been and shall be at-will, rather than for any certain length of time, except to the extent a written contract approved by the City Council express, clearly, explicitly, and specifically states that it is not at will. No impairment of any at-will status shall ever be implied. Employment at will means that both the employee and/or the City have the right to terminate employment at any time, with or without advance notice, and with or without cause. This handbook does not constitute a contract of employment. Nothing in this handbook shall be construed to impair the at-will status of employment with the City.

(b) Regardless of any other provision in any personnel policy or other source, No employee of the City of Iowa Colony shall have any contractual right, property right, or other right to his/her employment. Any employee of the City of Iowa Colony may be discharged, demoted, or subjected to any disciplinary action at any time at the will of the City of Iowa Colony.

(c) Although adherence to these policies is considered a condition of continued employment, nothing in these policies alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, and the City retains the right to terminate any employee at any time, for any or no reason.

(d) To the fullest extent permitted by law, this section governs and controls over all other provisions of this document and any other source, except as specifically stated otherwise in this section.

#### **3.04 No Vested Right to Procedures and Provisions**

(a) The City of Iowa Colony hereby directs its personnel to follow the procedures and provisions of this policy. However, regardless of any other provision of this policy or any other source, to the fullest extent permitted by law no employee or officer of the City of Iowa Colony shall have any contractual right, property right, or other right to the procedures and provisions hereof or of any policy or source; and to the fullest extent permitted by law the failure of the City of Iowa Colony to follow the procedures or provisions herein stated or of any policy or source shall not impair the validity of any action or decision regarding any employee or personnel.

(b) To the fullest extent permitted by law, this section governs and controls over all other provisions of this document and any other, except as specifically stated otherwise in this section.

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## **IV. EQUAL EMPLOYMENT OPPORTUNITY AND COMPLIANCE WITH LAWS**

### **4.01 Equal Employment Opportunity Policy**

The City is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures or any other aspect of employment because of age, race, religion, sex, national origin, citizenship, disability, genetics, veteran's status or other unlawful basis, is prohibited.

See Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.; Texas Commission on Human Rights Act, TEXAS LABOR CODE ch. 21.

### **4.02 ADA Policy**

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability. Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written application on a form provided by the City.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact the immediate Supervisor, Human Resources, the ~~Mayor~~CITY MANAGER or designee.

### **4.03 Job Descriptions**

Job descriptions will be established for all positions.

### **4.04 Dissemination**

The Director of Human Resources shall inform all employees of the existence of these rules and each department shall keep a copy available for reference by its employees. Upon employment, The Director of Human Resources shall give each new employee a copy of these rules.

The Director of Human Resources shall place at City Hall, Public Works, and the Police Department bulletin boards for communications that Texas Law, federal law or these rules require, or that the Director approves. Postings on these boards should include this Handbook, notice of job vacancies, Age Discrimination Act notices (29 U.S.C. § 627), Disability § Act notices (42 U.S.C. § 12115), Civil Rights Act notices (42 U.S.C. § 2000e-10a), Family Leave and Medical Act notices (29 U.S.C. § 2619), as well as Workers Compensation Act notices (TEXAS LABOR CODE § 406.005), Whistleblower Act notices (TEXAS GOVERNMENT CODE § 554.009), hazardous chemical notices (TEXAS HEALTH & SAFETY CODE ch. 502), Unemployment Act notices (TEXAS LABOR CODE § 208.001(a)) and Fair Labor Standard Act notices (29 U.S.C. § 211(e)).

### **4.05 Employee Safety**

The City is interested in all employees' safety and well-being. Accordingly, the City has developed safety rules and regulations. Each and every employee is required to obey safety rules and to exercise caution in all work activities. From time to time employees will be updated and reviewed on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can prevent accidents and injuries by obeying the safety rules of your job, by remaining alert, and by THINKING SAFETY at all times. If an employee sees something that the employee believes is an unsafe act or an unsafe condition, the employee shall immediately report it to a supervisor or to management at once.

The following safety rules apply at all times, and some specific job descriptions may contain additional operational safety guidelines. Each employee must be familiar with such rules, and apply them at all times.

- Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes, gloves, shields, etc. when those items are appropriate to the task being performed.
- Smoke only during designated times in authorized outside areas. No smoking in City vehicles, or while utilizing City equipment, or in City buildings.
- Walk; do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For your comfort and safety, wear shoes with non-slip soles, in good condition and with enclosed toes. Do not wear sandals, sneakers, moccasins or tennis shoes on any job site where feet could be injured.
- To avoid back injuries, use correct lifting methods. Get someone to help you with heavy (or difficult to handle) items.
- Be aware of sharp tools. Use safety devices where provided, and do not alter or remove them in any way. Report hazards to management immediately.
- Material Safety Data Sheets (MSDS Sheets) - You will be shown the location of the City's Material Safety Data Sheets. MSDS sheets provide valuable information about various chemicals and other agents that you may encounter in your work. They will explain possible reactions to exposure, and steps you should take if it occurs. Review this information from time to time.
- Fire - Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Try to verify the location and call the Fire Department or 911. Use proper portable extinguishers for small fires.
- Do not put fingers, hands, feet or clothing in moving machinery.
- Do not carry items in a manner that obscures your vision.
- Do not block access to fire extinguishers.
- Do not touch open or loose electrical circuits.
- Report unusual vibrations, smells, or noises coming from equipment.
- Do not wear rings or jewelry while operating machinery.
- Do not perform maintenance or repairs on running equipment.
- Do not remove or alter warning tags or safety devices.
- Never leave nails or spikes protruding from planks or boards.
- Perform routine maintenance at all scheduled intervals.
- Do not use compressed air for cleaning clothing or floors.

#### **4.06 Accident Reporting**

All accidents and injuries, however slight or seemingly inconsequential, **must immediately be reported** to the appropriate supervisor or the Director of Human Resources. Failure to report any accident or injury within 24 hours



of its occurrence may lead to disciplinary action, up to and including termination of employment. Such reports are necessary so that the City can remain in compliance with applicable laws and begin workers' compensation benefit procedures where appropriate.

Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, may be subject to disciplinary action, up to and including termination of employment.

#### **4.07 Accident Involving City Equipment or Vehicles**

Any employee involved in an accident while operating City equipment or City vehicle, whether during business hours or after hours, shall report the accident immediately to the supervisor and to the proper law enforcement agency. The employee must immediately complete an accident report, no matter how minor the damage is to the vehicle, and submit to the supervisor and to the Human Resources Director. The employee may be subject to a post-accident drug screen, as provided for by law and in this handbook.

Drivers must obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents. No one under the age of 18 may operate a City vehicle. The wearing of seat belts for the driver and all passengers is mandatory.

Any traffic fines imposed upon a City employee while operating a City vehicle will be the personal responsibility of the employee and not the City. Any employee involved in any type of accident involving City equipment may be disciplined if, upon investigation, it is determined that the employee was negligent or through carelessness or recklessness contributed to the cause of the accident.

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## V. CODE OF CONDUCT

### 5.01 Weapons Control and Violence Prevention Policy

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

(a) **Zero Tolerance.** Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the City, whether the conduct occurs on duty or off duty, is prohibited.

(b) **Weapons Control.** Unless specifically authorized by the ~~Mayor~~CITY MANAGER or his/her designee, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. Employees licensed by State of Texas to carry a concealed weapon may have a permitted weapon only on the City parking lot if it is locked in the employee's vehicle. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. Employees do not have an expectation of privacy and by continued employment an employee consents to any search for firearms or other weapons on City property by the City and/or law enforcement officials.

(c) **Mandatory Reporting.** Each City employee must immediately notify his/her supervisor, Department Director, the Director of Human Resources and /or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her Department Director and the Director of Human Resources.

(d) **Protective Orders.** Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the Director of Human Resources and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director and the Director of Human Resources of any protective or restraining order issued against them.

(e) **Confidentiality.** To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

(f) **City Property.** For purposes of this policy, City property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, swimming pools, and parks.

(g) **Documentation.** All threats and incidents of violence will be documented. Documentation will be maintained by the Director of Human Resources and/or the Police Department.

(h) **Policy Violations.** Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

### 5.02 Sexual and Workplace Harassment Policy

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.

(a) **Sexual Harassment.** One form of unlawful discrimination is sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Conduct prohibited by this policy includes, but is not limited to sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, sexual experiences, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

(b) **Other Prohibited Harassment.** In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by state or federal law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

(c) **Applicability.** This policy applies to City employees, citizens, vendors, and other visitors to the workplace.

(d) **Mandatory Reporting.**

(i) Employees. The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately in writing, or through a complaint form available from the Director of Human Resources, to:

- the Director of Human Resources; or
- the CITY MANAGER City Manager Mayor or his/her designee.

(ii) Supervisors. Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by this policy must immediately advise the Department Director and /or the Director of Human Resources in writing, or through a complaint form available from the Director of Human Resources.

(iii) Under this policy, an employee or lower level supervisor may report to and/or contact the ~~Mayor~~**CITY MANAGER** or his/her designee directly, without regard to the employee's normal chain of command.

(e) **Investigation.** All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality.

(f) **Retaliation Prohibited.** Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

(g) **Responsive Action.** Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action may be imposed in situations where employees are untruthful during an investigation.

#### **5.03 Nepotism**

(a) An employee's relationship must not create a conflict between the employee's and the City's interests. In order to prevent conflicts of interest, to avoid accusations and perceptions of biased conduct, and to maintain the confidentiality of restricted information, it is the policy of the City to restrict the employment of certain applicants, based on their degree of relationship to current employees.

(b) **Application of Policy** This policy applies to all -employees of the City.

(c) **State Law Prohibitions of Nepotism**

In general, nepotism ~~is~~ the hiring, retention, compensation, or promotion of a publicly paid employee by a public official who is closely related to that employee. Nepotism is prohibited by Texas Government Code Chapter 573. If there is a question about nepotism, then state law should be consulted, and this subsection is intended only as a very brief overview of some of the key provisions of state law.

A public official may not vote to employ his/her relative within the third degree by blood or the second degree by marriage.

Each member of the City Council is prohibited from voting to employ a person who is related to any other member of the City Council within the third degree by blood or the second degree by marriage. State law provides an exception to this rule where the employee was already employed for a certain length of time before his/her relative became a member of the City Council.

(d) **Personnel Policy Rules in Addition to State Law.** This subsection prohibits some things even if state law would allow them.

A person related to another city employee within the second degree by marriage or within the third degree by blood may be employed by the City; however, the employee must not be employed in a department in which the employee would directly or indirectly supervise, or be supervised by, a person related to that employee, within the degree. stated in this section, except as stated in this paragraph. The exception is that if the supervising relative is a member of the City Council, then the Council Member's relative may be employed by the City, but the related City Council Member shall abstain from participating in the supervision of the employee and from participation in any Council deliberation or decision that concerns the employee individually and does not apply to a bona fide category of employees.

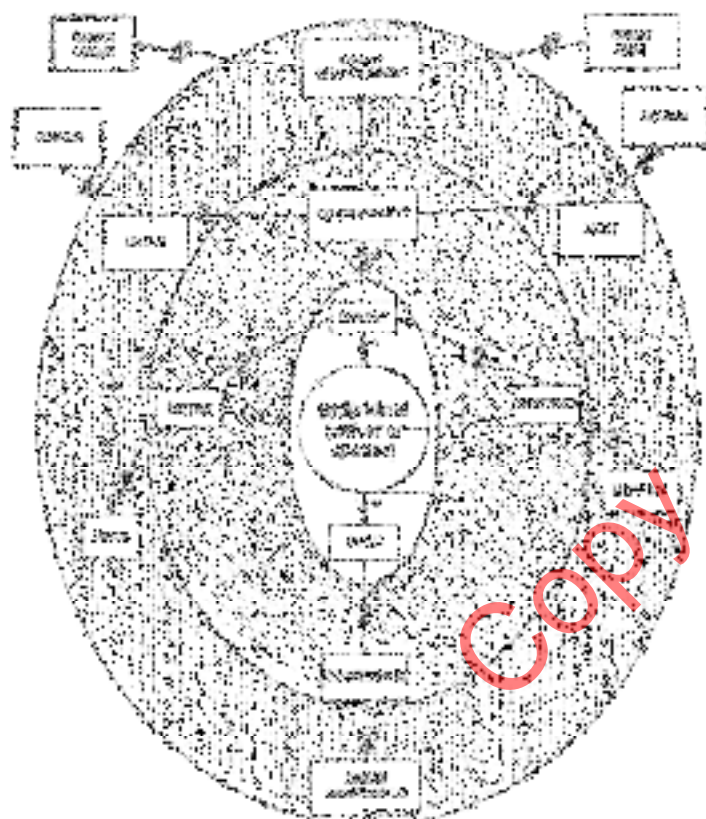
In the event of a promotion, reorganization, a marriage between two city existing employees, or any other situation giving rise to a relationship prohibited by this policy, one or both of the affected employees must immediately seek a transfer to another available position within the city for which he or she is qualified and that meets the requirements of this policy. If a suitable transfer cannot be made, within 30 calendar days of



the event giving rise to a relationship prohibited by this policy, one or both of the affected employees will be required to resign from employment. An exception to this section is provided for existing supervisory relationships of full-time employees who are employed as of the effective date of this Policy. This paragraph is also subject to the same exception as the preceding paragraph, concerning a relationship with a member of the City Council.

(e) This policy shall be applied by using the common law relationship chart as follows:

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### Degrees of Relationship Chart

This chart is a visual aid for understanding the degrees of relationship between the individual and the world. It is based on the concept of the "Degrees of Relationship" and is used to illustrate the concept of the "Degrees of Relationship" in a visual manner.

This chart is a visual aid for understanding the degrees of relationship between the individual and the world.

By

#### **Periodic Review**

Periodically, the ~~Mayor~~**CITY MANAGER** or his/her designee will review the job descriptions and interrelationship between the affected jobs and determine whether they meet the requirements set out in this policy.

#### **5.04 Political Activity**

City employees will not be appointed or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. City employees may not:

- Publicly endorse or campaign in any manner for any person seeking a City public office while in city uniform or on duty with the City.
- Use the employee's position or office to coerce political support from employees or citizens.
- Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or take any part in the management, affairs, or political campaign of any such candidate; provided nothing herein shall infringe upon the constitutional rights of an employee to express his or her opinions and to cast his or her vote.
- Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- Contribute money, labor, time or other valuable thing to any person for City election purposes.

#### **Candidacy**

No employee of the city shall be a candidate for a city elective office. If any employee of the city becomes a candidate for election to any public office of the city he/she shall, immediately upon becoming a candidate, forfeit the employment held with the city.

Additionally, city employees may not hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, *e.g.* Alvin ISD and Brazoria County. Upon becoming a candidate or otherwise deciding to seek or assume such an office, an employee must immediately resign or will be dismissed upon failure to do so.

#### **5.05 Outside Employment**

The City's Officers shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or adversely affect the person's job performance unless the Officer discloses the conflict in writing to the City Council prior to, or as soon as practicable, the existence of the conflict.

## VI. VACANCIES; EMPLOYMENT

### 6.01 Announcement of Vacancies; Job Postings

(a) **Vacancies in general.** The ~~Mayor~~CITY MANAGER or his/her designee, or a Director with notice to the ~~Mayor~~CITY MANAGER or his/her designee, may limit the selection process to qualified City employees, and City employees may be given preference in application and/or consideration.

Directors may designate and appoint employees to serve temporarily in vacant positions of higher classifications; provided, that if such appointment extends over a period more than ninety (90) days, and in absence of extenuating circumstances, it will be the general policy to promote such employees to the advanced position. Step-up pay is at the discretion of the ~~Mayor~~CITY MANAGER or his/her designee. Promotions, demotions and employee reassignments shall be made on the basis of skills, abilities and demonstrated performance.

The City hires employees based on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, national origin, religion, color, sex, age, citizenship, political affiliation, disability, genetics, veteran's status, or any other characteristic protected by law. It is the desire and intent of management to provide promotional opportunities for employees of the City by offering assistance to interested employees in developing career plans and making applicable training and educational opportunities available.

(b) **Recruitment Requirements.** The recruitment process is initiated by a Department Director submitting a request of staffing to the Director of Human Resources. Job vacancies will normally be posted internally for the benefit of any qualified employee. External recruitment may also be conducted during an internal posting.

After making a decision to hire, the hiring department must submit the appropriate paperwork to the Director of Human Resources, along with the applicable form. Offers for City employment will be communicated by the Director of Human Resources [if applicable] upon receipt of the hiring recommendation and all related paperwork.

The recruitment method for vacant director level positions may be determined by the ~~Mayor~~CITY MANAGER or his/her designee on a case by case basis.

(c) **Applications.** Anyone seeking employment, promotion, transfer, or reemployment with the City must complete and submit an official City application for the position desired. All information set forth on an application is subject to verification. Applications will normally be considered active until the vacancy is filled. Applications for employment will be considered by the Director of Human Resources.

(d) **Hiring Process.** Applicants for employment shall be required to submit to an oral interview and may be required to submit to a post-offer physical examination, drug and alcohol examination, and may be required to submit to pre-employment testing and investigation.

(e) **Disqualification.** Applicants will be disqualified from consideration for one or more of the following:

- Failure to meet the minimum qualifications necessary for performance of the duties for the position;
- If they previously worked for the City and are not eligible for rehire, or resigned in lieu of termination;
- If employment will result in a violation of the City's Nepotism Policy;
- Failure to meet minimum age requirement of 16;
- False statements or material omissions on the application form or during the application process;
- Failing any of the City's background and employment requirements including, but not limited to, drug testing;
- The applicant commits or attempts to commit a fraudulent act at any stage of the selection process;
- The applicant is not legally permitted to work in the United States;
- The applicant is unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or
- Any other reason deemed to be in the best interests of the City



## 6.02 General Requirements

All employment with the City shall be based on merit, ability and fitness for duty, as evidenced by:

- 1) training and experience as reflected by the application form plus other documentary evidence as to certification registration, etc. if required;
- 2) mental examination or performance test, if required; and
- 3) physical examination, if required.

Along with the required physical examination, all prospective employees will be required to undergo testing to be screened for substance abuse. The prospective employee will not be considered for employment should the test prove positive for controlled substances.

Background investigations may be conducted by the Director of Human Resources and/or the Director concerned. The applicant will not be considered for employment for a position for which he or she is determined to be unsuitable based upon the background information.

## 6.03 Application Process

All persons seeking employment or promotion will be required to complete, sign, and file an application with the Director of Human Resources. Supplies of application forms will be furnished by the City Hall to other departments upon request and are available for the use of individuals interested in applying for employment. The application shall include a release permitting the City free inquiry regarding the employee's background, and all information in the application shall be subject to verification.

In order to comply with the Immigration Reform and Control Act of 1986, all individuals selected for employment after November 6, 1986, must complete a Form I-9. (*4 U.S.C. § 1324a.*)

## 6.04 Physical Standards; Medical Examinations

(a) **Exam.** Except as hereinafter provided, all applicants for employment with a conditional offer of employment may be required to undergo a medical and physical examination by one or more physicians designated by the City. The purpose of the examination will be the determination and certification of physical fitness and ability to perform the duties of the position to which appointment is being considered. Such examinations are to be done after a conditional offer of employment but prior to employment.

The Director of Human Resources shall make the appointments and arrangements for the examination, and matters concerning the initiating and completing of the requirements should be taken up with the Director of Human Resources. All medical and physical examinations required by the City shall be performed at the expense of the City.

The Director of Human Resources will advise the examining medical official regarding any special or unusual requirements of this nature. The examining medical official will complete and forward to the Director of Human Resources a complete report on the prescribed form indicating his or her specific recommendation as to the suitability of the person for the employment in the position indicated.

The City endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

(b) **Serious Health Condition/Disabilities.** The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.

(c) **Medical Exams for Current Employees-Fitness for Duty.** The Director of Human Resources, or an employee's Department Director (with the prior written approval of the Director of Human Resources) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws. The employee may be placed on administrative leave with pay pending the medical examination results.

**Time Off From Work.** Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave, but may be retroactively changed to sick leave, and/or other leave as circumstances warrant as determined by the ~~Mayor~~CITY MANAGER or his/her designee or designee.

**Return to Work.** Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate the return to work through the Director of Human Resources. *Americans with Disabilities Act, 42 U.S.C. § 12132.*

#### **6.05 Valid Driver's License**

The City requires that every employee who operates a City owned [or leased] vehicle, or who drives a privately owned vehicle while carrying out job duties, must maintain a current valid Texas driver's license and an acceptable driving record as determined by the City.

Driving records will be checked prior to employment and periodically throughout the course of employment. Applicants and employees are required to provide the City with any authorizations necessary for the City to perform such a check. More than four (4) moving traffic violations in a twelve (12) month period is considered excessive and will result in failure to hire in the case of prospective employees, and will likely result in removal from driving responsibilities which could result in loss of job, and/or disciplinary action, up to and including termination, of an active employee. In certain instances, two (2) or fewer moving traffic violations in a six (6) month period may also be considered excessive. The Police Department may have stricter standards imposed.

When a special classification of driver's license is required to operate City equipment, it is the employee's responsibility to maintain the required license.

#### **6.06 Polygraphs**

(a) Except as otherwise provided herein, no City employee shall directly or indirectly request another City employee to take a polygraph examination; however, the ~~Mayor~~CITY MANAGER or his/her designee may require or authorize a polygraph examination for:

- 1) an individual applying for employment, or employed by the City, in the design, installation, and/or maintenance of security systems, or uniformed or plain clothes police or security functions; or
- 2) an individual if there is reasonable suspicion that the individual was involved in an act involving economic loss or injury to the City, such as theft, embezzlement or sabotage.

(b) This policy does not affect or limit the City Police Department's use of polygraphs in criminal investigations, including criminal investigations of City employees. *Employee Polygraph Protection Act, 29 U.S.C. § 2001.*

(c) Subchapter 614, E of the Texas Government Code prohibits requiring polygraph tests of peace officers and applicants under certain circumstances, and those statutes also permit polygraph tests of peace officers and applicants under other circumstances. This policy does not affect or limit the provisions of those statutes, as they may be amended from time to time.

#### **6.07 Minimum Age Requirements**

Where an age limit is not otherwise specified by statutory requirements, the minimum age for initial employment may vary in accordance with the duties and responsibilities of the positions and conditions under which they are performed, subject to the following restrictions:

No person under eighteen (18) years of age shall be employed as a regular employee in a budgeted position.

No person under eighteen (18) years of age shall be employed as an employee in any position requiring the operation of a motorized vehicle owned by the City.

The City may employ a person sixteen (16) years of age in a temporary position involving only casual non-hazardous employment if the person and the person's parents furnish the City with appropriate releases.

#### **6.08 Processing New Employees; Bonds; Oaths of Office**

At the time of employment, all new employees (or previous employees who are being re-employed) will report to the City Hall for necessary processing and instructions.

Within one (1) week of employment, an employee must sign the acknowledgement form indicating that he or she has received this Handbook.

#### **6.09 Confidentiality of Medical Information**

Federal law requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. The Director of Human Resources maintains these confidential medical files.

Examples of information that may be provided to the City by an employee or the employee's health care provider, and maintained in the confidential medical file, include:

- a note to request an absence;
- a note to request a leave;
- a note to verify the employee's ability to return to work;
- medical records to support a claim for sick pay or disability benefits;
- insurance records;
- workers' compensation records; and
- medical history records

The City does not request genetic information from an applicant, employee, or health care provider. The City discourages health care providers from sending genetic information. Any genetic information inadvertently sent to the City will be placed in the employee's confidential medical file maintained by Human Resources.

It is important that employees understand that the records are confidential but that the confidentiality may be waived when the employee provides medical information to the supervisor or the Director of Human Resources. When an employee provides information to the supervisor, the supervisor is expected to share the information only on an "as needed" basis with other members of management.

In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their coworkers' medical information. Employees are expected to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors or anything else that may constitute an invasion of a coworker's privacy or breach of confidence.

#### **6.10 Insurance**

Subject to appropriation of funds, the City shall furnish medical, dental, vision, life insurance, and accidental death and dismemberment for each full time employee, to the extent permitted by the City budget as adopted by the City

Council. Employees are eligible to participate in a Cafeteria Benefit Plan. For details of coverage, see the City's current Benefits Summary. This insurance is effective 30 days after the full-time, regular employee begins employment with the city and continues so long as the employee remains on the full-time payroll.

Additional supplemental insurance coverage for employees and members of their families, beyond those types (and amounts) provided by the City, may be made available at the employee's expense.

The City also carries a workers' compensation insurance policy. In cases of job related injuries, provisions and benefits available under workers' compensation are activated.

#### **6.11 Orientation Period**

(a) Except for Council appointees, all new employees or re-hires hired to fill regular full-time or part-time positions must satisfactorily complete an orientation period of six (6) continuous months. Additionally, all current employees who are transferred, promoted, demoted, or reclassified to a supervisory position must satisfactorily complete a performance orientation period of thirty (30) days. The orientation period assists the City in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. Only those employees who meet acceptable performance and other standards during their orientation period will be retained as employees. The orientation period may be extended for additional training as determined by the supervisor. Employees are considered in the orientation period until they have actually performed their regular job duties for at least six (6) continuous months to assure their ability to meet acceptable standards of work performance and behavior for the employee's position.

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Each employee serving in the orientation period is responsible for knowing, understanding, and meeting the expectations and standards for the position. In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the orientation period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, or conduct.

(b) **Seasonal/Temporary Employees.** Seasonal and temporary full and part-time employees do not serve a performance orientation period and have no right of appeal when terminated at any time.

(c) **Change In Assignment of Employee serving in the Initial Orientation Period.** Employees serving in the orientation period may not request or make application for reassignment, promotion, or voluntary transfer during the orientation period without written approval from the ~~Mayer~~CITY MANAGER or his/her designee, or if requested by their Department Director. If the reassignment, promotion, or transfer is approved, the employee will serve a thirty (30) day performance orientation period in the new position beginning with the date of the position change.

(d) **Absences During Performance Orientation Period.** During the performance orientation period, an employee is eligible to use sick leave for qualifying absences, and may use personal leave for an absence due to illness or injury only if all sick leave has been exhausted. Compensatory time off or recognized holidays during the performance orientation period may be used as approved per established City/departmental policy or practice. Transferred or promoted employees serving in the orientation period retain eligibility for all types of leave established by City policy.

(e) **Orientation Performance Evaluations.** All employees serving in the orientation period shall be constantly evaluated and will receive a performance evaluation(s) in accordance with the "Performance Management Process" policy. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. The written reviews include a supervisory recommendation to retain or terminate the employee. Newly hired employees who successfully complete their performance orientation period may receive a salary increase, if budgeted for that position.

(f) **Extensions to Orientation Period.** The performance orientation period may be extended under the following circumstances:



At the end of the six (6) month initial period, the performance orientation period may be extended for up to an additional thirty (30) days when an employee's performance has been marginal due to extenuating circumstances, additional training is warranted, or an employee's absence from work for an extended period of time did not permit an opportunity for adequate assessment of performance. The decision to extend or not to extend an employee's orientation period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended orientation period will be completed. Such extension will be at the sole discretion of the Department Director and the Director of Human Resources.

An orientation period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the orientation period will normally extend the six (6) month orientation period by an additional day.

**(g) Successful Completion of Orientation Period - "Regular" Status Granted.** An employee is granted "regular" status in the new position if the employee satisfactorily completes the performance orientation period.

**(h) Failure of Orientation Period.** An employee is considered to have failed the orientation period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of orientation period may occur at any time within the orientation period. An employee who does not successfully complete the orientation period will normally be terminated from the City's employment. If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the City. A transferred or promoted employee who fails the orientation period may, at the sole discretion of the City, be reinstated to the former position provided there is a vacancy and if approved by the affected Department Director(s). Department Directors are responsible for ensuring the thorough written documentation of all cases of failure of the orientation period, including documentation of counseling, training, and other efforts to help employees during their orientation period. All such documentation must be reviewed by the Director of Human Resources before an employee serving in the orientation period can be terminated.

**(i) Termination of Employees Serving in the Orientation Period.** Employees serving in the initial orientation period are at-will employees and may be terminated at any time during the orientation period, with or without notice or cause. An employee serving in the initial orientation period who is terminated has no right of appeal. These employees are not entitled to progressive levels of discipline. Employees serving in the initial orientation period are otherwise subject to all policies and procedures of the City.

**(j) Sexual and Other Unlawful Harassment.** Employees serving in the orientation period are subject in all respects to the City's Sexual and Other Unlawful Harassment Policy. Employees serving in the orientation period have no right of appeal. If it is believed that unlawful harassment or discrimination has occurred, such conduct must immediately be reported as set out in City Policy.

## **6.12 Promotions**

Open positions shall be filled with City employees currently on the payroll when possible. This shall not prohibit the ~~Mayer~~CITY MANAGER or his/her designee or other supervisory personnel from filling positions with persons not employed by the City.

Promotions shall be made upon the recommendation of the Department Directors with the approval of the ~~Mayer~~CITY MANAGER or his/her designee.

Promotions shall be based on qualifications, proven performance, merit, and the ability to perform the duties and responsibilities of the position.

A promotion should not be deemed completed until an orientation period of one (1) month shall have been successfully completed. Should a promoted employee not successfully complete the orientation period, the employee is eligible to return to the previous position held, if available. If no other position is available for which the employee is qualified, the employee will be terminated.

### 6.13 Searches

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, pagers, text messages, whether secured, unsecured or secured by a lock or password provided by the employee. No supervisor has the authority to deviate from City policy. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of the Director of Human Resources and/or the ~~Mayor~~CITY MANAGER or his/her designee. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

### 6.14 Dress and Appearance

(a) **Appearance.** Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. Department Directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for meetings or special events. Suits, dress shirts and ties (optional) for men and suits or dresses for women are proper attire for personnel scheduled for agenda presentations (i.e. City Council meetings, receptions, etc.). Employees must remember that they are professionals 100% of the time and are dressing for business, not for pleasure. Attire must always reflect a professional business attitude and presence. Police Department employees may be covered under Departmental policies regarding appropriate dress and appearance.

#### (b) Standards for Work Attire:

- Pants shorter than ankle length, and athletic shoes are not acceptable, unless a special day is declared or as specifically approved by the ~~Mayor~~CITY MANAGER or his/her designee or appropriate Department Director as work assignments dictate. Jeans are acceptable -if they are free from tears, patches, inappropriate emblems, and are neatly worn.
- Sweat-shirts, sweat pants, or shorts of any type are not acceptable unless a special casual wear or festive occasion is declared by City management or shorts have been approved as part of the standard uniform.
- Flip-flop sandals and "Croc" type shoes are not acceptable.
- T-shirts are not acceptable.
- Women: ~~Blouses/tops must be tucked in or belted, unless designed as an over blouse.~~ Skirts and culottes shall be worn no shorter than 4 inches above the top of the knee. Ankle length dress slacks are appropriate. Dress shoes or sandals with a professional length heel are ~~required acceptable.~~ ~~Stirrup pants are permitted (as long as not form-fitting).~~ Athletic type leggings are not acceptable. ~~No more than two (2) earrings in each ear may be worn provided the earrings are not unprofessional in appearance.~~
- Men: Knit shirts with collar, banded collar shirts, short sleeve or dress shirts ~~without a tie~~ are acceptable. ~~All shirts are to be tucked in unless specifically designed to be worn outside trousers.~~ Men are not to wear earrings.

#### The following are inappropriate:

- provocative or revealing, low cut attire including body-hugging, see-through, or excessively tight fabrics;
- ~~bare shoulders tube top style, bandeaux or spaghetti strap tank tops;~~
- clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
- wrinkled, ripped and tattered clothing;
- visible tattoos which could be deemed offensive;
- nose rings/studs, eyebrow rings/studs, tongue studs or similar type facial jewelry.

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(c) **Hair.** Hair styles and hair colors must be appropriate to the employee's position and extremes of any type are unacceptable. For example, green hair, mohawk style haircuts, and severely spiked hair are not allowed. Hair, including facial hair, must be clean and neatly groomed at all times. Sideburns may not extend below the ear lobe.

**Uniforms.** The City may provide Police, Parks and Recreation, and Public Works and other personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.

Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.

When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition before final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final pay.

**ID Cards.** All employees must carry and wear a city issued ID card while on duty. Those employees who are required to wear city issued uniforms that include a name tag, must carry their city issued ID card with them while on duty. All City issued ID cards must be returned when an employee ceases to work for the City and before a final payroll payment is made.

**Enforcement.** In all cases, the City will make the determination as to acceptable dress, appearance and grooming. Employees should direct questions about appropriate appearance or dress to your supervisor, Department Director, or the Director of Human Resources.

Employees in violation of this policy may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.

The Department Director, with approval of the ~~Mayer~~CITY MANAGER or his/her designee, may make departmental exceptions to this policy when deemed necessary for business reasons or implement a more restrictive dress and appearance policy.

#### **6.15 Residency Requirements**

The City Council has adopted standards pursuant to Section 150.021 of the Texas Local Government Code (Resolution No. 2012-R-10 on May 14, 2012), employees who are likely to be called to work in cases of civil emergency may be required to reside within reasonable response commuting ranges of their places of work. For these purposes, the City Council has established these standards for employees hired after the adoption of such ordinance or resolution. A reasonable response time to a civil emergency is thirty (30) minutes. As a general rule, only those employees who reside within the City or within 15 miles of the City Limits are potentially eligible for a City issued "take-home" vehicle.

## **VII. ELECTRONIC EQUIPMENT, MEDIA, AND SERVICES POLICY**

### **7.01 Scope of Policy**

This policy applies to the use of computers, e-mail, telephones, cellular phones, voicemail, fax machines, radios and wireless devices, wire services, on-line services, and the Internet that are City property, accessed using City computer equipment, accessed via City-paid access methods, and/or used in a manner that identifies the individual as an employee or officer of the City.

### **7.02 Proper Use of Services**

City electronic equipment, media, and services must not be used for knowingly transmitting, retrieving, or storing any communications that are: (1) discriminatory or harassing; (2) derogatory toward any individual or group; (3) obscene; (4) defamatory or threatening; (5) "chain letters"; or (6) for any other purpose that is illegal or against City policy.

The use of City electronic equipment, media, and services is presumed to be work-related. No e-mail or other electronic communication may be sent that attempts to hide the identity of the sender or represent the sender as someone else.

### **7.03 No Expectation of Privacy; Consent**

Employees have no expectation of privacy in their work-related conduct or the use of City-owned or City-provided equipment or supplies. Employees should not expect privacy in the use or content of City electronic equipment, media, and services.

To the extent allowed by law, City officials may monitor usage patterns for voice and data communications (e.g. website accessed, length, and times of day), including, but not limited to, cost analysis, cost allocation, and the management of the City's gateway to the Internet.

To the extent allowed by law, City officials and others are permitted to review an employee's electronic files, messages, and usage to ensure that the City's electronic equipment, media, and services are being used in compliance with the law and this and other policies.

By your continued employment with the City you consent to work or law enforcement related searches involving city or city-related property, including physical property, and searches of content of City electronic equipment, media, and services.

### **7.04 Cell Phone Use in the Workplace**

The City recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of cell phones, including those with a camera, at work must not interfere with job duties or performance. Employees must not allow cell phone use to become disruptive or interfere with their own or a co-worker's ability to do their jobs. Employees who use cell phones to violate City policy, including the City's Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action.

Employees with city-issued cell phones are allowed to use city cell phones for reasonable personal phone calls. At the determination of the ~~Mayor~~**CITY MANAGER** or his/her designee, the city may withdraw the privilege of a city-issued cell phone for any employee and instead provide a flat rate per month as a cell phone allowance to an employee. The employee would be required to obtain and maintain a personal cell phone to be used for city-related business. Any additional expenses would be the responsibility of the employee. Employees acknowledge that information on a personal cell phone may be subject to the **Texas Public Information Act**.

Except in emergency circumstances, employees may not use a cell phone while operating a motor vehicle, including both making and receiving phone calls and texting, if the phone is equipped with a texting feature. All employees must, when asked by the City, consent to a request to provide the City access to all cell phone and text message



records. Employees using City-issued cell phones have no expectation of privacy in either cell phone calls, pictures, text messages, location, or other information contained or generated by these telephones.

#### **7.05 Texas Public Information Act**

Employees are advised that records related to calls and text messages made and received on City owned cellular telephones or business calls made on personal cell phones are public information. Information related to telephone numbers called, length of call, and time and date of call as well as the text message itself may be obtainable through the Texas Public Information Act except in narrowly defined circumstances.

#### **7.06 Monitoring of Cell Phone Calls**

Employees should be aware that cellular telephone calls are not secure and can be monitored. It is a crime for a third party to intentionally monitor cell phone conversations without the consent of one of the parties to the conversation.

Inadvertent monitoring of private cellular conversations is possible. Caution should be used whenever confidential or sensitive information must be discussed on a City-provided cell phone.

By your continued employment with the City, you acknowledge you are aware of and you consent to monitoring of cell phone calls by the City.

#### **7.07 Electronic Communications and Systems Access Use**

The City may provide computer networks, Internet access, instant messaging, email, telephones, cell phones, digital cameras, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers and other affiliates who use the City’s electronic communications systems. The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical and legal manner.

**Internet, Instant Message and E-mail Access.** Users desiring Internet, instant messaging and/or email access must obtain written permission from their Department Director and provide it to the ~~Mayor~~CITY MANAGER or his/her designee. Users must acknowledge an understanding of this policy and its guidelines as a condition of receiving an Internet, instant message and/or email access account. Failure to adhere to this policy and its guidelines may result in suspending or revoking the offender's privilege of access and/or other disciplinary action under City policies, up to and including termination of employment.

**Acceptable Use.** Acceptable uses of the City’s electronic communication systems are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user's job responsibilities. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the City’s internal network function. The City prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.

Users must understand that use of any City-provided, publicly accessible computer network such as the Internet, instant messaging and email is a privilege. Minimal personal use of the Internet, instant messaging or email and other electronic communications systems is allowed under this policy as long as such use is not excessive and does not impede job performance or the performance of City business. The City is not responsible for personal communications sent on its electronic communications systems. Supervisors cannot alter the restrictions of this policy.

#### **Unacceptable Uses of Electronic Communications Systems include:**

- Using profanity, obscenity, or other language which may be offensive or harassing to other coworkers or third parties.

- Accessing, displaying, downloading, or distributing sexually explicit material.
- Accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- Copying or downloading commercial software in violation of copyright law.
- Using the systems for financial gain or for any commercial activity unrelated to City business.
- Using the systems in such a manner as to create a security breach of the City network.
- Looking or applying for work or business opportunities other than for internal City postings.
- Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, genetics, color, sex, national origin, age, disability, age, physical attributes, or veteran status.
- Transmitting or sharing information regarding a coworker's health status without permission
- Expressing opinions or personal views that could be misconstrued as being those of the City.
- Expressing opinions or personal views regarding management of the City or other political views
- Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- Excessive use of bandwidth (such as by watching movies, downloads, etc) not for city business

**Filtering.** The City uses software to filter Internet and instant message content for all employees. These filters are designed to prevent the viewing, sending, or any of the following types of content:

- Violence/Profanity
- Full or partial nudity
- Sexual or deviant acts
- Satanic/Cult
- Militant/Extremist
- Illegal activities

The City will review this filtering on a periodic basis and may modify this list of prohibited content without notification to City employees, contractors, volunteers or other affiliates. The MayerCITY MANAGER or his/her designee may grant exceptions and exemptions to Internet and instant messaging filtering only after a review of the requested information has been conducted and a determination that the City's current filtering practice impedes the requestor's ability to perform his/her job duties.

**Responsibility.** The person in whose name a City provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location. Exchanges that occur in the course of conducting City business on the City's electronic communications systems will be considered a communication of the City and held to the same standards as formal letters.

**No Right of Privacy/Monitoring.** Users of City electronic communications systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. The Internet itself is not secure. To ensure proper use of its electronic communications systems, the City will monitor their use. Management staff has the ability and will, with or without advance notice, monitor and view usage, including but not limited to: employee email, voice mail and instant messages, text messages, information and material transmitted, received or stored using City systems and user Internet access and usage patterns to assure that the City's Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy. Misuse is subject to disciplinary action.

**Copyright Restriction.** Any software or other material, including music, downloaded onto a City computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from the MayerCITY MANAGER or his/her designee is required before introducing any software into the City's computer system. Employees may not download entertainment software, games or any other software unrelated to their work.

#### 7.08 Social Networking

An employee's use of social media, both on and off duty must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. Protecting the City's reputation and ensuring that an employee's communication with people outside the City, not only reflects positively on the employee as an individual, but also on the City.

Personal use of the Internet is a privilege and carries responsibilities requiring responsible and ethical use. The City may monitor an employee's access, use, and postings to the Internet, including from personal computers, to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and for all other lawful purposes. The City expects all employees to follow the Guidelines below when posting information on the Internet, regardless if done during or after work hours. This policy encompasses: wikis, tweets and twittering, Facebook, MySpace, LinkedIn, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media, as well as City-operated networks.

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior and the City's Electronic Communications policy. Violations of the City's Social Networking Policy may lead to disciplinary action. The City provides an effective system for employee complaints "off-line" through the City's Grievance policy without resorting to social media.

#### Employee Guidelines

- Any blogging or posting information on the Internet, must comply with the City's guidelines (as listed below), regardless of where the blogging or posting is done.
- Blogging, or posting information of a personal nature on the Internet, is prohibited during work hours. Employees are not permitted to engage in social networking while using any of the city's electronic resources.
- Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting of confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- Employees must abide by all federal and state law and policies of the City with regard to information sent through the Internet.
- If the employee's social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the City.
- Employees must obtain written authorization from the ~~Mayer~~CITY MANAGER or his/her designee to update or post on behalf of the City and all content must be approved prior to posting. In which case the employee must disclose their relationship to the City in accordance with FTC guidelines. All of the employee's time spent updating or posting on behalf of the City and as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.
- No use of wikis, tweets and twittering, Facebook, MySpace, LinkedIn, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media, as well as City-operated networks is considered private or confidential even if password protected or otherwise restricted. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed or received through its communications systems or equipment at any time.
- Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media.
- Respect coworkers and the City. Do not put anything on your blog or post any information and/or pictures on the Internet that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.
- Do not put anything in your blog or post any information and/or pictures that may constitute violation of the City's Harassment policy. Do not post any pornographic pictures of any type that could identify you as an employee of the City.

- Do not post pictures of yourself or others containing images of City uniforms or insignia, City logos, City equipment or City work sites, unless you are posting them on the City official website as part of your job duties.
- Do not post information on the Internet that could adversely impact the City and/or an employee of the City.
- Do not permit or fail to remove postings violating this policy, even when placed by others on the employee's blog. Recognize that postings, even if done off premises and while off duty could have an adverse effect on the City's legitimate business interests.

Individual supervisors do not have the authority to make exceptions to these guidelines.

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## VIII. ATTENDANCE, ABSENCES & COMPENSATION

### 8.01 Accounting and Time keeping:

(a) **Responsibility.** Directors are responsible for maintaining records relative to all forms of leave, attendance and absence of their employees due to any cause and whether with or without pay. Proper indications by the use of appropriate symbols, such as the cause of absence, will be made on department payroll and/or any other required records set up from time to time under special operating rules. Each department will be responsible for the designation of one or more capable employees who, as part of their regular duties, will keep and certify as to the accuracy of daily records covering all forms of attendance and absence of each of their employees. Such records constitute the basis for preparation of departmental payrolls (when the payroll form itself is not actually used as the basic record), and will be preserved by departments in accordance with the City's record retention policy.

Certification of records will be by means of signing or initialing individual time cards, departmental payrolls, or other such records. Directors must check attendance records and payrolls in order to insure that salary and wage expenditures stay within budgetary limits.

The Director of Human Resources is responsible for certifying as to the compliance of departments with the requirements and policies established by the officials as to the conformity with the established policies governing personal leave, sick leave, retirement, etc.

(b) **Attendance Records.** Employees are expected to be at their workstations and ready to work at their scheduled start time. Nonexempt employees are required to record the number of hours worked each day, as well as the time they arrived to work, the time they left for and returned from lunch, the time(s) they left for and returned from any unpaid break during the work day, and the time they leave work each day. Exempt employees are required to document hours worked each day as well as any time off. This documentation is for reporting purposes only and not for compensation.

(c) **Attendance and Punctuality.** To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the City and on co-workers. Either may lead to disciplinary action, up to and including termination of employment. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify the supervisor as soon as possible in advance of the anticipated tardiness or absence in accordance with departmental procedures. The employee must disclose to the supervisor the date and time of anticipated return. The employee must personally notify the supervisor on each day of absence for absences of a day or more unless the supervisor expressly waives this requirement.

In most instances, an employee who fails to properly notify the supervisor in advance of an absence or tardiness will be subject to disciplinary action up to and including termination. An employee who fails to notify the City of an absence of three days or more may be presumed to have voluntarily resigned employment.

### 8.02 Wages and Hours

(a) **Pay Plan.** Wages, salaries and working schedules for various positions shall be in general accordance with the provisions of the official pay plan currently in effect including amendments thereto and within the limitations of the financial provisions of each department as approved by the Mayor/CITY MANAGER or his/her designee for each fiscal year. Salary is based on a total number of regular hours worked per year.

The city's pay period is bi-weekly. Timesheets indicating hours worked or leave taken over the past two weeks are due no later than Monday. Payroll is issued on the Friday after the two week pay period. In the event that a payday falls on a city holiday or a weekend, payroll will be distributed on the previous workday.

(b) **Direct Deposit.** The Mayor/CITY MANAGER or his/her designee will determine an appropriate date after this personnel policy has been adopted when all payments to employees, including, but not limited to payroll and expense reimbursement payments, will be made by electronic (ACH) direct deposit. Employees will be required to furnish account information to the City so that these electronic payments can be processed. After the use of direct

deposit for payments has begun, no payments by paper check to employees will be produced unless approved by the ~~Mayor~~CITY MANAGER or his/her designee .

(c) **Regular Work Hours.** Nonexempt employees of the City normally work 40 hours in a seven-day workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks as necessary to properly perform the duties assigned. The salaries for exempt employees are determined and established in accordance with this assumption. Exempt employees are not eligible for overtime compensation. The work week begins at 12:01 a.m. on Monday, and ends at 12:00 a.m. on Monday. The regular workday normally begins at 8:00 a.m. and ends at 5:00 p.m., although employees in some departments may have different work hours, if approved by the ~~Mayor~~CITY MANAGER or his/her designee. On Friday's City Hall hours will be 8:00 a.m. and end at noon (Amended 11-18-19). In times of disaster or emergency, working hours shall be determined by the ~~Mayor~~CITY MANAGER or his/her designee.

(d) **Adjustment to Work Hours.** In order to assure the continuity of City services, it may be necessary for Department Directors to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required, and indicates that the employee will be available to do such work.

(e) **Overtime.** Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour requirements, but Section 8.08 provides for additional overtime pay in certain holiday circumstances (2-22-21). Exempt employees are not paid overtime compensation.

(f) **Non-Exempt Employees.** When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.

All non-exempt employees must receive their supervisor's and Department Director's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled work day, and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor. On the employee's time sheet, the appropriate supervisor must also approve any overtime before the time sheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.

Generally, overtime pay for non-exempt employees is at the rate of 1-1/2 times the employee's regular hourly rate of pay for hours actually worked in excess of 40 in the City's workweek. (The City's workweek begins at 12:01 a.m. on Monday and ends at 12:00 a.m. the following Monday.) An employee's regular hourly rate includes all pay incentives, such as longevity, assignment pay, etc.

Time off on account of personal leave, paid holiday leave, sick leave, jury duty leave, witness duty leave, bereavement leave, or any other leave of absence is not considered time worked for purposes of performing overtime calculations.

Employees are required to report to the ~~Mayor~~CITY MANAGER or his/her designee, or his designee, any time they are improperly required to work "off the clock" without pay.

(g) **Compensatory Time.** At the City's discretion non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation, and the City's right to make this choice governs and controls over any provision providing for overtime compensation. All employees are subject to a cap of 240 hours. Overtime hours worked beyond the applicable cap must be paid or flexed, as described below. Compensatory time accrues at a rate of 1 1/2 hours for every hour of overtime worked by non-exempt employees. Comp time accruals are to be monitored at the department level and maximum hours accrued will be restricted based on the requirements of this policy. All compensatory time earned must be documented on the employee's compensatory time log.

An employee who has accrued compensatory time and requests use of such time must be permitted to use the time off within a "reasonable period" after making the request, if it does not "unduly disrupt" the work of the department. If use of requested comp time would be disruptive, the department may elect to pay the employee in lieu of approving the requested time off. The City may, at any time, elect to pay a non-exempt employee for any or all of the employee's accrued comp time. The City may also require employees to take time off in order to reduce their accrued comp time. Otherwise, compensatory time off may be used the same as leave time.

(h) **Payment of Compensatory Time.** All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued comp time upon approval of the reclassification and will cease to be eligible for any additional overtime and/or comp time. Likewise, an employee who is promoted, transferred or demoted to another non-exempt position will be paid in full for any comp time accrued before the promotion or demotion becomes effective. Upon leaving employment with the City, a non-exempt employee will be paid for unused comp time at the employee's current base hourly rate.

**NOTE:** Exempt employees are not eligible to accrue compensatory time.

(i) **Flex-time Work Schedule.** In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed within the same work week or work cycle (if under the 207(k) exemption of FLSA) that the overtime was worked and must be accurately reflected on the affected employee's time record.

(j) **Exempt Employees.** Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek. Exempt employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

"Docking" an exempt employee's pay for a partial day's absence will be permitted only as authorized by law and approved by the Director of Human Resources.

Absent accrued paid leave time, an exempt employee need not be paid for any workweek in which no work was performed.

It is the policy of the City not to make improper deductions from an exempt employee's pay. Any exempt employee who believes an improper pay deduction has been made, must immediately notify the Director of Human Resources. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

(k) **Police Officer 7(k) Exemption. (Amended 4-20-20.)** Notwithstanding the foregoing, the City has adopted the "7(k) exemption" of the Fair Labor Standards Act (FLSA) and provides for a maximum 86 hour pay period for police officers. Any and all of the rules and regulations contained herein still apply where not in conflict with this section. If there is any conflict between this section and the general rules and regulation of this Handbook, this section shall prevail.

**FLSA:** The FLSA requires that all covered nonexempt employees be paid overtime pay at no less than time and one-half their regular rates of pay for all hours worked in excess of 40 in a workweek. Section 7(k) of the FLSA provides that employees engaged in law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days,

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overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 171 (police) as the number of days in the work period bears to 28. For example, law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

**Work week:** For most non-exempt employees, the City's work period is defined as the seven (7) days period beginning at 12:01 a.m. Monday and ending at midnight Sunday. For non-exempt fulltime paid police officers, the work period shall be a 14-day period beginning Monday at 12:01am and ending at midnight Sunday. Overtime worked will be paid the next pay period after being earned. Police officers shall receive overtime after 86 hours worked during a 14-day work period.

**Holidays:** Most non-exempt employees working on city holidays are compensated at straight time plus 8 hours, unless the employee has already worked 40 hours in that pay period. For purposes of administering the 14-day work period, police officers will be compensated for working city holidays at straight time, unless the hours worked result in more than 86 total hours in the work period. Holiday compensation will be provided through an hourly holiday bank system.

**Holiday bank system:** For most non-exempt employees, holidays are accumulated on a monthly basis but for purposes of administering the 14-day work period, police officers will be provided "front loaded" holiday hours allocated in advance, which must be taken as follows:

This holiday leave must be taken as follows:

- 48 hours between January 1 to April 30
- 24 hours between May 1 to September 30
- 48 hours between October 1 to December 31

If an employee fails to take the holiday leave between the above scheduled times, the employee will lose the right to take the leave.

Employees will start to accrue holiday leave after their initial hire date. Holidays prior to the initial hire date will not be counted as leave.

Benefit time use will be hour for hour (Example: 24-hours taken off would require 24-hours of vacation/holiday to be used).

### 8.03 Longevity Compensation

The City will pay a regular full-time employee annually for each year of service, in addition to other money paid for services rendered, longevity pay in an amount budgeted by City Council. Longevity pay will be based upon the number of years the employee has worked for the City and will be paid the last pay period in November. An employee will be eligible to receive longevity pay upon completing one year of service. Longevity will not be prorated upon the termination of employment with the City, whether termination is voluntary or non-voluntary.

### 8.04 Authority for Absences

No City employee shall be absent from his or her regularly scheduled duties except by authority of the employee's Director or other responsible supervisor. An employee who is absent from work due to any reason beyond his/her control is responsible for reporting his/her absence and its reason to the Director or other responsible supervisor as soon as possible after the beginning of the employee's assigned shift or regular schedule of duties. Whenever possible, the ~~Mayor~~CITY MANAGER or his/her designee must approve all absences for periods in excess of two weeks.

### 8.05 Sick Leave

(a) **Notification.** Sick leave is paid time away from work due to a bona fide illness or injury that prevents the employee from working, for visits to the doctor or dentist, or to care for certain family members who are ill or injured. Employees who are unable to work due to illness or injury or other situations covered by this policy must immediately notify the appropriate supervisor in accordance with the procedures adopted by their Department.



(b) **Eligibility.** All full-time employees begin accruing paid sick leave upon employment. Part-time, temporary, and seasonal employees do not accrue sick leave. Full-time employees who are in their initial orientation period may use accrued sick leave only if approved by their supervisor and/or Department Director. An employee who is released for and offered light duty by the City, but who elects not to accept such assignment, will generally be ineligible for paid sick leave benefits.

(c) **Accrual Rate.** (Amended 11-18-19) Sick leave for employees shall be allotted on the anniversary of the date of hire at the amount of ~~80.96~~ hours, computed on the basis of one (1) working day for each full month employed in a calendar year, so as to total twelve (12) working days to a full-time employee's credit each 12 months. Sick leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status for 80 hours. Sick leave hours shall expire each year at the anniversary date of hire.

(d) **Maximum Accrual.** (Amended 11-18-19) ~~The maximum sick leave time which may be accumulated by any employee shall be 480 hours.~~

(d) **Donation Bank Sick Leave Pool** (Amended 11-18-19). Employees eligible for personal leave may will deposit all unused sick time into the sick leave pool on the date of their anniversary. The time being deposited to the bank must be presented to the accountant in writing on the anniversary date. ~~any portion of their hours of personal leave to a Donation Bank for use by employees who have exhausted their personal and sick leave due to extenuating circumstances such as a major medical incident.~~ Hours in the sick leave pool donation bank shall be paid at the receiving employee's base rate. Sick leave pool Donation Bank withdrawals will be capped at 40 hours unless otherwise must be approved by the ~~mayor~~CITY MANAGER or their designee. Once deposited, hours may not be returned to the depositing employee. ~~Any employee that does not contribute to the bank will not be eligible to pull from the bank.~~

(f) **Authorized Use of Sick Leave.**

**For the employee.** Accrued sick leave may be used for absences due to the employee's bona fide personal illness, accident, injury that prevents working, or birth of a child (if the employee physically gave birth; otherwise use of sick leave for childbirth falls under the section below).

**For the employee's immediate family.** Sick leave may also be used for absences when needed to care for a member of the employee's immediate family who is ill or injured. An employee can initially use up to 40 hours of accrued sick leave to care for immediate family members. If additional time is needed, employees must first use all accrued compensatory time, accrued holiday leave and then accrued personal leave before any remaining accrued sick leave can be used. For purposes of this policy, "immediate family" is defined as the employee's parent, current spouse, and children/stepchildren. In the event of a life-threatening illness or injury of the employee's family member who does not meet the definition of "immediate family," the Department Director (and in the case of Department Directors, the ~~Mayor~~CITY MANAGER or his/her designee) may allow the employee to use up to 24 hours of accrued sick leave. Sick leave may also be used by employees for their own and/or their immediate family's scheduled doctor and dentist appointments.

**Minimum Increments.** Sick leave must be taken in minimum increments of one hour. Sick leave taken in increments of less than one hour should be made up within the same work week.

(g) **Failure to Report Absence/Abuse of Sick Leave.** Supervisors closely monitor use of sick leave. It is anticipated that employees using paid City sick time for their own illness/injury or that of a family member will use their sick leave time to recuperate or care for their family member. Trips to the doctor or hospital stays/visits, which take the employee away from the home, are acceptable, but other personal pursuits during paid sick leave will be considered an abuse of this policy. Abuse of sick leave, including use of sick leave for anything other than an illness, injury, or doctor/dentist appointment as provided for in this policy, may result in immediate disciplinary action, up to and including termination of employment, and may also render the employee ineligible for paid sick leave benefits. Similarly, employees who fail to timely report an absence or tardiness due to illness, injury, or doctor/dentist appointment may be disqualified from using sick leave for their absence.

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(h) **Use of Sick Leave Before/After a Holiday.** If an employee takes sick leave immediately prior to or after a holiday:

- 1) A doctor's excuse for each day taken may be required or an employee may not be paid for the time off. This requirement will be at the discretion of the ~~Mayer~~CITY MANAGER or his/her designee or Department Director.
- 2) Should this practice become a habit for an employee, prompt termination or disciplinary action will take place.

(i) **Other Employment During Sick Leave.** Employees on sick leave, whether paid or unpaid, may not work a second job, including self-employment or participate in volunteer work, during the period of leave, even if they have written authorization from their Department Director to work a second job. Exceptions to this policy must be obtained in writing from the Department Director and the Director of Human Resources. See Outside Employment Policy.

(j) **Use of Other Leave.** If approved by the Department Director (and in the case of Department Directors, by the ~~Mayer~~CITY MANAGER or his/her designee), employees who have successfully completed their initial orientation period may use accrued personal leave, compensatory time, other accrued paid leave, or leave of absence without pay, but only if an employee has no accrued sick leave time. Official holidays observed by the City while an employee is on approved paid sick leave will be treated as a paid holiday, rather than a day of sick leave, if the employee is eligible for the paid holiday. Under certain circumstances and with the approval of the Department Director/supervisor, the employee may flex the work schedule ("flex time") to attend to medical or dental appointments. This is acceptable provided that work time is accurately recorded on the time sheet for the week or work cycle in which flex time was approved. Under no circumstances can flex time to make up time missed extend beyond the affected workweek, or work cycle.

(k) **Documentation.** Employees requesting paid sick leave must complete a form and submit it to their supervisor for approval. An employee must present satisfactory proof of illness/injury that prevents the employee from working whenever sick leave for 3 or more consecutive work days is used, and at any other time if requested by the City. An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury, and/or doctor/dentist appointment if the employee wishes to use accrued sick leave to care for a family member. If the employee fails to present such proof in a timely manner, use of sick leave will be disallowed and no other paid leave may be used for the absence. Abuse of sick leave may result in discipline up to and including termination of employment.

(l) **Payment For Unused Sick Leave.** No employee shall be entitled to payment in lieu of using sick leave time.

(m) **Sick Leave at Separation.** At the time of separation, the City will not pay any accrued sick time. The City will not restore sick leave in the event of rehire.

#### 8.06 Personal Leave (Vacation)

(a) **Accruals.** (Amended 11-18-19) ~~Regular full-time employees accrue personal leave on a monthly basis. Personal leave accrues at the end of the first full month of employment at a rate as detailed below. To encourage employees to take personal leave throughout the year, regular full-time employees shall receive all allotted leave on their anniversary of the date of hire of each year. New full-time employees shall receive their hours after 6 months. Personal leave hours are allotted at the following rate:~~

Years of Service	<del>Accruals rate per</del> month	<del>Total number of days</del> per year	Hours of personal leave per year
<del>1/2-1 year</del>			40 hours

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1-4 years	6.6 hrs per month	10 days of personal time	80 hours
5-9 years	10 hrs per month	15 days of personal time	120 hours
10-19 years	13.3 hrs per month	20 days of personal time	160 hours
20+ years	16.67 hrs per month	25 days of personal time	200 hours

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An employee may not use any accrued personal leave until successfully completing the initial employment orientation period unless approved by the MayorCITY MANAGER or his/her designee. ~~Employees may not "borrow" unearned personal leave; employees shall not receive payment of personal leave in lieu of taking time off, except as provided below.~~

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Regular part-time, temporary, and seasonal employees do not earn personal leave.

Official City-observed holidays occurring while an employee is on approved paid leave are considered paid holidays and do not affect personal leave balances. Paid personal leave is not considered hours worked for purposes of performing overtime calculations. Only scheduled working days taken off shall be counted as personal days.

**(b) Use and Scheduling of Personal Leave.** Personal leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well being of the individual. Personal leave may also be used for purposes of attending to personal business, extension of sick leave when sick leave is exhausted, inability to get to work because of inclement weather, or for other purposes, and may be taken in four (4) hour increments. Employees must schedule their annual personal leave in accordance with their Department's guidelines governing employees scheduling and utilizing the personal leave form. Whenever possible, personal leave time will be scheduled at the convenience of employees. However, Department Directors must be certain that personal leave does not interfere with the normal functions and activities of department operations. Whenever possible, employees are encouraged to submit their preferred personal leave schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of personal leave pay, employees must make sure they have an approved personal leave request on file before leaving on personal leave. No more than ten (10) consecutive days of personal leave time may be taken off, unless the MayorCITY MANAGER or his/her designee grants an exception.

**(c) Maximum Accruals.** (Amended 11-18-19) All employees, after one (1) year of service, must take a minimum of five (5) days (40 hours) of personal leave each year. The maximum number of personal leave days that may be accumulated is two times the employee's current accrual rate. ~~All personal leave hours days in excess of the maximum are lost, expire on the employee's next anniversary date (except as otherwise provided for in this policy).~~ An employee can carry over up to a maximum of 40 unused hours each year on their anniversary date of hire. Employees will not be paid for personal leave in excess of the maximum accrual or for personal leave that is "lost" that expires on their anniversary date. If the needs of the City and/or Department preclude the taking of a scheduled personal leave, the Department Director may defer an employee's scheduled personal leave. In such cases, the Department Director shall grant the employee's deferred personal leave within thirty (30) days or payment will be made to the affected employee for the deferred personal leave hours. In the event that the employee's anniversary date occurs within this thirty (30) day period, the scheduled personal leave hours will not expire until the end of the thirty (30) day period. ~~All personal leave carryover granted by MayorCITY MANAGER or his/her designee must be forwarded in writing to Payroll before the employee's anniversary date.~~

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**(d) Compensation for Personal Leave.** (Amended 11-18-19) Personal leave is paid at the employee's base rate at the time of use. It does not include overtime or any special forms of compensation. Personal leave time is paid only for hours the employee would ordinarily have worked. Employees will not be paid for any unused personal leave, except upon separation of employment, as stated below, or if an employee is precluded from taking a scheduled personal leave due to City and/or department needs as set out above.

Upon termination, retirement, resignation ~~when thirty (30) days of notice is given~~, or death, an employee in good standing shall be paid for ~~unused~~ accrued personal leave ~~up to a maximum of the employee's current accrual rate~~ at the rate of pay the employee was receiving at the time of separation. For purposes of this policy, an employee is not in "Good Standing" if he or she is under threat of disciplinary action due to a sustained violation of City policy or other illegal or improper activities that adversely affect the employee's ability to perform their job.

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Only employees who have successfully completed their ~~initial six (6) month orientation period~~ ~~one year~~ of employment with the City are entitled to this payout provision upon separation.

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(e) **Definitions**

**Compensable Hours** - The hours worked or taken in a month must equal 160 for full-time employees.

**Work Day** - A "work day" is defined for personal leave as an 8-hour period for all employees.

**8.07 Military Leave.**

(a) **Laws.** The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their employment with the City will continue indefinitely or for a significant period of time are generally ineligible for extended paid military leave in excess of 15 days, reemployment rights, or any other military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

(b) **Notice to City of Need for Leave.** Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit a military leave form along with the official documents setting forth the purpose of the leave and, if known, its duration. The military leave form must be turned into the Department Director and the Director of Human Resources as far in advance of the leave as possible.

(c) **Paid and Unpaid Leave for Training and Duty.**

**Full Pay For Up to 15 Days.** Employees will be paid for military absences of up to a maximum of 15 work days per fiscal year. Shift employees will be transitioned to a 40 hour work week during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.

**Other Paid Leave.** Employees who have exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., personal leave, holiday leave and compensatory time) to cover their absence from work.

**Unpaid Leave.** After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.

**Benefits.** The City will continue to provide employees on paid military leave with most City benefits.

**Medical, Dental, and Vision Insurance.** While an employee is on paid military leave (or any military leave of less than 31 days), the City will continue to pay its portion of the monthly premium for group health benefits, if such benefits are otherwise available. When military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.



Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.

(d) **Other Benefits.** While on *paid* military leave, employees continue to accrue personal, sick leave and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on *paid* military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as personal and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as personal accrual and longevity pay.

(e) **TMRS.** Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the City within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the length of the military service to make up any TMRS contributions that were missed while on military leave.

(f) **Returning from Leave.**

**Return to Work:** A person returning from service must report back to work or apply for reemployment within the time constraints prescribed by USERRA. The City shall re-employ a returning veteran according to the provisions of USERRA. Civil service employees shall be required to meet additional requirements in Chapter 143 of the T.L.G.C. before being reinstated.

**Deadline to Notify City of Intent to Return to Work.** The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:

- A) For service of less than 31 days, employees have 8 hours following their release from service to report for their next scheduled work period.
- B) For service between 31 days and 180 days, employees have 14 days following their release from service to apply for reemployment.
- C) For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.

These deadlines may be extended for 2 years or more when an employee suffers service-related injuries that prevent the employee from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

**Required Documentation.** To qualify to return to work, an employee returning from leave must provide documentation of the length and character of his/her military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than 31 calendar days.

**8.08 Holiday Leave (Amended 11-18-19)**

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The City provides paid holidays to employees serving in the initial orientation period and regular full-time. Every other employee is extended the official holiday, but without pay. The following official holidays will be observed:

New Year's Day (January 1)  
Martin Luther King Day (third Monday in January)

Presidents' Day (third Monday in February)

Texas Independence Day (March 2)

San Jacinto Day (April 21)

Good Friday

Memorial Day (last Monday in May)

~~Juneteenth (June 19)~~

Independence Day (July 4)

Labor Day (first Monday in September)

~~Columbus Day (second Monday in October)~~

~~Election Day (Tuesday after the first Monday in November)~~

Veterans' Day (November 11)

Thanksgiving Day (fourth Thursday in November)

Day after Thanksgiving (Friday after Thanksgiving)

Christmas Eve (December 24)

Christmas Day (December 25)

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If one of the designated holidays occurs on Saturday, then the City shall observe the preceding Friday as such holiday. When any designated holiday occurs on Sunday, then the City shall observe the following Monday as such holiday

**Holidays.** A holiday is a period of ~~8 hours; an employee's regularly scheduled hours~~ paid at the employee's regular rate.

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**Scheduling of Holiday.** Holidays occurring on Saturday normally will be observed on the preceding Friday and holidays occurring on Sunday will normally be observed on the following Monday.

**Temporary and Seasonal Employees.** Temporary and seasonal employees will be paid their regular hourly rates for a holiday only if required to work on a holiday. No holiday pay is authorized for seasonal or temporary employees who do not work on a holiday.

**Employees required to work on a Holiday.** Employees required to work on a holiday will be given an alternate day off with pay or will be paid ~~8 hours for the holiday at their regular rate of pay at the employees regularly scheduled hours and rate~~, in addition to the hours worked, at the employee's request.

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~~"A nonexempt employee's threshold for overtime shall be reduced by 8 hours for the pay period in which that employee takes a paid day off for a holiday, regardless whether that day off is the actual holiday or an alternate day off when allowed by this policy. For example, if a nonexempt employee whose overtime threshold is normally 40 hours takes a paid day off for a holiday or alternate day, and if that employee actually works 35 hours during that same pay period, then that employee shall be paid: a. 8 hours at straight time for the holiday or alternate day not worked; plus b. 32 hours at straight time for time actually worked; plus c. 4.5 hours of overtime pay (or compensatory time off, to the extent provided by this policy) for 3 hours of overtime worked, in excess of the 32 hour overtime threshold.( Amended 2-22-21)~~

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The ~~Mayor~~CITY MANAGER or his/her designee will permit as many employees as possible to observe each holiday, consistent with the maintenance of essential City functions. No employee shall work more than one regularly scheduled shift on a holiday without approval of the ~~Mayor~~CITY MANAGER or his/her designee.

**Employees Scheduled "Off Duty" on a Holiday.** When a holiday and an employee's regularly scheduled day off occur on the same day, the employee will accrue 8 hours of holiday leave to be taken at a later date, but no later than the end of the fiscal year.

**Nonexempt Emergency Personnel Called Back on a Holiday.** Non-exempt employees called in on an emergency basis to work a holiday for which they are not scheduled to work will be paid for all hours worked on the holiday at the regular rate and will be given an alternate day off with pay or will be paid 8 hours for the holiday at the employee's request.

**Ineligibility for Holiday Pay.** Employees on unpaid leave the day before and/or the day after the holiday are not eligible for holiday pay. Likewise, nonexempt employees who are absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday.

**Holiday Occurring During Personal Leave.** A holiday that falls within an employee's personal period will be counted as holiday in lieu of a day of personal leave.

**Separating Employees.** Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director.

**Paid Leave Status.** An employee on a paid leave status will normally be paid holiday pay in lieu of the leave status pay they would ordinarily receive at the time of the holiday.

**Other Religious Holidays.** Employees may request an approved absence to celebrate a religious holiday that is not a scheduled City holiday. If approved, the employee must charge the time to personal, compensatory time, or an excused absence without pay.

**Holiday Pay During Workers' Compensation Leave.** An employee on worker's compensation leave will not receive holiday pay.

#### **8.09 Bereavement Leave**

In addition to personal leave, the City provides employees serving their initial orientation period and regular full-time employees paid time off, up to a maximum of three (3) work days in the event of a death(s) in the family, for the purpose of attending the funeral. For the purpose of authorizing bereavement leave "family" is defined as current spouse, child, parent, brother, sister, grandparent, aunt, uncle, or grandchild, by blood or marriage.

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime.

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as personal leave, comp time or, if no vacation or comp time is available, as authorized leave without pay upon approval of the Department Director. All bereavement leave time taken must be requested on the City's appropriate form.

Employees who wish to attend funerals for other than immediate family must use personal leave, compensatory time, or unpaid leave.

#### **8.10 Job-Related Injury Leave**

When an employee is injured on the job, the employee shall immediately report such injury to his or her supervisor, who shall take the steps that the supervisor and employee determine necessary to secure proper first aid or other treatment for the injured employee. The employee's supervisor shall also complete within forty-eight (48) hours an accident report and forward copies to the Director of Human Resources.

Injury leave is an absence from work arising from an on the job accidental injury. An employee injured on the job and in the line of duty shall be granted up to five days injury leave with pay within any 12 month period. Any employee injured on the job shall also be covered by and entitled to all benefits accruing under the Texas Workers' Compensation Act. Additionally, the City will permit the employee to make up the difference between the benefit payments made under the Act and the employee's regular pay from the employee's accrued leave entitlement (sick leave, personal leave and compensatory time), if any, for up to 180 consecutive calendar days from the date of injury. Under no circumstances, however, will the employee receive more than full regular pay while on injury leave. A doctor's written statement that the employee is unable to return to work shall be required for an employee to receive injury leave.

An employee may be requested to provide a "fitness for duty" certification before returning to work after the employee's workplace illness or injury. An employee may return to the employee's former position, if it is available, and if the employee's medical restrictions, if any, permit the employee to perform the essential functions of the employee's former job, with or without reasonable accommodation. If the employee's job has been filled or if the employee's medical restrictions are inconsistent with the employee's former job, the employee will be considered for any open job for which he or she is qualified. If there is no open job for which he or she is qualified, then the employee will remain on an unpaid leave of absence after all accrued leave is exhausted. During this time, the employee shall periodically report to his or her supervisor to determine if there are new openings for which they may qualify. Under the City's automatic termination policy, employment will end automatically after an absence of six consecutive months, regardless of the reason for the absence. After an employee is terminated under the automatic termination policy, he or she may later reapply for any open position for which he or she is qualified.

An employee shall forfeit all rights to any injury leave benefits if the employee works, either part-time or full-time, for pay for any other person, including self-employment, while on city injury leave; the employee resigns for any reason while receiving injury leave; the employee is discharged for any reason; the employee retires or dies; the employee fails or refuses to comply with or follow, or disregards or violates the treating physician's instructions regarding treatment and/or rehabilitation of the injury; the employee refuses to perform light, partial or part-time duty when offered by the Division Director and which does not require him or her to perform activities that are restricted by his or her treating physician; the employee falsifies or misrepresents his or her physical condition or capacity; the employee refuses to return to duty on the working day that he or she is released to duty by the treating physician; the employee fails to submit an acceptable physician's statement when requested by his or her supervisor; and/or the employee has been injured as a result of his or her failure to observe safety policies, procedures, or instructions as determined by the employee's Division Director.

#### **8.11 Jury Leave**

The City provides paid leave to regular full-time and regular part-time employees required to serve on jury duty or requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued personal, holiday or compensatory leave; otherwise a nonexempt employee's time off to testify will be considered a leave without pay.

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request. Employees must submit a copy of the jury duty summons, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence.

An employee who is on jury duty typically must report for City duty for the remainder of the day upon completion of court or jury service, or request approval for use of other available paid time off. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

#### **8.12 Voting Leave**

Employees are encouraged to exercise their right to vote in elections. If the polls are not open on election day for voting for two consecutive hours outside of the employee's working hours, the employee will be permitted reasonable time to vote during the working hours.

Upon ten (10) days notice to the supervisor, employees will be granted time off to attend a precinct convention or a county, district, or state convention to which the employee is a delegate. Time may be charged to personal leave, accrued compensatory time, or leave without pay for the period of time missed.



### 8.13 Catastrophic Leave

Upon the written recommendation of a Director, the ~~Mayor~~CITY MANAGER or his/her designee may grant leave with pay to an employee when an illness or injury incapacitates the employee or his/her immediate family member and such incapacity requires that the employee take time off from work for an extended period of time. In no event shall any employee be entitled to more than 160 hours catastrophic leave for any one incident; further, in no event shall any employee be entitled to catastrophic leave for more than three separate incidents during their employment with the City.

### 8.14 Other Forms of Leave; Administrative Leave With or Without Pay

The ~~Mayor~~CITY MANAGER or his/her designee may grant leave with pay, together with necessary travel and expense allowance if deemed proper, in order to permit employees to attend conferences, schools, and similar events designed to improve their efficiency and considered as being beneficial to the interest of the City.

Directors may grant special leaves of absence without pay for periods not exceeding two (2) weeks subject to approval by the ~~Mayor~~CITY MANAGER or his/her designee. No leave will be granted under this policy, however, for the purpose of enabling employees to accept outside employment. There shall be no accrual of benefits while on leave without pay.

### 8.15 Physical Incapacity

If the Department Director and the Director of Human Resources, based on the assessment of a medical doctor licensed to practice in the State of Texas, determines that an employee is not able to perform the required physical duties or tasks of his or her present position with or without reasonable accommodation (regardless of whether the incapacity is due to on the job injuries, off the job injuries, or illness), then that employee will not be returned to his or her full duty with the City until a medical doctor states in writing that the employee is able to perform all the required and essential physical tasks or duties of the position with or without reasonable accommodation.

If a job vacancy exists during the 180 calendar days that the employee is qualified for and can physically perform, the ~~Mayor~~CITY MANAGER or his/her designee shall offer the employee that position. The employee has the choice to either accept or decline the offered position.

- 1) If the offer is accepted, it is recognized and understood that the employee may have to take a reduction in salary.
- 2) Any employee so reassigned will be compensated at a pay rate in the pay range of the position to which the employee has been reassigned.

### 8.16 Modified Duty; Absence Rule; Reinstatements; COBRA

The City may modify duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a modified duty assignment is made in the City's sole discretion. A modified duty assignment may be in the employee's own or another department in the City. Factors considered by the City in making its decision include, but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of modified duty; the risk that a modified duty assignment may result in aggravation of the employee's injury or illness; the type of modified duty work available; the length of the employee's employment with the City; the employee's performance and disciplinary history; and whether the illness or injury occurred on or off duty. In making modified duty assignments, the City will normally give priority to employees whose injury or illness is work-related.

Employees who are released for and given a modified duty assignment may not perform work duties in violation of their medical release. An employee, who violates the terms of the medical release while on a modified duty assignment may lose the modified duty assignment and, in addition, may be disciplined up to and including termination of employment.

Modified duty will not normally extend beyond sixty (60) calendar days without an evaluation by the employee's treating physician and a recommendation from the Department Director of Human Resources to the MayorCITY MANAGER or his/her designee. Only the MayorCITY MANAGER or his/her designee may approve an extension of a modified duty assignment. Employees still unable to return to regular duty within sixty (60) calendar days from the approval of modified duty must re-qualify for modified duty through evaluation by their treating physician or revert to workers' compensation indemnity payment, accumulated sick leave, administrative leave, or personal leave benefits, if available.

An employee who is released for and offered modified duty by the City, but who elects not to accept such an assignment, will be ineligible for paid sick leave benefits under the City's Sick Leave policy and salary continuation benefits under workers' compensation.

During a modified duty assignment, employees will typically work an 8-hour workday, Monday through Friday. This means that 24-hour shift employees, as well as other employees who work a non-traditional schedule, will usually be temporarily reassigned to an 8-hour workday, Monday through Friday, for the duration of their modified duty assignment. No employee on modified duty will work overtime.

An employee's salary during any modified duty assignment shall be at the same rate as the salary received prior to the injury.

All modified duty requests and assignments will be reviewed by and coordinated through the Director of Human Resources. The Director of Human Resources will work with the employee's department in making its decision whether modified duty work will be offered. Before returning to regular job duties following a modified duty assignment, the employee must provide a full release from the physician to return to work and coordinate the return through the Director of Human Resources.

**Absences.** An employee who is unable to return to full duty status with or without a reasonable accommodation within 180 days may be separated for incapacity.

If an employee does not perform actual work for the City for a period of 180 calendar days, the employee shall be deemed to have forfeited his or her position unless such termination is contrary to applicable federal or state law (e.g., military leave). A person in this status may apply for positions with the City for which he or she is qualified and physically able to perform. An employee who is unable to return to work in full duty status within six months of an injury may be separated for incapacity.

**Reinstatements.** In the event a former employee is rehired within 180 calendar days after their date of termination, the employee will retain the seniority the employee had achieved for purposes of longevity pay and leave accruals. The rate of pay will be determined based on the pay scale classification for the new position.

**COBRA.** To the extent not otherwise required by state or federal law, once an employee has exhausted his or her accrued leave benefits, the employee shall no longer be paid a salary or wages by the City, and the employee shall no longer accumulate sick leave or annual leave. The employee may continue to receive his or her worker's compensation benefits and may retain the City's health insurance if he or she pays the rate as established by the City under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Such coverage shall be limited to the minimum lengths of time established by COBRA.

COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the full cost of any such continuation coverage.

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must

notify the City within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan at city hall.

#### **8.17 Breaks**

The City allows rest breaks as authorized by an employee's immediate supervisor during the course of each work day to prevent undue fatigue and comply with applicable laws.

**Rest Break Conditions.** As authorized, an employee is allowed a paid rest break of up to fifteen (15) minutes for each four (4) hours of work that is not interrupted by a meal period. Time spent on rest breaks will be compensated as hours worked. An employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness.

**Meal Periods.** Full-time employees (excluding most Police Department employees) are normally provided a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by the Department Director in order to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period.

**Lactation Breaks.** Non-exempt employees who are nursing are provided with reasonable break time to express breast milk for up to one year after the birth of a child as long as providing such break time does not unduly disrupt operations. Employees will not be retaliated against for exercising their rights under this policy.

**Supervisor Responsibility:** Supervisors are responsible for scheduling the time for employee rest and lactation breaks and should take into consideration the work load and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of rest breaks.

**Practices Not Permitted:** The following practices are not permitted uses of rest breaks:

- combining two daily breaks into one thirty (30) minute rest break;
- "banking" rest period time from day to day;
- saving rest period time to extend lunch periods or shorten the scheduled work day; or
- requesting compensatory time off or overtime pay for work performed during rest period time.

#### **8.18 Certification Pay**

Employees may be eligible for pay for additional certificates received as a result of additional training and education. A separate Certificate Pay Policy will be established to govern the types and frequency of pay for various certificates received. These amounts may be adjusted from time to time and will be subject to annual appropriation.

#### **8.19 On-Call/Call Back Compensation**

The City provides for after-hour service needs by allowing some departmental operations to designate certain nonexempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their Department.

**Return to work provisions.** After regularly scheduled working hours, on-call employees are free to pursue personal activities but must respond to a call back (via paging, phone, or radio) within designated guidelines set by their Department. Employees designated as on-call must be fit, both mentally and physically, to accomplish on-call services needed within the time frame required. An employee is considered officially scheduled and designated as on-call only when approved by the supervisor in accordance with procedures established by the Department.

**Compensation.** On-call status is not considered time worked and is not compensable unless the employee actually responds to a call back. On-call employees called back to the workplace will be paid at their regular rate of pay for actual hours worked and guaranteed a minimum of two (2) hours pay for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will not be considered call-back and is paid at the employee's regular rate of pay until overtime requirements are met. Continuing work on a call-back that extends beyond the 2 hour minimum and into a day off does not entitle the employee to additional premium pay. Travel time to and from a call-back is compensable under this policy, in accordance with departmental policy. On-call employees who do not return to the workplace but who handle a workplace issue by phone will be paid for actual time spent on the phone. In all cases, employees must report their actual hours worked on their time sheets.

Employees exempt from overtime are not eligible for compensation under the provisions of this policy.

**Departmental Policies.** Each Department has its own internal procedures for handling on-call services. Departments may establish guidelines for varying levels of response to call-back situations depending upon the nature and importance of the services to be completed.

#### **8.20 Payroll Deductions**

The following deductions are authorized for payroll deductions:

- (1) Social security contributions;
- (2) Income withholding taxes;
- (3) Medicare contributions
- (4) Contributions to the Texas Municipal Retirement System;
- (5) Presently authorized medical insurance premiums;
- (6) Presently authorized "other insurance" premiums;
- (7) United States savings bonds;
- (8) Contributions to an individual retirement annuity or deferred compensation plan;
- (9) Association or Union dues; and
- (10) Required child support payments

No other payroll deduction privileges are authorized at this time and no future payroll deduction privilege will be granted without the approval of the ~~Mayer~~CITY MANAGER or his/her designee, except as otherwise provided by law. A reasonable administrative fee may be collected as authorized by law.

#### **8.21 Performance Management Process**

The City uses a thorough performance management process for assisting supervisors in communicating job expectations, measuring the employee's level of past performance, recognizing employee achievements and exemplary performance, and strengthening the supervisor-employee relationship. The performance management process provides necessary information for management decisions including career development and training, assignments, advancements, transfers, disciplinary actions, retention, compensation, etc. The purpose of the performance management process as outlined herein is to achieve optimum employee performance resulting in outstanding citizen service.

**Schedule.** Regular full and part-time employees hired are eligible for:

- A performance review after six (6) months of their initial orientation period; and
- Annual performance evaluation before the end of the fiscal year (September 30).

Newly transferred or promoted employees who are serving their initial orientation period shall also receive periodic evaluations during their orientation period.



All employees, including Council appointees are governed by the above schedule. The ~~Mayor~~CITY MANAGER or his/her designee's office establishes a performance evaluation system for Director-level positions. The City Council establishes a performance evaluation system for Council appointees.

**Supervisory Responsibilities.** All performance evaluation information must be written where required and forwarded to the Director of Human Resources for retention in the employee's official personnel file. An evaluation is considered complete at the time the employee signs and dates the evaluation document or the supervisor and/or Department Director has a witness acknowledge the employee's refusal to sign the evaluation document.

Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths and areas of development needed by completing the Employee Development Area. Each employee will sign and date a copy of the Performance Evaluation when it is reviewed, and the supervisor will forward a copy to the Director of Human Resources for filing in the employee's official personnel file and provide the employee a copy.

Department Directors are expected to ensure compliance with this policy and ensure that evaluating supervisors and managers under their direction are adequately trained in the performance evaluation process. Department Directors and/or mid-level managers are encouraged to review all Performance Evaluation documents for validity prior to the department supervisor conducting the performance evaluation with the affected employee, in order to correct any obvious errors or rating bias.

**Director of Human Resources Responsibilities.** The Director of Human Resources will review all evaluation documents for obvious errors and return them to the Department Directors for any clarifications or procedural corrections. The Director of Human Resources is responsible for maintaining original evaluation documents in the official personnel files.

**Employee Responsibilities.** Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements as outlined. Employees are encouraged to address issues and concerns regarding their annual performance evaluation with their evaluating supervisor. If the employee is unable to resolve issues and concerns with the evaluating supervisor, the employee may address them with the Department Director; if the Department Director is the evaluating supervisor, the employee may go to the ~~Mayor~~CITY MANAGER or his/her designee to address concerns.

#### **8.22 Telephone Contact**

All supervisory personnel and service personnel must have a telephone number at which they can be reached during off-duty hours. This can be a cell phone or a land line telephone.

No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work related matters.

All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

### **IX. EDUCATION INCENTIVES AND OTHER BENEFITS**

#### **9.01 Education Incentives**

City employees who are interested in continuing their education in a job-related field may be eligible for tuition reimbursement payments in accordance with the following policies. These reimbursements are subject to appropriation of funds by the City Council.

The employee must inform the MayorCITY MANAGER or his/her designee , in advance, of the specific courses the employee will take and the specific school, college or university to be attended. Each “online” class must be expressly pre-approved.

It will be the employee's responsibility to register and successfully complete the course(s) with a grade of "B" or better on each course taken.

Tuition reimbursement payments for employees will be subject to the following limitations:

- 1) The City will not pay for more than six semester hours per semester per employee;
- 2) Payments will be limited to tuition only;
- 3) The City will not make payments for any fees (e.g. student lab, etc.), I.D. cards, books, parking permits, travel expenses unless specifically authorized in writing by the MayorCITY MANAGER or his/her designee ;
- 4) No employee may receive both City tuition payments and G.I. Bill benefits for the same schooling;
- 5) No employee may receive City tuition benefits for courses not directly related to a major approved by the individual's Director and the MayorCITY MANAGER or his/her designee . The course must be for bona fide purpose of preparing the employee for advancement through upgrading the employee to a higher skill level and not directly related to the employee's current job;
- 6) The tuition reimbursement will be paid to the student after the completion of the course with documentation that the course was successfully completed with a grade of “B” or better. No tuition reimbursement payment will be made to the student if the course was not successfully completed or a grade lower than “B” was received for the course;
- 7) No payments will be made for courses enrolled in by an employee who has worked for the City less than six months at the time of enrollment unless an exception is approved in writing by the MayorCITY MANAGER or his/her designee ; and
- 8) Any employee who resigns or retires within one year of receiving tuition reimbursement for a course or courses at the City's expense will be liable for repayment of the City payment(s).

## **X. CONDUCT; RATIONALE FOR DISCIPLINE; GROUNDS FOR DISMISSAL**

### **10.01 General Rules for Conduct**

To ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens and employees.

**Progressive Discipline:** In certain instances, the City will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances. At-will employment status is not affected by the progressive discipline process. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- oral warning
- letter of counseling
- written reprimand
- probation
- suspension (without pay)
- demotion
- last chance agreement
- discharge

**Documentation:** All forms of discipline, other than oral warnings, must be documented and will be placed in the employee's personnel file. In the event an employee is to be discharged, the supervisor shall forward a copy of the documentation to the Director of Human Resources for review, who shall forward a copy of the dismissal to the ~~Mayor~~CITY MANAGER or his/her designee. The Supervisor will also make a recommendation concerning the possible rehiring (or not rehiring) of the person in the future.

**Supervisory Responsibility:** All employees with the responsibility and authority to supervise and direct employees under their control shall administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct, and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or City policies and procedures as well as address performance appeals submitted to them as provided by policy in a professional manner, in an attempt to resolve such issues at the lowest possible supervisory level.

**Review by Director of Human Resources:** Any proposed disciplinary action in excess of an oral warning must be reviewed by the Director of Human Resources prior to being given to the employee. This applies to both employees serving in the initial orientation period and regular employees that have completed the initial orientation period.

**Appeal Rights:** Where a disciplinary action involves a suspension of 1 day (or 1 shift) or more, demotion and/or termination, the employee will normally be given an opportunity to respond to the allegations prior to disciplinary action being taken. (See Employee Grievance Policy). However, positions classified as Director level and above are employed at the will and pleasure of the ~~Mayor~~CITY MANAGER or his/her designee, with the concurrence of the City Council, and have no right of appeal for any type of disciplinary action, including termination. Employees serving the initial orientation period have no right of appeal for disciplinary action taken against them.

**Prohibited Activities:** Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens or other third parties, at risk, may also result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace. The following are some examples of conduct that will likely result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or use of City property or other property not belonging to the employee
- Falsification of timekeeping or other records, including employment application
- Working under the influence of or a presence in the system of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating City owned equipment
- Violation of City's policy regarding sexual or other unlawful harassment
- Interfering with work schedules or another employee's ability to work
- Misuse of City telephones, computers, mail systems, internet, etc.
- Excessive or unscheduled absenteeism, tardiness in reporting for work or returning from lunch and breaks or absence without notice and/or approval
- Breaks in excess of the allotted time allowed
- Violation of tobacco use policy
- Violation of safety or health rules and failure to immediately report an on-the-job injury/accident
- Profanity, abusive language, or racial slurs
- Unauthorized disclosure of confidential information
- Violation of any provision of the City Charter
- Violation of City or departmental policies, codes of conduct, rules and procedures
- Coercion, intimidation, or threats against citizens, supervisors, co-workers, City officials, or others
- Making or publishing false, vicious, or malicious statements about the City, or a City employee or citizen, or others
- Unsatisfactory performance or conduct
- Inefficiency, incompetence or neglect of duty
- Fighting, provoking or instigating a fight, or threatening violence
- Disruptive activity in the workplace
- Engaging in a work stoppage
- Conduct which results in waste or damage of a coworker's, City, or citizen-owned property
- Insubordination or other disrespectful or unprofessional conduct
- Discourteous treatment of the public
- Possession of weapons on City time, City premises, or while on City business (except for licensed peace officers required to carry a weapon as part of their job duties or employees with concealed handgun license with permitted weapon locked in their personal vehicle)
- Violation of local, state or federal law
- Conviction of a felony, including reasonable belief employee has committed a crime under Texas Penal Code or Class A or B misdemeanor involving moral turpitude, or repeated conviction of Class C misdemeanor charges, or any crime
- Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension
- Outside employment that conflicts or potentially conflicts with City interests
- Acceptance of payment of any kind for activities related to City Employment
- Failure or refusal to follow lawful orders
- Sleeping on the job
- Dishonesty, including misrepresentation during the hiring process
- An accumulation of minor infractions

**Disciplinary Meeting:** A disciplinary meeting will be scheduled prior to the imposition of a disciplinary suspension of 1 day (or 1 shift) or more, demotion or termination. The Department Director, the affected employee, the Director of Human Resources and anyone else deemed necessary by the Department Director typically attend the disciplinary meeting. During the meeting, the affected employee will be given an opportunity to present an explanation of the conduct leading up to the proposed disciplinary action. Employees will be given advance notice of the meeting. Employees may, in the City's sole discretion, be placed on administrative leave prior to, during, or after the disciplinary meeting. The employee will be notified of the City's determination following the meeting.

**Administrative Leave:** During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay, and may be charged to available accrued leave if authorized by the ~~Mayor~~CITY MANAGER or his/her designee .



## 10.02 Outside Employment

City employees may engage in outside or self-employment provided they receive prior written approval from the ~~Mayor~~CITY MANAGER or his/her designee .

Employees may not accept outside or self-employment that conflicts with the effective performance of the employee while on duty with the City, or conflict in any way with the best interests of the City. Other outside activities, such as volunteer activities, that might similarly distract from an employee's ability to perform the job with the City are also prohibited.

By accepting and performing outside or self-employment, the employee waives all rights to sick leave, or any other time off, in the event such employee is unable to perform the duties as an employee of the City because of accident, injury, or illness resulting from travel to or from, or performance of another job. Further, an employee will not be covered by the City's workers' compensation insurance while working for another employer or while self-employed unless the employee is required to perform official City employment activities while engaged in such outside or self-employment.

Approval for outside or self-employment as set out in this policy does not authorize an employee on sick leave, disability leave, injury leave, workers' compensation leave, or an unpaid leave of absence, to engage in any outside or self-employment. Under no circumstances may an employee on sick leave, disability leave, injury leave, workers' compensation leave, or an unpaid leave of absence, engage in outside or self-employment, as defined in this policy, unless expressly authorized in writing by the Department Director and the Director of Human Resources.

For purposes of this policy, outside or self-employment includes a job, activity, or enterprise (including self-employment), which constitutes a form of employment or business outside the responsibilities of employment with the City. This policy is not intended to cover volunteer work with a non-profit organization, such as United Way, Girl Scouts, American Heart Association, faith based activities or similar activities where compensation is neither expected nor paid in the ordinary course of operations.

## 10.03 Incident Reports

An employee shall immediately report to his or her supervisor any incident that involves either (1) personal injury to any person, or (2) any damage or loss to City property or the property of others.

The employee's supervisor shall notify the Division Director or ~~Mayor~~CITY MANAGER or his/her designee immediately of any incident that involves personal injury to the employee or any other person.

An employee and the employee's supervisor shall reduce the above reports of personal injury or damage of property to writing within one (1) working day of the incidents and send the reports to the Division Director and the Director of Human Resources.

## 10.04 Arrests, Confinements and Indictments

City employees are subject to disciplinary action and/or job restrictions for violations of law. This policy applies to acts prohibited by law that result in charges being filed, arrest, confinement, indictment, and/or conviction, as well as to acts prohibited by law not resulting in charges filed, arrest, confinement, or indictment.

**Employee Detained by Law Enforcement Authorities:** An employee that is questioned by law enforcement authorities and not free to leave is considered to be "detained." A detained employee, who fails to report to work at the employee's regularly scheduled time, and/or provide timely notification to the supervisor, will be subject to disciplinary action for unauthorized absence. Employees are to contact their immediate supervisor at the beginning of the next work shift after being detained by law enforcement authorities, including traffic stops, to report the detainment, arrest, confinement or indictment and reason. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. If the employee is unable to report to the supervisor

because of confinement, the employee must have someone contact the supervisor for the employee, no later than the beginning of the next scheduled work shift, to report why the employee is unable to report to work.

**Violations of Law Discovered through Criminal History Check:** The City may conduct criminal history checks on existing employees at any time during their employment, for any reason. Conduct constituting an offense, arrest or conviction that is discovered, and that adversely affects their ability to perform their job, may result in disciplinary action, up to and including termination.

**Exempt Employees:** Depending on the circumstances of the arrest, confinement, or indictment, the salary or the leave accruals of an exempt employee may be docked for absences of less than one (1) full work day.

**Non-exempt Employees:** If a non-exempt employee does not report to work as scheduled, the time missed will be recorded as unpaid leave.

**Felonies and Misdemeanors:** Employees must immediately notify their supervisor and/or Department Director within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. In most instances, the City will conduct its own investigation and take appropriate action. An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation may be placed on administrative leave (with or without pay) until the charge, indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. Such a determination will typically be made by the Department Director and the Director of Human Resources. An employee on administrative leave may, in the City's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

**Employee Status after Violation of Law:** At the time the employee's department is made aware of an employee's arrest or conduct constituting an offense that may conflict with their ability to perform their job, the Department Director shall consult with Human Resources to determine available options which may include, but are not limited to:

- allowing the employee to return to regular duty with pay;
- allowing the employee to return to restricted duty with pay;
- placing the employee on paid administrative leave;
- placing the employee on unpaid administrative leave; or
- terminating the employee.

**Disciplinary Action:** Disciplinary action may be pursued concurrently or in place of the above options or imposed at a later date. Multiple violations of law or confinements within a prescribed time period may also result in disciplinary action.

**Other Policies:** This policy should not be construed to limit disciplinary action that may be taken in accordance with other Personnel Policies and Procedures, department policies, or other city-wide policies.

#### 10.05 Code of Conduct

**A. Conflict of Interests** - Without prior written approval by the ~~Mayor~~CITY MANAGER or his/her designee no employee of the City may:

- i. Have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the City and its related entities;
- ii. Use City employment, authority, or influence in any manner for personal betterment, financial or otherwise;

- iii. Have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or services;
- iv. Have discussions or participate in decisions of any City agency, board, commission or instrumentality if the employee has any personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision;
- v. Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a City employee or that might impair independent judgment in the performance of duties to the City, or
- vi. Accept remuneration or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the City.

**B. Bribery - No employee of the City may accept or agree to accept:**

- i. Any benefit as consideration for a decision, opinion, recommendation, vote or other exercise of discretion as a city employee;
- ii. Any benefit as consideration for a decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
- iii. Any benefit as consideration for a violation of a duty imposed by law on a city employee; or
- iv. Any benefit that is a political contribution in violation of state law.

**C. Acceptance of Gifts – No employee of the City may:**

- i. solicit, accept, or agree to accept any benefit from a person the official or employee knows is subject to regulation, inspection or investigation by the official or the city.
- ii. solicit, accept, or agree to accept any benefit from a person with whom the official or employee knows litigation is pending or contemplated by the official or the city.
- iii. (for a city employee who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government) solicit, accept, or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- iv. (for a city official or employee who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision) solicit, accept, or agree to accept any benefit from a person the official or employee knows is interested in or likely to become interested in any matter before the official/employee or tribunal.
- v. The above does not apply to:
  - Fees prescribed by law to be received by the city employee or any other benefit to which the employee is lawfully entitled and for which he has given legitimate consideration;
  - Gifts or other benefits conferred on account of kinship or personal, professional or business relationships independent of the employee's status with the city;
  - Certain honorariums in consideration of legitimate services; or
  - Benefits consisting of food, lodging, transportation or entertainment accepted as a guest and reported as required by law;

**D. Tampering with governmental records – No employee of the City may make a false entry in, or false alteration of, a governmental record, or to make, present or use any record, document or thing with knowledge of its**

falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove or otherwise impair the verity, legibility or availability of a governmental record.

**E. Misuse of official information - No employee of the City may:**

- (i) in reliance on information to which an employee has access by virtue of their employment, and that has not been made public:
  - a. acquire or aid another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;
  - b. speculate or aid another to speculate on the basis of the information; or
  - c. coerce another into suppressing or failing to report that information to a law enforcement agency.
- (ii) with intent to obtain a benefit or with intent to harm or defraud another, disclose or use information for a nongovernmental purpose that:
  - a. the employee has access to by means of his employment; and
  - b. has not been made public.

**F. Official Oppression; Abuse of Official Capacity –**

- (i) It shall be a violation for a city employee, acting under color of his employment, to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment.
- (ii) It shall be a violation for a city employee, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misuse government property, services, personnel, or anything of value belonging to the government that has come into his custody or possession by virtue of his office or employment.

**G. Political contributions to city campaigns.** City employees are prohibited from making any contribution to the campaign fund of any person seeking election to a city office or to any political party supporting a candidate to a city office.

**H. Gift in favor of appointment.** Persons seeking appointment to or promotion in the administrative service of the city are prohibited from directly or indirectly giving, rendering or paying any money, service or other valuable thing to another for or on account of or in connection with his appointment or promotion, or any examination conducted therefor.

Violations of this policy may result in disciplinary action. Employees should direct questions regarding the prohibitions imposed by this policy to your Department Director, the Director of Human Resources, or the ~~Mayor~~CITY MANAGER or his/her designee 's office.



## **XI. DRUG AND ALCOHOL POLICY; COMMERCIAL DRIVERS**

### **11.01 Purpose and Scope of Drug and Alcohol Policy**

It is the desire of the City to provide an alcohol and drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

**Tobacco Use Prohibited.** The use of all tobacco products (including smokeless) inside city-owned or leased buildings and city-owned or leased vehicles or equipment is prohibited. Any employee who violates this policy is subject to discipline, up to and including termination.

**Prohibition Against Alcohol and Illegal and Unauthorized Drugs.** While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except possession under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. Absent specific approval by the MayerCITY MANAGER or his/her designee, City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

**Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia.** This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

**Permissive Use of Prescribed and Over-The-Counter Drugs.** The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

**Police Department Employees.** Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy only when in possession of confiscated alcohol and/or drugs while carrying out their official duties. Additional guidelines may be established by Police Department operating procedures.

**Mandatory Disclosure by Employees.** Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Head or to the MayerCITY MANAGER or his/her designee if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

**On-Call Employees.** Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, and is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called

out is under the influence of alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

**Mandatory Reporting of Convictions.** Employees must notify their immediate supervisor and the Department Director, in writing, of any criminal drug conviction (including a plea of nolo contendere) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than five calendar days after the conviction.

**Off-Duty Conduct.** The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

#### **Rehabilitation/Treatment.**

1. It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.

2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.

3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program.

4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time.

5. If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:

- A. Initial negative test for drugs and/or alcohol before returning to work;
- B. A written release to return to work from the City-approved rehabilitation or treatment facility/program;
- C. Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
- D. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment;
- E. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Director of Human Resources. The employee must meet with the Director of Human Resources to discuss the terms of continued employment and sign a formal agreement before returning to

work.

**Policy Violations.** Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Director of Human Resources to receive assistance or referrals to appropriate resources in the community.

#### **Testing**

**Types of Tests.** Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, intoxilyzer, blood, or other generally-accepted testing procedures.

**Testing of Applicants.** All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

#### **Testing of Employees.**

1. Employees may be tested for alcohol and/or illegal and unauthorized drugs: (1) after a workplace injury or accident or “near miss,” when reasonable suspicion exists; (2) where reasonable suspicion exists even where no accident or injury occurred; or (3) in connection with any required treatment or rehabilitation. The City may conduct random testing on employees holding safety-sensitive positions.
2. Police Department employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
3. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee’s behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
4. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee’s normal work time.
5. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
6. A positive test result is a violation of the City’s Drug and Alcohol Policy and may result in disciplinary action up to and including termination of employment.
7. The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City’s Drug and Alcohol Policy for Commercial Drivers for additional information.

#### **Testing Procedures.**

1. All testing must normally be authorized in advance by both the employee’s Department Director and the Director of Human Resources. If the Department Director is unavailable within a reasonable period of time, the Director of Human Resources may, with sole discretion, authorize the testing of an employee. If the Director of Human Resources

is unavailable within a reasonable period of time, the Department Director may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.

2. If an employee's conduct resulted in a work place accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.

3. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.

4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Director of Human Resources; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

#### 11.02 Commercial Drivers

**Employees/Applicants Subject To Testing.** City employees who drive a commercial motor vehicle (~~CMCITY~~ MANAGERV) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or the Director of Human Resources will advise the employee if the employee is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this policy.

Employees covered by this policy are also required to comply with the City's Drug and Alcohol Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Use Policy. DOT tests will be completely separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before a non-DOT test is begun.

All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT or City regulations in any way, the more stringent regulations will govern.

An employee subject to the provisions of this policy may be a person employed by the City, a contractor or subcontractor engaged by the City or an employee of such contractor or subcontractor. Refer to the Director of Human Resources for a listing of City positions currently subject to the testing provisions of this policy. The list of job titles may change as job responsibilities change or as new jobs are added to the City's work force. Employees required by DOT to hold a CDL, due to the type of equipment they operate, are subject to this policy whether or not this list is immediately updated to include their job titles. Employees who hold these jobs are required to carry their CDLs when they are at work or are operating City equipment.

#### Prohibited Alcohol Use.

**On-duty and Pre-duty Use.** Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:

- While having a breath alcohol concentration of 0.04 or more as indicated via breath test;
- While using alcohol; or
- Within 4 hours after using alcohol.



**Use Following An Accident.** An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for 8 hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.

**Prohibited Drug Use.** Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when using or after use of any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a **CITY MANAGER V**. An employee may not report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.

**Required Alcohol and Drug Tests.** DOT requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.

1. **Pre-employment Testing.** Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted or transferred into a safety sensitive driver position.

2. **Post-accident testing.** Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a **CITY MANAGER V** operating on a public road in commerce, as follows:

- When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;
- When the employee is issued a moving traffic violation citation and any person involved in the accident is injured to the extent that he/she requires and receives immediate medical treatment away from the scene of the accident; or
- In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.
- 

An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

In post-accident situations, the City may substitute a blood or breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post-accident test performed at the City's behest.

a. **Post-Accident Alcohol Testing.** If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be provided to the Director of Human Resources by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to the Director of Human Resources.

b. **Post Accident Drug Testing.** A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above listed occurrences. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Director of Human Resources.

**3. Reasonable suspicion testing.** Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of the suspicion. If the Department Director concurs, the employee will be required to undergo testing only after consultation with the Director of Human Resources. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to the Director of Human Resources.

**a. Reasonable Suspicion Alcohol Testing.** Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the work day the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before performing, or just after performing, safety sensitive functions. If alcohol testing cannot be administered within 2 hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to the Director of Human Resources. If alcohol testing cannot be administered within 8 hours after the observation, the City will cease attempts to administer an alcohol test and the appropriate supervisor must immediately document the reasons that the alcohol test was not administered; this report must be promptly forwarded to the Director of Human Resources.

Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:

- An alcohol test measures the employee's alcohol concentration at less than 0.02;
- or
- 24 hours have elapsed since the reasonable suspicion observation was made.

**b. Reasonable Suspicion Drug Testing.** A driver will be drug tested as soon as practicable but not later than 32 hours after the reasonable suspicion observation. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Director of Human Resources.

**4. Random Testing.** Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's Social Security number, payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year. Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a **CITY MANAGER** V, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.

**5. Return-to-duty and follow-up testing.** Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least 6 tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests

must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing. When applicable, the City will follow all applicable DOT regulations in requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations or this policy and it is the policy of the City not to do so. Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.

**Refusal to Test.** An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers/alters a specimen, will not be permitted to perform or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician medical review officer (MRO) as part of the verification process).

#### **Additional Information About Alcohol Testing.**

**Consequences of a Positive Alcohol Test.** An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and may be terminated. An employee who is tested and has an alcohol concentration of .02 to .039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If not terminated, then the employee will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave or other accrued leave during the treatment period.)

**Alcohol Testing Procedures.** A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a "negative" test. The second, confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

#### **Additional Information About Drug Testing.**

**Drug Testing Procedures.** Drug testing is conducted by analyzing a driver's urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. "Split" urine specimens provide drivers with an opportunity for a second test, if needed. If the driver challenges the validity of the test, then the employee has 72 hours to request that the split specimen be sent for testing to another certified lab approved by the City's Director of Human Resources. The second test will be at the driver's own expense.

**Drugs Tested For.** DOT requires testing for the following drugs:

- Marijuana (THC)
- Cocaine
- Amphetamines
- Opiates
- Phencyclidine (PCP)

A screening test is performed first. If it is positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms "drug," "drugs" or "controlled substances" are used in this policy, they refer to the substances

listed above. The City will not test for any other substances under this policy. The City may, however, test for other controlled substances pursuant to its general Drug and Alcohol Policy.

**Review of Drug Test Results.** All drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.

**Consequences of a Positive Drug Test.** A driver will be removed from safety sensitive duties and placed on administrative leave if the test returns a positive for drugs. A confirmed positive result for illegal drugs will result in termination of employment. The termination cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance.

**Confidentiality.** Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer. Records will also be made available to a subsequent employer or other identified person upon the driver's specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers' compensation and unemployment proceedings.) All test results will be kept in a confidential file by the Director of Human Resources. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination of employment.

**Information From Prior Employers.** For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver's written consent, to obtain information from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two years prior to the date of the driver's application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the information before allowing the person to perform safety sensitive functions. If the City receives any such information about an applicant-driver, the applicant will not be hired; if such information is received about an employee seeking promotion or transfer, the employee will not be promoted or transferred to the driver position and may also receive disciplinary action, up to and including termination of employment. The City will maintain a written, confidential record of the information it obtains and/or the good faith efforts it made to obtain the information. This information will be retained for a minimum of 3 years. The City will also ask if the person has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the driver applied for, but did not obtain, safety sensitive transportation work covered by a DOT agency drug and alcohol testing rules during the past 2 years. If the person admits to such conduct, the person will not be allowed to perform safety sensitive functions for the City. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.

**Record Retention.** The City will maintain and retain records under this policy as mandated by DOT regulations.

**Notification to Applicants/Employees of Positive Test Results.** The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are confirmed positive, and also which controlled substance(s) verified positive after the MRO confirms the positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with an MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.



**Employee Admission of Drug/Alcohol Use.** An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Use Policy; provided, however, the employee may not self-identify in order to avoid the testing requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty. The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Use Policy. A drug and alcohol abuse evaluation expert, i.e., an EAP professional, a substance abuse professional or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.

**Safety Sensitive Functions.** For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety sensitive functions/duties include:

- All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;
- All time inspecting equipment as required by applicable DOT regulations or otherwise inspecting, servicing, or conditioning any **CITY MANAGER** V at any time;
- All time spent at the driving controls of a **CITY MANAGER** V in operation;
- All time, other than driving time, in or upon any **CITY MANAGER** V;
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Transportation to Testing Site.** With the exception of pre-employment and random testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.

**Questions.** Anyone with questions regarding this policy should contact the Director of Human Resources.

## 12. EMERGENCY OPERATIONS PROCEDURES

### 12.01 Emergency Operations

This policy will be in effect whenever the **Mayor/CITY MANAGER** or the **Mayor/CITY MANAGER**'s designee declares that emergency conditions warrant either in preparation for or as a reaction to, a potentially disastrous event. Each emergency situation is unique and this policy is intended for overall guidance only. Upon declaration of an emergency, Directors are authorized to release employees in Tiers 2-3 from duty as outlined below.

### 12.02 Emergency Operations; Classification and Staffing

Directors are responsible for appointing individual classifications to each of their employees. Every City employee will have one of the following classifications. Any employee classification can be immediately or temporarily reclassified upward or downwards depending on the needs of the City.

"Tier 1" – ESSENTIAL – Employees with specific responsibilities who remain in the City on the job or at a designated location during an emergency and are authorized to remain during a mandatory evacuation.

"Tier 2" – RE-ENTRY ESSENTIAL – Employees who must return to supplement or relieve Tier 1 employees immediately upon roads becoming accessible.

“Tier 3” – NON-ESSENTIAL – Employees whose presence is not essential in carrying out the emergency plan, but who cannot leave their positions until released by their supervisor, and must return to work as usual under normal operations after emergency status has ended.

Employees not at work are responsible for remaining in contact with their supervisor regarding assignments, and to stay abreast of the situation by monitoring radio and television for instructions or by calling the Emergency Operations Center.

#### **12.03 Emergency Preparation Phase**

City property will be secured and protected and other actions will be taken as necessary in individual departments. Directors will reconsider and reschedule or cancel, if necessary, all personal leave requests of Tier 1 and Tier 2 employees who are on personal leave, or are scheduled for personal leave. When assigned tasks under the Preparation Phase are completed in accordance with the Departmental Emergency Plan, Tier 2 and Tier 3 employees released from duty may choose to evacuate. Tier 1 employees will be allowed to secure their property and make arrangements for their families as scheduled by the Director. Each employee of the City shall have a hurricane evacuation plan for his/her family well in advance of an approaching storm.

#### **12.04 Essential Services Phase**

This phase occurs during the emergency situation. Only those employees whose assigned functions are necessary for the benefit of the general public during the emergency situation will work during the Essential Service Phase. Tier 1 employees will not be authorized to evacuate.

Shifts during the Essential Services Phase will be established according to departmental needs. Employees who are assigned on call status must advise supervisors of locations where they can be contacted at all times. Employees released from work will follow instructions regarding evacuation and shelter, as applicable.

If additional days are needed by the employee after the declaration to return to duty, the employee may request personal leave time or compensatory time off for personal emergency recovery. However, that request may be denied if the situation warrants.

Employees who do not remain on, or return to, duty when so ordered are subject to disciplinary action up to and including termination.

#### **12.05 Return to Duty Phase**

By reporting to work on the return-to-duty date and/or time specified by the ~~Mayor~~CITY MANAGER, each employee meets their responsibility to work with other City employees as a team in helping to restore the community to normal service levels following a disaster period. Employees who choose to evacuate will be expected to report to work at the start of their next normal shift on the return-to-work date.

#### **12.06 Departmental Responsibilities**

Directors shall:

- Review this Emergency Policy with their employees annually and identify each position in which employees in their department are required to work during an emergency. This list of positions and employees who occupy them must be maintained and posted on the department's official bulletin board or circulated to all their employees.
- Develop, post, communicate and circulate to all their employees the Standard Operating Procedures (SOPs) under each phase of an emergency, and annexes to the City's Emergency Plan pertinent to that department(s).
- Hold an annual meeting to reiterate to employees their individual responsibilities and to inform them of any changes in this policy or the SOP.
- Ensure that all job descriptions state the Emergency Classification of their positions.
- Complete the "Emergency Preparedness Employee Classification Form" for every employee.

Each employee must be provided with a copy of his or her Tier classification form. The original must be forwarded to the Human Resource Department.

#### **12.07 Supervisor Duties**

Supervisors shall:

- Assist with the responsibility of the consistent and fair implementations of this policy.
- Document and initiate any disciplinary action resulting from any violations of this policy.

#### **12.08 Employee Duties**

All City Employees shall know his/her responsibility under this policy because compliance with this policy is mandatory and be responsible for complying with waiver request procedures as outlined in this policy.

#### **12.09 Waivers**

If an employee has personal circumstances that would affect his or her ability to work during any phase of this Policy, then the employee must notify his or her Director upon employment or within 30 days of the onset of the extenuating circumstances. The requests will be reviewed and approved/disapproved by the MayorCITY MANAGER or his/her designee. Documentation of qualifying circumstances shall accompany the request.

#### **12.10 Inclement Weather/Emergency Closing**

Except for extraordinary circumstances, City offices DO NOT CLOSE. All City employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify the immediate supervisor and/or Department Director and make arrangements to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to personal leave or comp time. Regular full-time and part-time nonexempt employees who are unable to flex their time and who have no accrued vacation or compensatory time available will not be paid for the time missed.

The Department Director/immediate supervisor is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the MayorCITY MANAGER or his/her designee's Office.

When weather or other conditions are such that the MayorCITY MANAGER or his/her designee declares certain City offices/departments officially closed, or if a mandatory evacuation has been declared, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be granted "administrative leave" for the time the office/department is closed. Essential personnel must report to work even when other City departments are officially closed due to weather or other type of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Director and/or the MayorCITY MANAGER or his/her designee. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination of employment. Employees are required to sign an acknowledgement form that they have received notice of their designation of essential or non-essential status and requirement to work during inclement weather at time of employment.

#### **12.11 Compensation during Emergencies**

##### **Policy Summary**

When an emergency impacts City employees' work schedules and status during emergency conditions and a "state of emergency" or "state of disaster" has been declared by the President, Governor, County Judge or MayorCITY MANAGER or his/her designee may grant emergency administrative leave with pay immediately prior to and/or after the occurrence of a disaster, whether natural or man-made.

If it is determined that a civil emergency condition exists, including, but not limited to, riots, civil disorders, severe weather or hurricane conditions, other natural disasters, chemical incidents, or similar conditions, the MayorCITY MANAGER or his/her designee may suspend all provisions of the City of Iowa Colony's Personnel Rules except for those sections concerning Safety and Wages and Discipline.

#### Scope

This policy applies to all non-exempt and exempt employees.

#### A. Declaration of Emergency

**Notification of State of Emergency:** When a state of emergency is imminent or has been declared, the MayorCITY MANAGER or his/her designee or **designee** will notify all employees through department directors or managers of such declaration.

#### B. Emergency Periods

**Pre-Impact Period** This is the time period prior to the impending disaster and includes emergency response activities and preventive measures by the City of Iowa Colony's departments in preparing for the impending emergency. This period begins when the City Emergency Operations Center is activated because a "state of emergency" or "state of disaster" has been declared by the President, Governor, County Judge or MayorCITY MANAGER or his/her designee, or for other good cause by the City's Emergency Management Coordinator or .

**Emergency Period** This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property, and most other regular City services are suspended. During this period, the MayorCITY MANAGER or his/her designee may designate key essential personnel to take mandatory shelter in the City Emergency Response Operations Center. The Emergency Period begins when the City is closed for normal business and ends when the MayorCITY MANAGER or his/her designee declares it safe for all employees to return to work.

**Post Impact/Recovery Period** This is the time period during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions. This period begins when the MayorCITY MANAGER or his/her designee declares it safe for all employees to return to work, and ends when the MayorCITY MANAGER and/or MayorCITY MANAGER or his/her designee declares the period is over.

No one is excused from work until the MayorCITY MANAGER or his/her designee, through the department directors, authorizes employees to leave, even if a public announcement of office closures or suspension of services is issued. Employees must return to work as soon as an emergency is over to participate in the Post Impact/Recovery Period. Employees excused from work during an emergency will be on emergency paid administrative leave.

Emergency paid administrative leave will start when the employee is excused by his/her Department Director and will continue until the MayorCITY MANAGER or his/her designee declares it is safe for all employees to return to work. Employees are expected to return to work on their next scheduled day or shift following the MayorCITY MANAGER or his/her designee's declaration. If an employee fails to show up for work or cannot show up for other reasons then the time lost will be Leave of Absence Without Pay, unless other paid leave (vacation, sick, etc.) is approved.

The City of Iowa Colony recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during hazardous weather or state of local emergency. When evacuation of personal residences is required, Emergency Essential employees will be permitted and expected to make arrangements for their families like any other citizen, including the use of authorized shelters. The Emergency



Essential Employees may be granted up to 4 hours of administrative leave for this purpose. Employees who are not able to return to work due to emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at City facilities due to impassable roadways, etc.) must contact their department director or **designated supervisor** as soon as possible and utilize appropriate leave time.

During a state of emergency, any unauthorized absence from work or assignment may be considered sufficient cause for discharge.

### C. Employee Status

Prior to a declaration of a civil emergency, Department Directors shall, designate "Emergency Essential" and "Emergency Non-Essential" personnel. All personnel shall be advised of their status as of **January 1st** each year. Individual employee status may change, as the needs of the City change during the civil emergency, or at the discretion of the Department director.

**"Emergency Non-Essential"** – After a needs assessment is made, some employees may be temporarily excused from work, concurrently or successively, as determined by the type of emergency event, those will be designated as "Emergency Non-Essential." They will be placed on Emergency Paid Administrative Leave pursuant to this policy.

**"Emergency Essential"** – Each department director is responsible for identifying those employees who will be required to remain or respond in the event of emergency conditions and those employees will be designated as "Emergency Essential." "Emergency-Essential" employees may be required to be available immediately before (Pre-Impact), during (Emergency)—e.g., those within the Emergency Operations Center—and/or after the disaster or emergency condition (Post-Impact/Recovery) to perform duties directly related to the emergency conditions, as determined by City.

**"Post-Impact/Recovery Assigned"** – Post-emergency, all City employees are considered Post-Impact/Recovery Assigned employees. All City employees are to return to work after the ~~Mayor~~CITY MANAGER or his/her designee declares it is safe. After the return to work, some employees may be further identified as "Essential Recovery," while others may be temporarily excused from work. The ~~Mayor~~CITY MANAGER or his/her designee and each department or function is responsible for identifying those employees who are essential to the quick restoration of critical services to the community. These employees designated as "Essential Recovery" employees are required to work during periods after the emergency when other employees may be dismissed on leave or furlough.

**Emergency Duty Assignment:** In the event of an emergency, the ~~Mayor~~CITY MANAGER or his/her designee may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any other department or function as assigned.

### D. Compensation for Hours Worked During a Declared State of Emergency – Non-Public Safety / Non-Emergency Management Personnel

During declared emergency status, the exempt employees shall receive their regular salary except during the Emergency Period when key essential exempt employees are required to reside in the City Emergency Operations Center. *The exempt-status employee(s) base salary will be computed to arrive at an hourly rate; then the City shall pay the exempt-status employee(s) 1 times their hourly rate for each hour of mandatory residency in the City Emergency Operations Center (EOC).* Nothing herein shall be construed to affect the exempt status of such employees.

During the Emergency Period, employees (exempt and non-exempt) released from work or who are not required to report to work due to the emergency event shall receive pay for their normally scheduled workday. These hours shall **not** count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly noted on the time sheet with the appropriate emergency coding as designated by the Finance Department.

During the Emergency Period, non-exempt employees authorized to perform work for the benefit of the City shall be paid at a rate of one and one-half times (1.5x) base straight pay for all hours worked during the declared emergency conditions, when other employees are allowed administrative leave, until the ~~Mayor~~CITY MANAGER or his/her

designee declares that it is safe for all employees to return to work. After such time, the employee will be paid according to the normal pay policy. During the period when essential employees are required to reside in the City's Emergency Operations Center they shall be paid one and one half times (1.5x) their normal rate of pay for all hours worked and one times (1x) their normal rate of pay for all non-work hours. Mandatory residency in a City Emergency Operation Center may vary by department as determined by the Department Director and approved by the MayorCITY MANAGER or his/her designee .

Employees who are out on prior-approved leave or who called in sick or took unscheduled leave during any of the three periods will continue to be charged for such leave and if they do not have sufficient accruals will be placed on Leave Without Pay.

All other policies concerning remuneration shall comply with the City of Iowa Colony's Personnel Rules and the Fair Labor Standard Act.

At the director's discretion, previously approved leave, vacation, etc., for essential employees may be cancelled when a state of emergency is imminent or declared. Failure to return to work upon notice, either written or verbal, that leave has been cancelled will be deemed as an unauthorized absence from work or assignment which may be sufficient cause for termination.

#### **E. Compensation for Hours Worked During a Declared State of Emergency – Public Safety / Emergency Management Personnel**

When the Police Department or Emergency Management exempt personnel are ordered to reside, take shelter, in City Emergency Operation Centers during a declared emergency, they shall be paid for all hours while under mandatory residency requirement in excess of their normal work schedule. *The exempt-status employees' base salary will be computed to arrive at an hourly rate. The City shall pay the exempt-status employees 1 times (1x) their hourly rate for each hour while under the mandatory residency period.* Nothing herein shall be construed to affect the exempt status of such employees.

During the Emergency Period, employees (exempt and non-exempt) released from work or who are not required to report to work due to the emergency event shall receive pay for their normally scheduled workday. These hours shall **not** count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly noted on the time sheet with the appropriate emergency coding as designated by the Finance Department.

During the Emergency Period, non-exempt (hourly, overtime eligible) employees shall be paid at a rate of one time (1x) base straight pay. When Public Safety / Emergency Management employees are under mandatory residency at the Emergency Operations Center, non-exempt employees shall be paid at a rate of one and one-half (1.5x) base rate for all hours worked and one times (1x) for all non-work hours. Mandatory residency in a City Emergency Operation Center may vary by department as determined by the Department Director and approved by the MayorCITY MANAGER or his/her designee . After discontinuing mandatory residency in the Emergency Operations Center, the employee will be paid according to the City's normal pay policy.

Employees who are out on prior-approved leave or who called in sick or took unscheduled leave during any of the three periods will continue to be charged for such leave. If accrued leave is exhausted the employee will be placed on Leave Without Pay.

All other policies concerning remuneration shall comply with the City of Iowa Colony's Personnel Rules and the Fair Labor Standard Act.

At the director's discretion, previously approved leave, vacation etc., for essential employees may be cancelled when a state of emergency is imminent or declared. Failure to return to work upon notice, either written or verbal, that leave has been cancelled will be deemed as an unauthorized absence from work or assignment which may be sufficient cause for termination.

#### **F. Summary of Emergency Periods**

<u>Pre-Impact Period</u>	<u>Emergency Period</u>	<u>Post Impact/Recovery Period</u>
<p>This is the time period prior to the impending disaster. This period includes emergency response preparation activities and preventive measures by the City of Iowa Colony departments in preparing for the impending emergency.</p> <p>Starts –City activates EOC or state of emergency or state of disaster is declared</p> <p>Ends –City closes for business or emergency conditions pass and City resumes normal operations</p>	<p>This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property, and most other regular City services are suspended.</p> <p>Starts – City is closed for business</p> <p>Ends -- <del>Mayor</del>CITY MANAGER or his/her designee declares all clear</p>	<p>This is the time period during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions, and some City services may be suspended.</p> <p>Starts --<del>Mayor</del>CITY MANAGER or his/her designee declares all clear</p> <p>Ends -- As determined by Dept. Directors with <del>Mayor</del>CITY MANAGER or his/her designee approval. This may vary by department.</p>

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### **XIII. SEPARATIONS FROM SERVICE; REINSTATEMENTS**

#### **13.01 Separations**

The City designates all employee separations as one of the following types:

**Resignation.** An employee who intends to resign is requested to notify the supervisor and/or the Director of Human Resources in writing at least 2 weeks prior to the last day of work. Employees who fail to give a two-week notice are typically not eligible for rehire. The supervisor is responsible for immediately notifying the Director of Human Resources.

**Retirement.** An employee who intends to retire is requested to notify the Department Director, supervisor, and the Director of Human Resources, in writing at least 2 weeks prior to the date of retirement. The TMRS application for retirement must be in the TMRS office the day of intended retirement date to lock in the in-service-date.

**Dismissal/Termination.** The City may terminate an employee's employment consistent with this policy and state and federal law. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results of an investigation, or conduct and /or violation of City policies or procedures, are not eligible for rehire.

Dismissal may also occur for the following:

**Job Abandonment.** If an employee fails to properly notify the City of an absence from work or if an employee is absent without authorization and/or notification for three or more consecutive days, the City will normally consider the employee to have abandoned employment, and the employee will be terminated.

**Long-Term Absence.** Any employee who is absent from work for more than 180 days in a year, for whatever reason, will be terminated. Brief appearances at work during an overall absence of 180 days will not prevent the City from terminating an employee if determined to be in the City's best interest. Likewise, any employee who reports to work (e.g., in a modified duty capacity) but is unable to perform the essential functions, with or without reasonable accommodation, of the actual position after a period of 60 days will be returned to off duty status. The City may elect to end the employee's employment before the expiration of 180 days if it is unlikely that the employee will be able to return to full-time active duty at the end of the leave. An employee who has a paid leave balance remaining at the end of 180 days may, at the City's option, extend the leave using any available paid leave balance, or be terminated and paid for accrued leave balances. This policy will be administered consistently with the City's reasonable accommodation obligations under the Americans with Disabilities Act.

**Reductions-in-Force/Reorganization.** An employee may be separated from City service when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material change in the duties of the organization, or for other reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.

**Death.** If a City employee dies, the designated beneficiary or estate will be paid all earned pay and payable benefits.

#### **13.02 Layoffs/ Reorganizations**

The City may layoff an employee, transfer an employee to another position, or demote an employee because of changes in duties or organization or lack of work or funds. The City will decide the order of layoff or reorganization among employees based on demonstrated job performance and efficiency and seniority. Layoffs, transfers and demotions resulting from reorganizations are not disciplinary actions.

#### **13.03 Incapacity**

An employee may be separated for incapacity or medical reasons when the employee no longer meets the standards of fitness required for the position.



#### **13.04 Exit Interview; Return of City Property; Final Payments**

The City usually provides separating employees with an exit interview prior to their last day of work. The purpose of the exit interview is to finalize all compensation due, return City equipment, provide explanation of any continuing benefits, review employment history, discuss the reason(s) for the separation, and solicit constructive feedback to improve the City. The Director of Human Resources shall complete an Exit Interview Form, and the supervisor also completes a form. Exit interviews are conducted confidentially by the Director of Human Resources. Information discussed during the exit interview may be shared with the ~~Mayor~~CITY MANAGER or his/her designee's office and acted upon as deemed appropriate by the City. The Department Director (or designee) is responsible for promptly notifying the Director of Human Resources of all separations, arranging for the exit interview and providing documentation of receipt of all departmental and/or City property from the exiting employee.

Final payment of compensation may be withheld pending return of City property (including city-issued ID cards), completion of necessary paperwork, and other requirements of separation.

#### **13.05 Reinstatement**

The City may recall to work a person whom it laid off. Employees who left City employment in good standing to enter duty with the armed forces of the United States shall be eligible for reinstatement according to applicable Texas and federal laws.

#### **13.06 Retirement**

The City participates in the Texas Municipal Retirement System, which provides retirement benefits to eligible employees. Employees covered under TMRS are required to contribute a percentage of the employee's pay to be deposited into the member's account as determined by the City Council. The City of Iowa Colony currently contributes matching funds pursuant to actuarial assumptions. Participation by every full-time regular employee is a condition of employment. All amendments and additions to such system enacted by the City Council are continued in full force and effect, and are incorporated herein by reference. Employees are provided retirement benefits upon meeting TMRS eligibility and plan requirements. Specific TMRS plan requirements and provisions can be obtained from Human Resources or TMRS.

The City participates in the Federal Social Security and Medicare Programs which provide benefits upon retirement. A deduction from the employee's salary is matched with the required IRS rates for employers by the City for this benefit. Participation by every employee is a condition of employment.

### **XIV. DISCIPLINARY POLICIES**

#### **14.01 Disciplinary Guidelines**

The following disciplinary guidelines are advisory and the ~~Mayor~~CITY MANAGER or his/her designee may alter, combine, or bypass any or all of the listed provisions or procedures when the ~~Mayor~~CITY MANAGER or his/her designee deems such action appropriate. The ~~Mayor~~CITY MANAGER or his/her designee may use the methods described below to enforce and maintain proper standards of discipline and personal conduct among employees. The methods described below should be used in the manner deemed most effective for meeting the described management goals.

#### **14.02 Disciplinary Process**

**Oral Reprimand or Warning.** An oral reprimand or warning may be used by managers to identify violations and indicate needed improvement. A written record of this warning may be maintained within the employee's department.

**Written Reprimand or Warning.** A written reprimand, which is normally the second step in the disciplinary procedure, shall be signed by both the employee and the supervisor and may be maintained within the department. If an employee refuses to sign, the supervisor shall have a witness sign that a copy was given to the employee. The employee's signature indicates receipt of the document only, not acceptance of its contents. This document should

include identification of the violation, indication of the necessary improvement, and information concerning further disciplinary action that may result.

**Disciplinary Suspension.** An employee may be suspended without pay. An employee who is suspended shall be given written notice of the reasons for the action. A copy shall be forwarded immediately to the Director of Personnel to be made a part of the employee's official personnel history record. Following completion of the suspension period, the employee will be automatically reinstated. However, an employee may be terminated without prior disciplinary action. Exempt employees may be issued disciplinary suspensions in accordance with the Fair Labor Standards Act and the appropriate regulations.

**Administrative Suspension.** During an investigation, hearing, or trial on any civil or criminal charge, an employee may be suspended upon recommendation by the Director with approval of the ~~Mayor~~CITY MANAGER or his/her designee. The administrative suspension may be for the duration of the proceedings, or any appropriate portion thereof as would be in the best interest of the City. The employee may be administratively suspended with or without pay. The City may take further action including dismissal or reinstatement, at any point in the process, as determined by the ~~Mayor~~CITY MANAGER or his/her designee.

#### **14.03 Complaint Against Law Enforcement Officer**

Sections 614.021 through 614.023 of the Texas Government Code govern certain complaints against certain law enforcement officers. This policy is not intended to alter the requirements of those statutes, and they are generally summarized here for convenience of reference. Those statutes generally require the following:

- (a) Complaints against certain law enforcement officers must be in writing and signed by the complainant, in order to be considered by the head of the local enforcement agency.
- (b) A copy of the signed complaint must generally be given to the law enforcement officer within a reasonable time after the complaint is filed.
- (c) In general, disciplinary actions may not be taken against the officer unless a copy of the signed complaint is given to him/her.
- (d) In general, the officer may not be indefinitely suspended or terminated from employment based on the subject matter of the complaint, unless: (1) the complaint is investigated; and (2) there is evidence to prove the allegation of misconduct.

### **V. GRIEVANCE POLICY**

#### **15.01 Grievance Eligibility**

Except for Council appointees, an employee of the City who has been employed by the City for more than six (6) months and has completed their probationary period and who feels that disciplinary action has been improperly taken against them may file a grievance. Disciplinary action shall mean a demotion, suspension, or termination. Actions or results which occur that are beyond the control of the City, or that relate to policy matters (such job eliminations or reductions in force) shall not be considered grounds for a grievance.

#### **15.02 Grievance Administrator**

The Director of Human Resources will serve as the administrator of grievances and perform work incidental to the grievance policy.

### 15.03 Non-Termination Grievance Procedure

#### Step A

- 1) The employee informally discusses the grievance with his or her supervisor.
- 2) The supervisor decides what action, if any, will be taken in regard to the grievance.
- 3) If Step A does not result in a resolution of the grievance, the employee may proceed to Step B. Step B must be initiated within three working days after the informal discussion with his or her supervisor.

#### Step B

- 1) The employee prepares and gives to his or her supervisor a written statement giving the details of the grievance and stating the specific remedial action requested.
- 2) The supervisor reviews the facts of the grievance, makes a written decision as to what action, if any, is to be taken to resolve the grievance. The supervisor then communicates the decision to the employee within five working days after having received the grievance.

#### Step C

- 1) If the employee is not satisfied with the decision in Step B, or, if the supervisor fails to respond within five working days, the employee may submit a written copy of the grievance to the Director along with a copy of the decision made by the supervisor, or, a statement that the supervisor failed to provide a decision within the five-day limit if such is the case.
- 2) The Director reviews the details of the grievance and, within five working days, provides the employee with a written statement of what action, if any, is to be taken to resolve the grievance.
- 3) If the employee's immediate supervisor is the Director, Step C of the grievance procedure may be eliminated, and the employee may go immediately to Step D.

#### Step D

- 1) If the employee is not satisfied with the decision of the Director, or, if the Director fails to respond within five working days, the employee may within three working days after the expiration of the five days submit a copy of the grievance to the MayorCITY MANAGER or his/her designee. Copies of any decisions made in Steps B and C, or statements of a failure of the supervisor or Director to respond where such is the case, are presented at this time.
- 2) The MayorCITY MANAGER or his/her designee gathers any additional information that may be pertinent to the grievance and determines what action, if any, is to be taken to resolve the grievance. The MayorCITY MANAGER or his/her designee's decision is final in any non-termination grievance.

### 15.04 Termination Grievance; MayorCITY MANAGER or his/her designee Action

The MayorCITY MANAGER or his/her designee may terminate an employee for one or more of the grounds contained in this Handbook or for other reasons deemed sufficient by the MayorCITY MANAGER or his/her designee to warrant such action. If the MayorCITY MANAGER or his/her designee discharges an employee, the MayorCITY MANAGER or his/her designee shall, within five working days of the date of the termination, mail, deliver, or cause to be delivered, a written statement ("letter of termination") to the terminated employee

An employee who wishes to appeal the termination decision must appeal the decision in writing to the MayorCITY MANAGER or his/her designee within five working days of receiving the letter of termination. The written appeal must include a short statement of the basis for the appeal. The MayorCITY MANAGER or his/her designee may choose to meet with the appealing employee before rendering a decision on the appeal. The MayorCITY MANAGER

or his/her designee will respond to the employee in writing within five working days of the later of receipt of the appeal letter or the date of the meeting with the former employee. The MayorCITY MANAGER or his/her designee's decision will state whether the termination is upheld, reversed, or modified. If the termination is reversed or modified, the MayorCITY MANAGER or his/her designee will decide whether the employee is entitled to full back pay, partial back pay or no back pay. The MayorCITY MANAGER or his/her designee will not hold any other type of hearing. The MayorCITY MANAGER or his/her designee's decision is final in any termination grievance.

#### **15.05 Stopping the Grievance Process**

- a. Only the employee who has filed the grievance shall be able to stop the grievance procedure by either action or inaction.
- b. The grievance procedure shall be stopped if:
  - 1) The employee indicates he or she is satisfied with the action to resolve the grievance at any level of the grievance procedure; or
  - 2) The employee, for any reason, indicates that he or she no longer wishes to continue the grievance procedure; or
  - 3) The employee fails to take action to continue with the next step of the procedure within three working days of completion of the prior step; or
  - 4) The employee has exhausted all available steps of the grievance procedure.

### **XVI. CITY PROPERTY**

**16.01 Issuance.** The City attempts to provide employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any City-provided safety equipment must be used at all times.

From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, cellular telephones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc. appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

**16.02 Personal Use Prohibited.** City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business without prior written approval by the MayorCITY MANAGER or his/her designee, or the Department Director.

**16.03 Vehicle Allowance.** An employee may be given a monthly allowance for consistently using such employee's own vehicle for City business if the use is deemed necessary by the MayorCITY MANAGER or his/her designee. The amount of the allowance shall be determined by the MayorCITY MANAGER or his/her designee.

**16.04 Take Home Vehicles.** A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal



work station. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. or for any outside employment without prior written approval of the MayorCITY MANAGER or his/her designee . No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties or with approval of the MayorCITY MANAGER or his/her designee . No smoking in city vehicles is permitted.

If approved by the MayorCITY MANAGER or his/her designee , use of a City owned vehicle may be included within a contract of employment and may be exempt from this policy, but will be regulated within the terms of the contract.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Employees to whom a "non-exempt" vehicle is assigned for take-home will likely incur a federal income tax liability for the fringe benefit of commuting to and from work. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Police and fire vehicles used by employees on call 24-hours are normally exempt from the fringe benefit tax liability.

**16.05 Use of City Vehicles.** City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation and ensure permitted passenger wear seatbelts.
- No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the MayorCITY MANAGER or his/her designee .
- No personal use of City-provided vehicles is allowed without the prior, specific approval of the MayorCITY MANAGER or his/her designee .
- All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy.
- Drivers covered by Department of Transportation (DOT) regulations must comply with them at all times.
- At no time may an employee under the influence of alcohol or a presence in the system of illegal drugs drive a city vehicle or a personal vehicle while conducting city business.
- Employees involved in an accident while operating a city vehicle or while operating a personal vehicle on city business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, department director, and /or MayorCITY MANAGER or his/her designee . Accident reports, along with any law enforcement report, must be filed by the employee with the Department Director and the Director of Human Resources.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.

**16.06 Personal Property.** All employees shall be solely responsible for their personal property at all times. The City is not responsible for theft, loss, or damage to items of personal property.

## **XVII. TRAVEL**

It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred by an employee when the employee travels on City-related business in accordance with this policy.

**17.01 Transportation.** The most efficient and economical mode of travel must be used. Air travel arrangements are to be made by each department. Air travel must be booked at the most discounted fare basis whenever possible. When authorized, an employee using a personal vehicle on City business shall be paid an amount per mile; equivalent to the current IRS rate at the time, or shall be paid the equivalent of a coach airline fare, whichever results in the lower cost to the City. In instances of approved private vehicle use, reimbursement will also be made for mileage tolls and parking fees. Receipts are required for toll and parking fees, as well as for taxi cabs, limos, and other modes of transportation. The City will pay for rental vehicles upon written approval of the ~~Mayor~~CITY MANAGER or his/her designee (or designee).

**17.02 Travel Approval and Cash Advances.** All travel ~~and travel credit card usage and cash advances~~ must be approved in advance by the employee's Department Director (or designee), unless otherwise stated in this policy. In addition, any travel out of state must be approved by the ~~Mayor~~CITY MANAGER or his/her designee as set out below.

**17.03 Lodging.** Expenses for lodging are to be at the single room rate, unless an employee is approved in advance for double occupancy. Extra charges for room service will not be paid by the City. An itemized hotel receipt must be provided, including an itemization for any room service charges to be paid/reimbursed by the City.

**17.04 Meal Allowance.** The City shall pay actual necessary food expenses for an employee or City official traveling on City business. Expenses for meals shall either be reimbursed at actual cost as supported by receipts or by per diem allowance. In lieu of itemized receipts for meals for in state travel, a per diem allowance as outlined by the Texas Comptroller's office will be reimbursed. Even if supported by a receipt, reimbursement shall not exceed fifty (\$50) dollars for any one meal.

**17.05 Long Distance Phone Calls.** Reasonable and necessary long distance business phone calls and computer related expenses for City business reasons only will be reimbursed.

**17.06 Non-Allowable Expenses.** Expenses or charges for the following will normally not be reimbursed and must be paid for by the employee:

- In-hotel pay television and movies
- Dry cleaning and laundry;
- Health club and spas;
- Expenses of a spouse;
- Alcoholic beverages;
- Personal long distance telephone calls; and
- Other items of a personal nature.

**17.07 Request for Reimbursement and Return ~~travel credit card of Unexpended Funds~~.** Upon return to the City, ~~the travel credit card must be returned by the end of the first business day following the trip. Along with -a~~

complete accounting of all expenditures of City funds is to be filed within ten ~~(10)~~ 5 days on the City's expense form. Receipts for all expenses, including hotel bills and registration fees, must be attached to the statement. ~~All unexpended advance funds must be returned with the statement. Authorized expenses in excess of advance funds received will be reimbursed with proper approval.~~

**17.08 Travel to Training.** The current IRS rate mileage reimbursement will be paid to employees who must use their personal vehicles to travel to a training destination further than their designated work location or other City locations and/or facilities. ~~Reimbursement will be made only for the difference in miles from the normal work location to the further training location.~~ Actual mileage readings must be submitted for reimbursement. For employees receiving a car allowance, reimbursement will only be considered when travelling outside the Houston metro area.

**17.09 Expenses Not Covered in Policy.** The ~~Mayor~~CITY MANAGER or his/her designee 's approval must be obtained prior to any expenditure of funds for items or changes which are not specifically addressed in the travel policy.

**17.10 Compliance.** Abuse of this policy, including falsifying expense reports or submitting false claims, will result in disciplinary action, up to and including termination of employment.

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## APPENDIX A

### Charter Positions

None.

### Appointive Offices

In addition to the elected officers, the other officers of the city shall be the city manager (if one has been appointed), city secretary, municipal court judge, and city attorney, and such other officers as the council may from time to time establish. The council may abolish or consolidate such offices and positions as it may deem to be in the best interest of the city and may divide the administration of such offices or positions as it may deem advisable, create new offices and positions, and discontinue any office or position at its discretion, except the offices of city manager, city secretary, municipal court judge, and city attorney.

### Appointment and Removal of Employees and Appointive Officers

- a. Removal of officers appointed by the city council shall be at the discretion of the council, by vote of the majority of the Aldermen qualified to vote thereon, except as may otherwise be provided by law.
- b. The City Council appoints the City Manager (if one has been appointed), City Attorney, and the Judge of the Municipal Court to serve as at-will employees or officers of the City.
- c. The ~~Mayer~~CITY MANAGER or his/her designee appoints, suspends, and/or removes all or one of the directors of the city departments, including the City Secretary, with the concurrence of the City Council. The ~~Mayer~~CITY MANAGER or his/her designee appoints, suspends, and/or removes all other employees of the City.



**ORDINANCE NO. 2021-14**

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,  
PROVIDING RULES FOR USE OF CITY PARKS AND ATHLETIC  
FACILITIES; PROVIDING A FINE OF UP TO \$500 PER DAY PER  
VIOLATION; AND RELATED PROVISIONS.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

1. The City of Iowa Colony, Texas ("the City") hereby adopts and ordains the following ("the Policies"), which are attached hereto and incorporated herein in full:

- a. the Rules and Regulations for Parks and Recreation Facilities ("the Park Rules"); and
- b. the Policy and Procedures on Athletic Facility and Field Usage ("the Field Use Rules").

2. However, the City Manager is hereby authorized to amend the attached City of Iowa Colony Park and Recreational Facilities Reservation Application included in the Policies.

3. No person shall participate in using a facility in violation of either Policy.

4. Any violation of this ordinance shall be a misdemeanor punishable upon conviction by a fine of not more than \$500. Each day or portion of a day that a violation continues shall be a separate offense.

5. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

6. This ordinance shall be effective immediately upon its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON THIS 15th day of MARCH, 2021.

PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON THIS 19th day of APRIL, 2021.

CITY OF IOWA COLONY, TEXAS

BY: 

MICHAEL BYRUM-BRATSEN,  
MAYOR

ATTEST:

Kayla Ross  
KAYLEN ROSSER, CITY SECRETARY



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**ATTACHMENT**

**CITY OF IOWA COLONY**

**RULES AND REGULATIONS FOR**

**PARKS AND RECREATION FACILITIES**

Copy



# CITY OF IOWA COLONY

12003 Iowa Colony Blvd.  
Iowa Colony Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005

Website: [www.cityofiowacolony.com](http://www.cityofiowacolony.com)

## RULES AND REGULATIONS FOR PARKS AND RECREATION FACILITIES

### **Declaration of Policy:**

It is hereby declared to be the policy of the city to acquire, maintain and facilitate the use of properties to be utilized as public parks, squares and ways and other appropriate public facilities, giving due recognition to the social ideals of sports, recreation, the arts and the appreciation of beauty and ability.

### **Definitions:**

Park: Any property dedicated or used as a park or for public park purposes or that may be dedicated or used as a park or for public park purposes within the city, and which park includes land, the title to which is in the City.

### **Permits:**

A permit shall be obtained for the following activities:

1. Use of any park or recreation facility of the city for functions or gatherings of a group of persons numbering more than twenty-five (25).
2. Use of any park or recreation facility after posted hours.
3. Any over night usage of any park or recreation facility.
4. Building of fire in areas not designated for such activity or not in receptacles designated for fires (must be approved by Fire Marshall).
5. Any erection of signs at a park or recreation facility.
6. Solicitation or peddling of any nature (except for political campaign literature).

### **Application:**

The following information shall be provided on the application for a permit:

1. The purpose of the event.
2. The date, time and place where the function or event is scheduled.



3. The estimated number of persons attending the event.
4. The person responsible for the event.

**Approval:**

All permits must be approved and signed by the Mayor or designated representation and reviewed by City officials as deemed necessary.

The rules and regulations for parks and recreation facilities are designed to provide safe and fun recreational activities for the entire family. All rules and regulations shall adhere to all City of Iowa Colony Ordinances and Resolutions.

**Exceptions:**

Any exceptions to the Policies and Procedures may only be granted by the Mayor or his/her designated representative and must meet with the approval of the Iowa Colony Police Department, any other City Departments that might be impacted by such exceptions.

**Approved by City Council, July 20, 2018**

**IOWA COLONY CITY PARK AT MERIDIANA  
POLICIES AND PROCEDURES**

Iowa Colony City Park at Meridiana contains over 100 acres of parkland that includes the playground equipment, rest rooms, basketball courts, volleyball courts, multi-purpose fields, four regulation ball fields, wooded area and open space for the entire family.

1. Glass containers are prohibited.
2. Any group with twenty-five or more persons and/or any group that possesses alcohol must secure a permit to utilize the park.
3. Any event with 75 or more people and/or any group that possesses alcohol must secure the services of two (2) City of Iowa Colony Police Officers to provide security for the event. Call City Hall to schedule security.
4. Any facility may be secured for use by permit through the City.
5. Permit holders for any facility are required to pick up all trash and debris following their event and deposit the remains in the dumpster located on-site.
6. The basketball and volleyball courts are to be used for appropriate play only. Non-

players and persons waiting to play must wait outside the court areas.

7. Use of the basketball and volleyball courts will be on a first-come, first serve basis.
8. No individual may be on the basketball and volleyball courts for more than one hour if people are waiting.
9. Throwing metal objects, or other items manufactured of hard material in the park is prohibited.
10. All persons entering the basketball and volleyball areas must wear appropriate shoes. Leather soles, cleated footwear, will damage the surface and therefore are not allowed.
11. Roller blades and skateboards will damage the hard surfaces and are not allowed.
12. Unauthorized motorized vehicles are prohibited within the park.
13. Domestic animals are allowed however, strict adherence to the leash laws will be enforced. Owners are required to pick up animal waste on park properties.
14. Bicycles are prohibited on the trails and sidewalks.
15. Park hours are dawn to dusk everyday.
16. Fire Arms are strictly prohibited on park property.

**Approved by City Council, July 20, 2019**

### **LIONS CLUB BALL FIELDS POLICIES AND PROCEDURES**

Lions Club Ball Fields are located on the grounds of Iowa Colony City Park at Meridiana. It is comprised of four (4) fields utilized for baseball and softball.

1. Use of the athletic fields shall be primarily restricted to the sport and to the age for which the field was constructed.
2. Use of the fields is intended for group activity. Group activity shall take precedence over individual use; use of fields for games shall take precedence over team or individual practice. When lighted, nighttime use of lighted fields shall be reserved for group activity only.
3. Groups qualifying for field use can be either organized league teams or groups who are not organized for league play.

4. Any group utilizing Lions Club Ballfields must pay the appropriate fee approved by the Iowa Colony City Council.
5. Any profits derived by the use of the athletic fields, such as the sponsorship of tournaments, shall be used for the maintenance and operation of the fields.
6. Scheduling of the athletic fields shall be the responsibility of the City. When fields are used for league play, the City may delegate the scheduling responsibility to a designated league official for each field and/or the entire complex for the duration of the permitted use.
7. Each league or organization requesting scheduling privileges for a field shall so notify the City by letter. The letter shall contain the following:
  - a. Name, address and phone number of proposed scheduler.
  - b. Names, addresses and phone numbers of league officials.
  - c. A statement of proposed field usage.
  - d. Beginning and end of season dates.
  - e. Statement of overall program offered.
  - f. An Estimate of current participation.
  - g. A statement of any special field use rules to be imposed by the governing league.
  - h. A statement of proposed field maintenance, modifications and additions.
  - i. A copy of the organization insurance identifying the City of Friendswood as an **additional insured**.
8. Access to the athletic fields will be limited to dawn to dusk each day. If the fields have lights, all lights at the park must be turned off before 11:00 p.m. The League President is responsible for ensuring this policy is adhered to.
9. No motorized vehicles are allowed in the park beyond the parking lot; exceptions include vehicles used for field maintenance or delivery of supplies to fields or concession stand. Authorized vehicles will be issued a permit to enter beyond the entry gate.
10. Alcoholic beverages may not be possessed or consumed in the ballfields while attending any event or other activity that is specifically designed for the participation of minors. This includes games and practices. Violators will be removed from the park and/or banned from league play.
11. Glass containers are prohibited.
12. Fire Arms are strictly prohibited on park property.

### **LEAGUE AGREEMENTS**

1. Any League wishing to utilize the ballfields shall secure an agreement with the City

### **LEAGUE RESPONSIBILITIES**

1. Responsible for all field maintenance and ground improvements.
2. Responsible for the clean up of all interior fields.
3. League President is responsible for adhering to the field lights, schedule.
4. Responsible for upkeep and maintenance of all batting cages.

### **CITY RESPONSIBILITIES**

1. Maintenance of lights.
2. Existing fences.
3. Plumbing of city buildings (does not include sprinkler systems).
4. Parking lot.
5. Roadways.
6. Mowing of outfield not more than every two weeks.
7. Trash pick-up and cleaning of restrooms twice per week.
8. Existing city buildings.

**\*\*\*ANY AND ALL IMPROVEMENTS/ALTERATIONS TO THE PARK  
(Electrical, plumbing, fencing, lighting, etc...,) MUST BE APPROVED BY THE  
CITY OF IOWA COLONY PRIOR TO THE COMMENCEMENT OF ANY  
PROJECT\*\*\***

**Approved by City Council, July 20, 2018**



**ATTACHMENT**

**CITY OF IOWA COLONY**

**POLICY AND PROCEDURES ON**

**ATHLETIC FACILITY AND FIELD USAGE**

Copy



# **CITY OF IOWA COLONY**

12003 Iowa Colony Blvd.  
Iowa Colony Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005

Website: [www.cityofiowacolony.com](http://www.cityofiowacolony.com)

## **POLICY AND PROCEEDURES ATHLETIC FACILITY AND FIELD USAGE**

No individual or business may utilize a City facility to profit personally and/or professionally. It is the policy of the City of Iowa Colony to charge all user groups (organizations) \$5 per person for the use of any City of Iowa Colony athletic facility or field. The City shall collect the user fee after registration has occurred and the total number of participants has been determined.

The \$5 user fee applies to Iowa Colony user groups only. Non-Iowa Colony user groups shall pay \$25 per person for the use of any City of Iowa Colony athletic facility or field. The fees are based on seasonal use of the facility. A season shall consist of practices and/or games that continue for a period of six (6) weeks or longer. Each user group shall pay the appropriate fee for each new season. Non-resident user groups may not utilize the athletic fields for practice unless a permit is secured and the appropriate fee is paid in advance for field use.

Scheduling of the athletic fields shall be the responsibility of the City. When fields are used for league play, the City may delegate the scheduling responsibility to a designated league official for each field and/or an entire complex for the duration of the permitted use.

### **Primary User Group:**

The Primary User Group is defined as the youth sports organization for a particular sport that has the largest number of participants enrolled in its program. Individual Users are not considered Primary Users for the purposes of this policy. In order to be designated as the Primary User Group the following criteria must be met:

- A minimum of 75% of all participants of its current membership must reside within the Corporate City Limits and/or ETJ of the City of Iowa Colony.
- Must secure a signed Facility Use Permit from the City.

- Once officially designated as the Primary User Group by the City, the Primary User Group then has the authority to schedule field or athletic facility time for their organization and other users

#### **Primary User Group Designation:**

- Primary User Group designation will be determined by the population of the largest user group based on the season when the greatest number of individuals participate in a particular sport as follows:

Baseball - spring  
Softball – spring  
Football – fall  
Soccer – fall

#### **Procedure for Securing Athletic Facility or Athletic Field Time**

- Submit reservation request through [iowacolonytx.gov](http://iowacolonytx.gov)
- Submit required insurance and fees according to timeline below.
  - Insurance shall be submitted to the permit clerks email.
- Failure to remit fees according to timeline may result in a cancellation of the reservation.

#### **Timeline for scheduling reservation**

- **Single Use Reservations**
  - Reservations should be made 5 business days in advance
  - Security Deposit should be made 72 hours in advance.
  - Insurance should be submitted 72 hours in advance.
  - All remaining fees should be paid 48 hours in advance.
- **Season Reservations**
  - Reservation for season play should be made 30 days in advance.
  - Security Deposit should be paid 14 days in advance.
  - Insurance should be submitted 14 days in advance.
  - All remaining fees should be paid 5 days in advance.

#### **Priority Scheduling Criteria**

The Primary User Group will receive priority scheduling.

Any and all previous permit holders for a particular sport and/or activity shall receive secondary preference for priority scheduling.

All new programs shall receive priority scheduling after the Primary User Group and all previous permit holders have been assigned priority scheduling.

Non-Resident User Groups shall receive the least consideration for priority scheduling.

- The Board of Directors of the Primary User Group will then act upon the request if a Primary User Group has been designated for a particular athletic facility or athletic field. The Board of Directors of the Primary User Group shall provide a written response to the request to the Director of Community Services.

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If the request is denied, the Board of Director's must provide a written explanation for their decision to deny the request.

Any facility or field use request that is denied by the Primary User Group may be appealed to the Director of Community Services.

All appeals must be presented to the City within fourteen (14) days from the time the request was denied by the Primary User Group

The City may override a positive or negative recommendation of the Primary User Group if it determines that the decision of the Primary User Group is not in the best interest of the City of Iowa Colony. The City decision on the appeal will be final.

Iowa Colony Primary User Groups are defined as groups where 75% or more of the individuals involved in the group or organization reside within the Corporate City Limits and/or ETJ of the City of Iowa Colony.

Non-Iowa Colony Primary User Groups are defined as groups where 25 % or more of the individuals involved in the group or organization reside outside of the Corporate City Limits and/or its ETJ

<https://us02web.zoom.us/j/8642406150?pwd=c2NlOVh1YTl1YWxBNGRJT2N2TEd5d-09>

<https://us02web.zoom.us/j/8642406150?pwd=c2NlOVh1YTl1YWxBNGRJT2N2TEd5d-09>

of the City of Iowa Colony.

Teams, coaches, individuals, groups and/or business wishing to use Lions Club Ballfields and/or any other City of Iowa Colony playing field for tournaments and/or special events, shall pay the appropriate fees according to City of Iowa Colony's current fee schedule.

## **User Responsibilities**

Users who have received permits for the use of the Athletic Fields shall be responsible for the following:

- Raking infields after each usage (rakes are not provided).
- Pick up all debris and trash after each usage.
- Provide all field striping (if needed).
- User must notify City of any maintenance issues immediately. Issues include but are not limited to fencing, backstops, dugout problems, plumbing, water leaks, general field maintenance needs.
- No play after dark.

City will provide:

- General maintenance of fences, backstops, gates, etc.
- All mowing of fields inside and outside the fences.

## **Additional Information**

- Fields should not be used directly after severe weather to preserve the grounds.
- The City will not issue any permits or hold any reservations for a maximum time period of November 1<sup>st</sup> through January 31<sup>st</sup> to preserve the grounds.

- The city reserves the right to adjust the time period above.
- The City reserves the right to put a hold on all reservations and usage of the fields if the grounds become safe or unplayable at any time.
- The city is at its discretion to deduct from the security deposit all additional charges relating to but not limited to, maintenance, services repairs, staff time, or emergency services that may be required as a result of the field use. Other reasons include but are not limited to:
  - Damage to facility
  - Misuse of facilities
  - Inadequate cleanup and removal of litter and debris
  - Violation of field use rules and posted park use policies

In case of emergencies call Jeremy Franks, Public Works, 346.278.4508

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**City of Iowa Colony**  
**Park and Recreational Facilities Reservation Application**  
12003 Iowa Colony Blvd. TX 77583, Phone: 281-369-2471 Fax: 281-369-0005

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Purpose of the event: \_\_\_\_\_

Date of the event: \_\_\_\_\_

Time of the event: \_\_\_\_\_ to \_\_\_\_\_

Where event will be held: \_\_\_\_\_

Estimated number of people that will be attending: \_\_\_\_\_

Person responsible for event: \_\_\_\_\_

Signature: \_\_\_\_\_

**Please Note:**

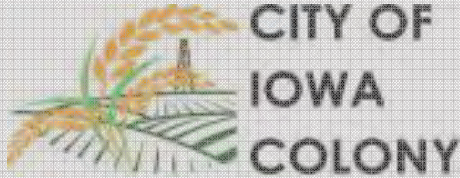
**Any event with 75 or more people must have 2 city officers present for security purposes.**

**Please contact City Hall to schedule.**

**For Office Use Only**

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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12003 Iowa Colony Blvd.  
Iowa Colony Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005

Website: [www.cityofiowacolony.com](http://www.cityofiowacolony.com)

## **RULES AND REGULATIONS FOR PARKS AND RECREATION FACILITIES**

### **Declaration of Policy:**

It is hereby declared to be the policy of the city to acquire, maintain and facilitate the use of properties to be utilized as public parks, squares and ways and other appropriate public facilities, giving due recognition to the social ideals of sports, recreation, the arts and the appreciation of beauty and ability.

### **Definitions:**

Park: Any property dedicated or used as a park or for public park purposes or that may be dedicated or used as a park or for public park purposes within the city, and which park includes land, the title to which is in the City.

### **Permits:**

A permit shall be obtained for the following activities:

1. Use of any park or recreation facility of the city for functions or gatherings of a group of persons numbering more than twenty-five (25).
2. Use of any park or recreation facility after posted hours.
3. Any over night usage of any park or recreation facility.
4. Building of fire in areas not designated for such activity or not in receptacles designated for fires (must be approved by Fire Marshall).
5. Any erection of signs at a park or recreation facility.
6. Solicitation or peddling of any nature (except for political campaign literature).

### **Application:**

The following information shall be provided on the application for a permit:

1. The purpose of the event.
2. The date, time and place where the function or event is scheduled.

3. The estimated number of persons attending the event.
4. The person responsible for the event.

**Approval:**

All permits must be approved and signed by the Mayor or designated representation and reviewed by City officials as deemed necessary.

The rules and regulations for parks and recreation facilities are designed to provide safe and fun recreational activities for the entire family. All rules and regulations shall adhere to all City of Iowa Colony Ordinances and Resolutions.

**Exceptions:**

Any exceptions to the Policies and Procedures may only be granted by the Mayor or his/her designated representative and must meet with the approval of the Iowa Colony Police Department, any other City Departments that might be impacted by such exceptions.

~~Approved by City Council, July 20, 2018~~

**IOWA COLONY CITY PARK AT MERIDIANA  
POLICIES AND PROCEDURES**

Iowa Colony City Park at Meridiana contains over 100 acres of parkland that includes the playground equipment, rest rooms, basketball courts, volleyball courts, multi-purpose fields, four regulation ball fields, wooded area and open space for the entire family.

1. Glass containers are prohibited.
2. Any group with twenty-five or more persons and/or any group that possesses alcohol must secure a permit to utilize the park.
3. Any event with 75 or more people and/or any group that possesses alcohol must secure the services of two (2) City of Iowa Colony Police Officers to provide security for the event. Call City Hall to schedule security.
4. Any facility may be secured for use by permit through the City.
5. Permit holders for any facility are required to pick up all trash and debris following their event and deposit the remains in the dumpster located on-site.
6. The basketball and volleyball courts are to be used for appropriate play only. Non-



players and persons waiting to play must wait outside the court areas.

7. Use of the basketball and volleyball courts will be on a first-come, first serve basis.
8. No individual may be on the basketball and volleyball courts for more than one hour if people are waiting.
9. Throwing metal objects, or other items manufactured of hard material in the park is prohibited.
10. All persons entering the basketball and volleyball areas must wear appropriate shoes. Leather soles, cleated footwear, will damage the surface and therefore are not allowed.
11. Roller blades and skateboards will damage the hard surfaces and are not allowed.
12. Unauthorized motorized vehicles are prohibited within the park.
13. Domestic animals are allowed however, strict adherence to the leash laws will be enforced. Owners are required to pick up animal waste on park properties.
14. Bicycles are prohibited on the trails and sidewalks.
15. Park hours are dawn to dusk every day.
16. Fire ArmsFirearms are strictly prohibited on park property, except for handguns lawfully carried under a permit issued under Subchapter 411H of the Texas Government Code or lawfully carried by a peace officer.
- ~~16.~~17. Discharge of firearms on, onto, or over park property is strictly prohibited.

Approved by City Council, July 20, 2019

### **LIONS CLUB BALL FIELDS POLICIES AND PROCEDURES**

Lions Club Ball Fields are located on the grounds of Iowa Colony City Park at Meridiana. It is comprised of four (4) fields utilized for baseball and softball.

1. Use of the athletic fields shall be primarily restricted to the sport and to the age for which the field was constructed.
2. Use of the fields is intended for group activity. Group activity shall take precedence over individual use; use of fields for games shall take precedence over team or individual practice. When lighted, nighttime use of lighted fields shall be reserved for group

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activity only.

3. Groups qualifying for field use can be either organized league teams or groups who are not organized for league play.
4. Any group utilizing Lions Club Ballfields must pay the appropriate fee approved by the Iowa Colony City Council.
5. Any profits derived by the use of the athletic fields, such as the sponsorship of tournaments, shall be used for the maintenance and operation of the fields.
6. Scheduling of the athletic fields shall be the responsibility of the City. When fields are used for league play, the City may delegate the scheduling responsibility to a designated league official for each field and/or the entire complex for the duration of the permitted use.
7. Each league or organization requesting scheduling privileges for a field shall so notify the City by letter. The letter shall contain the following:
  - a. Name, address and phone number of proposed scheduler.
  - b. Names, addresses and phone numbers of league officials.
  - c. A statement of proposed field usage.
  - d. Beginning and end of season dates.
  - e. Statement of overall program offered.
  - f. An Estimate of current participation.
  - g. A statement of any special field use rules to be imposed by the governing league.
  - h. A statement of proposed field maintenance, modifications and additions.
  - i. A copy of the organization insurance identifying the City of Friendswood as **an additional insured**.
8. Access to the athletic fields will be limited to dawn to dusk each day. If the fields have lights, all lights at the park must be turned off before 11:00 p.m. The League President is responsible for ensuring this policy is adhered to.
9. No motorized vehicles are allowed in the park beyond the parking lot; exceptions include vehicles used for field maintenance or delivery of supplies to fields or concession stand. Authorized vehicles will be issued a permit to enter beyond the entry gate.
10. Alcoholic beverages may not be possessed or consumed in the ballfields while attending any event or other activity that is specifically designed for the participation of minors. This includes games and practices. Violators will be removed from the park and/or banned from league play.
11. Glass containers are prohibited.
12. Fire Arms are strictly prohibited on park property.

### **LEAGUE AGREEMENTS**

1. Any League wishing to utilize the ballfields shall secure an agreement with the City

### **LEAGUE RESPONSIBILITIES**

1. Responsible for all field maintenance and ground improvements.
2. Responsible for the clean up of all interior fields.
3. League President is responsible for adhering to the field lights, schedule.
4. Responsible for upkeep and maintenance of all batting cages.

### **CITY RESPONSIBILITIES**

1. Maintenance of lights.
2. Existing fences.
3. Plumbing of city buildings (does not include sprinkler systems).
4. Parking lot.
5. Roadways.
6. Mowing of outfield not more than every two weeks.
7. Trash pick-up and cleaning of restrooms twice per week.
8. Existing city buildings.

**\*\*\*ANY AND ALL IMPROVEMENTS/ALTERATIONS TO THE PARK (Electrical, plumbing, fencing, lighting, etc...,) MUST BE APPROVED BY THE CITY OF IOWA COLONY PRIOR TO THE COMMENCEMENT OF ANY PROJECT\*\*\***

| **Approved by City Council, July 20, 2018**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,  
PROVIDING RULES FOR USE OF CITY PARKS AND RECREATION  
FACILITIES; PROVIDING A FINE OF UP TO \$500 PER DAY PER  
VIOLATION; AND RELATED PROVISIONS.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

1. The City of Iowa Colony, Texas (“the City”) hereby adopts and ordains the following, which is attached hereto and incorporated herein in full:

Rules and Regulations for Parks and Recreation Facilities (“the Park Rules” or “the Policy”).

2. No person shall participate in using a facility in violation of the Policy.

3. Any violation of this ordinance shall be a misdemeanor punishable upon conviction by a fine of not more than \$500. Each day or portion of a day that a violation continues shall be a separate offense.

4. a. Ordinance 2021-14 adopted an earlier version of the Rules and Regulations for Parks and Recreation Facilities, and the attached version replaces that earlier version, except as to violations occurring before the effective date of this ordinance.

b. Ordinance 2021-14 also adopted the Policy and Procedures on Athletic Facility and Field Usage (“the Field Use Rules), and this ordinance does not change the Field Use Rules.

5. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.

6. This ordinance shall be effective immediately upon its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF IOWA COLONY, TEXAS

BY: \_\_\_\_\_

MICHAEL BYRUM-BRATSEN, MAYOR

ATTEST:

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KAYLEEN ROSSER, CITY SECRETARY

Copy



**ATTACHMENT**

**CITY OF IOWA COLONY**

**RULES AND REGULATIONS FOR**

**PARKS AND RECREATION FACILITIES**

**ATHLETIC FACILITY AND FIELD USAGE**

Copy



12003 Iowa Colony Blvd.  
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[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 17th day of May, 2021, the City Council of the City of Iowa Colony, Texas, held a Work session at 6:00 P.M. and a Public Meeting at 7:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen  
Councilwoman Sydney Hargroder  
Councilwoman Arnetta Murray  
Councilwoman Marquette Greene-Young  
Councilman Wil Kennedy  
Councilman Chad Wilsey

And none being absent, constituting a quorum at which time the following business was transacted.

#### **WORKSESSION- 6:00 P.M.**

1. Mayor Byrum-Bratsen called the work session to order at 6:03 P.M.
2. Staff and City Council Members had a discussion regarding the Plans of Development for Sterling Lakes North.
3. Discussion of draft water and wastewater master plan. Dinh Ho, Consultant City Engineer, presented a powerpoint regarding the water and wastewater master plan.
4. Mayor Byrum- Bratsen adjourned the worksession at 7:03 P.M.

#### **REGULAR MEETING – 7:00 P.M.**

1. Mayor Byrum-Bratsen called the meeting to order at 7:10 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. **PUBLIC HEARING**
  - Hold a public hearing on amending the Unified Development Code on regulations and procedures for the City Council, Building Code Board of Adjustments and Appeals, Zoning Board of Adjustments, Planning and Zoning Commission, and other boards and commissions. Mayor Byrum-Bratsen stated the public hearing was a continuation from the prior council meeting. No comments from the public. The public hearing remained opened.

#### 4. Citizens Comments and Presentations.

- Tim Varlack- 9942 Clear Diamond- Congratulated the new council members. He urges council to draft a document to share with the community. He also urges council to look at the water development plan to address flow rates and type. The powerpoint did not address the quality of the water. He would like to look into adopting a program for the quality of the water.
- Eugene Howard- President of NAACP- Congratulated members of council. The NAACP organization stands for civil rights and with civil rights comes transparency. There are a lot of things being done at the federal level that he doesn't want to trickle down to the local level. Due to the community being so diverse, they want to know how many minorities are being considered for this open position and being interviewed. If there are minorities not being allowed to be interviewed but are qualified, they should be considered.
- Lindsay Koskiniemi- Lives in the City of Iowa Colony. City Management process is nontransparent. She respects the City Manager, but she believes she should have been selected as a candidate for consideration. She was told she was not ready for this position. She stated that she has spent the last twelve years getting ready. She is asking to have an interview, but she is not asking for the opportunity to do so. She would appreciate the Council's consideration.

#### 5. Mayor's comments or reports.

- Mayor Byrum- Bratsen presented former Councilwoman Kacy Smajstrla with an award as a token of the city's appreciation for her years of service and dedication to the growth of the city.
- Mayor Byrum-Bratsen presented a lifesaving award to Finn O'Brien for assisting his younger sister to safety during a garage fire.
- Mayor Byrum-Bratsen stated that the CDC had updated their guidelines. It is upcoming that the youth will be eligible for vaccinations.

#### 6. Council comments or reports.

- Councilwoman Hargroder stated that she is so proud of Finn O'Brien. She asked that everyone keep Lake Charles in their thoughts due to all the flooding happening in that area.
- Councilwoman Murray stated that she had a chance to visit Ms. Moreno about her concerns. She looked into the zoom link cost for virtual meetings.
- Councilwoman Greene-Young thanked the citizens of Iowa Colony. She stated that the orientation for council was informational. She announced a Memorial Day Service being held in Meridiana on May 31<sup>st</sup>.
- Councilman Kennedy looks forward to meeting more of the citizens. He acknowledged the comments from the citizens. Law Enforcement has a vested interest with the young people of the community. He also mentioned Iowa Colony Cares. He stated he saw a utility pole dumped on the side of the road in Iowa Colony.
- Councilman Wilsey asked to have someone put the events that are being held in the city on the city's website and not just posted on Facebook and other social media platforms.

#### 7. Staff Reports.

- A. City Manager- Ron Cox mentioned the planning session for council to be held on June 4<sup>th</sup>. He also stated that the Lion's Club dedication to ball fields is to be held on June 26<sup>th</sup>.
- B. City Engineer

- C. Police Department- Chief Bell stated they have three positions in the PD they are currently working to fill.
- D. Building Official/Fire Marshal
- E. City Secretary
- F. Senior Accountant
- G. Public Works

8. Consideration and possible action to elect a Mayor Pro Tem. Councilwoman Hargroder made a motion to appoint Councilman Chad Wilsey as the Mayor Pro Tem. Seconded by Councilwoman Murray. Approved unanimously.

9. Consideration and possible action to authorize surety bond limits and payment of policy premium for the following staff as required by the City Charter.

- City Manager
- City Secretary
- Municipal Court Administrator
- Deputy Court Clerk
- Senior Accountant

Councilwoman Hargroder made a motion to authorize surety bond limits and payment of policy premium for the following staff as required by the City Charter.

- City Manager- \$50,000
- City Secretary-\$25,000
- Municipal Court Administrator-\$25,000
- Deputy Court Clerk-\$25,000
- Senior Accountant-\$25,000

10. Consideration and possible action to approve amendment No. 2 to the Sierra Vista/Sterling Lakes Plan of Development for the Sterling Lakes North section as recommended by the Planning and Zoning Commission. Councilman Wilsey made a motion to approve as recommended by the Planning and Zoning Commission and Stan's plan of restricting access to only those who reside within the gated community. Seconded by Councilwoman Greene-Young. Motion was denied with four noes to two ayes. Councilwoman Murray, Councilwoman Greene-Young, Councilman Wilsey, and Councilman Kennedy voted against the motion. Mayor Byrum-Bratsen and Councilwoman Hargroder voted for the motion.

**11. Consent Agenda for Ordinances - Adopt Ordinances on second and final reading.**

- A. Consideration and possible action to approve an ordinance on second and final reading amending the provisions of the food truck regulations to define and accommodate special events.
- B. Consideration and possible action to approve an ordinance on second and final reading amending the Fee Schedule for mobile food units.
- C. Consideration and possible action to approve an ordinance on second and final reading changing the name of Stone Garden between Ames and Meridiana to Sterling Lakes West Drive for the entire segment.

- D. Consideration and possible action to approve an ordinance on second and final reading regulating food establishments and adopting Texas Administrative Code Chapter 28, Texas Food Establishment Rules.
- E. Consideration and possible action to approve an ordinance on second and final reading amending the Unified Development Codes and Building Codes concerning Building Codes Board of Adjustments and Appeals.

Councilwoman Hargroder moved to adopt ordinances A, B, C, D, and E on second and final reading. Seconded by Councilwoman Murray. Approved unanimously.

**12. Consent Agenda-** Consideration and possible action to approve the following consent agenda items. Councilwoman Murray made a motion to accept all items on the consent agenda except for item D. Seconded by Councilwoman Greene-Young. Approved unanimously.

- A. Approval of minutes of the following meetings.
  - April 19, 2021 - Regular Meeting
  - May 10, 2021- Special Meeting
- B. Approval of the following plats as recommended by the Planning and Zoning Commission.
  - Williams Addition Preliminary Plat
  - Colony Acres Subdivision Preliminary Plat
  - Cherry Villages Final Plat
  - Sierra Vista Corner Replat No. 1
  - Sierra Vista West Section 5 Final Plat
  - Sierra Vista West Section 6 Final Plat
  - Sierra Vista West Section 8 Preliminary Plat
  - Sierra Vista West Section 9 Preliminary Plat
  - Sierra Vista West Section 10 Preliminary Plat
- C. Approve the following Infrastructure Approvals/Acceptances
  - Meridiana Section 65 and Expedition Dr. Water Distribution and Wastewater Collection-Final Approval of Facilities
  - Meridiana Section 71- Water Distribution and Wastewater Collection Facilities-Final Approval of Facilities
  - West Fork of Chocolate Bayou Detention Basin K and Earthwork-Final Approval of Facilities
  - West Fork of Chocolate Bayou Detention Basin L, Mitigation Basin 6A & 6B and Earthwork-Final Approval of Facilities
  - Meridiana Section 71-Storm Water and Paving Facilities- Final Acceptance of Facilities-Final Approval of Facilities
  - Meridiana Section 65 and Expedition Dr. Storm Water and Paving Facilities-Final Acceptance of Facilities



D. Approval of an early plat agreement for Sierra Vista West Section 6.

Councilwoman Hargroder moved to approve the early plat agreement for Sierra Vista West Section 6. Seconded by Councilwoman Murray. Approved unanimously.

**EXECUTIVE SESSION- 9:06 P.M.**

Executive Session in accordance with 551.071, 551.072, and 551.074 Texas Gov't Code to deliberate on the following:

- Sale of property to MUD 31
- Purchase of ROW for road project
- City Manager position
- Planning and Zoning Commission members
- Crime Control and Prevention District Board members
- Building Code Board of Appeals members
- Iowa Colony Development Authority Board members
- Tax Increment Reinvestment Zone No. 2 Board members
- Diversity Commission Board members

**RETURN TO OPEN SESSION- 10:50 P.M.**

13. Consideration and possible action regarding the sale of property to MUD 31. No action taken.

14. Consider resolution authorizing the acquisition of real property for street and utility uses at or near 3518 Davenport Parkway/Former County Road 64. Councilwoman Murray made a motion to approve the resolution authorizing the acquisition of real property for street and utility uses at or near 3518 Davenport Parkway/Former County Road 64. Seconded by Councilwoman Hargroder. Approved unanimously.

15. Consider resolution authorizing the acquisition of real property for street and utility uses at or near 3522 Davenport Parkway/Former County Road 64. Councilwoman Murray made a motion to approve a resolution authorizing the acquisition of real property for street and utility uses at or near 3522 Davenport Parkway/Former County Road 64. Seconded by Councilwoman Hargroder. Approved unanimously.

16. Consideration and possible action regarding the City Manager position. Councilman Kennedy made a motion to interview the following finalists as the decision of the City Council, not staff. The interviewees being Adam Noilet, Andrea Gardner, and Robert Hemminger. Seconded by Councilwoman Greene-Young. Approved unanimously.

17. Consideration and possible action to appoint members to the Planning and Zoning Commission. Councilman Wilsey made a motion to appoint Tim Varlack and McLean Barnett to the Planning and Zoning Commission. Seconded by Councilwoman Greene-Young. Approved unanimously.

18. Consideration and possible action to appoint members to the Crime Control and Prevention District Board of Directors. Councilwoman Murray made a motion to appoint Warren Davis to the Crime Control and Prevention District Board of Directors. Seconded by Councilwoman Hargroder. Approved unanimously.

19. Consideration and possible action to appoint members to the Building Code Board of Appeals. Councilwoman Murray made a motion to appoint Warren Davis, Cory Duncan, and Robert Wall to the Building Code Board of Appeals. Seconded by Councilwoman Hargroder. Approved unanimously.

20. Consideration and possible action to appoint members to the Iowa Colony Development Authority. No action taken.

21. Consideration and possible action to appoint members to the Iowa Colony Tax Reinvestment Zone No. 2. No action taken.

22. Consideration and possible action to appoint members to the Diversity Commission. Councilwoman Murray moved to appoint Annie Whittaker, Jermaine Perkins, Valencia Hagos, Jessica Mikell, and Michele Gunn to the Diversity Commission for two-year terms for the commission to determine staggered terms. Seconded by Councilman Kennedy. Approved unanimously.

23. The meeting was adjourned by a unanimous vote at 10:56 P.M.

APPROVED THIS 21<sup>st</sup> DAY OF JUNE, 2021.

ATTEST:

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Kayleen Rosser, City Secretary

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Michael Byrum-Bratsen, Mayor



12003 Iowa Colony Blvd.  
Iowa Colony Tx. 77583  
Phone: 281-360-2471  
Fax: 281-369-0000  
www.iowacolonytx.gov

STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 16th day of June, 2021, the City Council of the City of Iowa Colony, Texas, held a Special Public Meeting at 1:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen  
Councilwoman Sydney Hargroder  
Councilwoman Arnetta Murray  
Councilwoman Marquette Greene-Young  
Councilman Wil Kennedy  
Councilman Chad Wilsey

And none being absent, constituting a quorum at which time the following business was transacted.

**MEETING- 1:00 P.M.**

1. Mayor Michael Byrum-Bratsen called the meeting to order at 1:06 P.M.

2. Citizens Comments. No comments from the public.

"An opportunity for the public to address City Council on agenda items or concerns not on the agenda. To comply with the Texas Open Meetings Act, this period is not for question and answer. Those wishing to speak must observe a three-minute time limit."

3. Consideration and possible action to name an additional finalist for the City Manager Position. Councilman Wilsey made a motion to add Mr. Brant Gary as a finalist. Seconded by Councilwoman Hargroder. Approved unanimously.

**EXECUTIVE SESSION- 1:09 P.M.**

4. Executive Session in accordance with 551.074 Texas Gov't Code to deliberate on the following:

- Interview finalist candidates for City Manager Position

**RETURN TO OPEN SESSION- 6:30 P.M.**

5. Consideration and possible action regarding the City Manager Position. Councilman Kennedy made a motion for the City of Iowa Colony to move forward with hiring Mr. Robert Hemminger as the first full time City Manager with the amount discussed and items to include salary benefits, vacation, car allowance, TMRS, sick leave, and allow one year to move into the city with a start date of July 20, 2021. Seconded by Councilwoman Hargroder. Approved unanimously with Councilman Wilsey absent.

6. Meeting was adjourned by a unanimous vote at 6:35 P.M.

APPROVED THIS 21<sup>st</sup> DAY OF JUNE, 2021.

ATTEST:

---

Kayleen Rosser, City Secretary

---

Michael Byrum-Bratsen, Mayor

Copy

Monday, May 24, 2021

Brad Sweitzer  
EHRA Inc.  
10555 Westoffice Dr.  
Houston, TX 77042

**Re: Meridiana Section 58A Preliminary Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SPP 240510-0642  
Adico, LLC Project No. 16007-2-193**

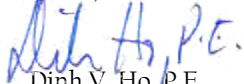
Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of the preliminary plat package for Meridiana Section 58A, received on or about May 19, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002 and as amended.

Based upon our review, we have no objections to the plat as resubmitted. Please provide ten (10) copies of the plat to Kayleen Rosser by no later than Tuesday, May 25, 2021 for consideration at the June 1, 2021 Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call me.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Copy

Cc: Kayleen Rosser, City Secretary, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-193



GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C010K, dated December 30, 2020, the property lies within Unshaded Zone X.  
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.  
B.C.P.R. indicates Brazoria County Plat Records.  
B.L. indicates Building Line.  
D.E. indicates Drainage Easement.  
V.H. indicates Veneer.  
P.G. indicates Page.  
P.A.E. indicates Permanent Access Easement.  
P.O.B. indicates Point of Beginning.  
P.U.E. indicates Public Utility Easement.  
P.V. indicates Private.  
R. indicates Radius.  
R.O.W. indicates Right-Of-Way.  
S.S.E. indicates Sanitary Sewer Easement.  
S.M.S.E. indicates Storm Sewer Easement.  
U.E. indicates Utility Easement.  
VOL. indicates Volume.  
W.L.E. indicates Water Line Easement.  
X indicates change in street name.
- The property subdivided in the foregoing plot lies in Brazoria County, the City of Iowa Colony, Brazoria County Drainage District No. 55, and Brazoria County Drainage District No. 5.
- Property within the boundaries of this plot and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- The Developer/Homeowners' Association shall be responsible for maintenance of all reserves.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
- Drainage plans to be provided prior to final plat submittal.
- No more than thirty-five (35) homes will be constructed in this section prior to the recordation of Meridiana Section 57.
- One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tract, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
- The emergency access provided must be 24 feet in width and have a traffic load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
- This plat is subject to the Development Agreement for Meridiana PUD Amendment Number 3.
- Drainage plans to be provided prior to final plat submittal.

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

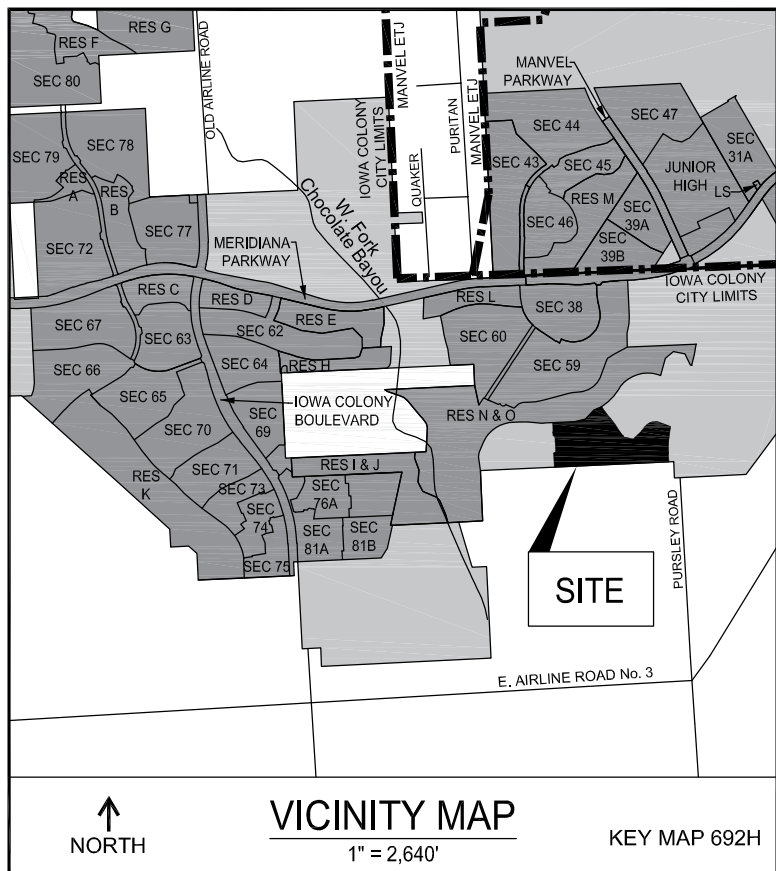
OWNER CONTACT INFORMATION  
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP  
1602 AVENUE D, STE. 100  
KATY, TX 77493  
832-916-2162

RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	6,077.85	0.14
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	36,319.81	0.07
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,032.05	0.83
TOTAL		45,429.74	1.04

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1810.00'	407.76'	N 77°05'32" E	406.90'
C2	25.00'	39.27'	N 87°16'49" E	36.40'
C3	25.00'	39.27'	N 02°43'11" W	35.35'



LINE TABLE

LINE	ANGLE	DISTANCE
L1	N 66°06'22" E	118.57'
L2	S 36°14'48" E	164.78'
L3	S 46°23'15" E	24.03'
L4	S 36°42'32" E	112.64'
L5	S 33°39'17" E	132.05'
L6	S 39°18'00" E	89.94'
L7	S 79°20'24" E	123.14'
L8	N 48°14'55" E	140.26'
L9	N 36°35'54" E	79.30'
L10	N 43°20'41" E	51.47'
L11	N 55°03'39" E	49.23'
L12	N 71°42'47" E	49.23'
L13	N 88°21'54" E	49.23'
L14	S 02°49'47" E	80.33'
L15	N 02°43'11" W	195.00'
L16	N 02°43'11" W	190.00'
L17	N 02°43'11" W	50.00'
L18	N 87°16'49" E	4.53'
L19	N 02°43'11" W	127.00'

Meridiana Section 58A

A Subdivision of 20.71 acres out of the H.T. & B. R.R. Co. Survey, Section 53, A-287, City of Iowa Colony, Brazoria County, Texas.

82 Lots, 3 Blocks and 3 Reserves

Owner: GR-M1, LTD., a Texas Limited Partnership



10011 MEADOWGLEN LANE  
HOUSTON, TEXAS 77042  
713.784.4500  
WWW.EHRAINCCOM  
TBE No. F-726  
TBE No. 1.0022300

May 18, 2021

SCALE: 1"=100' NORTH



Monday, May 24, 2021

Brad Sweitzer  
EHRA Inc.  
10555 Westoffice Dr.  
Houston, TX 77042

**Re: Meridiana Commercial Reserve No. 2 Preliminary Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SPP 210408-0472  
Adico, LLC Project No. 16007-2-189**

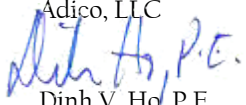
Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of the preliminary plat package for Meridiana Commercial Reserve No. 2, received on or about May 24, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002 and as amended.

Based upon our review, we have no objections to the plat as resubmitted. Please provide ten (10) copies of the plat to Kayleen Rosser by no later than Tuesday, May 25, 2021 for consideration at the June 1, 2021 Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call me.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Copy

Cc: Kayleen Rosser, City Secretary, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-189



GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurement.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0110K, dated December 30, 2020, the property lies within Zone AE.  
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.  
B.C.P.R. indicates Brazoria County Plat Records.  
B.L. indicates Building Line.  
D.E. indicates Drainage Easement.  
V.U. indicates Volume.  
P.G. indicates Page.  
P.A.E. indicates Permanent Access Easement.  
P.O.B. indicates Point of Beginning.  
P.U.E. indicates Public Utility Easement.  
P.V.T. indicates Private.  
R. indicates Radius.  
R.O.W. indicates Right-Of-Way.  
S.S.E. indicates Sanitary Sewer Easement.  
S.M.S.E. indicates Storm Sewer Easement.  
U.E. indicates Utility Easement.  
V.O.L. indicates Volume.  
W.L.E. indicates Water Line Easement.  
X indicates change in street name.
- The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County Municipal Utility District No. 55, and Brazoria County Drainage District No. 5.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- The Developer/Homeowners' Association/Municipal Utility District/Drainage District shall be responsible for maintenance of all reserves.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
- Drainage plans to be provided prior to final plat submittal.
- This plat is subject to the Development Agreement for Meridiana PUD Amendment No. 3.

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5 NOTES:

- Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
- All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
- All property shall drain into the drainage easement only through an approved drainage structure.
- All drainage easements and detention pond reserves shown on this plat, will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
- The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
- This rural subdivision employs a natural drainage system, which is intended to provide drainage for the subdivision that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur in the subdivision to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
- Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
- Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plat.
- All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
- Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.
- Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
- Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
- Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
- Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
- All dedicated storm water drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
- It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
- Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

OWNER CONTACT INFORMATION  
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP  
1602 AVENUE D, STE. 100  
KATY, TX 77493  
832-916-2162

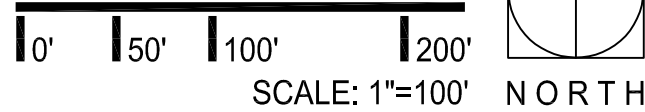
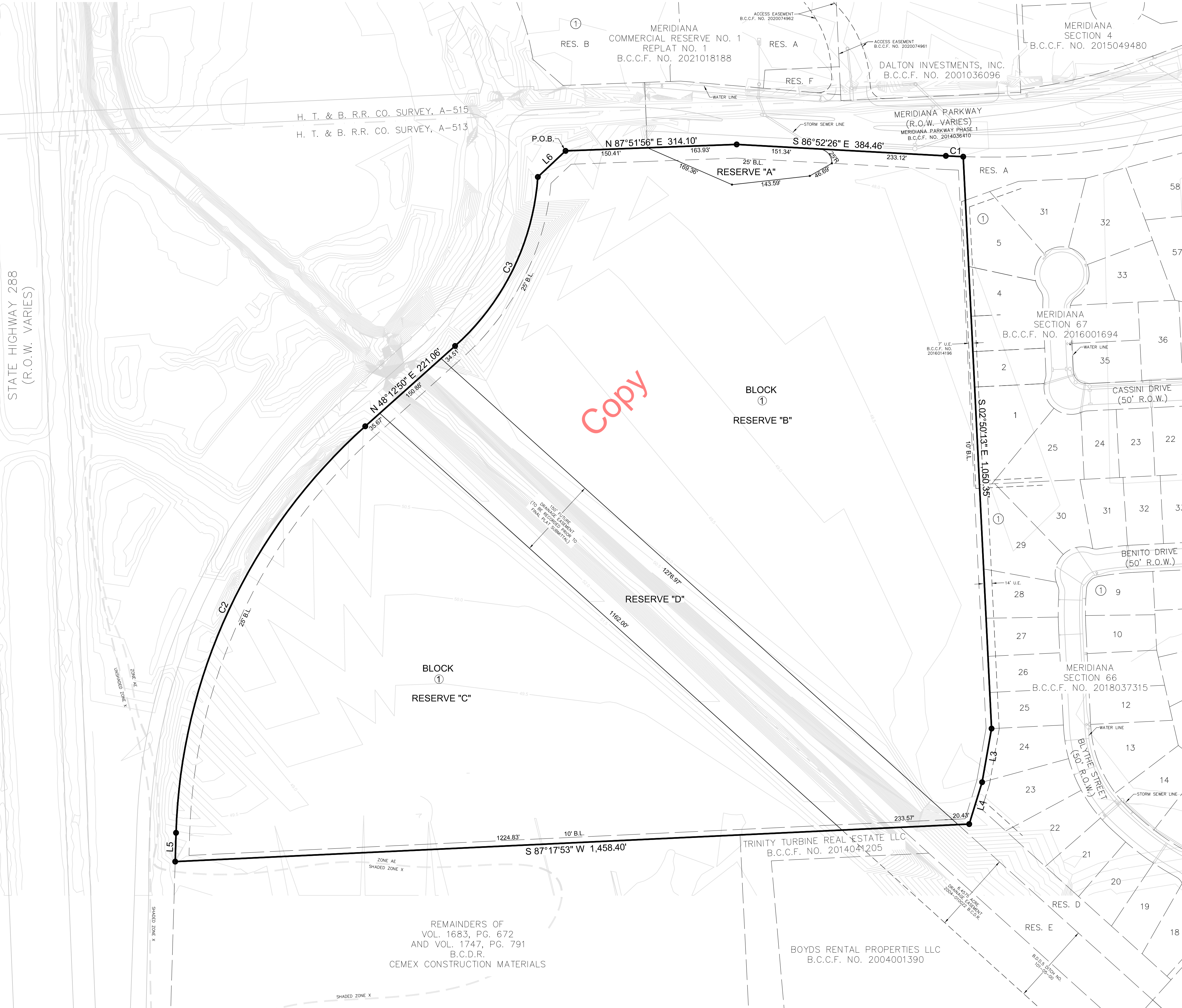
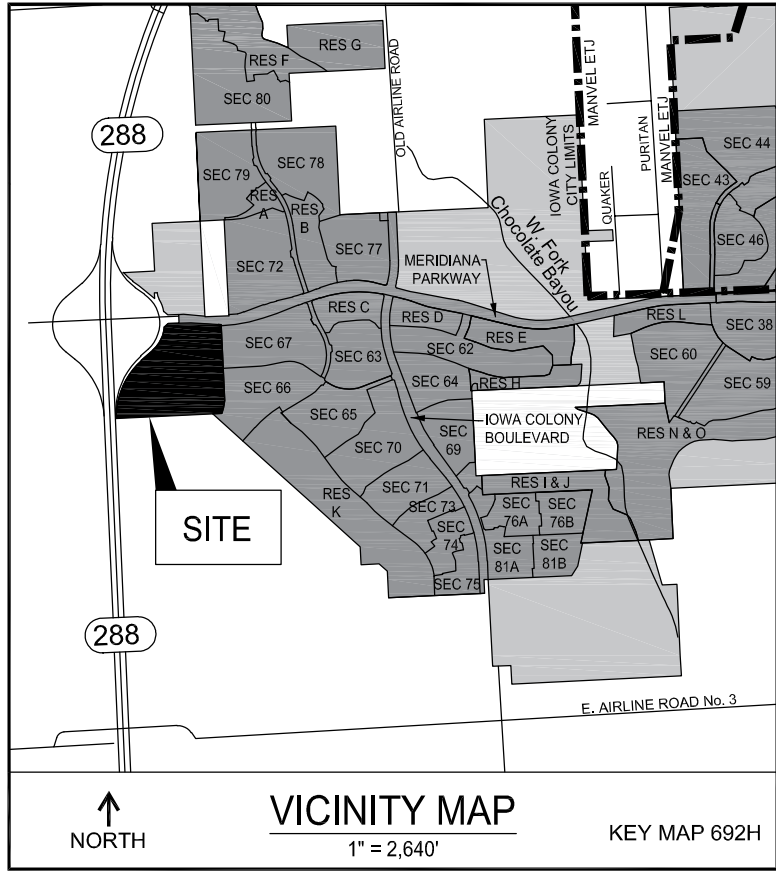
BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

RESERVE TABLE				
RESERVE	RESTRICTIONS	SQ. FT	ACREAGE	
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	15,993.20	0.37	
B	COMMERCIAL	748,316.74	17.18	
C	COMMERCIAL	553,921.94	12.72	
D	DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	181,408.56	4.16	
TOTAL		1,499,640.44	34.43	

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,528.50'	31.78'	S 87°28'10" E	31.78'
C2	1,041.74'	845.45'	N 24°5'51" E	822.44'
C3	458.37'	354.00'	N 26°05'23" E	345.27'

LINE TABLE		
LINE	ANGLE	DISTANCE
L1	S 09°59'58" W	99.91'
L2	S 17°05'22" W	80.31'
L3	N 01°44'05" E	52.81'
L4	N 46°44'31" E	69.83'



# Meridiana Commercial Reserve No. 2 Preliminary Plat

A Subdivision of 34.43 acres out of the H.T. & B. R.R. Co. Survey, Section 52, A-513, City of Iowa Colony, Brazoria County, Texas.

1 Block and 4 Reserves

Owner: GR-M1, LTD., a Texas Limited Partnership

May 2021



ENGINEERING THE FUTURE  
SINCE 1936

10011 MEADOWGLEN LANE  
HOUSTON, TEXAS 77042  
713.784.4500  
WWW.EHRAINCCOM  
TBE No. F-726  
TBPLS No. 10092300

No warranty or representation of intended use, design or construction is made by EHRA. All drawings and specifications are subject to change without notice.

EHRA JOB NO. 081-011-68



Monday, May 24, 2021

Brad Sweitzer  
EHRA Inc.  
10555 Westoffice Dr.  
Houston, TX 77042

Re: Meridiana Detention Reserve P Preliminary Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SPP 210510-0643  
Adico, LLC Project No. 16007-2-192

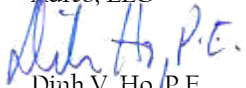
Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of the preliminary plat package for Meridiana Detention Reserve P, received on or about May 19, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002 and as amended.

Based upon our review, we have no objections to the plat as resubmitted. Please provide ten (10) copies of the plat to Kayleen Rosser by no later than Tuesday, May 25, 2021 for consideration at the June 1, 2021 Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call me.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Copy

Cc: Kayleen Rosser, City Secretary, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-192



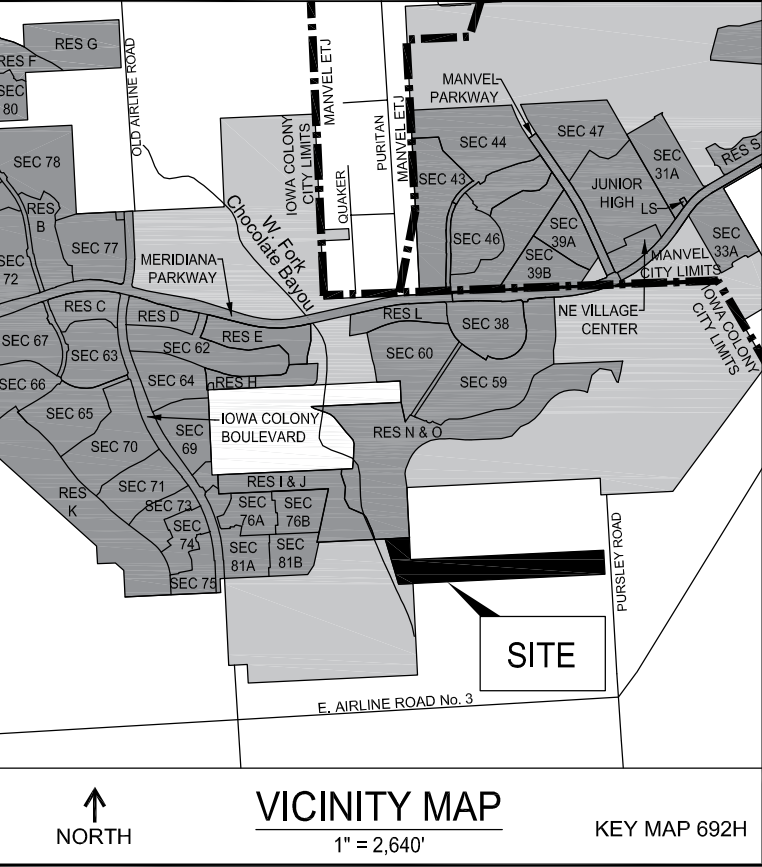
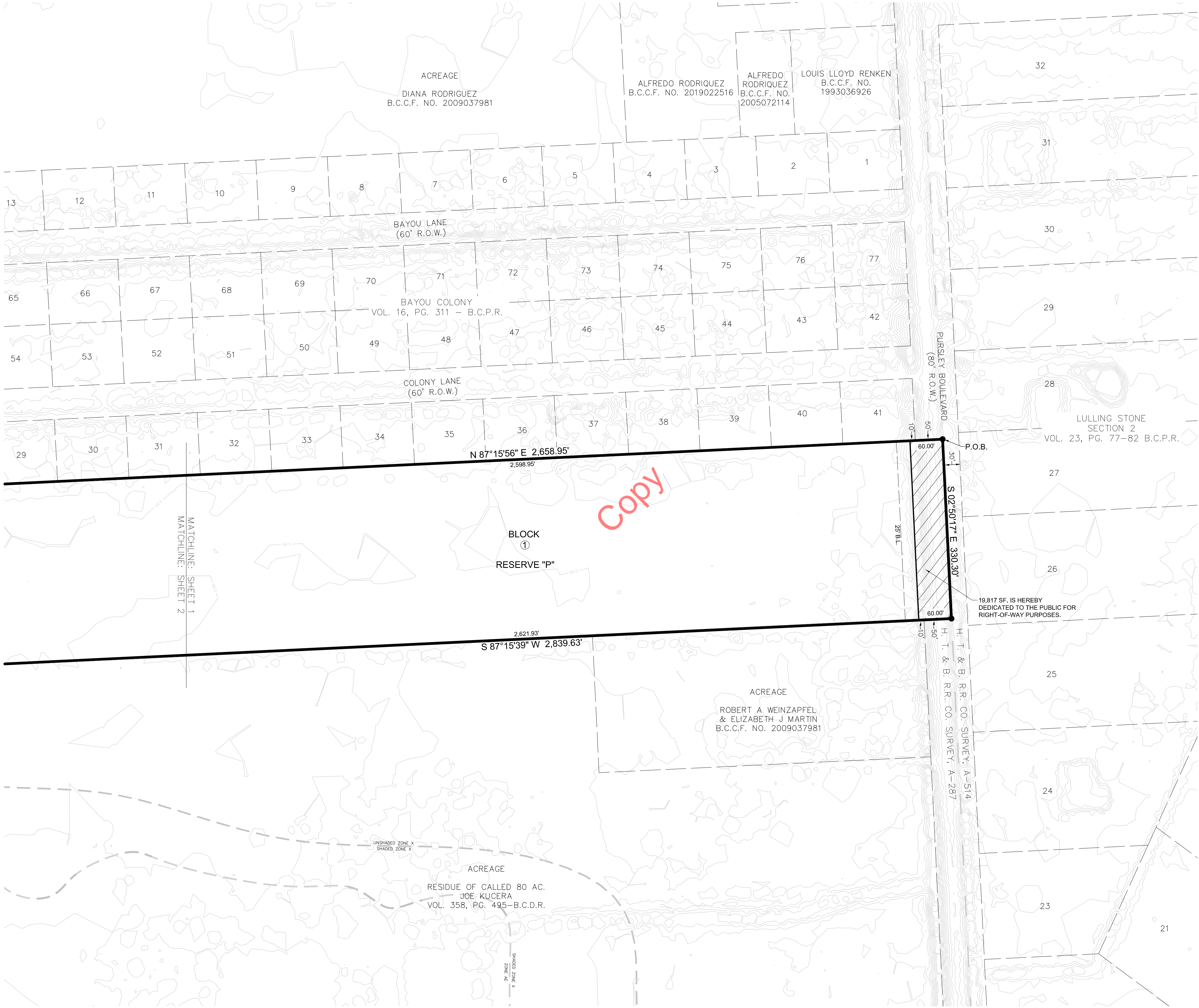
GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0120K, dated December 30, 2020, the property lies partially within Unshaded Zone X, partially within Shaded Zone X, partially within Zone AE, and partially within the Floodway.  
  
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinchey, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinchey, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.  
B.C.P.R. indicates Brazoria County Plat Records.  
B.L. indicates Building Line.  
D.E. indicates Drainage Easement.  
M.H. indicates Manhole.  
P.G. indicates Page.  
P.A.E. indicates Permanent Access Easement.  
P.O.B. indicates Point of Beginning.  
P.U.E. indicates Public Utility Easement.  
P.V.T. indicates Private.  
R indicates Radius.  
R.O.W. indicates Right-Of-Way.  
S.S.E. indicates Sanitary Sewer Easement.  
S.T.M.S.E. indicates Storm Sewer Easement.  
U.E. indicates Utility Easement.  
VOL. indicates Volume.  
W.L.E. indicates Water Line Easement.  
X indicates change in street name.
- The property subdivided in the foregoing plot lies in Brazoria County, the City of Iowa Colony, and Alvin Independent School District.
- Property within the boundaries of this plot and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- Drainage District #5 shall be responsible for the maintenance of Reserve A and Municipal Utility District #59 shall be responsible for the maintenance of Reserve P. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
- Drainage plans to be provided prior to final plat submittal.
- This plot is subject to the Development Agreement for Meridiano PUD Amendment No. 3.

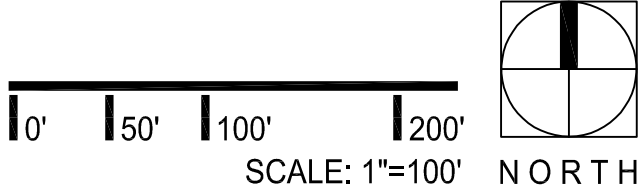
OWNER CONTACT INFORMATION  
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP  
1602 AVENUE D, STE. 100  
KATY, TX 77493  
832-916-2162

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT	ACREAGE
A	DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	98,373.94	2.25
P	DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	941,174.27	21.61
		1,039,548.21	23.86



Meridiana Detention Reserve P

A Subdivision of 23.86 acres out of the H.T. & B. R.R. Co. Survey, Section 53, A-287, City of Iowa Colony, Brazoria County, Texas.

1 Block and 2 Reserves

Owner: GR-M1, LTD., a Texas Limited Partnership

Sheet 1 of 2

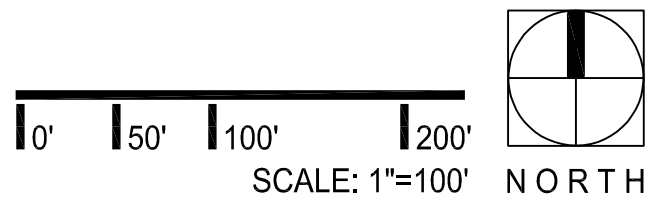
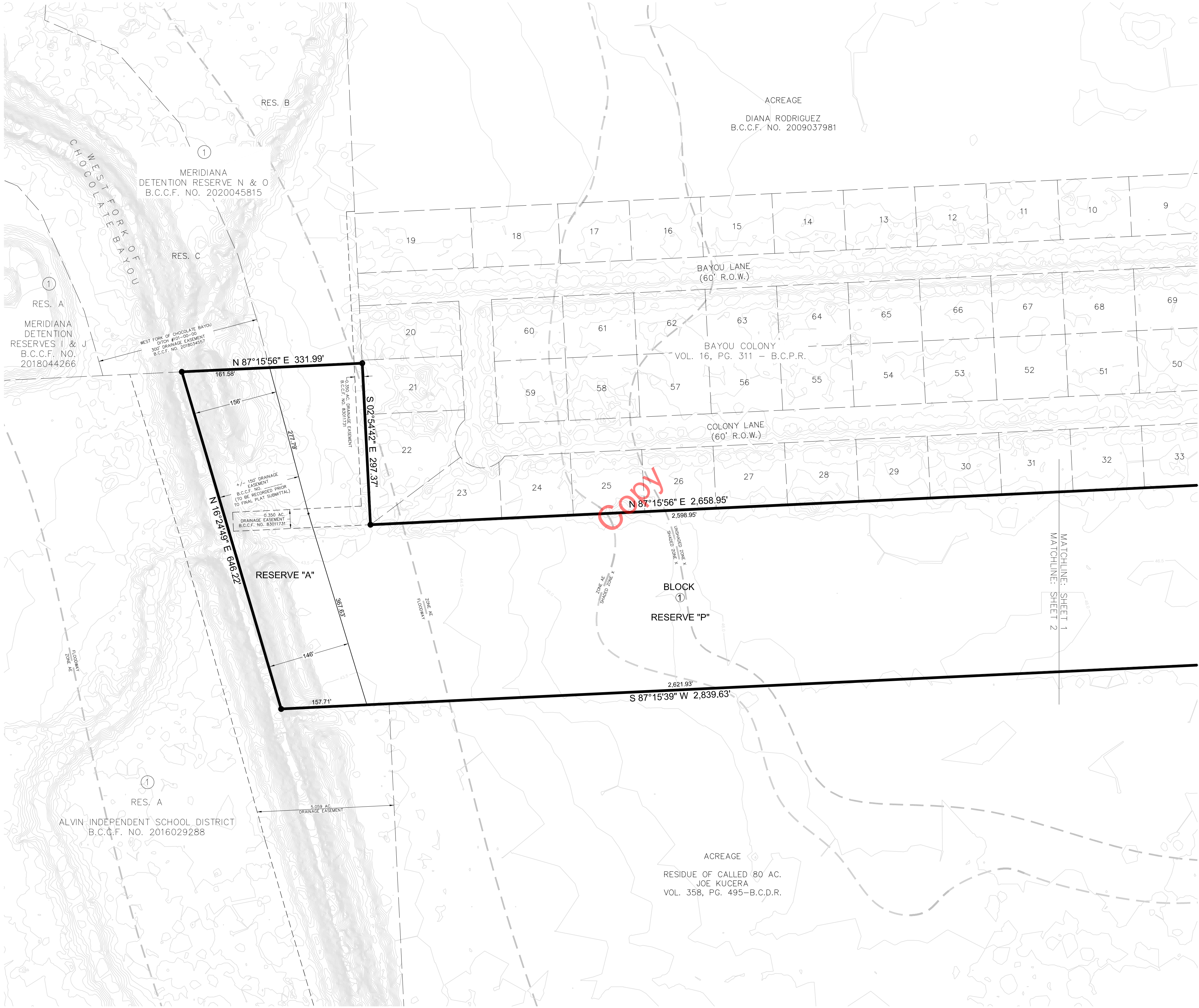
May 18, 2021



10011 MEADOWGLEN LANE  
HOUSTON, TEXAS 77042  
713.784.4500  
WWW.EHRAINCCOM  
TBE No. F-726  
TBP L No. 10092300  
EHRA JOB NO.  
081-011-118

No warranty or representation of intended use, design or construction is made by EHRA. All drawings and specifications are subject to change without notice.





**Meridiania Detention Reserve P**

A Subdivision of 23.86 acres out of the H.T. & B. R.R. Co. Survey, Section 53,  
A-287, City of Iowa Colony, Brazoria County, Texas.

1 Block and 2 Reserves  
Owner: GR-M1, LTD., a Texas Limited Partnership



ENGINEERING THE FUTURE  
SINCE 1936

10011 MEADOWGLEN LANE  
HOUSTON, TEXAS 77042  
713.784.4500  
WWW.EHRAINCC.COM  
TBP ENG. F-726  
TBP LSN. 10092300

No warranty or representation of intended use, design or construction is made by the engineer or architect. All conditions are subject to change without notice.



Wednesday, May 19, 2021

Brad Sweitzer  
EHRA Inc.  
10555 Westoffice Dr.  
Houston, TX 77042

**Re: Meridiana General Development Plan  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SPP 210510-0643  
Adico, LLC Project No. 16007-2-202**

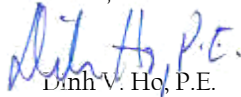
Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the Meridiana General Development Plan package, received on or about May 13, 2021. The review of the plan is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002 and as amended.

Based upon our review, we have no objections to the general development plan as submitted on May 13, 2021. Please provide ten (10) copies of the plan to Kayleen Rosser by no later than Tuesday, May 25, 2021 for consideration at the June 1, 2021 Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call me.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Copy

Cc: Kayleen Rosser, City Secretary, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-202

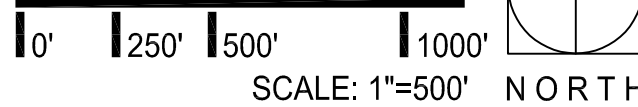
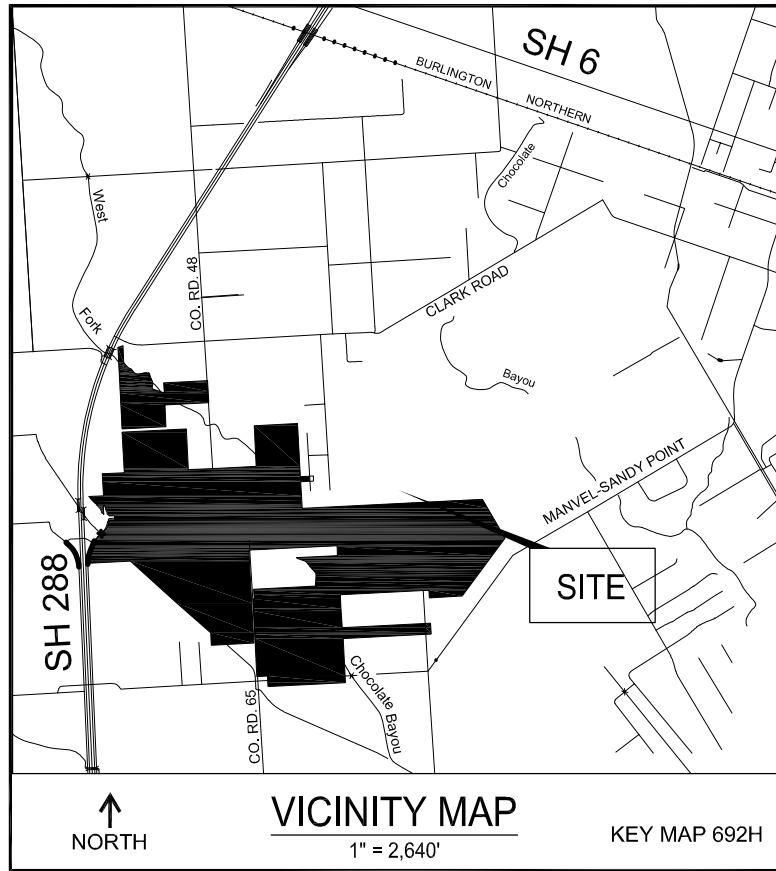
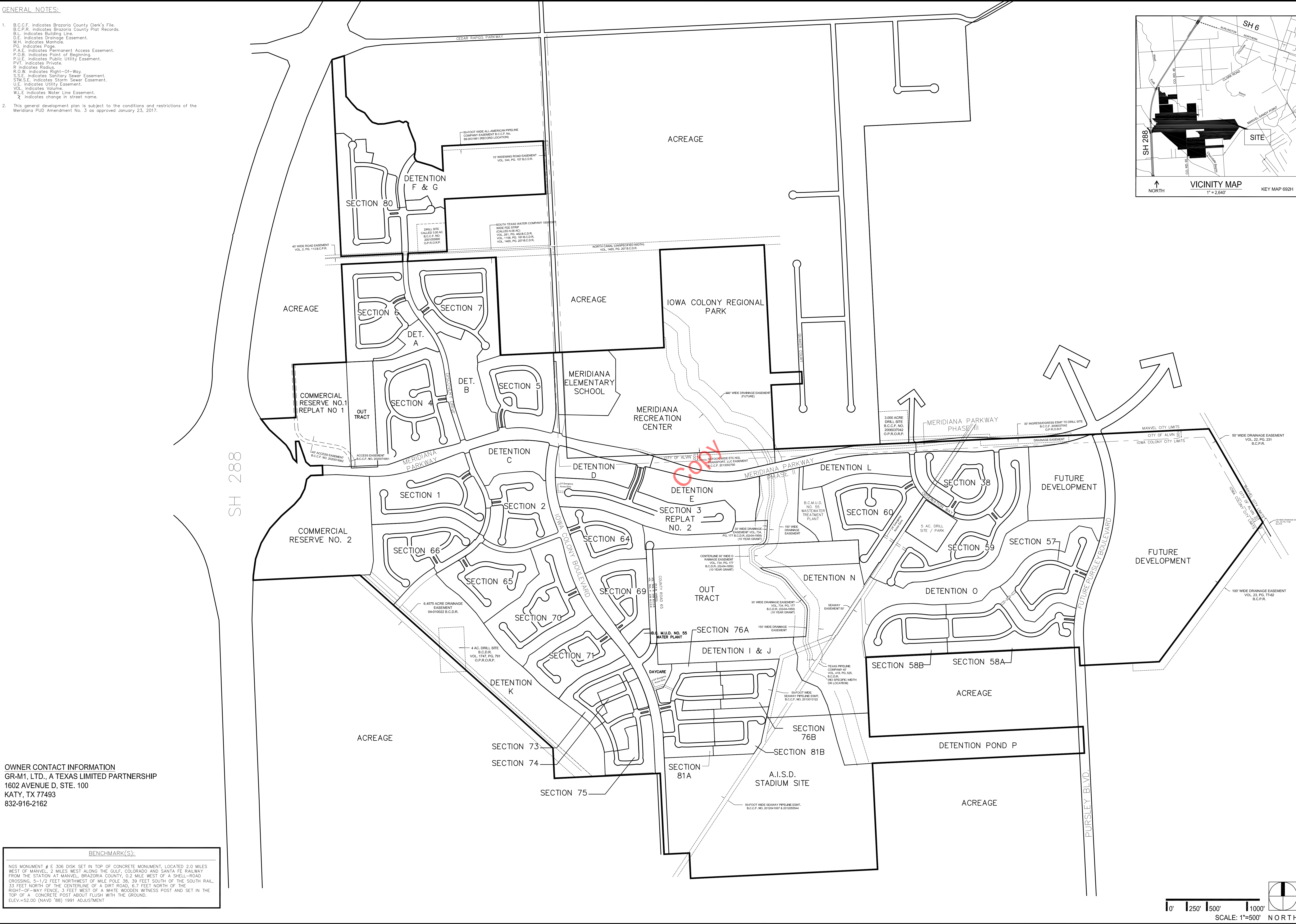
GENERAL NOTES:

- B.C.C.F. indicates Brazoria County Clerk's File.  
B.C.P.R. indicates Brazoria County Plat Records.  
B.L. indicates Building Line.  
D.E. indicates Drainage Easement.  
M.H. indicates Manhole.  
P.G. indicates Page.  
P.A.E. indicates Permanent Access Easement.  
P.O.B. indicates Point of Beginning.  
P.U.E. indicates Public Utility Easement.  
P.V. indicates Private.  
R indicates Radius.  
R.O.W. indicates Right-Of-Way.  
S.S.E. indicates Sanitary Sewer Easement.  
S.T.M.S.E. indicates Storm Sewer Easement.  
U.E. indicates Utility Easement.  
V.O.L. indicates Volume.  
W.L.E. indicates Water Line Easement.  
X indicates change in street name.
- This general development plan is subject to the conditions and restrictions of the Meridiana PUD Amendment No. 3 as approved January 23, 2017.

OWNER CONTACT INFORMATION  
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP  
1602 AVENUE D, STE. 100  
KATY, TX 77493  
832-916-2162

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



Meridiana General Development Plan

Being 1,144.7 acres of land out of the H.T. & B.R.R. Co. Survey, Section 52, Abstract 513, Section 53, Abstract 287, Section 55, Abstract 286, and Section 56, Abstract 515, Iowa Colony, Brazoria County, Texas  
Owner: GR-M1, LTD., a Texas Limited Partnership

May 7, 2021



ENGINEERING THE FUTURE  
SINCE 1936

EHRA JOB NO.  
081-011-150

10011 MEADOWGLEN LANE  
HOUSTON, TEXAS 77042  
713.784.4500  
WWW.EHRAINCC.COM  
TBF No. F-726  
TBP No. 10092300

No warranty or representation of intended use, design or construction is made by EHRA. The user of this plan or facilities are subject to change without notice.



Monday, May 24, 2021

Brad Sweitzer  
EHRA Inc.  
10555 Westoffice Dr.  
Houston, TX 77042

**Re: Meridiana Pursley Boulevard Phase 6A Preliminary Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SPP 210510-0644  
Adico, LLC Project No. 16007-2-191**

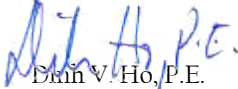
Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of the preliminary plat package for Meridiana Pursley Boulevard Phase 6A, received on or about May 19, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002 and as amended.

Based upon our review, we have no objections to the plat as resubmitted. Please provide ten (10) copies of the plat to Kayleen Rosser by no later than Tuesday, May 25, 2021 for consideration at the June 1, 2021 Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call me.

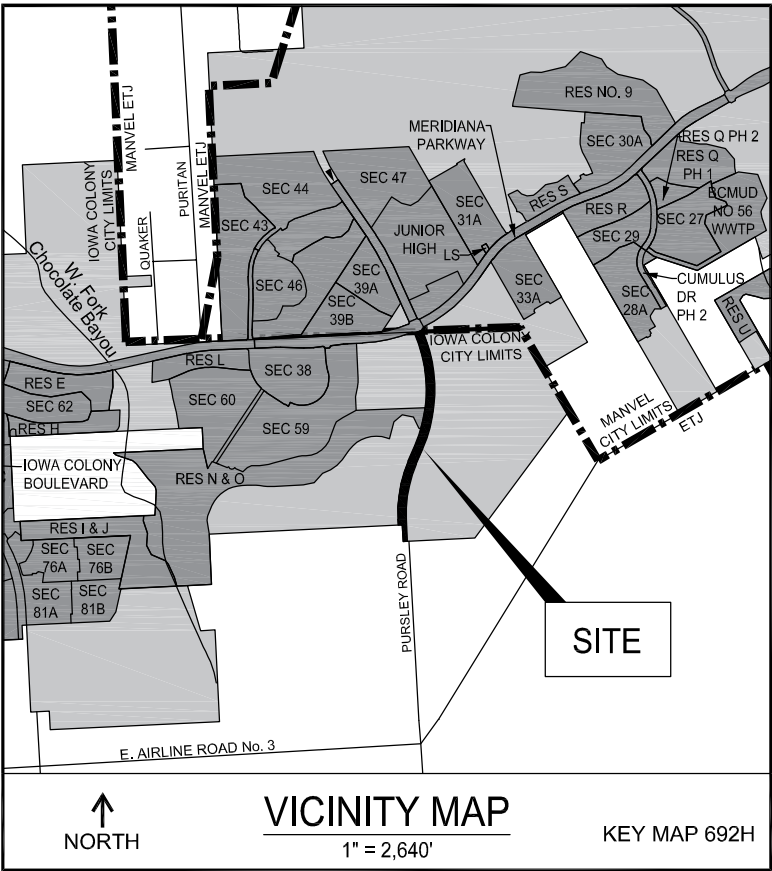
Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Copy

Cc: Kayleen Rosser, City Secretary, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-191





GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0110K, dated December 30, 2020, the property lies within Zone AE.  
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.  
B.C.P.R. indicates Brazoria County Plat Records.  
B.L. indicates Building Line.  
D.E. indicates Drainage Easement.  
M.H. indicates Manhole.  
P.C. indicates Page.  
P.A.E. indicates Permanent Access Easement.  
P.O.B. indicates Point of Beginning.  
P.U.E. indicates Public Utility Easement.  
P.V.I. indicates Private.  
R indicates Radius.  
R.O.W. indicates Right-Of-Way.  
S.S.E. indicates Sanitary Sewer Easement.  
S.T.M.S.E. indicates Storm Sewer Easement.  
U.E. indicates Utility Easement.  
V.O.L. indicates Volume.  
W.L.E. indicates Water Line Easement.  
X indicates change in street name.
- The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, and Alvin Independent School District.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.
- The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
- Drainage plans to be provided prior to final plat submittal.
- One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and vest in the dedicators, his heirs, assigns, or successors.
- This plat is subject to the Development Agreement for Meridiana PUD Amendment No. 3.

OWNER CONTACT INFORMATION  
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP  
1602 AVENUE D, STE. 100  
KATY, TX 77493  
832-916-2162

LINE TABLE

LINE	ANGLE	DISTANCE
L1	N 66°22'08" E	52.37'
L2	S 87°19'17" E	72.25'
L3	S 87°10'00" W	60.00'
L4	S 87°16'49" W	60.00'
L5	N 02°50'17" W	80.01'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2,060.00'	1,683.36'	S 00°13'16" E	1,636.91'
C2	1,690.00'	767.70'	S 10°10'31" W	761.11'
C3	1,810.00'	822.21'	N 10°10'31" E	815.16'
C4	1,940.00'	1,585.30'	N 00°13'16" W	1,541.56'

BENCHMARK(S):

NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT

Meridiana Pursley Boulevard Phase 6A

A Subdivision of 7.84 acres out of the H. & T. C. R.R. Survey, A-282; the H. & T. C. R.R. Survey, A-287; and the H. & T. C. R.R. Survey, A-514, City of Iowa Colony and City of Alvin, Brazoria County, Texas.

Owner: GR-M1, LTD., a Texas Limited Partnership

May 18, 2021



10011 MEADOWGLEN LANE  
HOUSTON, TEXAS 77042  
713.784.4500  
WWW.EHRAINCO.COM  
TBPE No. F - 726  
TBPLS No. 10092300

EHRA JOB NO.  
081-011-122

No warranty or representation of intended use, design or proposed improvements are made herein. All plans for land or facilities are subject to change without notice.



Tuesday, May 25, 2021

Stan Winter  
Jones Carter  
1575 Sawdust Road, Suite 400  
The Woodlands, TX 77380

**Re: Sterling Lakes Commercial Reserves Preliminary Plat  
Letter of Recommendation to Approve  
CIOC Project No. SPP 210510-0646  
ALLC Project No. 16007-2-203**

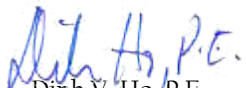
Dear Mr. Winter;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sterling Lakes Commercial Reserves Preliminary Plat received on or about May 25, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objection to the plat as resubmitted on May 25, 2021. Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, May 25, 2021 for consideration at the June 1<sup>st</sup> Planning and Zoning meeting.

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Copy

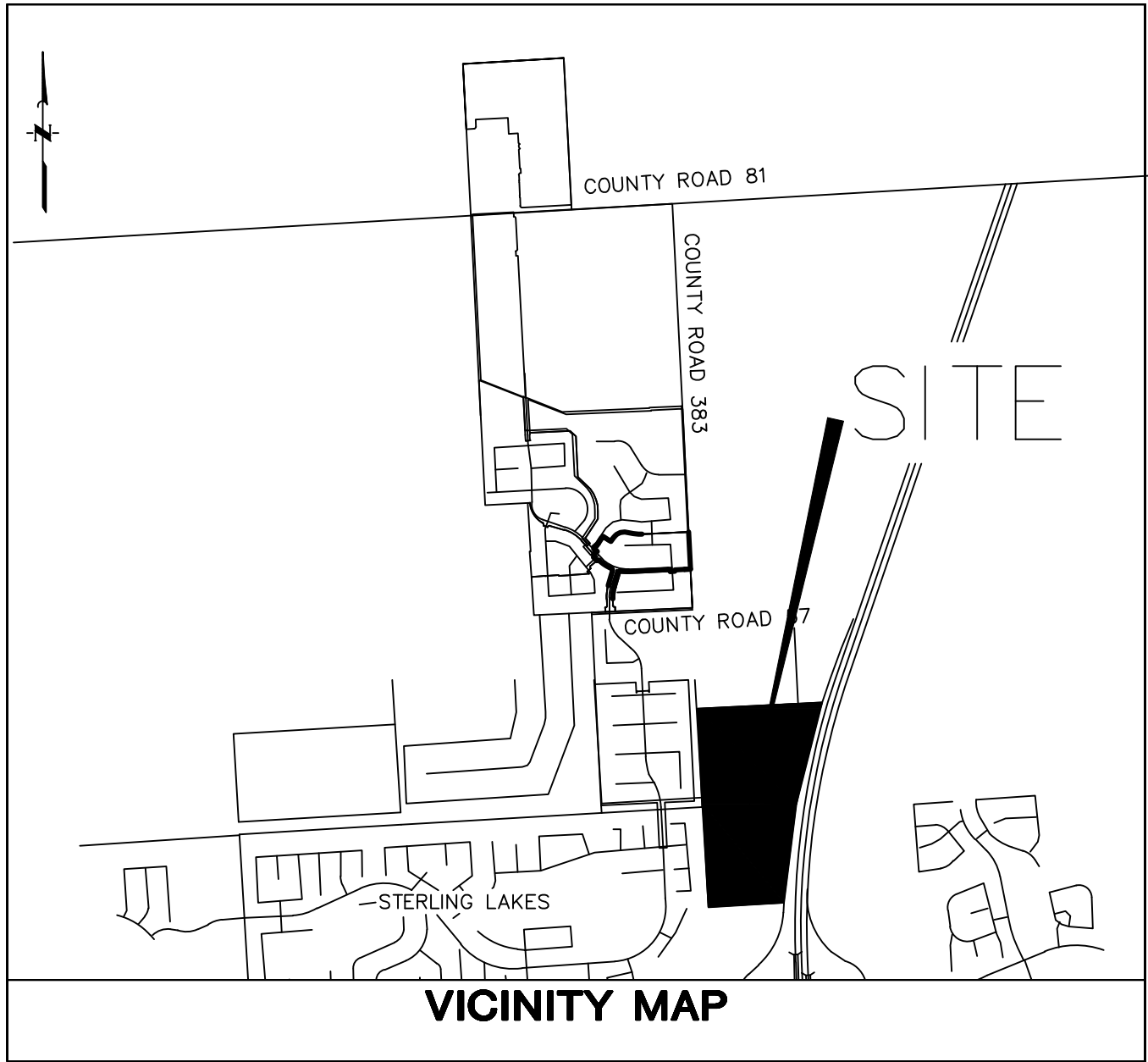
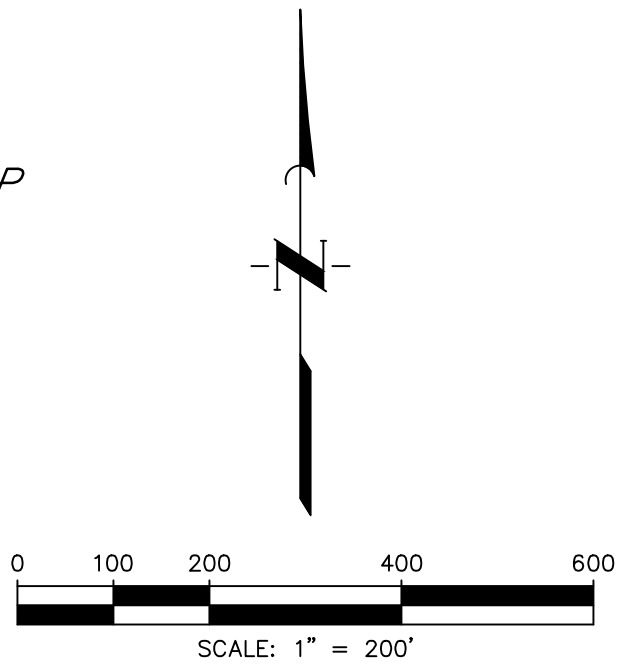
Cc: Kayleen Rosser, City Secretary ([krusser@iowacolonytx.us](mailto:krusser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-203

UNRESTRICTED RESERVE [A]  
41.48 AC  
1,807,125 Sq Ft

UNRESTRICTED RESERVE [B]  
3.68 AC  
160,473 Sq Ft

UNRESTRICTED RESERVE [C]  
24.86 AC  
1,083,062 Sq Ft

LEWIS McCAY DICKSON, III,  
DIANA CAY DICKSON,  
AND IOWA COLONY STERLING  
LAKES, LTD.  
A TEXAS LIMITED PARTNERSHIP  
CALLED 19.71 ACRES  
DOC. NO. 2004060186  
O.P.R.B.C. TX.



- 1) BL . . . . . "Building Line"  
Esmt . . . . . "Easement"  
CF . . . . . "Clerk's File"  
FC . . . . . "Firm Code"  
HCMUD . . . . . "Harris County Municipal Utility District"  
HCOFRRP . . . . . "Harris County Official Public Records of Real Property"  
No . . . . . "Number"  
ROW . . . . . "Right-of-Way"  
Stm SE . . . . . "Storm Sewer Easement"  
UE . . . . . "Utility Easement"  
Vol . . . . . "Volume and Page"  
WLE . . . . . "Waterline Easement"  
① . . . . . "Block Number"  
● . . . . . Set 3/4-inch iron rod (with Cap Stamped "Jones[Carter]" as Per Certification
- 2) Slab elevations (finished floor) shall be set at or above the minimum slab elevations defined in this plat.
- 3) All drainage easements shown hereon shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of drainage facilities.
- 4) All property shall drain into the drainage easement only through an approved drainage structure.
- 5) The property subdivided in the foregoing plat lies within Brazoria County Drainage District #5.
- 6) This subdivision employs a drainage system, which utilizes streets and adjacent properties to store and convey storm water. Thus, during storm events, ponding of water should be expected to occur in the subdivision.
- 7) Other than shown hereon, there are no pipeline easements, or pipelines within the boundaries of this plat.
- 8) All storm water drainage pipes, culverts, or other (includes driveway culverts) will be a minimum 24" I.D. or equal.
- 9) No Building Permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
- 10) The Preliminary Plat will expire six (6) months after the final approval by the City Council if construction of the improvements has not commenced within the six (6) month period, or the six (6) month extension period granted by the City Council.
- Subdivision is located in Zone "X" with no base flood base elevation required. This information is based on Brazoria County FIRM Community Map4803900110K, dated December 20, 2020.
- 11) All bearings based on the Texas State Plane Coordinate System, South Central Zone.
- 12) All coordinates shown hereon are surface and may be converted to the Texas State Plane Coordinate System, South Central Zone, NAD 83 Grid Coordinates by applying the following scale factor: 0.999857950.
- 13) Monuments set as exterior boundary markers will be set with a minimum of five eights (5/8) inch iron rod or three quarters (3/4) inch iron pipe at least thirty six (36) inches long, enclosed in concrete for a minimum of eighteen (18) inches below the surface of the ground.
- 14) All permanent reference monuments ( "PRM ") will be set at all boundary line angle points, block corners, angle points, points of curvature, and at intervals not to exceed one thousand (1,000) feet. Permanent reference monuments shall conform to the Texas professional land surveying practices act and the general rules of procedures and practices.
- 15) All monuments will be set to the standard of the Texas society of professional land surveying practices act and the general rules of procedures and practices of the Texas board of professional land surveying and shall bear reference caps as indicated.
- 16) Interior lot corner monuments will be set with a minimum of five eights (5/8) inch iron rod at least thirty six (36) inches in length.
- 17) All streets shall be constructed in accordance with the city's design criteria.
- 18) Street right-of-way dedicated for perimeter streets of at least sixty (60) feet in width or a minimum of one half (1/2) of the total required right-of-way, whichever is greater.
- 19) All water and wastewater facilities shall conform to the city's design criteria.
- 20) A minimum (5) five feet wide sidewalks shall be required along both sides of major arterials, minor arterials, major collectors and the central spine road within and adjacent to the property. Except, at the discretion of the developer, a six-foot wide sidewalk may be constructed on only one side of the right-of-way in lieu of two 5 foot wide sidewalks on both sides of the right-of-way. In either case, the sidewalks may meander out of the right-of-way into an adjacent landscape reserve if so provided.
- 21) The property subdivided in the foregoing plat lies within Brazoria County MUD No. 32.

Line Table		
Line	Bearing	Distance
L1	S48°38'06"E	134.47'
L2	S02°12'11"E	176.35'
L3	N17°24'47"W	242.49'
L4	N12°00'01"E	427.33'
L5	N82°36'01"W	92.44'
L6	S84°03'51"E	276.11'

Curve Table						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	11669.16'	131°17'20"	2706.48'	S10°56'03"W	2700.42'	1359.34'
C2	750.00'	45°52'14"	600.44'	S25°41'59"E	584.54'	317.36'
C3	750.00'	46°25'55"	607.79'	N25°25'09"W	591.30'	321.70'
C4	800.00'	15°12'35"	212.37'	S09°48'29"E	211.75'	106.81'
C5	800.00'	29°24'48"	410.69'	N02°42'23"W	406.19'	209.98'
C6	1500.00'	1°27'50"	38.32'	S83°19'56"E	38.32'	19.16'

# STERLING LAKES COMMERCIAL RESERVES

A SUBDIVISION OF 75.73 ACRES OF LAND  
OUT OF THE  
H.T. & B.R.R. CO. SURVEY NO. 56, A-515,  
BRAZORIA COUNTY, TEXAS  
3 RESERVES                      3 BLOCKS  
APRIL 2021

ENGINEER:  
ELEVATION LAND SOLUTIONS  
2445 TECHNOLOGY FOREST BLVD.  
STE 200  
THE WOODLANDS, TX 77381  
713-560-3969

OWNER:  
IOWA COLONY STERLING LAKES, LTD  
2450 FONDREN ROAD  
STE 210  
HOUSTON, TX 77063  
713-783-6702

SURVEYOR/PLANNER:  
  
Texas Board of Professional Engineers Registration No. 1-439  
8701 New Trails Drive, Suite 200 • The Woodlands, Texas 77381  
381.383.4859

Tuesday, May 25, 2021

Travis Harrison, P.E.  
Elevation Land Solutions  
2445 Technology Forest Blvd., Suite 200  
The Woodlands, TX 77381

**Re: Sierra Vista West Section 4 Final Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SFP 210310-0258  
Adico, LLC Project No. 16007-2-180**

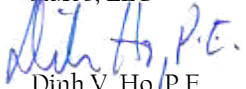
Dear Mr. Harrison,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista West Section 4 final plat package received on or about May 25, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the final plat as resubmitted on May 25, 2021. Please provide two (2) mylars and ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, May 25, 2021 for consideration at the June 1<sup>st</sup> Planning and Zoning meeting.

Should you have any questions, please do not hesitate to contact our office.

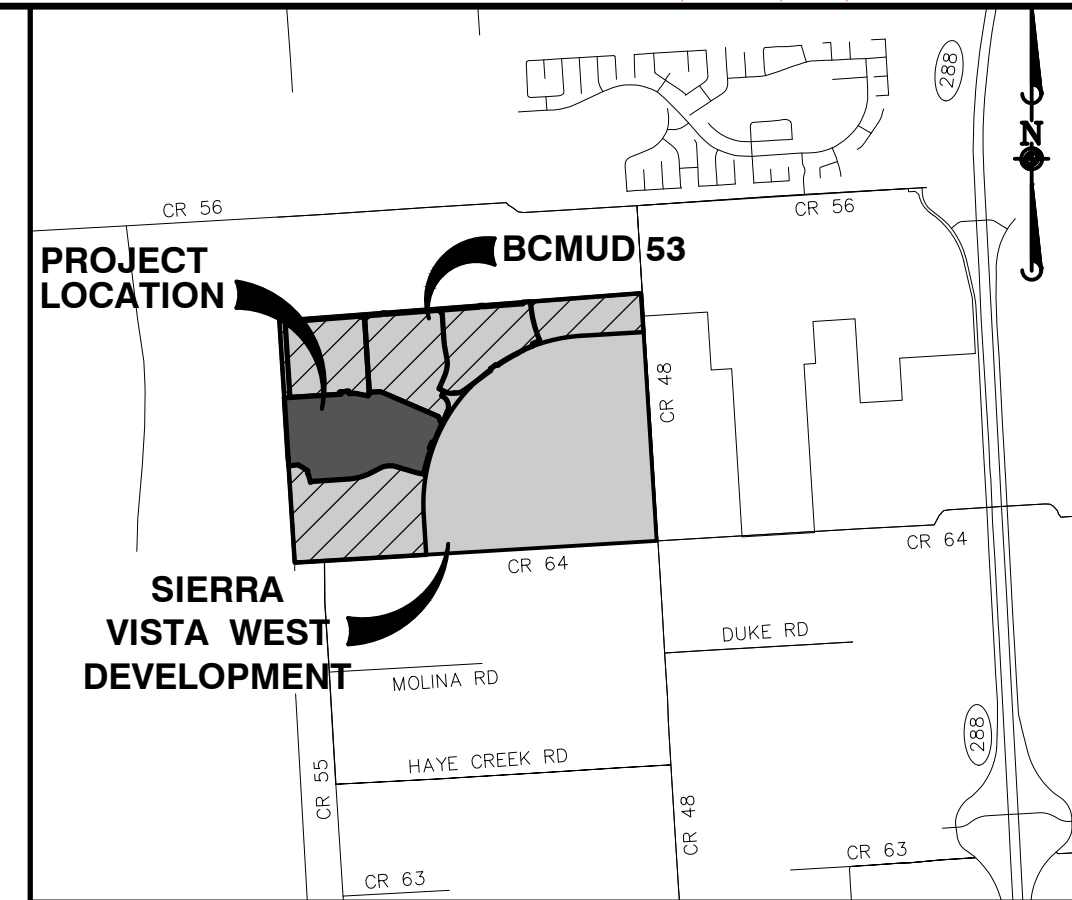
Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

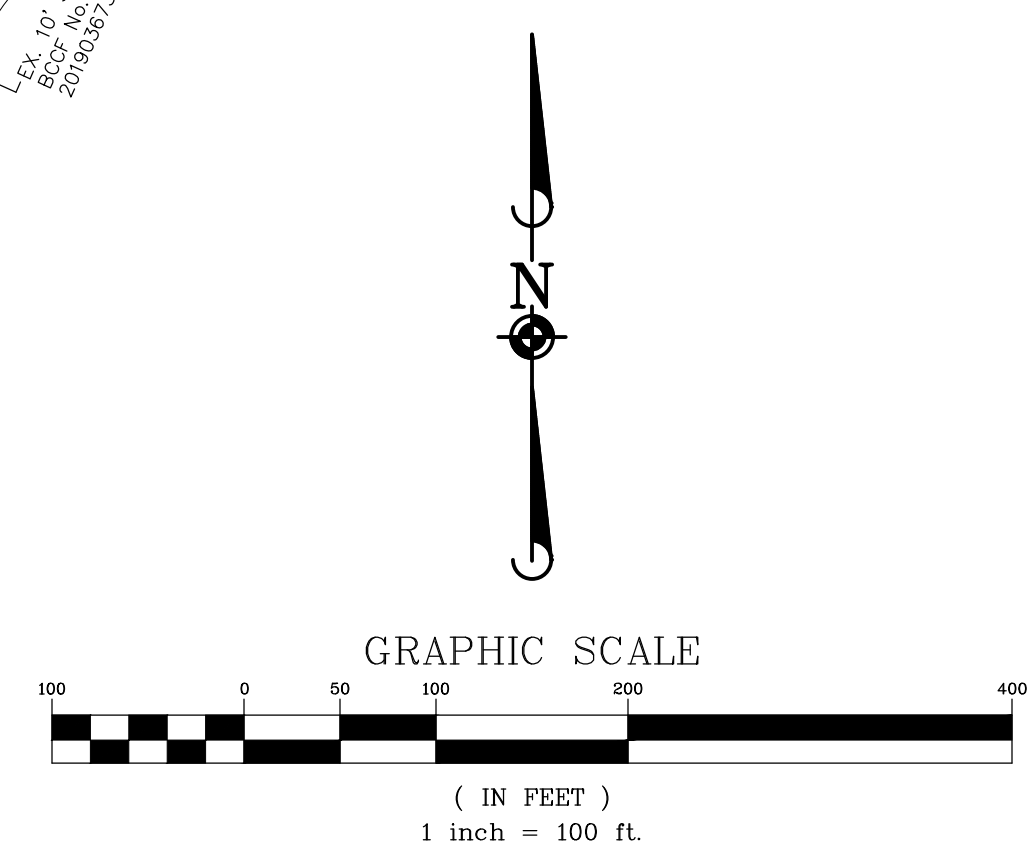
Copy

Cc: Kayleen Rosser, City Secretary, ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@rcoxconsulting.com](mailto:rcox@rcoxconsulting.com))  
File: 16007-2-180





VICINITY MAP  
BRAZORIA COUNTY KEY MAP: 692 J & N  
SCALE: 1" = 2,640'



ABBREVIATIONS

- |            |  |
|------------|--|
| AE=        | AERIAL EASEMENT  |
| DE=        | DRAINAGE EASEMENT  |
| SSE=       | SANITARY SEWER EASEMENT                                  |
| STM SE=    | STORM SEWER EASEMENT                                     |
| UVE=       | UNOBSTRUCTED VISIBILITY EASEMENT                         |
| UE=        | UTILITY EASEMENT   |
| WLE=       | WATER LINE EASEMENT                                      |
| BL=        | BUILDING LINE  |
| ROW=       | RIGHT-OF-WAY   |
| BCCF=      | BRAZORIA COUNTY CLERK'S FILE                             |
| BCDR=      | BRAZORIA COUNTY DEED RECORDS                             |
| BCPR=      | BRAZORIA COUNTY PLAT RECORDS                             |
| BCOPR=     | BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS                  |
| BCOPRR=    | BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY |
| VOL., PG.= | VOLUME, PAGE   |
| No.=       | NUMBER   |
| FND=       | FOUND  |
| IRC=       | IRON ROD W/ CAP  |
| S*=        | SET  |

FINAL PLAT  
SIERRA VISTA WEST  
SEC 4

A SUBDIVISION OF 62.78 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

269 LOTS      6 RESERVES      8 BLOCKS

MAY 2021

OWNER/  
DEVELOPER:      LAND TEJAS SIERRA VISTA WEST, LLC.  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783-6702

ENGINEER/  
SURVEYOR:





CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	2057.45'	134.01'	003°43'54"	N04°39'32"W	133.98'
C2	525.00'	32.45'	003°32'30"	N05°20'38"W	32.45'
C3	30.00'	47.12'	090°00'00"	S69°06'51"W	42.43'
C4	29.96'	46.14'	088°13'15"	S21°50'33"E	41.71'
C5	2015.13'	385.93'	010°58'23"	S16°46'53"W	385.34'
C6	1782.00'	112.84'	003°37'41"	N14°18'10"W	112.82'
C7	25.00'	13.39'	030°41'41"	N27°50'10"W	13.23'
C8	50.00'	65.84'	075°27'01"	N05°27'30"W	61.19'
C9	800.00'	131.11'	009°23'24"	S61°11'27"E	130.96'
C10	300.00'	190.06'	036°17'58"	S74°38'44"E	186.90'
C11	50.00'	78.54'	090°00'00"	N42°12'17"E	70.71'
C12	50.00'	78.54'	090°00'00"	N47°47'43"W	70.71'
C13	1757.00'	107.43'	003°30'12"	N14°21'54"W	107.42'
C14	50.00'	87.11'	099°49'05"	N37°17'45"E	76.50'
C15	800.00'	345.82'	024°46'04"	N7°44'91"E	343.14'
C16	500.00'	391.51'	044°51'49"	N84°52'07"E	381.58'
C17	50.00'	72.59'	083°11'11"	N65°42'27"E	66.38'
C18	375.00'	218.11'	033°19'27"	S21°13'46"W	215.05'
C19	1300.00'	312.60'	013°46'38"	S31°00'10"W	311.84'
C20	50.00'	78.54'	090°00'00"	S69°06'51"W	70.71'
C21	50.00'	78.54'	090°00'00"	N20°53'09"W	70.71'
C22	300.00'	188.14'	035°55'57"	N04°56'49"W	185.07'
C23	500.00'	217.05'	024°52'19"	N25°27'20"E	215.35'
C24	1000.00'	240.46'	013°46'38"	N31°00'10"E	239.88'
C25	600.00'	307.54'	029°22'04"	S01°39'52"E	304.18'
C26	800.00'	347.28'	024°52'19"	S25°27'20"W	344.56'
C27	700.00'	182.20'	014°54'47"	S30°26'06"W	181.68'
C28	300.00'	126.53'	024°09'56"	S80°42'45"E	125.60'
C29	50.00'	78.54'	090°00'00"	S47°47'43"E	70.71'
C30	500.00'	6.79'	000°46'40"	S03°11'03"E	6.79'
C31	2000.00'	130.10'	003°43'38"	N04°39'32"W	130.08'
C32	500.00'	117.04'	013°24'41"	S59°10'48"E	116.77'
C33	500.00'	15.65'	001°47'37"	N66°46'57"W	15.65'
C34	25.00'	43.25'	099°07'21"	S18°07'05"E	38.05'
C35	25.00'	40.23'	092°12'22"	N77°24'04"E	36.03'
C36	25.00'	40.31'	092°22'44"	N10°18'23"W	36.08'
C37	25.00'	40.06'	091°49'03"	S81°37'01"W	35.91'
C38	25.00'	13.29'	030°27'58"	N08°52'52"E	13.14'
C39	50.00'	131.71'	150°55'56"	S69°06'51"W	96.80'
C40	25.00'	13.29'	030°27'58"	S50°39'10"E	13.14'
C41	25.00'	39.27'	090°00'00"	S69°06'51"W	35.36'
C42	25.00'	13.29'	030°27'58"	S81°07'08"E	13.14'
C43	50.00'	131.71'	150°55'56"	N20°53'09"W	96.80'
C44	25.00'	13.29'	030°27'58"	S39°20'50"W	13.14'
C45	25.00'	39.27'	090°00'00"	N20°53'09"W	35.36'
C46	25.00'	21.03'	048°11'23"	N48°12'33"E	20.41'
C47	50.00'	241.19'	276°22'46"	S65°53'09"E	66.67'
C48	25.00'	21.03'	048°11'23"	S00°01'10"W	20.41'
C49	25.00'	38.12'	087°22'25"	S12°48'33"E	34.54'
C50	25.00'	40.54'	092°54'11"	N77°03'09"E	36.24'
C51	25.00'	40.64'	093°07'51"	N09°55'50"W	36.31'
C52	25.00'	38.03'	087°10'04"	S79°55'13"W	34.47'
C53	25.00'	21.03'	048°11'23"	N00°01'10"E	20.41'
C54	50.00'	241.19'	276°22'46"	N65°53'09"W	66.67'
C55	25.00'	21.03'	048°11'23"	S48°12'33"W	20.41'
C56	25.00'	37.66'	086°19'18"	S13°20'06"E	34.20'
C57	25.00'	41.12'	094°14'43"	N76°22'53"E	36.64'
C58	25.00'	41.18'	094°23'15"	N09°18'08"W	36.68'
C59	25.00'	37.36'	085°36'45"	S80°41'52"W	33.98'
C60	25.00'	15.77'	036°07'52"	S44°42'51"W	15.51'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C61	50.00'	239.25'	274°09'28"	N74°17'58"W	68.10'
C62	25.00'	26.07'	059°44'13"	N01°30'35"W	24.90'
C63	25.00'	39.27'	090°00'00"	S47°47'43"E	35.36'
C64	25.00'	39.27'	090°00'00"	N42°12'17"E	35.36'
C65	25.00'	39.27'	090°00'00"	S42°12'17"W	35.36'
C66	25.00'	39.27'	090°00'00"	N47°47'43"W	35.36'
C67	25.00'	13.08'	029°58'51"	S77°48'17"E	12.93'
C68	50.00'	140.12'	160°34'05"	S36°54'08"W	98.57'
C69	25.00'	17.71'	040°35'14"	N23°05'20"W	17.34'
C70	25.00'	39.27'	090°00'00"	S42°12'17"W	35.36'
C71	25.00'	39.27'	090°00'00"	N42°12'17"E	35.36'
C72	25.00'	39.27'	090°00'00"	N47°47'43"W	35.36'
C73	35.00'	54.98'	090°00'00"	S47°47'43"E	49.50'
C74	35.00'	54.98'	090°00'00"	S42°12'17"W	49.50'
C75	25.00'	13.29'	030°27'58"	N12°26'16"E	13.14'
C76	50.00'	131.71'	150°55'56"	S47°47'43"E	96.80'
C77	25.00'	13.29'	030°27'58"	S71°58'18"W	13.14'
C78	25.00'	39.27'	090°00'00"	S47°47'43"E	35.36'
C79	25.00'	37.98'	087°02'36"	N49°16'25"W	34.43'
C80	25.00'	36.71'	084°07'49"	N45°08'22"E	33.50'
C81	25.00'	17.39'	039°51'25"	N17°07'59"E	17.04'
C82	50.00'	148.10'	169°42'49"	S47°47'43"E	99.60'
C83	25.00'	39.27'	090°00'00"	S47°47'43"E	35.36'
C84	25.00'	17.39'	039°51'25"	S67°16'35"W	17.04'
C85	25.00'	60.30'	138°11'23"	N18°06'36"E	46.71'
C86	50.00'	241.19'	276°22'46"	S87°12'17"W	66.67'
C87	25.00'	60.30'	138°11'23"	S23°42'02"E	46.71'
C88	25.00'	38.45'	088°07'15"	N26°04'05"W	34.77'
C89	25.00'	37.33'	085°33'36"	N67°31'06"E	33.96'
C90	25.00'	43.55'	099°49'05"	S37°17'45"W	38.25'
C91	50.00'	140.46'	160°57'07"	S37°17'33"W	98.62'
C92	25.00'	13.34'	030°33'49"	S77°30'48"E	13.18'
C93	25.00'	40.94'	093°49'21"	N30°33'46"E	36.51'
C94	25.00'	40.94'	093°49'21"	S63°15'35"E	36.51'
C95	25.00'	37.15'	085°08'03"	N19°52'11"E	33.82'
C96	25.00'	37.12'	085°04'47"	S65°09'25"E	33.81'
C97	25.00'	35.59'	081°34'24"	N48°38'15"E	32.66'
C98	25.00'	38.82'	088°57'34"	S35°38'34"E	35.03'
C99	25.00'	18.63'	042°41'24"	N51°21'16"W	18.20'
C100	50.00'	147.10'	168°34'00"	N65°42'27"E	99.50'
C101	25.00'	18.63'	042°41'24"	S02°46'09"W	18.20'
C102	25.00'	36.30'	083°11'11"	N65°42'27"E	33.19'
C103	25.00'	21.03'	048°11'23"	S48°12'33"W	20.41'
C104	25.00'	21.03'	048°11'23"	N00°01'10"E	20.41'
C105	50.00'	241.19'	276°22'46"	N65°53'09"W	66.67'
C106	25.00'	33.81'	077°29'08"	S88°46'58"W	31.29'

RESERVE AREA TABLE			
RESERVE LETTER	AREA (SQ FT)	AREA (AC)	USAGE
A	19492.25	0.4475	1
B	21942.81	0.5037	1
C	3938.96	0.0904	1
D	3334.41	0.0765	1
E	8957.76	0.2056	1
F	15965.06	0.3665	1
G	6631.25	0.1522	1
TOTAL	80262.50	1.8424	

USAGE NOTES:  
1. RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°25'37"E	50.00'
L2	N82°53'09"E	126.85'
L3	S02°47'43"E	42.65'
L4	N87°12'17"E	99.22'
L5	N31°26'02"E	64.66'
L6	S73°24'39"E	39.63'
L7	S20°53'09"E	98.99'
L8	S65°53'09"E	24.00'
L9	S23°27'11"W	100.01'
L10	N78°38'17"W	105.20'
L11	N88°28'05"W	70.27'
L12	S84°17'36"W	44.97'
L13	S76°45'12"W	44.97'
L14	S69°42'24"W	45.00'
L15	S65°13'10"W	56.33'
L16	S68°35'20"W	56.33'
L17	S71°44'24"W	67.52'
L18	S77°00'48"W	73.36'
L19	S80°22'59"W	56.33'
L20	S83°17'22"W	56.35'
L21	S73°53'00"W	50.00'
L22	N53°39'05"W	5.50'
L23	N52°42'15"W	5.00'
L24	N24°17'33"W	10.00'
L25	N04°34'02"E	23.44'
L26	N24°06'51"E	13.31'
L27	N22°54'47"W	46.43'
L28	N16°20'54"W	124.10'
L29	N67°01'18"W	9.16'
L30	N68°37'47"W	41.98'
L31	N42°12'17"E	10.00'
L32	N02°47'43"W	143.55'
L33	N68°31'46"E	20.00'
L34	N33°28'19"W	20.00'
L35	N13°18'35"W	20.00'
L36	N69°05'24"E	20.74'
L37	N22°44'54"W	14.59'
L38	N87°06'41"E	20.00'
L39	N24°06'51"E	45.28'
L40	N38°49'17"W	20.00'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N01°07'17"W	92.26'
L42	N09°29'11"E	68.44'
L43	N21°47'25"E	68.73'
L44	N33°55'52"E	68.75'
L45	N16°45'23"W	92.20'
L46	S11°15'19"E	64.15'
L47	S03°04'48"E	64.15'
L48	S05°05'43"W	64.15'
L49	S12°34'15"W	57.11'
L50	N18°11'41"E	63.37'
L51	N24°30'52"E	79.95'
L52	N32°08'00"E	95.52'
L53	N83°18'40"W	47.09'
L54	S65°01'53"E	48.33'
L55	N29°38'35"E	108.72'
L56	N24°54'56"E	99.54'
L57	N29°33'01"E	71.06'
L58	N26°02'31"E	55.94'
L59	N15°25'55"E	92.68'
L60	N24°06'51"E	118.87'

FINAL PLAT NOTES:

- THE PRELIMINARY PLAT WAS APPROVED BY BRAZORIA COUNTY ON 09/12/2018
- THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 53 BOUNDARY.
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013769.
- BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
- SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND SHALL BEAR REFERENCE CAPS AS INDICATED.
- ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "MANHARD PROPERTY CORNER".
- BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
- THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0115K, DATED DECEMBER 30, 2020.
- EACH LOT SHALL BE RESTRICTED TO A SINGLE-FAMILY RESIDENTIAL USE.
- SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
- ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
- ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
- ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
- THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
- THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
- SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
- ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
- ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 53.
- THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
- NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
- ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
- ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
- SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
- A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
- OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.

FINAL PLAT  
SIERRA VISTA WEST  
SEC 4

A SUBDIVISION OF 62.78 ACRES OF LAND  
OUT OF



STATE OF TEXAS §  
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 62.78 acre (2,734,539 square feet) tract of land situated in the Lavaca Navigation Company Survey, Abstract No. 329 in Brazoria County, Texas, being a portion of the remainder of a called 501.92 acre tract conveyed to McAllister Opportunity Fund III, L.P. by Special Warranty Deed recorded in Clerk's File No. 2017063409, Brazoria County Official Public Records; said 62.78 acre (2,734,539 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8–inch iron rod (with cap stamped "Baseline") found, being the northwest corner of a called 118.2635 acre tract (Tract 1) conveyed to Land Tejas Sierra Vista West, LLC by Special Warranty Deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, being the southwest corner of a called 190.484 acre tract conveyed to Fred and Norma Coogan Family Partnership, Ltd. by Warranty Deed recorded in Clerk's File No. 2002050042, Brazoria County Official Public Records, and being on the east line of a called 8.78 acre tract conveyed to The South Texas Water Company by Deed recorded in Clerk's File No. 2019022661, Brazoria County Deed Records, from which a 5/8–inch iron rod (with cap) found bears North 86°28'56" East, 5,688.04 feet;

THENCE, South 02°47'43" East, 1,197.15 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being a northwest corner of the remainder of said called 501.92 acre tract, being the southwest corner of said called 118.2635 acre tract (Tract 1), being on the east line of said called 8.78 acre tract, and being the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, along a north line of the remainder of said called 501.92 acre tract and the south line of said called 118.2635 acre tract (Tract 1), the following twelve (12) bearings and distances:

- North 87°12'17" East, 842.95 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- North 86°25'37" East, 50.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the beginning of a non–tangent curve to the left;
- Along said non–tangent curve to the left in a northerly direction, having a radius of 525.00 feet, a central angle of 03°32'30", an arc length of 32.45 feet, and a chord bearing North 05°20'38" West, 32.45 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- North 82°53'09" East, 126.85 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- South 02°47'43" East, 42.65 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- North 87°12'17" East, 99.22 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- South 77°47'13" East, 206.45 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- North 31°26'02" East, 64.66 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- North 87°12'17" East, 154.65 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- South 73°24'39" East, 39.63 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- South 65°53'09" East, 958.07 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;
- South 20°53'09" East, 98.99 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 65°53'09" East, 24.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being a northeast corner of the remainder of said called 501.92 acre tract, being the most southerly corner of said called 118.2635 acre tract (Tract 1), being on the west line of a called 4.5169 acre tract (Tract 4) conveyed to Land Tejas Sierra Vista West, LLC by Special Warranty Deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, and being the northeast corner of the herein described tract;

THENCE, South 24°06'51" West, 313.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract, being on the west line of said called 4.5169 acre tract (Tract 4), and being the beginning of a tangent curve to the right;

THENCE, along said tangent curve to the right in a westerly direction, having a radius of 30.00 feet, a central angle of 90°00'00", an arc length of 47.12 feet, and a chord bearing South 69°06'51" West, 42.43 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract and being on the west line of said called 4.5169 acre tract (Tract 4);

THENCE, South 23°27'11" West, 100.01 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract, being on the west line of said called 4.5169 acre tract (Tract 4), and being the beginning of a non–tangent curve to the right;

THENCE, along said non–tangent curve to the right in a southerly direction, having a radius of 29.96 feet, a central angle of 88°13'15", an arc length of 46.14 feet, and a chord bearing South 21°50'33" East, 41.71 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract, being on the west line of said called 4.5169 acre tract (Tract 4), and being the beginning of a reverse curve to the left;

THENCE, along said reverse curve to the left in a southerly direction, having a radius of 2,015.13 feet, a central angle of 10°58'23", an arc length of 385.93 feet, and a chord bearing South 16°46'53" West, 385.34 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on an east line of the remainder of said called 501.92 acre tract, being on the west line of said called 4.5169 acre tract (Tract 4), and being the southeast corner of the herein described tract;

THENCE, North 78°38'17" West, 105.20 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 72°41'58" West, 391.08 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 88°28'05" West, 70.27 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 84°17'36" West, 44.97 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 76°45'12" West, 44.97 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 69°42'24" West, 45.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 62°32'08" West, 150.09 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 65°13'10" West, 56.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 68°35'20" West, 56.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 71°44'24" West, 67.52 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 77°00'48" West, 73.36 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 80°22'59" West, 56.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 83°17'22" West, 56.35 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 87°12'17" West, 572.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 73°53'00" West, 50.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the beginning of a non–tangent curve to the right;

THENCE, along said non–tangent curve to the right in a northerly direction, having a radius of 1,782.00 feet, a central angle of 03°37'41", an arc length of 112.84 feet, and a chord bearing North 14°18'10" West, 112.82 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the beginning of a reverse curve to the left;

THENCE, along said reverse curve to the left in a northerly direction, having a radius of 25.00 feet, a central angle of 30°41'41", an arc length of 13.39 feet, and a chord bearing North 27°50'10" West, 13.23 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the beginning of a reverse curve to the right;

THENCE, along said reverse curve to the right in a northerly direction, having a radius of 50.00 feet, a central angle of 75°27'01", an arc length of 65.84 feet, and a chord bearing North 05°27'30" West, 61.19 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 57°44'00" West, 178.32 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 83°28'39" West, 144.99 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on a west line of the remainder of said called 501.92 acre tract, being on the east line of a called 3.6923 acre tract (Tract 2) conveyed to Land Tejas Sierra Vista West, LLC by Special Warranty Deed recorded in Clerk's File No. 2019027076, Brazoria County Official Public Records, corrected by Correction Affidavit as to a Recorded Original Instrument recorded in Clerk's File No. 2019029817, Brazoria County Official Public Records, being the southwest corner of the herein described tract, and being the beginning of a non–tangent curve to the right;

THENCE, along said non–tangent curve to the right in a northerly direction, having a radius of 2,057.45 feet, a central angle of 03°43'54", an arc length of 134.01 feet, and a chord bearing North 04°39'32" West, 133.98 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the most northerly corner of said called 3.6923 acre tract (Tract 2), being on a west line of the remainder of said called 501.92 acre tract, and being on the east line of said called 8.78 acre tract;

THENCE, North 02°47'43" West, 938.93 feet to the POINT OF BEGINNING, CONTAINING 62.78 acre (2,734,539 square feet) of land in Brazoria County, Texas filed in the office of Manhard Consulting, Ltd. in The Woodlands, Texas.

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

We, LAND TEJAS SIERRA VISTA WEST, L.L.C., A Texas Limited Liability Company, acting by and through Al P. Brende, Sole manager, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 62.78 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 4, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back–to–back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back–to–back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back–to–back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Vista West Sec 4 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'–0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, LAND TEJAS SIERRA VISTA WEST, L.L.C., A Texas Limited Liability Company, has caused these presents to be signed by Al P. Brende, Sole Manager, therunto authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAND TEJAS SIERRA VISTA WEST, L.L.C.,  
A Texas Limited Liability Company

By: \_\_\_\_\_  
Al P. Brende  
Sole Manager

This plat is hereby APPROVED by the City of Iowa Colony City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Michael Byrum–Bratsen  
Mayor

\_\_\_\_\_  
Sydney Hargroder

\_\_\_\_\_  
Arnetta Murray

\_\_\_\_\_  
Marquette Greene–Young

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Dinh V. Ho, P.E.

\_\_\_\_\_  
Wil Kennedy

\_\_\_\_\_  
Chad Wilsey

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
David Hurst  
Chairman

\_\_\_\_\_  
Steven Byrum–Bratsen

\_\_\_\_\_  
Les Hosey

\_\_\_\_\_  
Vince Patterson

\_\_\_\_\_  
McLean Barnett

\_\_\_\_\_  
Melanie Hampton

\_\_\_\_\_  
Tim Varlack

STATE OF TEXAS §  
COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Al P. Brende, sole manager of Land Tejas Sierra Vista West, L.L.C., A Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ Day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires \_\_\_\_\_

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

\_\_\_\_\_  
Paul R. Bretherton  
Texas Registration No. 5977

## FINAL PLAT SIERRA VISTA WEST SEC 4

A SUBDIVISION OF 62.78 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

270 LOTS      6 RESERVES      8 BLOCKS

MAY 2021

OWNER/  
DEVELOPER:

LAND TEJAS SIERRA VISTA WEST, LLC.  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783–6702

ENGINEER/  
SURVEYOR:



Tuesday, May 25, 2021

Stan Winter  
Jones Carter  
1575 Sawdust Road, Suite 400  
The Woodlands, TX 77380

**Re: Sierra Vista West Section II Preliminary Plat  
Letter of Recommendation to Approve  
CIOC Project No. SPP 210510-0647  
ALLC Project No. 16007-2-190**

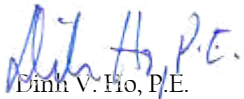
Dear Mr. Winter;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sierra Vista West Section II Preliminary Plat received on or about May 25, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the plat as resubmitted. Please provide ten (10) folded copies of the plat to Kayleen Rosser by no later than May 26, 2021 for consideration at the June 1, 2021 Planning and Zoning Commission.

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

  
Binh V. Ho, P.E.  
TBPE Firm No. 16423

Copy

Cc: Kayleen Rosser, City Secretary ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-190



Line Table		
L	Bearing	Distance
L37	N65°36'43"W	69.74'
L38	N70°51'27"W	69.74'
L39	N76°06'12"W	69.74'
L40	N78°20'56"W	69.74'
L41	N86°35'41"W	69.74'
L42	S86°09'35"W	69.74'
L43	S82°54'50"W	69.74'
L44	S77°44'05"W	69.74'
L45	S72°25'21"W	69.74'
L46	S67°10'36"W	69.74'
L47	S55°55'52"W	69.74'
L48	S56°41'07"W	69.74'
L49	S51°26'22"W	69.74'
L50	S48°7'33"W	181.56'
L51	S51°46'56"W	53.19'
L52	S55°44'52"W	117.60'
L53	S71°41'27"W	143.28'
L54	S78°30'27"W	55.33'
L55	S85°10'30"W	56.40'
L56	S87°0'30"W	139.97'
L57	N65°53'09"W	37.00'
L58	S69°04'38"W	98.93'
L59	N65°3'09"W	24.00'
L60	S57°11'04"E	228.02'
L61	S76°55'53"E	244.44'
L62	S82°25'45"E	71.59'
L63	S88°17'05"E	71.57'
L64	N86°34'40"E	65.05'
L65	N85°54'30"E	409.59'
L66	S04°05'20"E	208.09'
L67	N87°23'17"E	356.52'
L68	N87°23'17"E	21.26'
L69	S02°36'43"E	27.25'
L70	S25°35'30"E	40.00'
L71	N47°36'47"E	292.58'
L72	S20°35'30"W	24.30'

Curve Table						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	185.00'	40°17'46"	130.11'	N44°15'44"E	127.45'	67.88'
C2	110.00'	50°27'14"	96.86'	N39°11'00"E	93.77'	51.83'
C3	185.00'	40°17'46"	130.11'	N34°06'16"E	127.45'	67.88'
C4	2460.00'	8°34'33"	368.25'	N58°32'28"E	367.91'	184.47'
C5	500.00'	6°16'33"	54.77'	N65°58'03"E	54.74'	27.41'
C6	35.00'	82°16'29"	50.26'	S69°04'26"E	46.05'	30.57'
C7	1860.00'	30°04'18"	976.22'	S44°06'09"E	965.06'	499.63'
C8	1740.00'	38°10'25"	1159.28'	S43°03'06"E	1137.96'	602.08'
C9	940.00'	18°11'42"	298.51'	S15°23'03"E	297.25'	150.52'
C10	25.00'	90°09'29"	39.34'	S42°18'33"W	35.40'	25.07'
C11	35.00'	89°58'48"	54.97'	N47°36'07"W	49.39'	34.99'

1. Slab elevations (finished floor) shall be set at or above the minimum slab elevations defined in this plot.
2. All drainage easements shown herein shall be kept clear of fences, buildings, foundations, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. The property subdivided in the foregoing plot lies within Brazoria County Drainage District #5
5. This subdivision employs a drainage system, which utilizes streets and adjacent properties to store and convey storm water. Thus, during storm events, ponding of water should be expected to occur in the subdivision.
6. Other than shown herein, there are no pipeline easements, or pipelines within the boundaries of this plot.
7. All storm water drainage pipes, culverts, or other (includes driveway culverts) will be a minimum 24" I.D. or equal.
8. No Building Permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
9. Approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
10. Subdivision is located in Zone "X" with no base flood zone elevation required. This information is based on Brazoria County FIRM Community Map 48039C, Panel 115K, dated December 30, 2020.
11. All bearings based on the Texas State Plane Coordinate System, South Central Zone.
12. All coordinates shown herein are surface and may be converted to the Texas State Plane Coordinate System, South Central Zone, NAD 83 Grid Coordinates by applying the following scale factor: 0.99857950.
13. Monuments set as exterior boundary markers will be set with a minimum of five eights (5/8) inch iron rod or three quarters (3/4) inch iron pipe at least thirty six (36) inches long, encased in concrete for a minimum of eighteen inches below the surface of the ground.
14. All permanent reference monuments ("PRM") will be set at all boundary line angle points, block corners, angle points, points of curvature, and at intervals not to exceed one thousand (1,000) feet. Permanent reference monuments shall conform to the Texas professional land surveying practices and the general rules of procedures and practices.
15. All monuments will be set to the standard of the Texas society of professional land surveying practices act and the general rules of procedures and practices of the Texas board of professional land surveying and shall bear reference caps as indicated.
16. Interior lot corner monuments will be set with a minimum of five eights (5/8) inch iron rod at least thirty six (36) inches in length.
17. All streets shall be constructed in accordance with the city's design criteria.
18. All water and wastewater facilities shall conform to the city's design criteria.
19. A minimum of five (5) foot wide sidewalk shall be required along both spine roads, or a minimum of six(6) foot wide sidewalk shall be required along 1 side, and a minimum of four (4) foot wide sidewalks shall be required along streets within the residential section and shall conform to the city's design criteria.
20. All easements are centered on lot lines unless otherwise shown.
21. This tract lies within Brazoria County MUD No. 53.
22. The plot is subject to the approved Development Agreement for Sierra Vista West between the City of Iowa Colony and Land Tejas Sterling Lakes South, LLC dated 11/7/2019.
23. All offsite easements to be dedicated by separate instrument.
24. One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent property, the condition of this dedication being that when the adjacent property is subdivided in a recorded subdivision plat, the one-foot reserve shall thereupon become vested in the public for their right-of-way purposes and the fee title thereto shall revert to and revert in the dedicatior, his heirs, assigns or successors.

# SIERRA VISTA WEST

## SEC 11

**A SUBDIVISION OF 72.86 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY SECTION 1, A-329,  
BEING A PARTIAL REPLAT OF NICHOLS AND KIRKPATRICK FIG CO.  
SUBDIVISION VOL 3, PG. 66, P.R.B.C.T.  
BRAZORIA COUNTY, TEXAS**

## 2 RESERVES

## 2 BLOCKS

MAY 2021

PLANNER:



SURVEYOR:  
**BASLINE CORPORATION**  
1750 SEAMIST DR  
STE 160  
HOUSTON, TX 77008

ENGINEER:  
**ELEVATION LAND SOLUTIONS**  
BUILDING 4  
2445 TECHNOLOGY FOREST BLVD STE 200  
THE WOODLANDS, TX 77381

OWNER/ DEVELOPER:  
**LAND TEJAS SIERRA VISTA WEST, LLC**  
 A TEXAS LIMITED LIABILITY COMPANY  
 2450 FONDREN, STE 210  
 HOUSTON, TX 77063



Wednesday, June 16, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

**Re: Merdiana Commercial Section 68 Storm Water and Paving Facilities  
Brazoria County Municipal Utility District No. 55  
Recommendation for Acceptance into One Year Maintenance Period  
City of Iowa Colony Project No. CSW 210128-0096  
Adico, LLC Project No. 16007-4-343**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Commercial Section 68 Storm Water and Paving facilities. The final inspection was held June 14, 2021, and all punch list items completed on or about June 16, 2021.

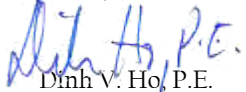
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Storm and Paving facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 21, 2021, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC



Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-4-343

# Engineers Certificate of Completion

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

**Name of District:**

Brazoria County Municipal Utility District No. 55

**Owner of property, if other than District:**

GR-M1, Ltd.

**Kind of project, contract identification:**

Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight

**Name of contractor:**

Triple B Services, L.L.P.

**Name of consulting engineer:**

Edminster, Hinshaw, Russ & Associates, Inc.

**Address of consulting engineer:**

10011 Meadowglen Lane, Houston, Texas 77042

I certify this project was at least 95% complete on June 14, 2021; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Jared R. Bowlin, P.E., a Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

Signed and Sealed,

Jared R. Bowlin

Jared R. Bowlin, P.E.  
Registration No. 103429



Jared R. Bowlin

06/15/2021



**CITY OF IOWA COLONY  
MAINTENANCE BOND**

I. The following terms shall have the following meanings in this document:

a. Bond Number: 58S213951

b. Principal: Triple B Services, L.L.P.

c. Surety:

Name: Liberty Mutual Insurance Company

State Where Surety is Incorporated: Massachusetts

d. Oblige(e)s: Brazoria County Municipal Utility District No. 55; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Oblige(e), so leave this line blank.)

If there is more than one Oblige(e), then the terms "Oblige(e)" and "Obligees" shall mean any and all Oblige(e)s hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: \_\_\_\_\_

Parties: Principal and Brazoria County Municipal Utility District No. 55

Subdivision involved: Meridiana Commercial, Section Sixty Eight

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):  
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$890,857.40

g. Maintenance Period:

Starting Date of Maintenance Period: \_\_\_\_\_

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
2. Principal has entered into the Contract.
3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: \_\_\_\_\_

SURETY:  
Liberty Mutual Insurance Company

PRINCIPAL:  
Triple B Services, L.L.P.

820 Old Atascocita Road  
Huffman, Texas 77336  
281-324-3264

By:   
Signature

Lauren O. Moudy  
Print or Type Signer's Name

Attorney in Fact  
Signer's Title

By:   
Signature

Donna Burke  
Print or Type Signer's Name

Sr. Project Administrator  
Signer's Title

ATTACH POWER OF ATTORNEY





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202692 - 971801**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Britt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Lacey Mayfield, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY SS

On this 5th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call  
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FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
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FAX # (512) 490-1007  
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E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



# BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

## PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA COMMERCIAL SECTION SIXTY EIGHT IOWA COLONY, TEXAS

PRINTED  
JUN 03 2021

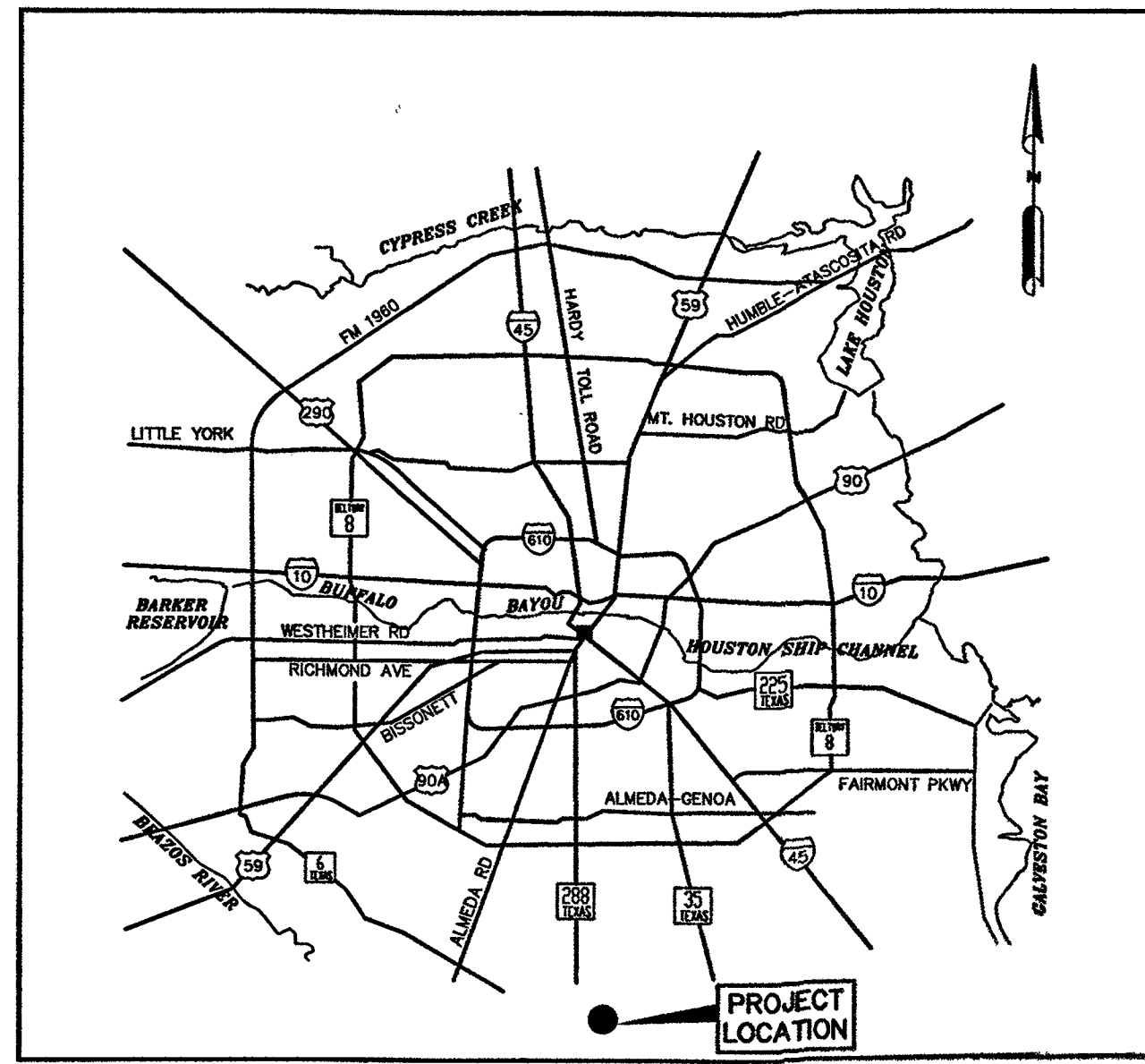
"AS BUILT"

RECORD DRAWINGS

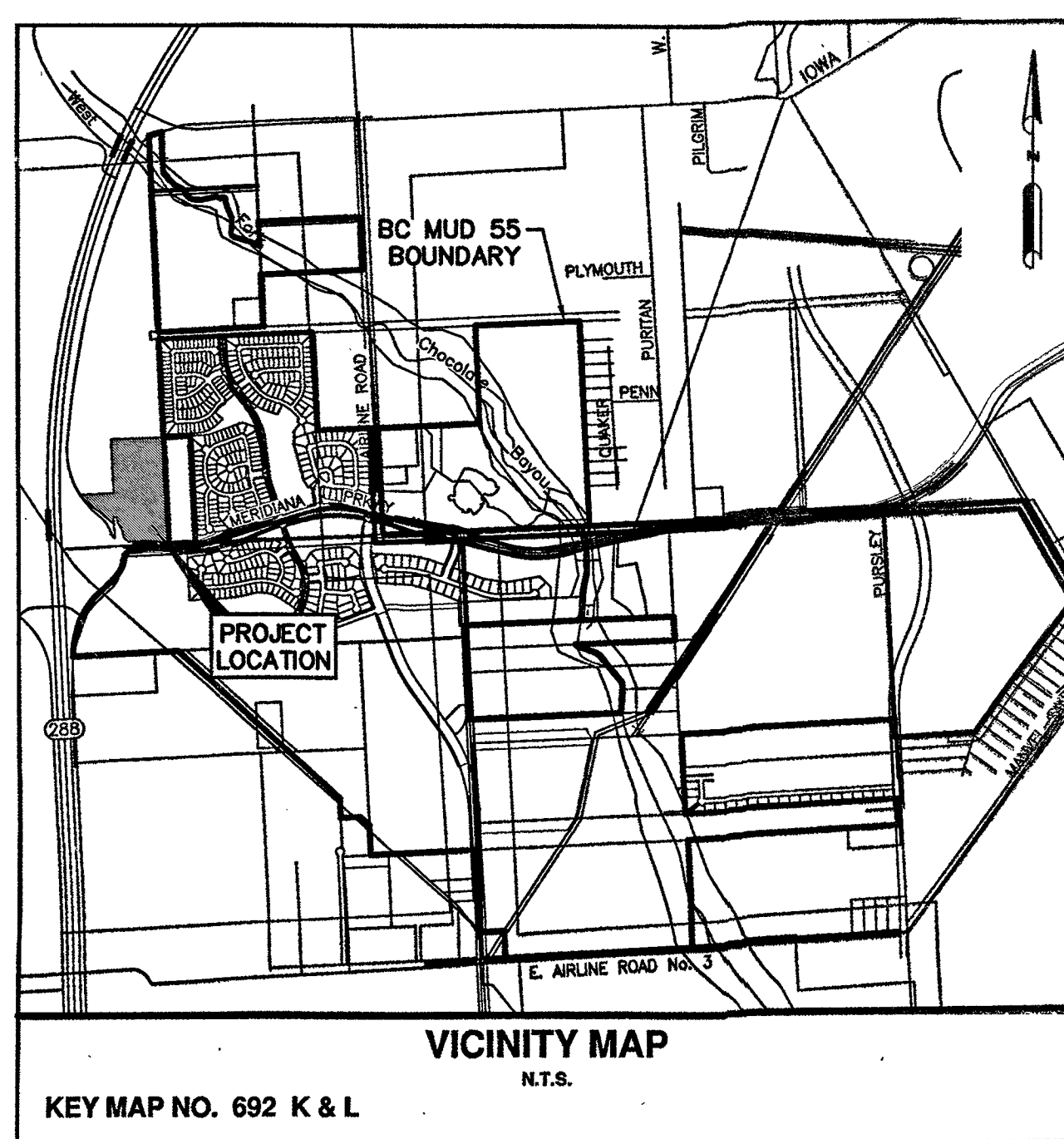
P.C.T.S. BY:  
B. HUBBARD  
C. OKOT  
6-9-21  
*[Signature]*

Checked-Gen  
6/10/21  
*[Signature]*

6.14.21



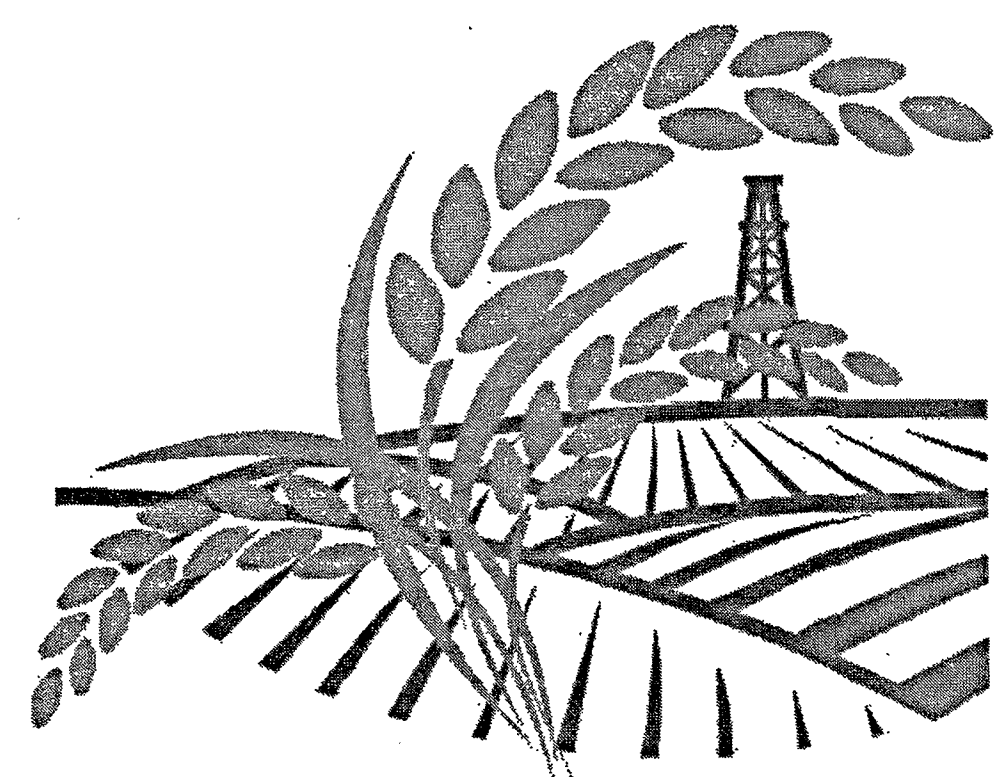
LOCATION MAP  
N.T.S.



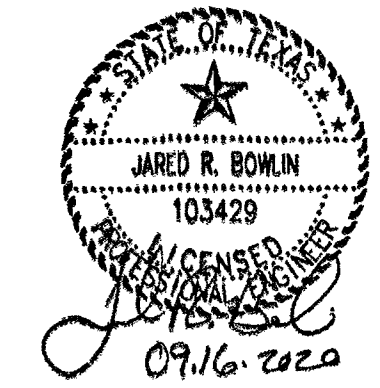
VICINITY MAP  
N.T.S.

KEY MAP NO. 692 K & L

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Sheet Number	Sheet Title
GENERAL	
1	COVER SHEET
2	GENERAL NOTES
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3	PAVING, SIGNAGE AND DRAINAGE AREA MAP
4	DRAINAGE CALCULATIONS
5	WATER DISTRIBUTION AND WASTE WATER COLLECTION SYSTEM
6	STORM WATER POLLUTION PREVENTION PLAN
7	GRADING PLAN
8	TRAFFIC CONTROL PHASING 1 & 2 PLAN
9	TRAFFIC CONTROL PHASING 3 & 4 PLAN
PLAN AND PROFILES	
10	SABER POWER LANE STA 0+00 TO 9+60
11	SABER POWER LANE STA 9+60 TO END
12	ACCESS ROAD, SANITARY SEWER LATERAL "A" & STORM SEWER OUTFALL
13	STORM SEWER LATERALS "A", "B", AND "C"
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16	PAVING DETAILS (SHEET 3 OF 4)
17	PAVING DETAILS (SHEET 4 OF 4)
18	WATER DETAILS (SHEET 1 OF 2)
19	WATER DETAILS (SHEET 2 OF 2)
20	SANITARY SEWER DETAILS (SHEET 1 OF 3)
21	SANITARY SEWER DETAILS (SHEET 2 OF 3)
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23	STORM SEWER DETAILS (SHEET 1 OF 5)
24	STORM SEWER DETAILS (SHEET 2 OF 5)
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27	STORM SEWER DETAILS (SHEET 5 OF 5)
28	STORM WATER POLLUTION PREVENTION DETAILS
29	TRAFFIC CONTROL PLAN DETAILS
30	PAVEMENT MARKING DETAILS



# CITY OF IOWA COLONY



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
<i>Michael B. Brann</i> MICHAEL BYRON BRANN, MAYOR	12/18/2020 DATE
<i>[Signature]</i> JARED R. BOHM, CITY ENGINEER	12/18/2020 DATE
CITY OF IOWA COLONY	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

NOTE:  
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR INSPECTIONS@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

CALL BEFORE YOU DIG!  
TEXAS ONE CALL PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG, DRILL,  
OR BLAST - STOP CALL  
Texas One Call System  
1-800-344-8377  
(713)223-4567 (IN HOUSTON)

**EHRA**  
ENGINEERING THE FUTURE  
SINCE 1936  
10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300

SEPTEMBER 2020

CIOC Project No. EPR2-200813-0899  
Adico, LLC Project No. 16007-3-246

P-3988

SHEET 1 OF 30 SHEETS

UTILITY AND PAVING TO SERVE POD 68 P-3988

P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\1 Cover Sheet (P-3988).dwg Sep 16, 2020 8:54am Edited by: zschmidt



Wednesday, June 16, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

**Re: Merdiana Commercial Section 68 Water Distribution and Wastewater Collection Facilities  
Brazoria County Municipal Utility District No. 55  
Recommendation for Approval into One Year Maintenance Period  
City of Iowa Colony Project No. CSW 210128-0096  
Adico, LLC Project No. 16007-4-343**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Commercial Section 68 Water Distribution and Wastewater Collection facilities. The final inspection was held June 14, 2021, and with all punch list items completed on or about June 16, 2021.

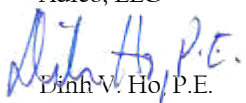
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Water Distribution and Wastewater Collection facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 21, 2021, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

  
Binh W. Ho, P.E.  
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-4-343

# Engineers Certificate of Completion

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

**Name of District:**

Brazoria County Municipal Utility District No. 55

**Owner of property, if other than District:**

GR-M1, Ltd.

**Kind of project, contract identification:**

Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight

**Name of contractor:**

Triple B Services, L.L.P.

**Name of consulting engineer:**

Edminster, Hinshaw, Russ & Associates, Inc.

**Address of consulting engineer:**

10011 Meadowglen Lane, Houston, Texas 77042

I certify this project was at least 95% complete on June 14, 2021; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Jared R. Bowlin, P.E., a Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

Signed and Sealed,

Jared R. Bowlin

Jared R. Bowlin, P.E.  
Registration No. 103429



Jared R. Bowlin

06/15/2021

**CITY OF IOWA COLONY  
MAINTENANCE BOND**

I. The following terms shall have the following meanings in this document:

a. Bond Number: 58S213951

b. Principal: Triple B Services, L.L.P.

c. Surety:

Name: Liberty Mutual Insurance Company

State Where Surety is Incorporated: Massachusetts

d. Oblige(e)s: Brazoria County Municipal Utility District No. 55; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Oblige(e), so leave this line blank.)

If there is more than one Oblige(e), then the terms "Oblige(e)" and "Obligees" shall mean any and all Oblige(e)s hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: \_\_\_\_\_

Parties: Principal and Brazoria County Municipal Utility District No. 55

Subdivision involved: Meridiana Commercial, Section Sixty Eight

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):  
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$890,857.40

g. Maintenance Period:

Starting Date of Maintenance Period: \_\_\_\_\_

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
2. Principal has entered into the Contract.
3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
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DATED: \_\_\_\_\_

SURETY:  
Liberty Mutual Insurance Company

PRINCIPAL:  
Triple B Services, L.L.P.

820 Old Atascocita Road  
Huffman, Texas 77336  
281-324-3264

By:   
Signature

Lauren O. Moudy  
Print or Type Signer's Name

Attorney in Fact  
Signer's Title

By:   
Signature

Donna Burke  
Print or Type Signer's Name

Sr. Project Administrator  
Signer's Title

ATTACH POWER OF ATTORNEY





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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The Ohio Casualty Insurance Company  
West American Insurance Company

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Liberty Mutual Insurance Company  
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West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY SS

On this 5th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

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By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



# BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

## PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA COMMERCIAL SECTION SIXTY EIGHT IOWA COLONY, TEXAS

PRINTED  
JUN 03 2021

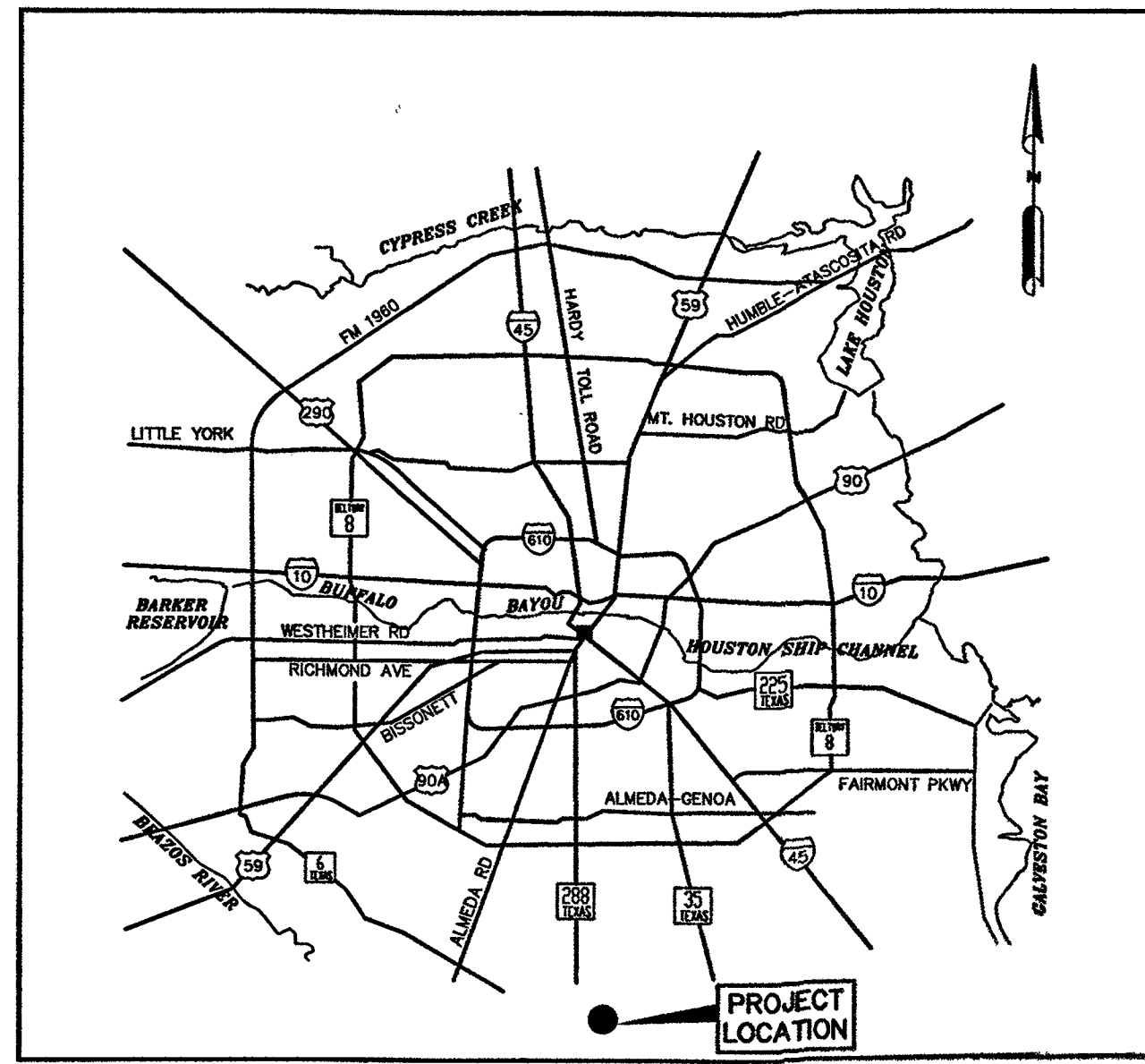
"AS BUILT"

RECORD DRAWINGS

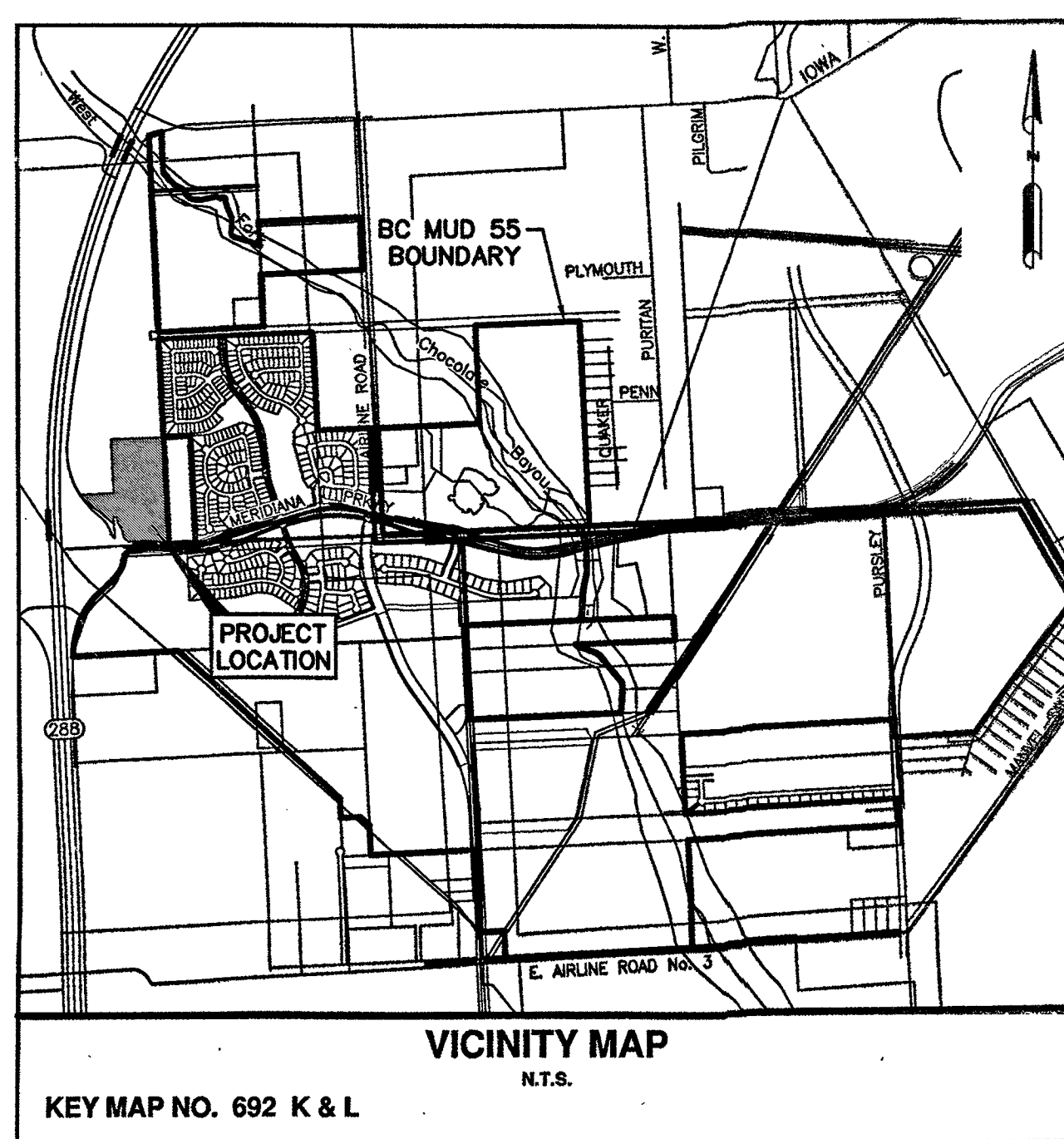
P.C.T.S. BY:  
B. HUBBARD  
C. OKOT  
6-9-21  
*[Signature]*

Checked-Gen  
6/10/21  
*[Signature]*

6.14.21

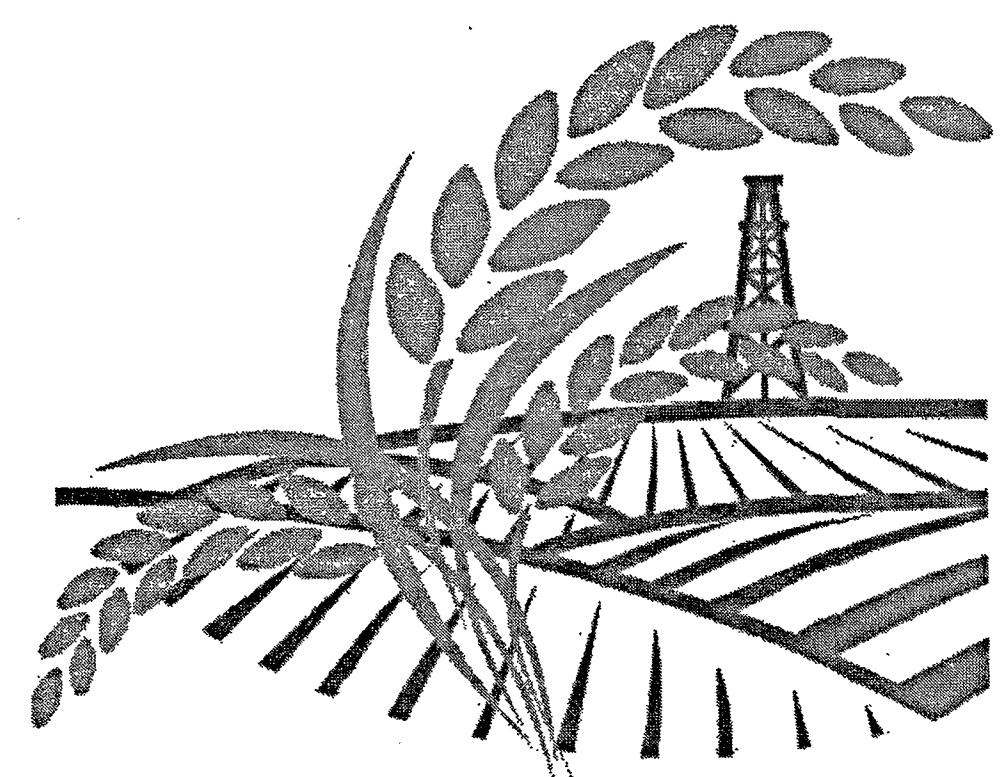


LOCATION MAP  
N.T.S.




VICINITY MAP  
N.T.S.  
KEY MAP NO. 692 K & L

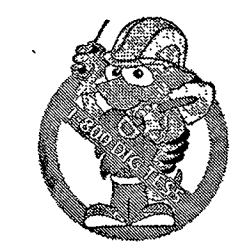
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Sheet Number	Sheet Title
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1	COVER SHEET
2	GENERAL NOTES
LAYOUTS	
3	PAVING, SIGNAGE AND DRAINAGE AREA MAP
4	DRAINAGE CALCULATIONS
5	WATER DISTRIBUTION AND WASTE WATER COLLECTION SYSTEM
6	STORM WATER POLLUTION PREVENTION PLAN
7	GRADING PLAN
8	TRAFFIC CONTROL PHASING 1 & 2 PLAN
9	TRAFFIC CONTROL PHASING 3 & 4 PLAN
PLAN AND PROFILES	
10	SABER POWER LANE STA 0+00 TO 9+60
11	SABER POWER LANE STA 9+60 TO END
12	ACCESS ROAD, SANITARY SEWER LATERAL "A" & STORM SEWER OUTFALL
13	STORM SEWER LATERALS "A", "B", AND "C"
DETAILS	
14	PAVING DETAILS (SHEET 1 OF 4)
15	PAVING DETAILS (SHEET 2 OF 4)
16	PAVING DETAILS (SHEET 3 OF 4)
17	PAVING DETAILS (SHEET 4 OF 4)
18	WATER DETAILS (SHEET 1 OF 2)
19	WATER DETAILS (SHEET 2 OF 2)
20	SANITARY SEWER DETAILS (SHEET 1 OF 3)
21	SANITARY SEWER DETAILS (SHEET 2 OF 3)
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23	STORM SEWER DETAILS (SHEET 1 OF 5)
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28	STORM WATER POLLUTION PREVENTION DETAILS
29	TRAFFIC CONTROL PLAN DETAILS
30	PAVEMENT MARKING DETAILS



# CITY OF IOWA COLONY



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
<i>[Signature]</i> MICHAEL BYRN BRADEN, MAYOR	12/18/2020 DATE
<i>[Signature]</i> JARED R. BOHM, CITY ENGINEER	12/18/2020 DATE
	
CITY OF IOWA COLONY	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	



CALL BEFORE YOU DIG!  
TEXAS ONE CALL PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG, DRILL,  
OR BLAST - STOP CALL  
Texas One Call System  
1-800-344-8377  
(713)223-4567 (IN HOUSTON)



SEPTEMBER 2020

10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300

ENGINEERING THE FUTURE  
SINCE 1936  
JOB NO. 081-011-68

NOTE:  
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o  
Adico, LLC (Dinh V. Ho, P.E. ☎ 832-895-1093 OR  
INSPECTIONS@adico-llc.com) 48 HOURS BEFORE  
COMMENCING WORK.

CIOC Project No. EPR2-200813-0899  
Adico, LLC Project No. 16007-3-246

P-3988

SHEET 1 OF 30 SHEETS

UTILITY AND PAVING TO SERVE POD 68 P-3988

P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\1. Cover Sheet (P-3988).dwg Sep 16, 2020 8:54am Edited by: zschmidt



**CHANGE ORDER NO. 01**

**DATE OF ISSUANCE:**

**PROJECT:** Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase III

**OWNER:** Land Tejas Sierra Vista West, LLC, obo Brazoria County Municipal

**CONTRACTOR:** Rodriguez Construction Group, LLC

**MANHARD JOB NO.** 610.020009.00

**A. DESCRIPTION OF CHANGES:**

A reduction in Force Main in the quantity of 2,881 linear feet to account for the portion of the force main that will no longer be constructed. Additionally, the Contractor will place 24" Safety End Treatment at proposed culvert crossing at the County Road 64 and Crystal View Drive intersection. The Contractor will also place a 12" external drop assembly on sanitary manhole T-2

**B. REASON FOR CHANGES:**

Due to the accelerated construction of the adjacent sanitary sewer systems (Sierra Vista West Section 4 and Sierra Vista West Section 5), the force main will be able to tie into the proposed gravity sanitary sewer systems to convey flow to the Brazoria County Municipal Utility District No. 53 waste water treatment plant, reducing the required length of the force main. Safety end treatments on the culvert crossing at Crystal View Drive and County Road 64 are required by Brazoria County and are shown in the approved construction plans. Due to a sanitary flow line drop into a manhole, an external drop assembly is required.

**C. CONTRACT PRICE SUMMARY:**

	<u>AMOUNT</u>	<u>PERCENT</u>
Original Contract Amount:	\$ 1,630,400.00	
Previous Change Orders	\$ -	
This Change Order	\$ (74,245.35)	-4.6%
<b>Contract Amount:</b>	<b>\$ 1,556,154.65</b>	

**D. CHANGE IN CONTRACT TIME SUMMARY:**

**NOTICE TO PROCEED DATE:** November 2, 2020

	<u>DURATION</u>	<u>COMPLETION DATE</u>
Original Contract Time:	90 Days	January 31, 2021
Previous Change Orders	0 Days	
This Change Order	0 Days	
<b>Contract Time:</b>	<b>90 Days</b>	<b>January 31, 2021</b>



**E. RECOMMENDED BY ENGINEER**

David L. Doran  
David L Doran, P.E, CCM  
Director of Construction Management

December 3, 2020

Date

**F. ACCEPTANCE BY CONTRACTOR**

Contractor agrees to perform change(s) included in this Change Order for the price and time

Roy Rodriguez  
Signature

12/03/2020  
Date

ROY RODRIGUEZ  
Printed Name

PRESIDENT  
Title

**G. ACCEPTANCE BY DEVELOPER**

ALP Brenne  
Signature  
ALP Brenne  
Printed Name

12/3/20  
Date  
MGR  
Title

**H. ACCEPTANCE BY OWNER**

Robert Serrett  
Signature  
Robert Serrett  
Printed Name  
President  
Title

1/9/21  
Date

Bid Item	Description	Unit	Added / Removed Quantity	Unit Price	Change In Contract Amount
<b>NEW ITEMS</b>					
CO1.1	Safety End Treatment for 24" RCP Culvert, Complete in Place. See Sheet 9 of the Construction Plans.	EA	2	\$ 1,500.00	\$ 3,000.00
CO1.2	External 12" sanitary drop assembly for sanitary manhole T-2, Complete in Place. See Sheet 16 of the Construction Plans.	EA	1	\$ 1,550.00	\$ 1,550.00
<b>Quantity Adjustments</b>					
4.	8 - inch Force Main, AWWA C-900 Class 150 pipe, at all depths, including standard bedding, backfill and testing, Complete in Place.	LF	(2,881)	\$ 27.35	\$ (78,795.35)
<b>NET CHANGE IN CONTRACT AMOUNT</b>					<b>\$ (74,245.35)</b>

Copy



Development Services  
Civil Engineering  
Surveying  
Construction Management  
Water Resources Management

November 2, 2020

Mr. Roy Rodriguez  
Rodriguez Construction Group, LLC  
2647 Jo Ann St.  
Stafford, TX 77477

Re: Construction of Water, Sanitary, Drainage and Paving Facilities in  
Crystal View Drive Phase III  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Mr. Rodriguez:

In accordance with the provisions of the Contract General Terms and Conditions, you are hereby notified to commence work on the subject contract within 10 days from November 2, 2020 and are to fully complete within 90 consecutive calendar days in accordance with your contract with a completion date of January 31, 2021.

The contract provides for the assessment of economic disincentives of \$500 for each consecutive calendar day that is required to finish the work after the contract completion date.

Enclosed is your copy of the Contract, Bid Form, Performance and Payment Bonds, and Certificate of Insurance for your records. We are looking forward to working with you on this project. If you have any questions or concerns, please call.

Sincerely,

A handwritten signature in blue ink that reads 'David L. Doran'.

David L. Doran P.E., CCM  
Director of Construction Management

DLD/amk

P:\020 Sierra Vista West Development\009 Crystal View Drive Ph. III WSD & Paving\Documents\Crystal View Drive Phase III - Construction\Contract Documents\Crystal View Drive Phase III WS&D and Paving - Notice to Proceed.docx  
Enclosure/Attachment

Cc: Brazoria County Municipal Utility District No. 53  
TCEQ Houston/Austin

Texas Board of Professional Engineers and Land Surveyors Registration No. F-18141

Manhard Houston · 2445 Technology Forest Blvd, Ste 200, The Woodlands, Texas 77381 · 832.823.2200 · manhard.com

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND  
PAVING FACILITIES  
FOR  
**CRYSTAL VIEW DRIVE**  
**PHASE III**

FOR  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53  
BRAZORIA COUNTY, TX

JANUARY 2020



Brazoria County Key Map: 691 M & R, 692 J & N

Zip Code: 77423

*[Signature]*  
01/22/2020



Texas Board of Professional Engineers Registration No. F-18141

Texas Board of Professional Surveyors Registration No. 10194379

Manhard Consulting • 2445 Technology Forest Blvd, Ste 200, The Woodlands, Texas 77381 • 832.823.2200 • [manhard.com](http://manhard.com)

CRYSTAL VIEW DRIVE PHASE III, BRAZORIA COUNTY, TEXAS



**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS  
FOR**

Construction of Water, Sanitary, Drainage, and Paving Facilities

**TO SERVE**

Crystal View Drive Phase III

**Job No. 610.020009.00**

Brazoria County, Texas

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**GEOTECHNICAL REPORT**

**SPECIFICATIONS**

REFER TO THE LATEST EDITION OF CITY OF HOUSTON STANDARD SPECIFICATIONS  
FOR ITEMS NOT INCLUDED HEREIN.

**INVITATION TO BIDDERS**

Sealed Bids, in duplicate, addressed to Brazoria County Municipal Utility District No. 53, Attention Robert Serrett, President, Board of Directors, will be received at the office of Manhard Consulting, 2445 Technology Forest Blvd. Suite 200, The Woodlands, Texas, 77381, until 2:00 p.m. Local Time, Tuesday, February 4, 2020, and then publicly opened and read for "Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase III for Brazoria County Municipal Utility District No. 53, Brazoria County, Texas"

Scope of Work of the Contract includes the following: construction of approximately 4,400 LF of sanitary sewer, approximately 2,700 LF of water line, and approximately 3,700 LF of storm sewer.

Bids received after the closing time will be returned unopened. A non mandatory pre-bid conference will be held on Tuesday, January 28, 2020, at 2:00 p.m Local Time, at the office Manhard Consulting, 2445 Technology Forest Blvd. Suite 200, The Woodlands, Texas, 77381. Attendance by each prospective bidder or its representative at the pre-bid conference is not mandatory.

Each Bid must be accompanied by a Bid Bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than five percent (5%) of the total amount Bid, as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided, and provide the required insurance certificates within seven (7) days after the date Contract Documents are received by the Contractor.

Copies of the bidding documents may be obtained from [www.CivcastUSA.com](http://www.CivcastUSA.com). Bidders must register on this website in order to view and/or download specifications, plans, soils report, and environmental reports for this Project. There is NO charge to view or download documents.

Reproduction charges will apply according to CivCastUSA rates.

The Owner reserves the right to reject any or all Bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The Successful Bidder, if any, will be the responsible Bidder which in the Board's judgment will be most advantageous to the District and result in the best and most economical completion of the Project.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and/or Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

## INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BIDS.** Unless otherwise directed in the Invitation to Bidders, each Bid shall be submitted, in duplicate, on the bid forms provided or on photocopies of the forms, in conformity with the requirements of the Invitation to Bidders, these instructions, and the instructions printed on the bid form.

All blanks on the bid form shall be completed, typed, or written in ink, and no change shall be made on the bid form or any other of the Contract Documents. All amounts shall be written in figures, with amounts extended and totaled. Minimum unit prices have been established for certain items shown on the bid. See Paragraph 7 of these instructions. If the bidder chooses not to bid on optional items (if any), "No Bid" shall be entered in the bid space. Any Bid may be rejected if it contains any omission, erasure, alteration, addition, irregularity of any kind, or items not called for; if it does not submit prices for each of the items in the bid form; if any of the prices are obviously unbalanced; or if it shall, in any manner, fail to conform to the conditions of the Invitation to Bidders and these Instructions.

The bidder shall sign its Bid in the signature space. If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the Bid is made by an individual, it must be executed by that person; if made by a partnership, it must be executed by one of the partners (and if by a limited partnership, then executed by the general partner); or if made by a corporation, it must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

When applicable, evidence of authority to conduct business as an out-of-state corporation in the State of Texas shall be provided in accordance with the paragraph entitled **QUALIFICATION OF BIDDERS**. State Contractor license number, if any, must also be shown.

The Bid and the Bid Security must be enclosed in a sealed envelope, plainly identified on the outside with the contents (i.e. Bid or Bid Security), the bidder's name, and the job name and number, and addressed to the Owner as prescribed in the Invitation to Bidders.

2. **CONTRACT DOCUMENTS.** The Contract Documents are complementary and must be read together as a whole; what is called for by one is as binding as if called for by all.

Bidders desiring further information or further interpretation of any part of the Contract Documents are hereby obligated to submit a written request online to the [www.CivcastUSA.com](http://www.CivcastUSA.com) system for such information to Engineer not less than **7 calendar days** before the Bid opening. Answers to these requests will be given, in writing, to all bidders as addenda to the Contract, and each addendum will be made a part of the Contract. No explanation or interpretation of the Contract, other than written addenda, shall be binding.

Should a bidder find discrepancies in or omissions from the Contract Documents or should the bidder be in doubt as to any meaning, the bidder is hereby obligated to notify Engineer, so a written

addendum may be sent to all bidders. It is the responsibility of each bidder to determine if it has received all addenda, complete files of which will be maintained at the Engineer's office and the office designated to receive the Bids.

Each bidder shall inform itself fully of the construction and labor conditions under which the Work will be performed and shall be presumed to have inspected the Site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of its obligation to furnish all materials and labor necessary to carry out the provision of the Contract and to complete the Work for the consideration of its Bid.

3. **PRE-BID CONFERENCE.** A Non Mandatory pre-bid conference among Owner, Engineer, prospective bidders, and others will be held to discuss the scope of the Work and to answer questions concerning the Work. No addendum will be issued at this conference, but an addendum will be issued afterwards, if necessary, to answer questions. The Non Mandatory pre-bid conference will be held at the time and place shown in the Invitation to bidders. **Attendance at the pre-bid is not mandatory.**

4. **BID SECURITY.** Each Bid shall be accompanied by a bid bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than 5 percent of the total amount bid (the "Bid Security"), as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided and provide the required insurance certificates within seven(7) days after the date Contract Documents are received by the Contractor. Bid Securities will be returned to all but the three most qualified, responsible bidders within three (3) days after opening of Bids, and the latter's Bid Securities will be returned after complete execution of the Contract. The surety company providing a bid bond must conform to the same requirements for surety companies providing the performance bonds, maintenance bonds and/or payment bonds described below.

5. **BONDS.** The successful bidder must furnish a Performance Bond, a Maintenance Bond and a Payment Bond, each in the sum of 100 percent of the Contract Price, from a surety company holding a permit from the State of Texas to act as surety. Unless otherwise specified, the cost of proving such Bonds shall be included in the bidders total bid amount. The surety company must have a minimum Best Key Rating of "B+" or better. The surety company, the agency and agent issuing the Bonds must be authorized to issue Bonds in Texas in an amount equal to the total Contract Price and such authorization must be recorded in the files of the Texas Department of Insurance. The Bonds must be executed by a duly appointed representative of the surety company licensed by the State of Texas as a General Lines Agent and such licensing must be recorded in the files of the Texas Department of Insurance. If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the rules and regulations of the Treasury Department with respect to performance and payment bonds for federal jobs, including specifically the rules related to underwriting limitation. For contracts over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety on obligations permitted or required under federal law, or have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. If bidder's proposed surety company, agency or agents do not meet the aforementioned requirements, then



Owner may refrain from considering the bidder for Contract award and Owner may require bidder to forfeit the Bid Security.

6. **DELIVERY OF BIDS.** It is each bidder's responsibility to deliver its Bid and Bid Security to the location named in the Invitation to Bidders before the closing time. The fact that a Bid and Bid Security were dispatched will not be considered. The Bid and Bid Security must actually be delivered to be considered.

7. **"OR EQUAL" SUBMISSIONS.** Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance. In preparing his/her proposal, each bidder is expected to include in his/her base Bid the cost of the item so specified. However, in certain Technical Specification sections, manufacturers are listed followed by "or equal." In certain other Technical Specification sections, manufacturers are listed with "or equal" not included. In those items where "or equal" is not included, it is hereby added and understood to be included, even though not specifically stated in each and every Technical Specification. If a Contractor chooses to submit a suggested "or equal" product in lieu of a product by one of the named manufacturers, Owner will evaluate the item to determine if it is an equal. The Contractor is responsible for providing all data required to evaluate an item submitted as a suggested "or equal." Owner's decision on whether an unnamed manufacturer is an "equal" is to be final. No claims for additional cost, time delay, etc. will be accepted if an unnamed manufacturer is submitted by Contractor as a suggested "equal" and Owner decides the item is not "equal."

Contractor must submit list of items to be submitted as a suggested "or equal" at time of bid submission. No additional suggested "or equal" items will be considered after bid opening.

8. **MINIMUM AND EXTRA UNIT PRICE ITEMS.** If the approximate quantity and a minimum unit price have been established for items as shown in the Bid, the bidder may not bid a unit price less than the minimum value; however, it may bid an amount greater than the minimum unit price. If no entry is made in the spaces provided, the minimum unit prices shown shall apply. These Extra Unit Price Items are included to facilitate payment for changes and alterations that may be required to complete the Work. The Work, as provided by the Contract Documents, is described in bid items other than Extra Unit Price Items. When additional Work covered by Extra Unit Price Items is performed, payment will be based on the quantity actually constructed and the unit prices entered in the Bid.

9. **TIME FOR COMPLETION.** Contractor will not be allowed time extensions that are due to (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven (7) hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.

10. QUALIFICATION OF BIDDERS. The apparent most qualified, responsible bidder shall submit to Owner, within **5 calendar days** of notification, either i) a fully completed Contractor's Statement of Qualification or ii) a written statement that the most recently submitted Contractor's Statement of Qualification is accurate, which statement shall be considered in the award of the Contract. Failure to accurately complete the Contractor's Statement of Qualification or to submit the Statement will, at Owner's option, disqualify the bidder from consideration in the award of the Contract. The form of the Contractor's Statement of Qualification is available from Engineer. No other form of Statement of Qualification will be acceptable. Evidence of out-of-state corporation to conduct business in the state in which the Work is to be performed, along with state contractor license number, must also be provided.

11. MODIFICATION AND WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

12. HOUSE BILL 1295 Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the District may not award the contract to a bidder unless the bidder has provided to the District a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the District. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the District prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is Brazoria County Municipal Utility District No. 53; the contract ID number is 610.020013.00; and the description of goods and services is Mass Grading for Phase II Detention. Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

13. AWARD OF CONTRACT. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make award to that bidder, whether because the Bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities and defects in bidding, except time of submitting a Bid. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider, among other things, the qualifications of bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other

data, as may be requested in the Bid Form or prior to the Notice of Award. Alternate bid items will not be considered unless requested in the Bid Form.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for the Work. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents, to Owner's satisfaction.

BY SUBMITTING A BID, EACH BIDDER AUTHORIZES OWNER TO PERFORM ALL INVESTIGATIONS INTO THE BIDDERS BACKGROUND, CAPABILITIES, PRIOR EXPERIENCE AND OTHER FACTORS PERTAINING TO BIDDERS PERFORMANCE OF THE WORK, AS OWNER DEEMS NECESSARY IN ITS SOLE DISCRETION, AND FOR THAT PURPOSE, SUBMISSION OF A BID SHALL ACT AS BIDDERS SPECIFIC AUTHORIZATION TO PERSONS AND ENTITIES CONTACTED BY OWNER IN CONNECTION WITH SUCH INVESTIGATIONS ("EVALUATING PARTIES") TO PROVIDE OWNER WITH THE INFORMATION REQUESTED BY OWNER AND TO DISCUSS AND EXPRESS OPINIONS CONCERNING BIDDER. FURTHER, BY SUBMISSION OF A BID, BIDDER AGREES TO FULLY AND FOREVER WAIVE AND RELEASE ANY CLAIM (KNOWN OR UNKNOWN) IT HAS OR MAY HAVE AGAINST THE OWNER, ENGINEER, DEVELOPER, THE EVALUATING PARTIES AND THEIR RESPECTIVE ATTORNEYS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AND AGENTS ARISING OUT OF OR IN CONNECTION WITH THE: (I) ADMINISTRATION, EVALUATION, OR RECOMMENDATION (OR LACK THEREOF) OF ANY BID; (II) WAIVER OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; AND (III) ACCEPTANCE OR REJECTION OF ANY BIDS AND AWARD OF THE CONTRACT.

Owner reserves the right to award the Bid, at Owner's discretion, based on the amount of the Total Base Bid (without including "Extra Unit Price Items" or "alternate" bid items) or on the amount of the Total Amount Bid (including "Extra Unit Price Items" items or "alternate" bid items), or contract duration, or based on any other combination, means or method determined appropriate by Owner.

If the contract is to be awarded, it will be awarded to the responsible bidder whose evaluation by Owner indicates that the award will be most advantageous to the Owner and result in the best and most economical completion of the Work.

If the contract is to be awarded, Owner will give the successful bidder a notice of award within 60 days after the day of the Bid opening.

Within ten (10) calendar days of receipt from the Owner of the Notice of Award, the successful bidder must submit to the Engineer the original Bonds and all information or other items necessary to complete the Contract Documents, including the Schedule of Completion and Contractor's safety program. The successful bidder must return the fully executed Contract Documents to Engineer within seven (7) calendar days of receipt, or Owner may at its sole discretion disqualify the bid and accept another bid and the bidder shall, at Owner's option, forfeit its bid security.



14. TAXES, LICENSES AND FEES. Certain taxes, licenses, fees and other similar items are part of the cost of the Work and it shall be Contractor's responsibility to familiarize itself with these costs and to observe and comply with the Laws and Regulations relating to the same. The prices, sums, rates and other charges set forth in the Contractor's Bid shall cover and include all such costs. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption, as limited by applicable statute. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any Bid or the Contract Price, and (ii) shall pass on to the Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas Sales and use taxes. Contractor must pay taxes on items that are not exempt.

15. NUMBER OF SIGNED SETS OF DOCUMENTS. The Contract Documents will be prepared in at least five original sets for signature, one for delivery to the successful bidder. Owner will furnish the successful bidder six sets of Plans and Technical Specifications free of charge, and additional sets may be obtained from Engineer at Engineer's reproduction rates. The successful bidder shall provide five signed originals of each of the Bonds to be bound with the Contract Documents.

16. WORKER'S COMPENSATION INSURANCE. See section entitled "INSURANCE" in Special Conditions Part A of the Contract.

17. SOILS REPORT. If a soils investigation has been made for this project, the soils report and log of borings is available for bidder's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Bidders are expected to examine the Site and such reports and then decide for themselves the character of the materials to be encountered.

Owner and Engineer disclaim any responsibility for the accuracy, true location and extent of the surface and subsurface investigations that have been prepared by others. Owner and Engineer further disclaim responsibility for interpretation of that data by bidder, *i.e.* projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.

18. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE.

(A) General: Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for Bids and in the Contract the minimum wage rates which shall be paid for each type of worker. This statute further provides that the Contractor or subcontractors shall pay, as penalty, to Owner Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them on the construction of the Project and



to show the accrual per diem wages paid to each worker. These records are open to the inspection of Owner.

(B) The minimum wage rates that apply to this Contract are specified in the Special Conditions Part A of the Contract. Contractor and subcontractors shall review and ascertain such wage rates and pay at least such minimum rates.

Copy

**BID PROPOSAL**

for  
Construction of Water, Sanitary, Drainage, and Paving Facilities  
in  
Crystal View Drive Phase III  
for  
Brazoria County Municipal Utility District No. 53  
in  
Brazoria County, Texas

To: Brazoria County Municipal Utility District No. 53  
c/o Manhard Consulting  
2445 Technology Forest Boulevard, Suite 200  
The Woodlands, TX 77381  
Attention: Aubrey Brockman, P.E.

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Instructions to Bidders, the General Conditions of Agreements, the Special Conditions, the Specifications, the Plans, the site location, the site conditions, and classes of materials of the proposed work described herein; and agrees that he will provide all the necessary labor, machinery, tools, superintendence and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein, and for the prices set forth in the attached bid proposal.

In submitting this bid form the Bidder agrees, if this bid is accepted, to enter into a binding agreement with the owner, under the terms and conditions included in the contract documents. Bidder agrees to provide materials and labor to complete work in accordance with the contract documents at the prices specified in this Bid Proposal. This Bid Proposal will remain subject to acceptance for sixty (60) days after the bid opening date, and the Bidder may not withdraw bids for this period. The Bidder shall sign and deliver all Agreement documents, and Bonds specified in the Contract Documents within ten (10) calendar days of Notice of Award.

The Bidder agrees that the work will be complete in full within of the Notice to Proceed. The total contract price may increase or decrease based on work that may be added or removed during construction based on the proposed prices and actual work completed. Actual quantities shall be measured in accordance with the conditions specified in the Contract Documents. Bid prices should be written in figures and in long hand with written words; in the event of any discrepancies, bid prices in written words will maintain precedence.

The Owner reserves the right to award based on any combination of items in the Bid Proposal and or reject any and all bids. Bidder acknowledges receipt of the following addenda:

Addendum No. 1 \_\_\_\_\_  
(Initial)

Addendum No. 2 \_\_\_\_\_  
(Initial)

Addendum No. 3 \_\_\_\_\_  
(Initial)

Addendum No. 4 \_\_\_\_\_  
(Initial)

Addendum No. 5 \_\_\_\_\_  
(Initial)

Addendum No. 6 \_\_\_\_\_  
(Initial)

List any Substitutions to items listed in the Bid Proposal in the blanks below, for Owner review and approval:

## SUBSTITUTIONS:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The following table describes the phases of work to be completed, construction time frames for each phase of work, and any incentives or economic disincentives that may apply. Bidder shall specify the number of days proposed to complete each phase of work.

Description of Work	Calendar Days to Complete	Maximum Calendar Days to Complete	Incentives	Economic Disincentives
Construction of water, sanitary, drainage, and paving facilities.	90	90	No	Yes, \$500/day

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

**BID PROPOSAL SUMMARY:**

Total Material Cost: \$ 733,680.00

Total Labor Cost: \$ 326,080.00

TOTAL BASE BID: \$ 1,630,400.00

(Equal to Base Bid from following pages)

TOTAL ALTERNATE BID 1: \$ 94,424.40

(Equal to Base Bid from following pages)

Rodriguez Construction Group LLC

CONTRACTOR

2647 Jo Ann St. Stafford, TX 77477

Address

*RR*

Signature of Bidder

Roy Rodriguez

Printed Name of Bidder

February 3, 2020

Date

(832) 539-6130

Phone Number

*Dawn Rodriguez*  
Witness

Seal (if applicable)



Item	Description	Quantity	Unit	Unit Cost	Extended Total
<b><u>SANITARY SEWER IMPROVEMENTS</u></b>					
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.				
	<u>@ Fifty Four Dollars and Eleven Cents</u>	175	LF	<u>\$ 54.11</u>	<u>\$ 9,469.25</u>
	Per Linear Foot				
2.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.				
	<u>@ Fifty Eight Dollars and Twenty Three Cents</u>	145	LF	<u>\$ 58.23</u>	<u>\$ 8,443.35</u>
	Per Linear Foot				
3.	18 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.				
	<u>@ One Hundred Twenty Eight Dollars and Seventy Eight Cents</u>	465	LF	<u>\$ 128.78</u>	<u>\$ 59,882.70</u>
	Per Linear Foot				
4.	8 - inch Force Main, AWWA C-900 Class 150 pipe, at all depths, including standard bedding, backfill and testing, Complete in Place.				
	<u>@ Twenty Seven Dollars and Thirty Five Cents</u>	3,600	LF	<u>\$ 27.35</u>	<u>\$ 98,460.00</u>
	Per Linear Foot				
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.				
	<u>@ Three Thousand One Hundred Fifty Dollars and No Cents</u>	6	EA	<u>\$ 3,150.00</u>	<u>\$ 18,900.00</u>
	Per Each				



Item	Description	Quantity	Unit	Unit Cost	Extended Total
6.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.				
	<u>@ Two Thousand Six Hundred Twenty Five Dollars and No Cents</u>	1	EA	<u>\$ 2,625.00</u>	<u>\$ 2,625.00</u>
	Per Each				
7.	Internal drop connection, as shown in plans, Complete in Place.				
	<u>@ Two Thousand Nine Hundred Ninety Two Dollars and Fifty Cents</u>	1	EA	<u>\$ 2,992.50</u>	<u>\$ 2,992.50</u>
	Per Each				
8.	Flomatic 6 - inch eccentric plug valve, Flo-E-Centric Model 54-4MJ or approved equivalent, Complete in Place.				
	<u>@ Three Thousand Six Hundred Seventy Five Dollars and No Cents</u>	2	EA	<u>\$ 3,675.00</u>	<u>\$ 7,350.00</u>
	Per Each				
<b><u>WATER IMPROVEMENTS</u></b>					
9.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.				
	<u>@ Forty Five Dollars and Sixty One Cents</u>	185	LF	<u>\$ 45.61</u>	<u>\$ 8,437.85</u>
	Per Linear Foot				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
10.	12 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.				
	<u>@ Thirty Dollars and Forty Five Cents</u>	1,950	LF	<u>\$ 30.45</u>	<u>\$ 59,377.50</u>
	Per Linear Foot				
11.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.				
	<u>@ Thirty Two Dollars and Twenty Four Cents</u>	135	LF	<u>\$ 32.24</u>	<u>\$ 4,352.40</u>
	Per Linear Foot				
12.	12 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.				
	<u>@ Fifty Four Dollars and Thirty Nine Cents</u>	390	LF	<u>\$ 54.39</u>	<u>\$ 21,212.10</u>
	Per Linear Foot				
13.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.				
	<u>@ Three Hundred Ninety Three Dollars and Seventy Five Cents</u>	6	EA	<u>\$ 393.75</u>	<u>\$ 2,362.50</u>
	Per Each				
14.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.				
	<u>@ Four Thousand Two Hundred Twenty Six Dollars and Twenty Five Cents</u>	8	EA	<u>\$ 4,226.25</u>	<u>\$ 33,810.00</u>
	Per Each				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
15.	Wet connection to existing 12" waterline, including removal of blow off valve and box, Complete in Place.				
	<u>@ Four Hundred Seventy Two Dollars and Fifty Cents</u>	2	EA	<u>\$ 472.50</u>	<u>\$ 945.00</u>
	Per Each				
<b><u>STORM SEWER IMPROVEMENTS</u></b>					
16.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.				
	<u>@ Fifty Six Dollars and Fifty Five Cents</u>	2,890	LF	<u>\$ 56.55</u>	<u>\$ 163,429.50</u>
	Per Linear Foot				
17.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.				
	<u>@ Seventy Dollars and Fourteen Cents</u>	810	LF	<u>\$ 70.14</u>	<u>\$ 56,813.40</u>
	Per Linear Foot				
18.	Type "C-2" inlets including both first and second stage construction, Complete in Place.				
	<u>@ Two Thousand Three Hundred Sixty Two Dollars and Fifty Cents</u>	2	EA	<u>\$ 2,362.50</u>	<u>\$ 4,725.00</u>
	Per Each				
19.	Type "D" inlets including both first and second stage construction, Complete in Place.				
	<u>@ One Thousand Seven Hundred Thirty Two Dollars and Fifty Cents</u>	1	EA	<u>\$ 1,732.50</u>	<u>\$ 1,732.50</u>
	Per Each				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
20	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.				
	<u>@ Three Thousand Ninety Seven Dollars and Fifty Cents</u>	2	EA	<u>\$ 3,097.50</u>	<u>\$ 6,195.00</u>
	Per Each				
21	Type "H-2" inlets including both first and second stage construction, Complete in Place.				
	<u>@ Two Thousand Three Hundred Sixty Two Dollars and Fifty Cents</u>	22	EA	<u>\$ 2,362.50</u>	<u>\$ 51,975.00</u>
	Per Each				
22	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.				
	<u>@ One Thousand Nine Hundred Ninety Five Dollars and No Cents</u>	14	EA	<u>\$ 1,995.00</u>	<u>\$ 27,930.00</u>
	Per Each				
23	Type "C" Cast in Place Manhole for 18-42 inch pipe, including tie in to existing 5'x5' RCB as shown in plans, Complete in Place.				
	<u>@ One Thousand Six Hundred Twenty Seven Dollars and Fifty Cents</u>	2	EA	<u>\$ 1,627.50</u>	<u>\$ 3,255.00</u>
	Per Each				
24	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.				
	<u>@ Two Thousand Six Hundred Twenty Five Dollars and No Cents</u>	1	EA	<u>\$ 2,625.00</u>	<u>\$ 2,625.00</u>
	Per Each				



Item	Description	Quantity	Unit	Unit Cost	Extended Total
25	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.				
	<u>@ Three Thousand Six Hundred Seventy Five Dollars and No Cents</u>	1	LS	<u>\$ 3,675.00</u>	<u>\$ 3,675.00</u>
	Per Lump Sum				
26	Construct Articulated Concrete Block extreme event swale including establishing vegetation, excavation, grading, and compaction as shown in plans, Complete in Place.				
	<u>@ Sixty Three Dollars and No Cents</u>	310	SY	<u>\$ 63.00</u>	<u>\$ 19,530.00</u>
	Per Square Yard				
<b><u>PAVING ITEMS</u></b>					
27	Roadway excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.				
	<u>@ Four Dollars and Seventy Three Cents</u>	4,600	CY	<u>\$ 4.73</u>	<u>\$ 21,758.00</u>
	Per Cubic Yard				
28	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.				
	<u>@ Three Dollars and Seventy Three Cents</u>	12,405	SY	<u>\$ 3.73</u>	<u>\$ 46,270.65</u>
	Per Square Yard				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
29.	Lime for subgrade (9 % application by dry weight), Complete in Place.				
	<u>@ One Hundred Eighty Nine Dollars and No Cents</u>	461	TON	<u>\$ 189.00</u>	<u>\$ 87,129.00</u>
	Per Ton				
30.	7 - inch 4,000 psi reinforced concrete pavement, Complete in Place.				
	<u>@ Forty Three Dollars and Fifty Eight Cents</u>	11,730	SY	<u>\$ 43.58</u>	<u>\$ 511,193.40</u>
	Per Square Yard				
31.	6 - inch concrete curb, Complete in Place.				
	<u>@ Three Dollars and Forty One Cents</u>	5,065	LF	<u>\$ 3.41</u>	<u>\$ 17,271.65</u>
	Per Linear Foot				
32.	Tie-in to existing pavement, Complete in Place.				
	<u>@ One Thousand Two Hundred Sixty Dollars and No Cents</u>	1	EA	<u>\$ 1,260.00</u>	<u>\$ 1,260.00</u>
	Per Each				
33.	3.5 - inch hot mix asphalt Type D per TxDOT Specification Item 340, Complete in Place.				
	<u>@ Thirty Nine Dollars and Ninety Cents</u>	650	SY	<u>\$ 39.90</u>	<u>\$ 25,935.00</u>
	Per Square Yard				
34.	10 - inch crushed limestone base per TxDOT Specification Item 247, Complete in Place				
	<u>@ Twenty Three Dollars and Sixty Three Cents</u>	650	SY	<u>\$ 23.63</u>	<u>\$ 15,359.50</u>
	Per Square Yard				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
35.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.				
	<u>@ Thirteen Thousand One Hundred Twenty Five Dollars and No Cents</u>	1	LS	<u>\$ 13,125.00</u>	<u>\$ 13,125.00</u>
	Per Lump Sum				
36.	Traffic signs, as shown in plans, Complete in Place.				
	<u>@ Four Hundred Thirty Dollars and Fifty Cents</u>	8	EA	<u>\$ 430.50</u>	<u>\$ 3,444.00</u>
	Per Each				
37.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.				
	<u>@ Five Thousand Seven Hundred Seventy Five Dollars and No Cents</u>	1	LS	<u>\$ 5,775.00</u>	<u>\$ 5,775.00</u>
	Per Lump Sum				
38.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.				
	<u>@ One Thousand Three Hundred Twelve Dollars and Fifty Cents</u>	9	EA	<u>\$ 1,312.50</u>	<u>\$ 11,812.50</u>
	Per Each				
39.	Traffic control plan, including the installation, maintenance, and removal of all traffic control items as shown in plans, Complete in Place.				
	<u>@ Two Thousand Six Hundred Twenty Five Dollars and No Cents</u>	1	LS	<u>\$ 2,625.00</u>	<u>\$ 2,625.00</u>
	Per Lump Sum				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
40	PVC irrigation sleeves, as shown in plans, Complete in Place.				
	<u>@ Seventeen Dollars and Thirty Three Cents</u>	112	LF	<u>\$ 17.33</u>	<u>\$ 1,940.96</u>
	Per Linear Foot				
<b><u>ADDITIONAL ITEMS</u></b>					
41	Trench safety system, all depths, Complete in Place				
	<u>@ No Dollars and Eleven Cents</u>	7,045	LF	<u>\$ 0.11</u>	<u>\$ 774.95</u>
	Per Linear Foot				
42	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)				
	<u>@ Thirty Dollars and No Cents</u>	540	LF	<u>\$ 30.00</u>	<u>\$ 16,200.00</u>
	Per Linear Foot				
43	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)				
	<u>@ Twenty Dollars and No Cents</u>	540	LF	<u>\$ 20.00</u>	<u>\$ 10,800.00</u>
	Per Linear Foot				
44	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.				
	<u>@ One Thousand Fifty Dollars and No Cents</u>	4	EA	<u>\$ 1,050.00</u>	<u>\$ 4,200.00</u>
	Per Each				



Item	Description	Quantity	Unit	Unit Cost	Extended Total
45.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.				
	<u>@ Three Dollars and Fifteen Cents</u>	7,494	CY	<u>\$ 3.15</u>	<u>\$ 23,606.10</u>
	Per Cubic Yard				
46.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.				
	<u>@ One Thousand Five Hundred Seventy Five Dollars and No Cents</u>	1	EA	<u>\$ 1,575.00</u>	<u>\$ 1,575.00</u>
	Per Each				
47.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.				
	<u>@ Fifty Two Dollars and Fifty Cents</u>	28	EA	<u>\$ 52.50</u>	<u>\$ 1,470.00</u>
	Per Each				
48.	Hydromulch areas within ROW and medians.				
	<u>@ One Thousand Four Hundred Twenty Two Dollars and Seventy Five Cents</u>	2	AC	<u>\$ 1,422.75</u>	<u>\$ 2,845.50</u>
	Per Acre				
49.	Reinforced Filter Barrier				
	<u>@ One Dollar and Thirty One Cents</u>	7,465	LF	<u>\$ 1.31</u>	<u>\$ 9,779.15</u>
	Per Linear Foot				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
50.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.				
	<u>@ Eight Hundred Forty Dollars and No Cents</u>	1	LS	<u>\$ 840.00</u>	<u>\$ 840.00</u>
	Per Lump Sum				
51.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.				
	<u>@ Fifteen Thousand Seven Hundred Fifty Dollars and No Cents</u>	1	LS	<u>\$ 15,750.00</u>	<u>\$ 15,750.00</u>
	Per Lump Sum				
52.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.				
	<u>@ Twelve Thousand Eight Hundred Ten Dollars and No Cents</u>	1	LS	<u>\$ 12,810.00</u>	<u>\$ 12,810.00</u>
	Per Lump Sum				
53.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.				
	<u>@ Four Thousand Seven Hundred Twenty Five Dollars and No Cents</u>	1	LS	<u>\$ 4,725.00</u>	<u>\$ 4,725.00</u>
	Per Lump Sum				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
54.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.				
	<u>@ Seventy Nine Thousand Six Hundred</u>	1	LS	<u>\$ 79,619.09</u>	<u>\$ 79,619.09</u>
	<u>Nineteen Dollars and Nine Cents</u>				
	Per Lump Sum				
TOTAL - BASE BID					\$ <u>\$ 1,630,400.00</u>

**ALTERNATE ITEMS**

55. Excess soil excavation is to become property of the contractor and shall be hauled off site to be disposed of at a location which the contractor has a legal right to dispose of said material.

<u>@ Twelve Dollars and Sixty Cents</u>	7,494	CY	<u>\$ 12.60</u>	<u>\$ 94,424.40</u>
Per Cubic Yard				

**GENERAL CONDITIONS OF THE AGREEMENT**

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**GENERAL CONDITIONS OF THE AGREEMENT**

**ARTICLE I. DEFINITIONS**

- 1.01. **DEFINITIONS.** The following terms shall be defined as described below, unless such definition is expressly modified by the Contract Documents. Any capitalized terms used in the Contract Documents not defined in this section shall have the meaning assigned to such term under the Contract Documents.
- a. **Bid.** The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  - b. **Bond(s).** Performance bonds, maintenance bonds and payment bonds, or any of them, as required by the Contract Documents.
  - c. **Change Order.** A document signed by Contractor, Engineer, and Owner and entered into in accordance with the Contract Documents that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the time for completion.
  - d. **Claim.** A "Claim" is a claim, demand, or assertion by the Contractor seeking for itself or on behalf of a subcontractor or supplier: adjustment or interpretation of any Contract term, including without limitation, adjustment of the Contract Price or Contract Time; payment of money; relief from obligations; or other relief or recovery with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question asserted by the Contractor (whether for itself or on behalf of a subcontractor or supplier) arising out of or relating to the Contract.
  - e. **Contract.** The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  - f. **Contract Documents.** The Bid, Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Change Orders, any written amendment to the Contract signed by Contractor, Engineer, and Owner, Written Work Orders, written interpretations of the Contract or addenda issued by Engineer, and all other documents designated as incorporated by reference. Documents incorporated by reference are Contract Documents, whether attached or not. Approved Shop Drawings and other Contractor's submittals, inspections and reports, such as testing of subsurface and physical or environmental conditions, are not Contract Documents.
  - g. **Contractor.** The entity with whom Owner has entered into this Contract.
  - h. **Contractor Parties.** The Contractor, and all its subcontractors, suppliers, and their respective agents, representatives, or employees, or any of them.
  - i. **Contract Price.** The amount of money stated in the Agreement as payable by Owner to Contractor for timely completion of the Work in accordance with the Contract

Documents, plus or minus any increases or decreases to the initial Contract Price agreed to by Owner as provided by the Contract.

- j. Contract Time. The number of days or the dates stated in the Agreement to achieve Final Completion, expressed as a number of calendar days or as a reference to the date of Final Completion. If the Contract Time is measured by calendar days, each and every calendar day shall be counted against the Contract Time.
- k. Engineer. The design consultant so identified in the Agreement, or such other firm that Owner may designate, is herein called Engineer and is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- l. Extra Unit Price Items. All extra unit price items or alternate unit price items so specified in the Bid.
- m. Extra Work. All Work that may be required by Engineer or Owner to be done by Contractor to accomplish any change, alteration, or addition to the Work shown upon the Plans, implied by the Technical Specifications, or otherwise within the Contract Documents and not covered by Contractor's Bid. Notwithstanding the foregoing, Extra Unit Price Items or alternate unit price items so specified in the Bid and required by Engineer or Owner as described herein are not included in the definition of Extra Work.
- n. Final Acceptance. Action at a formal meeting of the Owner, wherein Owner accepts the completed Project.
- o. Final Completion. The date on which the entire Work or an agreed portion thereof is complete in strict conformance with the Contract Documents. If any governmental entity has jurisdiction to approve or accept Contractor's Work on the Project, or any portion thereof, Final Completion is not achieved unless and until written approval or acceptance of the entity is received, including Final Acceptance by Owner.
- p. Force Majeure. Fire, flood, or act of God, earthquakes, hurricanes, tornadoes, epidemics, war, riot, civil disturbance, sabotage, terrorism, governmental or judicial restraint but only to the extent such event: (i) is beyond the control of and cannot be reasonably anticipated by, or the effects alleviated by, the Contractor; and (ii) prevents the performance of the Work. Events not specifically listed herein shall not constitute events of Force Majeure.
- q. Hazardous Environmental Condition. The presence at the Site of asbestos, PCBs, petroleum, hazardous waste, contaminants, or radioactive material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- r. Indemnified Parties. Owner, Engineer, and the officers, directors, managers, members, employees, agents, and representatives of each such party.

- s. Laws and Regulations. Any and all applicable federal, state and local laws, rules, regulations, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction and any and all rules of common law pertaining to the Contractor's services, the Site, Contractor's employees and subcontractor's employees and/or the Work, and those of any other governmental entities with jurisdiction, including, without limitations all applicable laws of the State of Texas, Chapter 411 of the Texas Labor Code, Title VII (Equal Employment Opportunity) of the Civil Rights Act of 1964, The Occupational Safety and Health Act of 1970, The National Environmental Policy Act, The Federal Water Pollution Control Act, The Clean Air Act, The Clean Water Act, The Toxic Substance Control Act, The Resource Conservation and Recovery Act, and all amendments thereof. The agencies charged with the administration and enforcement of the Laws and Regulations include, but are not limited to, the Department of the Interior, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Environmental Protection Agency, the U.S. Corps of Engineers, the National Fire Protection Association, the U.S. Geological Survey, the Minerals Management Service, the Texas Commission on Environmental Quality, the county in which the Site is located, and the municipality, as applicable, in whose corporate or extraterritorial jurisdiction the Site is located. Certain of the specific regulations that may be applicable to the Work are the Occupational Safety and Health Construction and General Industry Standards (29 CFR Part 1926 and 1910), and various environmental regulations.
- t. Notice to Proceed. A written notice given by or on behalf of Owner to Contractor fixing the date on which the Contract Time will begin to run and on which Contractor shall start to perform the Work.
- u. Owner. The entity so specified in the Agreement.
- v. Plans. That part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- w. Project. The total construction on the Site, which may include work performed by the Owner or other contractors.
- x. Regulatory Agencies. Any and all governmental bodies, agencies, authorities, counties, municipalities, and courts having jurisdiction over the Project.
- y. Shop Drawing. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- z. Site. The land or area furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access.
- aa. Substantial Completion. The time at which the Work, or any portion thereof, is sufficiently completed in accordance with the Contract Documents so that Owner can occupy the entirety of the Work and put it to the full and unrestricted use for which it was intended, and all required certificates of occupancy and other permits, approvals,

licenses, and documents required to occupy the Project by all entities, agencies and governmental authorities having jurisdiction over the Project and/or the operation and occupancy of the Project, as determined by the Engineer, have been given so that the Project may operate for its intended purpose, although the Project may still require minor miscellaneous Work and adjustment. The Work will not be considered substantially complete if: (i) any Project systems included in the Work are not operational as designed and scheduled; (ii) designated instructions of Owner, Engineer, or Owner's other representative in the operation of systems have not been completed; (iii) any final finishes within the Contract Documents are not in place; or (iv) a Certificate of Substantial Completion in the form attached hereto and incorporated by reference herein as Exhibit A has not been issued by the Engineer and signed by the Owner, Contractor and Engineer. The terms "substantially completed" or "substantially complete" as applied to all or part of the Work shall have the same meanings as set forth here.

- bb. Technical Specifications. That part of the Contract Documents, including any written addenda thereto, consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- cc. Work. All obligations of the Contractor under the Contract Documents and all equipment, materials, labor, construction, management, supervision, services, punch list, and activities of every kind and nature, whether commenced or not, or completed or partially completed, undertaken by the Contractor, provided or to be provided by the Contractor, required of the Contractor, or inferable from the Contract Documents to perform and fulfill all of the Contractor's obligations pursuant to the Contract Documents.
- dd. Written Work Order. A written statement to Contractor signed by Owner or Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions. A Written Work Order will not change the Contract Price or Contract Time, but is evidence that the parties expect that the Written Work Order will be incorporated in a subsequently issued Change Order following agreement by the parties as to its effect, if any, on the Contract Price or Contract Time.

## ARTICLE II. CONTRACT DOCUMENTS

### 2.01. INTERPRETATION OF CONTRACT DOCUMENTS AND PHRASES.

- a. Whenever the words "required," "permitted," "designated," "considered necessary," "prescribed," or words of like import are used, it shall be understood that the requirement, permission, order, designation, or prescription of Engineer is intended and similarly, the words "approval," "acceptable," or "satisfactory," or words of like import shall mean approved by, or acceptable to, Engineer.
- b. Whenever in the Technical Specifications or Plans accompanying this Contract, the terms or descriptions of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot from their nature be specifically and clearly



described and specified, are necessarily described in general terms, the fulfillment of which must depend on individual judgment, then, in all such cases, any question of the fulfillment of said judgment of said Technical Specifications or Plans shall be decided by Engineer, and said Work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the Work.

- c. The Parties hereto agree that these Contract Documents shall not be construed against any Party hereto on the basis that such party did or did not draft the Contract Documents.
- d. The section headings used herein are for convenience only and shall not affect the construction or terms hereof.
- e. If there is an irreconcilable conflict between Contract Documents, the more stringent requirement shall control, but except in such event and to avoid such conflict, every construction of provisions shall be that each is in aid to, or supplementary to or complementary of, each other provision, to control and secure for Owner the completion of the entire Work in an expeditious, orderly, and coordinated manner. The precedence, from highest to lowest, shall be in the following order:
  - 1. Agreement between Owner and Contractor;
  - 2. Special Conditions Part B Technical Specifications and Plans;
  - 3. Special Conditions Part A;
  - 4. General Conditions.

The most recently issued document takes precedence over previously issued forms of the same document. Modifications take precedence over applicable previously issued documents. Detailed drawings shall take precedence over general drawings. In the event of any discrepancies between the Plans and Technical Specifications, or likewise, in the event of any doubt as to the meaning and intent of any portion of the Contract Documents, including the Technical Specifications or Plans, Engineer shall define that which is intended to apply to the Work.

- f. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period.
- 2.02. **EXHIBITS.** All Work shall be done and all materials furnished in strict conformity with the Contract Documents, all of which are hereto attached (or considered as if attached) and are hereby made a part of this Contract.
- 2.03. **ACCURACY.** These Contract Documents, including the Technical Specifications, Plans, and Bid, are intended to show all Work to be done and material to be furnished hereunder. Contractor understands and acknowledges that errors may exist in the Contract Documents and that the Owner does not warrant the accuracy or sufficiency thereof. The Contractor acknowledges that the Contract Documents are sufficiently detailed, accurate and

comprehensive to enable Contractor to have adequately estimated and established the Contract Price and to perform the Work within the time for completion.

### **ARTICLE III. PRELIMINARY MATTERS**

- 3.01. **CONSTRUCTION SCHEDULE.** The Contractor shall submit a construction schedule based on critical path method ("CPM") or other method specifically approved by the Engineer and that is sufficiently accurate during the entire Contract Time to determine if the Contractor is performing on schedule.

Within ten (10) days following the end of each month after Notice to Proceed, or at more frequent intervals when requested by Engineer, the Contractor shall submit an updated and revised schedule; the revision must be current as of the immediate past schedule period. Each element shall be updated to reflect the actual start and stop dates, actual duration and actual number of days worked, anticipated changes to future start and stop dates, and changes due to change in amount of Work or Contract Time. When requested by Engineer, the Contractor will submit only that portion of the CPM submittal required.

Failure to meet any schedule submission dates or to comply with any requested submittal or failure to provide an acceptable submittal will be cause to withhold payment of all or portions of the next scheduled monthly payment or any portions of future monthly payment until an acceptable submittal has been made.

As a minimum, the Contractor shall have available at least one individual with authority to maintain and revise the schedule as needed to reflect the actual and planned work schedule. This individual is to cooperate with Engineer's staff and be available to discuss schedule with Engineer's staff when requested.

- 3.02. **SCHEDULE OF VALUES.** If directed by Engineer within ten (10) calendar days following the Notice to Proceed, the Contractor shall submit, within ten (10) calendar days following such direction from Engineer, a schedule of values showing the subdivision of the Contract into various items of payment of construction. This schedule of values must state quantities and prices to the smallest common measurement, e.g., cubic yard, pound, linear feet, etc., and will be used as a basis for computing value to the Owner of Work to be paid for in partial payments. Except for work associated with prices bid as supplemental items listed in the Bid, the schedule of values also will be used to determine the value of like or similar work that may be added to or deleted from the Contract Documents. The above-mentioned schedule of values must be in a format and of such detail to be acceptable to the Engineer. No partial payments will be made unless the schedule of values has been submitted by Contractor and accepted by the Engineer. Engineer may require that the schedule of values be cross-referenced to CPM with each item on schedule of values to show which CPM activity corresponds to or includes the item.
- 3.03. **KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE.** Contractor shall be furnished with five (5) copies of all Plans and Technical Specifications without expense to Contractor and shall keep one (1) copy of each constantly accessible on the Site.
- 3.04. **SALES TAX.** Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if

requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption. Contractor shall not collect Texas sales and use taxes from Owner with respect to this Contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311. In addition, Contractor and all subcontractors to Contractor: (i) shall not include any provision for Texas sales and use taxes with respect to exempt items in any bid or contract amount; and (ii) shall pass on to Owner all cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors shall include the foregoing provision on the exemption from Texas sales and use taxes. The Certification is included as **Attachment A**.

3.05. SHOP DRAWING SUBMITTALS.

- a. Shop Drawing Submittal List. Within fifteen (15) days after the date of the Notice to Proceed, Contractor shall submit for the Engineer's review a complete Shop Drawing submittal list. The list is to include Shop Drawings for all equipment and manufactured materials to be furnished under this Contract. The list should include, but not be limited to, the following, with each submittal to be numbered with a consecutive numbering system.

- i) Name (description) of submittal.
- ii) Applicable specification number or drawing number.
- iii) Scheduled submission date.
- iv) Latest date acceptable submittal required to prevent delay in purchase.

The Engineer may waive all or portions of the submittal requirements for any Shop Drawing on the submittal list. No payment will be made for the Work until the submittal list is accepted by the Engineer.

- b. Contractor's Duties. The Contractor shall review Shop Drawings prior to submittal to verify field measurements, field construction criteria, manufacturer model number, and other pertinent data, to ensure conformance to Contract Documents, coordination with other submittals, and schedule for submittal and review.

The Contractor shall stamp and sign submittals with stamp which states, "This submittal is certified to be in conformance with Contract Documents unless noted herein." All submittals without this certification will not be reviewed but will be returned to the Contractor for proper submission. The Engineer will rely on this statement when performing the review of the submittal.

The Contractor shall schedule submittals to allow sufficient time for the review process and to coordinate submittals with the schedule to prevent delay to Work.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, product data, samples or similar submittals until the respective submittal has been approved by the Engineer.

The Work shall be in accordance with approved submittals. Provided, however, the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples or similar submittals by the Engineer's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, product data, samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In the absence of such written notice, the Engineer's approval of a resubmission shall not apply to such revisions.

No Work may be performed in connection with fabrication, manufacturer, or purchase of materials or equipment until submittals have been reviewed and marked "No Exception Taken" or "Make Corrections Noted." Work performed on submittals marked "Make Corrections Noted" must be in accordance with all corrections noted thereon.

The Contractor shall correct submittals and resubmit or shall prepare new submittals for review by Engineer for all submitted items marked "Submit Specified Item," "Rejected," or "Revise and Resubmit." No claims for extra time or delays will be considered due to time required for review of submittals or resubmittals unless due to no fault of the Contractor, Engineer does not review the submittals in a timely fashion pursuant to paragraph c, below.

- c. Engineer's Duties. The Engineer shall review submittals as quickly as possible consistent with a thorough review and consistent with the type of information submitted but in any event not later than fourteen (14) calendar days from the date of submittal. Failure by the Engineer to timely to comply with such review period shall not constitute the basis of a Claim except for an adjustment in the Contract Time.

Such review by the Engineer shall be for the sole purpose of determining the general conformity of said Shop Drawings or schedules to the Contract Documents and shall not relieve the Contractor of its duty as an independent contractor as set forth herein, it being expressly understood and agreed that the Engineer does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules or any means or methods reflected thereby, in relation to the safety of either person or property during Contractor's performance hereunder. The Engineer's review of drawings will not constitute an acceptance of all dimensions, quantities, and details of the material, equipment, device, or item shown and does not relieve the Contractor from any responsibility for errors or deviations from the Contract requirements.



The Engineer shall clearly mark four (4) copies of submittals with required corrections and shall stamp drawings noting the appropriate action, signature, and date.

- d. Form of Submittal. The Contractor must submit four (4) copies of all submittals. One (1) copy of the appropriately marked submittal will be retained at the Engineer's office, one (1) copy will be retained at the Engineer's field office, and two (2) copies will be returned to the Contractor for Contractor's use. The Engineer will not mark additional copies for the Contractor. If the Contractor desires additional copies, they must be marked by the Contractor.

The Contractor shall submit a complete copy of relevant Contract Document items which have been marked by the manufacturer to certify each point of the Contract Document item noting compliance and each point of deviation.

The Contractor must submit relevant literature, catalog cuts, or written descriptive matter backing up all points of the Contract Documents item compliance.

Contractor must submit comparative life cycle, cost, performance, or other data supporting consideration of all points of the Contract Documents item deviation.

All information supplied must be carefully and completely cross-referenced to the relevant Contract Document item requirement.

When required by an individual Contract Document item, the Contractor shall submit written step-by-step test plan for functional checkout and demonstration test of respective equipment. Submissions that do not conform to the form of submittal as outlined herein will not be considered and will be returned to the Contractor for proper submission.

The Contractor must have acceptable Shop Drawings at the Site. Failure of the Contractor to supply acceptable drawings will be deemed sufficient cause for Owner to delay the Work at Contractor's risk and expense until such drawings are available. This procedure shall not entitle Contractor to an extension of time.

- e. Installation Drawings. When required by individual items of the Technical Specifications, the Contractor shall provide, for the Engineer's use, two (2) copies of installation drawings and instructions consisting of all necessary details required for field assembly, erection, and installation of a particular component of Work, including, but not limited to, unloading and storage instructions, layout/placement drawings, erection sequences, assembly drawings, connection details, and wiring diagrams.

- 3.06. VARIATIONS AND ALTERNATE DESIGNS. Foundations, structural supports, electrical work, and piping when shown on Plans for items of equipment may be changed by Engineer if necessary to accommodate equipment furnished. Effort has been made to design foundations, structural supports, electrical work, and piping so that no changes not usually and normally encountered in work of the type to be performed hereunder will be necessary; however, exact dimensions and size of subject foundations and structural supports and exact

electrical and piping installations may not be finally determined until the applicable Shop Drawings are submitted to the Engineer. Changes to the Plans or Technical Specifications will be signed and sealed by the Engineer in accordance with applicable laws. Contractor shall make required changes in the Work, after prior consultation with the Engineer, at no cost to Owner.

If substitute items of equipment are authorized which vary materially from those shown on Plans, Contractor shall prepare equipment data and detailed drawings covering necessary modifications and submit to the Engineer for approval. Contractor shall make drawings the same size as Plans and of comparable quality. Contractor shall pay the charges resulting from modifications including engineering charges for checking modifications.

If alternate design features are proposed for the convenience of the Contractor, the Contractor shall submit design calculations and detailed drawings covering proposed changes and related modifications of the Plans to the Engineer for review. Design calculations and detailed drawings submitted by the Contractor must be signed and sealed by a professional engineer licensed in the State of Texas. The Contractor shall make drawings the same size as the Plans and of comparable quality. Contractor shall pay the charges resulting from modifications, including engineering charges for checking such designs.

#### ARTICLE IV. SITE ACCESS/ CONDITIONS/ REFERENCE POINTS

- 4.01. ACCESS AND AVAILABILITY OF LANDS. Except as provided herein, the Owner shall provide, as indicated on the Plans, land upon which the Work is to be done, rights-of-way for access to same, and such other lands which are designated for use of the Contractor. If required, Contractor shall provide, at its own cost, for additional lands and access for temporary construction facilities or storage of materials and equipment.

Contractor shall propose, for Engineer's review and approval, access roads for moving construction personnel and equipment. The access routes are subject to change by the Engineer, occasioned by the progress of the Work or unforeseen conditions. If routes are changed, Contractor may propose alternate routes. Changes required in haul routes shall not be the basis for extra payment, unless such changes are required by written directive from the Engineer.

Contractor shall, whenever possible, keep all construction traffic out of existing neighborhoods. Contractor shall keep haul routes clean at all times to the satisfaction of the Engineer and the local governing body having jurisdiction over the haul routes.

- 4.02. SURVEYING; LINES AND GRADES. The Owner will establish reference points for construction only; the Contractor is responsible for staking from bench marks and horizontal control references established by Engineer. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. The Contractor shall report to the Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

- 4.03. SOILS REPORT. If provided, any soils report and log of borings is available for Contractor's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Contractor is expected to examine the Site and such reports and then decide for itself the character of the materials to be encountered.

Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the surface and subsurface investigations that have been prepared by others. Owner and Engineer further disclaim responsibility for interpretation of that data by Contractor, i.e. projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.

- 4.04. SUBSURFACE EXPLORATION. It is not represented that the Plans show all existing storm sewer, sanitary sewer, water, gas, telephone and electrical facilities, and other underground structures. Contractor shall determine the location of these installations in the way of the Work by referring to available records, consulting appropriate municipal departments and utility owners, and by making necessary exploration and excavations.

- 4.05. DEVIATIONS OCCASIONED BY UTILITY STRUCTURES. Whenever existing utilities, not indicated on the Plans, present obstructions to grade and alignment of pipe, Contractor shall immediately notify the Engineer who, without delay, will determine whenever existing improvements are to be relocated or grade and alignment of pipe changed. Where necessary to move services, poles, guy wires, pipelines, or other obstructions, the Contractor will make arrangements with owners of utilities. The Owner will not be responsible for or liable for damages for any delays due to changes made by owners of utilities which hinder progress of any Work. The Owner may, at its sole discretion, determine whether to grant any extension of time and/or additional compensation.

- 4.06. DIFFERING SUBSURFACE OF PHYSICAL CONDITIONS. Contractor shall give prompt written notice to Engineer if any subsurface or physical condition is uncovered or revealed and either: (i) differs materially from that shown or indicated in the Contract Documents or the technical data or related documents; or (ii) is of a highly unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work performed at the location. After receipt of Contractor's written notice, Engineer will promptly review the condition, determine the necessity of Owner's obtaining additional exploration or tests and advise Owner in writing of Engineer's findings and conclusions. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order from Engineer to do so. Absent an emergency, any Work performed by Contractor before receiving Engineer's response will be at the sole expense of the Contractor.

The Contract Price and/or the Contract Times may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Provided, however, Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if: (i) Contractor knew, or should have known, of the existence of such conditions at the time Contractor entered into the Contract; (ii) the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site required by the Contract Documents to be conducted prior to Contractor's entering into the Contract; or (iii) Contractor failed to give the written notice as

required. If Owner and Contractor cannot agree on entitlement to, or the amount or extent of, any adjustment in the Contract Price or Contract Times, or both, a Claim may be made.

- 4.07. ARCHAEOLOGICAL OR HISTORICAL MATERIALS. On discovery of materials with potential archaeological or historical significance, the Contractor shall stop work and notify the Engineer. The Contractor shall protect the site from disturbance until it is cleared by the Engineer to resume work. If the discovery results in a delay exceeding sixty (60) days or more, the Contractor may receive damages for delay, limited to the actual costs of demobilization and re-mobilization, without mark-up, and may make a Claim for an extension to the Contract Time.
- 4.08. HAZARDOUS ENVIRONMENTAL CONDITIONS. Reports identifying Hazardous Environmental Condition are not Contract Documents. **Owner and Engineer do not warrant the accuracy or completeness of such documents and disclaim all responsibility and liability for accuracy of investigations and reports prepared by third parties.** Owner and Engineer also disclaim any responsibility for Contractor's interpretation of such reports and tests. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such condition or in any affected area until the affected area is or has been rendered safe for the resumption of Work. Except as provided in this section, it will not be the Contractor's duty to provide any required governmental notifications relative to the discovery of Hazardous Environmental Conditions.
- 4.09. LOSSES FROM UNFORESEEN CIRCUMSTANCES AND CONDITIONS OR NATURAL CAUSES. Except as specifically provided in the Contract Documents, all loss or damage arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstances or natural causes in the prosecution of the same, or from the soil, subsurface, and other conditions, whether naturally occurring or manmade, or from concealed conditions or unusual obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by Contractor at its own cost and expense. Contractor accepts such risk even for circumstances and conditions that differ materially from those indicated in the Contract Documents, geotechnical report, a review of the Site and surrounding areas or other information furnished by or on behalf of Owner. Accordingly, Contractor shall not be entitled to any additional compensation or time associated with unforeseen circumstances or conditions or natural causes except as allowed by the Contract Documents.

#### ARTICLE V. CONTRACTOR'S RESPONSIBILITIES/ INDEMNITIES

- 5.01. INDEPENDENT CONTRACTOR. It is understood and agreed that all Work done by Contractor shall meet with the approval of Owner's representative but that the detailed manner and method of doing the Work shall be under the control of Contractor as set forth more fully in these General Conditions, Owner being interested only in the result obtained, and that Contractor is an independent contractor as to all Work performed hereunder.



5.02. TIME AND ORDER OF COMPLETION. Time is of the essence of this Contract. It is the meaning and intent of this Contract, unless otherwise herein specifically provided, that Contractor shall be allowed to prosecute its Work at such times, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that:

- a. In all instances Contractor shall comply with the Contract Documents and the order, time, techniques, sequences, procedures, manner, means and methods of prosecution of the Work shall be such that the Work shall comply with and shall be completed as a whole and in part, in strict accordance with the Contract Documents, including the Plans and Technical Specifications, and within the required time of completion, and Contractor shall have no right to perform any portion of the Work or utilize means, methods, techniques, sequences, procedures or individuals in violation of the Contract Documents or that may damage the Work or decrease the life expectancy of the Project.
- b. The exercise of any of the rights and authority granted the Owner in the Contract Documents (including, without limitation, ordering changes in the Work, rejecting proposed means, methods, techniques, sequences or procedures, and directing suspension, rescheduling, re-execution or correction of the Work) shall not be construed as or deemed to be control of, charge of, responsibility for, or an assumption of Contractor's obligations with respect to, such construction means, methods, techniques, sequences, procedures, safety precautions, and programs.
- c. When Owner is having other work done, either by contract or by its own forces, Engineer may prescribe the time and sequence of constructing the Work done under this Contract so that conflict will be avoided and the various construction being done for Owner shall be harmonized.

With regard only to items (a) and (b), above, any additional schedules or charts furnished; acquisition of any necessary additional equipment; work of hours in excess of those encompassed within Contractor's normal workday; or performance of certain tasks whether similar or dissimilar to the foregoing shall be done without additional cost to Owner.

5.03. CONTRACTOR'S DUTY AND STANDARD OF CARE. Contractor is an independent contractor and shall give personal attention to the faithful prosecution and completion of the Work and shall be present either in person or by duly authorized representatives on the Site continuously during its progress. Contractor shall exercise the highest degree of skill, care, attention, effort, judgments, and diligence that a professional Contractor would use in the performance of the Work. Contractor warrants that Contractor will: (i) perform, supervise and direct the Work, using the Contractor's best skill and attention, in a good and workmanlike manner and in the best and most expeditious and economical manner consistent with the interests of the Owner; (ii) utilize its best skill, efforts and judgment in furthering the interests of the Owner; (iii) perform the Work in strict compliance with applicable Laws and Regulations, such that the Work, no later than the time for completion, will comply with applicable Laws and Regulations; (iv) furnish efficient business administration and supervision (all of the foregoing collectively, the "Standard of Care"); and (v) perform the Work in strict accordance with the Contract Documents. If directed by the Engineer, Contractor shall maintain an office on or adjacent to the Site. Regardless of what authority

and rights may be assigned by the Owner to the Engineer, Contractor remains fully and solely responsible and liable for its obligations to perform the Work in strict accordance with the requirements of the Contract Documents; to insure against failures in safety precautions; to carry out the Work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the Work in order to fully comply with the Plans, Specifications and other Contract Documents; and to otherwise complete the Work in accordance with the Contract Documents.

- 5.04. CONTRACTOR'S AGENT. Contractor, during Contractor's absence from the Site, shall keep a competent English speaking superintendent or foreman upon the Site, fully authorized to act for Contractor in Contractor's absence. Contractor shall provide Engineer and Owner with written notification of such individual's position, name, and contact information. Any notice given by Engineer, when given to any superintendent, foreman, or agent of Contractor in charge of any operation of the Work in the absence of Contractor, shall be considered as notice to Contractor, provided any notice given under this paragraph shall be in writing.
- 5.05. CHARACTER OF WORKERS. Contractor agrees to employ only orderly, competent, and skillful people to do the Work; and agrees that whenever Owner shall inform the Contractor in writing that any person(s) or subcontractors on the Work are, in Owner's opinion, incompetent, unfaithful, or disorderly, such person(s) or subcontractor shall be discharged from the Work and shall not again be employed on the Work without Owner's written consent.
- 5.06. CONSTRUCTION MATERIALS. Contractor shall provide all labor, tools, equipment, machinery, and material necessary in the prosecution and completion of this Contract, unless otherwise specifically provided. It is understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any material, tools, or machinery of Contractor. Owner shall not be responsible for any part of the Work until the risk of loss has transferred to the Owner upon Substantial Completion. The Contractor shall incorporate into the Work only new materials and equipment and shall store these materials and equipment in a manner to protect them from damage. The manner of protection is subject to specific approval of the Engineer. Pipe, fittings, equipment, and other serviceable materials found on the Site or dismantled by reason of construction shall remain property of the Owner unless otherwise designated. The Contractor shall remove and deliver materials to Owner at designated points and shall pay, at prevailing market price, for usable materials that are damaged through negligence or otherwise.
- 5.07. OTHER CONTRACTS. Other construction may be underway concurrently in this area. The Contractor shall afford utility companies and other contractors reasonable opportunity for introduction and storage of their materials and execution of their work. All Work under this Contract must be properly connected and coordinated with that constructed by others and Contractor has the duty and obligation to connect and coordinate the Work with work constructed by others related to the Project so the Work and Project function as intended.
- 5.08. DAMAGES. In the event Owner is damaged in the course of the Work by the act, negligence, omission, mistake, or default of Contractor, or should Contractor delay the progress of the work being done by others on the Project, or other projects of Owner, so as to cause loss or liability to Owner, then Contractor shall reimburse Owner for such loss.

NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, IN NO EVENT (INCLUDING, WITHOUT LIMITATION, DEFAULT BY OWNER), SHALL OWNER'S LIABILITIES, IF ANY, TO CONTRACTOR EVER EXCEED THE TOTAL CONTRACT PRICE, LESS ALL SUMS FOR WORK, MATERIALS AND/OR LABOR PREVIOUSLY PAID TO CONTRACTOR BY OWNER AND CONTRACTOR RELEASES OWNER FOR ANY LIABILITIES IN EXCESS OF SUCH TOTAL CONTRACT PRICE, INCLUDING WITHOUT LIMITATION LIABILITIES ARISING FROM OWNER'S NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CAUSES OF ACTION OR CLAIMS.

- 5.09. TITLE AND RISK OF LOSS. Although Contractor has custody and possession of the Work, as between Owner and Contractor, ownership and title to (as opposed to risk of loss of) all of the Work completed and in the course of construction at the Site and of all materials furnished irrespective of the location thereof, shall be in the name of the Owner. The vesting of such title in the Owner shall not impose any obligations on the Owner or relieve Contractor of any of its obligations hereunder. The Contractor warrants that it shall acquire no Work or equipment and materials, whether directly or through a subcontractor, subject to an agreement under which a security interest is retained by the seller or otherwise imposed by the Contractor, any subcontractor, or any other person or entity. Notwithstanding the passage of title, risk of loss or damage shall remain with Contractor until Substantial Completion approved by the Owner.
- 5.10. PROTECTION OF PERSONS AND PROPERTY. Contractor shall at all times take reasonable precautions for the safety of its employees and of all other persons at the Site, and for the protection of property of others, including property adjacent to the Site. Contractor shall comply with all applicable federal, state, and municipal safety laws and regulations and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the Manual of Accident Prevention in Construction published by the Associated General Contractors of America unless such instructions are incompatible with Laws and Regulations. Where damage occurs to property of others due to Contractor's or its subcontractors' or suppliers' acts or omissions, or where necessary to take down fences, signs, or other obstructions, Contractor shall repair, renew or replace in their original condition and restore damaged property or make satisfactory restitution to a condition equal to or better than that which existed before Contractor caused the damage or removal, at no cost to Owner. Contractor shall promptly report to Engineer all accidents involving Contractor's employees or any other parties or property. Where livestock are present, Contractor shall take all necessary precautions to assure that no construction or construction related activity will allow livestock to leave their confine. Where existing fences are being crossed, Contractor shall maintain the integrity of the fence during construction through placement of guards, temporary fences, or other adequate measures as approved by the Engineer. All construction activities, including ingress and egress, shall occur within the boundaries and Contract constraints of the temporary and permanent construction limits. Additionally, no staging, parking, loading, and/or unloading shall occur outside of the designated construction limits.
- 5.11. INSURANCE AND BONDS. Contractor shall procure and maintain in force and effect during the Work the insurance described in the Special Conditions. In addition, Contractor agrees to insure the Work under an appropriate builder's risk or other insurance policy until

the risk of loss transfers to Owner pursuant to 5.09. It is further agreed by the Parties to this Contract that Contractor will execute a Performance Bond, Maintenance Bond and/or Payment Bond, each as further specified in the Special Conditions.

5.12. INDEMNIFICATION.

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

- (I) BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER, EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE INDEMNIFIED PARTIES; AND
- (II) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (I), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THIS CONTRACT OR IN CONNECTION WITH THE PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER.



**PROVIDED, HOWEVER, THAT CONTRACTOR'S OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO ENGINEER, ARCHITECT, OR LANDSCAPE ARCHITECT OR THEIR AGENT, SERVANT, OR EMPLOYEE (THE "PROFESSIONAL PARTIES") FOR DAMAGE THAT:**

- I. IS CAUSED BY OR RESULTING FROM DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE PROFESSIONAL PARTIES, OR NEGLIGENCE OF THE PROFESSIONAL PARTIES IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONTRACT DOCUMENTS AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONTRACT DOCUMENTS; AND**
- II. ARISES FROM PERSONAL INJURY OR DEATH, PROPERTY INJURY, OR ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY INJURY.**

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.

THIS INDEMNIFICATION OBLIGATION IS INDEPENDENT OF THE INSURANCE REQUIRED HEREIN.

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

**INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**Each party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that the party has no notice or knowledge of such provision or that the provision is not "conspicuous."**

**If other provisions contain any indemnities or limitations, such indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided herein to the end that all indemnities provided in the Contract Documents shall be construed to grant indemnity to the Indemnified Parties to the fullest extent of each such indemnity.**

**Contractor shall include in each of its subcontracts with its subcontractors of every tier the provisions of this Section 5.12 in the same form as in all material respects to those contained herein. Such provisions shall be for the benefit of and in favor of the Indemnified Parties and such other parties on whom Contractor and such subcontractors may agree.**

**5.13. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT AND INDEMNIFICATION.**

- a. Contractor shall not furnish or provide to Owner any materials or Work that infringe a third party's intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like). Contractor shall not disclose or provide to Owner any information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas which Contractor does not own or otherwise have the right to disclose or provide to Owner.
- b. Contractor represents and warrants that the materials and the Work shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such materials and Work shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- c. Contractor represents and warrants to Owner that all information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas disclosed or provided to Owner shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- d. Contractor represents and warrants that all processes or methods utilized by Contractor to provide its services to Owner are free from infringement of third party intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like) and that all

products provided by Contractor to Owner are free from third party claims of infringement of intellectual property rights, including allegations that the product infringes the claims of the United States process patent in violation of the Process Patents Amendment Act of 1988. Contractor shall cooperate fully and promptly with Owner with respect to any notice of infringement or request for disclosure or response to a request for disclosure generated or received by Owner in connection with Contractor's Work pursuant to the Process Patents Amendment Act of 1988. To the extent that Contractor obtains products from third parties which it intends to provide to Owner, Contractor shall obtain agreements from Contractor's vendors to cooperate in connection with requests for disclosure generated or received by Owner pursuant to the Process Patents Amendment Act of 1988.

- e. THE INDEMNITY AGREEMENT PROVIDED IN CONTRACTOR'S INDEMNITY OBLIGATION PROVIDED IN SECTION 5.12 ABOVE, INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: (I) CONTRACTOR'S BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING INTELLECTUAL PROPERTY RIGHTS; (II) ALLEGATIONS THAT OWNER, BY USE OF THE MATERIALS OR THE WORK, INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (WHETHER IT BE CLAIMS OF IMPROPER USE OF CONFIDENTIAL INFORMATION, PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR THE LIKE); (III) ALLEGATIONS THAT A THIRD PARTY OWNS INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS, DESCRIBED OR PROVIDED BY CONTRACTOR TO OWNER; (IV) ALLEGATIONS THAT OWNER'S OWNERSHIP OR USE OF INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DISCLOSED OR PROVIDED BY CONTRACTOR TO OWNER INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) ALLEGATIONS THAT THE PROCESSES UTILIZED BY CONTRACTOR IN PROVIDING ITS SERVICES TO OWNER INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS (INCLUDING A VIOLATION OF THE PROCESS PATENTS AMENDMENT ACT OF 1988); OR (VI) THE COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES INCURRED BY OWNER, IN ENFORCING THE INTELLECTUAL PROPERTY INDEMNITY INCLUDED IN THIS PARAGRAPH.

IN ADDITION TO CONTRACTOR'S INDEMNITY OBLIGATION PROVIDED IN SECTION 5.12, ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND

**INCLUDING ALL RELATED FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, BASED UPON, ARISING OUT OF, OR RELATING TO ANY ALLEGATION OF VIOLATION OF COPYRIGHT LAWS AS A RESULT OF CONTRACTOR'S PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK.**

- f. Contractor confirms and agrees that the Owner has and shall retain all rights, title, and interest in and to the drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights, provided to Contractor by or on behalf of Owner, and that by use of such drawings, documents, designs and information, the Contractor shall not acquire any right, title, or interest in such drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights. *The Owner makes no representation or warranty, and hereby disclaims any such warranty, that any information provided to the Contractor by or on behalf of the Owner in connection with the Work can be used without infringing any intellectual property rights of third parties under any intellectual property rights of the world.*

- 5.14. SUBCONTRACTOR'S ASSIGNMENT AND SUBLETTING. Contractor shall be fully responsible to Owner for all acts and omissions of any subcontractor, supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Contractor. All Work performed for Contractor by such subcontractor, supplier, persons or organization shall be pursuant to an appropriate agreement between Contractor and each such party that specifically binds such party to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

Contractor shall timely pay its subcontractors and material suppliers, as required by law and any agreements between or among Contractor and its subcontractors/material suppliers or other persons or organizations performing the Work, and such payments are a condition precedent to final payment.

- 5.15. CONTRACTOR'S SETTLEMENT OF THIRD PARTY CLAIMS. Contractor shall promptly settle or cause the settlement of all claims for which it is responsible, in whole or in part, pursuant to the Contract Documents. Upon receipt of any claim, Contractor shall immediately notify the Owner of the full particulars thereof, and the Owner may elect, by notice to Contractor, to have its representative accompany Contractor's representative in making settlement of the same.

- 5.16. SETTLING THIRD PARTY SMALL CLAIMS. Owner shall provide Contractor written notice of any claims made arising out of or relating to the Contract or the Contractor's performance of the Work. Contractor shall, within ten (10) calendar days following such notice, appoint in writing and thereafter, until Final Completion, unless earlier allowed by Owner, maintain on the Site a special agent who shall have full duty and authority on behalf of Contractor to settle and pay any claims payable by Contractor described herein, to request or confirm payment by Owner of such claims for the account of Contractor, and to do all other things necessary or convenient in connection with the foregoing authority. In addition, Contractor shall cause said special agent to accompany the representative of Owner to solicit



the settlement of such claims as Owner's representative may request. Contractor, through its special agent, shall settle and pay claims payable by Contractor hereunder, but only in the presence and with the cooperation of the representative of the Owner, and in such settlement Contractor shall take receipts and releases in favor of and releasing the Indemnified Parties as well as Contractor.

Understanding that Owner has a special interest in preserving the good will of persons whose property may be injured in the course of the Work, should Contractor fail to settle and pay claims, including providing written receipts and releases in favor of and releasing the Indemnified Parties, within thirty (30) calendar days of Owner's initial written notice, Owner shall thereafter have the rights and authority (in Owner's discretion) to itself settle and pay, on Contractor's behalf, such claims as described in this paragraph. Contractor expressly acknowledges, acquiesces and confirms that a representative of Owner may, in good faith, determine whether claims are payable in whole or in part by Contractor under the provisions herein (the hazard and expense of litigation and the special interest of Owner in liquidating all claims being considered), and if found so payable in part, the portion thereof payable by Contractor. To minimize the expense of employing agents in settling claims, Contractor hereby further authorizes Owner to settle and pay any claims payable by Contractor hereunder which may be settled at Owner's sole election for up to \$10,000 per claim (or such greater amount per claim as Contractor may fix by written notice to Owner). The amount of any such claims may be withheld from Contractor's final payment.

Contractor shall reimburse Owner for all costs and expenses incurred by Owner in the settlement of any claims payable by Contractor.

- 5.17. CONTRACTOR'S USE OF OWNER'S PROPERTY. In the event that any arrangement is made whereby Contractor or any of its subcontractors of any tier use any employees of Owner, any tools, equipment, apparatus, improvements or other personal property of Owner or any utilities (such as electricity, gas, water, compressed air and toilet facilities) furnished by or through Owner, irrespective of who pays the employees and regardless of whether any consideration is paid for the use of the tools or the utilities, then the employees while engaged in the use of the tools or the utilities shall be conclusively considered the agents, servants, and employees of Contractor, and the acceptance and/or use of the tools or the utilities by Contractor or its subcontractors of every tier shall mean the Contractor has inspected and determined the tools and utilities satisfactory for Contractor's intended purposes and uses, and accepted full responsibility for the tools and utilities. **Owner makes no representation or warranty regarding the condition or suitability of any such tools, equipment, apparatus, improvements, other property or utilities and Contractor releases Owner from all such claims of representation and/or warranty with regards the conditions of suitability of such tools, equipment, apparatus, improvements, other property, or utilities.** Contractor shall return the tools at the conclusion of Contractor's use thereof in the same condition as when received, ordinary wear and tear excepted.

5.18. LAWS AND REGULATIONS.

- a. Prior to beginning the Work, Contractor shall become familiar with all of the Laws and Regulations relating to the Work or which in any manner might affect the Work, and shall thereafter comply with all such Laws and Regulations. Contractor shall, at its expense, obtain all permits, licenses, certificates and other authorizations required

by or reasonably necessary in connection with the Work and shall at all times observe and comply with the Laws and Regulations.

- b. Contractor agrees that all financial settlements, billings, and reports rendered to Owner as provided for in the Contract Documents will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of Owner, which data may be relied upon by Owner and Engineer as being complete and accurate in any further recording and reporting made by Owner for whatever purpose.
- c. Contractor agrees to notify Owner promptly upon discovery of any instance where the Contractor fails to comply with provision (a), above, or where Contractor has reason to believe data covered by (b), above, is no longer accurate and complete.

5.19. BUSINESS STANDARDS. Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Owner. Contractor shall review with the Owner at reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with the Owner's employees, agents, and representatives, vendors, subcontractors and other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

In connection with this Contract and the Work, neither Contractor, its subcontractors of every tier, nor the employees, representatives, and agents of Contractor or any such subcontractor shall at any time solicit, accept, offer, or bestow gratuities of more than nominal value from or to one or more of the Indemnified Parties, any of Owner's other contractors associated with the Work, the employees, agents, or representatives of such other contractors, or anyone else associated with the Work. Violation of this policy by Contractor or any subcontractor shall constitute a material breach of Contractor's obligations under the Contract Documents that may result at the Owner's election in a declaration of default.

5.20. SAFETY.

- a. Contractor shall develop a safety program applicable to each job site and to the Work to be done and enforce such program at all times. Further, Contractor shall comply with all applicable Laws and Regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Contractor employees. Contractor shall have complete control of the Work and Site and responsibility for protecting the safety and health of its employees, subcontractors, and all other persons.
- b. Contractor shall notify Owner immediately by telephone, with prompt confirmation in writing, of injuries and fatalities that occur on the Site in connection with any Work being performed under this Contract and shall provide Owner with such reports of injuries and fatalities as Owner shall deem necessary, including but not limited to,

copies of all reports or other documents filed or provided to Contractor's insurers or the State of Texas in connection with such injury or fatality.

- c. Nothing contained herein shall be interpreted as enlarging Owner's legal duty to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor.

5.21. ALCOHOL, DRUGS, WEAPONS, ETC. The use of alcohol or controlled substances by any Contractor Parties on Owner's property or the Site or any person remaining on Owner's property or the Site under the influence of such substances is strictly prohibited. In addition, possession of alcohol, controlled substances, firearms, explosives, weapons, and hazardous substances or articles without proper authorization is not permitted on Owner's property or the Site. Entry onto Owner's property is deemed to be consent to and recognition of the right of Owner or a representative of the Owner who has been specifically authorized to search the person, motor vehicles, and other property of each individual while entering, on, or departing the Site.

5.22. UTILITY SERVICES FOR CONSTRUCTION. The Contractor shall provide all utilities necessary for construction at no additional cost to Owner unless otherwise specified in the Contract Documents.

5.23. OPERATION AND MAINTENANCE MANUALS. Operation and maintenance manuals are to be provided where required by an item in the Technical Specifications. The Contractor is responsible for obtaining installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the Contract and shall submit three copies of each complete manual and one CD to the Engineer within ninety (90) days after approval of Shop Drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the Site or storage location. Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor and/or Engineer to install, test, and start up equipment. Contractor shall comply with all such manuals in installing and operating such equipment.

Each manual must be bound in a folder and labeled to identify the contents and project to which it applies. The Engineer may additionally request electronic copies of each manual, stored on electronic media suitable to the Engineer. The manual should contain the following:

- a. An 8-1/2-inch x 11-inch typewritten sheet listing the manufacturer's identification, including order number, model, and serial number and location of parts and service centers.
- b. A separate 8-1/2-inch x 11-inch typewritten list of recommended stock of parts, including part number and quantity.
- c. Complete replacement parts list.
- d. Performance data and rating tables.

- e. Specific instructions for installation, operation, adjustment, and maintenance.
- 5.24. INTERRUPTION OF UTILITY SERVICES. The Contractor shall not operate any valve or other control on existing systems. The Contractor shall exercise care in performing Work so as not to interrupt service, including, but not limited to, locating and uncovering existing utilities ahead of heavy excavation equipment and at house connections, either lifting trenching machine over lines or cutting and reconnecting with minimum interruption of service, as approved.
- 5.25. TRAFFIC AND OTHER SAFETY MEASURES. If the Work occurs on, near, or adjacent to any street, alley, or public place or where construction creates hazard to property, traffic, or public safety, the Contractor shall furnish and maintain suitable barricades, warning signs, lights and other safety items or mechanisms and remove same when no longer necessary. The Contractor shall be responsible for all phases of traffic control according to the guidelines as set forth in Manual on Uniform Traffic Control Devices and per all Laws and Regulations.
- 5.26. USE OF STREETS. Except where approved otherwise, the Contractor may not hinder or inconvenience travel on streets or intersecting alleys for more than two blocks at any one time. Whenever streets are closed the Contractor shall comply with all Laws and Regulations and place properly worded signs announcing such fact to the public, with proper barricades at the nearest street corners, on both sides of obstruction. The Contractor shall leave no street or driveway blocked at night. When streets are closed, Contractor shall also notify the Engineer, the Fire Department and the Police Department and any other parties required by Law and/or Regulation(s). The Contractor shall not block ditches, inlets, fire hydrants, etc., and, where necessary, shall provide temporary drainage.

The Contractor shall remove as soon as practicable, accumulated rubbish and open each block for public use. Use of any portion of a street shall not constitute acceptance of any portion of Work. The Contractor shall backfill and shape trenches across street intersections or driveways for safe traffic at night or, where permitted, span open trenches with steel plates or bridges to permit traffic flow. When driveways are cut, the immediate placement of mats for ingress or egress of vehicles may be directed if undue hardship to property owner would otherwise result and/or the Law requires.

- 5.27. CONSTRUCTION STORMWATER DISCHARGES. The Contractor shall, without any additional expense to the Owner, be responsible for obtaining any necessary licenses and permits and for complying with all applicable Laws and Regulations, including, but not limited to, any Laws or Regulations concerning storm water permitting and management. Specifically, without limitation, the Contractor will comply with all aspects of the Texas Pollutant Discharge elimination System ("TPDES") General Permit for Storm Water Discharges from Construction Activities in Texas and with the Storm Water Pollution Prevention Plan (SWPPP) that has been developed for the Project. At Owner's expense, the baseline SWPPP for the Project will be provided by the Engineer to Contractor. The Contractor will implement the baseline SWPPP and advise the Engineer in writing prior to implementing any changes required to the SWPPP due to changes in construction activities. The Engineer may update SWPPP due to changes in construction activities. The Contractor will file the Notice of Intent ("NOI") for permit coverage with the Texas Commission on Environmental Quality and will maintain a copy thereof, file stamped by such governmental authority, at the Site. Weekly inspection to ensure compliance with the SWPPP and other



permit requirements will be performed by the Contractor. Upon Final Completion, the Contractor shall file the Notice of Termination ("NOT") with the Texas Commission on Environmental Quality.

**The Contractor, and not the Owner, shall be responsible for, and the Contractor shall indemnify Owner from and against, any and all monetary fines or damages assessed by any governing agency resulting from the failure to comply with the requirements of the SWPPP.**

- 5.28. **SITE MAINTENANCE AND CLEAN-UP.** Contractor shall maintain the Site during construction to keep it reasonably neat and free of trash, rubbish, and other debris. In clean-up operations, Contractor shall remove from the Site and from public and private property temporary structures, rubbish, and waste materials and dispose of excavated materials beyond that needed to bring the Site to elevations shown. During final clean-up, any road constructed by Contractor for access to the Site must be leveled and ruts filled so that surface drainage is not hindered.
- 5.29. **AS-BUILT DIMENSIONS/ RECORD DRAWINGS.** The Contractor shall make daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities. Upon completion of Work, the Contractor shall furnish Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and location of all Work constructed.
- 5.30. **SANITATION.** Necessary sanitary conveniences for the use of laborers on the Work, properly secluded from public observation, shall be constructed and maintained by Contractor, in accordance with all Laws and Regulations and in such manner and at such point as shall be approved by Owner, and their use shall be strictly enforced.
- 5.31. **CONTRACTOR'S BUILDINGS.** The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as Owner shall prescribe, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to Owner in accordance with all Laws and Regulations.

#### **ARTICLE VI. ENGINEER'S STATUS DURING CONSTRUCTION**

- 6.01. **ENGINEER'S AUTHORITY AND DUTY.** It is mutually agreed between the parties to this Contract that: Engineer will act as Owner's representative during the construction of the Project, and that no act or omission on the part of Engineer, or its subordinates or representatives, will excuse Contractor from full and proper performance of this Contract according to its terms, or give rise to any liability or obligation from Engineer to Contractor. All authority and rights assigned by the Owner to the Engineer with respect to the Work are solely and exclusively for the benefit of the Owner and not for the Contractor. The Engineer shall have no liability to Contractor under these Contract Documents.

As a contractual adjudication procedure pursuant to Local Government Code 271.154 and in order to prevent delays, it is further agreed by and between the parties to the Contract that, if it cannot be otherwise agreed, Engineer shall in all cases: (i) determine the amounts and quantities of the several kinds of Work which are to be paid for under this Contract; (ii)

determine all questions in relation to said Work and the construction thereof; and (iii) decide every question in writing which may arise relative to the performance of this Contract on the part of Contractor. Provided, however, that should Engineer render any decision or make any requirement which, in the opinion of Contractor, is not in accordance with the meaning and intent of this Contract, Contractor must file with Engineer, as part of the contractual adjudication procedure, within thirty (30) calendar days, of Engineer's written decision Contractor's written notice of objection(s) to the decision or requirement so rendered. Contractor's failure to object to Engineer's decision or requirement within such contractual adjudication period of thirty (30) calendar days shall be deemed Contractor's agreement with such decision or requirement. It is the intent of this Contract that there shall be no delay in the performance of the Work. To this end, the decision or requirement of Engineer shall be promptly carried out. Engineer shall, within a reasonable time or as otherwise required in the Contract Documents, render and deliver to both Owner and Contractor a written decision on all Claims of the parties hereto and on all questions that may arise relative to the execution of the Work or the interpretation of the Contract, Technical Specifications, or Plans.

- 6.02. EXAMINATION, OBSERVATION, AND TESTING. It is agreed by Contractor that Engineer shall be and is hereby authorized to appoint from time to time such subordinate engineers or Project representatives as Owner may deem proper to examine the material furnished and observe the Work done and to ascertain whether the said material is furnished and said Work is done in accordance with the Contract Documents. Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers or Project representatives for the proper examination and testing of the Work and materials. The authority of subordinate engineers and Project representatives shall be limited to examination, observation, and testing of Work and materials, and reporting same to Engineer.
- 6.03. PRELIMINARY APPROVAL. Neither Engineer nor its subordinates shall have any power to waive the obligations of this Contract for the furnishing by Contractor of good, new material, or for Contractor's obligations to perform the Work in a good and workmanlike manner as herein described and in full accordance with the Plans, Technical Specifications, and other Contract Documents. No action taken or thing done, written or oral, including, but not limited to, inspections made, payments made, or Final Completion of the Work, and no failure or omission of Engineer or its subordinates to discover, object to, or condemn any defective Work or material, shall release Contractor from the obligation to fully and properly perform the Contract, including, without limitation, the obligation to at once tear out, remove, and properly replace the same.

Any questioned Work may be ordered by Engineer to be taken up or removed for re-examination prior to Final Acceptance, and if found not in accordance with the Contract Documents for said Work, all expense of removing, reexamination, and replacement shall be borne by Contractor; cost of uncovering any Work will be borne by Owner only when the Work is found acceptable and the Work was originally performed with the knowledge of the Engineer.

- 6.04. RIGHT OF ENGINEER TO MODIFY MATERIALS AND EQUIPMENT. The Contractor shall provide and use accepted equipment and materials in sufficient qualities and quantities to facilitate diligent prosecution of the Work to the end that the Work will be completed within the time for completion and otherwise in accordance with the Contract Documents. If at any time Engineer shall find that the materials or equipment used by Contractor are faulty

or inadequate to secure the quality of Work or the rate of progress necessary for Contractor to complete the Work (or any portion thereof) within the time period required by this Contract or otherwise will prevent the Work from being completed in accordance with the Contract Documents, Engineer may, in writing, require Contractor to improve the materials and/or equipment, and/or replace and/or supplement them, and Contractor shall comply with such requirements.

- 6.05 WORK FORCE AND EQUIPMENT. If at any time the working force of Contractor is inadequate for securing the progress herein specified, Contractor shall, if so notified in writing, increase its work force or equipment, or both, to such an extent as to ensure compliance with the schedule of progress (and timely completion of the Work) all in accordance with the Contract Documents.

#### ARTICLE VII. EXTRA WORK/ CHANGE ORDERS/ CLAIMS

- 7.01. CHANGES AND ALTERATIONS. Contractor further agrees that Owner may make such changes and alterations as Owner may see fit in the line, grade, form, dimensions, Plans, Technical Specifications, or materials for or scope of the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this Contract and the accompanying Bonds.

If such changes or alterations diminish the quantity of the Work to be done, such changes may reduce the Contract Price according to the quantity of Work actually done and the unit price established for such Work under this Contract and shall not constitute the basis for a Claim. If such changes or alterations increase the amount of Work and the increased Work can fairly be classified under the Plans, Technical Specifications, or other Contract Documents, such increase shall be paid for according to the quantity of Work actually done and at the unit prices established for such Work under this Contract, otherwise such Extra Work shall be paid for as provided in this Article. If Owner makes such changes or alterations as makes useless any Work already done or materials already furnished or used in accordance with the Contract Documents in connection with said Work, then Owner shall recompense Contractor for such Work, labor and materials, in accordance with the prices therefore in the Contract Documents, made useless by such change.

- 7.02. EXTRA WORK. It is agreed that Contractor shall perform all Extra Work when presented with a Written Work Order or Change Order. **The Contract Price for Extra Work may be changed only by a Change Order signed by Owner, Engineer, and Contractor.** It is agreed that pricing in any Change Order for performing Extra Work shall be determined by one (1) or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "actual field cost" of the Extra Work, less any savings attributable to the change, alteration or addition, plus fifteen percent (15%) of the net amount.



In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, and all materials, supplies, teams, trucks, and rentals on machinery and equipment for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred if such equipment or machinery be not already on the job together with all power, fuel, lubricants, water, and similar operating expenses; also all necessary incidental expenses, incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable proportion of premiums on all Bonds and all insurance as may be required by any law or ordinance, or required by Engineer or Owner, or by them agreed to. Engineer may prescribe the form in which accounts of the "actual field cost" shall be kept and may also specify, in writing, before the Work commences, the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Work Order or Change Order. The fifteen percent (15%) of the "actual field cost" to be paid Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate this office shall be included in the "actual field cost." When Extra Work is performed by a subcontractor, the fifteen percent (15%) will apply to the subcontractor only. The Contractor will be allowed five percent (5%) for overhead and profit.

**No Claim for Extra Work of any kind will be allowed unless ordered in writing by Engineer.** In case any requirements, response to request for information, response to a submittal or other communication made by Engineer or any other event appear to Contractor to involve Extra Work for which Contractor should receive compensation, Contractor shall immediately, and **in any event within thirty (30) calendar days after being notified of any such requirement, response, or communication or after such event**, make written request to Engineer for written authorization there for. Such written request for written authorization shall set forth Contractor's belief of, basis for and amount of expected compensation. **IN NO EVENT SHALL CONTRACTOR BEGIN PERFORMING THAT PORTION OF THE WORK AFFECTED BY SUCH REQUIREMENT, RESPONSE, OR COMMUNICATION PRIOR TO GIVING SUCH WRITTEN REQUEST FOR WRITTEN AUTHORIZATION TO THE ENGINEER.** Any written request for written authorization not timely made by the Contractor shall be deemed a waiver by the Contractor of its right to assert and recover any additional compensation or otherwise on a Claim in respect of such request, response, or communication. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and Engineer insists upon its performance, Contractor shall proceed with the Work after making its written request for written authorization to Engineer and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor a written decision on all Claims as provided under Section 6.01 in these General Conditions.

- 7.03 **ESTIMATED QUANTITIES.** The estimated quantities of the various classes of Work to be done and material to be furnished under this Contract are approximate and are to be used only



as a basis for estimating the probable cost of the Work and for comparing the Bids offered for the Work. It is understood and agreed that the actual amount of Work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that the basis for determining quantities for payment under this Contract shall be the actual amount of such Work done and the material incorporated.

**CONTRACTOR AGREES THAT IT WILL MAKE NO CLAIM AND RELEASES OWNER FOR DAMAGES, ANTICIPATED PROFITS, OR OTHERWISE ON ACCOUNT OF ANY DIFFERENCES WHICH MAY BE FOUND BETWEEN THE QUANTITIES OF WORK ACTUALLY DONE OR THE MATERIAL ACTUALLY INCORPORATED UNDER THIS CONTRACT AND THE ESTIMATED QUANTITIES CONTEMPLATED AND CONTAINED IN THE BID.**

Where the final quantity of Work performed by Contractor on "Major Unit Price Work" item differs by more than twenty-five percent (25%) from quantity of the item stated in the Contract, a party may request (subject to Owner's approval) an adjustment in the unit price, for the portion that differs by more than twenty-five percent (25%), by a Change Order. Major Unit Price Work is defined as an individual unit price line item whose original total value: (i) is greater than five percent (5%) of original Contract Price; (ii) becomes greater than five percent (5%) of original Contract Price as the result of an increase in quantity; or (iii) is greater than or equal to \$100,000, whichever is least.

- 7.04. **EXTENSION OF TIME.** Subject to the remainder of this paragraph, should Contractor be delayed in the completion of the Work by any act or negligence of Owner or Engineer, or by any employee of either, or by other contractors employed by Owner, or by changes ordered in the Work, then, if the other requirements for an extension of time are met, an extension of time shall be allowed for completing the Work sufficient to compensate for the delay, the amount of the extension to be the amount approved by Owner, based on the recommendation by Engineer; provided, however, that Contractor shall give Engineer notice in writing of the cause of such delay and the impact to the critical path of the schedule prior to the tenth day of the month following the month in which the delay occurred. Failure to file requests for extension of time within the time set forth in and otherwise as required by this paragraph shall constitute a waiver of any rights the Contractor may have had to such extensions of time. Contractor shall support its request for time extension with such information as required by Engineer. Approved extensions of time must be made in writing, signed by the Owner, Engineer, and Contractor.

**Contractor will not be allowed time extensions that are due to: (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven (7) hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent**

**delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.**

7.05 HINDRANCES, INTERFERENCES, DISRUPTIONS, AND DELAYS. The Contractor shall receive no financial compensation for delay, interference, disruption, or hindrance at any time in the commencement or progress of the Work for any reason and for any period of time, by an act, omission or neglect, or otherwise, of the Owner, Engineer or any other consultant or Contractor of the Owner, or of an employee of any of them; or by changes ordered in the Work; or by fire, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes that may justify delay. To the fullest extent allowed by applicable Laws and Regulations, in no event shall the Owner be liable to the Contractor or any subcontractor or supplier, any other person or any surety for or any employee or agent of any of them, and Contractor releases Owner, for any damages arising out of or associated with any delay, interference, disruption, or hindrance to the Work, regardless of the source of the delay, interference, disruption, or hindrance, AND EVEN IF SUCH DELAY, HINDRANCE, DISRUPTION OR INTERFERENCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT, HOWEVER CHARACTERIZED, OF THE OWNER OR THE ENGINEER OR THE EMPLOYEES, REPRESENTATIVES OR AGENTS OF THE OWNER OR ENGINEER. The Contractor's sole remedy in any such case shall be an extension of time in such amount as allowed by Section 7.04 of these General Conditions.

7.06 NOTICE. CONTRACTUAL ADJUDICATION PROCEDURES. It is agreed that, unless specifically waived in the Contract Documents, all Claims shall be referred to Engineer for a decision. All Claims shall be in writing and filed with Engineer within thirty (30) calendar days of the event giving rise to such Claim, unless a specific provision of the Contract Documents provide a shorter period of time for such filing, in which case it shall occur within such shorter time. Written notice stating the general nature of each Claim and the amount or extent of the Claim, with supporting data, must be provided so the Owner and Contractor can investigate and settle disputes, if any, while construction continues. The Claim shall also be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event. Engineer shall reply to such written Claims by Contractor and render its final decision in writing within thirty (30) days of receipt of the Contractor's last submittal. In the event Engineer shall take no action, the Claim shall be deemed denied. Contractor must provide notice of its intent to appeal Engineer's decision within ninety (90) days of Engineers final decision or within ninety (90) days from the end of the thirty (30) day timeframe for Engineer to reply to Contractor's written Claim, whichever is earlier.

Contractor hereby confirms its willingness and ability to comply with the contractual adjudication procedures of the Contract Documents for seeking an adjustment in price or time, or other relief and hereby agrees that the time periods, notice requirements and procedures set forth in the Contract Documents are reasonable time periods, notice requirements and procedures and that Owner will be prejudiced if Contractor fails to comply with such time periods, notice requirements and procedures. ACCORDINGLY, CONTRACTOR'S FAILURE TO COMPLY WITH THE TIME PERIODS, NOTICE REQUIREMENTS AND CONTRACTUAL ADJUDICATION PROCEDURES OF THE

CONTRACT DOCUMENTS WITH RESPECT TO A CLAIM FOR ADJUSTMENT IN PRICE OR TIME, DAMAGES OR OTHER RELIEF SHALL CONSTITUTE A WAIVER OF THE CLAIM, INCLUDING CLAIMS ARISING OUT OF OWNER'S NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

IT IS FURTHER AGREED THAT ACCEPTANCE BY CONTRACTOR OF THE FINAL PAYMENT SHALL BE A BAR TO ANY CLAIMS OR SUITS BY CONTRACTOR AGAINST OWNER FOR ANY MATTERS RELATED TO THIS CONTRACT, INCLUDING MATTERS ARISING OUT OF OWNER'S NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

#### **ARTICLE VIII. TESTS AND INSPECTIONS/ DEFECTIVE WORK/ WARRANTY**

8.01. TESTING AND INSPECTION. The Owner shall arrange and obtain all inspections and tests required by the Contract Documents; provided, however, that if initial testing fails, all retests will be at Contractor's sole expense. Such testing and inspection is for the sole benefit of Owner, and Owner makes no representation or warranty as to the accuracy of the results of any test or inspection. Contractor at its own expense shall provide such laboratory with all test specimens required by the Contract Documents. The Contractor shall notify the Engineer prior to manufacture or fabrication of items so that observation may be accomplished and furnish field samples of materials to Engineer for testing.

8.02. DEFECTS AND THEIR REMEDIES; WARRANTY PERIOD. It is agreed that if the Work or any part thereof, or any material delivered to the Site for use in the Work or selected for the Work, shall be deemed by Engineer as unsuitable or not in conformity with the Contract Documents, Contractor shall, after receipt of written notice thereof from Engineer, forthwith remove such material and rebuild or otherwise remedy such Work so that it shall be in full accordance with this Contract.

It further is agreed that all Work or any part thereof, including equipment installed, shall be free from defects due to faulty workmanship or materials during the warranty period of one year from the date of Final Completion. Contractor shall notify Engineer in writing thirty (30) days in advance of the expiration of such one-year warranty period, and Engineer shall thereafter schedule a final inspection of the Work prior to the expiration of the warranty period. Contractor's failure to notify the Owner of the expiration of the warranty period, as provided herein, shall extend the warranty period for successive thirty (30) day periods until such written notice is received. Upon notice from Owner, Contractor shall repair defects in all construction that develop during the warranty period, or as noted on the final inspection report, at no cost to Owner. Neither Final Acceptance nor final payment nor any provision in the Contract Documents relieves Contractor of the above guarantee.

If observed by Owner, notice of the defects will be given by Owner to Contractor with reasonable promptness. Failure to repair or replace defect upon notice entitles Owner to repair or replace same and recover reasonable cost thereof from Contractor and/or its surety.

8.03. RIGHT OF ENTRY. Owner reserves the right to enter the property or location on which the Work herein contracted for is to be constructed or installed, by Engineer and such agent or



agents as Owner may elect, for the purpose of examining, observing, or testing the Work, or for the purpose of constructing or installing such collateral Work as Owner may desire.

#### ARTICLE IX. PRICE FOR WORK/ PAYMENTS TO CONTRACTOR

9.01. PRICE FOR WORK. In consideration of the furnishing of all the necessary labor, equipment, and material and the completion of all Work by Contractor, and on the Final Completion of all Work and the delivery of all materials embraced in this Contract in full conformity with the Contract Documents, Owner agrees to pay Contractor the final Contract Price. Contractor hereby agrees to pay such prices as are necessary for furnishing all materials and all labor required for the aforesaid Work, including all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner prescribed by and in accordance with the Contract Documents, including the Plans and the attached Technical Specifications, and requirements of Engineer.

9.02. PROGRESS PAYMENTS. On or before 25<sup>th</sup> day of each month, the Contractor shall submit an application for progress payment to the Engineer showing the total value of the Work completed. Progress payments for unit price work will be based on the number of units completed. No payment shall be requested nor made for materials purchased or stored on-site that are not yet incorporated into the Work unless specifically authorized by the Owner. If requested, Contractor shall meet with the Engineer at the Site to verify quantity of Work completed.

Beginning with the second application for progress payment, each application shall include an affidavit and lien release of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations with respect to the prior application for payment.

Engineer shall promptly review each application for payment, including required submittals. Engineer shall provide to Owner a statement showing, as complete as practicable and based upon Engineer's inspections, the total value of the Work completed by the Contractor together with Engineer's recommendation as to payment. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, such payments are not due and payable under the Contract Documents. Payments based on such interim statements are subject to adjustment and correction as set forth in the Contract Documents.

Unless otherwise provided herein, Owner shall pay Contractor the total amount of Engineer's application for payment, less 10 percent (10%) of the amount thereof, and further less all previous payments, and further less all sums that may be retained by Owner under the terms of this Contract. The stated 10 percent retainage may be retained until 45 calendar days after final payment is made. The ten percent (10%) retainage will not be released without properly executed Unconditional Waiver(s) and Release(s) on Final Payment, in the form provided by the Texas Property Code, provided to Owner. Payment shall be made by Owner on or before the 46<sup>th</sup> day from receipt of the Engineer approved monthly application for payment.

Owner may, at Owner's option, withhold part or all of any payment due the Contractor if: (i) any Work progress falls behind schedule or any requirement of the Contractor as provided in the Contract is not performed timely or as scheduled, including submission of any submittals, reports, Shop Drawings, samples, test reports; (ii) any Work is defective or not in



strict compliance with this Contract or should Contractor otherwise fail to perform Work in accordance with the provisions of this Contract; (iii) Owner has incurred damages, including, without limitation, any additional costs associated with design professionals, attorneys or other consultants, as a result of any action or inaction by Contractor not in accordance with the Contract; (iv) claims have been made against Owner on account of Contractor's performance (or non-performance) or furnishing of the Work; (v) Contractor is in breach of the Contract Documents; (vi) there is evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (vii) Contractor has failed to submit proper statements for payment with all required attachments and supporting documentation, which documentation shall expressly include consent of Contractor's surety as to payment, without obligation to the surety to do so, if, in Owner's sole discretion, any cause for such consent exists; (viii) Contractor has failed or allegedly failed to make payment to any tier of subcontractor or supplier; and (ix) any other items entitling Owner to an offset against the amount recommended for payment. It is understood, however, that in case the whole Work is near completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the Owner may, at Owner's option and upon written recommendation of the Engineer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the Owner's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due him under the Contract, subject to the conditions stated in Section 10.01.

**Partial payment shall not be construed as an acceptance of defective or non-conforming Work.**

- 9.03. PAYMENT OF SUBCONTRACTOR/MATERIAL CLAIMS. Should Owner receive notice of any claim(s) of unpaid labor or materials (or damages) from subcontractors, material suppliers, or any other person or entity, Owner may, at its option, withhold part or all of any payment due the Contractor until Owner, in its discretion, is satisfied that such claim(s) have been fully resolved and paid by Contractor, or Owner may, at its option, pay such claim(s) using the withheld funds.
- 9.04. RIGHT OF SET-OFF. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, or if the Contractor owes the Owner money for any other reason, then, for all purposes and at all times, without waiver or limitation of any of its other rights or remedies under this Contract and applicable Laws and Regulations, Owner shall have the right, but not the obligation, to deduct and withhold the amount of money, if any, that may ever be due from Contractor (or its surety) to Owner from any monies that Owner owes Contractor (or its surety), or to issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

#### **ARTICLE X. SUBSTANTIAL COMPLETION, PARTIAL USE, FINAL COMPLETION, AND ACCEPTANCE**

- 10.01. SUBSTANTIAL COMPLETION. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the

Contractor shall notify Engineer and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner, or Owner's Engineer does not consider the Work substantially complete, Engineer will notify Contractor giving reasons for the position. After performing any required Work, Contractor shall then submit another request for Engineer to determine Substantial Completion. If Owner considers the Work substantially complete, Engineer will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before Final Acceptance and final payment, and may establish responsibilities of the Owner and Contractor for security, maintenance, utilities, or damage to the Work and insurance until the time of Final Acceptance. If the certificate of Substantial Completion omits responsibilities as to security, maintenance, utilities, or damage to the Work or insurance, the responsibility for the omitted item(s) shall remain with the Party assigned the responsibility in the Contract Documents. Failure to include an item on the punch list does not alter the responsibility of Contractor to complete the Work in accordance with the Contract Documents. Contractor, Engineer, and Owner shall sign the certificate of Substantial Completion confirming the matter is set forth in such certificate.

10.02. PARTIAL USE. Use by Owner, at Owner's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents; or ii) Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following: Owner at any time may request Contractor to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and is substantially complete. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Engineer that such part of the Work is substantially complete and request Engineer to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. Contractor at any time may notify Engineer that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done in the portion being accepted. The notice for the portion of the Work that is substantially complete may establish responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the Work and insurance for the portion of the Work which is substantially complete and being utilized by Owner. If the notice for the portion of the Work that is substantially complete omits responsibilities of the Owner and Contractor for security, maintenance, utilities, damages to the Work or insurance for the portion of the Work which is substantially complete and being utilized by Owner, the responsibility for the omitted item(s) remains with the Party assigned the responsibility in the Contract Documents.

10.03. FINAL COMPLETION, INCLUDING FINAL ACCEPTANCE, AND PAYMENT. Upon completion of the Work, Contractor shall give the Engineer written notice that the Work has been fully and finally completed and must certify that the Work is complete and was built in conformance with the Plans, Technical Specifications, and other Contract Documents. Such written notice must be accompanied by all documentation called for in the Contract Documents, including but not limited to: (i) the consent of surety to final payment; (ii)

Contractor Affidavit for Final Payment and Bills Paid; and (iii) as-built drawings, as described in Section 5.29 of these General Conditions. Drawings will be reviewed by Engineer and returned to Contractor so that any adjustment required may be made.

Contractor shall also furnish like certifications and releases from all subcontractors who performed Work on the Project. Subcontractor certifications shall be limited to that Work actually performed by the subcontractor. Such certifications shall be executed on the forms provided. These certifications must accompany the executed Contractor Affidavit for Final Payment and Bills Paid and are a condition precedent to final payment.

Within ten (10) calendar days after Engineer receives Contractor's written notice, certification(s), and required documentation, Engineer will schedule inspection by Engineer, Owner, and Regulatory Agencies; provided, however, that additional time shall be allowed for scheduling such inspections if required due to the Regulatory Agencies' availability or responsiveness. If the Work is found to be completed in accordance with the Contract Documents, including the Plans and Technical Specifications, and acceptable to the Engineer, Owner, and Regulatory Agencies, Engineer shall proceed to make final measurements and prepare a final statement of the value of all Work performed and materials furnished under the terms of the Contract Documents and shall submit the final statement to Contractor for approval. Upon receipt from the Contractor of the executed approved final statement and all other documents required by the Contract Documents for final payment, the Engineer shall issue to the Owner a certificate of completion and Contractor-approved final statement of the value of the Work performed. The Owner shall thereafter make Final Acceptance of the Work and shall pay to the Contractor on or before the 46<sup>th</sup> day after the date of the certificate of completion the balance due Contractor under the terms of this Contract, provided it has fully performed its contractual obligations under the terms of this Contract.

The Owner shall be entitled to withhold from such final payment for any circumstance for which Owner is entitled to withhold pursuant to General Conditions. For example, but not by limitation, should Owner receive notice of any claim(s) of unpaid labor or materials (or damages) from subcontractors, material suppliers, or any other person or entity, Owner may, at its option, withhold part or all of any of the final payments due the Contractor until Owner, in its discretion, is satisfied that such claim(s) have been fully resolved and paid by Contractor, or Owner may, at its option pay for such claims(s) using the withheld funds.

The ten percent (10%) retainage may be held by Owner for forty-five (45) calendar days after the date of said payment, after which said retainage will be paid to Contractor in full, provided it has fully performed its contractual obligations under the terms of the Contract and Owner is not otherwise entitled to withhold payment.

It is understood that in the event that all Work has been completed, final payment less ten percent (10%) retainage has been paid, and forty-five (45) calendar days have passed but, due to no fault or neglect on the part of Contractor, notification of Regulatory Agency acceptance has not been obtained, then Owner may, at Owner's option, pay Contractor a reasonable and equitable portion of the retainage; or Contractor, at Owner's option, may be relieved of its obligation to further perform hereunder, and thereupon, Contractor shall receive payment of the balance due it under the Contract subject to the conditions stated in this Section.

Neither Final Acceptance by Owner, nor the final payment, nor any provision in the Contract Documents, shall relieve Contractor of: (i) the obligation for fulfillment of any warranty or guarantee that may be required in the Contract Documents, including the Technical Specifications; (ii) the obligation to repair defective Work or materials; (iii) Contractor's indemnification obligations under this Contract; or (iv) any of Contractor's continuing obligations.

- 10.04. OPERATION OF FACILITIES. The Owner reserves the right to operate new facilities during the construction period. Use of new facilities by the Owner during construction will not constitute Final Acceptance of the Work and will not constitute the date for start of any required warranty periods or guarantees. The Contractor will provide all necessary maintenance, including normal lubrication and adjustment, to new facilities operated by the Owner until Final Acceptance of the Work.

#### ARTICLE XI. SUSPENSION OF WORK/ TERMINATION/ DEFAULT

- 11.01. SUSPENSION OF WORK. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than sixty (60) consecutive calendar days by written notice to Contractor.
- 11.02. OWNER'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case the Owner may offset from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's or other consultant's additional services made necessary by such default, neglect or failure (the "Cost to Cure"). Such action by the Owner and Cost to Cure the Contractor are both subject to prior approval of the Engineer. If payments then or thereafter due the Contractor are less than the Cost to Cure, the Contractor shall pay the difference to the Owner.
- 11.03. TERMINATION FOR CONVENIENCE OF OWNER. Owner may terminate Contractor's performance under the Contract for Owner's convenience at any time upon written notice to Contractor, whether or not Contractor is in default and, in such event, Owner's only liability will be to pay Contractor the following amounts:
- a. The unpaid balance due Contractor for the Work actually performed and accepted, based on the schedules and tables, unit prices and lump sums enumerated in the Contract Documents; and
  - b. Reasonable expenditures made and costs incurred by Contractor for the materials ordered by Contractor for the Work prior to the date of termination and not incorporated in the Work, less reasonable salvage or resale value, provided such materials conform to the Specifications, and for labor performed on any such materials prior to the date of termination and associated labor insurance and labor payroll taxes.



From the total of the items enumerated in items (a) and (b), above inclusive, there shall be deducted the total dollar amount of all claims of Owner against Contractor, including the total dollar amount of claims on account of delay or defects in materials and/or workmanship.

The amount payable under the provisions of this section, plus the sum of all amounts previously paid under the Contract, shall in no event exceed the Contract Price. Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner nor any other party shall be responsible for damages for loss of anticipated profits on Work not performed on account of any termination of the Contract.

Contractor shall transfer and assign to Owner in accordance with Owner's instructions, all materials, supplies, Work in process, and other things for which Contractor is entitled to receive reimbursement hereunder, and all plans, drawings, working drawings, sketches, specifications, and information in connection with the Work, and shall take such action as may be necessary to secure to Owner, at Owner's election, the rights of Contractor under any or all orders and subcontracts made in connection with the Work.

If and as Owner so directs or authorizes, Contractor shall sell at a price approved by Owner, or retain at a price mutually agreeable, any such materials, supplies, Work in progress or other things as referred to above. The proceeds of any such sale or the agreed price shall be paid or credited to Owner in such manner as Owner may direct to reduce the amount payable by Owner.

If requested by Owner, Contractor shall endeavor to cancel any or all of its outstanding orders or subcontracts upon such terms as may be approved by Owner.

Upon the performance of the obligations described in this section by the respective parties, all obligations of the respective parties under the Contract shall be discharged, except such obligations as by their terms, express or implied, contemplate continued obligations after acceptance of the Work.

Nothing herein shall affect the right of Owner to terminate Contractor's performance as provided elsewhere in the Contract Documents.

11.04. TERMINATION FOR CAUSE AND EVENTS OF DEFAULT. An event of default includes, without limitation, any one (1) or more of the following:

- a. A petition in bankruptcy is filed by or against Contractor, or Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the insolvency of Contractor or to take charge of the Work or any part thereof.
- b. Contractor fails or refuses to supply enough properly skilled workers or proper equipment, or fails to make prompt payment when due to subcontractors for materials, equipment or labor.
- c. Contractor disregards the Laws and Regulations or the instructions of Owner or of Engineer.

- d. Contractor breaches any of the provisions of the Contract Documents, or breaches any of its representations or warranties in the Contract Documents, or otherwise fails or refuses to perform or fulfill all or any part of its obligations under the Contract Documents.

If one (1) or more of the identified events occur, Owner or Engineer, in Owner's sole discretion without waiving any rights, may provide written notice to Contractor and Contractor's surety of its intent to terminate for cause. Owner will allow a minimum of five (5) calendar days to cure deficiencies in performance, then in any such case, Owner may, by written notice to Contractor and its surety, declare Contractor in default under the Contract Documents and terminate Contractor's performance under the Contract and may at its option employ any remedies provided for in the Contract Documents or otherwise available at law or in equity.

Nothing contained herein shall be interpreted as enlarging Owner's legal duty to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor. Should Owner elect to terminate the performance of Contractor hereunder, then such termination shall not waive, extinguish or diminish the obligations and liabilities of the Contractor or its surety existing as of the termination date. Contractor shall submit and does hereby submit to the personal jurisdiction of the state or federal courts having subject matter jurisdiction and sitting in the county in which the Site is located, for the adjudication of any suit brought to enforce Owner's rights and remedies under the Contract.

If for any reason, the Owner's termination for cause is deemed to be invalid, improper, or not enforceable, the Owner's termination for cause is automatically converted to a termination for convenience under 11.03.

- 11.05. REMEDIES FOR DEFAULT OF CONTRACTOR. In the event the Owner elects to terminate Contractor for cause, Owner shall have the right, but not the obligation, at its sole election and discretion, and without prejudice to any other right or remedy available to it, to take possession of the Work and the Site and use all or any part of Contractor's equipment, tools and materials to itself finish, or cause to be finished by another contractor, the Work by whatever method Owner may deem expedient. Further, Contractor shall not be entitled to receive further payment until the Work achieves Final Completion. If the unpaid balance of the Contract Price exceeds the costs and expenses of terminating the Contract and finishing the Work, (including, without limitation, attorney's, engineering, surveying and other professionals' fees and costs, together with the costs of completing the Work), such excess shall be paid to Contractor. If such costs and expenses exceed the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner. The amount to be paid to the Contractor or Owner, as applicable, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

In the event Owner elects to make demand on Contractor's performance Bond, the Contractor's surety shall be obligated to complete or cause completion of the Work in strict conformity with the Contract, including Contract Times. If the Owner reasonably determines that the surety is not proceeding diligently and with promptness to complete its obligation hereunder, the Owner may provide the surety with written notice of the surety's failure to do so. If seven (7) days after the surety receives said notice, the Owner still reasonably

determines that the surety is not proceeding diligently and with promptness to complete its obligation hereunder, Owner may take possession of the Work and the Site and use all or any part of Contractor's equipment and materials to itself finish, or cause to be finished by another contractor, the Work by whatever method Owner may deem expedient as provided in the preceding paragraph.

## ARTICLE XII. MISCELLANEOUS

- 12.01. NO THIRD PARTY BENEFICIARIES. The Contract Documents shall not create any rights in third parties and no provision of the Contract Documents shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the Owner, the Indemnified Parties, and the Contractor. Without limiting the foregoing, the Owner shall have no obligation to pay or to see to the payment of any monies due to any of Contractor's subcontractors or material suppliers of every tier or to any other person or entity.
- 12.02. SEVERABILITY. Except as otherwise provided under Section 5.12 of these General Conditions, if any term, condition or provision of the Contract Documents, or the application thereof to any person or circumstance, shall ever be held to be void, voidable or unenforceable, then in each such event the remainder of the Contract Documents or the application of such term, condition or provision to any other person or any other circumstance (other than those as to which it shall have been held void, voidable or unenforceable) shall not be affected thereby, and each term, condition or provision of the Contract Documents shall remain valid and enforceable to the fullest extent permitted by Laws and Regulations.
- 12.03. NON-WAIVER OF RIGHTS. Any failure by the Owner at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract Documents shall not constitute a waiver of the right to enforce or require the strict keeping of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of Owner at any time to avail itself of such remedies as it may have for any subsequent breach or breaches of any such term or condition or of any other term or condition of the Contract Documents, including, without limitation, the right to terminate. Notwithstanding any provision hereof, neither Owner's receipt of non-compliant bonds or non-compliant insurance certificates nor Owner's allowance of Contractor to proceed with the Work, shall be construed to relieve Contractor of its obligation to provide bonds and insurance in favor of Owner according to the requirements of these Contract Documents.

Contractor agrees that Owner shall not be precluded or estopped by any action taken or thing done, written or oral, including, but not limited to, inspections made, payments made, or final completion of the Work, from showing that the actual amount and character of the Work done and equipment and materials furnished by Contractor do not in fact conform to the Plans, Technical Specifications or other Contract Documents. Contractor also agrees that Owner shall not be precluded or estopped because of any action taken or not taken, from demanding and recovering from Contractor any damages resulting therefrom or from the Contractor's other failure to comply with the Contract Documents.

In the event of termination by Owner of Contractor's performance under the Contract for convenience, on account of Force Majeure, or by reason of Contractor's default, no rights or

remedies of Owner shall thereby be waived, nor shall any breach by Contractor of the provisions in the Contract Documents which has occurred or is continuing at the time of such termination be waived, regardless of whether or not default has been declared.

- 12.04. OWNER'S AUDIT RIGHTS. Owner's duly authorized representatives shall have access at all reasonable times to all Contractor's and subcontractor's personnel, job description, employment and qualification records, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, data stored in computers, and memoranda of every description pertaining to Work for the purpose of auditing and verifying costs of Work or for any other reasonable purpose. Owner's representatives shall have the right to reproduce any of the aforesaid documents.

Contractor shall preserve and shall cause its subcontractors to preserve all the aforesaid documents for a period of five (5) years after completion and acceptance of termination of Work.

If audit by Owner reveals charges or costs charged to or paid by Owner as costs or fees which are not proper or exceed the rates or amounts permitted under the Contract Documents for any such matters, the Owner shall be entitled upon demand for a refund from Contractor of all such amounts, plus interest thereon from the date of payment by Owner until the date of refund by Contractor at the rate of the lesser of: (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by law.

- 12.05. NO ASSIGNMENT. Contractor shall not be allowed to assign or otherwise convey all or any portion of this Contract without the express written consent of Owner.

- 12.06. CUMULATIVE RIGHTS AND REMEDIES. The rights and remedies of Owner provided in the Contract Documents shall be cumulative of and not in lieu of all other rights and remedies available to Owner at law or in equity. It is expressly agreed that exercise of a right or pursuit by Owner of any one or more of the remedies provided in the Contract Documents or otherwise available at law or in equity shall not constitute an election of remedies by Owner or forfeiture of any other right of Owner.

- 12.07. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors.

- 12.08. PREVAILING PARTY RECOVERS ATTORNEYS' FEES. Subject to Local Government Code 271.153, the prevailing party of any dispute, as set forth herein, shall be entitled to recover reasonable and necessary attorney's fees. If a party claiming a right to payment of an amount in dispute is awarded all or substantially all of such disputed amount, then such claiming party shall be the prevailing party. If the party defending against such claim is found to be not liable to pay all or substantially all of the disputed amounts claimed by the other party, then the party so defending against such claim shall be the prevailing party. If both parties prevail with respect to different claims, then the party who is prevailing with respect to the greater monetary sum shall be deemed the prevailing party. Notwithstanding anything to the contrary, nothing herein waives any immunities from suit or damages to which the Owner is entitled.



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**Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase III**  
**GENERAL CONDITIONS OF THE AGREEMENT**

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# ATTACHMENT A

## TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm, or agency	
Address (Street & number, P.O. box or route number)	Phone (Area code and number)
City, state, ZIP code	

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 form:

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:

Texas Tax Code, Section 151.311

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

*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.*

Purchaser Sign here →	Title	Date
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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.**



**SPECIAL CONDITIONS OF THE AGREEMENT  
PART A**

**I. BUILDER'S RISK INSURANCE OR INSTALLATION FLOATER INSURANCE**

- A. Builder's Risk. Unless otherwise provided in the Agreement and before beginning the Work, Contractor shall purchase and maintain builder's risk insurance, if available, upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof from an insurer rated by Best's A- and VII or better. This insurance shall:
- i. include the Owner, Contractor, all Subcontractors, and any individuals or entities required by the Special Conditions to be insured under such builder's risk policy, as insureds. For purposes of the remainder of this Section I.A. through I.O., and any corresponding Special Conditions of the Agreement Part A, the parties required to be insured shall collectively be referred to as "insureds."
  - ii. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Special Conditions of the Agreement Part A. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - iii. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Agreement; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - iv. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  - v. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or supplier).
  - vi. extend to cover damage or loss to insured property while in transit.

**SPECIAL CONDITIONS OF THE AGREEMENT**

- vii. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  - viii. allow for the waiver of the insurer's subrogation rights, as set forth below.
  - ix. not include a co-insurance clause.
  - x. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  - xi. include performance/hot testing and start-up.
  - xii. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. **Installation Floater.** If builder's risk insurance is not generally available in the insurance marketplace for the Work, the Contractor shall obtain an installation floater insurance policy acceptable to Owner, or other acceptable equivalent policy as follows:
- ☐ No Installation Floater is required.
  - ☒ The Installation Floater shall be in the amount of all installed, fabricated, or erected property being incorporated into the Work under the Contract.
- Such policy shall cover all risks of physical loss or damage, including flood and earthquake, to the Work. Such coverage shall continue in full force and effect pursuant to Subparagraph I.A.xiii. The installation floater or equivalent policy shall name the Owner, Contractor, and any individuals or entities required by the Special Conditions to be insured under such installation floater, as insureds.
- C. **Contract with No Property.** Neither builder's risk insurance nor an installation floater is required under the Contract when the Engineer determines the Work does NOT involve installation, fabrication, or erection of any property, including but not limited to any fixtures, materials, or equipment, which could be covered under such policies. The risk of loss, however, still remains with the Contractor pursuant to the Contract Documents.
- D. **Insurance Certificates.** Before beginning the Work under this Agreement, Contractor shall furnish certificates of insurance to Owner with endorsements evidencing that the insurance required under this Section I is in full force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.
- E. **Accuracy of Information.** Contractor warrants the accuracy of all information shown on each certificate furnished to Owner by Contractor or on Contractor's behalf by Contractor's broker or other representative.

**SPECIAL CONDITIONS OF THE AGREEMENT**

- F. Notice of Cancellation or Change. The Builder's risk, installation floater and all the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Section I of the Special Conditions of the Agreement Part A will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least seven (7) days prior written notice has been given to the purchasing policyholder. Within three (3) days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- G. Deductibles. The purchaser of any required builder's risk, installation floater, or other property insurance shall pay all premiums and costs not covered because of the application of a policy deductible or self-insured retentions.
- H. Partial Occupancy or Use by Owner. If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the insurer. The builder's risk, installation floater, or equivalent policy of insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may be removed from coverage under the builder's risk policy, installation floater or equivalent policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance, installation floater, or equivalent policy.
- I. Additional Insurance. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk, installation floater, or other property insurance policies provided under this Section I of the Special Conditions of the Agreement Part A, it may do so at Contractor's expense.
- J. Insurance of Other Property. If the express insurance provisions of the Agreement do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount. The entity or individual procuring the insurance is responsible for payment of premiums.
- K. Non-Waiver - No Limitation of Owner's Rights. Contractor unilaterally agrees to comply with the provisions of this Section. Accordingly, Owner's knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to Owner, shall not affect Owner's rights and shall not result in a waiver or otherwise limit or impair Owner's remedies for Contractor's failure to comply with the requirements of this Section.
- L. No Impairment or Waiver of Rights. Nothing contained in this Section shall restrict, limit, impair or waive Owner's rights or Contractor's duties under the other terms of this Agreement or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude Owner from recovery against Contractor for any liability arising under this Agreement or under law.
- M. Automatic Reformation to Conform to Law. The parties intend this Agreement to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect

**SPECIAL CONDITIONS OF THE AGREEMENT**

and affecting the validity or enforceability of any provision of this Agreement are made a part hereof and shall operate to amend this Agreement to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Agreement shall continue in full force and effect.

**N. Waiver of Rights.**

- i. All policies purchased in accordance with this Section I of the Special Conditions of the Agreement Part A, expressly including the builder's risk policy and installation floater policy or equivalent policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies to the extent of actual coverage under such policies; and, in addition, waive all such rights against all individuals or entities identified in the Special Conditions of the Agreement Part A as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- ii. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Special Conditions of the Agreement Part A as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance, installation floater and any other property insurance applicable to the Work.

**O. Receipt and Application of Property Insurance Proceeds.**

- i. Any insured loss under the builder's risk, installation floater or other policies of insurance required by this Section I of the Special Conditions of the Agreement Part A will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within fifteen (15) days after notice of such claim.
- ii. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause.



## **II. LIABILITY INSURANCE**

- A. **Insurance Certificates.** In addition to the coverages described and required in Section I above and before beginning the Work under this Agreement, Contractor shall furnish certificates of insurance to Owner evidencing that the insurance required below is in force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.
- B. **Accuracy of Information.** Contractor warrants the accuracy of all information shown on each certificate furnished to Owner by Contractor or on Contractor's behalf by Contractor's broker or other representative.
- C. **Minimum Required Insurance and Minimum Limits of Liability.** Before beginning the Work, and throughout performance of the Work and the term of this Agreement, Contractor shall obtain and maintain in force and effect, at Contractor's sole expense, insurance of the following types and amounts from insurance rated by Best's A- and VII or better:
- i. **Workers' Compensation Insurance** affording statutory benefits in accordance with all requirements of the Texas Workers' Compensation Act and covering Contractor's employees.
  - ii. **Employer's Liability Insurance** with limits of not less than \$1,000,000 per accident or disease.
  - iii. **Commercial General Liability Insurance**, including coverage for bodily injury and property damage, personal and advertising injury, the products-completed operations hazard, and insured contracts, applicable in Texas, on a form no less broad than the Insurance Services Office ("ISO") CG 00 01 form dated 2004 or thereafter, and with limits of not less than:
    - (1) Each Occurrence - \$1,000,000
    - (2) General Aggregate - \$2,000,000
    - (3) Products-Completed Operations Aggregate - \$2,000,000
    - (4) Personal & Advertising Injury -\$1,000,000
  - iv. **Business Automobile Liability Insurance**, including coverage for bodily injury and property damage, on a form no less broad than the ISO CA 00 01 form dated 2010 or thereafter, with limits of not less than \$1,000,000 combined single limit for each accident and covering owned, hired or leased, and non-owned autos.
  - v. **Excess or Umbrella Liability Insurance**, affording coverage no less broad than, and applying excess of the limits of liability, of the policies required by II.C.ii., II.C.iii., and II.C.iv., above, with limits of not less than \$2,000,000 per occurrence and in the aggregate.

**SPECIAL CONDITIONS OF THE AGREEMENT**

- D. Additional Insurance or Limits. Paragraphs II.C, above, states the minimum types of liability insurance and limits of liability required by this Agreement in connection with the Work. Contractor may, in its sole discretion, procure additional insurance or higher limits of liability at Contractor's sole expense.
- E. Additional Insureds. To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by II.C.iii., II.C.iv., and II.C.v., above, shall be endorsed to provide that the Indemnified Parties (collectively, "the Additional Insureds"), are added as additional insureds for liability arising out of the Work, to include liability based on either alleged fault or vicarious liability. Such additional insured coverage shall not be limited to liability caused by Contractor or Contractor's fault. The Additional Insureds shall be afforded additional insured status on the policies required by paragraphs II.C.iii and II.C.v, above, under a combination of the ISO CG 20 10 10 01 and ISO CG 20 37 10 01 endorsements.
- F. Primary/Non-Contributing. The insurance policies required by II.C.iii., II.C.iv., and II.C.v., above, shall provide that the Additional Insureds are covered on a primary basis. Also, the insurance policies required by II.C.iii., II.C.iv., and II.C.v., above shall be endorsed to provide that Contractor's insurers will not seek contribution or recovery from such other insurance as may be available to the Additional Insureds.
- G. Insurance Required of Contractor's Subcontractors. Contractor shall require all subcontractors who will perform any of the Work to obtain the same insurance and limits of liability as required by II.C., above. Contractor shall also require all such subcontractors to cause their insurers to waive subrogation to the same extent as required of Contractor's insurers by the following provision, H. Contractor shall obtain Certificates of Insurance from its subcontractors before they begin any of the Work and, upon request, shall provide copies thereof to Owner.
- H. Waiver of Subrogation in Favor of Indemnified Parties. The parties intend that none of Contractor's insurers shall subrogate against the Indemnified Parties. Accordingly, Contractor agrees to cause all of its insurers—not limited to insurers underwriting the policies required above—to waive subrogation against the Indemnified Parties and its directors. **For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor against Indemnified Parties for any loss, damage or liability that is covered by Contractor's insurance, regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of the Indemnified Parties.** The foregoing waiver and release is effective even if Contractor fails to obtain the required insurance.
- I. Notice of Cancellation, Modification or Impairment of Limits. The policies required above shall be endorsed to provide that they will not be canceled, or the coverage or limits of liability thereunder materially changed, without at least seven (7) days' prior written notice to Owner.
- J. Notice of Impairment of Limits. Contractor shall give written notice to Owner no later than seven (7) days after the date on which an impairment of a required aggregate limit, due to the payment of a claim or defense expense, reduces the available aggregate limit to an amount 50% or less than the aggregate limit required above. If Contractor's available excess insurance will

**SPECIAL CONDITIONS OF THE AGREEMENT**

not drop down and comply with paragraph II.C. of these insurance requirements, Owner may require reinstatement of an impaired aggregate limit up to the amount required.

- K. Information Concerning Contractor's Insurance Program. If Owner has questions concerning Contractor's casualty insurance program, Contractor agrees to promptly answer them. Complete, true and correct copies of each policy required above shall be furnished to Owner promptly upon Owner's request, but Contractor may redact payroll and premium information. Contractor agrees to cooperate with Owner, and with Owner's insurance broker, in the event Owner elects to seek or obtain additional insurance benefiting Owner. Contractor also provides Owner permission to communicate with Contractor's insurance broker regarding coverages required under the Contract Documents.
- L. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate, or knowingly permit to be violated, any condition of the insurance policies required in these Special Conditions of the Agreement Part A. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the Work, with a copy to Owner.
- M. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not Owner, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above.
- N. Non-Waiver - No Limitation of Owner's Rights. Contractor unilaterally agrees to comply with the provisions of these Special Conditions of the Agreement Part A. Accordingly, Owner's knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to Owner, shall not affect Owner's rights and shall not result in a waiver or otherwise limit or impair Owner's remedies for Contractor's failure to comply with the requirements of this Section.
- O. No Impairment or Waiver of Rights. Nothing contained in these Special Conditions of the Agreement Part A shall restrict, limit, impair or waive Owner's rights or Contractor's duties under the other terms of this Agreement or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude Owner from recovery against Contractor for any liability arising under this Agreement or under law.
- P. Automatic Reformation to Conform to Law. The parties intend this Agreement to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect and affecting the validity or enforceability of any provision of this Agreement are made a part hereof and shall operate to amend this Agreement to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Agreement shall continue in full force and effect.
- Q. Term of Insurance Requirements. All of the foregoing insurance requirements shall survive termination of this Agreement. All required insurance shall continue for at least thirty (30) days after final completion of the Work, to include performance of all warranty work.

**III. WORKERS' COMPENSATION INSURANCE COVERAGE**

**A. Definitions.**

- i. **Certificate of Coverage ("Certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement DWC-81, DWC-82, DWC-83, or DWC-84, showing statutory Workers' Compensation Insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- ii. **Duration of the Project** - Includes the time from the beginning of the Work on the Project until the Contractor's/person's Work on the Project has been completed and accepted by the governmental entity and the warranty period has expired.
- iii. **Persons Providing Services on the Project ("Subcontractor" in §406.096 of the Texas Labor Code)** - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project.
- iv. **"Services"** - Include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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



**SPECIAL CONDITIONS OF THE AGREEMENT**

- ii. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing Services on the Project.
- H. The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing Services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:
  - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - 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:
    - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
    - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - v. retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
  - vi. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

**SPECIAL CONDITIONS OF THE AGREEMENT**

vii. contractually require each person with whom it contracts, to perform as required by Paragraphs III.I.i through III.I.vi., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

**IV. BONDS under INSTRUCTIONS TO BIDDERS is revised to add the following:**

It is further agreed by the Parties to this Contract that Contractor will execute the Bonds required under the Instructions to Bidders for the satisfactory performance of the Work, the fulfillment of any guarantees required, and the prompt payment to all persons supplying labor and materials in the prosecution of the Work, in accordance with this Contract on the forms provided for this purpose; and it is agreed that this Contract shall not be in effect until such **Bonds** are furnished and approved by Owner. Upon increase of the Contract Price authorized by Change Order, Contractor shall immediately provide revised **Bonds** for such increased Contract Price. Contractor's failure to provide compliant **Bonds** may be grounds for immediate termination regardless of whether the Contractor has started work on the Project.

All **Bonds** shall be in the form prescribed by the Contract Documents except as required otherwise by Laws or Regulations, 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 Bureau of Fiscal Service, Surety Bond Branch, United States Department of the Treasury. All **Bonds** signed by an agent must be accompanied by a certified copy of the agent's authority to act.

The person executing the bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the Texas Department of Insurance.

If the surety on any **Bond** furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements herein Contractor shall promptly notify Contractor, Owner, and Engineer and shall, within ten (10) calendar days after the event giving rise to such notification, provide another **Bond** and surety to fulfill the required obligations.

**V. PREVAILING WAGE RATE SCALE.** Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this Project and shall specify in

**SPECIAL CONDITIONS OF THE AGREEMENT**

the call for bids and in the Contract the minimum wage rates which shall be paid for each type of Worker. This statute further provides that the Contractor or subcontractors shall pay a penalty to the Owner of Sixty Dollars (\$60) for each Worker employed for each calendar day or part for the day that the Worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute also requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each Worker. These records shall be open to the inspection of the Owner.

The minimum wage rates that apply to this Contract are those shown in the Attachment A.

**VI. ECONOMIC DISINCENTIVE.** The Contractor and the Owner agree that time is of the essence of this Contract. Therefore, the Contractor and the Owner agree that for each and every calendar day the Work or any portion thereof shall remain uncompleted after the expiration of the time limit(s) set in the Contract, or as extended under the provisions of these General Conditions (including, without limitation, due to a delay caused by Contractor's failure to comply with the Contract Documents or due to Owner's termination of Contractor for default under the Contract Documents), Contractor shall be liable to Owner for \$500 day in economic disincentive damages pursuant to Section 49.271(e), Texas Water Code. Owner may elect to withhold Liquidated Damages or Economic Disincentive damages, but Owner may not collect on both Liquidated Damages and Economic Disincentive damages.

**VII. WAIVER OF CHAPTER 2272 CLAIMS PROCEDURES.** Owner and Contractor mutually agree that Chapter 2272 of Subtitle F, Title 10, of the Government Code ("Chapter 2272"), shall not apply to the Work. Owner and Contractor waive the application of Chapter 2272, if any, to the Contract. Instead, Owner and Contractor agree to follow the claims procedures in the General Conditions of the Contract Documents.

**VIII. ARTICLE I. DEFINITIONS under GENERAL CONDITIONS** is revised to add the following definitions:

Contracting Information means the following:

- (1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- (2) solicitation or bid documents relating to a contract with a governmental body;
- (3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- (4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- (5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

**SPECIAL CONDITIONS OF THE AGREEMENT**

**IX. ARTICLE I. DEFINITIONS under GENERAL CONDITIONS is modified as follows:**

The definition of Contract includes the Agreement and Contract Documents. The definition of Contract Documents includes the Contract. The Instructions to Bidders is a part of the Contract Documents.

**X. ARTICLE II. CONTRACT DOCUMENTS under GENERAL CONDITIONS is revised to add the following section:**

**Section 2.02. CONTRACTING INFORMATION.** If the Contract Price is equal to or greater than \$1,000,000, Contractor, pursuant to the Government Code Section 552.372, shall:

- (1) preserve all Contracting Information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract;
- (2) promptly provide to the Owner any Contracting Information related to the Contract that is in the custody or possession of the Contractor on request of the Owner; and
- (3) on Final Completion of the Contract, provide at no cost to Owner all Contracting Information related to the Contract that is in the custody or possession of the Contractor or preserve the Contracting Information related to this Contract as provided by the records retention requirements of the Owner.

**The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and/or Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.**

**XI. HOUSE BILL 89 VERIFICATION.** By signing and entering into this Agreement, Contractor verifies, pursuant to the Government Code Section 2271.002, it does not boycott Israel and will not boycott Israel during the term of this Agreement.

**XII. ANTI-TERRORISM VERIFICATION.** Contractor hereby represents and warrants that at the time of this Agreement neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.



**ATTACHMENT A – PREVAILING WAGE RATE**

Copy

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53  
RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE  
FOR ENGINEERING CONSTRUCTION

WHEREAS, Brazoria County Municipal Utility District No. 53 (the "District"), has been legally created by a special act of the Texas Legislature pursuant to Senate Bill 1845, 2013 Regular Session; and

WHEREAS, Chapter 2258, Texas Government Code, Prevailing Wage Rates ("Chapter 2258"), requires a public body to determine the general prevailing wage rate for classes of workers in the locality in which a public work project is to be performed; and

WHEREAS, Chapter 2258 authorizes the Board of Directors of the District to adopt a Prevailing Wage Rate Scale for Engineering Construction establishing minimum rates to be paid by all contractors in connection with all District engineering construction projects; and

WHEREAS, the Board concurs that it is in the best interests of the District to adopt the prevailing wage rates of Brazoria County; Now, Therefore,


BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53 THAT:

Section 1: The Board hereby adopts the prevailing wage rates previously adopted and utilized by Brazoria County for public work projects. When, and to the extent, Brazoria County amends its prevailing wage rates, such amended rates shall be considered the prevailing wage rates of the District effective upon such amendment by Brazoria County. Nothing in this Resolution Adopting Prevailing Wage Rates in any way prohibits the payment to workers of amounts greater than the prevailing wage rates adopted by the District.

Section 2: Contractors and subcontractors on District construction projects shall be responsible to ascertain the then-current prevailing wage rates adopted and utilized by Brazoria County, obtain a copy of same from Brazoria County, and to pay at least such minimum wage rates for the classes of workers described therein.

Section 3: The District's engineer is hereby directed and authorized to include this Resolution Adopting Prevailing Wage Rates in: 1) the call for the bids for District construction contracts, and 2) in the District construction contracts themselves.

PASSED and APPROVED this 7th day of May, 2019.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors



Copy

**SPECIAL CONDITIONS OF THE AGREEMENT**

**SPECIAL CONDITIONS OF THE AGREEMENT**

**PART B**

1. Name and Location of Project.

Work covered by these Technical Specifications is entitled "Construction of Water, Sanitary, Drainage, and Paving for Crystal View Drive Phase III, Brazoria County, Texas."

2. Description of Work.

- a. Under this Contract, Contractor shall furnish all materials, appliances, tools, equipment, transportation, services, and all labor and superintendence necessary for the construction of the Work as described in these Technical Specifications and as shown on the Plans. The completed installation shall not lack any part that can be reasonably implied as necessary to its proper functioning or any subsidiary item that is customarily furnished, and Contractor shall deliver the installation to Owner in operating condition.
- b. The Work, in general, under this Contract includes the purchase, installation, and construction of all structures, equipment, and materials, including appurtenances, as indicated on the Plans.

Major items of construction and services required are designated as follows:

Construction of approximately 4,400 LF of sanitary sewer, approximately 2,700 LF of water line, approximately 3,700 LF of storm sewer, and approximately 12,000 square yards of pavement.

3. Technical Specifications.

- a. Technical Specifications are of the abbreviated, simplified or streamlined type and include incomplete sentences. The omission of words or phrases such as "Contractor shall," "in conformity therewith," "shall be," "as noted on Plans," "according to Plans," "a," "an," "the," and "all," are intentional. Omitted words or phrases shall be supplied by inference in same manner as they are when a "note" occurs on Plans.
- b. The Technical Specifications are interpreted to require that Contractor shall provide all items, articles, materials, operation or methods listed, mentioned, or scheduled either on Plans or specified herein, or both, including all labor, materials, equipment, and incidentals necessary and required for their completion.
- c. Whenever the words "designated," "submitted," "observed," or similar words or phrases are used, it shall be assumed that the word "Engineer" follows the verb as the object of the clause, such as "observed by Engineer."
- d. All references to standard Technical Specifications or manufacturer's installation directions shall mean the latest edition thereof on the date BIDS are due unless specifically noted otherwise.
- e. Reference to technical society, organization or body is made in Technical Specifications in accordance with following abbreviations:

AASHTO      American Association of State Highway and Transportation Officials



**SPECIAL CONDITIONS OF THE AGREEMENT**

ACI	American Concrete Institute
ASTM	American Society for Testing and Materials
AWWA	American Waterworks Association
FS	Federal Specifications
PCA	Portland Cement Association
IEEE	Institute of Electrical and Electronic Engineers
NEC	National Electric Code
UL	Underwriters' Laboratories
AISI	American Iron and Steel Institute
API	American Petroleum Institute
IPCEA	Insulated Power Cable Engineers Association
NEMA	National Electrical Manufacturers Association
AWS	American Welding Society
PCI	Prestressed Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute (Formerly ASA)

- f. Some City of Houston Technical Specification items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply.
4. Manufacturer's Representative.  
When required by Technical Specifications provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.
5. Plans: Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase III

**Sheet No.   Title**

- |    |  |
|----|--|
| 1  | TITLE SHEET & SHEET INDEX              |
| 2  | GENERAL NOTES                          |
| 3  | WATER & SANITARY OVERALL               |
| 4  | DRAINAGE OVERALL                       |
| 5  | DRAINAGE CALCULATIONS                  |
| 6  | GRADING PLAN                           |
| 7  | STORM WATER POLLUTION PREVENTION PLAN  |
| 8  | OFFSITE FORCEMAIN OVERALL              |
| 9  | CRYSTAL VIEW DRIVE (STA 01+00 TO 5+00) |
| 10 | CRYSTAL VIEW DRIVE (STA 05+00 TO 9+00) |

**SPECIAL CONDITIONS OF THE AGREEMENT**

- 11 CRYSTAL VIEW DRIVE (STA 09+00 TO 13+00)
- 12 CRYSTAL VIEW DRIVE (STA 13+00 TO 17+00)
- 13 CRYSTAL VIEW DRIVE (STA 17+00 TO 21+00)
- 14 CRYSTAL VIEW DRIVE (STA 21+00 TO 25+00)
- 15 TAFT POINT LANE & PONDEROSA PINE DRIVE
- 16 OFFSITE FORCEMAIN (STA. 0+00 TO 7+00)
- 17 OFFSITE FORCEMAIN (STA. 3+00 TO 6+50)
- 18 OFFSITE FORCEMAIN (STA. 12+00 TO 19+00)
- 19 OFFSITE FORCEMAIN & BASELINE A (STA. 19+00 TO 22+00)
- 20 TRAFFIC SIGNAGE & PAVEMENT MARKINGS
- 21 WATERLINE DETAILS - 1
- 22 WATERLINE DETAILS - 2
- 23 SANITARY SEWER DETAILS - 1
- 24 SANITARY SEWER DETAILS - 2
- 25 SANITARY SEWER DETAILS - 3
- 26 STORM SEWER DETAILS - 1
- 27 STORM SEWER DETAILS - 2
- 28 STORM SEWER DETAILS - 3
- 29 STORM SEWER DETAILS - 4
- 30 STORM WATER POLLUTION PREVENTION DETAILS
- 31 PAVING DETAILS - 1
- 32 PAVING DETAILS - 2
- 33 PAVING DETAILS - 3
- 34 PAVING DETAILS - 4
- 35 SLOPE PAVING DETAIL
- 36 SAFETY END TREATMENT DETAIL

**AGREEMENT**

STATE OF TEXAS }

COUNTY OF BRAZORIA }

THIS AGREEMENT ("Agreement") is made and entered into this 2nd day of November, 2020 by and between Brazoria County Municipal Utility District No. 53, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, of Harris County (the "Owner"), Rodriguez Construction Group, LLC., 2647 Jo Ann St. Stafford, TX 77477, County of Fort Bend, and State of Texas, hereinafter termed "Contractor."

All capitalized terms used herein shall be given the meanings set forth in the General Conditions. Manhard Consulting shall be referred to herein as the "Engineer."

For and in consideration of the mutual covenants hereinafter set forth, and under the conditions expressed in the Bonds bearing even date herewith, the Contractor and Owner hereby agree as follows:

Contractor shall commence and complete the Work generally described as follows:

Water, Sanitary, Drainage, and Paving Facilities  
in  
Crystal View Drive Phase III  
For  
Brazoria County Municipal Utility District No. 53,  
Brazoria County, Texas,

according to those particular Plans and Technical Specifications  
prepared by Manhard Consulting  
in the initial Contract Price of **\$1,630,400.00**

and all Extra Work in connection therewith, under the terms as stated in the General and Special Conditions of the Agreement, and, at Contractor's own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Contract Documents, including, but not limited to, Invitation to Bidders, Instructions to Bidders, General and Special Conditions of the Agreement, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications, on file with Engineer. Contractor represents and warrants to the Owner that it has carefully examined this Agreement and all other Contract Documents, which are made a part of the Contract, and is thoroughly familiar therewith.

The Contractor hereby agrees to begin work within ten (10) calendar days after written Notice to Proceed has been given by Engineer. Contractor hereby also agrees to achieve Final Completion of

Construction of Water, Sanitary, Drainage, Paving Facilities for Crystal View Drive Phase III

the Work within the construction duration specified in the bid form after the date of the written Notice to Proceed.

Owner agrees to pay Contractor for completion of the Work in accordance with the Contract Documents the initial Contract Price of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\_\_\_\_\_), plus or minus any increases or decreases to the initial Contract Price as provided by the Contract. Contractor will be paid in current funds for the performance of the Contract in accordance with the Bid submitted therefor, subject to additions and deductions as approved by Change Order under the Contract Documents, and to make payments on account thereof as provided therein. If included as Attachment A, the Developer shall act as "Owner" for the purposes of payment.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Brazoria County Municipal Utility District No. 53  
Owner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Rodriguez Construction Group LLC

Contractor

By: \_\_\_\_\_

Name: Roy Rodriguez

Title: President

ATTEST:

Joanne Rodriguez

(The following to be executed if Contractor is a Corporation)

I, Joanne Rodriguez, certify that I am the secretary of the Corporation named as Contractor herein; that Roy Rodriguez, who signed this Contract on behalf of Contractor, was then President of said Corporation; that said Contract was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

Corporate Seal



ATTACHMENT A TO AGREEMENT

Notwithstanding any other items, conditions, or provisions of the General or Special Conditions or any other provisions of the Contract Documents to the contrary, Brazoria County Municipal Utility District No. 53 ("District") shall be deemed and considered as Owner for all purposes under the Contract Documents, except as provided herein.

- I. Land Tejas Sierra Vista West, LLC. ("Developer") shall be considered the "Owner" for purposes of approving requests for and making payments to the Contractor of all or any portion of the Contract Price and for paying all damages, if any, that might ever be due or payable by the District, including any costs associated with any Change Orders to the Contract. After submission to and approval by the District and by Developer of the invoices, certificates and supporting documentation in connection with a request for payment, the Contractor agrees to and shall look solely to Developer for payment of such invoices. Developer agrees to pay Contractor's invoices for work performed, in accordance with the terms of the Contract Documents, in an aggregate amount not to exceed the Contract Price, plus Change Orders and Extra Work approved by the Board of Directors of the District and by Developer. Failure by Developer to make such payments to the Contractor shall constitute a default by Owner and shall entitle the Contractor to all rights and remedies arising under the Contract Documents for a default in payment of sums due the Contractor pursuant to the Contract Documents; provided, however, the District shall have no obligation for payment of sums due or to become due under the approved invoices or any part of the Contract Price.
- II. If District is not the owner in fee title of the Site, Developer shall also be considered the "Owner" for purposes of satisfying the Owner's obligation to provide to the Contractor the Site, rights-of-way for access to and from the Site, and such other lands that are designated for use of the Contractor in the Plans, and Developer hereby agrees to provide the Site, rights-of-way for access to and from the Site, and such other lands that are designated for use of the Contractor in the Plans, all in accordance with the Contract Documents.
- III. **IN CONSIDERATION FOR PAYMENT AND ACCESS PROVISIONS DESCRIBED ABOVE, DEVELOPER, ITS OFFICERS, DIRECTORS AND EMPLOYEES, SHALL BE INCLUDED AS INDEMNIFIED PARTIES AND ADDITIONAL INSUREDS AND SUBJECT TO ALL RIGHTS AFFORDED THEREBY UNDER THE CONTRACT DOCUMENTS, IN LAW AND IN EQUITY.** Contractor shall cause Developer, its officers, directors and employees, to be named as additional insureds to the same extent and in the same manner as Contractor is required to cause the District to be named as an additional insured pursuant to the Contract Documents. Contractor shall furnish the Developer with certificates of insurance showing Contractor's procurement of such required insurance.

Developer reserves the right to assign its obligations hereunder to District, subject to written acceptance thereof by the District. Developer further reserves the right to assign its obligations hereunder to a third party, subject to written consent of the District and the

Contractor, which consent shall not be unreasonably withheld, delayed or conditioned. A copy of any such assignment and the acceptance or consent thereof, as applicable, by the District shall be provided to the Contractor. Thereafter the assignee party shall be obligated to make all payments thereafter becoming due to the Contractor pursuant to this Contract and the obligations of Developer contained in the first paragraph of these Special Conditions shall terminate.

For purposes of convenient administration of this Contract, District may from time to time make payments due the Contractor pursuant to this Contract from funds available to the District; provided, however, no such payment by District will obligate District to make further payments due the Contractor or pursuant to this Contract unless and until District has accepted an assignment of Developer's obligations hereunder and a copy of the assignment and the District's acceptance is delivered to the Contractor, whereupon the District shall become liable for payment to the extent of the assignment.

If District breaches its obligations in any respect under the Contract Documents, before exercising any remedy the Contractor shall give written notice to Developer at the address below specifying the breach and the steps necessary to cure the breach and Developer shall have the right and power, within thirty (30) days after receipt of such notice, to cure or cause the breach to be cured, if it so elects, before Contractor exercises any of its remedies under the Contract Documents.

2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063

District, Developer and Contractor hereby agree and acknowledge this Attachment A of the Agreement.

Land Tejas Sierra Vista West, LLC.

By:

Name:

Title:

Date:

CONTRACTOR

By:

Name: Roy Rodriguez

Title: President

Date:

BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 83

By:

Name: Robert Serrett

Title: President

Date:

4/12/20

Copy

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Rodriguez Construction Group LLC  
Richmond, TX United States

Certificate Number:  
2020-591332

Date Filed:  
02/24/2020

Date Acknowledged:

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

Brazoria County Municipal Utility District No. 53

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

601.020009.00

Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



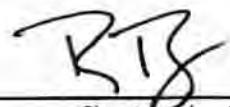
### 6 UNSWORN DECLARATION

My name is Roy Rodriguez and my date of birth is 02/22/1964

My address is 2647 Jo Ann Street Stafford TX 77477 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 24th day of February, 2020.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Frost Insurance - Houston P O Box 1315 Houston TX 77251		<b>CONTACT NAME:</b> Ladarsha Carter <b>PHONE (A/C, No, Ext):</b> 713-388-1311 <b>FAX (A/C, No):</b> 713-388-1238 <b>E-MAIL ADDRESS:</b> ladarsha.carter@frostinsurance.com	
<b>INSURED</b> Rodriguez Construction Group, LLC 2647 JoAnn Street Stafford TX 77477		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bitco General Insurance Corporation <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>RODRCON-01</b>		<b>NAIC #</b> 20095	

## COVERAGES

**CERTIFICATE NUMBER:** 808451792

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CLP3690895	2/10/2020	2/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP 3690894	2/10/2020	2/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2817639	2/10/2020	2/10/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC 3690896	2/10/2020	2/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution - Work Sites Only		CLP3690895	2/10/2020	2/10/2021	Aggregate \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project Name: Crystal View Drive Phase III, WSD &amp; Paving

The General Liability and Auto Liability policies include a specific additional insured endorsement on primary and non-contributory basis that provides additional insured status to Brazoria County MUD No. 53 and Land Tejas Sierra Vista West, LLC only when there is a written contract between the named insured and the certificate holder that requires such status. Umbrella is follow form

The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.  
See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

Brazoria County MUD No. 53  
Land Tejas Sierra Vista West, LLC  
c/o Manhard Consulting  
2445 Technology Forest Boulevard #200  
The Woodlands TX 77381

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Frost Insurance - Houston		NAMED INSURED Rodriguez Construction Group, LLC 2647 JoAnn Street Stafford TX 77477
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

30 Day Notice of Cancellation applies. Umbrella Policy is follow form.

Copy



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

4/13/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Frost Insurance - Houston P O Box 1315 Houston, TX 77251		<b>PHONE</b> (A/C, No, Ext): 713-388-1250		<b>COMPANY</b> Bitco General Insurance Corporation	
<b>FAX</b> (A/C, No): 713-388-1238		<b>E-MAIL ADDRESS:</b>			
<b>CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID #:</b> RODRCON-01					
<b>INSURED</b> Rodriguez Construction Group, LLC 2647 JoAnn Street Stafford, TX 77477		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> CLP3690895	
		<b>EFFECTIVE DATE</b> 02/10/2020		<b>EXPIRATION DATE</b> 02/10/2021	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

PERILS INSURED BASIC BROAD X SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Schedule Equipment - Per Schedule	\$2,478,687	1,000
Leased/ Rented Equipment:		
Per Item	\$500,000	1,000
Aggregate	\$1,000,000	1,000
Installation Floater & Builders Risk	\$1,500,000	\$2,500

## REMARKS (Including Special Conditions)


Project Name: Crystal View Drive Phase III, WSD &amp; Paving

Holder is listed as a loss payee

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b>  Brazoria County MUD No. 53 Land Tejas Sierra Vista West, LLC c/o Manhard Consulting 2445 Technology Forest Boulevard #200 The Woodlands, TX 77381	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	<b>LOAN #</b>		
	<b>AUTHORIZED REPRESENTATIVE</b> 		

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:  
ALL TEXAS OPERATIONS

## 3. Premium Incl.

The premium charge for this endorsement shall be VRS percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

## 4. Advance Premium Incl.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No. WC 3690896      Endorsement No.  
Premium

Insurance Company

Countersigned by



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION  
OR RESTRICTION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY POLICY  
POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

Number of Days Advance Notice: 30

If this policy is cancelled for any reason other than nonpayment of premium, or we make a material change that reduces or restricts the insurance afforded by a coverage part or policy (except for any reduction in the Limits of Insurance due to claims payments), we will mail advance notice to any person or organization to whom you have agreed in a written contract to provide such notice, but only if:

1. The agent of record sends a written request to us to provide such notice, including the name and address of such person or organization, and
2. We receive such written request from the agent of record, including name and address, at least 14 days before the beginning of the applicable number of advance notice days shown above.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROADENED COVERAGE - AUTOMOBILES**

The following modifies insurance provided under:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- |   |  |
|---|--|
| 1 - Broad Form Named Insured                                | 10 - Employee Hired Autos                              |
| 2 - Automatic Waiver of Subrogation                         | 11 - Bodily Injury Extension                           |
| 3 - Automatic Additional Insured                            | 12 - Hired Auto Physical Damage                        |
| 4 - Primary and Noncontributory - Other Insurance Condition | 13 - Enhanced Supplementary Payments                   |
| 5 - Unintentional Failure to Disclose Hazards               | 14 - Fellow Employee Coverage for Designated Positions |
| 6 - Extended Notice of Cancellation, Non-Renewal            | 15 - Physical Damage - Transportation Expenses         |
| 7 - When We Do Not Renew                                    | 16 - Rental Reimbursement Coverage                     |
| 8 - Notice of Knowledge of Accident or Loss                 | 17 - Loan/Lease Gap Coverage                           |
| 9 - Employees as Insured                                    | 18 - Accidental Air Bag Discharge Coverage             |

**1. BROAD FORM NAMED INSURED**

**SECTION II. A. 1. - WHO IS AN INSURED** - Paragraph d. is added:

- d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

**2. AUTOMATIC WAIVER OF SUBROGATION**

**Section IV - Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us**, is deleted and replaced with the following:

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

**3. AUTOMATIC ADDITIONAL INSURED**

SECTION II - WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

**4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL**

The COMMON POLICY CONDITIONS, Item A.2.b, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

**7. WHEN WE DO NOT RENEW**

SECTION IV - BUSINESS AUTO CONDITIONS, is amended to add Item B.9.:

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in 9. a. above.

**8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, Item A.2.a, is deleted and replaced with the following:

**2. Duties in the Event of Accident, Claim Suit or Loss:**

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Section II – Who is An Insured** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for an additional insured and included in the "products-completed operations hazard".

If the written contract or an additional insured endorsement required by the written contract requires that the additional insured be provided with coverage for "bodily injury" or "property damage" caused solely by their own negligence, then **Section II – Who is An Insured** cited immediately above does not apply and is replaced by:

**Section II – Who is An Insured** is amended to include as an additional insured any person or organization required by the written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" arising out of "your work" at the project designated in the contract, performed for an additional insured and included in the "products-completed operations hazard".

Regardless of which of the aforementioned **Section II – Who is An Insured** amendments is applicable to the additional insured, the insurance afforded to the additional insured:

1. will only apply if the written contract requiring additional insured coverage was signed into effect by you and an additional insured prior to any "bodily injury" or "property damage" occurring for which this coverage is sought; and
2. will only apply to the extent not prohibited by the law governing the project; and
3. will not apply to "property damage" in connection with a project where "your work" on the project was completed and where the duration of the additional insured coverage requirement in the written contract governing "your work" on that project had expired by the time that "property damage" first occurred; and
4. will not apply to "property damage" in connection with a project where "your work" on the project was completed and where the "property damage" occurred after the minimum time required for completed operations coverage in the written contract, if any, has expired.

The Limits of Insurance applicable to the additional insured under this endorsement are the minimum limits specified in the written contract requiring this coverage, or as stated in **Section III – Limits of Insurance** of the **Commercial General Liability Coverage Form**, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance described in **Section III** of that form.

This insurance is excess of all other insurance available to the additional insured, whether excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designates the additional insured as a Named Insured and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section II – Who is An Insured** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for an additional insured and which occurred during your ongoing operations for that additional insured.

If the written contract or an additional insured endorsement required by the written contract requires that the additional insured be provided with coverage for "bodily injury" or "property damage" caused solely by their own negligence, then **Section II – Who is An Insured** cited immediately above does not apply and is replaced by:

**Section II – Who is An Insured** is amended to include as an additional insured any person or organization required by the written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury" or "property damage" arising out of "your work" at the project designated in the contract, performed for an additional insured and which occurred during your ongoing operations for that additional insured.

Regardless of which of the aforementioned **Section II – Who is An Insured** amendments is applicable to the additional insured, the insurance afforded to the additional insured:

1. will only apply if the written contract requiring additional insured coverage was signed into effect by you and an additional insured prior to any "bodily injury" or "property damage" occurring for which this coverage is sought; and
2. will only apply to the extent not prohibited by the law governing the project; and
3. will not apply to "bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

The Limits of Insurance applicable to the additional insured under this endorsement are the minimum limits specified in the written contract requiring this coverage, or as stated in **Section III – Limits of Insurance** of the **Commercial General Liability Coverage Form**, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance described in **Section III** of that form.

This insurance is excess of all other insurance available to the additional insured, whether excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designates the additional insured as a Named Insured and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an ☒ in the box next to the caption of such provision.

- |  |   |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension                                   | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits  |
| B. <input type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations               | N. <input checked="" type="checkbox"/> Fellow Employee Coverage   |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation   | O. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work  |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal                               | P. <input checked="" type="checkbox"/> Care, Custody or Control   |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards                                 | Q. <input checked="" type="checkbox"/> Electronic Data Liability Coverage   |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment  | R. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage   |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage                    | S. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises  |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination  | T. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| I. <input checked="" type="checkbox"/> Liquor Liability  | U. <input type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations  |
| J. <input checked="" type="checkbox"/> Broadened Conditions  | V. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors  |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases                          |   |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts |   |

#### A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

**B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**C. AUTOMATIC WAIVER OF SUBROGATION**

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

**8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

**D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item **A2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

**A2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

## **BUILDERS' RISK COVERAGE BUILDERS' RISK AND INSTALLATION FLOATER FORM**

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we," "us," and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

### **AGREEMENT**

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Builders' Risk Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages."

### **PROPERTY COVERED**

"We" cover the following property unless the property is excluded or subject to limitations.

#### **1. Builders' Risk Coverages --**

##### **a. Course of Construction --**

1) **Coverage** -- "We" cover direct physical loss or damage caused by a covered peril to "buildings or structures" while in the course of construction, erection, or fabrication.

2) **Scaffolding, Fencing, and Temporary Structures** -- "We" also cover direct physical loss or damage caused by a covered peril to:

- a) scaffolding, construction forms, or temporary fencing, and
- b) temporary structures

##### **3) Coverage Limitations --**

a) "We" only cover:

- (1) "buildings or structures" in the course of construction; and
- (2) scaffolding, construction forms, temporary fencing, and temporary structures

at "your" "job site."

b) The "limit" provided under this coverage cannot be combined or added to the "limit" for any other coverage described in Property Covered.



b. **Contingent Coverage** --

- 1) **Coverage** -- "We" cover direct physical loss or damage caused by a covered peril to "buildings or structures" while in the course of construction, erection, or fabrication.
- 2) **When Coverage Applies** -- This coverage only applies when:
  - a) the purchaser of a "building or structure" fails to acquire or maintain the insurance coverage that is required by "your" construction agreement or contract; and
  - b) "you" are unable to collect "your" interest in the "building or structure."
- 3) **Coverage Limitations** --
  - a) "We" only cover "buildings or structures" in the course of construction:
    - (1) when a "limit" is indicated on the "schedule of coverages" for Contingent Coverage; and
    - (2) at "your" "job site."
  - b) The "limit" provided under this coverage cannot be combined or added to the "limit" for any other coverage described in Property Covered.

2. **Installation Floater Coverage** --

- a. **Coverage** -- "We" cover direct physical loss or damage caused by a covered peril to:
  - 1) "your" materials, supplies, machinery, fixtures, and equipment; and
  - 2) similar property of others that is in "your" care, custody, or control that are part of "your" "installation project."
- b. **Coverage Limitations** --
  - 1) "We" only cover materials, supplies, machinery, fixtures, and equipment:
    - a) when a "limit" is indicated on the "schedule of coverages" for Installation Floater Coverage; and
    - b) that will become a permanent part of "your" completed "installation project."
  - 2) "We" only cover an "installation project" at "your" "job site."
  - 3) The "limit" provided under this coverage cannot be combined or added to the "limit" for any other coverage described in Property Covered.

3. **We Do Not Pay** --

- a. **Penalties** -- "We" do not pay for any penalties for noncompletion or late completion of a covered "building or structure" in accordance with the provisions or conditions in the construction contract; or noncompliance with any provisions or conditions in the construction contract.

We will pay up to \$50,000 for any penalties due to late completion of a contract if the late completion is caused by a covered peril to a covered "building or structure."
- b. **Diminution In Value** -- "We" do not pay for any loss of value or any diminution in value of a "building or structure," however measured, that remains following the repair or replacement of a covered loss.

## PROPERTY NOT COVERED

1. **Airborne Property** -- "We" do not cover property while airborne except while in transit on a regularly scheduled airline flight.
2. **Buildings and Structures** -- Only as regards the Installation Floater Coverage, "we" do not cover "buildings or structures."

However, "we" do cover property that is part of "your" "installation project" and is in connection with any "building or structure."

3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Land** -- "We" do not cover land including land on which covered property is located.
5. **Not a Permanent Part of Building or Project** --
  - a. Only as regards the Builders' Risk Coverages and except as provided under Supplemental Coverages - Personal Property, "we" do not cover:
    - 1) materials and supplies;
    - 2) machinery, tools, and equipment; and
    - 3) business personal propertythat will not become a permanent part of a covered "building or structure."
  - b. Only as regards the Installation Floater Coverage, "we" do not cover:
    - 1) materials and supplies;
    - 2) machinery, tools, and equipment; and
    - 3) business personal property

that will not become a permanent part of a covered "installation project."

6. **Rehabilitation or Renovation Property** -- "We" do not cover any standing "building or structure" in the process of rehabilitation or renovation. Rehabilitation and renovation includes, but is not limited to, any additions, alterations, improvements, or repairs to an existing "building or structure."

However, "we" do cover materials, supplies, machinery, fixtures, and equipment that "you" install, construct, or lift in connection with any "installation project."

7. **Roadways and Walkways** --
  - a. Only as regards the Builders' Risk Coverages, "we" do not cover any portion of walkways, roadways, and other paved surfaces that is more than 1,000 feet from a covered "building or structure."
  - b. Only as regards the Installation Floater Coverage, "we" do not cover walkways, roadways, and other paved surfaces unless they are part of the specifications for "your" "installation project."
8. **Trees, Shrubs, Or Plants** -- Except as provided under Supplemental Coverages - Trees, Shrubs, and Plants, "we" do not cover trees, shrubs, plants, or lawns.
9. **Waterborne Property** -- Except as provided under Coverage Extensions - Waterborne Property, "we" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

## COVERAGE EXTENSIONS

**Provisions that Apply to Coverage Extensions** -- The following Coverage Extensions indicate an applicable "limit." This "limit" may also be shown on the "schedule of coverages."

If a different "limit" is indicated on the "schedule of coverages," that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages."

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage, including a Coverage Extension, Supplemental Coverage, or other coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following Coverage Extensions are not subject to and not considered in applying coinsurance conditions.

### 1. Debris Removal --

- a. **Coverage** -- "We" pay the cost of debris removal. Debris removal means the costs for the demolition, clearing, and removal of debris of covered property if such debris results from a covered peril.
- b. **We Do Not Cover** -- This coverage does not include costs to:
  - 1) extract "pollutants" from land or water; or
  - 2) remove, restore, or replace polluted land or water.
- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss or damage exclusive of the costs for debris removal. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

### 2. Emergency Removal --

- a. **Coverage** -- "We" cover any direct physical loss or damage to covered property while it is being moved or being stored to prevent a loss caused by a covered peril.
- b. **Time Limitation** -- This coverage applies for up to ten days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.

### 3. Emergency Removal Expenses --

- a. **Coverage** -- "We" pay for "your" expenses to move or store covered property to prevent a loss caused by a covered peril.
- b. **Time Limitation** -- This coverage applies for up to ten days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.

- c. **Limit** -- The most "we" pay in any one occurrence for expenses to move or store covered property to prevent a loss is \$10,000.
- d. **This is a Separate Limit** -- The "limit" for Emergency Removal Expenses is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

4. **Fraud And Deceit** --

- a. **Coverage** -- "We" cover theft of covered property when "you," "your" agents, customers, or consignees are fraudulently induced to part with the covered property:
  - 1) to persons who falsely represent themselves as the proper persons to receive the property;
  - 2) by the acceptance of fraudulent bills of lading or shipping receipts; or
  - 3) as a result of or directly related to the use of any electronic data processing hardware or software.
- b. **Limit** -- The most "we" pay in any one occurrence for theft of covered property under this Coverage Extension is \$50,000.

5. **Limited Fungus Coverage** --

- a. **Coverage** -- "We" pay for:
  - 1) costs and expenses arising out of the presence of "fungus" on covered property caused by or resulting from a covered peril; and
  - 2) direct physical loss or damage to covered property caused by or relating to the existence of or any activity of "fungus."
- b. **Coverage Limitation** -- "We" only provide the coverage described in item 5.a. above:
  - 1) when the "fungus" is the result of:
    - a) a "specified peril" other than fire or lightning; or
    - b) "flood" (if Flood Coverage is provided under this policy);that occurs during the policy period; and
  - 2) if all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.
- c. **Limited Fungus Coverage Limit** -- The most "we" pay for all loss or damage covered by this Coverage Extension at all "buildings or structures" is \$15,000, unless another "limit" is indicated on the "schedule of coverages." The Limited Fungus Coverage Limit applies regardless of the number of claims made.

The Limited Fungus Coverage Limit applies regardless of the number of locations or "buildings or structures" insured under this policy.

The Limited Fungus Coverage Limit is the most that "we" pay for the total of all loss or damage arising out of all occurrences of "specified perils," other than fire or lightning, or "flood" (if applicable) during each separate 12-month period beginning with the inception date of this policy.
- d. **If the Policy Period is Extended** -- If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Limited Fungus Coverage Limit.



- e. **Recurrence and Continuation of Fungus** -- The Limited Fungus Coverage Limit is the most that "we" pay with respect to a specific occurrence of a loss that results in "fungus" even if such "fungus" recurs or continues to exist during this or any future policy period.
  - f. **Limited Fungus Coverage Limit Applies to Other Costs or Expenses** -- The Limited Fungus Coverage Limit also applies to any cost or expense to:
    - 1) clean up, contain, treat, detoxify, or neutralize "fungus" on covered property or remove "fungus" from covered property;
    - 2) remove and replace those parts of covered property necessary to gain access to "fungus"; and
    - 3) test for the existence or level of "fungus" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus" is present.
  - g. **Loss Not Caused By Fungus** -- If there is a covered loss or damage to covered property not caused by "fungus," loss payment will not be limited by the "terms" of this Coverage Extension. However, to the extent that "fungus" causes an increase in the loss, that increase is subject to the "terms" of this Coverage Extension.
6. **Waterborne Property** --
- a. **Coverage** -- "We" cover direct physical loss or damage caused by a covered peril to covered property while waterborne.
  - b. **Limit** -- The most "we" pay in any one occurrence for loss to waterborne property is \$10,000.

#### **SUPPLEMENTAL COVERAGES**

**Provisions that Apply to Supplemental Coverages** -- The following Supplemental Coverages indicate an applicable "limit." This "limit" may also be shown on the "schedule of coverages."

If a different "limit" is indicated on the "schedule of coverages," that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages."

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension, including a Supplemental Coverage, Coverage Extension, or other coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following Supplemental Coverages are not subject to and not considered in applying coinsurance conditions.

1. **Expediting Expenses** --

- a. **Coverage** -- When a covered peril occurs to a covered "building or structure" or "installation project" and that covered peril causes a delay in completion of construction, "we" pay for reasonable expediting expenses necessary to address the delay in completion of construction caused by the covered peril so as to complete construction or installation within the time frame specified in the construction or installation contract.

Expediting expenses include, but are not limited to, additional:

- 1) labor or overtime;
- 2) transportation costs and storage expense;
- 3) expense to rent additional equipment; and
- 4) similar construction or installation expenses.

- b. **Limit** -- The most "we" pay in any one occurrence for all expediting expenses is \$10,000.

2. **Expense to Re-Erect Scaffolding** --

- a. **Coverage** -- "We" pay "your" expense to re-erect scaffolding after a covered loss to a covered "building or structure."

- b. **Limit** -- The most "we" pay for expense to re-erect scaffolding is \$5,000.

3. **Fire Department Service Charges** --

- a. **Coverage** -- "We" cover "your" liability, for fire department or volunteer fire department service charges.

- b. **Coverage Limitations** -- "We" only pay for:

- 1) fire department or volunteer fire department service charges that relate to covered property; and
- 2) charges incurred when the fire department or volunteer fire department is called to save or protect covered property from a covered peril.

- c. **Limit** -- The most "we" pay in any one occurrence for "your" liability for fire department or volunteer fire department service charges is \$1,000.

No deductible applies to this Supplemental Coverage.

4. **Ordinance or Law (Undamaged Parts of a Building)** --

- a. **Coverage** -- When a covered peril occurs to a covered "building or structure," "we" pay for the value of undamaged parts of a covered "building or structure" that is required to be demolished as a result of the enforcement of any ordinance, law, or decree that:

- 1) requires the demolition of undamaged parts of a covered "building or structure" that is damaged or destroyed by a covered peril;
- 2) regulates the construction or repair of a "building or structure," or establishes building, zoning, or land use requirements at a covered "job site"; and
- 3) is in force at the time of loss

b. **We Do Not Cover** -- "We" do not cover:

- 1) the costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants";
- 2) loss or increased cost caused by the enforcement of any ordinance, law, or decree that requires the reconstruction, repair, replacement, remodeling, remediation, or razing of property due to the existence of or any activity of "fungus"; or
- 3) costs associated with the enforcement of any ordinance, law, or decree that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus."

c. **Coverage Limitation** -- This coverage is part of and not in addition to the applicable "limit" for coverage described under Property Covered.

5. **Ordinance or Law (Increased Cost to Repair and Cost to Demolish/Clear Site)** --

a) **Increased Cost To Repair** --

- 1) **Coverage** -- When a covered peril occurs to a covered "building or structure," "we" cover the increased cost to repair, rebuild, or reconstruct:
  - a) damaged portions of a covered "building or structure"; and
  - b) undamaged portions of a covered "building or structure" whether or not those undamaged portions need to be demolished;

as a result of the enforcement of building, zoning, or land use ordinance, law, or decree and is in force at the time when a covered peril occurs to a covered "building or structure".

- 2) **If the Building is Repaired or Rebuilt** -- If a covered "building or structure" is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by building, zoning, or land use ordinance, law, or decree.
- 3) **Coverage Limitation** -- "We" do not cover the increased cost of construction until the covered "building or structure" is actually repaired or replaced, whether at the same or another location, and unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years. The period for repair or replacement may be extended by "us" in writing during the two-year period.

b. **Cost to Demolish and Clear Site** -- "We" cover the cost to demolish and clear the site of undamaged parts of the covered "building or structure" that is damaged or destroyed by a covered peril. The demolition must be a result of the enforcement of a building, zoning, or land use ordinance, law, or decree that is in force at the time when a covered peril occurs to a covered "building or structure."

c. **We Do Not Cover** -- "We" do not cover:

- 1) the costs associated with the enforcement of any ordinance, law, or decree:
  - a) that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "pollutants";
  - b) that requires "you" or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "fungus," or

- c) "you" were required to comply with before the covered peril occurred to a covered "building or structure," even if the "building or structure" was undamaged and "you" failed to comply with the ordinance, law, or decree; or
  - 2) loss or increased cost caused by the enforcement of any ordinance, law, or decree that requires the reconstruction, repair, replacement, remodeling, remediation, or razing of property due to the existence of or any activity of "fungus."
- d) **What We Pay --**
- 1) **If the Building is Repaired or Replaced at Same Site or Opt to Build at Another Location --** If the covered "building or structure" is repaired or replaced at the same location or "you" opt to build at another location, "we" pay the lesser of:
    - a) the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "building or structure," plus the actual increased cost to repair, rebuild, or construct the property but not for more than a "building or structure" of the same height, floor area, and style at the same location with materials of like kind and quality; or
    - b) \$50,000.
  - 2) **If the Building is Repaired or Replaced and Required by Ordinance or Law to Relocate --** If the covered "building or structure" is rebuilt at a new location due to an ordinance or law requirement, "we" pay the lesser of:
    - a) the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "building or structure," plus the actual increased cost to construct a "building or structure" of the same height, floor area, and style at a new location with materials of like kind and quality; or
    - b) \$50,000.
  - 3) **If the Building is Not Repaired or Replaced --** If the covered "building or structure" is not repaired or replaced, "we" pay the lesser of:
    - a) the amount "you" actually spend to demolish and clear the site of undamaged parts of the covered "building or structure"; or
    - b) \$50,000.

6. **Personal Property --**

- a. **Coverage --** "We" cover direct physical loss or damage caused by a covered peril to business personal property that will not become a permanent part of a covered "building or structure" or "installation project."
- b. **Coverage Limitation --** "We" only cover business personal property while being installed or stored in a covered "building or structure" or "installation project."
- c. **Limit --** The most "we" pay in any one occurrence for loss to personal property is \$10,000.

7. **Pollutant Cleanup and Removal --**

- a. **Coverage --** "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation --** The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.



- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants."

However, "we" pay the cost of testing that is necessary for the extraction of "pollutants" from land or water.

- d) **Limit** -- The most "we" pay for each location is \$25,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

8. **Rewards** --

a. **Coverage** --

- 1) "We" pay a reward to an eligible person for information leading to the arrest and conviction of any person or persons committing arson, theft, or vandalism. The conviction must involve a covered loss, under this policy, caused by arson, theft, or vandalism.
- 2) "We" pay a reward to an eligible person for the return of stolen covered property, when the loss is caused by theft.

- b. **Eligible Person Means** -- An eligible person under this Supplemental Coverage means the first person to voluntarily provide the applicable law enforcement agency with the necessary information or return the stolen covered property.

An eligible person cannot be:

- 1) "you" or any family member;
- 2) "your" employee or any of his or her family members;
- 3) an employee of the applicable law enforcement agency;
- 4) any person who had custody of the covered property at the time the property was stolen; or
- 5) any person involved in the crime.

- c. **Coverage Limitation** -- There will be no reward payment unless and until the person(s) committing the crime is (are) convicted, or the covered property is returned.

- d. **Limit** -- The most "we" pay in any one occurrence under this Supplemental Coverage is \$1,000.

The amount "we" pay is not increased by the number of persons involved in providing the information.

9. **Sewer Backup** --

- a. **Coverage** -- "We" cover direct physical loss or damage to a covered "building or structure" or "installation project" caused by or resulting from:

- 1) water or waterborne material that backs up, overflows or is otherwise discharged through a sewer or drain, sump or septic tank; or
- 2) water or waterborne material below the surface of the ground, including but not limited to water or waterborne material that exerts pressure on or flows, seeps, or leaks through or into a covered "building or structure" or "installation project," sidewalk, driveway, foundation, swimming pool, or other structure.

- b. **Coverage Limitations** -- "We" do not cover loss or damage resulting from:
- 1) escape of water or waterborne material from a sump pit not equipped with a sump pump;
  - 2) failure to perform routine maintenance and repair of all sump pumps and related equipment; and
  - 3) failure to perform routine maintenance of sewers and drains including keeping sewers and drains free from obstructions. This limitation does not apply if "you" are not responsible for the maintenance of sewers or drains that results in loss or damage.
- c. **Limit** -- The most "we" pay in any one occurrence under this Supplemental Coverage is \$10,000.

10. **Temporary Storage Locations** --

- a. **Coverage** -- "We" cover direct physical loss or damage caused by a covered peril to:
- 1) materials and supplies that will become a permanent part of a covered "building or structure" or "installation project";
  - 2) business personal property as described under Supplemental Coverages - Personal Property; and
  - 3) trees, shrubs, plants, and lawns as described under Supplemental Coverages - Trees, Shrubs, and Plants and only for the perils described under Trees, Shrubs, and Plants
- while temporarily in storage at a location that is not "your" "job site."
- b. **We Do Not Cover** -- "We" do not cover property in storage if the property has not been specifically allocated to or otherwise identified with a covered "building or structure" or "installation project."
- c. **Limit** -- The most "we" pay in any one occurrence for loss to property at a storage location is \$10,000.

11. **Testing** --

- a. **Coverage** -- "We" cover direct physical loss to a covered:
- 1) "building or structure"; or
  - 2) "Installation project"
- resulting from testing.
- b. **Testing Means** -- Testing as used in this endorsement means start-up, performance, stress, pressure, or overload testing of materials, supplies, machinery, fixtures, and equipment that will become a permanent part of a covered "building or structure" or "installation project."
- c. **Testing Limit** -- The most "we" pay in any one occurrence for loss resulting from testing. The limit is \$10,000. The deductible limit is \$1,000.
- d. **Exclusions that Still Apply** -- The exclusions for Electrical Currents, Mechanical Breakdown, and Steam Boiler Explosion still apply except to the extent that coverage is provided under this endorsement.
- e. **Deductible** -- "We" only pay that part of "your" testing loss over the deductible amount indicated on the Testing Schedule in any one occurrence.

12. **Transit --**

- a. **Coverage** -- "We" cover direct physical loss or damage caused by a covered peril to:
- 1) materials and supplies that will become a permanent part of a covered "building or structure" or "installation project";
  - 2) business personal property as described under Supplemental Coverages - Personal Property; and
  - 3) trees, shrubs, plants, and lawns as described under Supplemental Coverages - Trees, Shrubs, and Plants and only for the perils described under Trees, Shrubs, and Plants
- while in transit.
- b. **Limit** -- The most "we" pay in any one occurrence for loss to property in transit is \$10,000.

13. **Trees, Shrubs, and Plants --**

- a. **Coverage Away from Buildings** -- "We" cover direct physical loss or damage including debris removal expenses, to trees, shrubs, plants, and lawns that are planted or installed within 1,000 feet of a covered "building or structure."
- However, "we" do not cover trees, shrubs, plants, and lawns that are inside or upon a "building or structure."
- b. **Coverage In or On Buildings** -- "We" cover direct physical loss or damage including debris removal expenses, to trees, shrubs, plants, and lawns that are planted or installed inside or upon a covered "building or structure".
- "We" also cover direct physical loss or damage including debris removal expenses, to trees, shrubs, plants, and lawns that are part of a vegetated roof.
- c. **Coverage Limitation** -- "We" only cover trees, shrubs, plants, and lawns that are:
- 1) at a covered "job site"; and
  - 2) being permanently planted or installed as part of "your" construction project.
- d. **We Do Not Cover** -- "We" do not cover trees, shrubs, or plants that are planted in flower pots, hanging baskets, flower boxes, or containers whether or not the pots, baskets, flower boxes, or containers are inside, upon, or outside of a "building or structure."
- e. **Covered Perils** -- "We" only cover loss or damage to trees, shrubs, plants, and lawns caused by the following perils:
- 1) fire;
  - 2) lightning;
  - 3) explosion;
  - 4) riot or civil commotion;
  - 5) falling objects; or
  - 6) vandalism

f. **Limits --**

- 1) **Coverage Away from Buildings --** The most "we" pay in any one occurrence for loss to trees, shrubs, plants and lawns that are planted or installed within 1,000 feet of a covered "building or structure" is \$10,000.
- 2) **Coverage In or On Buildings --** The most "we" pay in any one occurrence for loss to trees, shrubs, plants and lawns that are planted or installed inside or upon a covered "building or structure" is \$10,000.

**PERILS COVERED**

"We" cover risks of direct physical loss or damage unless the loss is limited or caused by a peril that is excluded.

**PERILS EXCLUDED**

1. "We" do not pay for loss or damage caused directly or indirectly by, or consisting of, one or more of the following excluded causes, events, or conditions. Such loss or damage is excluded regardless of other causes, events, or conditions that contribute in any sequence to or aggravate the loss, whether such causes, events, or conditions act to produce the loss before, at the same time as, or after the excluded causes, events, or conditions.

- a. **Civil Authority --** Order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Earth Movement --** Any "earth movement" whether natural or manmade and regardless of cause and regardless of whether or not the cause of the "earth movement":

- 1) originated at the covered property; or
- 2) was being performed at "your" request or for "your" benefit.

However, if eruption, explosion, or effusion of a volcano results in "volcanic action," "we" will pay for the loss or damage caused by that "volcanic action."

If "earth movement" results in fire, "we" will pay for the loss or damage caused by that fire. If "earth movement" (other than eruption, explosion, or effusion of a volcano) results in explosion, "we" will pay for the loss or damage caused by that explosion.

This exclusion does not apply to covered property while in transit.

- c. **Flood --** "Flood."

"We" also do not cover waterborne material carried or otherwise moved by "flood," whether or not driven by wind, including storm surge, or material carried or otherwise moved by mudslide or mudflow.

However, if "flood" results in fire, explosion, or sprinkler leakage, "we" will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit.



- d. **Fungus** -- Except as provided under Coverage Extensions - Limited Fungus Coverage, the existence of or any activity of "fungus."

But if "fungus" results in a "specified peril," "we" cover loss or damage caused by that "specified peril."

This exclusion does not apply to:

- 1) loss that results from fire or lightning; or
  - 2) collapse caused by hidden decay.
- e. **Nuclear Hazard** -- Nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
- f. **Ordinance Or Law** -- Except as provided under Supplemental Coverages - Ordinance Or Law, enforcement of any code, ordinance, or law regulating the use, construction, or repair of any "building or structure"; or requiring the demolition of any "building or structure" including the cost of removing its debris.

"We" do not pay for loss or increased cost regardless if the loss or increased cost is caused by or results from the:

- 1) enforcement of any code, ordinance, or law even if a "building or structure" has not been damaged; or
  - 2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a "building or structure," including the removal of debris, following direct physical loss or damage to the property.
- g. **Sewer, Septic Tank, Sump, or Drain Backup and Water Below the Surface** -- Except as provided under Supplemental Coverages - Sewer Backup:
- 1) water or waterborne material that backs up, overflows or is otherwise discharged through a sewer or drain, sump or septic tank, eaves trough or downspout; or
  - 2) water or waterborne material below the surface of the ground, whether naturally or artificially occurring, including but not limited to water or waterborne material that exerts pressure on or flows, seeps, or leaks through or into a covered "building or structure" or "installation project," sidewalk, driveway, foundation, swimming pool, or other structure.

But if sewer, drain, sump, septic tank, eaves trough, or downspout backup and water or waterborne material below the surface results in fire, explosion, or sprinkler leakage, "we" cover the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit.

- h. **War and Military Action** --

- 1) War, including undeclared war or civil war, or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action exclusion will apply in place of the Nuclear Hazard exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination Or Deterioration** -- "We" do not pay for loss or damage caused by or resulting from contamination or deterioration including corrosion, decay, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- b. **Criminal, Fraudulent, Dishonest, or Illegal Acts** -- "We" do not pay for loss or damage caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Defects, Errors, and Omissions** --

- 1) "We" do not pay for loss or damage consisting of, caused by, or resulting from an act, defect, error, or omission (negligent or not) relating to:
  - a) design, specifications, construction, materials, or workmanship;
  - b) planning, zoning, development, siting, surveying, grading, or compaction; or
  - c) maintenance, installation, renovation, remodeling, or repair.

But if an act, defect, error, or omission as described above results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- 2) This exclusion applies regardless of whether or not the act, defect, error, or omission:
  - a) originated at a covered "building or structure"; or
  - b) was being performed at "your" request or for "your" benefit.

d. **Delay in Completion and Increased Construction Costs** --

1) Except as provided under Supplemental Coverages - Expediting Expenses, "we" do not pay for loss or damage caused directly or indirectly by a:

a) delay in the completion of construction, installation, erection, or fabrication of:

- (1) a "building or structure";
- (2) an "installation project"; or
- (3) any portion of a "building or structure" or "installation project"; or

b) a change in the sequence of construction, installation, erection, or fabrication of:

- (1) a "building or structure";
- (2) an "installation project"; or
- (3) any portion of a "building or structure" or "installation project"

regardless of the cause of the delay in completion or change in sequence.

2) "We" also do not pay for increased construction or installation costs caused by or resulting from a delay in completion or change in sequence as described above under items d.1), a) and b). Increased construction or installation costs include, but are not limited to:

- a) general conditions;
- b) increased construction or installation costs and additional construction or installation expenses;
- c) increased overhead, increased material costs, and increased labor costs;
- d) soft costs; and
- e) loss of earnings and loss of rental income.

3) General conditions means general conditions and extended general conditions including, but not limited to, costs of additional:

- a) utility charges;
- b) maintenance;
- c) facilities;
- d) communications; and
- e) administrative personnel.

e. **Electrical Currents** -- "We" do not pay for loss or damage caused by or resulting from arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a "specified peril," "we" do cover the loss or damage caused by that "specified peril."

- f. **Loss of Use and Consequential Loss** -- "We" do not pay for loss or damage caused by or resulting from loss of use, delay, or loss of market. "We" also do not pay for any consequential loss or damage of any nature.

- g. **Mechanical Breakdown** -- "We" do not pay for loss or damage caused by or resulting from:

- 1) mechanical breakdown; or
- 2) rupturing or bursting of moving parts of machinery caused by centrifugal force.

But if a mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force results in a "specified peril," "we" do cover the loss or damage caused by that "specified peril."

- h. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- i. **Pollutants** -- "We" do not pay for loss or damage caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril."

- j. **Steam Boiler Explosion** -- "We" do not pay for loss or damage caused by or resulting from an explosion of steam boilers, steam pipes, steam turbines, or steam engines.

But if an explosion of steam boilers, steam pipes, steam turbines, or steam engines results in a fire or combustion explosion, "we" cover the loss or damage caused by that fire or combustion explosion. "We" also cover loss or damage caused by or resulting from the explosion of gas or fuel in a firebox, combustion chamber, or flue.

- k. **Temperature/Humidity** -- "We" do not pay for loss or damage caused by or resulting from dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- l. **Voluntary Parting** -- Except as provided under Coverage Extensions - Fraud And Deceit, "we" do not pay for loss or damage caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

- m. **Wear and Tear** -- "We" do not pay for loss or damage caused by or resulting from wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.



## WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
  - a) give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
  - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
  - a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit."
  - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property that has not been damaged by a peril insured against.
3. **Proof Of Loss** -- "You" must send "us," within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
  - a. the time, place, and circumstances of the loss;
  - b. other policies of insurance that may cover the loss;
  - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
  - d. changes in title of the covered property during the policy period; and
  - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

## VALUATION

1. **Replacement Cost** -- The value of covered property will be based on replacement cost as described below.
  - a. **Replacement Cost Means** -- Replacement cost means:
    - 1) the necessary and reasonable costs of materials and labor incurred to repair or replace, without deduction for depreciation, the part of the covered property that sustains direct physical loss or damage;
    - 2) the reasonable overhead and profit related to the covered property that sustains direct physical loss or damage but not to exceed the overhead and profit being charged for the construction, installation, erection, or fabrication of a covered "building or structure" or "installation project" in accordance with the construction or installation contracts; and
    - 3) other related construction costs and expenses that are re-incurred to repair or replace the part of the covered property that sustains direct physical loss or damage but only if such costs have been included as part of the "limit" for a covered "building or structure" or "installation project."
  - b. **Replacement Cost Limitations** -- Replacement cost is limited to the cost of repair or replacement with similar materials on the same site and used for the same purpose.
  - c. **Payment Limitation** -- If the part of the covered property that sustains direct physical loss or damage is repaired or replaced, the payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
2. **Pair Or Set** -- The value of a lost or damaged article that is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

## HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., 5., and 6., under How Much We Pay, "we" pay the lesser of:
  - a. the amount determined under Valuation;
  - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
  - c. the "limit" that applies to the covered property.
4. **Catastrophe Limit** -- The most "we" pay in any one occurrence is the Catastrophe Limit indicated on the "schedule of coverages" regardless if an occurrence or loss involves:
  - a. one or more "buildings or structures";
  - b. one or more "job sites";

- c. one or more coverages described under Property Covered; or
  - d. any combination of "buildings or structures," "job sites," described coverages, or coverages described under Coverage Extensions or Supplemental Coverages.
5. **Insurance Under More than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
6. **Insurance Under More than One Policy** --
- a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
  - b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit."

## LOSS PAYMENT

### 1. Loss Payment Options --

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
  - 1) pay the value of the lost or damaged property;
  - 2) pay the cost of repairing or replacing the lost or damaged property;
  - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
  - 4) take all or any part of the property at the agreed or appraised value.
- b. **Notice of Our Intent to Rebuild, Repair, or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

### 2. Your Losses --

- a. **Adjustment and Payment of Loss** -- "We" adjust all losses with "you." Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions for Payment of Loss** -- An insured loss will be payable 30 days after:
  - 1) a satisfactory proof of loss is received; and
  - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us."

### 3. Property of Others --

- a. **Adjustment and Payment of Loss to Property of Others** -- Losses to property of others may be adjusted with and paid to:
  - 1) "you" on behalf of the owner; or
  - 2) the owner.

- b. **We Do Not Have to Pay You if We Pay the Owner** -- If "we" pay the owner, "we" do not have to pay "you." "We" may also choose to defend any suits brought by the owners at "our" expense.

## REPORTING CONDITIONS

If indicated on the "schedule of coverages," the following reporting conditions apply.

1. **Builders' Risk Coverages** -- The following reporting conditions apply to Builders' Risk Coverages.

a. **Reports** --

- 1) **You Will Report To Us** -- Within 30 days after the end of each reporting period indicated on the "schedule of coverages", "you" will report to "us" the estimated completed value of each "building or structure." "Your" report will contain the:

- a) estimated completion cost;
- b) address; and
- c) construction classification

of each "building or structure."

- 2) **Cancellation** -- If "your" coverage is canceled, "you" will report the estimated completed value of each "building or structure" up to and including the date of cancellation and pay any additional premium due.

b. **Premium Computation and Adjustment** -- The premium will be adjusted as of each adjustment period indicated on the "schedule of coverages." The computed premium will be determined by multiplying the estimated completed value of each "building or structure" by the rate indicated on the "schedule of coverages."

- 1) **Annual Adjustment** -- When an annual adjustment period is indicated on the "schedule of coverages," "we" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages."

- 2) **Other Adjustment Period** -- When any other premium adjustment period is indicated, "we" will apply the computed premium to the deposit premium until it is exhausted. "You" will pay "us" all premiums that exceed the deposit premium. At the end of the policy period, if the computed premium is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages."

c. **Provisions That Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:

- 1) **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit."
- 2) **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual estimated completed value of a "building or structure," "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the value of a "building or structure" "you" reported divided by the actual estimated completed value of the "building or structure" during the reporting period.
- 3) **We Will Not Pay More than the Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.



2. **Installation Floater Coverage** -- The following reporting conditions apply to the Installation Floater Coverage.

a. **Reports** --

- 1) **You Will Report To Us** -- Within 30 days after the end of each reporting period indicated on the "schedule of coverages," "you" will report to "us" the total receipts (collected and uncollected) earned from "your" "installation projects" during the reporting period indicated on the "schedule of coverages." Receipts include the amounts "you" earn from materials, labor, reasonable overhead and profit, and delivery charges that are part of "your" "installation projects."
- 2) **Cancellation** -- If "your" coverage is canceled, "you" will report the total receipts (collected and uncollected) earned from "your" "installation projects" up to and including the date of cancellation and pay any additional premium due.

b. **Premium Computation and Adjustment** -- The premium will be adjusted as of each adjustment period indicated on the "schedule of coverages." The total computed premium will be determined by multiplying the total earned receipts by the rate indicated on the "schedule of coverages."

- 1) **Annual Adjustment** -- When an annual adjustment period is indicated on the "schedule of coverages," "we" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the schedule.
- 2) **Other Adjustment Period** -- When any other premium adjustment period is indicated, "we" will apply the computed premium to the deposit premium until it is exhausted. "You" will pay "us" all premiums that exceed the deposit premium. At the end of the policy period, if the computed premium is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages."

c. **Provisions that Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay.

- 1) **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit."
- 2) **Reported Values are Less than the Full Value** -- If "your" last report before a loss shows less than the actual receipts earned during the reporting period for an "installation project," "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the receipts "you" reported divided by the receipts "you" actually earned from "your" "installation project" during the reporting period.
- 3) **We Will Not Pay More than the Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

**OTHER CONDITIONS**

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us," the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us."

2. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
  - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
    - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
    - 2) "your" legal representative.This person or organization is an insured only with respect to property covered by this coverage.
  - b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
5. **Misrepresentation, Concealment, or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
  - a. "You" or any other insured have willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) "your" interest herein.
  - b. There has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
  - a. "you" must notify "us" promptly if "you" recover property or receive payment;
  - b. "we" must notify "you" promptly if "we" recover property or receive payment;
  - c. any recovery expenses incurred by either are reimbursed first;
  - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
  - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be prorated between "you" and "us" based on "our" respective interest in the loss.

8. **Restoration Of Limits** – Except as indicated under Limited Fungus Coverage, a loss "we" pay under this coverage does not reduce the applicable "limits."

9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** – No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while in the United States of America, its territories and possessions, Canada, and Puerto Rico.

12. **Carriers for Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the replacement cost or actual cash value of the covered property.

#### **ADDITIONAL COVERAGE LIMITATIONS**

1. **Occupancy and Use** – The following provision only applies to Builders' Risk Coverages, "we" do not provide coverage under this policy if, without "our" prior written consent, a covered "building or structure" as described under Property Covered is:

- a. occupied in whole or in part; or
- b. put to its intended use.

However, this provision does not apply if Permission To Occupy is indicated on the "schedule of coverages."

2. **When Coverage Ceases** – Coverage will end when one of the following occurs:

- a. this policy expires or is canceled;
- b. a covered "building or structure" or "installation project" is accepted by the purchaser;
- c. "your" insurable interest in the covered property ceases;
- d. "you" abandon construction or installation with no intent to complete it; or
- e. a covered "building or structure" or "installation project" has been completed for more than 90 days.

#### **DEFINITIONS**

1. "Buildings or structures" means:

- a. buildings;
- b. structures;



- c. materials and supplies that will become a permanent part of the buildings or the structures; and
- d. foundations, excavations, grading, filling, attachments, permanent fencing, and other permanent fixtures.

2. "Earth movement" means:

- a. The movement of the ground, soil, sediments, substrates, or strata whether the movement is caused by an act of nature or is manmade, including but not limited to:
  - 1) earthquake including aftershocks, liquefaction, or ground displacement associated with earthquake;
  - 2) eruption, explosion, or effusion of a volcano;
  - 3) shaking or ground rupture before, during or after a volcanic eruption;
  - 4) landslide;
  - 5) mine subsidence whether or not the manmade mine is currently in use; or
  - 6) any other ground movement, including sinking (other than "sinkhole collapse"), shifting, contraction, or rising of the ground including, but not limited to:
    - a) erosion, expansion, shrinking;
    - b) freezing or thawing;
    - c) soil compaction; and
    - d) movement caused by water under the surface of the groundthat cause cracking, settling, tilting, leaning, or shifting of covered property.
- b. The movement of the ground, soil, sediments, substrates, or strata resulting from any act, error or omission including but not limited to:
  - 1) construction or excavation activities, regardless of whether or not occurring under covered property and regardless of whether the construction or excavation was being performed at "your" request or for "your" benefit;
  - 2) blasting or vibration from any source;
  - 3) any process for removing gas; oil; minerals; water; steam; or any other natural resource, substance, or material from below the surface of the ground including, but not limited to, hydraulic fracturing (fracking), mining, drilling, or geothermal energy extraction;
  - 4) water injection below the surface of the ground, whether wastewater from hydraulic fracturing or any other source or water injected into underground rock for the purpose of creating geothermal energy; or
  - 5) carbon sequestration, biosequestration or any other process for removing carbon dioxide or other forms of carbon from the atmosphere and placed it in an underground reservoir, underground geologic formations or any other underground storage technique.



3. "Flood" means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused artificially or naturally, by human or animal forces or by an act of nature. "Flood" includes, but is not limited to:
- a. overflow of inland or tidal waters, waves, tidal waves, or tsunamis, or spray that results from any of these, all whether driven by wind or not, including but not limited to storm surge;
  - b. unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. mudslides or mudflows if caused by:
    - 1) unusual and rapid accumulation or runoff of surface waters or waves; or
    - 2) currents of water exceeding anticipated cyclical levels.
4. "Fungus" means:
- a. a fungus, including but not limited to mildew and mold;
  - b. a protist, including but not limited to algae and slime mold;
  - c. wet rot and dry rot;
  - d. a bacterium; or
  - e. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
5. "Installation project" means an installation or construction project where "you" are in the process of installing, constructing, or rigging:
- a. materials or supplies;
  - b. machinery;
  - c. fixtures; or
  - d. equipment.
6. "Job site" means any location, project, or work site where "you" are in the process of:
- a. constructing, erecting, or fabricating a "building or structure"; or
  - b. installing, constructing, or rigging materials or supplies, machinery, fixtures, or equipment.
7. "Limit" means the amount of coverage that applies.
8. "Pollutant" means:
- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
  - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

9. "Schedule of coverages" means:

- a. all pages labeled "schedule of coverages" or schedules that pertain to this coverage; and
- b. declarations or supplemental declarations that pertain to this coverage.

10. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

11. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of "buildings or structures" or to personal property inside "buildings or structures" unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

12. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

13. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

"Volcanic action" does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the covered property.

**PERFORMANCE BOND**

BOND NO. 70188817

STATE OF TEXAS

Contract Date 11-2-2020

COUNTY OF BRAZORIA

Date Bond Executed 11-2-2020

PRINCIPAL Rodriguez Construction Group, LLC.

SURETY The Guarantee Company of North America USA

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **One Million Six Hundred Thirty Thousand Four Hundred Dollars and Zero Cents (\$1,630,400.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase III for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly performs the work in accordance with the plans, specifications and any other contract documents, during the original term of the Contract and any extensions thereof that may be granted by Owner, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

This Bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions contained herein and in the Contract are applicable whether or not within the scope of said statute.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Rodriguez Construction Group, LLC.

PRINCIPAL

By [Signature]

Name Roy Rodriguez

Title President

Address 2647 Jo Ann Street

Stafford, TX 77477

ATTEST

By [Signature]

Name Joanne Rodriguez

Title Secretary

(SEAL)

The Guarantee Company of North America USA

SURETY

By [Signature]

Name Jillian O'Neal

Title Attorney-in-Fact

ATTEST

By [Signature]

Name Rebecca Garza

Title Account Manager

(SEAL)

Physical Address:

One Towne Square

Suite 1470

Southfield, MI 48076

Mailing Address:

One Towne Square

Suite 1470

Southfield, MI 48076

Telephone: (866) 328-0567

Local Recording Agent Personal Identification Number:

1903053

Agency Name: Technical Assurance, L.L.C.

Agency Address 26623 Oak Ridge Drive, The Woodlands, TX 77380

Agency Telephone (281) 296-9997

**Surety must attach its original Power of Attorney to this Bond.**



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Joanne Rodriguez, certify that I am the secretary of the corporation named as Principal in the Bond; that Roy Rodriguez, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

  
Signature of Corporate Secretary

(Corporate Seal)

**ATTACH POWER OF ATTORNEY**

Copy



The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin, Jillian O'Neal, Erica A. Cox, Rebecca Garza Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignees, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of November, 2020

*Randall Musselman*

Randall Musselman, Secretary



## TEXAS CONSUMER NOTICE

### 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent at:
3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at:  
1-866-328-0567
4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Claims.US@theguarantee.com](mailto:Claims.US@theguarantee.com)  
Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439
6. You may write the Texas Department of Insurance:  
333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)
7. PREMIUM OR CLAIM DISPUTES:  
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
8. ATTACH THIS NOTICE TO YOUR POLICY:  
This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o presentar una queja:

Puede contactar a su agente en:

Puede llamar al número de teléfono gratuito de The Guarantee Company of North America USA para obtener información o presentar una queja en:  
1-866-328-0567

También puede escribir a The Guarantee Company of North America USA a;

One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Claims.US@theguarantee.com](mailto:Claims.US@theguarantee.com)  
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas en: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:  
333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS PREMIUM O DE RECLAMACIÓN:

Si tiene una disputa sobre su prima o sobre un reclamo, debe comunicarse primero con el (agente) (compañía) agente o la compañía. Si la disputa no se resuelve, puede comunicarse con el Departamento de Seguros de Texas (TDI).

ADJUNTE ESTE AVISO A SU POLÍTICA: Este aviso es solo para información y no se convierte en parte o condición del documento adjunto.

**PAYMENT BOND**

BOND NO. 70188817

STATE OF TEXAS

Contract Date 11-2-2020

COUNTY OF BRAZORIA

Date Bond Executed 11-2-2020

PRINCIPAL Rodriguez Construction Group, LLC.

SURETY The Guarantee Company of North America USA

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **One Million Six Hundred Thirty Thousand Four Hundred Dollars and Zero Cents (\$1,630,400.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase III for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the Bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.



Rodriguez Construction Group, LLC.  
PRINCIPAL

By [Signature]

Name Roy Rodriguez

Title President

Address 2647 Jo Ann Street

Stafford, TX 77477

ATTEST

By [Signature]

Name Joanne Rodriguez

Title Secretary

(SEAL)

The Guarantee Company of North America USA  
SURETY

By [Signature]

Name Jillian O'Neal

Title Attorney-in-Fact

ATTEST

By [Signature]

Name Rebecca Garza

Title Account Manager

(SEAL)

Physical Address:

One Towne Square

Suite 1470

Southfield, MI 48076

Mailing Address:

One Towne Square

Suite 1470

Southfield, MI 48076

Telephone: (866) 328-0567

Local Recording Agent Personal Identification Number:

1903053

Agency Name: Technical Assurance, L.L.C.


Agency Address 26623 Oak Ridge Drive, The Woodlands, TX 77380

Agency Telephone (281) 296-9997

**Surety must attach its original Power of Attorney to this Bond.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Joanne Rodriguez, certify that I am the secretary of the corporation named as Principal in the Bond; that Roy Rodriguez, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

 (Corporate Seal)  
Signature of Corporate Secretary

Copy

**ATTACH POWER OF ATTORNEY**



**The Guarantee Company of North America USA**  
Southfield, Michigan

**POWER OF ATTORNEY**

**NOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin, Jillian O'Neal, Erica A. Cox, Rebecca Garza Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

**STATE OF MICHIGAN**  
**County of Oakland**

**Stephen C. Ruschak, President & Chief Operating Officer**

**Randall Musselman, Secretary**

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



**Cynthia A. Takai**  
**Notary Public, State of Michigan**  
**County of Oakland**

**My Commission Expires February 27, 2024**  
**Acting in Oakland County**

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of November, 2020

*Randall Musselman*

**Randall Musselman, Secretary**



## TEXAS CONSUMER NOTICE

### 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent at:

3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567

4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470  
Southfield, Michigan 48076

Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)

E-mail: [Claims.US@theguarantee.com](mailto:Claims.US@theguarantee.com)

Fax: 248-750-0431

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

6. You may write the Texas Department of Insurance:

333 Guadalupe Street

P.O. Box 149104

Austin, TX 78701

Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### 7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o presentar una queja:

Puede contactar a su agente en:

Puede llamar al número de teléfono gratuito de The Guarantee Company of North America USA para obtener información o presentar una queja en: 1-866-328-0567

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E-mail: [Claims.US@theguarantee.com](mailto:Claims.US@theguarantee.com)

Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas en: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

333 Guadalupe Street

P.O. Box 149104

Austin, TX 78701

Fax: (512) 490-1007

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### DISPUTAS PREMIUM O DE RECLAMACIÓN:

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ADJUNTE ESTE AVISO A SU POLÍTICA: Este aviso es solo para información y no se convierte en parte o condición del documento adjunto.



**MAINTENANCE BOND**

BOND NO. 70188817

STATE OF TEXAS

Contract Date 11-2-2020

COUNTY OF BRAZORIA

Date Bond Executed 11-2-2020

PRINCIPAL Rodriguez Construction Group, LLC.

SURETY The Guarantee Company of North America USA

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **One Million Six Hundred Thirty Thousand Four Hundred Dollars and Zero Cents (\$1,630,400.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage, and Paving Facilities for Crystal View Drive Phase III for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Rodriguez Construction Group, LLC.

PRINCIPAL

By [Signature]

Name Roy Rodriguez

Title President

Address 2647 Jo Ann Street

Stafford, TX 77477

ATTEST

By [Signature]

Name Joanne Rodriguez

Title Secretary

(SEAL)

The Guarantee Company of North America USA  
SURETY

By [Signature]

Name Jillian O'Neal

Title Attorney-in-Fact

ATTEST

By [Signature]

Name Rebecca Garza

Title Account Manager

(SEAL)

Physical Address:

One Towne Square

Suite 1470

Southfield, MI 48076

Mailing Address:

One Towne Square

Suite 1470

Southfield, MI 48076

Telephone: (866) 328-0567

Local Recording Agent Personal Identification Number:

1903053

Agency Name: Technical Assurance, L.L.C.

Agency Address 26623 Oak Ridge Drive, The Woodlands, TX 77380

Agency Telephone (281) 296-9997

**Surety must attach its original Power of Attorney to this Bond.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Joanne Rodriguez, certify that I am the secretary of the corporation named as Principal in the Bond; that Roy Rodriguez, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

  
Signature of Corporate Secretary

(Corporate Seal)

**ATTACH POWER OF ATTORNEY**

Copy



**The Guarantee Company of North America USA**  
Southfield, Michigan

**POWER OF ATTORNEY**

**NOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Edward Arens, Philip Baker, Michele Bonnin, Jillian O'Neal, Erica A. Cox, Rebecca Garza Technical Assurance, L.L.C.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

*Stephen C. Ruschak*

*Randall Musselman*

**STATE OF MICHIGAN**  
County of Oakland

**Stephen C. Ruschak, President & Chief Operating Officer**

**Randall Musselman, Secretary**

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



**Cynthia A. Takai**  
Notary Public, State of Michigan  
County of Oakland

**My Commission Expires February 27, 2024**  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



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*Randall Musselman*

**Randall Musselman, Secretary**





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Development Services  
Civil Engineering  
Surveying  
Construction Management  
Water Resources Management

November 11, 2020

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 1 submitted by Rodriguez Construction Group, LLC for the referenced project covering work performed between the period of 11/2/2020 to 11/10/2020. Included with this estimate is the Conditional Waiver.

As of 11/10/2020, the project was approximately 28% complete by contract amount and 9% complete by contract time. Our field project representative periodically observed the work performed by Rodriguez Construction Group, LLC.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Rodriguez Construction Group, LLC during the subject period and therefore, we recommend payment in the amount of **\$407,138.22** for this estimate.

Sincerely,

A handwritten signature in blue ink that reads 'David L. Doran'.

David L. Doran, P.E., CCM  
Director of Construction Management

DLD/ln

P:\020 Sierra Vista West Development\009 Crystal View Drive Ph. III WSD & Paving\Documents\Crystal View Drive Phase III - Construction\Pay Estimates\Pay Estimate Cover Letter.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
 Contractor: Rodriguez Construction Group, LLC  
  
 Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
 Job No: 610.020009.00  
 Engineer: Manhard Houston  
 NTP Date: November 2, 2020  
 Contract Duration: 90 Calendar Days  
 Contract Completion: January 31, 2021  
 Current Period: 11/2/2020 - 11/10/2020

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
		-	
Net Change:			\$ -

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$	1,630,400.00
<b>2. Net Changes by Change Order</b>	\$	-
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$	1,630,400.00
<b>4. Total Completed &amp; Stored to Date</b>	\$	<b>452,375.80</b>
<b>5. Retainage</b>		
a. 10% of Completed Work	\$	45,237.58
Total Retainage(Lines 5a +5b)	\$	45,237.58
<b>6. Total Earned Less Retainage</b>	\$	<b>407,138.22</b>
(Line 4 Less Line 5 Total)		
<b>7. Less Previous Certificates for Payment</b>	\$	-
(Line 6 from Prior Certificate)		
<b>8. Current Payment Due</b>	\$	<b>407,138.22</b>
<b>9. Balance to Finish, Including Retainage</b>		
(Line 3 Less Line 6)	\$	<b>1,223,261.78</b>

\*Percent Complete by Duration 9%

\*Percent Complete by Cost 28%

**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Rodriguez Construction Group, LLC  
**Project:** Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
**Job No.:** 610.020009.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	175	LF	\$ 54.11	\$ 9,469.25	120.00	\$ 6,493.20		\$ -	120.00	\$ 6,493.20	69%
2.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	145	LF	\$ 58.23	\$ 8,443.35	119.00	\$ 6,929.37		\$ -	119.00	\$ 6,929.37	82%
3.	18 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	465	LF	\$ 128.78	\$ 59,882.70		\$ -		\$ -	0.00	\$ -	0%
4.	8 - inch Force Main, AWWA C-900 Class 150 pipe, at all depths, including standard bedding, backfill and testing, Complete in Place.	3,600	LF	\$ 27.35	\$ 98,460.00		\$ -		\$ -	0.00	\$ -	0%
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	6	EA	\$ 3,150.00	\$ 18,900.00	4.00	\$ 12,600.00		\$ -	4.00	\$ 12,600.00	67%
6.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	1	EA	\$ 2,625.00	\$ 2,625.00		\$ -		\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	Internal drop connection, as shown in plans, Complete in Place.	1	EA	\$ 2,992.50	\$ 2,992.50		\$ -		\$ -	0.00	\$ -	0%
8.	Flomatic 6 - inch eccentric plug valve, Flo-E-Centric Model 54-4MJ or approved equivalent, Complete in Place.	2	EA	\$ 3,675.00	\$ 7,350.00		\$ -		\$ -	0.00	\$ -	0%
	<b>WATER IMPROVEMENTS</b>				\$ -							
9.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	185	LF	\$ 45.61	\$ 8,437.85		\$ -		\$ -	0.00	\$ -	0%
10.	12 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	1,950	LF	\$ 30.45	\$ 59,377.50	1,950.00	\$ 59,377.50		\$ -	1,950.00	\$ 59,377.50	100%
11.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	135	LF	\$ 32.24	\$ 4,352.40		\$ -		\$ -	0.00	\$ -	0%
12.	12 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	390	LF	\$ 54.39	\$ 21,212.10	275.00	\$ 14,957.25		\$ -	275.00	\$ 14,957.25	71%
13.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	6	EA	\$ 393.75	\$ 2,362.50	2.00	\$ 787.50		\$ -	2.00	\$ 787.50	33%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
14.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	8	EA	\$ 4,226.25	\$ 33,810.00	3.00	\$ 12,678.75		\$ -	3.00	\$ 12,678.75	38%
15.	Wet connection to existing 12" waterline, including removal of blow off valve and box, Complete in Place.	2	EA	\$ 472.50	\$ 945.00	1.00	\$ 472.50		\$ -	1.00	\$ 472.50	50%
	<b>STORM SEWER IMPROVEMENTS</b>				\$ -							
16.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	2,890	LF	\$ 56.55	\$ 163,429.50	2,310.00	\$ 130,630.50		\$ -	2,310.00	\$ 130,630.50	80%
17.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	810	LF	\$ 70.14	\$ 56,813.40	810.00	\$ 56,813.40		\$ -	810.00	\$ 56,813.40	100%
18.	Type "C-2" inlets including both first and second stage construction, Complete in Place.	2	EA	\$ 2,362.50	\$ 4,725.00	1.00	\$ 2,362.50		\$ -	1.00	\$ 2,362.50	50%
19.	Type "D" inlets including both first and second stage construction, Complete in Place.	1	EA	\$ 1,732.50	\$ 1,732.50	1.00	\$ 1,732.50		\$ -	1.00	\$ 1,732.50	100%
20.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2	EA	\$ 3,097.50	\$ 6,195.00		\$ -		\$ -	0.00	\$ -	0%
21.	Type "H-2" inlets including both first and second stage construction, Complete in Place.	22	EA	\$ 2,362.50	\$ 51,975.00	11.00	\$ 25,987.50		\$ -	11.00	\$ 25,987.50	50%
22.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	14	EA	\$ 1,995.00	\$ 27,930.00	14.00	\$ 27,930.00		\$ -	14.00	\$ 27,930.00	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
23.	Type "C" Cast in Place Manhole for 18-42 inch pipe, including tie in to existing 5'x5' RCB as shown in plans, Complete in Place.	2	EA	\$ 1,627.50	\$ 3,255.00	2.00	\$ 3,255.00		\$ -	2.00	\$ 3,255.00	100%
24.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	1	EA	\$ 2,625.00	\$ 2,625.00		\$ -		\$ -	0.00	\$ -	0%
25.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1	LS	\$ 3,675.00	\$ 3,675.00		\$ -		\$ -	0.00	\$ -	0%
26.	Construct Articulated Concrete Block extreme event swale including establishing vegetation, excavation, grading, and compaction as shown in plans, Complete in Place.	310	SY	\$ 63.00	\$ 19,530.00		\$ -		\$ -	0.00	\$ -	0%
<b>PAVING ITEMS</b>					\$ -							
27.	Roadway excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.	4,600	CY	\$ 4.73	\$ 21,758.00		\$ -		\$ -	0.00	\$ -	0%
28.	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.	12,405	SY	\$ 3.73	\$ 46,270.65		\$ -		\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
29.	Lime for subgrade (9 % application by dry weight), Complete in Place.	461	TON	\$ 189.00	\$ 87,129.00		\$ -		\$ -	0.00	\$ -	0%
30.	7 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	11,730	SY	\$ 43.58	\$ 511,193.40		\$ -		\$ -	0.00	\$ -	0%
31.	6 - inch concrete curb, Complete in Place.	5,065	LF	\$ 3.41	\$ 17,271.65		\$ -		\$ -	0.00	\$ -	0%
32.	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,260.00	\$ 1,260.00		\$ -		\$ -	0.00	\$ -	0%
33.	3.5 - inch hot mix asphalt Type D per TxDOT Specification Item 340, Complete in Place.	650	SY	\$ 39.90	\$ 25,935.00		\$ -		\$ -	0.00	\$ -	0%
34.	10 - inch crushed limestone base per TxDOT Specification Item 247, Complete in Place	650	SY	\$ 23.63	\$ 15,359.50		\$ -		\$ -	0.00	\$ -	0%
35.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	1	LS	\$ 13,125.00	\$ 13,125.00		\$ -		\$ -	0.00	\$ -	0%
36.	Traffic signs, as shown in plans, Complete in Place.	8	EA	\$ 430.50	\$ 3,444.00		\$ -		\$ -	0.00	\$ -	0%
37.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1	LS	\$ 5,775.00	\$ 5,775.00		\$ -		\$ -	0.00	\$ -	0%
38.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	9	EA	\$ 1,312.50	\$ 11,812.50		\$ -		\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
39.	Traffic control plan, including the installation, maintenance, and removal of all traffic control items as shown in plans, Complete in Place.	1	LS	\$ 2,625.00	\$ 2,625.00		\$ -		\$ -	0.00	\$ -	0%
40.	PVC irrigation sleeves, as shown in plans, Complete in Place.	112	LF	\$ 17.33	\$ 1,940.96		\$ -		\$ -	0.00	\$ -	0%
	<b>ADDITIONAL ITEMS</b>				\$ -							
41.	Trench safety system, all depths, Complete in Place	7,045	LF	\$ 0.11	\$ 774.95	5,584.00	\$ 614.24		\$ -	5,584.00	\$ 614.24	79%
42.	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	540	LF	\$ 30.00	\$ 16,200.00		\$ -		\$ -	0.00	\$ -	0%
43.	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	540	LF	\$ 20.00	\$ 10,800.00		\$ -		\$ -	0.00	\$ -	0%
44.	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	4	EA	\$ 1,050.00	\$ 4,200.00		\$ -		\$ -	0.00	\$ -	0%
45.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	7,494	CY	\$ 3.15	\$ 23,606.10		\$ -		\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
46.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1	EA	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00		\$ -	1.00	\$ 1,575.00	100%
47.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	28	EA	\$ 52.50	\$ 1,470.00	22.00	\$ 1,155.00		\$ -	22.00	\$ 1,155.00	79%
48.	Hydromulch areas within ROW and medians.	2	AC	\$ 1,422.75	\$ 2,845.50		\$ -		\$ -	0.00	\$ -	0%
49.	Reinforced Filter Barrier	7,465	LF	\$ 1.31	\$ 9,779.15		\$ -		\$ -	0.00	\$ -	0%
50.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1	LS	\$ 840.00	\$ 840.00		\$ -		\$ -	0.00	\$ -	0%
51.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1	LS	\$ 15,750.00	\$ 15,750.00		\$ -		\$ -	0.00	\$ -	0%
52.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1	LS	\$ 12,810.00	\$ 12,810.00	0.50	\$ 6,405.00		\$ -	0.50	\$ 6,405.00	50%
53.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1	LS	\$ 4,725.00	\$ 4,725.00		\$ -		\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
54.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1	LS	\$ 79,619.09	\$ 79,619.09	1.00	\$ 79,619.09		\$ -	1.00	\$ 79,619.09	100%
	<b>TOTAL - BASE BID</b>				<b>\$ 1,630,400.00</b>							
	<b>ALTERNATE ITEMS</b>											
55.	Excess soil excavation is to become property of the contractor and shall be hauled off site to be disposed of at a location which the contractor has a legal right to dispose of said material.	7,494	CY	\$ 12.60	\$ 94,424.40		\$ -		\$ -	0.00	\$ -	0%
	<b>TOTALS</b>					<b>\$ 452,375.80</b>	<b>\$ -</b>	<b>\$ 452,375.80</b>				

### CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Crystal View Drive PH III, WSD&Paving

Job No. 610.020009.00

On receipt by the signer of this document of a check from Land Tejas Sierra Vista West LLC (maker of check) in the sum of \$ 407,138.22 payable to Rodriguez Construction Group LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Land Tejas Sierra Vista West LLC (owner) located at Rosharon, Texas (location) to the following extent: Crystal View Drive PH III, WSD&Paving (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Rodriguez Construction Group LLC

Date 11/11/2020

By: Roy Rodriguez

Title: President

Signature: [Signature]

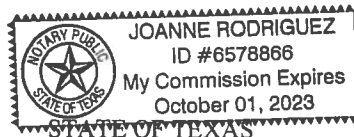
STATE OF TEXAS

§  
§  
§

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 11<sup>th</sup> day of November, 2020, by Roy Rodriguez, President of Rodriguez Const. Group LLC, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the







Development Services  
Civil Engineering  
Surveying  
Construction Management  
Water Resources Management

November 25, 2020

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 2 submitted by Rodriguez Construction Group, LLC for the referenced project covering work performed between the period of 11/11/2020 to 11/25/2020. Included with this estimate is the Conditional Waiver, Unconditional Waiver, and Affidavit of Bills Paid.

As of 11/11/2020, the project was approximately 54% complete by contract amount and 9% complete by contract time. Our field project representative periodically observed the work performed by Rodriguez Construction Group, LLC.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Rodriguez Construction Group, LLC during the subject period and therefore, we recommend payment in the amount of **\$390,314.71** for this estimate.

Sincerely,

A handwritten signature in blue ink that reads 'David L. Doran'.

David L. Doran, P.E., CCM  
Director of Construction Management

DLD/amk

P:\020 Sierra Vista West Development\009 Crystal View Drive Ph. III WSD & Paving\Documents\Crystal View Drive Phase III - Construction\Pay Estimates\Pay Estimate Cover Letter.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
 Contractor: Rodriguez Construction Group, LLC  
  
 Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
 Job No: 610.020009.00  
 Engineer: Manhard Houston  
 NTP Date: November 2, 2020  
 Contract Duration: 90 Calendar Days  
 Contract Completion: January 31, 2021  
 Current Period: 11/11/2020 - 11/25/2020

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
		-	
<b>Net Change:</b>			\$ -

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$	1,630,400.00
<b>2. Net Changes by Change Order</b>	\$	-
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$	1,630,400.00
<b>4. Total Completed &amp; Stored to Date</b>	\$	<u>886,058.81</u>
<b>5. Retainage</b>		
a. 10% of Completed Work	\$	88,605.88
Total Retainage(Lines 5a +5b)	\$	<u>88,605.88</u>
<b>6. Total Earned Less Retainage</b>	\$	<u>797,452.93</u>
(Line 4 Less Line 5 Total)		
<b>7. Less Previous Certificates for Payment</b>	\$	<u>407,138.22</u>
(Line 6 from Prior Certificate)		
<b>8. Current Payment Due</b>	\$	<u>390,314.71</u>
<b>9. Balance to Finish, Including Retainage</b>		
(Line 3 Less Line 6)	\$	<u>832,947.07</u>

\*Percent Complete by Duration 9%  
 \*Percent Complete by Cost 54%

**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Rodriguez Construction Group, LLC  
**Project:** Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
**Job No.:** 610.020009.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	175	LF	\$ 54.11	\$ 9,469.25	0.00	\$ -	120.00	\$ 6,493.20	120.00	\$ 6,493.20	69%
2.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	145	LF	\$ 58.23	\$ 8,443.35	0.00	\$ -	119.00	\$ 6,929.37	119.00	\$ 6,929.37	82%
3.	18 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	465	LF	\$ 128.78	\$ 59,882.70	300.00	\$ 38,634.00	0.00	\$ -	300.00	\$ 38,634.00	65%
4.	8 - inch Force Main, AWWA C-900 Class 150 pipe, at all depths, including standard bedding, backfill and testing, Complete in Place.	3,600	LF	\$ 27.35	\$ 98,460.00	515.00	\$ 14,085.25	0.00	\$ -	515.00	\$ 14,085.25	14%
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	6	EA	\$ 3,150.00	\$ 18,900.00	0.00	\$ -	4.00	\$ 12,600.00	4.00	\$ 12,600.00	67%
6.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	1	EA	\$ 2,625.00	\$ 2,625.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	Internal drop connection, as shown in plans, Complete in Place.	1	EA	\$ 2,992.50	\$ 2,992.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
8.	Flomatic 6 - inch eccentric plug valve, Flo-E-Centric Model 54-4MJ or approved equivalent, Complete in Place.	2	EA	\$ 3,675.00	\$ 7,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
	<b>WATER IMPROVEMENTS</b>				\$ -							
9.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	185	LF	\$ 45.61	\$ 8,437.85	185.00	\$ 8,437.85	0.00	\$ -	185.00	\$ 8,437.85	100%
10.	12 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	1,950	LF	\$ 30.45	\$ 59,377.50	0.00	\$ -	1,950.00	\$ 59,377.50	1,950.00	\$ 59,377.50	100%
11.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	135	LF	\$ 32.24	\$ 4,352.40	135.00	\$ 4,352.40	0.00	\$ -	135.00	\$ 4,352.40	100%
12.	12 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	390	LF	\$ 54.39	\$ 21,212.10	115.00	\$ 6,254.85	275.00	\$ 14,957.25	390.00	\$ 21,212.10	100%
13.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	6	EA	\$ 393.75	\$ 2,362.50	4.00	\$ 1,575.00	2.00	\$ 787.50	6.00	\$ 2,362.50	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
14.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	8	EA	\$ 4,226.25	\$ 33,810.00	5.00	\$ 21,131.25	3.00	\$ 12,678.75	8.00	\$ 33,810.00	100%
15.	Wet connection to existing 12" waterline, including removal of blow off valve and box, Complete in Place.	2	EA	\$ 472.50	\$ 945.00	0.00	\$ -	1.00	\$ 472.50	1.00	\$ 472.50	50%
	<b>STORM SEWER IMPROVEMENTS</b>				\$ -							
16.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	2,890	LF	\$ 56.55	\$ 163,429.50	461.00	\$ 26,069.55	2,310.00	\$ 130,630.50	2,771.00	\$ 156,700.05	96%
17.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	810	LF	\$ 70.14	\$ 56,813.40	0.00	\$ -	810.00	\$ 56,813.40	810.00	\$ 56,813.40	100%
18.	Type "C-2" inlets including both first and second stage construction, Complete in Place.	2	EA	\$ 2,362.50	\$ 4,725.00	0.00	\$ -	1.00	\$ 2,362.50	1.00	\$ 2,362.50	50%
19.	Type "D" inlets including both first and second stage construction, Complete in Place.	1	EA	\$ 1,732.50	\$ 1,732.50	0.00	\$ -	1.00	\$ 1,732.50	1.00	\$ 1,732.50	100%
20.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2	EA	\$ 3,097.50	\$ 6,195.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
21.	Type "H-2" inlets including both first and second stage construction, Complete in Place.	22	EA	\$ 2,362.50	\$ 51,975.00	0.00	\$ -	11.00	\$ 25,987.50	11.00	\$ 25,987.50	50%
22.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	14	EA	\$ 1,995.00	\$ 27,930.00	0.00	\$ -	14.00	\$ 27,930.00	14.00	\$ 27,930.00	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
23.	Type "C" Cast in Place Manhole for 18 42 inch pipe, including tie in to existing 5'x5' RCB as shown in plans, Complete in Place.	2	EA	\$ 1,627.50	\$ 3,255.00	0.00	\$ -	2.00	\$ 3,255.00	2.00	\$ 3,255.00	100%
24.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	1	EA	\$ 2,625.00	\$ 2,625.00	0.90	\$ 2,362.50	0.00	\$ -	0.90	\$ 2,362.50	90%
25.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1	LS	\$ 3,675.00	\$ 3,675.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
26.	Construct Articulated Concrete Block extreme event swale including establishing vegetation, excavation, grading, and compaction as shown in plans, Complete in Place.	310	SY	\$ 63.00	\$ 19,530.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
<b>PAVING ITEMS</b>					\$ -							
27.	Roadway excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.	4,600	CY	\$ 4.73	\$ 21,758.00	4,600.00	\$ 21,758.00	0.00	\$ -	4,600.00	\$ 21,758.00	100%
28.	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.	12,405	SY	\$ 3.73	\$ 46,270.65	9,305.00	\$ 34,707.65	0.00	\$ -	9,305.00	\$ 34,707.65	75%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
29 .	Lime for subgrade (9 % application by dry weight), Complete in Place.	461	TON	\$ 189.00	\$ 87,129.00	456.00	\$ 86,184.00	0.00	\$ -	456.00	\$ 86,184.00	99%
30 .	7 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	11,730	SY	\$ 43.58	\$ 511,193.40	3,000.00	\$ 130,740.00	0.00	\$ -	3,000.00	\$ 130,740.00	26%
31 .	6 - inch concrete curb, Complete in Place.	5,065	LF	\$ 3.41	\$ 17,271.65	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
32 .	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,260.00	\$ 1,260.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
33 .	3.5 - inch hot mix asphalt Type D per TxDOT Specification Item 340, Complete in Place.	650	SY	\$ 39.90	\$ 25,935.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
34 .	10 - inch crushed limestone base per TxDOT Specification Item 247, Complete in Place	650	SY	\$ 23.63	\$ 15,359.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
35 .	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	1	LS	\$ 13,125.00	\$ 13,125.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
36 .	Traffic signs, as shown in plans, Complete in Place.	8	EA	\$ 430.50	\$ 3,444.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
37 .	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1	LS	\$ 5,775.00	\$ 5,775.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
38 .	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	9	EA	\$ 1,312.50	\$ 11,812.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
39 .	Traffic control plan, including the installation, maintenance, and removal of all traffic control items as shown in plans, Complete in Place.	1	LS	\$ 2,625.00	\$ 2,625.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
40 .	PVC irrigation sleeves, as shown in plans, Complete in Place.	112	LF	\$ 17.33	\$ 1,940.96	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
	<b>ADDITIONAL ITEMS</b>				\$ -							
41 .	Trench safety system, all depths, Complete in Place	7,045	LF	\$ 0.11	\$ 774.95	1,461.00	\$ 160.71	5,584.00	\$ 614.24	7,045.00	\$ 774.95	100%
42 .	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	540	LF	\$ 30.00	\$ 16,200.00	460.00	\$ 13,800.00	0.00	\$ -	460.00	\$ 13,800.00	85%
43 .	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	540	LF	\$ 20.00	\$ 10,800.00	300.00	\$ 6,000.00	0.00	\$ -	300.00	\$ 6,000.00	56%
44 .	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	4	EA	\$ 1,050.00	\$ 4,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
45 .	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	7,494	CY	\$ 3.15	\$ 23,606.10	3,500.00	\$ 11,025.00	0.00	\$ -	3,500.00	\$ 11,025.00	47%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
46 .	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1	EA	\$ 1,575.00	\$ 1,575.00	0.00	\$ -	1.00	\$ 1,575.00	1.00	\$ 1,575.00	100%
47 .	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	28	EA	\$ 52.50	\$ 1,470.00	0.00	\$ -	22.00	\$ 1,155.00	22.00	\$ 1,155.00	79%
48 .	Hydromulch areas within ROW and medians.	2	AC	\$ 1,422.75	\$ 2,845.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
49 .	Reinforced Filter Barrier	7,465	LF	\$ 1.31	\$ 9,779.15	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
50 .	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1	LS	\$ 840.00	\$ 840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
51 .	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1	LS	\$ 15,750.00	\$ 15,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
52 .	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1	LS	\$ 12,810.00	\$ 12,810.00	0.50	\$ 6,405.00	0.50	\$ 6,405.00	1.00	\$ 12,810.00	100%
53 .	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1	LS	\$ 4,725.00	\$ 4,725.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
54.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1	LS	\$ 79,619.09	\$ 79,619.09	0.00	\$ -	1.00	\$ 79,619.09	1.00	\$ 79,619.09	100%
	<b>TOTAL - BASE BID</b>				<b>\$ 1,630,400.00</b>			0.00	0.00			
								0.00	0.00			
	<b>ALTERNATE ITEMS</b>							0.00	0.00			
								0.00	0.00			
55.	Excess soil excavation is to become property of the contractor and shall be hauled off site to be disposed of at a location which the contractor has a legal right to dispose of said material.	7,494	CY	\$ 12.60	\$ 94,424.40		\$ -	0.00	\$ -	0.00	\$ -	0%
	<b>TOTALS</b>					<b>\$ 433,683.01</b>		<b>\$ 452,375.80</b>		<b>\$ 886,058.81</b>		

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Crystal View DR PH III WSD&P

Job No. 610.020009.00

The signer of this document has been paid and has received a progress payment in the sum of \$ 407,138.22 for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) on the property of Land Tejas Sierra Vista West LLC (owner) located at Rosharon, Texas (location) to the following extent: Crystal View Dr PH III WSD&P (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Rodriguez Construction Group LLC

Date 11/25/2020

By: Roy Rodriguez

Title: President

Signature: [Signature]

STATE OF TEXAS

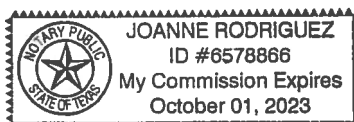
COUNTY OF Fort Bend

This instrument was acknowledged before me on the 25<sup>th</sup> day of Nov., 2020, by Roy Rodriguez,

President of Rodriguez Const. Group, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS



**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project Crystal View Dr. PH III WSD&P

Job No. 610.020009.00

On receipt by the signer of this document of a check from Land Tejas Sierra Vista West LLC (maker of check) in the sum of \$ 390,314.71 payable to Rodriguez Construction Group LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Land Tejas Sierra Vista West LLC (owner) located at Rosharon, Texas (location) to the following extent: Crystal View Dr. PH III WSD&P (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Rodriguez Construction Group LLC

Date 11/25/2020

By: Roy Rodriguez

Title: President

Signature: [Signature]

STATE OF TEXAS

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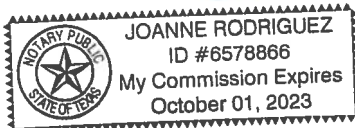
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 25 day of Nov, 2020, by Roy Rodriguez,

President of Rodriguez Construction Group LLC, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS





# AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

Roy Rodriguez, being duly sworn that he/she is President of  
Rodriguez Construction Group LLC of Fort Bend County, Texas (hereinafter called "Company"); and

That said Company has performed work and/or furnished material for  
Brazoria County MUD No. 53 (hereinafter called "Owner"), pursuant to a contract, dated  
November 2, 2020 (hereinafter called "Contract") for the construction of:  
Crystal View Drive Phase III, WSD&P

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner; and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities.

Rodriguez Construction Group, LLC

By: [Signature]

Printed Name: Roy Rodriguez

Title: President

ATTEST:

[Signature]

Printed Name: Joanne Rodriguez

THE STATE OF TEXAS  
COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Roy Rodriguez  
of Rodriguez Construction Group LLC a Corporation, known to me to  
be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that  
he/she executed the same as the act and deed of such Roy Rodriguez, for the purposes and  
consideration therein expressed, and in the capacity therein stated.

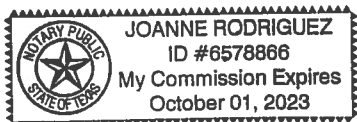
GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 25th day of November, 2020.

[Signature]  
Notary Public in and for the  
State of TEXAS

(NOTARY SEAL)

Printed Name: Joanne Rodriguez

Title: Secretary





January 5, 2020

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 3 submitted by Rodriguez Construction Group, LLC for the referenced project covering work performed between the period of 11/26/2020 to 12/30/2020. Included with this estimate is the Conditional Waiver, Unconditional Waiver, and Affidavit of Bills Paid.

As of 12/30/2020, the project was approximately 85% complete by contract amount and 64% complete by contract time. Our field project representative periodically observed the work performed by Rodriguez Construction Group, LLC.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Rodriguez Construction Group, LLC during the subject period and therefore, we recommend payment in the amount of **\$398,126.51** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\009 Crystal View Drive Ph. III WSD & Paving\Documents\Crystal View Drive Phase III - Construction\Pay Estimates\Crystal View Drive Phase III - Cover Letter - ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
Contractor: Rodriguez Construction Group, LLC

Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
Job No: 610.020009.00  
Engineer: Manhard Houston  
NTP Date: November 2, 2020  
Contract Duration: 90 Calendar Days  
Contract Completion: January 31, 2021  
Current Period: 11/26/2020 - 12/30/2020

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO 1	12/3/2020	-	\$ (74,245.35)
<b>Net Change:</b>			\$ (74,245.35)

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$	1,630,400.00
<b>2. Net Changes by Change Order</b>	\$	(74,245.35)
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$	1,556,154.65
<b>4. Total Completed &amp; Stored to Date</b>	\$	<b>1,328,421.60</b>
<b>5. Retainage</b>		
a. 10% of Completed Work	\$	132,842.16
Total Retainage(Lines 5a +5b)	\$	132,842.16
<b>6. Total Earned Less Retainage</b> (Line 4 Less Line 5 Total)	\$	<b>1,195,579.44</b>
<b>7. Less Previous Certificates for Payment</b> (Line 6 from Prior Certificate)	\$	<b>797,452.93</b>
<b>8. Current Payment Due</b>	\$	<b>398,126.51</b>
<b>9. Balance to Finish, Including Retainage</b> (Line 3 Less Line 6)	\$	<b>360,575.21</b>

\*Percent Complete by Duration 64%

\*Percent Complete by Cost 85%



**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Rodriguez Construction Group, LLC  
**Project:** Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
**Job No.:** 610.020009.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	175.00	LF	\$ 54.11	\$ 9,469.25	55.00	\$ 2,976.05	120.00	\$ 6,493.20	175.00	\$ 9,469.25	100%
2.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	145.00	LF	\$ 58.23	\$ 8,443.35	26.00	\$ 1,513.98	119.00	\$ 6,929.37	145.00	\$ 8,443.35	100%
3.	18 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	465.00	LF	\$ 128.78	\$ 59,882.70	165.00	\$ 21,248.70	300.00	\$ -	465.00	\$ 59,882.70	100%
4.	8 - inch Force Main, AWWA C-900 Class 150 pipe, at all depths, including standard bedding, backfill and testing, Complete in Place.	3,600.00	LF	\$ 27.35	\$ 98,460.00		\$ -	515.00	\$ -	515.00	\$ 14,085.25	14%
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	6.00	EA	\$ 3,150.00	\$ 18,900.00	2.00	\$ 6,300.00	4.00	\$ 12,600.00	6.00	\$ 18,900.00	100%
6.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	1.00	EA	\$ 2,625.00	\$ 2,625.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	Internal drop connection, as shown in plans, Complete in Place.	1.00	EA	\$ 2,992.50	\$ 2,992.50		\$ -	0.00	\$ -	0.00	\$ -	0%
8.	Flomatic 6 - inch eccentric plug valve, Flo-E-Centric Model 54-4MJ or approved equivalent, Complete in Place.	2.00	EA	\$ 3,675.00	\$ 7,350.00		\$ -	0.00	\$ -	0.00	\$ -	0%
<b>WATER IMPROVEMENTS</b>												
9.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	185.00	LF	\$ 45.61	\$ 8,437.85		\$ -	185.00	\$ -	185.00	\$ 8,437.85	100%
10.	12 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	1,950.00	LF	\$ 30.45	\$ 59,377.50		\$ -	1,950.00	\$ 59,377.50	1,950.00	\$ 59,377.50	100%
11.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	135.00	LF	\$ 32.24	\$ 4,352.40		\$ -	135.00	\$ -	135.00	\$ 4,352.40	100%
12.	12 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	390.00	LF	\$ 54.39	\$ 21,212.10		\$ -	390.00	\$ 14,957.25	390.00	\$ 21,212.10	100%
13.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	6.00	EA	\$ 393.75	\$ 2,362.50		\$ -	6.00	\$ 787.50	6.00	\$ 2,362.50	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
14.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	8.00	EA	\$ 4,226.25	\$ 33,810.00		\$ -	8.00	\$ 12,678.75	8.00	\$ 33,810.00	100%
15.	Wet connection to existing 12" waterline, including removal of blow off valve and box, Complete in Place.	2.00	EA	\$ 472.50	\$ 945.00	1.00	\$ 472.50	1.00	\$ 472.50	2.00	\$ 945.00	100%
<b>STORM SEWER IMPROVEMENTS</b>												
16.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	2,890.00	LF	\$ 56.55	\$ 163,429.50		\$ -	2,771.00	\$ 130,630.50	2,771.00	\$ 156,700.05	96%
17.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	810.00	LF	\$ 70.14	\$ 56,813.40		\$ -	810.00	\$ 56,813.40	810.00	\$ 56,813.40	100%
18.	Type "C-2" inlets including both first and second stage construction, Complete in Place.	2.00	EA	\$ 2,362.50	\$ 4,725.00		\$ -	1.00	\$ 2,362.50	1.00	\$ 2,362.50	50%
19.	Type "D" inlets including both first and second stage construction, Complete in Place.	1.00	EA	\$ 1,732.50	\$ 1,732.50		\$ -	1.00	\$ 1,732.50	1.00	\$ 1,732.50	100%
20.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2.00	EA	\$ 3,097.50	\$ 6,195.00		\$ -	0.00	\$ -	0.00	\$ -	0%
21.	Type "H-2" inlets including both first and second stage construction, Complete in Place.	22.00	EA	\$ 2,362.50	\$ 51,975.00	5.00	\$ 11,812.50	11.00	\$ 25,987.50	16.00	\$ 37,800.00	73%
22.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	14.00	EA	\$ 1,995.00	\$ 27,930.00		\$ -	14.00	\$ 27,930.00	14.00	\$ 27,930.00	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
23.	Type "C" Cast in Place Manhole for 18 42 inch pipe, including tie in to existing 5'x5' RCB as shown in plans, Complete in Place.	2.00	EA	\$ 1,627.50	\$ 3,255.00		\$ -	2.00	\$ 3,255.00	2.00	\$ 3,255.00	100%
24.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	1.00	EA	\$ 2,625.00	\$ 2,625.00	0.10	\$ 262.50	0.90	\$ -	1.00	\$ 2,625.00	100%
25.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1.00	LS	\$ 3,675.00	\$ 3,675.00		\$ -	0.00	\$ -	0.00	\$ -	0%
26.	Construct Articulated Concrete Block extreme event swale including establishing vegetation, excavation, grading, and compaction as shown in plans, Complete in Place.	310.00	SY	\$ 63.00	\$ 19,530.00		\$ -	0.00	\$ -	0.00	\$ -	0%
<b>PAVING ITEMS</b>												
27.	Roadway excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.	4,600.00	CY	\$ 4.73	\$ 21,758.00		\$ -	4,600.00	\$ -	4,600.00	\$ 21,758.00	100%
28.	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.	12,405.00	SY	\$ 3.73	\$ 46,270.65	3,100.00	\$ 11,563.00	9,305.00	\$ -	12,405.00	\$ 46,270.65	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
29.	Lime for subgrade (9 % application by dry weight), Complete in Place.	461.00	TON	\$ 189.00	\$ 87,129.00	5.00	\$ 945.00	456.00	\$ -	461.00	\$ 87,129.00	100%
30.	7 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	11,730.00	SY	\$ 43.58	\$ 511,193.40	8,175.00	\$ 356,266.50	3,000.00	\$ -	11,175.00	\$ 487,006.50	95%
31.	6 - inch concrete curb, Complete in Place.	5,065.00	LF	\$ 3.41	\$ 17,271.65		\$ -	0.00	\$ -	0.00	\$ -	0%
32.	Tie-in to existing pavement, Complete in Place.	1.00	EA	\$ 1,260.00	\$ 1,260.00	1.00	\$ 1,260.00	0.00	\$ -	1.00	\$ 1,260.00	100%
33.	3.5 - inch hot mix asphalt Type D per TxDOT Specification Item 340, Complete in Place.	650.00	SY	\$ 39.90	\$ 25,935.00		\$ -	0.00	\$ -	0.00	\$ -	0%
34.	10 - inch crushed limestone base per TxDOT Specification Item 247, Complete in Place	650.00	SY	\$ 23.63	\$ 15,359.50		\$ -	0.00	\$ -	0.00	\$ -	0%
35.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	1.00	LS	\$ 13,125.00	\$ 13,125.00		\$ -	0.00	\$ -	0.00	\$ -	0%
36.	Traffic signs, as shown in plans, Complete in Place.	8.00	EA	\$ 430.50	\$ 3,444.00		\$ -	0.00	\$ -	0.00	\$ -	0%
37.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1.00	LS	\$ 5,775.00	\$ 5,775.00		\$ -	0.00	\$ -	0.00	\$ -	0%
38.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	9.00	EA	\$ 1,312.50	\$ 11,812.50		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
39.	Traffic control plan, including the installation, maintenance, and removal of all traffic control items as shown in plans, Complete in Place.	1.00	LS	\$ 2,625.00	\$ 2,625.00		\$ -	0.00	\$ -	0.00	\$ -	0%
40.	PVC irrigation sleeves, as shown in plans, Complete in Place.	112.00	LF	\$ 17.33	\$ 1,940.96	112.00	\$ 1,940.96	0.00	\$ -	112.00	\$ 1,940.96	100%
<b>ADDITIONAL ITEMS</b>												
41.	Trench safety system, all depths, Complete in Place	7,045.00	LF	\$ 0.11	\$ 774.95		\$ -	7,045.00	\$ 614.24	7,045.00	\$ 774.95	100%
42.	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	540.00	LF	\$ 30.00	\$ 16,200.00	80.00	\$ 2,400.00	460.00	\$ -	540.00	\$ 16,200.00	100%
43.	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	540.00	LF	\$ 20.00	\$ 10,800.00	240.00	\$ 4,800.00	300.00	\$ -	540.00	\$ 10,800.00	100%
44.	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	4.00	EA	\$ 1,050.00	\$ 4,200.00	1.00	\$ 1,050.00	0.00	\$ -	1.00	\$ 1,050.00	25%
45.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	7,494.00	CY	\$ 3.15	\$ 23,606.10	3,994.00	\$ 12,581.10	3,500.00	\$ -	7,494.00	\$ 23,606.10	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
46.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,575.00	\$ 1,575.00		\$ -	1.00	\$ 1,575.00	1.00	\$ 1,575.00	100%
47.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	28.00	EA	\$ 52.50	\$ 1,470.00		\$ -	22.00	\$ 1,155.00	22.00	\$ 1,155.00	79%
48.	Hydromulch areas within ROW and medians.	2.00	AC	\$ 1,422.75	\$ 2,845.50		\$ -	0.00	\$ -	0.00	\$ -	0%
49.	Reinforced Filter Barrier	7,465.00	LF	\$ 1.31	\$ 9,779.15		\$ -	0.00	\$ -	0.00	\$ -	0%
50.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	LS	\$ 840.00	\$ 840.00	0.50	\$ 420.00	0.00	\$ -	0.50	\$ 420.00	50%
51.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1.00	LS	\$ 15,750.00	\$ 15,750.00		\$ -	0.00	\$ -	0.00	\$ -	0%
52.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1.00	LS	\$ 12,810.00	\$ 12,810.00		\$ -	1.00	\$ 6,405.00	1.00	\$ 12,810.00	100%
53.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1.00	LS	\$ 4,725.00	\$ 4,725.00		\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
54.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1.00	LS	\$ 79,619.09	\$ 79,619.09		\$ -	1.00	\$ 79,619.09	1.00	\$ 79,619.09	100%
	<b>TOTAL - BASE BID</b>				<b>\$ 1,630,400.00</b>		<b>\$ 437,812.79</b>		<b>\$ 452,375.80</b>		<b>\$ 1,323,871.60</b>	
	<b>CHANGE ORDER NO. 1</b>											
CO1.1	Safety End Treatment for 24" RCP Culvert.	2.00	EA	\$ 1,500.00	\$ 3,000.00	2.00	\$ 3,000.00			2.00	\$ 3,000.00	100%
CO1.2	External 12" sanitary drop assembly for sanitary manhole T-2	1.00	EA	\$ 1,550.00	\$ 1,550.00	1.00	\$ 1,550.00			1.00	\$ 1,550.00	100%
	<b>TOTALS</b>					<b>\$</b>	<b>442,362.79</b>	<b>\$</b>	<b>452,375.80</b>	<b>\$</b>	<b>1,328,421.60</b>	

COPY

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project Crystal View Dr. PH III WSD&P

Job No. 610.020009.00

On receipt by the signer of this document of a check from Land Tejas Sierra Vista West LLC (maker of check) in the sum of \$ 398,126.51 payable to Rodriguez Construction Group LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Land Tejas Sierra Vista West LLC (owner) located at Rosharon, Texas (location) to the following extent: Crystal View Dr. PH III WSD&P (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Rodriguez Construction Group LLC

Date 12/31/2020

By: Roy Rodriguez

Title: President

Signature: [Signature]

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 31st day of Dec, 2020, by Roy Rodriguez,

President of Rodriguez Construction Group LLC, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS





**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project Crystal View Dr. PH III WSD&P

Job No. 610.020009.00

The signer of this document has been paid and has received a progress payment in the sum of \$ 390,314.71 for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) on the property of Land Tejas Sierra Vista West LLC (owner) located at Rosharon, Texas (location) to the following extent: Crystal View Dr. PH III WSD&P (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Rodriguez Construction Grop LLC  
By: Roy Rodriguez  
Title: President  
Signature: [Signature]

Date 12/31/2020

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 31st day of Dec, 2020, by Roy Rodriguez,

President of Rodriguez Construction Grop LLC, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS



AFFIDAVIT OF BILLS PAID

STATE OF TEXAS                   §  
   §  
COUNTY OF Brazoria       §

Roy Rodriguez being first duly sworn, state that he is President  
of Rodriguez Construction Group LLC, Fort Bend County of Texas, hereinafter call  
"Contractor" and the said Contractor has performed work and/or furnished \_\_\_\_\_  
for Land Tejas Sierra Vista West LLC

\_\_\_\_\_ hereinafter called "Owner" pursuant to a contract dated  
with the Owner (hereinafter called "Contract") for the construction of:

Project: Crystal View Drive Phase III, WSD&P

That all just and lawful invoices against the Contractor for Labor, Materials and expendable equipment  
employed in the performance of the Contract and have been paid in full prior to acceptance of payment  
from the Owner, and

That the Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising  
from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Contractor has not received any claims or notice of claims from the subcontractor, materialmen  
and suppliers.

STATE OF TEXAS  
COUNTY OF Fort Bend

BEFORE ME, the undersigned authority on this day personally appeared Roy Rodriguez  
of Rodriguez Construction Group LLC, a Texas corporation known to me to be the person and officer  
whose name is subscribed to the foregoing instrument and acknowledged to me the executed the same as  
the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity  
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 31st day of December, 2020

My Commission Expires: 03/08/2024



Dawn Rodriguez  
Notary Public for the State of Texas



January 25, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 4 submitted by Rodriguez Construction Group, LLC for the referenced project covering work performed between the period of 1/1/2021 to 1/22/2021. Included with this estimate is the Conditional Waiver, Unconditional Waiver, Affidavit of Bills Paid and Consent of Surety to Reduction in or Partial Release of Retainage. Please note that retainage was reduced from 10% to 5%.

As of 1/21/2021, the project was approximately 89% complete by contract amount and 90% complete by contract time. Our field project representative periodically observed the work performed by Rodriguez Construction Group, LLC.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Rodriguez Construction Group, LLC during the subject period and therefore, we recommend payment in the amount of **\$116,492.68** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\009 Crystal View Drive Ph. III WSD & Paving\Documents\Crystal View Drive Phase III - Construction\Pay Estimates\Crystal View Drive Phase III - Cover Letter - ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin



**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
Contractor: Rodriguez Construction Group, LLC

Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
Job No: 610.020009.00  
Engineer: Elevation Land Solutions  
NTP Date: November 2, 2020  
Contract Duration: 90 Calendar Days  
Contract Completion: January 31, 2021  
Current Period: 1/1/2021 - 1/22/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO 1	12/3/2020	-	\$ (74,245.35)
<b>Net Change:</b>			\$ (74,245.35)

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$ 1,630,400.00
<b>2. Net Changes by Change Order</b>	\$ (74,245.35)
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$ 1,556,154.65
<b>4. Total Completed &amp; Stored to Date</b>	\$ 1,381,128.55
<b>5. Retainage</b>	
a. 5% of Completed Work	\$ 69,056.43
Total Retainage(Lines 5a +5b)	\$ 69,056.43
<b>6. Total Earned Less Retainage</b> (Line 4 Less Line 5 Total)	\$ 1,312,072.12
<b>7. Less Previous Certificates for Payment</b> (Line 6 from Prior Certificate)	\$ 1,195,579.44
<b>8. Current Payment Due</b>	\$ 116,492.68
<b>9. Balance to Finish, Including Retainage</b> (Line 3 Less Line 6)	\$ 244,082.53

\*Percent Complete by Duration 90%

\*Percent Complete by Cost 89%





**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Rodriguez Construction Group, LLC  
**Project:** Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III  
**Job No.:** 610.020009.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	175.00	LF	\$ 54.11	\$ 9,469.25		\$ -	175.00	\$ 9,469.25	175.00	\$ 9,469.25	100%
2.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	145.00	LF	\$ 58.23	\$ 8,443.35		\$ -	145.00	\$ 8,443.35	145.00	\$ 8,443.35	100%
3.	18 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	465.00	LF	\$ 128.78	\$ 59,882.70		\$ -	465.00	\$ 59,882.70	465.00	\$ 59,882.70	100%
4.	8 - inch Force Main, AWWA C-900 Class 150 pipe, at all depths, including standard bedding, backfill and testing, Complete in Place.	3,600.00	LF	\$ 27.35	\$ 98,460.00		\$ -	515.00	\$ 14,085.25	515.00	\$ 14,085.25	14%
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	6.00	EA	\$ 3,150.00	\$ 18,900.00		\$ -	6.00	\$ 18,900.00	6.00	\$ 18,900.00	100%
6.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	1.00	EA	\$ 2,625.00	\$ 2,625.00		\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7 .	Internal drop connection, as shown in plans, Complete in Place.	1.00	EA	\$ 2,992.50	\$ 2,992.50		\$ -	0.00	\$ -	0.00	\$ -	0%
8 .	Flomatic 6 - inch eccentric plug valve, Flo-E-Centric Model 54-4MJ or approved equivalent, Complete in Place.	2.00	EA	\$ 3,675.00	\$ 7,350.00		\$ -	0.00	\$ -	0.00	\$ -	0%
	<b>WATER IMPROVEMENTS</b>							0.00	\$ -			
9 .	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	185.00	LF	\$ 45.61	\$ 8,437.85		\$ -	185.00	\$ 8,437.85	185.00	\$ 8,437.85	100%
10 .	12 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	1,950.00	LF	\$ 30.45	\$ 59,377.50		\$ -	1,950.00	\$ 59,377.50	1,950.00	\$ 59,377.50	100%
11 .	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	135.00	LF	\$ 32.24	\$ 4,352.40		\$ -	135.00	\$ 4,352.40	135.00	\$ 4,352.40	100%
12 .	12 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	390.00	LF	\$ 54.39	\$ 21,212.10		\$ -	390.00	\$ 21,212.10	390.00	\$ 21,212.10	100%
13 .	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	6.00	EA	\$ 393.75	\$ 2,362.50		\$ -	6.00	\$ 2,362.50	6.00	\$ 2,362.50	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
14.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	8.00	EA	\$ 4,226.25	\$ 33,810.00		\$ -	8.00	\$ 33,810.00	8.00	\$ 33,810.00	100%
15.	Wet connection to existing 12" waterline, including removal of blow off valve and box, Complete in Place.	2.00	EA	\$ 472.50	\$ 945.00		\$ -	2.00	\$ 945.00	2.00	\$ 945.00	100%
	<b>STORM SEWER IMPROVEMENTS</b>							0.00	\$ -			
16.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	2,890.00	LF	\$ 56.55	\$ 163,429.50		\$ -	2,771.00	\$ 156,700.05	2,771.00	\$ 156,700.05	96%
17.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	810.00	LF	\$ 70.14	\$ 56,813.40		\$ -	810.00	\$ 56,813.40	810.00	\$ 56,813.40	100%
18.	Type "C-2" inlets including both first and second stage construction, Complete in Place.	2.00	EA	\$ 2,362.50	\$ 4,725.00	1.00	\$ 2,362.50	1.00	\$ 2,362.50	2.00	\$ 4,725.00	100%
19.	Type "D" inlets including both first and second stage construction, Complete in Place.	1.00	EA	\$ 1,732.50	\$ 1,732.50		\$ -	1.00	\$ 1,732.50	1.00	\$ 1,732.50	100%
20.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2.00	EA	\$ 3,097.50	\$ 6,195.00		\$ -	0.00	\$ -	0.00	\$ -	0%
21.	Type "H-2" inlets including both first and second stage construction, Complete in Place.	22.00	EA	\$ 2,362.50	\$ 51,975.00	6.00	\$ 14,175.00	16.00	\$ 37,800.00	22.00	\$ 51,975.00	100%
22.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	14.00	EA	\$ 1,995.00	\$ 27,930.00		\$ -	14.00	\$ 27,930.00	14.00	\$ 27,930.00	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
23.	Type "C" Cast in Place Manhole for 18-42 inch pipe, including tie in to existing 5'x5' RCB as shown in plans, Complete in Place.	2.00	EA	\$ 1,627.50	\$ 3,255.00		\$ -	2.00	\$ 3,255.00	2.00	\$ 3,255.00	100%
24.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	1.00	EA	\$ 2,625.00	\$ 2,625.00		\$ -	1.00	\$ 2,625.00	1.00	\$ 2,625.00	100%
25.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1.00	LS	\$ 3,675.00	\$ 3,675.00		\$ -	0.00	\$ -	0.00	\$ -	0%
26.	Construct Articulated Concrete Block extreme event swale including establishing vegetation, excavation, grading, and compaction as shown in plans, Complete in Place.	310.00	SY	\$ 63.00	\$ 19,530.00		\$ -	0.00	\$ -	0.00	\$ -	0%
<b>PAVING ITEMS</b>								0.00	\$ -			
27.	Roadway excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.	4,600.00	CY	\$ 4.73	\$ 21,758.00		\$ -	4,600.00	\$ 21,758.00	4,600.00	\$ 21,758.00	100%
28.	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.	12,405.00	SY	\$ 3.73	\$ 46,270.65		\$ -	12,405.00	\$ 46,270.65	12,405.00	\$ 46,270.65	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
29 .	Lime for subgrade (9 % application by dry weight), Complete in Place.	461.00	TON	\$ 189.00	\$ 87,129.00		\$ -	461.00	\$ 87,129.00	461.00	\$ 87,129.00	100%
30 .	7 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	11,730.00	SY	\$ 43.58	\$ 511,193.40		\$ -	11,175.00	\$ 487,006.50	11,175.00	\$ 487,006.50	95%
31 .	6 - inch concrete curb, Complete in Place.	5,065.00	LF	\$ 3.41	\$ 17,271.65	4,945.00	\$ 16,862.45	0.00	\$ -	4,945.00	\$ 16,862.45	98%
32 .	Tie-in to existing pavement, Complete in Place.	1.00	EA	\$ 1,260.00	\$ 1,260.00		\$ -	1.00	\$ 1,260.00	1.00	\$ 1,260.00	100%
33 .	3.5 - inch hot mix asphalt Type D per TxDOT Specification Item 340, Complete in Place.	650.00	SY	\$ 39.90	\$ 25,935.00		\$ -	0.00	\$ -	0.00	\$ -	0%
34 .	10 - inch crushed limestone base per TxDOT Specification Item 247, Complete in Place	650.00	SY	\$ 23.63	\$ 15,359.50		\$ -	0.00	\$ -	0.00	\$ -	0%
35 .	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	1.00	LS	\$ 13,125.00	\$ 13,125.00		\$ -	0.00	\$ -	0.00	\$ -	0%
36 .	Traffic signs, as shown in plans, Complete in Place.	8.00	EA	\$ 430.50	\$ 3,444.00		\$ -	0.00	\$ -	0.00	\$ -	0%
37 .	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1.00	LS	\$ 5,775.00	\$ 5,775.00	0.50	\$ 2,887.50	0.00	\$ -	0.50	\$ 2,887.50	50%
38 .	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	9.00	EA	\$ 1,312.50	\$ 11,812.50	7.00	\$ 9,187.50	0.00	\$ -	7.00	\$ 9,187.50	78%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
39 .	Traffic control plan, including the installation, maintenance, and removal of all traffic control items as shown in plans, Complete in Place.	1.00	LS	\$ 2,625.00	\$ 2,625.00		\$ -	0.00	\$ -	0.00	\$ -	0%
40 .	PVC irrigation sleeves, as shown in plans, Complete in Place.	112.00	LF	\$ 17.33	\$ 1,940.96		\$ -	112.00	\$ 1,940.96	112.00	\$ 1,940.96	100%
	<b>ADDITIONAL ITEMS</b>							0.00	\$ -			
41 .	Trench safety system, all depths, Complete in Place	7,045.00	LF	\$ 0.11	\$ 774.95		\$ -	7,045.00	\$ 774.95	7,045.00	\$ 774.95	100%
42 .	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	540.00	LF	\$ 30.00	\$ 16,200.00		\$ -	540.00	\$ 16,200.00	540.00	\$ 16,200.00	100%
43 .	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	540.00	LF	\$ 20.00	\$ 10,800.00		\$ -	540.00	\$ 10,800.00	540.00	\$ 10,800.00	100%
44 .	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	4.00	EA	\$ 1,050.00	\$ 4,200.00		\$ -	1.00	\$ 1,050.00	1.00	\$ 1,050.00	25%
45 .	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	7,494.00	CY	\$ 3.15	\$ 23,606.10		\$ -	7,494.00	\$ 23,606.10	7,494.00	\$ 23,606.10	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
46.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,575.00	\$ 1,575.00		\$ -	1.00	\$ 1,575.00	1.00	\$ 1,575.00	100%
47.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	28.00	EA	\$ 52.50	\$ 1,470.00		\$ -	22.00	\$ 1,155.00	22.00	\$ 1,155.00	79%
48.	Hydromulch areas within ROW and medians.	2.00	AC	\$ 1,422.75	\$ 2,845.50		\$ -	0.00	\$ -	0.00	\$ -	0%
49.	Reinforced Filter Barrier	7,465.00	LF	\$ 1.31	\$ 9,779.15	5,200.00	\$ 6,812.00	0.00	\$ -	5,200.00	\$ 6,812.00	70%
50.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	LS	\$ 840.00	\$ 840.00	0.50	\$ 420.00	0.50	\$ 420.00	1.00	\$ 840.00	100%
51.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1.00	LS	\$ 15,750.00	\$ 15,750.00		\$ -	0.00	\$ -	0.00	\$ -	0%
52.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1.00	LS	\$ 12,810.00	\$ 12,810.00		\$ -	1.00	\$ 12,810.00	1.00	\$ 12,810.00	100%
53.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1.00	LS	\$ 4,725.00	\$ 4,725.00		\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
54.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1.00	LS	\$ 79,619.09	\$ 79,619.09		\$ -	1.00	\$ 79,619.09	1.00	\$ 79,619.09	100%
	<b>TOTAL - BASE BID</b>				<b>\$ 1,630,400.00</b>		<b>\$ 52,706.95</b>	<b>\$ 1,323,871.60</b>		<b>\$ 1,376,578.55</b>		
	<b>CHANGE ORDER NO. 1</b>											
CO1.1	Safety End Treatment for 24" RCP Culvert.	2.00	EA	\$ 1,500.00	\$ 3,000.00		\$ -	2.00	\$ 3,000.00	2.00	\$ 3,000.00	100%
CO1.2	External 12" sanitary drop assembly for sanitary manhole T-2	1.00	EA	\$ 1,550.00	\$ 1,550.00		\$ -	1.00	\$ 1,550.00	1.00	\$ 1,550.00	100%
	<b>TOTALS</b>					<b>\$</b>	<b>52,706.95</b>	<b>\$ 1,328,421.60</b>		<b>\$ 1,381,128.55</b>		

Copy



### CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Crystal View Dr. PH III WSD&P

Job No. 610.020009.00

On receipt by the signer of this document of a check from Land Tejas Sierra Vista West LLC (maker of check) in the sum of \$ 116,492.68 payable to Rodriguez Construction Group LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Land Tejas Sierra Vista West LLC (owner) located at Rosharon, Texas (location) to the following extent: Crystal View Dr. PH III WSD&P (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Rodriguez Construction Group LLC

Date 1/22/2021

By: Roy Rodriguez

Title: President

Signature: [Signature]

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 22nd day of Jan, 2021, by Roy Rodriguez,

President of Rodriguez Construction Group LLC, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS



**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project Crystal View Dr. PH III WSD&P

Job No. 610.020009.00

The signer of this document has been paid and has received a progress payment in the sum of \$ 398,126.51 for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) on the property of Land Tejas Sierra Vista West LLC (owner) located at Rosharon, Texas (location) to the following extent: Crystal View Dr. PH III WSD&P (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Rodriguez Construction Grop LLC  
By: Roy Rodriguez  
Title: President  
Signature: [Signature]

Date 1/22/2021

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 22nd day of Jan, 20 21, by Roy Rodriguez.

President of Rodriguez Construction Grop LLC, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS





AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF Brazoria

§  
§  
§

Roy Rodriguez being first duly sworn, state that he is President  
of Rodriguez Construction Group LLC, Fort Bend County of Texas, hereinafter call  
"Contractor" and the said Contractor has performed work and/or furnished  
for Land Tejas Sierra Vista West LLC

hereinafter called "Owner" pursuant to a contract dated  
with the Owner (hereinafter called "Contract") for the construction of:

Project: Crystal View Drive Phase III, WSD&P

That all just and lawful invoices against the Contractor for Labor, Materials and expendable equipment  
employed in the performance of the Contract and have been paid in full prior to acceptance of payment  
from the Owner, and

That the Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising  
from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Contractor has not received any claims or notice of claims from the subcontractor, materialmen  
and suppliers.

STATE OF TEXAS

COUNTY OF Fort Bend

BEFORE ME, the undersigned authority on this day personally appeared Roy Rodriguez  
of Rodriguez Construction Group LLC, a Texas corporation known to me to be the person and officer  
whose name is subscribed to the foregoing instrument and acknowledged to me the executed the same as  
the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity  
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 22nd day of January, 2021

My Commission Expires:

03/08/2024



Dawn Rodriguez  
Notary Public for the State of Texas

**CONSENT OF SURETY TO REDUCTION IN  
OR PARTIAL RELEASE OF RETAINAGE**  
AIA Document G707A

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER ☐

Electronic Format

Bond No. 70188817

TO OWNER:

ARCHITECT'S PROJECT NO.:

Brazoria County Municipal Utility District No. 53  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

CONTRACT FOR: General Construction

PROJECT:

CONTRACT DATED:

Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III for Brazoria County Municipal Utility District No. 53, Brazoria County, Texas

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, MI 48076

on bond of

Rodriguez Construction Group, LLC

2647 Jo Ann Street

Stafford, TX 77477

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

10% to 5%

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

Brazoria County Municipal Utility District No. 53

3200 Southwest Freeway, Suite 2600

Houston, TX 77027

as set forth in said Surety's bond.

, SURETY,

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 22, 2021  
(Insert in writing the month followed by the numeric date and year.)

The Guarantee Company of North America USA  
(Surety)

By:   
(Signature of authorized representative)



Attest:  
(Seal):



Jillian O'Neal, Attorney-in-Fact  
(Printed name and title)





**The Guarantee Company of North America USA**  
**Southfield, Michigan**

Bond No. 70188817

Principal: Rodriguez Construction Group, LLC

Obligee: Brazoria County Municipal Utility District No. 53

**POWER OF ATTORNEY**

**NOW ALL BY THESE PRESENTS:** That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

**Jillian O'Neal**  
**Technical Assurance, L.L.C.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**STATE OF MICHIGAN**  
**County of Oakland**

**Stephen C. Ruschak, President & Chief Operating Officer**

**Randall Musselman, Secretary**

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



**Cynthia A. Takai**  
**Notary Public, State of Michigan**  
**County of Oakland**  
**My Commission Expires February 27, 2024**  
**Acting in Oakland County**

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 22nd day of January, 2021.

**Randall Musselman, Secretary**

May 17, 2021

Rodriguez Construction Group, LLC

2647 Joann Street

Stafford, TX 77477

Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III

Acknowledgement of payment:

I, Roy Rodriguez, of Rodriguez Construction Group, LLC confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 407,138.22
Pay Estimate #2	\$ 390,314.71
Pay Estimate #3	\$ 398,126.51
Pay Estimate #4	<u>\$ 116,492.68</u>
Total Received	\$1,312,072.12

Signed:

Rodriguez Construction Group, LLC



By: Roy Rodriguez, President

Date: 05/18/2021



May 28, 2021

Dinh V. Ho, PE  
Adico Consulting Engineers  
On behalf of City of Iowa Colony  
2114 El Dorado Blvd., Suite 400  
Friendswood, Texas 77546

Re: Early Plat Release Application Request  
Crystal View Phase III

Mr. Ho:

On behalf of Land Tejas, this letter is to formally request the City of Iowa Colony process an application for an early plat escrow in connection with Crystal View Phase III. Our intention is to obtain a recorded plat by the end of June subject to City Council approval and deposit of escrowed funds per the agreement.

This escrow is proposed to include funds to complete the construction of water, sanitary, drainage and paving for the above referenced project. Construction of the project is currently in progress and we anticipate will be complete in June.

Exhibit A (attached) is a summary of the contract amounts and estimates for this project which is the basis for calculating the 2% administrative fee per the City's policy. The calculated fee is reduced by 50% based on the Letter of Understanding dated December 21, 2020 regarding the illuminated street sign credit. Land Tejas intends to submit this fee to City Hall on June 1, 2021.

If you have any questions, please call us.

Best Regards,

A handwritten signature in blue ink, appearing to read "Mike W. Christopher", is written over the typed name.

Mike W. Christopher, PE  
Senior Project Manager

Cc: Josh Wadley – Land Tejas  
Ron Cox – Ron Cox Consulting



**EXHIBIT A**

**CITY OF IOWA COLONY - CONSTRUCTION ESCROW SUMMARY  
CRYSTAL VIEW PHASE 3**

**May 28, 2021**

<u>Project</u>	<u>Contractor</u>	<u>Original Contract</u>		<u>Current Contract</u>		<u>Remaining Contract</u>	
		<u>Amount</u>	<u>Change Orders</u>	<u>Amount</u>	<u>Payments to Date</u>	<u>Amount</u>	
1. CV Phase 3	Rodriguez Construction	1,630,400.00	(74,245.35)	\$ 1,556,154.65	\$ 1,312,072.12	\$ 244,082.53	
						Total Construction Contract Remaining	\$ 244,082.53
						Contingency (10%)	24,408.25
						Total Escrow	\$ 268,490.78
						City of Iowa Colony Administrative Fee (2%)	\$ 5,369.82
						Applied Credit for Illuminated Street Name Signs Agreement (50% of Fee)	(2,684.91)
						Administrative Fee Due at Time of Application	\$ 2,684.91
						Total Credit for Illuminated Street Name Signs Agreement dated 12/21/20	\$ 75,417.46
						Applied Credit to Section 6 Application (Submitted April 30, 2021)	(11,217.81)
						Applied Credit to Section 4 Application (Submitted May 28, 2021)	(36,495.08)
						Applied Credit to CV3 Application (this application)	(2,684.91)
						Remaining Credit for future applications	\$ 25,019.66



Thursday, June 3, 2021

Mayor Michael Byrum-Bratsen  
c/o City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

**Re: Crystal View Drive Phase 3  
Brazoria County Municipal Utility District No. 53  
Early Plat Application Request  
Letter of Recommendation to Approve  
Adico Project No. 21001-04**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about June 1, 2021 from Elevation Land Solutions, on behalf of Land Tejas Companies for Crystal View Drive Phase 3. Land Tejas is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. Crystal View Drive Phase 3 Final Plat was approved by Planning Commission on March 2, 2021 and by City Council on March 15, 2021.

CRYSTAL VIEW DRIVE PHASE 3 EARLY PLAT ESCROW					
Contract	Contractor	Original Contract	Change Orders	Confirmed Payments	Applicable Early Plat Portion
Water, Sanitary and Drainage & Paving	Rodriguez Construction Group, LLC	\$ 1,330,400.00	\$ (74,245.35)	\$ 1,312,072.12	\$ 244,082.53
Total Remaining Contract Amount					\$ 244,082.53
Contingency @ 10%					\$ 24,408.25
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					\$ 268,490.78
Administrative Fee @ 2% of \$268,490.78 Due at time of application					\$ 5,369.82
Admin Fee @ 50% per agreement re Street Lights					\$ 2,684.91

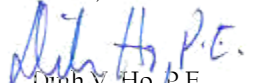
Elevation Land Solutions has provided copies of bid documents, pay estimates, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements for this project. Based on our review of the documentation provided, the amount remaining on the current contracts is \$244,082.53. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City. The total cash deposit shall be \$268,490.78. The City received the administrative fee of \$2,684.91 at the time of the application request.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Crystal View Drive Phase 3.

The Developer shall provide the cash deposit to the City within 10 working days from the date of the agreement as approved by City Council.

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

cc: Kayleen Rosser, City Secretary ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
Larry Boyd, City Attorney ([larryboyd@swbell.net](mailto:larryboyd@swbell.net))  
Mike Christopher, Land Elevation Solutions, ([mchristopher@elevationlandsolutions.com](mailto:mchristopher@elevationlandsolutions.com))

Copy



May 28, 2021

Dinh V. Ho, PE  
Adico Consulting Engineers  
On behalf of City of Iowa Colony  
2114 El Dorado Blvd., Suite 400  
Friendswood, Texas 77546

Re: Early Plat Release Application Request  
Crystal View Phase III

Mr. Ho:

On behalf of Land Tejas, this letter is to formally request the City of Iowa Colony process an application for an early plat escrow in connection with Crystal View Phase III. Our intention is to obtain a recorded plat by the end of June subject to City Council approval and deposit of escrowed funds per the agreement.

This escrow is proposed to include funds to complete the construction of water, sanitary, drainage and paving for the above referenced project. Construction of the project is currently in progress and we anticipate will be complete in June.

Exhibit A (attached) is a summary of the contract amounts and estimates for this project which is the basis for calculating the 2% administrative fee per the City's policy. The calculated fee is reduced by 50% based on the Letter of Understanding dated December 21, 2020 regarding the illuminated street sign credit. Land Tejas intends to submit this fee to City Hall on June 1, 2021.

If you have any questions, please call us.

Best Regards,

A handwritten signature in blue ink, appearing to read "Mike W. Christopher", is written over the typed name.

Mike W. Christopher, PE  
Senior Project Manager

Cc: Josh Wadley – Land Tejas  
Ron Cox – Ron Cox Consulting



EXHIBIT A

**CITY OF IOWA COLONY - CONSTRUCTION ESCROW SUMMARY  
CRYSTAL VIEW PHASE 3**

**May 28, 2021**

<u>Project</u>	<u>Contractor</u>	<u>Original Contract</u>		<u>Current Contract</u>		<u>Remaining Contract</u>	
		<u>Amount</u>	<u>Change Orders</u>	<u>Amount</u>	<u>Payments to Date</u>	<u>Amount</u>	
1. CV Phase 3	Rodriguez Construction	1,630,400.00	(74,245.35)	\$ 1,556,154.65	\$ 1,312,072.12	\$ 244,082.53	
						Total Construction Contract Remaining	\$ 244,082.53
						Contingency (10%)	24,408.25
						Total Escrow	\$ 268,490.78
						City of Iowa Colony Administrative Fee (2%)	\$ 5,369.82
						Applied Credit for Illuminated Street Name Signs Agreement (50% of Fee)	(2,684.91)
						Administrative Fee Due at Time of Application	\$ 2,684.91
						Total Credit for Illuminated Street Name Signs Agreement dated 12/21/20	\$ 75,417.46
						Applied Credit to Section 6 Application (Submitted April 30, 2021)	(11,217.81)
						Applied Credit to Section 4 Application (Submitted May 28, 2021)	(36,495.08)
						Applied Credit to CV3 Application (this application)	(2,684.91)
						Remaining Credit for future applications	\$ 25,019.66







May 28, 2021

Dinh V. Ho, PE  
Adico Consulting Engineers  
On behalf of City of Iowa Colony  
2114 El Dorado Blvd., Suite 400  
Friendswood, Texas 77546

Re: Early Plat Release Application Request  
Sierra Vista West Section 4

Mr. Ho:

On behalf of Land Tejas, this letter is to formally request the City of Iowa Colony process an application for an early plat escrow in connection with Sierra Vista West Section 4. Our intention is to obtain a recorded plat by the end of May subject to City Council approval and deposit of escrowed funds per the agreement.

This escrow is proposed to include funds to complete the construction of water, sanitary, drainage and paving for the above referenced project. Construction of the project is currently in progress and we anticipate will be complete in July.

Exhibit A (attached) is a summary of the contract amounts and estimates for this project which is the basis for calculating the 2% administrative fee per the City's policy. The calculated fee is reduced by 50% based on the Letter of Understanding dated December 21, 2020 regarding the illuminated street sign credit. Land Tejas intends to submit this fee to City Hall on June 1, 2021.

If you have any questions, please call us.

Best Regards,

A handwritten signature in blue ink, appearing to read "Mike W. Christopher", is written over the typed name.

Mike W. Christopher, PE  
Senior Project Manager

Cc: Josh Wadley – Land Tejas  
Ron Cox – Ron Cox Consulting





# CITY OF IOWA COLONY

12003 Iowa Colony Blvd.  
Iowa Colony, Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005  
[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

December 21, 2020

Land Tejas Sterling Lakes South, LLC  
2450 Fondren Road, Suite 210  
Houston, TX 77063

Attention: Mr. Al P. Brende, President

RE: Land Tejas Sterling Lakes South, LLC  
Letter of Understanding  
Illuminated Street Name Signs  
Meridiana Parkway Traffic Signals

Dear Mr. Brende:

The City of Iowa Colony has asked Land Tejas Sterling Lakes South, LLC to upgrade the street name signs for the three (3) Meridiana Parkway Traffic Signals from standard aluminized blade signs to the illuminated (back-lit) street name signs. In consideration of this change by the City in the design criteria after the plans were submitted and construction bids received, Land Tejas Sterling Lakes South, LLC has requested that the City provide financial assistance for the increased cost. You stated that your requested pricing from your signal contractor for this upgrade, and the contractor submitted a change order request in the amount of \$70,417.46 for this upgrade. You also estimated an additional cost of engineering in the amount of \$5,000.

This letter states our agreement concerning this increased cost. Land Tejas Sterling Lakes South, LLC agrees to pay for this increased cost, and the City agrees to reimburse Land Tejas Sterling Lakes South, LLC for this increased cost, but only out of the following source of funds: half of the City's two percent administrative fee for early plat approval applications paid by Land Tejas Sterling Lakes South, LLC or any affiliate after the date of this letter agreement. In other words, the City's administrative fee for applications for early plat approval is two percent, and one percent will be applied toward this reimbursement. If the full reimbursement amount of \$75,417.46 is not issued within five years from the date of this letter, then the City agrees to reimburse the remaining reimbursement amount by December 21, 2025.



If this letter correctly and completely states our agreement concerning this increased cost, then please execute and return this letter.

Sincerely,



Michael Byrum-Bratsen  
Mayor

AGREED AND ACCEPTED by Land Tejas Sterling Lakes South, LLC on this 28<sup>th</sup> day of December, 2020.

LAND TEJAS STERLING LAKES SOUTH, LLC

By: \_\_\_\_\_

  
Al P. Brende, President

Copy



**CITY OF IOWA COLONY - CONSTRUCTION ESCROW SUMMARY**  
**SIERRA VISTA WEST SECTION 4**

**June 15, 2021**

<u>Project</u>	<u>Contractor</u>	<u>Original Contract</u>			<u>Current Contract</u>		<u>Payments to Date</u>	<u>Remaining Contract</u>	
		<u>Amount</u>	<u>Change Orders</u>		<u>Amount</u>			<u>Amount</u>	
1. Section 4 WS&D	Clearwater Utilities	2,527,119.30	58,600.00	\$	2,585,719.30	\$	2,234,405.98	\$	351,313.32
2. Section 4 Paving	ClearPave	2,333,046.00	98,969.49	\$	2,432,015.49	\$	520,248.60	\$	1,911,766.89
								Total Construction Contract Remaining	\$ 2,263,080.21
								Contingency (10%)	226,308.02
								Total Escrow	\$ 2,489,388.23

Copy



June 15, 2021

Clearwater Utilities, Inc.

22803 Schiel Road

Cypress, TX 77433

Project: Construction of WSD Sierra Vista West Section 4

Acknowledgement of payment:

I, Dustin Berry, of Clearwater Utilities, Inc. confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 213,983.10
Pay Estimate #2	\$ 313,336.98
Pay Estimate #3	\$ 879,923.47
Pay Estimate #4	\$ 821,658.51
Pay Estimate #5	\$ <u>5,503.92</u>
Total Received	\$2,234,405.98

Signed:

Clearwater Utilities, Inc.

A handwritten signature in blue ink, appearing to read 'Dustin Berry', written over a horizontal line.

By: Dustin Berry, President

Date: 6/15/21



June 15, 2021

ClearPave, LLC  
22803 Schiel Road  
Cypress, TX 77433

Project: Construction of Paving Sierra Vista West Section 4

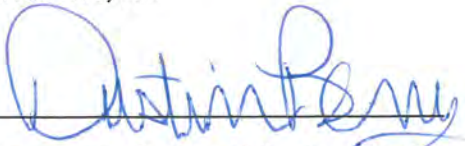
Acknowledgement of payment:

I, Dustin Berry, of ClearPave, LLC confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 154,362.15
Pay Estimate #2	\$ 35,112.15
Pay Estimate #3	<u>\$ 330,774.30</u>
Total Paid to date	\$ 520,248.60

Signed:

ClearPave, LLC

  
By: Dustin Berry, Vice President  
Date: 6/15/21



May 17, 2021

Clearwater Utilities, Inc.

22803 Schiel Road

Cypress, TX 77433

Project: Construction of WSD Sierra Vista West Section 4

Acknowledgement of payment:

I, Cale Kobza, of Clearwater Utilities, Inc. confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 213,983.10
Pay Estimate #2	\$ 313,336.98
Pay Estimate #3	\$ 879,923.47
Pay Estimate #4 Partial	<u>\$ 292,756.45</u>
Total Received	\$1,700,000.00

Signed:

Clearwater Utilities, Inc.



By: Cale Kobza, CFO

Date: 5/17/21



## LETTER OF TRANSMITTAL

Date: \_\_\_\_\_

By: \_\_\_\_\_

Re: \_\_\_\_\_

Project Number: \_\_\_\_\_

To	Company	Address
----	---------	---------

CC:

The following is transmitted via:

_____ Mail	_____ Messenger	_____ FedEx (AM)	_____ FedEx (PM)
_____ Fax	_____ Pages	_____ E-Mail	_____ Pick-Up
			_____ FedEx (2-Day)

<u>Copies</u>	<u>Description</u>

Purpose:	_____ As Requested	_____ Your Information	_____ Your Files
	_____ Approval	_____ Distribution	_____ Correction

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



December 7, 2020

Mr. Dustin Berry  
Clearwater Utilities, Inc.  
22803 Schiel Road  
Cypress, TX 77433

Re: Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Mr. Berry:

In accordance with the provisions of the Contract General Terms and Conditions, you are hereby notified to commence work on the subject contract within 10 days from December 7, 2020 and are to fully complete within 115 consecutive calendar days in accordance with your contract with a completion date of April 1, 2021.

The contract provides for the assessment of economic disincentives of \$500 for each consecutive calendar day that is required to finish the work after the contract completion date.

Enclosed is your copy of the Contract, Bid Form, Performance, Payment, and Maintenance Bonds, and Certificate of Insurance for your records. We are looking forward to working with you on this project. If you have any questions or concerns, please call.

Sincerely,

David L. Doran P.E., CCM  
Director of Construction Management

DLD/amk  
P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Sierra Vista West Section 4  
WS&D\Contract Documents\Sierra Vista West Sec 4 WS&D - Notice to Proceed.docx  
Enclosure/Attachment

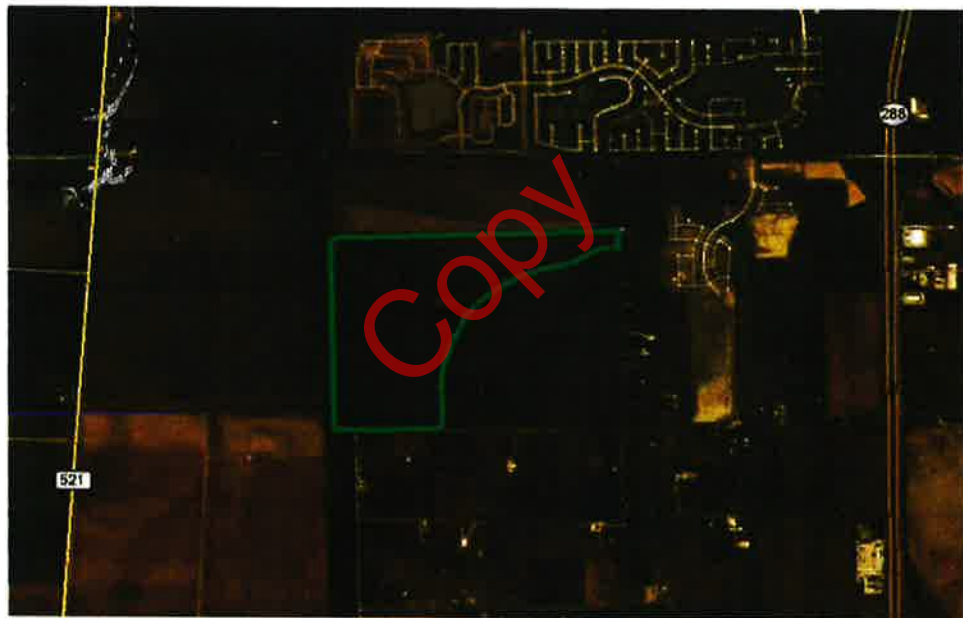
Cc: Brazoria County Municipal Utility District No. 53  
TCEQ Houston/Austin

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
CONSTRUCTION OF WATER, SANITARY, AND DRAINAGE  
FACILITIES

FOR  
**SIERRA VISTA WEST SEC. 4**

FOR  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53  
BRAZORIA COUNTY, TX

FEBRUARY 2020



Brazoria County Key Map: 691 M & R, 692 J & N

Zip Code: 77422

*[Signature]*  
02/06/2020



Texas Board of Professional Engineers Registration No. F-18141

Texas Board of Professional Surveyors Registration No. 10194379

Manhard Consulting • 2445 Technology Forest Blvd, Ste 200, The Woodlands, Texas 77381 • 832.823.2200 • [manhard.com](http://manhard.com)

COLORADO | ILLINOIS | NEVADA | TEXAS | WISCONSIN



**ADDENDUM NO. ONE (1)**  
to the  
**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**  
for  
**CONSTRUCTION OF**  
**WATER, SANITARY, AND DRAINAGE**  
for  
**SIERRA VISTA WEST SEC. 4**  
for  
**BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53**  
in  
**BRAZORIA COUNTY, TEXAS**  
**Project No. 610.020011.00**

**February 13, 2020**


Addendum No. One (1) includes the following revisions made to the contract documents, specifications, and construction plans:

- 1) The bid date has been moved to March 11, 2020 at 2:00 PM.**

Copy

02/13/2020



  
Aubrey M. Brockman, P.E.  
Manhard Consulting  
TBPE Registration No. F-18141

**END OF ADDENDUM NO. 1**

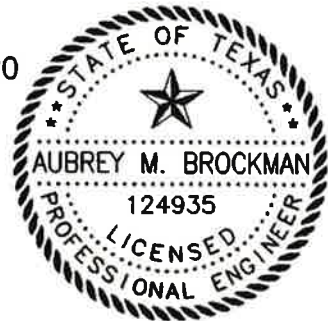
**ADDENDUM NO. TWO (2)**  
to the  
**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**  
for  
**CONSTRUCTION OF**  
**WATER, SANITARY, AND DRAINAGE FACILITIES**  
for  
**SIERRA VISTA WEST SEC. 4**  
for  
**BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53**  
in  
**BRAZORIA COUNTY, TEXAS**  
**Project No. 610.020011.00**

**March 10, 2020**

Addendum No. Two (2) includes the following revisions made to the contract documents, specifications, and construction plans:

- 1) Item 33 in the bid form has now been revised to call out Type "C" inlets. The quantity did not change.
- 2) The quantity of 8" D-3034 sanitary pipe (Item 1) has been revised.
- 3) NOTE: Stainless steel inflow protectors are not required for storm manholes. Details will be corrected in the "For Construction" plan set.
- 4) NOTE: Bid date will not change.

03/10/2020



  
Aubrey M. Brockman, P.E.  
Manhard Consulting  
TBPE Registration No. F-18141

**END OF ADDENDUM NO. 2**

# **CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**

## **FOR**

Construction of Water, Sanitary, And Drainage Facilities

## **TO SERVE**

Sierra Vista West Sec. 4

**Job No.** 610.020011.00

Brazoria County, Texas

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### **GEOTECHNICAL REPORT**

### **SPECIFICATIONS**

REFER TO THE LATEST EDITION OF CITY OF HOUSTON STANDARD SPECIFICATIONS  
FOR ITEMS NOT INCLUDED HEREIN.

### INVITATION TO BIDDERS

Sealed Bids, in duplicate, addressed to Brazoria County Municipal Utility District No. 53, Attention Robert Serrett, President, Board of Directors, will be received at the office of Manhard Consulting, 2445 Technology Forest Blvd. Suite 200, The Woodlands, Texas, 77381, until 2:00 p.m. Local Time, Wednesday, February 19, 2020, and then publicly opened and read for "Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 4 for Brazoria County Municipal Utility District No. 53, Brazoria County, Texas"

Scope of Work of the Contract includes the following: construction of approximately 9,900 LF of sanitary sewer, approximately 10,200 LF of water line, and approximately 10,300 LF of storm sewer.

Bids received after the closing time will be returned unopened. A non mandatory pre-bid conference will be held on Wednesday, February 12, 2020, at 2:00 p.m Local Time, at the office Manhard Consulting, 2445 Technology Forest Blvd. Suite 200, The Woodlands, Texas, 77381. Attendance by each prospective bidder or its representative at the pre-bid conference is not mandatory.

Each Bid must be accompanied by a Bid Bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than five percent (5%) of the total amount Bid, as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided, and provide the required insurance certificates within seven (7) days after the date Contract Documents are received by the Contractor.

Copies of the bidding documents may be obtained from [www.CivcastUSA.com](http://www.CivcastUSA.com). Bidders must register on this website in order to view and/or download specifications, plans, soils report, and environmental reports for this Project. There is NO charge to view or download documents.

Reproduction charges will apply according to CivCastUSA rates.

The Owner reserves the right to reject any or all Bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The Successful Bidder, if any, will be the responsible Bidder which in the Board's judgment will be most advantageous to the District and result in the best and most economical completion of the Project.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and/or Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.



## INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BIDS.** Unless otherwise directed in the Invitation to Bidders, each Bid shall be submitted, in duplicate, on the bid forms provided or on photocopies of the forms, in conformity with the requirements of the Invitation to Bidders, these instructions, and the instructions printed on the bid form.

All blanks on the bid form shall be completed, typed, or written in ink, and no change shall be made on the bid form or any other of the Contract Documents. All amounts shall be written in figures, with amounts extended and totaled. Minimum unit prices have been established for certain items shown on the bid. See Paragraph 7 of these instructions. If the bidder chooses not to bid on optional items (if any), "No Bid" shall be entered in the bid space. Any Bid may be rejected if it contains any omission, erasure, alteration, addition, irregularity of any kind, or items not called for; if it does not submit prices for each of the items in the bid form; if any of the prices are obviously unbalanced; or if it shall, in any manner, fail to conform to the conditions of the Invitation to Bidders and these Instructions.

The bidder shall sign its Bid in the signature space. If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the Bid is made by an individual, it must be executed by that person; if made by a partnership, it must be executed by one of the partners (and if by a limited partnership, then executed by the general partner); or if made by a corporation, it must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

When applicable, evidence of authority to conduct business as an out-of-state corporation in the State of Texas shall be provided in accordance with the paragraph entitled **QUALIFICATION OF BIDDERS**. State Contractor license number, if any, must also be shown.

The Bid and the Bid Security must be enclosed in a sealed envelope, plainly identified on the outside with the contents (i.e. Bid or Bid Security), the bidder's name, and the job name and number, and addressed to the Owner as prescribed in the Invitation to Bidders.

2. **CONTRACT DOCUMENTS.** The Contract Documents are complementary and must be read together as a whole; what is called for by one is as binding as if called for by all.

Bidders desiring further information or further interpretation of any part of the Contract Documents are hereby obligated to submit a written request online to the [www.CivcastUSA.com](http://www.CivcastUSA.com) system for such information to Engineer not less than **7 calendar days** before the Bid opening. Answers to these requests will be given, in writing, to all bidders as addenda to the Contract, and each addendum will be made a part of the Contract. No explanation or interpretation of the Contract, other than written addenda, shall be binding.

Should a bidder find discrepancies in or omissions from the Contract Documents or should the bidder be in doubt as to any meaning, the bidder is hereby obligated to notify Engineer, so a written

addendum may be sent to all bidders. It is the responsibility of each bidder to determine if it has received all addenda, complete files of which will be maintained at the Engineer's office and the office designated to receive the Bids.

Each bidder shall inform itself fully of the construction and labor conditions under which the Work will be performed and shall be presumed to have inspected the Site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of its obligation to furnish all materials and labor necessary to carry out the provision of the Contract and to complete the Work for the consideration of its Bid.

3. **PRE-BID CONFERENCE.** A Non Mandatory pre-bid conference among Owner, Engineer, prospective bidders, and others will be held to discuss the scope of the Work and to answer questions concerning the Work. No addendum will be issued at this conference, but an addendum will be issued afterwards, if necessary, to answer questions. The Non Mandatory pre-bid conference will be held at the time and place shown in the Invitation to bidders. **Attendance at the pre-bid is not mandatory.**

4. **BID SECURITY.** Each Bid shall be accompanied by a bid bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than 5 percent of the total amount bid (the "Bid Security"), as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided and provide the required insurance certificates within seven(7) days after the date Contract Documents are received by the Contractor. Bid Securities will be returned to all but the three most qualified, responsible bidders within three (3) days after opening of Bids, and the latter's Bid Securities will be returned after complete execution of the Contract. The surety company providing a bid bond must conform to the same requirements for surety companies providing the performance bonds, maintenance bonds and/or payment bonds described below.

5. **BONDS.** The successful bidder must furnish a Performance Bond, a Maintenance Bond and a Payment Bond, each in the sum of 100 percent of the Contract Price, from a surety company holding a permit from the State of Texas to act as surety. Unless otherwise specified, the cost of proving such Bonds shall be included in the bidders total bid amount. The surety company must have a minimum Best Key Rating of "B+" or better. The surety company, the agency and agent issuing the Bonds must be authorized to issue Bonds in Texas in an amount equal to the total Contract Price and such authorization must be recorded in the files of the Texas Department of Insurance. The Bonds must be executed by a duly appointed representative of the surety company licensed by the State of Texas as a General Lines Agent and such licensing must be recorded in the files of the Texas Department of Insurance. If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the rules and regulations of the Treasury Department with respect to performance and payment bonds for federal jobs, including specifically the rules related to underwriting limitation. For contracts over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety on obligations permitted or required under federal law, or have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. If bidder's proposed surety company, agency or agents do not meet the aforementioned requirements, then

Owner may refrain from considering the bidder for Contract award and Owner may require bidder to forfeit the Bid Security.

6. DELIVERY OF BIDS. It is each bidder's responsibility to deliver its Bid and Bid Security to the location named in the Invitation to Bidders before the closing time. The fact that a Bid and Bid Security were dispatched will not be considered. The Bid and Bid Security must actually be delivered to be considered.

7. "OR EQUAL" SUBMISSIONS. Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance. In preparing his/her proposal, each bidder is expected to include in his/her base Bid the cost of the item so specified. However, in certain Technical Specification sections, manufacturers are listed followed by "or equal." In certain other Technical Specification sections, manufacturers are listed with "or equal" not included. In those items where "or equal" is not included, it is hereby added and understood to be included, even though not specifically stated in each and every Technical Specification. If a Contractor chooses to submit a suggested "or equal" product in lieu of a product by one of the named manufacturers, Owner will evaluate the item to determine if it is an equal. The Contractor is responsible for providing all data required to evaluate an item submitted as a suggested "or equal." Owner's decision on whether an unnamed manufacturer is an "equal" is to be final. No claims for additional cost, time delay, etc. will be accepted if an unnamed manufacturer is submitted by Contractor as a suggested "equal" and Owner decides the item is not "equal."

Contractor must submit list of items to be submitted as a suggested "or equal" at time of bid submission. No additional suggested "or equal" items will be considered after bid opening.

8. MINIMUM AND EXTRA UNIT PRICE ITEMS. If the approximate quantity and a minimum unit price have been established for items as shown in the Bid, the bidder may not bid a unit price less than the minimum value; however, it may bid an amount greater than the minimum unit price. If no entry is made in the spaces provided, the minimum unit prices shown shall apply. These Extra Unit Price Items are included to facilitate payment for changes and alterations that may be required to complete the Work. The Work, as provided by the Contract Documents, is described in bid items other than Extra Unit Price Items. When additional Work covered by Extra Unit Price Items is performed, payment will be based on the quantity actually constructed and the unit prices entered in the Bid.

9. TIME FOR COMPLETION. Contractor will not be allowed time extensions that are due to (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven (7) hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.



10. **QUALIFICATION OF BIDDERS.** The apparent most qualified, responsible bidder shall submit to Owner, within **5 calendar days** of notification, either i) a fully completed Contractor's Statement of Qualification or ii) a written statement that the most recently submitted Contractor's Statement of Qualification is accurate, which statement shall be considered in the award of the Contract. Failure to accurately complete the Contractor's Statement of Qualification or to submit the Statement will, at Owner's option, disqualify the bidder from consideration in the award of the Contract. The form of the Contractor's Statement of Qualification is available from Engineer. No other form of Statement of Qualification will be acceptable. Evidence of out-of-state corporation to conduct business in the state in which the Work is to be performed, along with state contractor license number, must also be provided.

11. **MODIFICATION AND WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

12. **HOUSE BILL 1295** Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the District may not award the contract to a bidder unless the bidder has provided to the District a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the District. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the District prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is Brazoria County Municipal Utility District No. 53; the contract ID number is 610.020013.00; and the description of goods and services is Mass Grading for Phase II Detention. Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

13. **AWARD OF CONTRACT.** Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make award to that bidder, whether because the Bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities and defects in bidding, except time of submitting a Bid. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider, among other things, the qualifications of bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other



data, as may be requested in the Bid Form or prior to the Notice of Award. Alternate bid items will not be considered unless requested in the Bid Form.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for the Work. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents, to Owner's satisfaction.

BY SUBMITTING A BID, EACH BIDDER AUTHORIZES OWNER TO PERFORM ALL INVESTIGATIONS INTO THE BIDDERS BACKGROUND, CAPABILITIES, PRIOR EXPERIENCE AND OTHER FACTORS PERTAINING TO BIDDERS PERFORMANCE OF THE WORK, AS OWNER DEEMS NECESSARY IN ITS SOLE DISCRETION, AND FOR THAT PURPOSE, SUBMISSION OF A BID SHALL ACT AS BIDDERS SPECIFIC AUTHORIZATION TO PERSONS AND ENTITIES CONTACTED BY OWNER IN CONNECTION WITH SUCH INVESTIGATIONS ("EVALUATING PARTIES") TO PROVIDE OWNER WITH THE INFORMATION REQUESTED BY OWNER AND TO DISCUSS AND EXPRESS OPINIONS CONCERNING BIDDER. FURTHER, BY SUBMISSION OF A BID, BIDDER AGREES TO FULLY AND FOREVER WAIVE AND RELEASE ANY CLAIM (KNOWN OR UNKNOWN) IT HAS OR MAY HAVE AGAINST THE OWNER, ENGINEER, DEVELOPER, THE EVALUATING PARTIES AND THEIR RESPECTIVE ATTORNEYS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AND AGENTS ARISING OUT OF OR IN CONNECTION WITH THE: (I) ADMINISTRATION, EVALUATION, OR RECOMMENDATION (OR LACK THEREOF) OF ANY BID; (II) WAIVER OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; AND (III) ACCEPTANCE OR REJECTION OF ANY BIDS AND AWARD OF THE CONTRACT.

Owner reserves the right to award the Bid, at Owner's discretion, based on the amount of the Total Base Bid (without including "Extra Unit Price Items" or "alternate" bid items) or on the amount of the Total Amount Bid (including "Extra Unit Price Items" items or "alternate" bid items), or contract duration, or based on any other combination, means or method determined appropriate by Owner.

If the contract is to be awarded, it will be awarded to the responsible bidder whose evaluation by Owner indicates that the award will be most advantageous to the Owner and result in the best and most economical completion of the Work.

If the contract is to be awarded, Owner will give the successful bidder a notice of award within 90 days after the day of the Bid opening.

Within ten (10) calendar days of receipt from the Owner of the Notice of Award, the successful bidder must submit to the Engineer the original Bonds and all information or other items necessary to complete the Contract Documents, including the Schedule of Completion and Contractor's safety program. The successful bidder must return the fully executed Contract Documents to Engineer within seven (7) calendar days of receipt, or Owner may at its sole discretion disqualify the bid and accept another bid and the bidder shall, at Owner's option, forfeit its bid security.

14. TAXES, LICENSES AND FEES. Certain taxes, licenses, fees and other similar items are part of the cost of the Work and it shall be Contractor's responsibility to familiarize itself with these costs and to observe and comply with the Laws and Regulations relating to the same. The prices, sums, rates and other charges set forth in the Contractor's Bid shall cover and include all such costs. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption, as limited by applicable statute. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any Bid or the Contract Price, and (ii) shall pass on to the Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas Sales and use taxes. Contractor must pay taxes on items that are not exempt.

15. NUMBER OF SIGNED SETS OF DOCUMENTS. The Contract Documents will be prepared in at least five original sets for signature, one for delivery to the successful bidder. Owner will furnish the successful bidder six sets of Plans and Technical Specifications free of charge, and additional sets may be obtained from Engineer at Engineer's reproduction rates. The successful bidder shall provide five signed originals of each of the Bonds to be bound with the Contract Documents.

16. WORKER'S COMPENSATION INSURANCE. See section entitled "INSURANCE" in Special Conditions Part A of the Contract.

17. SOILS REPORT. If a soils investigation has been made for this project, the soils report and log of borings is available for bidder's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Bidders are expected to examine the Site and such reports and then decide for themselves the character of the materials to be encountered.

Owner and Engineer disclaim any responsibility for the accuracy, true location and extent of the surface and subsurface investigations that have been prepared by others. Owner and Engineer further disclaim responsibility for interpretation of that data by bidder, *i.e.* projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.

18. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE.

(A) General: Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for Bids and in the Contract the minimum wage rates which shall be paid for each type of worker. This statute further provides that the Contractor or subcontractors shall pay, as penalty, to Owner Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them on the construction of the Project and

to show the accrual per diem wages paid to each worker. These records are open to the inspection of Owner.

(B) The minimum wage rates that apply to this Contract are specified in the Special Conditions Part A of the Contract. Contractor and subcontractors shall review and ascertain such wage rates and pay at least such minimum rates.

Copy

**BID PROPOSAL**

for  
Construction of Water, Drainage, and Sanitary Facilities  
in  
Sierra Vista West Sec. 4  
for  
Brazoria County Municipal Utility District No. 53  
in  
Brazoria County, Texas

To: Brazoria County Municipal Utility District No. 53  
c/o Manhard Consulting  
2445 Technology Forest Boulevard, Suite 200  
The Woodlands, TX 77381  
Attention: Aubrey Brockman, P.E.

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Instructions to Bidders, the General Conditions of Agreements, the Special Conditions, the Specifications, the Plans, the site location, the site conditions, and classes of materials of the proposed work described herein; and agrees that he will provide all the necessary labor, machinery, tools, superintendence and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein, and for the prices set forth in the attached bid proposal.

In submitting this bid form the Bidder agrees, if this bid is accepted, to enter into a binding agreement with the owner, under the terms and conditions included in the contract documents. Bidder agrees to provide materials and labor to complete work in accordance with the contract documents at the prices specified in this Bid Proposal. This Bid Proposal will remain subject to acceptance for ninety (90) days after the bid opening date, and the Bidder may not withdraw bids for this period. The Bidder shall sign and deliver all Agreement documents, and Bonds specified in the Contract Documents within ten (10) calendar days of Notice of Award.

The Bidder agrees that the work will be complete in full within of the Notice to Proceed. The total contract price may increase or decrease based on work that may be added or removed during construction based on the proposed prices and actual work completed. Actual quantities shall be measured in accordance with the conditions specified in the Contract Documents. Bid prices should be written in figures and in long hand with written words; in the event of any discrepancies, bid prices in written words will maintain precedence.

The Owner reserves the right to award based on any combination of items in the Bid Proposal and or reject any and all bids  
Bidder acknowledges receipt of the following addenda:

Addendum No. 1 <u>KL</u> (Initial)	Addendum No. 2 <u>KL</u> (Initial)	Addendum No. 3 _____ (Initial)
Addendum No. 4 _____ (Initial)	Addendum No. 5 _____ (Initial)	Addendum No. 6 _____ (Initial)

List any Substitutions to items listed in the Bid Proposal in the blanks below, for Owner review and approval:

  
Bidder Initial



## SUBSTITUTIONS:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The following table describes the phases of work to be completed, construction time frames for each phase of work, and any incentives or economic disincentives that may apply. **Bidder shall specify the number of days proposed to complete each phase of work.**

Description of Work	Calendar Days to Complete	Maximum Calendar Days to Complete	Incentives	Economic Disincentives
Construction of water, sanitary, and drainage facilities.	115	120	No	Yes, \$500/ day

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

**BID PROPOSAL SUMMARY:**Total Material Cost: 1,967,119.30Total Labor Cost: 660,000.00TOTAL BASE BID: 2,527,119.30

(Equal to Base Bid from following pages)

TOTAL ALTERNATE BID 1: 2,917,443.90

(Equal to Base Bid from following pages)

Clearwater Utilities, Inc.  
 CONTRACTOR

22803 Schiel Road

Address Cypress, Texas 77433

Dustin Beiny

Signature of Bidder

Dustin Beiny, President

Printed Name of Bidder

March 11, 2020

Date

281 373 0367

Phone Number

R. Silanda

Witness

Seal (if applicable)

  
 Bidder Initial

Item	Description	Quantity	Unit	Unit Cost	Extended Total
<b>SANITARY SEWER IMPROVEMENTS</b>					
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place. @ <u>Twenty two dollars and fifty cents</u> Per Linear Foot	6,511	LF	<u>22.50</u>	<u>146,497.50</u>
2.	8 - inch AWWA C-900 Class 150 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place. @ <u>Twenty four dollars and no cents</u> Per Linear Foot	403	LF	<u>24.00</u>	<u>9,672.00</u>
3.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place. @ <u>Thirty dollars and no cents</u> Per Linear Foot	2,523	LF	<u>30.00</u>	<u>75,690.00</u>
4.	6 - inch Near Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place. @ <u>Seven hundred sixty nine dollars and no cents</u> Per Each	86	EA	<u>769.00</u>	<u>66,134.00</u>

Item	Description	Quantity	Unit	Unit Cost	Extended Total
5.	6 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place. @ <u>Two thousand seventy six dollars and no cents</u> Per Each	58	EA	<u>2,076.00</u>	<u>120,408.00</u>
6.	6 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place. @ <u>Twenty one hundred one dollars and no cents</u> Per Each	2	EA	<u>2,101.00</u>	<u>4,202.00</u>
7.	8 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place. @ <u>Thirty six hundred two dollars and no cents</u> Per Each	2	EA	<u>3,602.00</u>	<u>7,204.00</u>
8.	8 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place. @ <u>Thirty eight hundred seventy seven dollars and no cents</u> Per Each	1	EA	<u>3,877.00</u>	<u>3,877.00</u>
9.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place. @ <u>Twenty eight hundred two dollars and no cents</u> Per Each	66	EA	<u>2,802.00</u>	<u>184,932.00</u>

Item	Description	Quantity	Unit	Unit Cost	Extended Total
10.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.				
	@ <u>Twelve hundred dollars and no cents</u>	5	EA	<u>1,200.00</u>	<u>6,000.00</u>
	Per Each				
11.	External drop connection, as shown in plans, Complete in Place.				
	@ <u>four hundred thirty one dollars and no cents</u>	5	EA	<u>431.00</u>	<u>2,155.00</u>
	Per Each				
12.	Remove and dispose of existing xx - inch sanitary sewer pipe.				
	@ <u>Seventeen dollars and no cents</u>	227	LF	<u>17.00</u>	<u>3,859.00</u>
	Per Linear Foot				
<b><u>WATER IMPROVEMENTS</u></b>					
13.	4 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.				
	@ <u>Thirteen dollars and no cents</u>	375	LF	<u>13.00</u>	<u>4,875.00</u>
	Per Linear Foot				
14.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.				
	@ <u>Sixteen dollars and no cents</u>	325	LF	<u>16.00</u>	<u>5,200.00</u>
	Per Linear Foot				



Item	Description	Quantity	Unit	Unit Cost	Extended Total
15.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.  @ <u>Twentythree dollars and no cents</u> Per Linear Foot	5,872	LF	<u>23.00</u>	<u>135,056.00</u>
16.	4 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.  @ <u>Twenty two dollars and no cents</u> Per Linear Foot	93	LF	<u>22.00</u>	<u>2,046.00</u>
17.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.  @ <u>Thirty one dollars and no cents</u> Per Linear Foot	115	LF	<u>31.00</u>	<u>3,565.00</u>
18.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.  @ <u>Twenty seven dollars and no cents</u> Per Linear Foot	3,371	LF	<u>27.00</u>	<u>91,017.00</u>
19.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.  @ <u>Four hundred four dollars and no cents</u> Per Each	5	EA	<u>404.00</u>	<u>2,020.00</u>

Item	Description	Quantity	Unit	Unit Cost	Extended Total
20.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.				
	@ Four thousand one hundred twenty four dollars and no cents Per Each	21 EA		4124.00	86,604.00
21.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.				
	@ Three hundred fifty four dollars and no cents Per Each	2 EA		354.00	708.00
<b>STORM SEWER IMPROVEMENTS</b>					
22.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.				
	@ Forty five dollars and no cents Per Linear Foot	3,150 LF		45.00	141,750.00
23.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.				
	@ Fifty nine dollars and no cents Per Linear Foot	1,814 LF		59.00	107,026.00
24.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.				
	@ Fifty six dollars and no cents Per Linear Foot	1,650 LF		56.00	92,400.00

Item	Description	Quantity	Unit	Unit Cost	Extended Total
25.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place. @ <u>Seventy eight dollars and no cents</u> Per Linear Foot	1,750	LF	<u>78.00</u>	<u>136,500.00</u>
26.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place. @ <u>One hundred one dollars and no cents</u> Per Linear Foot	823	LF	<u>101.00</u>	<u>83,123.00</u>
27.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place. @ <u>one hundred twenty two dollars and no cents</u> Per Linear Foot	355	LF	<u>122.00</u>	<u>43,310.00</u>
28.	60 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place. @ <u>Two hundred dollars and no cents</u> Per Linear Foot	278	LF	<u>200.00</u>	<u>55,600.00</u>
29.	66 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place. @ <u>Two hundred forty four dollars and no cents</u> Per Linear Foot	242	LF	<u>244.00</u>	<u>59,048.00</u>
30.	72 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place. @ <u>Two hundred ninety two dollars and no cents</u> Per Linear Foot	270	LF	<u>292.00</u>	<u>78,840.00</u>

Item	Description	Quantity	Unit	Unit Cost	Extended Total
31.	Type "B-B" inlets including both first and second stage construction, Complete in Place.  @ <u>Twenty three hundred forty five dollars and no cents</u> Per Each	22	EA	<u>2,345.00</u>	<u>51,590.00</u>
32.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.  @ <u>Fifteen hundred sixty eight dollars and no cents</u> Per Each	2	EA	<u>1,568.00</u>	<u>3,136.00</u>
33.	Type "C" inlets including both first and second stage construction, Complete in Place.  @ <u>Twenty four hundred twenty six dollars and no cents</u> Per Each	73	EA	<u>2,426.00</u>	<u>177,098.00</u>
34.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.  @ <u>Two thousand eighty seven dollars and no cents</u> Per Each	77	EA	<u>2,087.00</u>	<u>160,699.00</u>
35.	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.  @ <u>Ninety one hundred twenty two dollars and no cents</u> Per Each	8	EA	<u>9,122.00</u>	<u>72,976.00</u>



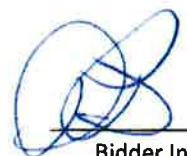
Item	Description	Quantity	Unit	Unit Cost	Extended Total
36.	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place. @ <u>Tenthousand eight hundred</u> <u>eighty two dollars and no cents</u> Per Each	1	EA	<u>10,882.00</u>	<u>10,882.00</u>
37.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place. @ <u>Ninety six hundred fifty six</u> <u>dollars and no cents</u> Per Lump Sum	1	LS	<u>9,656.00</u>	<u>9,656.00</u>
38.	Construct Articulated Concrete Block extreme event swale including excavation, grading, and compaction as shown in plans, Complete in Place. @ <u>Fifty two dollars and</u> <u>no cents</u> Per Square Yard	970	SY	<u>52.00</u>	<u>50,440.00</u>
<b>ADDITIONAL ITEMS</b>					
39.	Trench safety system, all depths, Complete in Place @ <u>Zero dollars and ten</u> <u>cents</u> Per Linear Foot	19,588	LF	<u>0.10</u>	<u>1,958.80</u>
40.	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid) @ <u>Twenty five dollars and</u> <u>no cents</u> Per Linear Foot	600	LF	<u>25.00</u>	<u>15,000.00</u>

Item	Description	Quantity	Unit	Unit Cost	Extended Total
41.	Wet sand construction for wet unstable trenches. (Min. \$15 Bid) @ <u>Fifteen hundred dollars and no cents</u> Per Linear Foot	600	LF	<u>15.00</u>	<u>9,000.00</u>
42.	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place. @ <u>one hundred fifty dollars and no cents</u> Per Each	35	EA	<u>150.00</u>	<u>5,250.00</u>
43.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place. @ <u>one dollar and no cents</u> Per Cubic Yard	25,764	CY	<u>1.00</u>	<u>25,764.00</u>
44.	Contractor shall maintain existing filter fabric fence, lower stage inlet protection, stabilized construction entrance, sweep/clean adjacent streets to the project site, and sweep/clean proposed streets through the duration of the contract. @ <u>Seven hundred fifty eight dollars and no cents</u> Per Lump Sum	1	LS	<u>758.00</u>	<u>758.00</u>



Item	Description	Quantity	Unit	Unit Cost	Extended Total
45.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place. @ <u>Fifteen hundred fifteen dollars and no cents</u> Per Each	1	EA	<u>1,515.00</u>	<u>1,515.00</u>
46.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place. @ <u>One hundred one dollar and no cents</u> Per Each	95	EA	<u>101.00</u>	<u>9,595.00</u>
47.	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary. @ <u>seven hundred seven dollars and no cents</u> Per Acre	47	AC	<u>707.00</u>	<u>33,229.00</u>
48.	Hydromulch areas within ROW and medians. @ <u>Thirteen hundred sixty four dollars and no cents</u> Per Acre	6	AC	<u>1,364.00</u>	<u>8,184.00</u>
49.	Reinforced Filter Barrier @ <u>one dollar and no cents</u> Per Linear Foot	25,940	LF	<u>1.00</u>	<u>25,940.00</u>

Item	Description	Quantity	Unit	Unit Cost	Extended Total
50.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.  @ <u>Seven hundred fifty eight dollars and no cents</u> Per Lump Sum	1	LS	<u>758.00</u>	<u>758.00</u>
51.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.  @ <u>Thirty seven thousand three hundred forty dollars and no cents</u> Per Lump Sum	1	LS	<u>37,340.00</u>	<u>37,340.00</u>
52.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.  @ <u>eighteen hundred eighteen dollars and no cents</u> Per Lump Sum	1	LS	<u>1,818.00</u>	<u>1,818.00</u>
53.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.  @ <u>Fifty five thousand two hundred fourteen dollars and no cents</u> Per Lump Sum	1	LS	<u>55,214.00</u>	<u>55,214.00</u>
TOTAL - BASE BID					\$ <u>2,527,119.30</u>





Item	Description	Quantity	Unit	Unit Cost	Extended Total
<b><u>ALTERNATE ITEMS</u></b>					
54.	Excess soil excavation is to become property of the contractor and shall be hauled off site to be disposed of at a location which the contractor has a legal right to dispose of said material.				
	@ <u>Fifteen dollars and fifteen cents</u>	25,764	CY	<u>15.15</u>	<u>390,324.60</u>
	Per Cubic Yard				

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Bidder Initial

**GENERAL CONDITIONS OF THE AGREEMENT**

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## GENERAL CONDITIONS OF THE AGREEMENT

### ARTICLE I. DEFINITIONS

- 1.01. DEFINITIONS. The following terms shall be defined as described below, unless such definition is expressly modified by the Contract Documents. Any capitalized terms used in the Contract Documents not defined in this section shall have the meaning assigned to such term under the Contract Documents.
- a. Bid. The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  - b. Bond(s). Performance bonds, maintenance bonds and payment bonds, or any of them, as required by the Contract Documents.
  - c. Change Order. A document signed by Contractor, Engineer, and Owner and entered into in accordance with the Contract Documents that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the time for completion.
  - d. Claim. A "Claim" is a claim, demand, or assertion by the Contractor seeking for itself or on behalf of a subcontractor or supplier: adjustment or interpretation of any Contract term, including without limitation, adjustment of the Contract Price or Contract Time; payment of money; relief from obligations; or other relief or recovery with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question asserted by the Contractor (whether for itself or on behalf of a subcontractor or supplier) arising out of or relating to the Contract.
  - e. Contract. The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  - f. Contract Documents. The Bid, Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Change Orders, any written amendment to the Contract signed by Contractor, Engineer, and Owner, Written Work Orders, written interpretations of the Contract or addenda issued by Engineer, and all other documents designated as incorporated by reference. Documents incorporated by reference are Contract Documents, whether attached or not. Approved Shop Drawings and other Contractor's submittals, inspections and reports, such as testing of subsurface and physical or environmental conditions, are not Contract Documents.
  - g. Contractor. The entity with whom Owner has entered into this Contract.
  - h. Contractor Parties. The Contractor, and all its subcontractors, suppliers, and their respective agents, representatives, or employees, or any of them.
  - i. Contract Price. The amount of money stated in the Agreement as payable by Owner to Contractor for timely completion of the Work in accordance with the Contract

Documents, plus or minus any increases or decreases to the initial Contract Price agreed to by Owner as provided by the Contract.

- j. Contract Time. The number of days or the dates stated in the Agreement to achieve Final Completion, expressed as a number of calendar days or as a reference to the date of Final Completion. If the Contract Time is measured by calendar days, each and every calendar day shall be counted against the Contract Time.
- k. Engineer. The design consultant so identified in the Agreement, or such other firm that Owner may designate, is herein called Engineer and is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- l. Extra Unit Price Items. All extra unit price items or alternate unit price items so specified in the Bid.
- m. Extra Work. All Work that may be required by Engineer or Owner to be done by Contractor to accomplish any change, alteration, or addition to the Work shown upon the Plans, implied by the Technical Specifications, or otherwise within the Contract Documents and not covered by Contractor's Bid. Notwithstanding the foregoing, Extra Unit Price Items or alternate unit price items so specified in the Bid and required by Engineer or Owner as described herein are not included in the definition of Extra Work.
- n. Final Acceptance. Action at a formal meeting of the Owner, wherein Owner accepts the completed Project.
- o. Final Completion. The date on which the entire Work or an agreed portion thereof is complete in strict conformance with the Contract Documents. If any governmental entity has jurisdiction to approve or accept Contractor's Work on the Project, or any portion thereof, Final Completion is not achieved unless and until written approval or acceptance of the entity is received, including Final Acceptance by Owner.
- p. Force Majeure. Fire, flood, or act of God, earthquakes, hurricanes, tornadoes, epidemics, war, riot, civil disturbance, sabotage, terrorism, governmental or judicial restraint but only to the extent such event: (i) is beyond the control of and cannot be reasonably anticipated by, or the effects alleviated by, the Contractor; and (ii) prevents the performance of the Work. Events not specifically listed herein shall not constitute events of Force Majeure.
- q. Hazardous Environmental Condition. The presence at the Site of asbestos, PCBs, petroleum, hazardous waste, contaminants, or radioactive material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- r. Indemnified Parties. Owner, Engineer, and the officers, directors, managers, members, employees, agents, and representatives of each such party.



- s. Laws and Regulations. Any and all applicable federal, state and local laws, rules, regulations, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction and any and all rules of common law pertaining to the Contractor's services, the Site, Contractor's employees and subcontractor's employees and/or the Work, and those of any other governmental entities with jurisdiction, including, without limitations all applicable laws of the State of Texas, Chapter 411 of the Texas Labor Code, Title VII (Equal Employment Opportunity) of the Civil Rights Act of 1964, The Occupational Safety and Health Act of 1970, The National Environmental Policy Act, The Federal Water Pollution Control Act, The Clean Air Act, The Clean Water Act, The Toxic Substance Control Act, The Resource Conservation and Recovery Act, and all amendments thereof. The agencies charged with the administration and enforcement of the Laws and Regulations include, but are not limited to, the Department of the Interior, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Environmental Protection Agency, the U.S. Corps of Engineers, the National Fire Protection Association, the U.S. Geological Survey, the Minerals Management Service, the Texas Commission on Environmental Quality, the county in which the Site is located, and the municipality, as applicable, in whose corporate or extraterritorial jurisdiction the Site is located. Certain of the specific regulations that may be applicable to the Work are the Occupational Safety and Health Construction and General Industry Standards (29 CFR Part 1926 and 1910), and various environmental regulations.
- t. Notice to Proceed. A written notice given by or on behalf of Owner to Contractor fixing the date on which the Contract Time will begin to run and on which Contractor shall start to perform the Work.
- u. Owner. The entity so specified in the Agreement.
- v. Plans. That part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- w. Project. The total construction on the Site, which may include work performed by the Owner or other contractors.
- x. Regulatory Agencies. Any and all governmental bodies, agencies, authorities, counties, municipalities, and courts having jurisdiction over the Project.
- y. Shop Drawing. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- z. Site. The land or area furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access.
- aa. Substantial Completion. The time at which the Work, or any portion thereof, is sufficiently completed in accordance with the Contract Documents so that Owner can occupy the entirety of the Work and put it to the full and unrestricted use for which it was intended, and all required certificates of occupancy and other permits, approvals,

licenses, and documents required to occupy the Project by all entities, agencies and governmental authorities having jurisdiction over the Project and/or the operation and occupancy of the Project, as determined by the Engineer, have been given so that the Project may operate for its intended purpose, although the Project may still require minor miscellaneous Work and adjustment. The Work will not be considered substantially complete if: (i) any Project systems included in the Work are not operational as designed and scheduled; (ii) designated instructions of Owner, Engineer, or Owner's other representative in the operation of systems have not been completed; (iii) any final finishes within the Contract Documents are not in place; or (iv) a Certificate of Substantial Completion in the form attached hereto and incorporated by reference herein as Exhibit A has not been issued by the Engineer and signed by the Owner, Contractor and Engineer. The terms "substantially completed" or "substantially complete" as applied to all or part of the Work shall have the same meanings as set forth here.

- bb. Technical Specifications. That part of the Contract Documents, including any written addenda thereto, consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- cc. Work. All obligations of the Contractor under the Contract Documents and all equipment, materials, labor, construction, management, supervision, services, punch list, and activities of every kind and nature, whether commenced or not, or completed or partially completed, undertaken by the Contractor, provided or to be provided by the Contractor, required of the Contractor, or inferable from the Contract Documents to perform and fulfill all of the Contractor's obligations pursuant to the Contract Documents.
- dd. Written Work Order. A written statement to Contractor signed by Owner or Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions. A Written Work Order will not change the Contract Price or Contract Time, but is evidence that the parties expect that the Written Work Order will be incorporated in a subsequently issued Change Order following agreement by the parties as to its effect, if any, on the Contract Price or Contract Time.

## ARTICLE II. CONTRACT DOCUMENTS

### 2.01. INTERPRETATION OF CONTRACT DOCUMENTS AND PHRASES.

- a. Whenever the words "required," "permitted," "designated," "considered necessary," "prescribed," or words of like import are used, it shall be understood that the requirement, permission, order, designation, or prescription of Engineer is intended and similarly, the words "approval," "acceptable," or "satisfactory," or words of like import shall mean approved by, or acceptable to, Engineer.
- b. Whenever in the Technical Specifications or Plans accompanying this Contract, the terms or descriptions of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot from their nature be specifically and clearly

described and specified, are necessarily described in general terms, the fulfillment of which must depend on individual judgment, then, in all such cases, any question of the fulfillment of said judgment of said Technical Specifications or Plans shall be decided by Engineer, and said Work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the Work.

- c. The Parties hereto agree that these Contract Documents shall not be construed against any Party hereto on the basis that such party did or did not draft the Contract Documents.
- d. The section headings used herein are for convenience only and shall not affect the construction or terms hereof.
- e. If there is an irreconcilable conflict between Contract Documents, the more stringent requirement shall control, but except in such event and to avoid such conflict, every construction of provisions shall be that each is in aid to, or supplementary to or complementary of, each other provision, to control and secure for Owner the completion of the entire Work in an expeditious, orderly, and coordinated manner. The precedence, from highest to lowest, shall be in the following order:
  - 1. Agreement between Owner and Contractor;
  - 2. Special Conditions Part B Technical Specifications and Plans;
  - 3. Special Conditions Part A;
  - 4. General Conditions.

The most recently issued document takes precedence over previously issued forms of the same document. Modifications take precedence over applicable previously issued documents. Detailed drawings shall take precedence over general drawings. In the event of any discrepancies between the Plans and Technical Specifications, or likewise, in the event of any doubt as to the meaning and intent of any portion of the Contract Documents, including the Technical Specifications or Plans, Engineer shall define that which is intended to apply to the Work.

- f. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period.
- 2.02. EXHIBITS. All Work shall be done and all materials furnished in strict conformity with the Contract Documents, all of which are hereto attached (or considered as if attached) and are hereby made a part of this Contract.
- 2.03. ACCURACY. These Contract Documents, including the Technical Specifications, Plans, and Bid, are intended to show all Work to be done and material to be furnished hereunder. Contractor understands and acknowledges that errors may exist in the Contract Documents and that the Owner does not warrant the accuracy or sufficiency thereof. The Contractor acknowledges that the Contract Documents are sufficiently detailed, accurate and

comprehensive to enable Contractor to have adequately estimated and established the Contract Price and to perform the Work within the time for completion.

### ARTICLE III. PRELIMINARY MATTERS

- 3.01. CONSTRUCTION SCHEDULE. The Contractor shall submit a construction schedule based on critical path method ("CPM") or other method specifically approved by the Engineer and that is sufficiently accurate during the entire Contract Time to determine if the Contractor is performing on schedule.

Within ten (10) days following the end of each month after Notice to Proceed, or at more frequent intervals when requested by Engineer, the Contractor shall submit an updated and revised schedule; the revision must be current as of the immediate past schedule period. Each element shall be updated to reflect the actual start and stop dates, actual duration and actual number of days worked, anticipated changes to future start and stop dates, and changes due to change in amount of Work or Contract Time. When requested by Engineer, the Contractor will submit only that portion of the CPM submittal required.

Failure to meet any schedule submission dates or to comply with any requested submittal or failure to provide an acceptable submittal will be cause to withhold payment of all or portions of the next scheduled monthly payment or any portions of future monthly payment until an acceptable submittal has been made.

As a minimum, the Contractor shall have available at least one individual with authority to maintain and revise the schedule as needed to reflect the actual and planned work schedule. This individual is to cooperate with Engineer's staff and be available to discuss schedule with Engineer's staff when requested.

- 3.02. SCHEDULE OF VALUES. If directed by Engineer within ten (10) calendar days following the Notice to Proceed, the Contractor shall submit, within ten (10) calendar days following such direction from Engineer, a schedule of values showing the subdivision of the Contract into various items of payment of construction. This schedule of values must state quantities and prices to the smallest common measurement, e.g., cubic yard, pound, linear feet, etc., and will be used as a basis for computing value to the Owner of Work to be paid for in partial payments. Except for work associated with prices bid as supplemental items listed in the Bid, the schedule of values also will be used to determine the value of like or similar work that may be added to or deleted from the Contract Documents. The above-mentioned schedule of values must be in a format and of such detail to be acceptable to the Engineer. No partial payments will be made unless the schedule of values has been submitted by Contractor and accepted by the Engineer. Engineer may require that the schedule of values be cross-referenced to CPM with each item on schedule of values to show which CPM activity corresponds to or includes the item.
- 3.03. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE. Contractor shall be furnished with five (5) copies of all Plans and Technical Specifications without expense to Contractor and shall keep one (1) copy of each constantly accessible on the Site.
- 3.04. SALES TAX. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if



requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption. Contractor shall not collect Texas sales and use taxes from Owner with respect to this Contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311. In addition, Contractor and all subcontractors to Contractor: (i) shall not include any provision for Texas sales and use taxes with respect to exempt items in any bid or contract amount; and (ii) shall pass on to Owner all cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors shall include the foregoing provision on the exemption from Texas sales and use taxes. The Certification is included as **Attachment A**.

### 3.05. SHOP DRAWING SUBMITTALS.

- a. Shop Drawing Submittal List. Within fifteen (15) days after the date of the Notice to Proceed, Contractor shall submit for the Engineer's review a complete Shop Drawing submittal list. The list is to include Shop Drawings for all equipment and manufactured materials to be furnished under this Contract. The list should include, but not be limited to, the following, with each submittal to be numbered with a consecutive numbering system.
- i) Name (description) of submittal.
  - ii) Applicable specification number or drawing number.
  - iii) Scheduled submission date.
  - iv) Latest date acceptable submittal required to prevent delay in purchase.

The Engineer may waive all or portions of the submittal requirements for any Shop Drawing on the submittal list. No payment will be made for the Work until the submittal list is accepted by the Engineer.

- b. Contractor's Duties. The Contractor shall review Shop Drawings prior to submittal to verify field measurements, field construction criteria, manufacturer model number, and other pertinent data, to ensure conformance to Contract Documents, coordination with other submittals, and schedule for submittal and review.

The Contractor shall stamp and sign submittals with stamp which states, "This submittal is certified to be in conformance with Contract Documents unless noted herein." All submittals without this certification will not be reviewed but will be returned to the Contractor for proper submission. The Engineer will rely on this statement when performing the review of the submittal.

The Contractor shall schedule submittals to allow sufficient time for the review process and to coordinate submittals with the schedule to prevent delay to Work.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, product data, samples or similar submittals until the respective submittal has been approved by the Engineer.

The Work shall be in accordance with approved submittals. Provided, however, the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples or similar submittals by the Engineer's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, product data, samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In the absence of such written notice, the Engineer's approval of a resubmission shall not apply to such revisions.

No Work may be performed in connection with fabrication, manufacturer, or purchase of materials or equipment until submittals have been reviewed and marked "No Exception Taken" or "Make Corrections Noted." Work performed on submittals marked "Make Corrections Noted" must be in accordance with all corrections noted thereon.

The Contractor shall correct submittals and resubmit or shall prepare new submittals for review by Engineer for all submitted items marked "Submit Specified Item," "Rejected," or "Revise and Resubmit." No claims for extra time or delays will be considered due to time required for review of submittals or resubmittals unless due to no fault of the Contractor, Engineer does not review the submittals in a timely fashion pursuant to paragraph c, below.

- c. Engineer's Duties. The Engineer shall review submittals as quickly as possible consistent with a thorough review and consistent with the type of information submitted but in any event not later than fourteen (14) calendar days from the date of submittal. Failure by the Engineer to timely to comply with such review period shall not constitute the basis of a Claim except for an adjustment in the Contract Time.

Such review by the Engineer shall be for the sole purpose of determining the general conformity of said Shop Drawings or schedules to the Contract Documents and shall not relieve the Contractor of its duty as an independent contractor as set forth herein, it being expressly understood and agreed that the Engineer does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules or any means or methods reflected thereby, in relation to the safety of either person or property during Contractor's performance hereunder. The Engineer's review of drawings will not constitute an acceptance of all dimensions, quantities, and details of the material, equipment, device, or item shown and does not relieve the Contractor from any responsibility for errors or deviations from the Contract requirements.

The Engineer shall clearly mark four (4) copies of submittals with required corrections and shall stamp drawings noting the appropriate action, signature, and date.

- d. Form of Submittal. The Contractor must submit four (4) copies of all submittals. One (1) copy of the appropriately marked submittal will be retained at the Engineer's office, one (1) copy will be retained at the Engineer's field office, and two (2) copies will be returned to the Contractor for Contractor's use. The Engineer will not mark additional copies for the Contractor. If the Contractor desires additional copies, they must be marked by the Contractor.

The Contractor shall submit a complete copy of relevant Contract Document items which have been marked by the manufacturer to certify each point of the Contract Document item noting compliance and each point of deviation.

The Contractor must submit relevant literature, catalog cuts, or written descriptive matter backing up all points of the Contract Documents item compliance.

Contractor must submit comparative life cycle, cost, performance, or other data supporting consideration of all points of the Contract Documents item deviation.

All information supplied must be carefully and completely cross-referenced to the relevant Contract Document item requirement.

When required by an individual Contract Document item, the Contractor shall submit written step-by-step test plan for functional checkout and demonstration test of respective equipment. Submissions that do not conform to the form of submittal as outlined herein will not be considered and will be returned to the Contractor for proper submission.

The Contractor must have acceptable Shop Drawings at the Site. Failure of the Contractor to supply acceptable drawings will be deemed sufficient cause for Owner to delay the Work at Contractor's risk and expense until such drawings are available. This procedure shall not entitle Contractor to an extension of time.

- e. Installation Drawings. When required by individual items of the Technical Specifications, the Contractor shall provide, for the Engineer's use, two (2) copies of installation drawings and instructions consisting of all necessary details required for field assembly, erection, and installation of a particular component of Work, including, but not limited to, unloading and storage instructions, layout/placement drawings, erection sequences, assembly drawings, connection details, and wiring diagrams.

- 3.06. VARIATIONS AND ALTERNATE DESIGNS. Foundations, structural supports, electrical work, and piping when shown on Plans for items of equipment may be changed by Engineer if necessary to accommodate equipment furnished. Effort has been made to design foundations, structural supports, electrical work, and piping so that no changes not usually and normally encountered in work of the type to be performed hereunder will be necessary; however, exact dimensions and size of subject foundations and structural supports and exact

electrical and piping installations may not be finally determined until the applicable Shop Drawings are submitted to the Engineer. Changes to the Plans or Technical Specifications will be signed and sealed by the Engineer in accordance with applicable laws. Contractor shall make required changes in the Work, after prior consultation with the Engineer, at no cost to Owner.

If substitute items of equipment are authorized which vary materially from those shown on Plans, Contractor shall prepare equipment data and detailed drawings covering necessary modifications and submit to the Engineer for approval. Contractor shall make drawings the same size as Plans and of comparable quality. Contractor shall pay the charges resulting from modifications including engineering charges for checking modifications.

If alternate design features are proposed for the convenience of the Contractor, the Contractor shall submit design calculations and detailed drawings covering proposed changes and related modifications of the Plans to the Engineer for review. Design calculations and detailed drawings submitted by the Contractor must be signed and sealed by a professional engineer licensed in the State of Texas. The Contractor shall make drawings the same size as the Plans and of comparable quality. Contractor shall pay the charges resulting from modifications, including engineering charges for checking such designs.

#### ARTICLE IV. SITE ACCESS/ CONDITIONS/ REFERENCE POINTS

- 4.01. ACCESS AND AVAILABILITY OF LANDS. Except as provided herein, the Owner shall provide, as indicated on the Plans, land upon which the Work is to be done, rights-of-way for access to same, and such other lands which are designated for use of the Contractor. If required, Contractor shall provide, at its own cost, for additional lands and access for temporary construction facilities or storage of materials and equipment.

Contractor shall propose, for Engineer's review and approval, access roads for moving construction personnel and equipment. The access routes are subject to change by the Engineer, occasioned by the progress of the Work or unforeseen conditions. If routes are changed, Contractor may propose alternate routes. Changes required in haul routes shall not be the basis for extra payment, unless such changes are required by written directive from the Engineer.

Contractor shall, whenever possible, keep all construction traffic out of existing neighborhoods. Contractor shall keep haul routes clean at all times to the satisfaction of the Engineer and the local governing body having jurisdiction over the haul routes.

- 4.02. SURVEYING; LINES AND GRADES. The Owner will establish reference points for construction only; the Contractor is responsible for staking from bench marks and horizontal control references established by Engineer. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. The Contractor shall report to the Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.



- 4.03. SOILS REPORT. If provided, any soils report and log of borings is available for Contractor's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Contractor is expected to examine the Site and such reports and then decide for itself the character of the materials to be encountered.

Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the surface and subsurface investigations that have been prepared by others. Owner and Engineer further disclaim responsibility for interpretation of that data by Contractor, i.e. projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.

- 4.04. SUBSURFACE EXPLORATION. It is not represented that the Plans show all existing storm sewer, sanitary sewer, water, gas, telephone and electrical facilities, and other underground structures. Contractor shall determine the location of these installations in the way of the Work by referring to available records, consulting appropriate municipal departments and utility owners, and by making necessary exploration and excavations.

- 4.05. DEVIATIONS OCCASIONED BY UTILITY STRUCTURES. Whenever existing utilities, not indicated on the Plans, present obstructions to grade and alignment of pipe, Contractor shall immediately notify the Engineer who, without delay, will determine whenever existing improvements are to be relocated or grade and alignment of pipe changed. Where necessary to move services, poles, guy wires, pipelines, or other obstructions, the Contractor will make arrangements with owners of utilities. The Owner will not be responsible for or liable for damages for any delays due to changes made by owners of utilities which hinder progress of any Work. The Owner may, at its sole discretion, determine whether to grant any extension of time and/or additional compensation.

- 4.06. DIFFERING SUBSURFACE OF PHYSICAL CONDITIONS. Contractor shall give prompt written notice to Engineer if any subsurface or physical condition is uncovered or revealed and either: (i) differs materially from that shown or indicated in the Contract Documents or the technical data or related documents; or (ii) is of a highly unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work performed at the location. After receipt of Contractor's written notice, Engineer will promptly review the condition, determine the necessity of Owner's obtaining additional exploration or tests and advise Owner in writing of Engineer's findings and conclusions. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order from Engineer to do so. Absent an emergency, any Work performed by Contractor before receiving Engineer's response will be at the sole expense of the Contractor.

The Contract Price and/or the Contract Times may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Provided, however, Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if: (i) Contractor knew, or should have known, of the existence of such conditions at the time Contractor entered into the Contract; (ii) the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site required by the Contract Documents to be conducted prior to Contractor's entering into the Contract; or (iii) Contractor failed to give the written notice as

required. If Owner and Contractor cannot agree on entitlement to, or the amount or extent of, any adjustment in the Contract Price or Contract Times, or both, a Claim may be made.

- 4.07. ARCHAEOLOGICAL OR HISTORICAL MATERIALS. On discovery of materials with potential archaeological or historical significance, the Contractor shall stop work and notify the Engineer. The Contractor shall protect the site from disturbance until it is cleared by the Engineer to resume work. If the discovery results in a delay exceeding sixty (60) days or more, the Contractor may receive damages for delay, limited to the actual costs of de-mobilization and re-mobilization, without mark-up, and may make a Claim for an extension to the Contract Time.
- 4.08. HAZARDOUS ENVIRONMENTAL CONDITIONS. Reports identifying Hazardous Environmental Condition are not Contract Documents. **Owner and Engineer do not warrant the accuracy or completeness of such documents and disclaim all responsibility and liability for accuracy of investigations and reports prepared by third parties.** Owner and Engineer also disclaim any responsibility for Contractor's interpretation of such reports and tests. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such condition or in any affected area until the affected area is or has been rendered safe for the resumption of Work. Except as provided in this section, it will not be the Contractor's duty to provide any required governmental notifications relative to the discovery of Hazardous Environmental Conditions.
- 4.09. LOSSES FROM UNFORESEEN CIRCUMSTANCES AND CONDITIONS OR NATURAL CAUSES. Except as specifically provided in the Contract Documents, all loss or damage arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstances or natural causes in the prosecution of the same, or from the soil, subsurface, and other conditions, whether naturally occurring or manmade, or from concealed conditions or unusual obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by Contractor at its own cost and expense. Contractor accepts such risk even for circumstances and conditions that differ materially from those indicated in the Contract Documents, geotechnical report, a review of the Site and surrounding areas or other information furnished by or on behalf of Owner. Accordingly, Contractor shall not be entitled to any additional compensation or time associated with unforeseen circumstances or conditions or natural causes except as allowed by the Contract Documents.

#### ARTICLE V. CONTRACTOR'S RESPONSIBILITIES/ INDEMNITIES

- 5.01. INDEPENDENT CONTRACTOR. It is understood and agreed that all Work done by Contractor shall meet with the approval of Owner's representative but that the detailed manner and method of doing the Work shall be under the control of Contractor as set forth more fully in these General Conditions, Owner being interested only in the result obtained, and that Contractor is an independent contractor as to all Work performed hereunder.

- 5.02. TIME AND ORDER OF COMPLETION. Time is of the essence of this Contract. It is the meaning and intent of this Contract, unless otherwise herein specifically provided, that Contractor shall be allowed to prosecute its Work at such times, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that:
- a. In all instances Contractor shall comply with the Contract Documents and the order, time, techniques, sequences, procedures, manner, means and methods of prosecution of the Work shall be such that the Work shall comply with and shall be completed as a whole and in part, in strict accordance with the Contract Documents, including the Plans and Technical Specifications, and within the required time of completion, and Contractor shall have no right to perform any portion of the Work or utilize means, methods, techniques, sequences, procedures or individuals in violation of the Contract Documents or that may damage the Work or decrease the life expectancy of the Project.
  - b. The exercise of any of the rights and authority granted the Owner in the Contract Documents (including, without limitation, ordering changes in the Work, rejecting proposed means, methods, techniques, sequences or procedures, and directing suspension, rescheduling, re-execution or correction of the Work) shall not be construed as or deemed to be control of, charge of, responsibility for, or an assumption of Contractor's obligations with respect to, such construction means, methods, techniques, sequences, procedures, safety precautions, and programs.
  - c. When Owner is having other work done, either by contract or by its own forces, Engineer may prescribe the time and sequence of constructing the Work done under this Contract so that conflict will be avoided and the various construction being done for Owner shall be harmonized.

With regard only to items (a) and (b), above, any additional schedules or charts furnished; acquisition of any necessary additional equipment; work of hours in excess of those encompassed within Contractor's normal workday; or performance of certain tasks whether similar or dissimilar to the foregoing shall be done without additional cost to Owner.

- 5.03. CONTRACTOR'S DUTY AND STANDARD OF CARE. Contractor is an independent contractor and shall give personal attention to the faithful prosecution and completion of the Work and shall be present either in person or by duly authorized representatives on the Site continuously during its progress. Contractor shall exercise the highest degree of skill, care, attention, effort, judgments, and diligence that a professional Contractor would use in the performance of the Work. Contractor warrants that Contractor will: (i) perform, supervise and direct the Work, using the Contractor's best skill and attention, in a good and workmanlike manner and in the best and most expeditious and economical manner consistent with the interests of the Owner; (ii) utilize its best skill, efforts and judgment in furthering the interests of the Owner; (iii) perform the Work in strict compliance with applicable Laws and Regulations, such that the Work, no later than the time for completion, will comply with applicable Laws and Regulations; (iv) furnish efficient business administration and supervision (all of the foregoing collectively, the "Standard of Care"); and (v) perform the Work in strict accordance with the Contract Documents. If directed by the Engineer, Contractor shall maintain an office on or adjacent to the Site. Regardless of what authority

and rights may be assigned by the Owner to the Engineer, Contractor remains fully and solely responsible and liable for its obligations to perform the Work in strict accordance with the requirements of the Contract Documents; to insure against failures in safety precautions; to carry out the Work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the Work in order to fully comply with the Plans, Specifications and other Contract Documents; and to otherwise complete the Work in accordance with the Contract Documents.

- 5.04. CONTRACTOR'S AGENT. Contractor, during Contractor's absence from the Site, shall keep a competent English speaking superintendent or foreman upon the Site, fully authorized to act for Contractor in Contractor's absence. Contractor shall provide Engineer and Owner with written notification of such individual's position, name, and contact information. Any notice given by Engineer, when given to any superintendent, foreman, or agent of Contractor in charge of any operation of the Work in the absence of Contractor, shall be considered as notice to Contractor, provided any notice given under this paragraph shall be in writing.
- 5.05. CHARACTER OF WORKERS. Contractor agrees to employ only orderly, competent, and skillful people to do the Work; and agrees that whenever Owner shall inform the Contractor in writing that any person(s) or subcontractors on the Work are, in Owner's opinion, incompetent, unfaithful, or disorderly, such person(s) or subcontractor shall be discharged from the Work and shall not again be employed on the Work without Owner's written consent.
- 5.06. CONSTRUCTION MATERIALS. Contractor shall provide all labor, tools, equipment, machinery, and material necessary in the prosecution and completion of this Contract, unless otherwise specifically provided. It is understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any material, tools, or machinery of Contractor. Owner shall not be responsible for any part of the Work until the risk of loss has transferred to the Owner upon Substantial Completion. The Contractor shall incorporate into the Work only new materials and equipment and shall store these materials and equipment in a manner to protect them from damage. The manner of protection is subject to specific approval of the Engineer. Pipe, fittings, equipment, and other serviceable materials found on the Site or dismantled by reason of construction shall remain property of the Owner unless otherwise designated. The Contractor shall remove and deliver materials to Owner at designated points and shall pay, at prevailing market price, for usable materials that are damaged through negligence or otherwise.
- 5.07. OTHER CONTRACTS. Other construction may be underway concurrently in this area. The Contractor shall afford utility companies and other contractors reasonable opportunity for introduction and storage of their materials and execution of their work. All Work under this Contract must be properly connected and coordinated with that constructed by others and Contractor has the duty and obligation to connect and coordinate the Work with work constructed by others related to the Project so the Work and Project function as intended.
- 5.08. DAMAGES. In the event Owner is damaged in the course of the Work by the act, negligence, omission, mistake, or default of Contractor, or should Contractor delay the progress of the work being done by others on the Project, or other projects of Owner, so as to cause loss or liability to Owner, then Contractor shall reimburse Owner for such loss.



NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, IN NO EVENT (INCLUDING, WITHOUT LIMITATION, DEFAULT BY OWNER), SHALL OWNER'S LIABILITIES, IF ANY, TO CONTRACTOR EVER EXCEED THE TOTAL CONTRACT PRICE, LESS ALL SUMS FOR WORK, MATERIALS AND/OR LABOR PREVIOUSLY PAID TO CONTRACTOR BY OWNER AND CONTRACTOR RELEASES OWNER FOR ANY LIABILITIES IN EXCESS OF SUCH TOTAL CONTRACT PRICE, INCLUDING WITHOUT LIMITATION LIABILITIES ARISING FROM OWNER'S NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CAUSES OF ACTION OR CLAIMS.

- 5.09. TITLE AND RISK OF LOSS. Although Contractor has custody and possession of the Work, as between Owner and Contractor, ownership and title to (as opposed to risk of loss of) all of the Work completed and in the course of construction at the Site and of all materials furnished irrespective of the location thereof, shall be in the name of the Owner. The vesting of such title in the Owner shall not impose any obligations on the Owner or relieve Contractor of any of its obligations hereunder. The Contractor warrants that it shall acquire no Work or equipment and materials, whether directly or through a subcontractor, subject to an agreement under which a security interest is retained by the seller or otherwise imposed by the Contractor, any subcontractor, or any other person or entity. Notwithstanding the passage of title, risk of loss or damage shall remain with Contractor until Substantial Completion approved by the Owner.
- 5.10. PROTECTION OF PERSONS AND PROPERTY. Contractor shall at all times take reasonable precautions for the safety of its employees and of all other persons at the Site, and for the protection of property of others, including property adjacent to the Site. Contractor shall comply with all applicable federal, state, and municipal safety laws and regulations and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the Manual of Accident Prevention in Construction published by the Associated General Contractors of America unless such instructions are incompatible with Laws and Regulations. Where damage occurs to property of others due to Contractor's or its subcontractors' or suppliers' acts or omissions, or where necessary to take down fences, signs, or other obstructions, Contractor shall repair, renew or replace in their original condition and restore damaged property or make satisfactory restitution to a condition equal to or better than that which existed before Contractor caused the damage or removal, at no cost to Owner. Contractor shall promptly report to Engineer all accidents involving Contractor's employees or any other parties or property. Where livestock are present, Contractor shall take all necessary precautions to assure that no construction or construction related activity will allow livestock to leave their confine. Where existing fences are being crossed, Contractor shall maintain the integrity of the fence during construction through placement of guards, temporary fences, or other adequate measures as approved by the Engineer. All construction activities, including ingress and egress, shall occur within the boundaries and Contract constraints of the temporary and permanent construction limits. Additionally, no staging, parking, loading, and/or unloading shall occur outside of the designated construction limits.
- 5.11. INSURANCE AND BONDS. Contractor shall procure and maintain in force and effect during the Work the insurance described in the Special Conditions. In addition, Contractor agrees to insure the Work under an appropriate builder's risk or other insurance policy until

the risk of loss transfers to Owner pursuant to 5.09. It is further agreed by the Parties to this Contract that Contractor will execute a Performance Bond, Maintenance Bond and/or Payment Bond, each as further specified in the Special Conditions.

5.12. INDEMNIFICATION.

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

- (I) BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER, EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE INDEMNIFIED PARTIES; AND
- (II) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (I), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THIS CONTRACT OR IN CONNECTION WITH THE PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER.

**PROVIDED, HOWEVER, THAT CONTRACTOR'S OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO ENGINEER, ARCHITECT, OR LANDSCAPE ARCHITECT OR THEIR AGENT, SERVANT, OR EMPLOYEE (THE "PROFESSIONAL PARTIES") FOR DAMAGE THAT:**

- I. IS CAUSED BY OR RESULTING FROM DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE PROFESSIONAL PARTIES, OR NEGLIGENCE OF THE PROFESSIONAL PARTIES IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONTRACT DOCUMENTS AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONTRACT DOCUMENTS; AND**
- II. ARISES FROM PERSONAL INJURY OR DEATH, PROPERTY INJURY, OR ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY INJURY.**

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.

THIS INDEMNIFICATION OBLIGATION IS INDEPENDENT OF THE INSURANCE REQUIRED HEREIN.

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

**INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**Each party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that the party has no notice or knowledge of such provision or that the provision is not "conspicuous."**

**If other provisions contain any indemnities or limitations, such indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided herein to the end that all indemnities provided in the Contract Documents shall be construed to grant indemnity to the Indemnified Parties to the fullest extent of each such indemnity.**

**Contractor shall include in each of its subcontracts with its subcontractors of every tier the provisions of this Section 5.12 in the same form as in all material respects to those contained herein. Such provisions shall be for the benefit of and in favor of the Indemnified Parties and such other parties on whom Contractor and such subcontractors may agree.**

**5.13. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT AND INDEMNIFICATION.**

- a. Contractor shall not furnish or provide to Owner any materials or Work that infringe a third party's intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like). Contractor shall not disclose or provide to Owner any information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas which Contractor does not own or otherwise have the right to disclose or provide to Owner.
- b. Contractor represents and warrants that the materials and the Work shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such materials and Work shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- c. Contractor represents and warrants to Owner that all information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas disclosed or provided to Owner shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- d. Contractor represents and warrants that all processes or methods utilized by Contractor to provide its services to Owner are free from infringement of third party intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like) and that all



products provided by Contractor to Owner are free from third party claims of infringement of intellectual property rights, including allegations that the product infringes the claims of the United States process patent in violation of the Process Patents Amendment Act of 1988. Contractor shall cooperate fully and promptly with Owner with respect to any notice of infringement or request for disclosure or response to a request for disclosure generated or received by Owner in connection with Contractor's Work pursuant to the Process Patents Amendment Act of 1988. To the extent that Contractor obtains products from third parties which it intends to provide to Owner, Contractor shall obtain agreements from Contractor's vendors to cooperate in connection with requests for disclosure generated or received by Owner pursuant to the Process Patents Amendment Act of 1988.

- e. THE INDEMNITY AGREEMENT PROVIDED IN CONTRACTOR'S INDEMNITY OBLIGATION PROVIDED IN SECTION 5.12 ABOVE, INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: (I) CONTRACTOR'S BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING INTELLECTUAL PROPERTY RIGHTS; (II) ALLEGATIONS THAT OWNER, BY USE OF THE MATERIALS OR THE WORK, INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (WHETHER IT BE CLAIMS OF IMPROPER USE OF CONFIDENTIAL INFORMATION, PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR THE LIKE); (III) ALLEGATIONS THAT A THIRD PARTY OWNS INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS, DESCRIBED OR PROVIDED BY CONTRACTOR TO OWNER; (IV) ALLEGATIONS THAT OWNER'S OWNERSHIP OR USE OF INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DISCLOSED OR PROVIDED BY CONTRACTOR TO OWNER INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) ALLEGATIONS THAT THE PROCESSES UTILIZED BY CONTRACTOR IN PROVIDING ITS SERVICES TO OWNER INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS (INCLUDING A VIOLATION OF THE PROCESS PATENTS AMENDMENT ACT OF 1988); OR (VI) THE COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES INCURRED BY OWNER, IN ENFORCING THE INTELLECTUAL PROPERTY INDEMNITY INCLUDED IN THIS PARAGRAPH.

**IN ADDITION TO CONTRACTOR'S INDEMNITY OBLIGATION PROVIDED IN SECTION 5.12, ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND**

**INCLUDING ALL RELATED FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, BASED UPON, ARISING OUT OF, OR RELATING TO ANY ALLEGATION OF VIOLATION OF COPYRIGHT LAWS AS A RESULT OF CONTRACTOR'S PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK.**

- f. Contractor confirms and agrees that the Owner has and shall retain all rights, title, and interest in and to the drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights, provided to Contractor by or on behalf of Owner, and that by use of such drawings, documents, designs and information, the Contractor shall not acquire any right, title, or interest in such drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights. *The Owner makes no representation or warranty, and hereby disclaims any such warranty, that any information provided to the Contractor by or on behalf of the Owner in connection with the Work can be used without infringing any intellectual property rights of third parties under any intellectual property rights of the world.*

- 5.14. SUBCONTRACTOR'S ASSIGNMENT AND SUBLETTING. Contractor shall be fully responsible to Owner for all acts and omissions of any subcontractor, supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Contractor. All Work performed for Contractor by such subcontractor, supplier, persons or organization shall be pursuant to an appropriate agreement between Contractor and each such party that specifically binds such party to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

Contractor shall timely pay its subcontractors and material suppliers, as required by law and any agreements between or among Contractor and its subcontractors/material suppliers or other persons or organizations performing the Work, and such payments are a condition precedent to final payment.

- 5.15. CONTRACTOR'S SETTLEMENT OF THIRD PARTY CLAIMS. Contractor shall promptly settle or cause the settlement of all claims for which it is responsible, in whole or in part, pursuant to the Contract Documents. Upon receipt of any claim, Contractor shall immediately notify the Owner of the full particulars thereof, and the Owner may elect, by notice to Contractor, to have its representative accompany Contractor's representative in making settlement of the same.

- 5.16. SETTLING THIRD PARTY SMALL CLAIMS. Owner shall provide Contractor written notice of any claims made arising out of or relating to the Contract or the Contractor's performance of the Work. Contractor shall, within ten (10) calendar days following such notice, appoint in writing and thereafter, until Final Completion, unless earlier allowed by Owner, maintain on the Site a special agent who shall have full duty and authority on behalf of Contractor to settle and pay any claims payable by Contractor described herein, to request or confirm payment by Owner of such claims for the account of Contractor, and to do all other things necessary or convenient in connection with the foregoing authority. In addition, Contractor shall cause said special agent to accompany the representative of Owner to solicit

the settlement of such claims as Owner's representative may request. Contractor, through its special agent, shall settle and pay claims payable by Contractor hereunder, but only in the presence and with the cooperation of the representative of the Owner, and in such settlement Contractor shall take receipts and releases in favor of and releasing the Indemnified Parties as well as Contractor.

Understanding that Owner has a special interest in preserving the good will of persons whose property may be injured in the course of the Work, should Contractor fail to settle and pay claims, including providing written receipts and releases in favor of and releasing the Indemnified Parties, within thirty (30) calendar days of Owner's initial written notice, Owner shall thereafter have the rights and authority (in Owner's discretion) to itself settle and pay, on Contractor's behalf, such claims as described in this paragraph. Contractor expressly acknowledges, acquiesces and confirms that a representative of Owner may, in good faith, determine whether claims are payable in whole or in part by Contractor under the provisions herein (the hazard and expense of litigation and the special interest of Owner in liquidating all claims being considered), and if found so payable in part, the portion thereof payable by Contractor. To minimize the expense of employing agents in settling claims, Contractor hereby further authorizes Owner to settle and pay any claims payable by Contractor hereunder which may be settled at Owner's sole election for up to \$10,000 per claim (or such greater amount per claim as Contractor may fix by written notice to Owner). The amount of any such claims may be withheld from Contractor's final payment.

Contractor shall reimburse Owner for all costs and expenses incurred by Owner in the settlement of any claims payable by Contractor.

- 5.17. CONTRACTOR'S USE OF OWNER'S PROPERTY. In the event that any arrangement is made whereby Contractor or any of its subcontractors of any tier use any employees of Owner, any tools, equipment, apparatus, improvements or other personal property of Owner or any utilities (such as electricity, gas, water, compressed air and toilet facilities) furnished by or through Owner, irrespective of who pays the employees and regardless of whether any consideration is paid for the use of the tools or the utilities, then the employees while engaged in the use of the tools or the utilities shall be conclusively considered the agents, servants, and employees of Contractor, and the acceptance and/or use of the tools or the utilities by Contractor or its subcontractors of every tier shall mean the Contractor has inspected and determined the tools and utilities satisfactory for Contractor's intended purposes and uses, and accepted full responsibility for the tools and utilities. **Owner makes no representation or warranty regarding the condition or suitability of any such tools, equipment, apparatus, improvements, other property or utilities and Contractor releases Owner from all such claims of representation and/or warranty with regards the conditions of suitability of such tools, equipment, apparatus, improvements, other property, or utilities.** Contractor shall return the tools at the conclusion of Contractor's use thereof in the same condition as when received, ordinary wear and tear excepted.

5.18. LAWS AND REGULATIONS.

- a. Prior to beginning the Work, Contractor shall become familiar with all of the Laws and Regulations relating to the Work or which in any manner might affect the Work, and shall thereafter comply with all such Laws and Regulations. Contractor shall, at its expense, obtain all permits, licenses, certificates and other authorizations required

by or reasonably necessary in connection with the Work and shall at all times observe and comply with the Laws and Regulations.

- b. Contractor agrees that all financial settlements, billings, and reports rendered to Owner as provided for in the Contract Documents will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of Owner, which data may be relied upon by Owner and Engineer as being complete and accurate in any further recording and reporting made by Owner for whatever purpose.
  - c. Contractor agrees to notify Owner promptly upon discovery of any instance where the Contractor fails to comply with provision (a), above, or where Contractor has reason to believe data covered by (b), above, is no longer accurate and complete.
- 5.19. **BUSINESS STANDARDS.** Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Owner. Contractor shall review with the Owner at reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with the Owner's employees, agents, and representatives, vendors, subcontractors and other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

In connection with this Contract and the Work, neither Contractor, its subcontractors of every tier, nor the employees, representatives, and agents of Contractor or any such subcontractor shall at any time solicit, accept, offer, or bestow gratuities of more than nominal value from or to one or more of the Indemnified Parties, any of Owner's other contractors associated with the Work, the employees, agents, or representatives of such other contractors, or anyone else associated with the Work. Violation of this policy by Contractor or any subcontractor shall constitute a material breach of Contractor's obligations under the Contract Documents that may result at the Owner's election in a declaration of default.

5.20. **SAFETY.**

- a. Contractor shall develop a safety program applicable to each job site and to the Work to be done and enforce such program at all times. Further, Contractor shall comply with all applicable Laws and Regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Contractor employees. Contractor shall have complete control of the Work and Site and responsibility for protecting the safety and health of its employees, subcontractors, and all other persons.
- b. Contractor shall notify Owner immediately by telephone, with prompt confirmation in writing, of injuries and fatalities that occur on the Site in connection with any Work being performed under this Contract and shall provide Owner with such reports of injuries and fatalities as Owner shall deem necessary, including but not limited to,



copies of all reports or other documents filed or provided to Contractor's insurers or the State of Texas in connection with such injury or fatality.

- c. Nothing contained herein shall be interpreted as enlarging Owner's legal duty to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor.

5.21. ALCOHOL, DRUGS, WEAPONS, ETC. The use of alcohol or controlled substances by any Contractor Parties on Owner's property or the Site or any person remaining on Owner's property or the Site under the influence of such substances is strictly prohibited. In addition, possession of alcohol, controlled substances, firearms, explosives, weapons, and hazardous substances or articles without proper authorization is not permitted on Owner's property or the Site. Entry onto Owner's property is deemed to be consent to and recognition of the right of Owner or a representative of the Owner who has been specifically authorized to search the person, motor vehicles, and other property of each individual while entering, on, or departing the Site.

5.22. UTILITY SERVICES FOR CONSTRUCTION. The Contractor shall provide all utilities necessary for construction at no additional cost to Owner unless otherwise specified in the Contract Documents.

5.23. OPERATION AND MAINTENANCE MANUALS. Operation and maintenance manuals are to be provided where required by an item in the Technical Specifications. The Contractor is responsible for obtaining installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the Contract and shall submit three copies of each complete manual and one CD to the Engineer within ninety (90) days after approval of Shop Drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the Site or storage location. Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor and/or Engineer to install, test, and start up equipment. Contractor shall comply with all such manuals in installing and operating such equipment.

Each manual must be bound in a folder and labeled to identify the contents and project to which it applies. The Engineer may additionally request electronic copies of each manual, stored on electronic media suitable to the Engineer. The manual should contain the following:

- a. An 8-1/2-inch x 11-inch typewritten sheet listing the manufacturer's identification, including order number, model, and serial number and location of parts and service centers.
- b. A separate 8-1/2-inch x 11-inch typewritten list of recommended stock of parts, including part number and quantity.
- c. Complete replacement parts list.
- d. Performance data and rating tables.

- e. Specific instructions for installation, operation, adjustment, and maintenance.
- 5.24. INTERRUPTION OF UTILITY SERVICES. The Contractor shall not operate any valve or other control on existing systems. The Contractor shall exercise care in performing Work so as not to interrupt service, including, but not limited to, locating and uncovering existing utilities ahead of heavy excavation equipment and at house connections, either lifting trenching machine over lines or cutting and reconnecting with minimum interruption of service, as approved.
- 5.25. TRAFFIC AND OTHER SAFETY MEASURES. If the Work occurs on, near, or adjacent to any street, alley, or public place or where construction creates hazard to property, traffic, or public safety, the Contractor shall furnish and maintain suitable barricades, warning signs, lights and other safety items or mechanisms and remove same when no longer necessary. The Contractor shall be responsible for all phases of traffic control according to the guidelines as set forth in Manual on Uniform Traffic Control Devices and per all Laws and Regulations.
- 5.26. USE OF STREETS. Except where approved otherwise, the Contractor may not hinder or inconvenience travel on streets or intersecting alleys for more than two blocks at any one time. Whenever streets are closed the Contractor shall comply with all Laws and Regulations and place properly worded signs announcing such fact to the public, with proper barricades at the nearest street corners, on both sides of obstruction. The Contractor shall leave no street or driveway blocked at night. When streets are closed, Contractor shall also notify the Engineer, the Fire Department and the Police Department and any other parties required by Law and/or Regulation(s). The Contractor shall not block ditches, inlets, fire hydrants, etc., and, where necessary, shall provide temporary drainage.
- The Contractor shall remove as soon as practicable, accumulated rubbish and open each block for public use. Use of any portion of a street shall not constitute acceptance of any portion of Work. The Contractor shall backfill and shape trenches across street intersections or driveways for safe traffic at night or, where permitted, span open trenches with steel plates or bridges to permit traffic flow. When driveways are cut, the immediate placement of mats for ingress or egress of vehicles may be directed if undue hardship to property owner would otherwise result and/or the Law requires.
- 5.27. CONSTRUCTION STORMWATER DISCHARGES. The Contractor shall, without any additional expense to the Owner, be responsible for obtaining any necessary licenses and permits and for complying with all applicable Laws and Regulations, including, but not limited to, any Laws or Regulations concerning storm water permitting and management. Specifically, without limitation, the Contractor will comply with all aspects of the Texas Pollutant Discharge elimination System ("TPDES") General Permit for Storm Water Discharges from Construction Activities in Texas and with the Storm Water Pollution Prevention Plan (SWPPP) that has been developed for the Project. At Owner's expense, the baseline SWPPP for the Project will be provided by the Engineer to Contractor. The Contractor will implement the baseline SWPPP and advise the Engineer in writing prior to implementing any changes required to the SWPPP due to changes in construction activities. The Engineer may update SWPPP due to changes in construction activities. The Contractor will file the Notice of Intent ("NOI") for permit coverage with the Texas Commission on Environmental Quality and will maintain a copy thereof, file stamped by such governmental authority, at the Site. Weekly inspection to ensure compliance with the SWPPP and other

permit requirements will be performed by the Contractor. Upon Final Completion, the Contractor shall file the Notice of Termination ("NOT") with the Texas Commission on Environmental Quality.

**The Contractor, and not the Owner, shall be responsible for, and the Contractor shall indemnify Owner from and against, any and all monetary fines or damages assessed by any governing agency resulting from the failure to comply with the requirements of the SWPPP.**

- 5.28. **SITE MAINTENANCE AND CLEAN-UP.** Contractor shall maintain the Site during construction to keep it reasonably neat and free of trash, rubbish, and other debris. In clean-up operations, Contractor shall remove from the Site and from public and private property temporary structures, rubbish, and waste materials and dispose of excavated materials beyond that needed to bring the Site to elevations shown. During final clean-up, any road constructed by Contractor for access to the Site must be leveled and ruts filled so that surface drainage is not hindered.
- 5.29. **AS-BUILT DIMENSIONS/ RECORD DRAWINGS.** The Contractor shall make daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities. Upon completion of Work, the Contractor shall furnish Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and location of all Work constructed.
- 5.30. **SANITATION.** Necessary sanitary conveniences for the use of laborers on the Work, properly secluded from public observation, shall be constructed and maintained by Contractor, in accordance with all Laws and Regulations and in such manner and at such point as shall be approved by Owner, and their use shall be strictly enforced.
- 5.31. **CONTRACTOR'S BUILDINGS.** The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as Owner shall prescribe, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to Owner in accordance with all Laws and Regulations.

#### **ARTICLE VI. ENGINEER'S STATUS DURING CONSTRUCTION**

- 6.01. **ENGINEER'S AUTHORITY AND DUTY.** It is mutually agreed between the parties to this Contract that: Engineer will act as Owner's representative during the construction of the Project, and that no act or omission on the part of Engineer, or its subordinates or representatives, will excuse Contractor from full and proper performance of this Contract according to its terms, or give rise to any liability or obligation from Engineer to Contractor. All authority and rights assigned by the Owner to the Engineer with respect to the Work are solely and exclusively for the benefit of the Owner and not for the Contractor. The Engineer shall have no liability to Contractor under these Contract Documents.

As a contractual adjudication procedure pursuant to Local Government Code 271.154 and in order to prevent delays, it is further agreed by and between the parties to the Contract that, if it cannot be otherwise agreed, Engineer shall in all cases: (i) determine the amounts and quantities of the several kinds of Work which are to be paid for under this Contract; (ii)

determine all questions in relation to said Work and the construction thereof; and (iii) decide every question in writing which may arise relative to the performance of this Contract on the part of Contractor. Provided, however, that should Engineer render any decision or make any requirement which, in the opinion of Contractor, is not in accordance with the meaning and intent of this Contract, Contractor must file with Engineer, as part of the contractual adjudication procedure, within thirty (30) calendar days, of Engineer's written decision Contractor's written notice of objection(s) to the decision or requirement so rendered. Contractor's failure to object to Engineer's decision or requirement within such contractual adjudication period of thirty (30) calendar days shall be deemed Contractor's agreement with such decision or requirement. It is the intent of this Contract that there shall be no delay in the performance of the Work. To this end, the decision or requirement of Engineer shall be promptly carried out. Engineer shall, within a reasonable time or as otherwise required in the Contract Documents, render and deliver to both Owner and Contractor a written decision on all Claims of the parties hereto and on all questions that may arise relative to the execution of the Work or the interpretation of the Contract, Technical Specifications, or Plans.

- 6.02. EXAMINATION, OBSERVATION, AND TESTING. It is agreed by Contractor that Engineer shall be and is hereby authorized to appoint from time to time such subordinate engineers or Project representatives as Owner may deem proper to examine the material furnished and observe the Work done and to ascertain whether the said material is furnished and said Work is done in accordance with the Contract Documents. Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers or Project representatives for the proper examination and testing of the Work and materials. The authority of subordinate engineers and Project representatives shall be limited to examination, observation, and testing of Work and materials, and reporting same to Engineer.
- 6.03. PRELIMINARY APPROVAL. Neither Engineer nor its subordinates shall have any power to waive the obligations of this Contract for the furnishing by Contractor of good, new material, or for Contractor's obligations to perform the Work in a good and workmanlike manner as herein described and in full accordance with the Plans, Technical Specifications, and other Contract Documents. No action taken or thing done, written or oral, including, but not limited to, inspections made, payments made, or Final Completion of the Work, and no failure or omission of Engineer or its subordinates to discover, object to, or condemn any defective Work or material, shall release Contractor from the obligation to fully and properly perform the Contract, including, without limitation, the obligation to at once tear out, remove, and properly replace the same.

Any questioned Work may be ordered by Engineer to be taken up or removed for re-examination prior to Final Acceptance, and if found not in accordance with the Contract Documents for said Work, all expense of removing, reexamination, and replacement shall be borne by Contractor; cost of uncovering any Work will be borne by Owner only when the Work is found acceptable and the Work was originally performed with the knowledge of the Engineer.

- 6.04. RIGHT OF ENGINEER TO MODIFY MATERIALS AND EQUIPMENT. The Contractor shall provide and use accepted equipment and materials in sufficient qualities and quantities to facilitate diligent prosecution of the Work to the end that the Work will be completed within the time for completion and otherwise in accordance with the Contract Documents. If at any time Engineer shall find that the materials or equipment used by Contractor are faulty



or inadequate to secure the quality of Work or the rate of progress necessary for Contractor to complete the Work (or any portion thereof) within the time period required by this Contract or otherwise will prevent the Work from being completed in accordance with the Contract Documents, Engineer may, in writing, require Contractor to improve the materials and/or equipment, and/or replace and/or supplement them, and Contractor shall comply with such requirements.

- 6.05 **WORK FORCE AND EQUIPMENT.** If at any time the working force of Contractor is inadequate for securing the progress herein specified, Contractor shall, if so notified in writing, increase its work force or equipment, or both, to such an extent as to ensure compliance with the schedule of progress (and timely completion of the Work) all in accordance with the Contract Documents.

## ARTICLE VII. EXTRA WORK/ CHANGE ORDERS/ CLAIMS

- 7.01. **CHANGES AND ALTERATIONS.** Contractor further agrees that Owner may make such changes and alterations as Owner may see fit in the line, grade, form, dimensions, Plans, Technical Specifications, or materials for or scope of the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this Contract and the accompanying Bonds.

If such changes or alterations diminish the quantity of the Work to be done, such changes may reduce the Contract Price according to the quantity of Work actually done and the unit price established for such Work under this Contract and shall not constitute the basis for a Claim. If such changes or alterations increase the amount of Work and the increased Work can fairly be classified under the Plans, Technical Specifications, or other Contract Documents, such increase shall be paid for according to the quantity of Work actually done and at the unit prices established for such Work under this Contract, otherwise such Extra Work shall be paid for as provided in this Article. If Owner makes such changes or alterations as makes useless any Work already done or materials already furnished or used in accordance with the Contract Documents in connection with said Work, then Owner shall recompense Contractor for such Work, labor and materials, in accordance with the prices therefore in the Contract Documents, made useless by such change.

- 7.02. **EXTRA WORK.** It is agreed that Contractor shall perform all Extra Work when presented with a Written Work Order or Change Order. **The Contract Price for Extra Work may be changed only by a Change Order signed by Owner, Engineer, and Contractor.** It is agreed that pricing in any Change Order for performing Extra Work shall be determined by one (1) or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "actual field cost" of the Extra Work, less any savings attributable to the change, alteration or addition, plus fifteen percent (15%) of the net amount.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, and all materials, supplies, teams, trucks, and rentals on machinery and equipment for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred if such equipment or machinery be not already on the job together with all power, fuel, lubricants, water, and similar operating expenses; also all necessary incidental expenses, incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable proportion of premiums on all Bonds and all insurance as may be required by any law or ordinance, or required by Engineer or Owner, or by them agreed to. Engineer may prescribe the form in which accounts of the "actual field cost" shall be kept and may also specify, in writing, before the Work commences, the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Work Order or Change Order. The fifteen percent (15%) of the "actual field cost" to be paid Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate this office shall be included in the "actual field cost." When Extra Work is performed by a subcontractor, the fifteen percent (15%) will apply to the subcontractor only. The Contractor will be allowed five percent (5%) for overhead and profit.

**No Claim for Extra Work of any kind will be allowed unless ordered in writing by Engineer.** In case any requirements, response to request for information, response to a submittal or other communication made by Engineer or any other event appear to Contractor to involve Extra Work for which Contractor should receive compensation, Contractor shall immediately, and **in any event within thirty (30) calendar days after being notified of any such requirement, response, or communication or after such event**, make written request to Engineer for written authorization there for. Such written request for written authorization shall set forth Contractor's belief of, basis for and amount of expected compensation. **IN NO EVENT SHALL CONTRACTOR BEGIN PERFORMING THAT PORTION OF THE WORK AFFECTED BY SUCH REQUIREMENT, RESPONSE, OR COMMUNICATION PRIOR TO GIVING SUCH WRITTEN REQUEST FOR WRITTEN AUTHORIZATION TO THE ENGINEER.** Any written request for written authorization not timely made by the Contractor shall be deemed a waiver by the Contractor of its right to assert and recover any additional compensation or otherwise on a Claim in respect of such request, response, or communication. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and Engineer insists upon its performance, Contractor shall proceed with the Work after making its written request for written authorization to Engineer and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor a written decision on all Claims as provided under Section 6.01 in these General Conditions.

- 7.03 **ESTIMATED QUANTITIES.** The estimated quantities of the various classes of Work to be done and material to be furnished under this Contract are approximate and are to be used only

as a basis for estimating the probable cost of the Work and for comparing the Bids offered for the Work. It is understood and agreed that the actual amount of Work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that the basis for determining quantities for payment under this Contract shall be the actual amount of such Work done and the material incorporated.

**CONTRACTOR AGREES THAT IT WILL MAKE NO CLAIM AND RELEASES OWNER FOR DAMAGES, ANTICIPATED PROFITS, OR OTHERWISE ON ACCOUNT OF ANY DIFFERENCES WHICH MAY BE FOUND BETWEEN THE QUANTITIES OF WORK ACTUALLY DONE OR THE MATERIAL ACTUALLY INCORPORATED UNDER THIS CONTRACT AND THE ESTIMATED QUANTITIES CONTEMPLATED AND CONTAINED IN THE BID.**

Where the final quantity of Work performed by Contractor on "Major Unit Price Work" item differs by more than twenty-five percent (25%) from quantity of the item stated in the Contract, a party may request (subject to Owner's approval) an adjustment in the unit price, for the portion that differs by more than twenty-five percent (25%), by a Change Order. Major Unit Price Work is defined as an individual unit price line item whose original total value: (i) is greater than five percent (5%) of original Contract Price; (ii) becomes greater than five percent (5%) of original Contract Price as the result of an increase in quantity; or (iii) is greater than or equal to \$100,000, whichever is least.

- 7.04. **EXTENSION OF TIME.** Subject to the remainder of this paragraph, should Contractor be delayed in the completion of the Work by any act or negligence of Owner or Engineer, or by any employee of either, or by other contractors employed by Owner, or by changes ordered in the Work, then, if the other requirements for an extension of time are met, an extension of time shall be allowed for completing the Work sufficient to compensate for the delay, the amount of the extension to be the amount approved by Owner, based on the recommendation by Engineer; provided, however, that Contractor shall give Engineer notice in writing of the cause of such delay and the impact to the critical path of the schedule prior to the tenth day of the month following the month in which the delay occurred. Failure to file requests for extension of time within the time set forth in and otherwise as required by this paragraph shall constitute a waiver of any rights the Contractor may have had to such extensions of time. Contractor shall support its request for time extension with such information as required by Engineer. Approved extensions of time must be made in writing, signed by the Owner, Engineer, and Contractor.

**Contractor will not be allowed time extensions that are due to: (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven (7) hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent**



**delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.**

7.05 HINDRANCES, INTERFERENCES, DISRUPTIONS, AND DELAYS. The Contractor shall receive no financial compensation for delay, interference, disruption, or hindrance at any time in the commencement or progress of the Work for any reason and for any period of time, by an act, omission or neglect, or otherwise, of the Owner, Engineer or any other consultant or Contractor of the Owner, or of an employee of any of them; or by changes ordered in the Work; or by fire, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes that may justify delay. To the fullest extent allowed by applicable Laws and Regulations, in no event shall the Owner be liable to the Contractor or any subcontractor or supplier, any other person or any surety for or any employee or agent of any of them, and Contractor releases Owner, for any damages arising out of or associated with any delay, interference, disruption, or hindrance to the Work, regardless of the source of the delay, interference, disruption, or hindrance, AND EVEN IF SUCH DELAY, HINDRANCE, DISRUPTION OR INTERFERENCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT, HOWEVER CHARACTERIZED, OF THE OWNER OR THE ENGINEER OR THE EMPLOYEES, REPRESENTATIVES OR AGENTS OF THE OWNER OR ENGINEER. The Contractor's sole remedy in any such case shall be an extension of time in such amount as allowed by Section 7.04 of these General Conditions.

7.06 NOTICE. CONTRACTUAL ADJUDICATION PROCEDURES. It is agreed that, unless specifically waived in the Contract Documents, all Claims shall be referred to Engineer for a decision. All Claims shall be in writing and filed with Engineer within thirty (30) calendar days of the event giving rise to such Claim, unless a specific provision of the Contract Documents provide a shorter period of time for such filing, in which case it shall occur within such shorter time. Written notice stating the general nature of each Claim and the amount or extent of the Claim, with supporting data, must be provided so the Owner and Contractor can investigate and settle disputes, if any, while construction continues. The Claim shall also be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event. Engineer shall reply to such written Claims by Contractor and render its final decision in writing within thirty (30) days of receipt of the Contractor's last submittal. In the event Engineer shall take no action, the Claim shall be deemed denied. Contractor must provide notice of its intent to appeal Engineer's decision within ninety (90) days of Engineers final decision or within ninety (90) days from the end of the thirty (30) day timeframe for Engineer to reply to Contractor's written Claim, whichever is earlier.

Contractor hereby confirms its willingness and ability to comply with the contractual adjudication procedures of the Contract Documents for seeking an adjustment in price or time, or other relief and hereby agrees that the time periods, notice requirements and procedures set forth in the Contract Documents are reasonable time periods, notice requirements and procedures and that Owner will be prejudiced if Contractor fails to comply with such time periods, notice requirements and procedures. ACCORDINGLY, CONTRACTOR'S FAILURE TO COMPLY WITH THE TIME PERIODS, NOTICE REQUIREMENTS AND CONTRACTUAL ADJUDICATION PROCEDURES OF THE



CONTRACT DOCUMENTS WITH RESPECT TO A CLAIM FOR ADJUSTMENT IN PRICE OR TIME, DAMAGES OR OTHER RELIEF SHALL CONSTITUTE A WAIVER OF THE CLAIM, INCLUDING CLAIMS ARISING OUT OF OWNER'S NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

IT IS FURTHER AGREED THAT ACCEPTANCE BY CONTRACTOR OF THE FINAL PAYMENT SHALL BE A BAR TO ANY CLAIMS OR SUITS BY CONTRACTOR AGAINST OWNER FOR ANY MATTERS RELATED TO THIS CONTRACT, INCLUDING MATTERS ARISING OUT OF OWNER'S NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

#### **ARTICLE VIII. TESTS AND INSPECTIONS/ DEFECTIVE WORK/ WARRANTY**

- 8.01. TESTING AND INSPECTION. The Owner shall arrange and obtain all inspections and tests required by the Contract Documents; provided, however, that if initial testing fails, all retests will be at Contractor's sole expense. Such testing and inspection is for the sole benefit of Owner, and Owner makes no representation or warranty as to the accuracy of the results of any test or inspection. Contractor at its own expense shall provide such laboratory with all test specimens required by the Contract Documents. The Contractor shall notify the Engineer prior to manufacture or fabrication of items so that observation may be accomplished and furnish field samples of materials to Engineer for testing.
- 8.02. DEFECTS AND THEIR REMEDIES; WARRANTY PERIOD. It is agreed that if the Work or any part thereof, or any material delivered to the Site for use in the Work or selected for the Work, shall be deemed by Engineer as unsuitable or not in conformity with the Contract Documents, Contractor shall, after receipt of written notice thereof from Engineer, forthwith remove such material and rebuild or otherwise remedy such Work so that it shall be in full accordance with this Contract.

It further is agreed that all Work or any part thereof, including equipment installed, shall be free from defects due to faulty workmanship or materials during the warranty period of one year from the date of Final Completion. Contractor shall notify Engineer in writing thirty (30) days in advance of the expiration of such one-year warranty period, and Engineer shall thereafter schedule a final inspection of the Work prior to the expiration of the warranty period. Contractor's failure to notify the Owner of the expiration of the warranty period, as provided herein, shall extend the warranty period for successive thirty (30) day periods until such written notice is received. Upon notice from Owner, Contractor shall repair defects in all construction that develop during the warranty period, or as noted on the final inspection report, at no cost to Owner. Neither Final Acceptance nor final payment nor any provision in the Contract Documents relieves Contractor of the above guarantee.

If observed by Owner, notice of the defects will be given by Owner to Contractor with reasonable promptness. Failure to repair or replace defect upon notice entitles Owner to repair or replace same and recover reasonable cost thereof from Contractor and/or its surety.

- 8.03. RIGHT OF ENTRY. Owner reserves the right to enter the property or location on which the Work herein contracted for is to be constructed or installed, by Engineer and such agent or

agents as Owner may elect, for the purpose of examining, observing, or testing the Work, or for the purpose of constructing or installing such collateral Work as Owner may desire.

#### ARTICLE IX. PRICE FOR WORK/ PAYMENTS TO CONTRACTOR

- 9.01. PRICE FOR WORK. In consideration of the furnishing of all the necessary labor, equipment, and material and the completion of all Work by Contractor, and on the Final Completion of all Work and the delivery of all materials embraced in this Contract in full conformity with the Contract Documents, Owner agrees to pay Contractor the final Contract Price. Contractor hereby agrees to pay such prices as are necessary for furnishing all materials and all labor required for the aforesaid Work, including all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner prescribed by and in accordance with the Contract Documents, including the Plans and the attached Technical Specifications, and requirements of Engineer.
- 9.02. PROGRESS PAYMENTS. On or before 25<sup>th</sup> day of each month, the Contractor shall submit an application for progress payment to the Engineer showing the total value of the Work completed. Progress payments for unit price work will be based on the number of units completed. No payment shall be requested nor made for materials purchased or stored on-site that are not yet incorporated into the Work unless specifically authorized by the Owner. If requested, Contractor shall meet with the Engineer at the Site to verify quantity of Work completed.

Beginning with the second application for progress payment, each application shall include an affidavit and lien release of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations with respect to the prior application for payment.

Engineer shall promptly review each application for payment, including required submittals. Engineer shall provide to Owner a statement showing, as complete as practicable and based upon Engineer's inspections, the total value of the Work completed by the Contractor together with Engineer's recommendation as to payment. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, such payments are not due and payable under the Contract Documents. Payments based on such interim statements are subject to adjustment and correction as set forth in the Contract Documents.

Unless otherwise provided herein, Owner shall pay Contractor the total amount of Engineer's application for payment, less 10 percent (10%) of the amount thereof, and further less all previous payments, and further less all sums that may be retained by Owner under the terms of this Contract. The stated 10 percent retainage may be retained until 45 calendar days after final payment is made. The ten percent (10%) retainage will not be released without properly executed Unconditional Waiver(s) and Release(s) on Final Payment, in the form provided by the Texas Property Code, provided to Owner. Payment shall be made by Owner on or before the 46<sup>th</sup> day from receipt of the Engineer approved monthly application for payment.

Owner may, at Owner's option, withhold part or all of any payment due the Contractor if: (i) any Work progress falls behind schedule or any requirement of the Contractor as provided in the Contract is not performed timely or as scheduled, including submission of any submittals, reports, Shop Drawings, samples, test reports; (ii) any Work is defective or not in

strict compliance with this Contract or should Contractor otherwise fail to perform Work in accordance with the provisions of this Contract; (iii) Owner has incurred damages, including, without limitation, any additional costs associated with design professionals, attorneys or other consultants, as a result of any action or inaction by Contractor not in accordance with the Contract; (iv) claims have been made against Owner on account of Contractor's performance (or non-performance) or furnishing of the Work; (v) Contractor is in breach of the Contract Documents; (vi) there is evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (vii) Contractor has failed to submit proper statements for payment with all required attachments and supporting documentation, which documentation shall expressly include consent of Contractor's surety as to payment, without obligation to the surety to do so, if, in Owner's sole discretion, any cause for such consent exists; (viii) Contractor has failed or allegedly failed to make payment to any tier of subcontractor or supplier; and (ix) any other items entitling Owner to an offset against the amount recommended for payment. It is understood, however, that in case the whole Work is near completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the Owner may, at Owner's option and upon written recommendation of the Engineer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the Owner's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due him under the Contract, subject to the conditions stated in Section 10.01.

**Partial payment shall not be construed as an acceptance of defective or non-conforming Work.**

- 9.03. PAYMENT OF SUBCONTRACTOR/MATERIAL CLAIMS. Should Owner receive notice of any claim(s) of unpaid labor or materials (or damages) from subcontractors, material suppliers, or any other person or entity, Owner may, at its option, withhold part or all of any payment due the Contractor until Owner, in its discretion, is satisfied that such claim(s) have been fully resolved and paid by Contractor, or Owner may, at its option, pay such claim(s) using the withheld funds.
- 9.04. RIGHT OF SET-OFF. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, or if the Contractor owes the Owner money for any other reason, then, for all purposes and at all times, without waiver or limitation of any of its other rights or remedies under this Contract and applicable Laws and Regulations, Owner shall have the right, but not the obligation, to deduct and withhold the amount of money, if any, that may ever be due from Contractor (or its surety) to Owner from any monies that Owner owes Contractor (or its surety), or to issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

#### **ARTICLE X. SUBSTANTIAL COMPLETION, PARTIAL USE, FINAL COMPLETION, AND ACCEPTANCE**

- 10.01. SUBSTANTIAL COMPLETION. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the

Contractor shall notify Engineer and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner, or Owner's Engineer does not consider the Work substantially complete, Engineer will notify Contractor giving reasons for the position. After performing any required Work, Contractor shall then submit another request for Engineer to determine Substantial Completion. If Owner considers the Work substantially complete, Engineer will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before Final Acceptance and final payment, and may establish responsibilities of the Owner and Contractor for security, maintenance, utilities, or damage to the Work and insurance until the time of Final Acceptance. If the certificate of Substantial Completion omits responsibilities as to security, maintenance, utilities, or damage to the Work or insurance, the responsibility for the omitted item(s) shall remain with the Party assigned the responsibility in the Contract Documents. Failure to include an item on the punch list does not alter the responsibility of Contractor to complete the Work in accordance with the Contract Documents. Contractor, Engineer, and Owner shall sign the certificate of Substantial Completion confirming the matter is set forth in such certificate.

- 10.02. PARTIAL USE. Use by Owner, at Owner's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents; or ii) Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following: Owner at any time may request Contractor to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and is substantially complete. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Engineer that such part of the Work is substantially complete and request Engineer to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. Contractor at any time may notify Engineer that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done in the portion being accepted. The notice for the portion of the Work that is substantially complete may establish responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the Work and insurance for the portion of the Work which is substantially complete and being utilized by Owner. If the notice for the portion of the Work that is substantially complete omits responsibilities of the Owner and Contractor for security, maintenance, utilities, damages to the Work or insurance for the portion of the Work which is substantially complete and being utilized by Owner, the responsibility for the omitted item(s) remains with the Party assigned the responsibility in the Contract Documents.

- 10.03. FINAL COMPLETION, INCLUDING FINAL ACCEPTANCE, AND PAYMENT. Upon completion of the Work, Contractor shall give the Engineer written notice that the Work has been fully and finally completed and must certify that the Work is complete and was built in conformance with the Plans, Technical Specifications, and other Contract Documents. Such written notice must be accompanied by all documentation called for in the Contract Documents, including but not limited to: (i) the consent of surety to final payment; (ii)



Contractor Affidavit for Final Payment and Bills Paid; and (iii) as-built drawings, as described in Section 5.29 of these General Conditions. Drawings will be reviewed by Engineer and returned to Contractor so that any adjustment required may be made.

Contractor shall also furnish like certifications and releases from all subcontractors who performed Work on the Project. Subcontractor certifications shall be limited to that Work actually performed by the subcontractor. Such certifications shall be executed on the forms provided. These certifications must accompany the executed Contractor Affidavit for Final Payment and Bills Paid and are a condition precedent to final payment.

Within ten (10) calendar days after Engineer receives Contractor's written notice, certification(s), and required documentation, Engineer will schedule inspection by Engineer, Owner, and Regulatory Agencies; provided, however, that additional time shall be allowed for scheduling such inspections if required due to the Regulatory Agencies' availability or responsiveness. If the Work is found to be completed in accordance with the Contract Documents, including the Plans and Technical Specifications, and acceptable to the Engineer, Owner, and Regulatory Agencies, Engineer shall proceed to make final measurements and prepare a final statement of the value of all Work performed and materials furnished under the terms of the Contract Documents and shall submit the final statement to Contractor for approval. Upon receipt from the Contractor of the executed approved final statement and all other documents required by the Contract Documents for final payment, the Engineer shall issue to the Owner a certificate of completion and Contractor-approved final statement of the value of the Work performed. The Owner shall thereafter make Final Acceptance of the Work and shall pay to the Contractor on or before the 46<sup>th</sup> day after the date of the certificate of completion the balance due Contractor under the terms of this Contract, provided it has fully performed its contractual obligations under the terms of this Contract.

The Owner shall be entitled to withhold from such final payment for any circumstance for which Owner is entitled to withhold pursuant to General Conditions. For example, but not by limitation, should Owner receive notice of any claim(s) of unpaid labor or materials (or damages) from subcontractors, material suppliers, or any other person or entity, Owner may, at its option, withhold part or all of any of the final payments due the Contractor until Owner, in its discretion, is satisfied that such claim(s) have been fully resolved and paid by Contractor, or Owner may, at its option pay for such claims(s) using the withheld funds.

The ten percent (10%) retainage may be held by Owner for forty-five (45) calendar days after the date of said payment, after which said retainage will be paid to Contractor in full, provided it has fully performed its contractual obligations under the terms of the Contract and Owner is not otherwise entitled to withhold payment.

It is understood that in the event that all Work has been completed, final payment less ten percent (10%) retainage has been paid, and forty-five (45) calendar days have passed but, due to no fault or neglect on the part of Contractor, notification of Regulatory Agency acceptance has not been obtained, then Owner may, at Owner's option, pay Contractor a reasonable and equitable portion of the retainage; or Contractor, at Owner's option, may be relieved of its obligation to further perform hereunder, and thereupon, Contractor shall receive payment of the balance due it under the Contract subject to the conditions stated in this Section.

Neither Final Acceptance by Owner, nor the final payment, nor any provision in the Contract Documents, shall relieve Contractor of: (i) the obligation for fulfillment of any warranty or guarantee that may be required in the Contract Documents, including the Technical Specifications; (ii) the obligation to repair defective Work or materials; (iii) Contractor's indemnification obligations under this Contract; or (iv) any of Contractor's continuing obligations.

- 10.04. OPERATION OF FACILITIES. The Owner reserves the right to operate new facilities during the construction period. Use of new facilities by the Owner during construction will not constitute Final Acceptance of the Work and will not constitute the date for start of any required warranty periods or guarantees. The Contractor will provide all necessary maintenance, including normal lubrication and adjustment, to new facilities operated by the Owner until Final Acceptance of the Work.

#### ARTICLE XI. SUSPENSION OF WORK/ TERMINATION/ DEFAULT

- 11.01. SUSPENSION OF WORK. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than sixty (60) consecutive calendar days by written notice to Contractor.
- 11.02. OWNER'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case the Owner may offset from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's or other consultant's additional services made necessary by such default, neglect or failure (the "Cost to Cure"). Such action by the Owner and Cost to Cure the Contractor are both subject to prior approval of the Engineer. If payments then or thereafter due the Contractor are less than the Cost to Cure, the Contractor shall pay the difference to the Owner.
- 11.03. TERMINATION FOR CONVENIENCE OF OWNER. Owner may terminate Contractor's performance under the Contract for Owner's convenience at any time upon written notice to Contractor, whether or not Contractor is in default and, in such event, Owner's only liability will be to pay Contractor the following amounts:
- a. The unpaid balance due Contractor for the Work actually performed and accepted, based on the schedules and tables, unit prices and lump sums enumerated in the Contract Documents; and
  - b. Reasonable expenditures made and costs incurred by Contractor for the materials ordered by Contractor for the Work prior to the date of termination and not incorporated in the Work, less reasonable salvage or resale value, provided such materials conform to the Specifications, and for labor performed on any such materials prior to the date of termination and associated labor insurance and labor payroll taxes.

From the total of the items enumerated in items (a) and (b), above inclusive, there shall be deducted the total dollar amount of all claims of Owner against Contractor, including the total dollar amount of claims on account of delay or defects in materials and/or workmanship.

The amount payable under the provisions of this section, plus the sum of all amounts previously paid under the Contract, shall in no event exceed the Contract Price. Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner nor any other party shall be responsible for damages for loss of anticipated profits on Work not performed on account of any termination of the Contract.

Contractor shall transfer and assign to Owner in accordance with Owner's instructions, all materials, supplies, Work in process, and other things for which Contractor is entitled to receive reimbursement hereunder, and all plans, drawings, working drawings, sketches, specifications, and information in connection with the Work, and shall take such action as may be necessary to secure to Owner, at Owner's election, the rights of Contractor under any or all orders and subcontracts made in connection with the Work.

If and as Owner so directs or authorizes, Contractor shall sell at a price approved by Owner, or retain at a price mutually agreeable, any such materials, supplies, Work in progress or other things as referred to above. The proceeds of any such sale or the agreed price shall be paid or credited to Owner in such manner as Owner may direct to reduce the amount payable by Owner.

If requested by Owner, Contractor shall endeavor to cancel any or all of its outstanding orders or subcontracts upon such terms as may be approved by Owner.

Upon the performance of the obligations described in this section by the respective parties, all obligations of the respective parties under the Contract shall be discharged, except such obligations as by their terms, express or implied, contemplate continued obligations after acceptance of the Work.

Nothing herein shall affect the right of Owner to terminate Contractor's performance as provided elsewhere in the Contract Documents.

11.04. TERMINATION FOR CAUSE AND EVENTS OF DEFAULT. An event of default includes, without limitation, any one (1) or more of the following:

- a. A petition in bankruptcy is filed by or against Contractor, or Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the insolvency of Contractor or to take charge of the Work or any part thereof.
- b. Contractor fails or refuses to supply enough properly skilled workers or proper equipment, or fails to make prompt payment when due to subcontractors for materials, equipment or labor.
- c. Contractor disregards the Laws and Regulations or the instructions of Owner or of Engineer.

- d. Contractor breaches any of the provisions of the Contract Documents, or breaches any of its representations or warranties in the Contract Documents, or otherwise fails or refuses to perform or fulfill all or any part of its obligations under the Contract Documents.

If one (1) or more of the identified events occur, Owner or Engineer, in Owner's sole discretion without waiving any rights, may provide written notice to Contractor and Contractor's surety of its intent to terminate for cause. Owner will allow a minimum of five (5) calendar days to cure deficiencies in performance, then in any such case, Owner may, by written notice to Contractor and its surety, declare Contractor in default under the Contract Documents and terminate Contractor's performance under the Contract and may at its option employ any remedies provided for in the Contract Documents or otherwise available at law or in equity.

Nothing contained herein shall be interpreted as enlarging Owner's legal duty to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor. Should Owner elect to terminate the performance of Contractor hereunder, then such termination shall not waive, extinguish or diminish the obligations and liabilities of the Contractor or its surety existing as of the termination date. Contractor shall submit and does hereby submit to the personal jurisdiction of the state or federal courts having subject matter jurisdiction and sitting in the county in which the Site is located, for the adjudication of any suit brought to enforce Owner's rights and remedies under the Contract.

If for any reason, the Owner's termination for cause is deemed to be invalid, improper, or not enforceable, the Owner's termination for cause is automatically converted to a termination for convenience under 11.03.

- 11.05. REMEDIES FOR DEFAULT OF CONTRACTOR. In the event the Owner elects to terminate Contractor for cause, Owner shall have the right, but not the obligation, at its sole election and discretion, and without prejudice to any other right or remedy available to it, to take possession of the Work and the Site and use all or any part of Contractor's equipment, tools and materials to itself finish, or cause to be finished by another contractor, the Work by whatever method Owner may deem expedient. Further, Contractor shall not be entitled to receive further payment until the Work achieves Final Completion. If the unpaid balance of the Contract Price exceeds the costs and expenses of terminating the Contract and finishing the Work, (including, without limitation, attorney's, engineering, surveying and other professionals' fees and costs, together with the costs of completing the Work), such excess shall be paid to Contractor. If such costs and expenses exceed the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner. The amount to be paid to the Contractor or Owner, as applicable, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

In the event Owner elects to make demand on Contractor's performance Bond, the Contractor's surety shall be obligated to complete or cause completion of the Work in strict conformity with the Contract, including Contract Times. If the Owner reasonably determines that the surety is not proceeding diligently and with promptness to complete its obligation hereunder, the Owner may provide the surety with written notice of the surety's failure to do so. If seven (7) days after the surety receives said notice, the Owner still reasonably



determines that the surety is not proceeding diligently and with promptness to complete its obligation hereunder, Owner may take possession of the Work and the Site and use all or any part of Contractor's equipment and materials to itself finish, or cause to be finished by another contractor, the Work by whatever method Owner may deem expedient as provided in the preceding paragraph.

## ARTICLE XII. MISCELLANEOUS

- 12.01. NO THIRD PARTY BENEFICIARIES. The Contract Documents shall not create any rights in third parties and no provision of the Contract Documents shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the Owner, the Indemnified Parties, and the Contractor. Without limiting the foregoing, the Owner shall have no obligation to pay or to see to the payment of any monies due to any of Contractor's subcontractors or material suppliers of every tier or to any other person or entity.
- 12.02. SEVERABILITY. Except as otherwise provided under Section 5.12 of these General Conditions, if any term, condition or provision of the Contract Documents, or the application thereof to any person or circumstance, shall ever be held to be void, voidable or unenforceable, then in each such event the remainder of the Contract Documents or the application of such term, condition or provision to any other person or any other circumstance (other than those as to which it shall have been held void, voidable or unenforceable) shall not be affected thereby, and each term, condition or provision of the Contract Documents shall remain valid and enforceable to the fullest extent permitted by Laws and Regulations.
- 12.03. NON-WAIVER OF RIGHTS. Any failure by the Owner at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract Documents shall not constitute a waiver of the right to enforce or require the strict keeping of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of Owner at any time to avail itself of such remedies as it may have for any subsequent breach or breaches of any such term or condition or of any other term or condition of the Contract Documents, including, without limitation, the right to terminate. Notwithstanding any provision hereof, neither Owner's receipt of non-compliant bonds or non-compliant insurance certificates nor Owner's allowance of Contractor to proceed with the Work, shall be construed to relieve Contractor of its obligation to provide bonds and insurance in favor of Owner according to the requirements of these Contract Documents.

Contractor agrees that Owner shall not be precluded or estopped by any action taken or thing done, written or oral, including, but not limited to, inspections made, payments made, or final completion of the Work, from showing that the actual amount and character of the Work done and equipment and materials furnished by Contractor do not in fact conform to the Plans, Technical Specifications or other Contract Documents. Contractor also agrees that Owner shall not be precluded or estopped because of any action taken or not taken, from demanding and recovering from Contractor any damages resulting therefrom or from the Contractor's other failure to comply with the Contract Documents.

In the event of termination by Owner of Contractor's performance under the Contract for convenience, on account of Force Majeure, or by reason of Contractor's default, no rights or

remedies of Owner shall thereby be waived, nor shall any breach by Contractor of the provisions in the Contract Documents which has occurred or is continuing at the time of such termination be waived, regardless of whether or not default has been declared.

- 12.04. OWNER'S AUDIT RIGHTS. Owner's duly authorized representatives shall have access at all reasonable times to all Contractor's and subcontractor's personnel, job description, employment and qualification records, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, data stored in computers, and memoranda of every description pertaining to Work for the purpose of auditing and verifying costs of Work or for any other reasonable purpose. Owner's representatives shall have the right to reproduce any of the aforesaid documents.

Contractor shall preserve and shall cause its subcontractors to preserve all the aforesaid documents for a period of five (5) years after completion and acceptance of termination of Work.

If audit by Owner reveals charges or costs charged to or paid by Owner as costs or fees which are not proper or exceed the rates or amounts permitted under the Contract Documents for any such matters, the Owner shall be entitled upon demand for a refund from Contractor of all such amounts, plus interest thereon from the date of payment by Owner until the date of refund by Contractor at the rate of the lesser of: (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by law.

- 12.05. NO ASSIGNMENT. Contractor shall not be allowed to assign or otherwise convey all or any portion of this Contract without the express written consent of Owner.

- 12.06. CUMULATIVE RIGHTS AND REMEDIES. The rights and remedies of Owner provided in the Contract Documents shall be cumulative of and not in lieu of all other rights and remedies available to Owner at law or in equity. It is expressly agreed that exercise of a right or pursuit by Owner of any one or more of the remedies provided in the Contract Documents or otherwise available at law or in equity shall not constitute an election of remedies by Owner or forfeiture of any other right of Owner.

- 12.07. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors.

- 12.08. PREVAILING PARTY RECOVERS ATTORNEYS' FEES. Subject to Local Government Code 271.153, the prevailing party of any dispute, as set forth herein, shall be entitled to recover reasonable and necessary attorney's fees. If a party claiming a right to payment of an amount in dispute is awarded all or substantially all of such disputed amount, then such claiming party shall be the prevailing party. If the party defending against such claim is found to be not liable to pay all or substantially all of the disputed amounts claimed by the other party, then the party so defending against such claim shall be the prevailing party. If both parties prevail with respect to different claims, then the party who is prevailing with respect to the greater monetary sum shall be deemed the prevailing party. Notwithstanding anything to the contrary, nothing herein waives any immunities from suit or damages to which the Owner is entitled.

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# ATTACHMENT A

## TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm, or agency	
Address (Street & number, P.O. box or route number)	Phone (Area code and number)
City, state, ZIP code	

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 form:

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:

Texas Tax Code, Section 151.311

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

*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.*

Purchaser Sign here →	Title	Date
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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.**

**SPECIAL CONDITIONS OF THE AGREEMENT**

**SPECIAL CONDITIONS OF THE AGREEMENT**

**PART A**

**I. BUILDER'S RISK INSURANCE OR INSTALLATION FLOATER INSURANCE**

- A. Builder's Risk. Unless otherwise provided in the Agreement and before beginning the Work, Contractor shall purchase and maintain builder's risk insurance, if available, upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof from an insurer rated by Best's A- and VII or better. This insurance shall:
- i. include the Owner, Contractor, all Subcontractors, and any individuals or entities required by the Special Conditions to be insured under such builder's risk policy, as insureds. For purposes of the remainder of this Section I.A. through I.O., and any corresponding Special Conditions of the Agreement Part A, the parties required to be insured shall collectively be referred to as "insureds."
  - ii. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Special Conditions of the Agreement Part A. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current, earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - iii. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Agreement; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - iv. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  - v. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or supplier).
  - vi. extend to cover damage or loss to insured property while in transit.

**SPECIAL CONDITIONS OF THE AGREEMENT**

- vii. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  - viii. allow for the waiver of the insurer's subrogation rights, as set forth below.
  - ix. not include a co-insurance clause.
  - x. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  - xi. include performance/hot testing and start-up.
  - xii. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. **Installation Floater.** If builder's risk insurance is not generally available in the insurance marketplace for the Work, the Contractor shall obtain an installation floater insurance policy acceptable to Owner, or other acceptable equivalent policy as follows:
- ☐ No Installation Floater is required.
  - ☒ The Installation Floater shall be in the amount of all installed, fabricated, or erected property being incorporated into the Work under the Contract.
- Such policy shall cover all risks of physical loss or damage, including flood and earthquake, to the Work. Such coverage shall continue in full force and effect pursuant to Subparagraph I.A.xiii. The installation floater or equivalent policy shall name the Owner, Contractor, and any individuals or entities required by the Special Conditions to be insured under such installation floater, as insureds.
- C. **Contract with No Property.** Neither builder's risk insurance nor an installation floater is required under the Contract when the Engineer determines the Work does NOT involve installation, fabrication, or erection of any property, including but not limited to any fixtures, materials, or equipment, which could be covered under such policies. The risk of loss, however, still remains with the Contractor pursuant to the Contract Documents.
- D. **Insurance Certificates.** Before beginning the Work under this Agreement, Contractor shall furnish certificates of insurance to Owner with endorsements evidencing that the insurance required under this Section I is in full force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.
- E. **Accuracy of Information.** Contractor warrants the accuracy of all information shown on each certificate furnished to Owner by Contractor or on Contractor's behalf by Contractor's broker or other representative.



**SPECIAL CONDITIONS OF THE AGREEMENT**

- F. Notice of Cancellation or Change. The Builder's risk, installation floater and all the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Section I of the Special Conditions of the Agreement Part A will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least seven (7) days prior written notice has been given to the purchasing policyholder. Within three (3) days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- G. Deductibles. The purchaser of any required builder's risk, installation floater, or other property insurance shall pay all premiums and costs not covered because of the application of a policy deductible or self-insured retentions.
- H. Partial Occupancy or Use by Owner. If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the insurer. The builder's risk, installation floater, or equivalent policy of insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may be removed from coverage under the builder's risk policy, installation floater or equivalent policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance, installation floater, or equivalent policy.
- I. Additional Insurance. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk, installation floater, or other property insurance policies provided under this Section I of the Special Conditions of the Agreement Part A, it may do so at Contractor's expense.
- J. Insurance of Other Property. If the express insurance provisions of the Agreement do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount. The entity or individual procuring the insurance is responsible for payment of premiums.
- K. Non-Waiver - No Limitation of Owner's Rights. Contractor unilaterally agrees to comply with the provisions of this Section. Accordingly, Owner's knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to Owner, shall not affect Owner's rights and shall not result in a waiver or otherwise limit or impair Owner's remedies for Contractor's failure to comply with the requirements of this Section.
- L. No Impairment or Waiver of Rights. Nothing contained in this Section shall restrict, limit, impair or waive Owner's rights or Contractor's duties under the other terms of this Agreement or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude Owner from recovery against Contractor for any liability arising under this Agreement or under law.
- M. Automatic Reformation to Conform to Law. The parties intend this Agreement to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect

**SPECIAL CONDITIONS OF THE AGREEMENT**

and affecting the validity or enforceability of any provision of this Agreement are made a part hereof and shall operate to amend this Agreement to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Agreement shall continue in full force and effect.

**N. Waiver of Rights.**

- i. All policies purchased in accordance with this Section I of the Special Conditions of the Agreement Part A, expressly including the builder's risk policy and installation floater policy or equivalent policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies to the extent of actual coverage under such policies; and, in addition, waive all such rights against all individuals or entities identified in the Special Conditions of the Agreement Part A as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- ii. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Special Conditions of the Agreement Part A as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance, installation floater and any other property insurance applicable to the Work.

**O. Receipt and Application of Property Insurance Proceeds.**

- i. Any insured loss under the builder's risk, installation floater or other policies of insurance required by this Section I of the Special Conditions of the Agreement Part A will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within fifteen (15) days after notice of such claim.
- ii. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause.

**SPECIAL CONDITIONS OF THE AGREEMENT****II. LIABILITY INSURANCE**

- A. **Insurance Certificates.** In addition to the coverages described and required in Section I above and before beginning the Work under this Agreement, Contractor shall furnish certificates of insurance to Owner evidencing that the insurance required below is in force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.
- B. **Accuracy of Information.** Contractor warrants the accuracy of all information shown on each certificate furnished to Owner by Contractor or on Contractor's behalf by Contractor's broker or other representative.
- C. **Minimum Required Insurance and Minimum Limits of Liability.** Before beginning the Work, and throughout performance of the Work and the term of this Agreement, Contractor shall obtain and maintain in force and effect, at Contractor's sole expense, insurance of the following types and amounts from insurance rated by Best's A- and VII or better:
- i. **Workers' Compensation Insurance** affording statutory benefits in accordance with all requirements of the Texas Workers' Compensation Act and covering Contractor's employees.
  - ii. **Employer's Liability Insurance** with limits of not less than \$1,000,000 per accident or disease.
  - iii. **Commercial General Liability Insurance**, including coverage for bodily injury and property damage, personal and advertising injury, the products-completed operations hazard, and insured contracts, applicable in Texas, on a form no less broad than the Insurance Services Office ("ISO") CG 00 01 form dated 2004 or thereafter, and with limits of not less than:
    - (1) Each Occurrence - \$1,000,000
    - (2) General Aggregate - \$2,000,000
    - (3) Products-Completed Operations Aggregate - \$2,000,000
    - (4) Personal & Advertising Injury - \$1,000,000
  - iv. **Business Automobile Liability Insurance**, including coverage for bodily injury and property damage, on a form no less broad than the ISO CA 00 01 form dated 2010 or thereafter, with limits of not less than \$1,000,000 combined single limit for each accident and covering owned, hired or leased, and non-owned autos.
  - v. **Excess or Umbrella Liability Insurance**, affording coverage no less broad than, and applying excess of the limits of liability, of the policies required by II.C.ii., II.C.iii., and II.C.iv., above, with limits of not less than \$2,000,000 per occurrence and in the aggregate.

**SPECIAL CONDITIONS OF THE AGREEMENT**

- D. Additional Insurance or Limits. Paragraphs II.C, above, states the minimum types of liability insurance and limits of liability required by this Agreement in connection with the Work. Contractor may, in its sole discretion, procure additional insurance or higher limits of liability at Contractor's sole expense.
- E. Additional Insureds. To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by II.C.iii., II.C.iv., and II.C.v., above, shall be endorsed to provide that the Indemnified Parties (collectively, "the Additional Insureds"), are added as additional insureds for liability arising out of the Work, to include liability based on either alleged fault or vicarious liability. Such additional insured coverage shall not be limited to liability caused by Contractor or Contractor's fault. The Additional Insureds shall be afforded additional insured status on the policies required by paragraphs II.C.iii and II.C.v, above, under a combination of the ISO CG 20 10 10 01 and ISO CG 20 37 10 01 endorsements.
- F. Primary/Non-Contributing. The insurance policies required by II.C.iii., II.C.iv., and II.C.v., above, shall provide that the Additional Insureds are covered on a primary basis. Also, the insurance policies required by II.C.iii., II.C.iv., and II.C.v., above shall be endorsed to provide that Contractor's insurers will not seek contribution or recovery from such other insurance as may be available to the Additional Insureds.
- G. Insurance Required of Contractor's Subcontractors. Contractor shall require all subcontractors who will perform any of the Work to obtain the same insurance and limits of liability as required by II.C., above. Contractor shall also require all such subcontractors to cause their insurers to waive subrogation to the same extent as required of Contractor's insurers by the following provision, H. Contractor shall obtain Certificates of Insurance from its subcontractors before they begin any of the Work and, upon request, shall provide copies thereof to Owner.
- H. Waiver of Subrogation in Favor of Indemnified Parties. The parties intend that none of Contractor's insurers shall subrogate against the Indemnified Parties. Accordingly, Contractor agrees to cause all of its insurers—not limited to insurers underwriting the policies required above—to waive subrogation against the Indemnified Parties and its directors. **For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor against Indemnified Parties for any loss, damage or liability that is covered by Contractor's insurance, regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of the Indemnified Parties.** The foregoing waiver and release is effective even if Contractor fails to obtain the required insurance.
- I. Notice of Cancellation, Modification or Impairment of Limits. The policies required above shall be endorsed to provide that they will not be canceled, or the coverage or limits of liability thereunder materially changed, without at least seven (7) days' prior written notice to Owner.
- J. Notice of Impairment of Limits. Contractor shall give written notice to Owner no later than seven (7) days after the date on which an impairment of a required aggregate limit, due to the payment of a claim or defense expense, reduces the available aggregate limit to an amount 50% or less than the aggregate limit required above. If Contractor's available excess insurance will



**SPECIAL CONDITIONS OF THE AGREEMENT**

not drop down and comply with paragraph II.C. of these insurance requirements, Owner may require reinstatement of an impaired aggregate limit up to the amount required.

- K. Information Concerning Contractor's Insurance Program. If Owner has questions concerning Contractor's casualty insurance program, Contractor agrees to promptly answer them. Complete, true and correct copies of each policy required above shall be furnished to Owner promptly upon Owner's request, but Contractor may redact payroll and premium information. Contractor agrees to cooperate with Owner, and with Owner's insurance broker, in the event Owner elects to seek or obtain additional insurance benefiting Owner. Contractor also provides Owner permission to communicate with Contractor's insurance broker regarding coverages required under the Contract Documents.
- L. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate, or knowingly permit to be violated, any condition of the insurance policies required in these Special Conditions of the Agreement Part A. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the Work, with a copy to Owner.
- M. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not Owner, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above.
- N. Non-Waiver - No Limitation of Owner's Rights. Contractor unilaterally agrees to comply with the provisions of these Special Conditions of the Agreement Part A. Accordingly, Owner's knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to Owner, shall not affect Owner's rights and shall not result in a waiver or otherwise limit or impair Owner's remedies for Contractor's failure to comply with the requirements of this Section.
- O. No Impairment or Waiver of Rights. Nothing contained in these Special Conditions of the Agreement Part A shall restrict, limit, impair or waive Owner's rights or Contractor's duties under the other terms of this Agreement or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude Owner from recovery against Contractor for any liability arising under this Agreement or under law.
- P. Automatic Reformation to Conform to Law. The parties intend this Agreement to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect and affecting the validity or enforceability of any provision of this Agreement are made a part hereof and shall operate to amend this Agreement to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Agreement shall continue in full force and effect.
- Q. Term of Insurance Requirements. All of the foregoing insurance requirements shall survive termination of this Agreement. All required insurance shall continue for at least thirty (30) days after final completion of the Work, to include performance of all warranty work.

**III. WORKERS' COMPENSATION INSURANCE COVERAGE****A. Definitions.**

- i. **Certificate of Coverage ("Certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement DWC-81, DWC-82, DWC-83, or DWC-84, showing statutory Workers' Compensation Insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- ii. **Duration of the Project** - Includes the time from the beginning of the Work on the Project until the Contractor's/person's Work on the Project has been completed and accepted by the governmental entity and the warranty period has expired.
- iii. **Persons Providing Services on the Project ("Subcontractor" in §406.096 of the Texas Labor Code)** - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project.
- iv. **"Services"** - Include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

**SPECIAL CONDITIONS OF THE AGREEMENT**

- ii. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing Services on the Project.
- H. The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing Services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:
  - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - 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:
    - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
    - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - v. retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
  - vi. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

**SPECIAL CONDITIONS OF THE AGREEMENT**

vii. contractually require each person with whom it contracts, to perform as required by Paragraphs III.I.i through III.I.vi., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

**IV. BONDS under INSTRUCTIONS TO BIDDERS is revised to add the following:**

It is further agreed by the Parties to this Contract that Contractor will execute the Bonds required under the Instructions to Bidders for the satisfactory performance of the Work, the fulfillment of any guarantees required, and the prompt payment to all persons supplying labor and materials in the prosecution of the Work, in accordance with this Contract on the forms provided for this purpose; and it is agreed that this Contract shall not be in effect until such **Bonds** are furnished and approved by Owner. Upon increase of the Contract Price authorized by Change Order, Contractor shall immediately provide revised **Bonds** for such increased Contract Price. Contractor's failure to provide compliant **Bonds** may be grounds for immediate termination regardless of whether the Contractor has started work on the Project.

All **Bonds** shall be in the form prescribed by the Contract Documents except as required otherwise by Laws or Regulations, 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 Bureau of Fiscal Service, Surety Bond Branch, United States Department of the Treasury. All **Bonds** signed by an agent must be accompanied by a certified copy of the agent's authority to act.

The person executing the bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the Texas Department of Insurance.

If the surety on any **Bond** furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements herein Contractor shall promptly notify Contractor, Owner, and Engineer and shall, within ten (10) calendar days after the event giving rise to such notification, provide another **Bond** and surety to fulfill the required obligations.

**V. PREVAILING WAGE RATE SCALE.** Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this Project and shall specify in



**SPECIAL CONDITIONS OF THE AGREEMENT**

the call for bids and in the Contract the minimum wage rates which shall be paid for each type of Worker. This statute further provides that the Contractor or subcontractors shall pay a penalty to the Owner of Sixty Dollars (\$60) for each Worker employed for each calendar day or part for the day that the Worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute also requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each Worker. These records shall be open to the inspection of the Owner.

The minimum wage rates that apply to this Contract are those shown in the Attachment A.

**VI. ECONOMIC DISINCENTIVE.** The Contractor and the Owner agree that time is of the essence of this Contract. Therefore, the Contractor and the Owner agree that for each and every calendar day the Work or any portion thereof shall remain uncompleted after the expiration of the time limit(s) set in the Contract, or as extended under the provisions of these General Conditions (including, without limitation, due to a delay caused by Contractor's failure to comply with the Contract Documents or due to Owner's termination of Contractor for default under the Contract Documents), Contractor shall be liable to Owner for \$500 day in economic disincentive damages pursuant to Section 49.271(e), Texas Water Code. Owner may elect to withhold Liquidated Damages or Economic Disincentive damages, but Owner may not collect on both Liquidated Damages and Economic Disincentive damages.

**VII. WAIVER OF CHAPTER 2272 CLAIMS PROCEDURES.** Owner and Contractor mutually agree that Chapter 2272 of Subtitle F, Title 10, of the Government Code ("Chapter 2272"), shall not apply to the Work. Owner and Contractor waive the application of Chapter 2272, if any, to the Contract. Instead, Owner and Contractor agree to follow the claims procedures in the General Conditions of the Contract Documents.

**VIII. ARTICLE I. DEFINITIONS under GENERAL CONDITIONS** is revised to add the following definitions:

Contracting Information means the following:

- (1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- (2) solicitation or bid documents relating to a contract with a governmental body;
- (3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- (4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- (5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

**SPECIAL CONDITIONS OF THE AGREEMENT**

**IX. ARTICLE I. DEFINITIONS under GENERAL CONDITIONS is modified as follows:**

The definition of Contract includes the Agreement and Contract Documents. The definition of Contract Documents includes the Contract. The Instructions to Bidders is a part of the Contract Documents.

**X. ARTICLE II. CONTRACT DOCUMENTS under GENERAL CONDITIONS is revised to add the following section:**

**Section 2.02. CONTRACTING INFORMATION.** If the Contract Price is equal to or greater than \$1,000,000, Contractor, pursuant to the Government Code Section 552.372, shall:

- (1) preserve all Contracting Information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract;
- (2) promptly provide to the Owner any Contracting Information related to the Contract that is in the custody or possession of the Contractor on request of the Owner; and
- (3) on Final Completion of the Contract, provide at no cost to Owner all Contracting Information related to the Contract that is in the custody or possession of the Contractor or preserve the Contracting Information related to this Contract as provided by the records retention requirements of the Owner.

**The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and/or Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.**

**XI. HOUSE BILL 89 VERIFICATION.** By signing and entering into this Agreement, Contractor verifies, pursuant to the Government Code Section 2271.002, it does not boycott Israel and will not boycott Israel during the term of this Agreement.

**XII. ANTI-TERRORISM VERIFICATION.** Contractor hereby represents and warrants that at the time of this Agreement neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

**ATTACHMENT A – PREVAILING WAGE RATE**

Copy

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53  
RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE  
FOR ENGINEERING CONSTRUCTION

WHEREAS, Brazoria County Municipal Utility District No. 53 (the "District"), has been legally created by a special act of the Texas Legislature pursuant to Senate Bill 1845, 2013 Regular Session; and

WHEREAS, Chapter 2258, Texas Government Code, Prevailing Wage Rates ("Chapter 2258"), requires a public body to determine the general prevailing wage rate for classes of workers in the locality in which a public work project is to be performed; and

WHEREAS, Chapter 2258 authorizes the Board of Directors of the District to adopt a Prevailing Wage Rate Scale for Engineering Construction establishing minimum rates to be paid by all contractors in connection with all District engineering construction projects; and

WHEREAS, the Board concurs that it is in the best interests of the District to adopt the prevailing wage rates of Brazoria County; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53 THAT:

Section 1: The Board hereby adopts the prevailing wage rates previously adopted and utilized by Brazoria County for public work projects. When, and to the extent, Brazoria County amends its prevailing wage rates, such amended rates shall be considered the prevailing wage rates of the District effective upon such amendment by Brazoria County. Nothing in this Resolution Adopting Prevailing Wage Rates in any way prohibits the payment to workers of amounts greater than the prevailing wage rates adopted by the District.

Section 2: Contractors and subcontractors on District construction projects shall be responsible to ascertain the then-current prevailing wage rates adopted and utilized by Brazoria County, obtain a copy of same from Brazoria County, and to pay at least such minimum wage rates for the classes of workers described therein.

Section 3: The District's engineer is hereby directed and authorized to include this Resolution Adopting Prevailing Wage Rates in: 1) the call for the bids for District construction contracts, and 2) in the District construction contracts themselves.



PASSED and APPROVED this 7th day of May, 2019.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors



Copy

**SPECIAL CONDITIONS OF THE AGREEMENT**

**SPECIAL CONDITIONS OF THE AGREEMENT  
PART B**

1. Name and Location of Project.

Work covered by these Technical Specifications is entitled "Construction of Water, Sanitary, and Drainage for Sierra Vista West Sec. 4, Brazoria County, Texas."

2. Description of Work.

- a. Under this Contract, Contractor shall furnish all materials, appliances, tools, equipment, transportation, services, and all labor and superintendence necessary for the construction of the Work as described in these Technical Specifications and as shown on the Plans. The completed installation shall not lack any part that can be reasonably implied as necessary to its proper functioning or any subsidiary item that is customarily furnished, and Contractor shall deliver the installation to Owner in operating condition.
- b. The Work, in general, under this Contract includes the purchase, installation, and construction of all structures, equipment, and materials, including appurtenances, as indicated on the Plans.

Major items of construction and services required are designated as follows:

Construction of approximately 9,900 LF of sanitary sewer, approximately 10,200 LF of water line, and approximately 10,300 LF of storm sewer.

3. Technical Specifications.

- a. Technical Specifications are of the abbreviated, simplified or streamlined type and include incomplete sentences. The omission of words or phrases such as "Contractor shall," "in conformity therewith," "shall be," "as noted on Plans," "according to Plans," "a," "an," "the," and "all," are intentional. Omitted words or phrases shall be supplied by inference in same manner as they are when a "note" occurs on Plans.
- b. The Technical Specifications are interpreted to require that Contractor shall provide all items, articles, materials, operation or methods listed, mentioned, or scheduled either on Plans or specified herein, or both, including all labor, materials, equipment, and incidentals necessary and required for their completion.
- c. Whenever the words "designated," "submitted," "observed," or similar words or phrases are used, it shall be assumed that the word "Engineer" follows the verb as the object of the clause, such as "observed by Engineer."
- d. All references to standard Technical Specifications or manufacturer's installation directions shall mean the latest edition thereof on the date BIDS are due unless specifically noted otherwise.
- e. Reference to technical society, organization or body is made in Technical Specifications in accordance with following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute

**SPECIAL CONDITIONS OF THE AGREEMENT**

ASTM	American Society for Testing and Materials
AWWA	American Waterworks Association
FS	Federal Specifications
PCA	Portland Cement Association
IEEE	Institute of Electrical and Electronic Engineers
NEC	National Electric Code
UL	Underwriters' Laboratories
AISI	American Iron and Steel Institute
API	American Petroleum Institute
IPCEA	Insulated Power Cable Engineers Association
NEMA	National Electrical Manufacturers Association
AWS	American Welding Society
PCI	Prestressed Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute (Formerly ASA)

- f. Some City of Houston Technical Specification items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply.
4. Manufacturer's Representative.  
When required by Technical Specifications provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.
5. Plans: Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 4

**Sheet No.   Title**

- |    |   |
|----|---|
| 1  | TITLE SHEET & SHEET INDEX                   |
| 2  | GENERAL NOTES                               |
| 3  | PROJECT OVERALL                             |
| 4  | WATER & SANITARY OVERALL-EAST               |
| 5  | WATER & SANITARY OVERALL-WEST               |
| 6  | DRAINAGE OVERALL-EAST                       |
| 7  | DRAINAGE OVERALL-WEST                       |
| 8  | DRAINAGE CALCULATIONS                       |
| 9  | GRADING PLAN-EAST                           |
| 10 | GRADING PLAN-WEST                           |
| 11 | OFF-SITE SANITARY FORCEMAIN DEMOLITION PLAN |

**SPECIAL CONDITIONS OF THE AGREEMENT**

- 12 STORM WATER POLLUTION PREVENTION PLAN-EAST
- 13 STORM WATER POLLUTION PREVENTION PLAN-WEST
- 14 TRAFFIC SIGNAGE & PAVEMENT MARKINGS
- 15 TRUCKEE RIVER DRIVE STA (12+50 TO 20+00)
- 16 TRUCKEE RIVER DRIVE STA (20+00 TO 29+00)
- 17 GREAT BASIN DRIVE
- 18 WATERSHED DRIVE STA (0+50 TO 7+50)
- 19 ALPINE DRIVE & SNOWY RIDGE LANE
- 20 KINGS RIVER DRIVE STA (0+50 TO 6+50)
- 21 KINGS RIVER DRIVE STA (6+50 TO 11+50)
- 22 CASCADE CREEK DRIVE (STA 0+50 TO 9+50)
- 23 CASCADE CREEK DRIVE (STA 9+50 TO 13+00)
- 24 SCARLET CREEK DRIVE
- 25 WILDFLOWER VIEW DRIVE
- 26 PONDEROSA PINE DRIVE STA (9+00 TO 18+00)
- 27 PONDEROSA PINE DRIVE STA (17+50 TO 26+00)
- 28 PONDEROSA PINE DRIVE STA (26+00 TO 31+00)
- 29 CRESENT PEAK DRIVE & CRESENT PEAK COURT
- 30 MOON VALLEY LANE
- 31 EMERSON PEAK DRIVE & STONE PEAK DRIVE
- 32 STORM OUTFALL 1 AND 2
- 33 CLEAR LAKE DRIVE STATION 10+50 TO 13+00
- 34 WATERLINE DETAILS – 1
- 35 WATERLINE DETAILS – 2
- 36 SAN. SEW. DETAILS – 1
- 37 SAN. SEW. DETAILS – 2
- 38 SAN. SEW. DETAILS – 3
- 39 STORM SEWER DETAILS – 1
- 40 STORM SEWER DETAILS – 2



**SPECIAL CONDITIONS OF THE AGREEMENT**

- 41 STORM SEWER DETAILS – 3
- 42 STORM SEWER DETAILS – 4
- 43 PAVING DETAILS – 1
- 44 PAVING DETAILS – 2
- 45 PAVING DETAILS – 3
- 46 PAVING DETAILS – 4
- 47 PAVING DETAILS – 5
- 48 STORM WATER POLLUTION PREVENTION DETAILS
- 49 STORM OUTFALL – DETAIL

Copy

AGREEMENT

STATE OF TEXAS }

COUNTY OF BRAZORIA }

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of December, 2020 by and between Brazoria County Municipal Utility District No. 53, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, of Harris County (the "Owner"), Clearwater Utilities, Inc., 22803 Schiel Road, Cypress, TX 77433, County of Harris, and State of Texas, hereinafter termed "Contractor."

All capitalized terms used herein shall be given the meanings set forth in the General Conditions. Manhard Consulting shall be referred to herein as the "Engineer."

For and in consideration of the mutual covenants hereinafter set forth, and under the conditions expressed in the Bonds bearing even date herewith, the Contractor and Owner hereby agree as follows:

Contractor shall commence and complete the Work generally described as follows:

Construction of Water, Sanitary, and Drainage Facilities  
in  
Sierra Vista West Sec. 4  
For  
Brazoria County Municipal Utility District No. 53,  
Brazoria County, Texas,

according to those particular Plans and Technical Specifications  
prepared by Manhard Consulting  
in the initial Contract Price of **\$2,527,119.30**.

and all Extra Work in connection therewith, under the terms as stated in the General and Special Conditions of the Agreement, and, at Contractor's own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Contract Documents, including, but not limited to, Invitation to Bidders, Instructions to Bidders, General and Special Conditions of the Agreement, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications, on file with Engineer. Contractor represents and warrants to the Owner that it has carefully examined this Agreement and all other Contract Documents, which are made a part of the Contract, and is thoroughly familiar therewith.

The Contractor hereby agrees to begin work within ten (10) calendar days after written Notice to Proceed has been given by Engineer. Contractor hereby also agrees to achieve Final Completion of

AGREEMENT

the Work within the construction duration specified in the bid form after the date of the written Notice to Proceed.

Owner agrees to pay Contractor for completion of the Work in accordance with the Contract Documents the initial Contract Price of **Two Million Five Hundred Twenty Seven Thousand One Hundred Nineteen Dollars and Thirty Cents (\$2,527,119.30)**, plus or minus any increases or decreases to the initial Contract Price as provided by the Contract. Contractor will be paid in current funds for the performance of the Contract in accordance with the Bid submitted therefor, subject to additions and deductions as approved by Change Order under the Contract Documents, and to make payments on account thereof as provided therein. If included as Attachment A, the Developer shall act as "Owner" for the purposes of payment.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Brazoria County Municipal Utility District No. 53  
Owner

By: 

Name: Robert Schmelt

Title: President

Clearwater Utilities, Inc.  
Contractor

By: 

Name: Dustin Bemy

Title: President

ATTEST:

  
Cale Kobza, Vice President

(The following to be executed if Contractor is a Corporation)

I, Cale Kobza, certify that I am the secretary of the Corporation named as Contractor herein; that Dustin Bemy who signed this Contract on behalf of Contractor, was then President of said Corporation; that said Contract was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: 

Corporate Seal

ATTACHMENT A TO AGREEMENT

Notwithstanding any other items, conditions, or provisions of the General or Special Conditions or any other provisions of the Contract Documents to the contrary, Brazoria County Municipal Utility District No. 53 ("District") shall be deemed and considered as Owner for all purposes under the Contract Documents, except as provided herein.

- I. Land Tejas Sierra Vista West, LLC. ("Developer") shall be considered the "Owner" for purposes of approving requests for and making payments to the Contractor of all or any portion of the Contract Price and for paying all damages, if any, that might ever be due or payable by the District, including any costs associated with any Change Orders to the Contract. After submission to and approval by the District and by Developer of the invoices, certificates and supporting documentation in connection with a request for payment, the Contractor agrees to and shall look solely to Developer for payment of such invoices. Developer agrees to pay Contractor's invoices for work performed, in accordance with the terms of the Contract Documents, in an aggregate amount not to exceed the Contract Price, plus Change Orders and Extra Work approved by the Board of Directors of the District and by Developer. Failure by Developer to make such payments to the Contractor shall constitute a default by Owner and shall entitle the Contractor to all rights and remedies arising under the Contract Documents for a default in payment of sums due the Contractor pursuant to the Contract Documents; provided, however, the District shall have no obligation for payment of sums due or to become due under the approved invoices or any part of the Contract Price.
- II. If District is not the owner in fee title of the Site, Developer shall also be considered the "Owner" for purposes of satisfying the Owner's obligation to provide to the Contractor the Site, rights-of-way for access to and from the Site, and such other lands that are designated for use of the Contractor in the Plans, and Developer hereby agrees to provide the Site, rights-of-way for access to and from the Site, and such other lands that are designated for use of the Contractor in the Plans, all in accordance with the Contract Documents.
- III. **IN CONSIDERATION FOR PAYMENT AND ACCESS PROVISIONS DESCRIBED ABOVE, DEVELOPER, ITS OFFICERS, DIRECTORS AND EMPLOYEES, SHALL BE INCLUDED AS INDEMNIFIED PARTIES AND ADDITIONAL INSURED AND SUBJECT TO ALL RIGHTS AFFORDED THEREBY UNDER THE CONTRACT DOCUMENTS, IN LAW AND IN EQUITY.** Contractor shall cause Developer, its officers, directors and employees, to be named as additional insureds to the same extent and in the same manner as Contractor is required to cause the District to be named as an additional insured pursuant to the Contract Documents. Contractor shall furnish the Developer with certificates of insurance showing Contractor's procurement of such required insurance.

Developer reserves the right to assign its obligations hereunder to District, subject to written acceptance thereof by the District. Developer further reserves the right to assign its obligations hereunder to a third party, subject to written consent of the District and the



Contractor, which consent shall not be unreasonably withheld, delayed or conditioned. A copy of any such assignment and the acceptance or consent thereof, as applicable, by the District shall be provided to the Contractor. Thereafter the assignee party shall be obligated to make all payments thereafter becoming due to the Contractor pursuant to this Contract and the obligations of Developer contained in the first paragraph of these Special Conditions shall terminate.


For purposes of convenient administration of this Contract, District may from time to time make payments due the Contractor pursuant to this Contract from funds available to the District; provided, however, no such payment by District will obligate District to make further payments due the Contractor or pursuant to this Contract unless and until District has accepted an assignment of Developer's obligations hereunder and a copy of the assignment and the District's acceptance is delivered to the Contractor, whereupon the District shall become liable for payment to the extent of the assignment.

If District breaches its obligations in any respect under the Contract Documents, before exercising any remedy the Contractor shall give written notice to Developer at the address below specifying the breach and the steps necessary to cure the breach and Developer shall have the right and power, within thirty (30) days after receipt of such notice, to cure or cause the breach to be cured, if it so elects, before Contractor exercises any of its remedies under the Contract Documents.

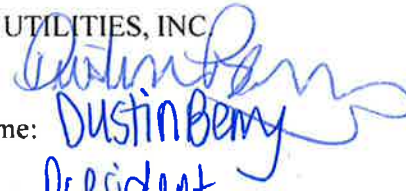
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063

District, Developer and Contractor hereby agree and acknowledge this Attachment A of the Agreement.

Land Tejas Sierra Vista West, LLC.

By:   
Name: Al P. Brende  
Title: President  
Date: 12/7/2020

CLEARWATER UTILITIES, INC

By:   
Name: Dustin Berry  
Title: President  
Date: 12/7/2020

BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 53

By:

Name:

Title:

Date:

*RSW*

*Robert Serreft*

*President*

*12/7/2020*

Copy

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Clearwater Utilities, Inc.  
Cypress, TX United States

**Certificate Number:**  
2020-597077

**Date Filed:**  
03/10/2020

**Date Acknowledged:**

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

Brazoria County Municipal Utility District No. 53

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

610.020011.00  
Construction of the Water, Sanitary, and Drainage Facilities for Sierra Vista West Section 4

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Berry, Dustin	Cypress, TX United States	X	
	Kobza, Cale	Cypress, TX United States	X	
	Wright, Alan	Magnolia, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

### 6 UNSWORN DECLARATION

My name is Dustin Berry, and my date of birth is 12/31/1970

My address is 22803 Peniel Road Cypress TX 77433 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 20 day of March, 2020  
(month) (year)

Dustin Berry  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Higginbotham Insurance Agency, Inc.  
11700 Katy Freeway, Suite 1100  
Houston TX 77079

CONTACT NAME: Ashley Enrique

PHONE (A/C, No, Ext): 817-349-2279

FAX (A/C, No): 817-347-6981

E-MAIL ADDRESS: aenrique@higginbotham.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Underwriters Ins Co

30104

INSURER B : Trumbull Insurance Company

27120

INSURER C : Hartford Casualty Insurance Co

29424

INSURER D : The Hanover Insurance Company

22292

INSURER E :

INSURER F :

INSURED  
Clearwater Utilities, Inc.  
22803 Schiel Road  
Cypress TX 77433

CLEAR67

## COVERAGES

CERTIFICATE NUMBER: 1216736742

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			61UEAHN6442	5/8/2019	5/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HIRED CAR PD <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			61UEAHN6443	5/8/2019	5/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61HHAHN6486	5/8/2019	5/8/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	61WEAADORSP	5/8/2019	5/8/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IHDD245996	5/8/2019	5/8/2020	Leased/Rented Item 600,000 Installation 1,000,000 Scheduled Equipment 12,534,110

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

## CERTIFICATE HOLDER

Brazoria County Municipal Utility District No. 53  
c/o Manhard Consulting\*  
2445 Technology Forest Blvd., Ste. 200  
The Woodlands TX 77381

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Clearwater Utilities, Inc. 22803 Schiel Road Cypress TX 77433	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

### **Endorsements:**

The Business Auto policy includes a blanket automatic additional insured endorsement Form #HA9916 09/10 that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder.  
 The Business Auto policy includes a blanket automatic waiver of subrogation endorsement #HA9916 09/10 that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording Form #HG0001 09/16  
 The General Liability policy includes a blanket automatic additional insured endorsement Form #HG0001 09/16 that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder. The General Liability policy includes a blanket automatic waiver of subrogation endorsement Form #HG0001 09/16 that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.  
 Contractual Liability is included per form #HG00010916

The Workers Compensation includes a Blanket Waiver of Subrogation Form #WC420304B and Blanket Alternate Employer endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Equipment Floater: Blanket Loss Payee as their interest may appear. Blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.

Commercial Umbrella policy: Includes Who is an insured includes "Any other persons or organizations included as an insured under the provisions of the scheduled underlying insurance shown in the Declarations of this policy and then only for the same coverage, except for limits of insurance, afforded under such scheduled underlying insurance" - General Liability, Automobile, Employers Liability are scheduled underlying insurance. Primary and Non-Contributory where required by written contract.

Certificate Holders will be provided 30 Days Notice of Cancellation except 10 days notice in the event of non payment of premium

RE: CW Job #29121 - Construction of Water, Sanitary, and Drainage Facilities in Sierra Vista West Sec 4

\*Certificate Holder Extended to Include: Land Tejas Sierra Vista West, LLC



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
  - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
  - (b) Any health or therapeutic service, treatment, advice or instruction; or
  - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
  - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
  - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:



- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working



directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### **g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## **2. Exclusions**

This insurance does not apply to:

### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### **i. Infringement Of Intellectual Property Rights**

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

### **j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.



For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

#### u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

#### w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

### COVERAGE C MEDICAL PAYMENTS

#### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 2. Exclusions

We will not pay expenses for "bodily injury":

##### a. Any Insured

To any insured, except "volunteer workers".

##### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

##### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

##### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.



Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
  - (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### d. Legal Representative If You Die

Your legal representative if you die, but only



with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Sub-paragraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal And Advertising Injury Limit**

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and



**b. Medical expenses under Coverage C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written



contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

**1. "Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

**2. "Advertising idea"** means any idea for an "advertisement".

**3. "Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**4. "Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**5. "Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

**6. "Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**8. "Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

**9. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**10. "Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

**11. "Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

**12. "Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained



primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**19. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**23. "Volunteer worker" means a person who**

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

**c. Does not include vending machines or other property rented to or located for the use of others but not sold.**

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

Copy



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS WAIVER OF OUR RIGHT TO  
RECOVER FROM OTHERS ENDORSEMENT**

**Policy Number: 61WEAAD0RSP**

**Effective Date: 05/08/2019**

**Named Insured and Address:**

**Clearwater Utilities Inc.**

**22803 Schiel Road**

**Cypress, TX 77433**

**Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out

of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**Schedule**

1. ☐ Special Waiver  
Name of person or organization

☒ Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:  
The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:



Copy

**PERFORMANCE BOND**

STATE OF TEXAS

Contract Date 12/7/2020

COUNTY OF BRAZORIA

Date Bond Executed 12/7/2020

PRINCIPAL Clearwater Utilities, Inc.

SURETY Argonaut Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million Five Hundred Twenty Seven Thousand One Hundred Nineteen Dollars and Thirty Cents (\$2,527,119.30)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 4 for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

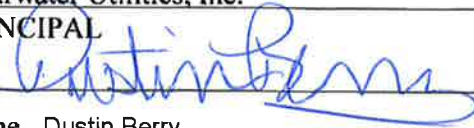
WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly performs the work in accordance with the plans, specifications and any other contract documents, during the original term of the Contract and any extensions thereof that may be granted by Owner, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.


This Bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions contained herein and in the Contract are applicable whether or not within the scope of said statute.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.


The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Clearwater Utilities, Inc.  
PRINCIPAL  
By   
Name Dustin Berry  
Title President  
Address 22803 Schiel Road  
Cypress, TX 77433


ATTEST

By   
Name Case Hoban  
Title Vice President

(SEAL)

Argonaut Insurance Company  
SURETY  
By   
Name Michael Maddux  
Title Attorney-in-Fact

ATTEST

By   
Name Todd Mohr  
Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290  
Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290  
Houston, TX 77065

Telephone: 281-640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone 713-952-9990

**Surety must attach its original Power of Attorney to this Bond.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Cale Kobza, certify that I am the secretary of the corporation named as Principal in the Bond; that Dustin Bemy, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

  
\_\_\_\_\_  
Signature of Corporate Secretary

(Corporate Seal)

**ATTACH POWER OF ATTORNEY**

Copy



**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of December, 2020



*James Bluzard*

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS  
ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

## **IMPORTANT NOTICE**

**To obtain information or make a complaint:**

**You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:**

### **ARGONAUT INSURANCE COMPANY**

**Please send all notices of claim on this bond to:**

**Argonaut Insurance Company  
Argo Surety Claims  
225 W. Washington St., 24th Floor  
Chicago, IL 60606**

**(833) 820-9137 (toll-free)**

**You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:**

**(512) 490-1007**

**You may write the Texas Department of Insurance:**

**P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### **PREMIUM OR CLAIM DISPUTES:**

**Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.**

### **ATTACH THIS NOTICE TO YOUR BOND:**

**This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.**

**PAYMENT BOND**

STATE OF TEXAS

Contract Date

12/7/2020

COUNTY OF BRAZORIA

Date Bond Executed

12/7/2020

PRINCIPAL Clearwater Utilities, Inc.

SURETY Argonaut Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million Five Hundred Twenty Seven**

**Thousand One Hundred Nineteen Dollars and Thirty Cents (\$2,527,119.30)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 4 for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the Bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Clearwater Utilities, Inc.  
PRINCIPAL

By [Signature]

Name Dustin Berry

Title President

Address 22803 Schiel Road

Cypress, TX 77433

ATTEST

By [Signature]

Name Cal Kobza

Title Vice President

(SEAL)

Argonaut Insurance Company

SURETY

By [Signature]

Name Michael Maddux

Title Attorney-in-Fact

ATTEST

By [Signature]

Name Todd Mohr

Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Telephone: 281-640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100, Houston, TX 77079


Agency Telephone 713-952-9990

**Surety must attach its original Power of Attorney to this Bond.**



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Cale Kobza, certify that I am the secretary of the corporation named as Principal in the Bond; that Dustin Bemj, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

  
Signature of Corporate Secretary (Corporate Seal)

Copy

ATTACH POWER OF ATTORNEY

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of December, 2020



James Bluzard, Vice President-Surety

## **IMPORTANT NOTICE**

**To obtain information or make a complaint:**

**You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:**

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**Argonaut Insurance Company  
Argo Surety Claims  
225 W. Washington St., 24th Floor  
Chicago, IL 60606**

**(833) 820-9137 (toll-free)**

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**P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### **PREMIUM OR CLAIM DISPUTES:**

**Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.**

### **ATTACH THIS NOTICE TO YOUR BOND:**

**This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.**

**MAINTENANCE BOND**

STATE OF TEXAS

Contract Date 12/7/2020

COUNTY OF BRAZORIA

Date Bond Executed 12/7/2020

PRINCIPAL Clearwater Utilities, Inc.

SURETY Argonaut Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million Five Hundred Twenty Seven**

**Thousand One Hundred Nineteen Dollars and Thirty Cents (\$2,527,119.30)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 4 for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.



Clearwater Utilities, Inc.

PRINCIPAL

By

Name Dustin Berry

Title President

Address 22803 Schiel Road

Cypress, TX 77433

ATTEST

By

Name

Title

(SEAL)

Argonaut Insurance Company

SURETY

By

Name Michael Maddux

Title Attorney-in-Fact

ATTEST

By

Name Todd Mohr

Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Telephone: 281-640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone 713-952-9990

**Surety must attach its original Power of Attorney to this Bond.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Cale Kobza, certify that I am the secretary of the corporation named as Principal in the Bond; that Dustin Berry, who signed the Bond on behalf of Principal, was then president of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

  
\_\_\_\_\_  
Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of December, 2020



James Bluzard, Vice President-Surety

**THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS  
ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.**

## **IMPORTANT NOTICE**

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### **ARGONAUT INSURANCE COMPANY**

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Argo Surety Claims  
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Chicago, IL 60606**

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Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### **PREMIUM OR CLAIM DISPUTES:**

**Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.**

### **ATTACH THIS NOTICE TO YOUR BOND:**

**This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.**





January 12, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 1 submitted by Clearwater Utilities, Inc. for the referenced project covering work performed between the period of 12/7/2020 to 12/25/2020. Included with this estimate are the Conditional Waiver and Affidavit of Bills Paid.

As of 12/25/2020, the project was approximately 9% complete by contract amount and 16% complete by contract time. Our field project representative periodically observed the work performed by Clearwater Utilities, Inc.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Clearwater Utilities, Inc. during the subject period and therefore, we recommend payment in the amount of **\$213,983.10** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

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CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
Contractor: Clearwater Utilities, Inc.  
Project: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Job No: 610.020011.00  
Engineer: Elevation Land Solutions  
NTP Date: December 7, 2020  
Contract Duration: 115 Calendar Days  
Contract Completion: April 1, 2021  
Current Period: 12/7/2020 to 12/25/2020

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
Net Change:			\$ -

The current status on the account for this Contract is as follows:

1. Original Contract Total		\$ 2,527,119.30
2. Net Changes by Change Order		
3. Contract Sum to Date (Line 1 + 2)		\$ 2,527,119.30
4. Total Completed & Stored to Date		\$ 237,759.00
5. Retainage		
a. 10% of Completed Work	\$ 23,775.90	
Total Retainage(Lines 5a +5b)		\$ 23,775.90
6. Total Earned Less Retainage		\$ 213,983.10
(Line 4 Less Line 5 Total)		
7. Less Previous Certificates for Payment		\$ -
(Line 6 from Prior Certificate)		
8. Current Payment Due		\$ 213,983.10
9. Balance to Finish, Including Retainage		
(Line 3 Less Line 6)	\$ 2,313,136.20	

\*Percent Complete by Duration 16%

\*Percent Complete by Cost 9%



**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Clearwater Utilities, Inc.  
**Project:** Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
**Job No.:** 610.020011.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	6,511.00	LF	\$ 22.50	\$ 146,497.50	3,500.00	\$ 78,750.00		\$ -	3,500.00	\$ 78,750.00	54%
2.	8 - inch AWWA C-900 Class 150 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	403.00	LF	\$ 24.00	\$ 9,672.00		\$ -		\$ -	0.00	\$ -	0%
3.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	2,523.00	LF	\$ 30.00	\$ 75,690.00		\$ -		\$ -	0.00	\$ -	0%
4.	6 - inch Near Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	86.00	EA	\$ 769.00	\$ 66,134.00		\$ -		\$ -	0.00	\$ -	0%
5.	6 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	58.00	EA	\$ 2,076.00	\$ 120,408.00		\$ -		\$ -	0.00	\$ -	0%
6.	6 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 2,101.00	\$ 4,202.00		\$ -		\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	8 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 3,602.00	\$ 7,204.00		\$ -		\$ -	0.00	\$ -	0%
8.	8 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	1.00	EA	\$ 3,877.00	\$ 3,877.00		\$ -		\$ -	0.00	\$ -	0%
9.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	66.00	EA	\$ 2,802.00	\$ 184,932.00	16.00	\$ 44,832.00		\$ -	16.00	\$ 44,832.00	24%
10.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	5.00	EA	\$ 1,200.00	\$ 6,000.00		\$ -		\$ -	0.00	\$ -	0%
11.	External drop connection, as shown in plans, Complete in Place.	5.00	EA	\$ 431.00	\$ 2,155.00		\$ -		\$ -	0.00	\$ -	0%
12.	Remove and dispose of existing xx - inch sanitary sewer pipe.	227.00	LF	\$ 17.00	\$ 3,859.00		\$ -		\$ -	0.00	\$ -	0%
<b>WATER IMPROVEMENTS</b>												
13.	4 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	375.00	LF	\$ 13.00	\$ 4,875.00		\$ -		\$ -	0.00	\$ -	0%
14.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	325.00	LF	\$ 16.00	\$ 5,200.00		\$ -		\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
15.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	5,872.00	LF	\$ 23.00	\$ 135,056.00		\$ -		\$ -	0.00	\$ -	0%
16.	4 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	93.00	LF	\$ 22.00	\$ 2,046.00		\$ -		\$ -	0.00	\$ -	0%
17.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	115.00	LF	\$ 31.00	\$ 3,565.00		\$ -		\$ -	0.00	\$ -	0%
18.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	3,371.00	LF	\$ 27.00	\$ 91,017.00		\$ -		\$ -	0.00	\$ -	0%
19.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	5.00	EA	\$ 404.00	\$ 2,020.00		\$ -		\$ -	0.00	\$ -	0%
20.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	21.00	EA	\$ 4,124.00	\$ 86,604.00		\$ -		\$ -	0.00	\$ -	0%
21.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	2.00	EA	\$ 354.00	\$ 708.00		\$ -		\$ -	0.00	\$ -	0%
	<b>STORM SEWER IMPROVEMENTS</b>											

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
22.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	3,150.00	LF	\$ 45.00	\$ 141,750.00		\$ -		\$ -	0.00	\$ -	0%
23.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	1,814.00	LF	\$ 59.00	\$ 107,026.00		\$ -		\$ -	0.00	\$ -	0%
24.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,650.00	LF	\$ 56.00	\$ 92,400.00		\$ -		\$ -	0.00	\$ -	0%
25.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,750.00	LF	\$ 78.00	\$ 136,500.00		\$ -		\$ -	0.00	\$ -	0%
26.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	823.00	LF	\$ 101.00	\$ 83,123.00		\$ -		\$ -	0.00	\$ -	0%
27.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	355.00	LF	\$ 122.00	\$ 43,310.00		\$ -		\$ -	0.00	\$ -	0%
28.	60 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	278.00	LF	\$ 200.00	\$ 55,600.00		\$ -		\$ -	0.00	\$ -	0%
29.	66 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	242.00	LF	\$ 244.00	\$ 59,048.00		\$ -		\$ -	0.00	\$ -	0%
30.	72 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	270.00	LF	\$ 292.00	\$ 78,840.00		\$ -		\$ -	0.00	\$ -	0%
31.	Type "B-B" inlets including both first and second stage construction, Complete in Place.	22.00	EA	\$ 2,345.00	\$ 51,590.00		\$ -		\$ -	0.00	\$ -	0%
32.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2.00	EA	\$ 1,568.00	\$ 3,136.00		\$ -		\$ -	0.00	\$ -	0%
33.	Type "C" inlets including both first and second stage construction, Complete in Place.	73.00	EA	\$ 2,426.00	\$ 177,098.00		\$ -		\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
34 .	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	77.00	EA	\$ 2,087.00	\$ 160,699.00		\$ -		\$ -	0.00	\$ -	0%
35 .	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	8.00	EA	\$ 9,122.00	\$ 72,976.00		\$ -		\$ -	0.00	\$ -	0%
36 .	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	1.00	EA	\$ 10,882.00	\$ 10,882.00		\$ -		\$ -	0.00	\$ -	0%
37 .	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1.00	LS	\$ 9,656.00	\$ 9,656.00		\$ -		\$ -	0.00	\$ -	0%
38 .	Construct Articulated Concrete Block extreme event swale including excavation, grading, and compaction as shown in plans, Complete in Place.	970.00	SY	\$ 52.00	\$ 50,440.00		\$ -		\$ -	0.00	\$ -	0%
<b>ADDITIONAL ITEMS</b>												
39 .	Trench safety system, all depths, Complete in Place	19,588.00	LF	\$ 0.10	\$ 1,958.80	3,500.00	\$ 350.00		\$ -	3,500.00	\$ 350.00	18%
40 .	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	600.00	LF	\$ 25.00	\$ 15,000.00	600.00	\$ 15,000.00		\$ -	600.00	\$ 15,000.00	100%
41 .	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	600.00	LF	\$ 15.00	\$ 9,000.00	0.00	\$ -		\$ -	0.00	\$ -	0%
42 .	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	35.00	EA	\$ 150.00	\$ 5,250.00		\$ -		\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
43 .	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	25,764.00	CY	\$ 1.00	\$ 25,764.00	4,000.00	\$ 4,000.00		\$ -	4,000.00	\$ 4,000.00	16%
44 .	Contractor shall maintain existing filter fabric fence, lower stage inlet protection, stabilized construction entrance, sweep/clean adjacent streets to the project site, and sweep/clean proposed streets through the duration of the contract.	1.00	LS	\$ 758.00	\$ 758.00	1.00	\$ 758.00		\$ -	1.00	\$ 758.00	100%
45 .	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,515.00	\$ 1,515.00	1.00	\$ 1,515.00		\$ -	1.00	\$ 1,515.00	100%
46 .	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	95.00	EA	\$ 101.00	\$ 9,595.00		\$ -		\$ -	0.00	\$ -	0%
47 .	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	47.00	AC	\$ 707.00	\$ 33,229.00		\$ -		\$ -	0.00	\$ -	0%
48 .	Hydromulch areas within ROW and medians.	6.00	AC	\$ 1,364.00	\$ 8,184.00		\$ -		\$ -	0.00	\$ -	0%
49 .	Reinforced Filter Barrier	25,940.00	LF	\$ 1.00	\$ 25,940.00		\$ -		\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
50.	Installation and maintenance of concrete truck washout area as shown in plans and accordint to SWPPP requirements, Complete in Place.	1.00	LS	\$ 758.00	\$ 758.00		\$ -		\$ -	0.00	\$ -	0%
51.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1.00	LS	\$ 37,340.00	\$ 37,340.00	1.00	\$ 37,340.00		\$ -	1.00	\$ 37,340.00	100%
52.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1.00	LS	\$ 1,818.00	\$ 1,818.00		\$ -		\$ -	0.00	\$ -	0%
53.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1.00	LS	\$ 55,214.00	\$ 55,214.00	1.00	\$ 55,214.00		\$ -	1.00	\$ 55,214.00	100%
<b>TOTAL - BASE BID</b>					<b>\$ 2,527,119.30</b>		<b>\$ 237,759.00</b>		<b>\$ -</b>		<b>\$ 237,759.00</b>	

## TEXAS CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Sierra Vista West Sec. 4

On receipt by the signer of this document of a check from Brazoria County MUD No. 53 in the sum of \$213,983.10 payable to Clearwater Utilities, Inc. [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brazoria County MUD No. 53 located at Sierra Vista West Sec. 4 [location] to the following extent: Construction of Water, Drainage and Sanitary Facilities [job description].

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brazoria County MUD No. 53 as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date January 12, 2021

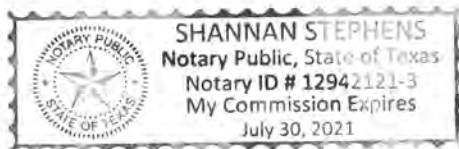
Clearwater Utilities Inc.

By Dustin Berry

Dustin Berry, President

STATE OF TEXAS §  
COUNTY OF HARRIS §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Dustin Berry, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



Shannan Stephens  
Name: Shannan Stephens  
Notary Public, State of Texas  
My commission expires: 7-30-2021

## Affidavit of Bills Paid

State of Texas  
County of Harris

OWNER: Brazoria County MUD No. 53

PROJECT: Sierra Vista West Sec. 4

CONTRACTOR: CLEARWATER UTILITIES, INC.

All just and lawful invoices against the above named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.

No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

CLEARWATER UTILITIES, INC.

By

*[Signature]*

Title

Subscribed and Sworn to before me, the undersigned authority, on this the 23<sup>rd</sup> day of December 2020.



*[Signature]*  
Notary Public for the State of Texas



January 25, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 2 submitted by Clearwater Utilities, Inc. for the referenced project covering work performed between the period of 12/26/2020 to 1/25/2021. Included with this estimate are the Conditional Waiver and Affidavit of Bills Paid.

As of 1/25/2021, the project was approximately 43% complete by contract amount and 23% complete by contract time. Our field project representative periodically observed the work performed by Clearwater Utilities, Inc.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Clearwater Utilities, Inc. during the subject period and therefore, we recommend payment in the amount of **\$313,336.98** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Sierra Vista West Section 4 WS&D\Pay Estimates\Sierra Vista West Sec 4 WS&D -Cover Letter-ELS.xlsm.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin



**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
Contractor: Clearwater Utilities, Inc.  
Project: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Job No: 610.020011.00  
Engineer: Elevation Land Solutions  
NTP Date: December 7, 2020  
Contract Duration: 115 Calendar Days  
Contract Completion: April 1, 2021  
Current Period: 12/26/2020 to 1/25/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO1	1/12/2021		\$ 58,600.00
<b>Net Change:</b>			\$ 58,600.00

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$ 2,527,119.30
<b>2. Net Changes by Change Order</b>	\$ 58,600.00
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$ 2,585,719.30
<b>4. Total Completed &amp; Stored to Date</b>	\$ 585,911.20
<b>5. Retainage</b>	
a. 10% of Completed Work	\$ 58,591.12
Total Retainage(Lines 5a +5b)	\$ 58,591.12
<b>6. Total Earned Less Retainage</b>	\$ 527,320.08
(Line 4 Less Line 5 Total)	
<b>7. Less Previous Certificates for Payment</b>	\$ 213,983.10
(Line 6 from Prior Certificate)	
<b>8. Current Payment Due</b>	\$ 313,336.98
<b>9. Balance to Finish, Including Retainage</b>	
(Line 3 Less Line 6)	\$ 2,058,399.22

\*Percent Complete by Duration 43%  
\*Percent Complete by Cost 23%



**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Clearwater Utilities, Inc.  
**Project:** Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
**Job No.:** 610.020011.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	6,511.00	LF	\$ 22.50	\$ 146,497.50	3,011.00	\$ 67,747.50	3,500	\$ 78,750.00	6,511.00	\$ 146,497.50	100%
2.	8 - inch AWWA C-900 Class 150 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	403.00	LF	\$ 24.00	\$ 9,672.00	403.00	\$ 9,672.00	-	\$ -	403.00	\$ 9,672.00	100%
3.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	2,523.00	LF	\$ 30.00	\$ 75,690.00	2,523.00	\$ 75,690.00	-	\$ -	2,523.00	\$ 75,690.00	100%
4.	6 - inch Near Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	86.00	EA	\$ 769.00	\$ 66,134.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
5.	6 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	58.00	EA	\$ 2,076.00	\$ 120,408.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
6.	6 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 2,101.00	\$ 4,202.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	8 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 3,602.00	\$ 7,204.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
8.	8 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	1.00	EA	\$ 3,877.00	\$ 3,877.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
9.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	66.00	EA	\$ 2,802.00	\$ 184,932.00	47.00	\$ 131,694.00	16	\$ 44,832.00	63.00	\$ 176,526.00	95%
10.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	5.00	EA	\$ 1,200.00	\$ 6,000.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
11.	External drop connection, as shown in plans, Complete in Place.	5.00	EA	\$ 431.00	\$ 2,155.00	5.00	\$ 2,155.00	-	\$ -	5.00	\$ 2,155.00	100%
12.	Remove and dispose of existing xx - inch sanitary sewer pipe.	227.00	LF	\$ 17.00	\$ 3,859.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
<b>WATER IMPROVEMENTS</b>												
13.	4 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	375.00	LF	\$ 13.00	\$ 4,875.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
14.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	325.00	LF	\$ 16.00	\$ 5,200.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
15.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	5,872.00	LF	\$ 23.00	\$ 135,056.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
16.	4 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	93.00	LF	\$ 22.00	\$ 2,046.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
17.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	115.00	LF	\$ 31.00	\$ 3,565.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
18.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	3,371.00	LF	\$ 27.00	\$ 91,017.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
19.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	5.00	EA	\$ 404.00	\$ 2,020.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
20.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	21.00	EA	\$ 4,124.00	\$ 86,604.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
21.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	2.00	EA	\$ 354.00	\$ 708.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
<b>STORM SEWER IMPROVEMENTS</b>												





Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
22.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	3,150.00	LF	\$ 45.00	\$ 141,750.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
23.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	1,814.00	LF	\$ 59.00	\$ 107,026.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
24.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,650.00	LF	\$ 56.00	\$ 92,400.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
25.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,750.00	LF	\$ 78.00	\$ 136,500.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
26.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	823.00	LF	\$ 101.00	\$ 83,123.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
27.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	355.00	LF	\$ 122.00	\$ 43,310.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
28.	60 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	278.00	LF	\$ 200.00	\$ 55,600.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
29.	66 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	242.00	LF	\$ 244.00	\$ 59,048.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
30.	72 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	270.00	LF	\$ 292.00	\$ 78,840.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
31.	Type "B-B" inlets including both first and second stage construction, Complete in Place.	22.00	EA	\$ 2,345.00	\$ 51,590.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
32.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2.00	EA	\$ 1,568.00	\$ 3,136.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
33.	Type "C" inlets including both first and second stage construction, Complete in Place.	73.00	EA	\$ 2,426.00	\$ 177,098.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
34 .	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	77.00	EA	\$ 2,087.00	\$ 160,699.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
35 .	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	8.00	EA	\$ 9,122.00	\$ 72,976.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
36 .	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	1.00	EA	\$ 10,882.00	\$ 10,882.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
37 .	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1.00	LS	\$ 9,656.00	\$ 9,656.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
38 .	Construct Articulated Concrete Block extreme event swale including excavation, grading, and compaction as shown in plans, Complete in Place.	970.00	SY	\$ 52.00	\$ 50,440.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
<b>ADDITIONAL ITEMS</b>												
39 .	Trench safety system, all depths, Complete in Place	19,588.00	LF	\$ 0.10	\$ 1,958.80	5,937.00	\$ 593.70	3,500	\$ 350.00	9,437.00	\$ 943.70	48%
40 .	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	600.00	LF	\$ 25.00	\$ 15,000.00	0.00	\$ -	600	\$ 15,000.00	600.00	\$ 15,000.00	100%
41 .	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	600.00	LF	\$ 15.00	\$ 9,000.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
42 .	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	35.00	EA	\$ 150.00	\$ 5,250.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
43.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	25,764.00	CY	\$ 1.00	\$ 25,764.00	2,000.00	\$ 2,000.00	4,000	\$ 4,000.00	6,000.00	\$ 6,000.00	23%
44.	Contractor shall maintain existing filter fabric fence, lower stage inlet protection, stabilized construction entrance, sweep/clean adjacent streets to the project site, and sweep/clean proposed streets through the duration of the contract.	1.00	LS	\$ 758.00	\$ 758.00	0.00	\$ -	1	\$ 758.00	1.00	\$ 758.00	100%
45.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,515.00	\$ 1,515.00	0.00	\$ -	1	\$ 1,515.00	1.00	\$ 1,515.00	100%
46.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	95.00	EA	\$ 101.00	\$ 9,595.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
47.	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	47.00	AC	\$ 707.00	\$ 33,229.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
48.	Hydromulch areas within ROW and medians.	6.00	AC	\$ 1,364.00	\$ 8,184.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
49.	Reinforced Filter Barrier	25,940.00	LF	\$ 1.00	\$ 25,940.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
50.	Installation and maintenance of concrete truck washout area as shown in plans and accordint to SWPPP requirements, Complete in Place.	1.00	LS	\$ 758.00	\$ 758.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
51.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1.00	LS	\$ 37,340.00	\$ 37,340.00	0.00	\$ -	1	\$ 37,340.00	1.00	\$ 37,340.00	100%
52.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1.00	LS	\$ 1,818.00	\$ 1,818.00	0.00	\$ -	-	\$ -	0.00	\$ -	0%
53.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1.00	LS	\$ 55,214.00	\$ 55,214.00	0.00	\$ -	1	\$ 55,214.00	1.00	\$ 55,214.00	100%
CO1	Increase in material price.	1.00	LS	\$ 58,600.00	\$ 58,600.00	1.00	\$ 58,600.00	-	\$ -	1.00	\$ 58,600.00	100%
TOTAL - BASE BID					\$ 2,585,719.30	\$ 348,152.20		\$ 237,759.00		\$ 585,911.20		



## TEXAS CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Sierra Vista West Sec. 4

On receipt by the signer of this document of a check from Brazoria County MUD No. 53 in the sum of \$313,336.98 payable to Clearwater Utilities, Inc. [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brazoria County MUD No. 53 located at Sierra Vista West Sec. 4 [location] to the following extent: Construction of Water, Drainage and Sanitary Facilities [job description].

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brazoria County MUD No. 53 as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date January 25, 2021

Clearwater Utilities Inc.

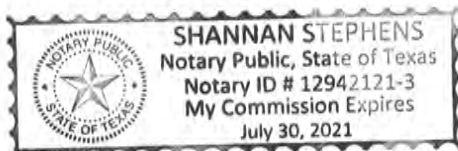
By Dustin Berry

Dustin Berry, President

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Dustin Berry, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



Name: Shannan Stephens  
Notary Public, State of Texas  
My commission expires: 7-30-2021

# Affidavit of Bills Paid

State of Texas  
County of Harris

OWNER: Brazoria County MUD No. 53

PROJECT: Sierra Vista West Sec. 4


CONTRACTOR: CLEARWATER UTILITIES, INC.

All just and lawful invoices against the above named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

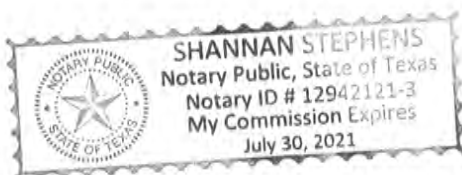
The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.


No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

**CLEARWATER UTILITIES, INC.**

  
By \_\_\_\_\_  
President  
Title \_\_\_\_\_

Subscribed and Sworn to before me, the undersigned authority, on this the 21<sup>st</sup> day of January 2021.



  
\_\_\_\_\_  
Notary Public for the State of Texas



March 2, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 3 submitted by Clearwater Utilities, Inc. for the referenced project covering work performed between the period of 1/26/2021 to 2/25/2021. Included with this estimate are the Conditional Waiver, Affidavit of Bills Paid and Consent of Surety to Reduction in or Partial Release of Retainage. Please note that retainage was reduced from 10% to 5%.

As of 2/25/2021, the project was approximately 57% complete by contract amount and 70% complete by contract time. Our field project representative periodically observed the work performed by Clearwater Utilities, Inc.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Clearwater Utilities, Inc. during the subject period and therefore, we recommend payment in the amount of **\$879,923.47** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Sierra Vista West Section 4 WS&D\Pay Estimates\Sierra Vista West Sec 4 WS&D -Cover Letter-ELS.xlsm.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
Contractor: Clearwater Utilities, Inc.  
Project: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Job No: 610.020011.00  
Engineer: Elevation Land Solutions  
NTP Date: December 7, 2020  
Contract Duration: 115 Calendar Days  
Contract Completion: April 1, 2021  
Current Period: 1/26/2021 to 2/25/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO1	1/12/2021		\$ 58,600.00
Net Change:			\$ 58,600.00

The current status on the account for this Contract is as follows:

1. Original Contract Total	\$ 2,527,119.30
2. Net Changes by Change Order	\$ 58,600.00
3. Contract Sum to Date (Line 1 + 2)	\$ 2,585,719.30
4. Total Completed & Stored to Date	\$ 1,481,309.00
5. Retainage	
a. 5% of Completed Work	\$ 74,065.45
Total Retainage(Lines 5a +5b)	\$ 74,065.45
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$ 1,407,243.55
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)	\$ 527,320.08
8. Current Payment Due	\$ 879,923.47
9. Balance to Finish, Including Retainage (Line 3 Less Line 6)	\$ 1,178,475.75

\*Percent Complete by Duration 70%  
\*Percent Complete by Cost 57%





**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Clearwater Utilities, Inc.  
**Project:** Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
**Job No.:** 610.020011.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	6,511.00	LF	\$ 22.50	\$ 146,497.50		\$ -	6,511	\$ 146,497.50	6,511.00	\$ 146,497.50	100%
2.	8 - inch AWWA C-900 Class 150 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	403.00	LF	\$ 24.00	\$ 9,672.00		\$ -	403	\$ 9,672.00	403.00	\$ 9,672.00	100%
3.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	2,523.00	LF	\$ 30.00	\$ 75,690.00		\$ -	2,523	\$ 75,690.00	2,523.00	\$ 75,690.00	100%
4.	6 - inch Near Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	86.00	EA	\$ 769.00	\$ 66,134.00		\$ -	-	\$ -	0.00	\$ -	0%
5.	6 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	58.00	EA	\$ 2,076.00	\$ 120,408.00		\$ -	-	\$ -	0.00	\$ -	0%
6.	6 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 2,101.00	\$ 4,202.00		\$ -	-	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	8 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 3,602.00	\$ 7,204.00		\$ -	-	\$ -	0.00	\$ -	0%
8.	8 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	1.00	EA	\$ 3,877.00	\$ 3,877.00		\$ -	-	\$ -	0.00	\$ -	0%
9.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	66.00	EA	\$ 2,802.00	\$ 184,932.00	3.00	\$ 8,406.00	63	\$ 176,526.00	66.00	\$ 184,932.00	100%
10.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	5.00	EA	\$ 1,200.00	\$ 6,000.00		\$ -	-	\$ -	0.00	\$ -	0%
11.	External drop connection, as shown in plans, Complete in Place.	5.00	EA	\$ 431.00	\$ 2,155.00		\$ -	5	\$ 2,155.00	5.00	\$ 2,155.00	100%
12.	Remove and dispose of existing xx - inch sanitary sewer pipe.	227.00	LF	\$ 17.00	\$ 3,859.00		\$ -	-	\$ -	0.00	\$ -	0%
<b>WATER IMPROVEMENTS</b>												
13.	4 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	375.00	LF	\$ 13.00	\$ 4,875.00		\$ -	-	\$ -	0.00	\$ -	0%
14.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	325.00	LF	\$ 16.00	\$ 5,200.00		\$ -	-	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
15.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	5,872.00	LF	\$ 23.00	\$ 135,056.00	2,400.00	\$ 55,200.00	-	\$ -	2,400.00	\$ 55,200.00	41%
16.	4 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	93.00	LF	\$ 22.00	\$ 2,046.00		\$ -	-	\$ -	0.00	\$ -	0%
17.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	115.00	LF	\$ 31.00	\$ 3,565.00		\$ -	-	\$ -	0.00	\$ -	0%
18.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	3,371.00	LF	\$ 27.00	\$ 91,017.00		\$ -	-	\$ -	0.00	\$ -	0%
19.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	5.00	EA	\$ 404.00	\$ 2,020.00		\$ -	-	\$ -	0.00	\$ -	0%
20.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	21.00	EA	\$ 4,124.00	\$ 86,604.00		\$ -	-	\$ -	0.00	\$ -	0%
21.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	2.00	EA	\$ 354.00	\$ 708.00		\$ -	-	\$ -	0.00	\$ -	0%
<b>STORM SEWER IMPROVEMENTS</b>												

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
22.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	3,150.00	LF	\$ 45.00	\$ 141,750.00	2,330.00	\$ 104,850.00	-	\$ -	2,330.00	\$ 104,850.00	74%
23.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	1,814.00	LF	\$ 59.00	\$ 107,026.00	810.00	\$ 47,790.00	-	\$ -	810.00	\$ 47,790.00	45%
24.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,650.00	LF	\$ 56.00	\$ 92,400.00	710.00	\$ 39,760.00	-	\$ -	710.00	\$ 39,760.00	43%
25.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,750.00	LF	\$ 78.00	\$ 136,500.00	1,430.00	\$ 111,540.00	-	\$ -	1,430.00	\$ 111,540.00	82%
26.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	823.00	LF	\$ 101.00	\$ 83,123.00	583.00	\$ 58,883.00	-	\$ -	583.00	\$ 58,883.00	71%
27.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	355.00	LF	\$ 122.00	\$ 43,310.00	355.00	\$ 43,310.00	-	\$ -	355.00	\$ 43,310.00	100%
28.	60 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	278.00	LF	\$ 200.00	\$ 55,600.00	258.00	\$ 51,600.00	-	\$ -	258.00	\$ 51,600.00	93%
29.	66 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	242.00	LF	\$ 244.00	\$ 59,048.00	242.00	\$ 59,048.00	-	\$ -	242.00	\$ 59,048.00	100%
30.	72 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	270.00	LF	\$ 292.00	\$ 78,840.00	270.00	\$ 78,840.00	-	\$ -	270.00	\$ 78,840.00	100%
31.	Type "B-B" inlets including both first and second stage construction, Complete in Place.	22.00	EA	\$ 2,345.00	\$ 51,590.00	11.00	\$ 25,795.00	-	\$ -	11.00	\$ 25,795.00	50%
32.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2.00	EA	\$ 1,568.00	\$ 3,136.00		\$ -	-	\$ -	0.00	\$ -	0%
33.	Type "C" inlets including both first and second stage construction, Complete in Place.	73.00	EA	\$ 2,426.00	\$ 177,098.00	20.00	\$ 48,520.00	-	\$ -	20.00	\$ 48,520.00	27%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
34.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	77.00	EA	\$ 2,087.00	\$ 160,699.00	48.00	\$ 100,176.00	-	\$ -	48.00	\$ 100,176.00	62%
35.	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	8.00	EA	\$ 9,122.00	\$ 72,976.00	5.00	\$ 45,610.00	-	\$ -	5.00	\$ 45,610.00	63%
36.	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	1.00	EA	\$ 10,882.00	\$ 10,882.00		\$ -	-	\$ -	0.00	\$ -	0%
37.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1.00	LS	\$ 9,656.00	\$ 9,656.00		\$ -	-	\$ -	0.00	\$ -	0%
38.	Construct Articulated Concrete Block extreme event swale including excavation, grading, and compaction as shown in plans, Complete in Place.	970.00	SY	\$ 52.00	\$ 50,440.00		\$ -	-	\$ -	0.00	\$ -	0%
<b>ADDITIONAL ITEMS</b>												
39.	Trench safety system, all depths, Complete in Place	19,588.00	LF	\$ 0.10	\$ 1,958.80	9,388.00	\$ 938.80	9,437	\$ 943.70	18,825.00	\$ 1,882.50	96%
40.	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	600.00	LF	\$ 25.00	\$ 15,000.00		\$ -	600	\$ 15,000.00	600.00	\$ 15,000.00	100%
41.	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	600.00	LF	\$ 15.00	\$ 9,000.00		\$ -	-	\$ -	0.00	\$ -	0%
42.	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	35.00	EA	\$ 150.00	\$ 5,250.00		\$ -	-	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
43.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	25,764.00	CY	\$ 1.00	\$ 25,764.00	12,000.00	\$ 12,000.00	6,000	\$ 6,000.00	18,000.00	\$ 18,000.00	70%
44.	Contractor shall maintain existing filter fabric fence, lower stage inlet protection, stabilized construction entrance, sweep/clean adjacent streets to the project site, and sweep/clean proposed streets through the duration of the contract.	1.00	LS	\$ 758.00	\$ 758.00		\$ -	1	\$ 758.00	1.00	\$ 758.00	100%
45.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,515.00	\$ 1,515.00		\$ -	1	\$ 1,515.00	1.00	\$ 1,515.00	100%
46.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	95.00	EA	\$ 101.00	\$ 9,595.00	31.00	\$ 3,131.00	-	\$ -	31.00	\$ 3,131.00	33%
47.	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	47.00	AC	\$ 707.00	\$ 33,229.00		\$ -	-	\$ -	0.00	\$ -	0%
48.	Hydromulch areas within ROW and medians.	6.00	AC	\$ 1,364.00	\$ 8,184.00		\$ -	-	\$ -	0.00	\$ -	0%
49.	Reinforced Filter Barrier	25,940.00	LF	\$ 1.00	\$ 25,940.00		\$ -	-	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
50.	Installation and maintenance of concrete truck washout area as shown in plans and accordint to SWPPP requirements, Complete in Place.	1.00	LS	\$ 758.00	\$ 758.00		\$ -	-	\$ -	0.00	\$ -	0%
51.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1.00	LS	\$ 37,340.00	\$ 37,340.00		\$ -	1	\$ 37,340.00	1.00	\$ 37,340.00	100%
52.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1.00	LS	\$ 1,818.00	\$ 1,818.00		\$ -	-	\$ -	0.00	\$ -	0%
53.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1.00	LS	\$ 55,214.00	\$ 55,214.00		\$ -	1	\$ 55,214.00	1.00	\$ 55,214.00	100%
CO1	Increase in material price.	1.00	LS	\$ 58,600.00	\$ 58,600.00		\$ -	1	\$ 58,600.00	1.00	\$ 58,600.00	100%
<b>TOTAL - BASE BID</b>					<b>\$ 2,585,719.30</b>		<b>\$ 895,397.80</b>		<b>\$ 585,911.20</b>		<b>\$ 1,481,309.00</b>	

## TEXAS CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Sierra Vista West Sec. 4

On receipt by the signer of this document of a check from Brazoria County MUD No. 53 in the sum of \$879,923.47 payable to Clearwater Utilities, Inc. [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brazoria County MUD No. 53 located at Sierra Vista West Sec. 4 [location] to the following extent: Construction of Water, Drainage and Sanitary Facilities [job description].

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brazoria County MUD No. 53 as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date February 23, 2021

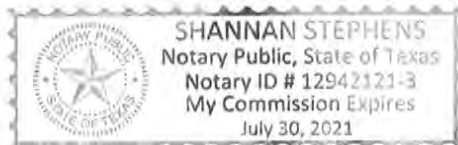
Clearwater Utilities Inc.

By [Signature]

Alan Wright, Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS   §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Alan Wright, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



[Signature]  
Name: Shannan Stephens  
Notary Public, State of Texas  
My commission expires: 7-30-2021



# Affidavit of Bills Paid

State of Texas  
County of Harris

OWNER: Brazoria County MUD No. 53

PROJECT: Sierra Vista West Sec. 4

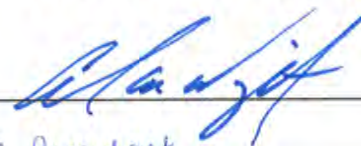
CONTRACTOR: CLEARWATER UTILITIES, INC.

All just and lawful invoices against the above named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

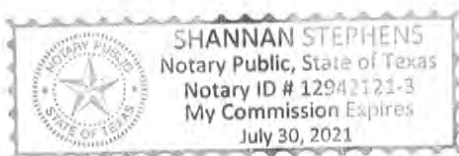
The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.


No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

**CLEARWATER UTILITIES, INC.**

By   
Vice President  
Title

Subscribed and Sworn to before me, the undersigned authority, on this the 23<sup>rd</sup> day of February 2021.



  
Notary Public for the State of Texas

# CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

Conforms with the American Institute of  
Architects, AIA Document G707A

**SUR0060156**

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

☐  
☐  
☐  
☐  
☐

TO OWNER: Brazoria County Municipal Utility District No. 53  
c/o Manhard Consulting

ARCHITECT'S PROJECT NO:

(Name and address)  
2445 Technology Forest Blvd., Ste. 200  
The Woodlands, TX 77381

CONTRACT FOR:

PROJECT: Sierra Vista West, Section 4  
(Name and address)  
Construction of Water, Sanitary, and Drainage  
Facilities (29121)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

**Argonaut Insurance Company**

**225 W. Washington, 24th Floor; Chicago, IL 60606**

, SURETY,

on bond of  
(Insert name and address of Contractor)

**Clearwater Utilities, Inc.**

**22803 Schiel Road; Cypress, TX 77433**

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

**From 10% to 5%**

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to  
(Insert name and address of Owner)

**Brazoria County Municipal Utility District No. 53 c/o Manhard Consulting**

**2445 Technology Forest Blvd., Ste. 200; The Woodlands, TX 77381**

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **February 23, 2021**  
(Insert in writing the month followed by the numeric date and year.)



Todd Mohr

Attest:

**Argonaut Insurance Company**

(Surety)



(Signature of authorized representative)

**Michael Maddux, Attorney-in-Fact**

(Printed name and title)

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 23rd day of February, 2021.



James Bluzard

James Bluzard, Vice President-Surety



## **IMPORTANT NOTICE**

**To obtain information or make a complaint:**

**You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:**

### **ARGONAUT INSURANCE COMPANY**

**Please send all notices of claim on this bond to:**

**Argonaut Insurance Company  
Argo Surety Claims  
225 W. Washington St., 24th Floor  
Chicago, IL 60606**

**(833) 820-9137 (toll-free)**

**You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:**

**(512) 490-1007**

**You may write the Texas Department of Insurance:**

**P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771**

**Web: <http://www.tdi.state.tx.us>**

**E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### **PREMIUM OR CLAIM DISPUTES:**

**Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.**

### **ATTACH THIS NOTICE TO YOUR BOND:**

**This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.**





March 23, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 4 submitted by Clearwater Utilities, Inc. for the referenced project covering work performed between the period of 2/26/2021 to 3/23/2021. Included with this estimate are the Conditional Waiver and Affidavit of Bills Paid.

As of 3/23/2021, the project was approximately 91% complete by contract amount and 92% complete by contract time. Our field project representative periodically observed the work performed by Clearwater Utilities, Inc.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Clearwater Utilities, Inc. during the subject period and therefore, we recommend payment in the amount of **\$821,658.51** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Sierra Vista West Section 4 WS&D\Pay Estimates\Sierra Vista West Sec 4 WS&D -Cover Letter-ELS.xlsm.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin



**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
 Contractor: Clearwater Utilities, Inc.  
 Project: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
 Job No: 610.020011.00  
 Engineer: Elevation Land Solutions  
 NTP Date: December 7, 2020  
 Contract Duration: 115 Calendar Days  
 Contract Completion: April 1, 2021  
 Current Period: 2/26/2021 to 3/23/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO1	1/12/2021		\$ 58,600.00
<b>Net Change:</b>			\$ 58,600.00

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$ 2,527,119.30
<b>2. Net Changes by Change Order</b>	\$ 58,600.00
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$ 2,585,719.30
<b>4. Total Completed &amp; Stored to Date</b>	\$ 2,346,212.70
<b>5. Retainage</b>	
a. 5% of Completed Work	\$ 117,310.64
Total Retainage(Lines 5a +5b)	\$ 117,310.64
<b>6. Total Earned Less Retainage</b>	\$ 2,228,902.06
(Line 4 Less Line 5 Total)	
<b><u>7. Less Previous Certificates for Payment</u></b>	\$ 1,407,243.55
(Line 6 from Prior Certificate)	
<b>8. Current Payment Due</b>	\$ 821,658.51
<b>9. Balance to Finish, Including Retainage</b>	
(Line 3 Less Line 6)	\$ 356,817.25

\*Percent Complete by Duration 92%  
 \*Percent Complete by Cost 91%



**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Clearwater Utilities, Inc.  
**Project:** Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
**Job No.:** 610.020011.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	6,511.00	LF	\$ 22.50	\$ 146,497.50		\$ -	6,511.00	\$ 146,497.50	6,511.00	\$ 146,497.50	100%
2.	8 - inch AWWA C-900 Class 150 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	403.00	LF	\$ 24.00	\$ 9,672.00		\$ -	403.00	\$ 9,672.00	403.00	\$ 9,672.00	100%
3.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	2,523.00	LF	\$ 30.00	\$ 75,690.00		\$ -	2,523.00	\$ 75,690.00	2,523.00	\$ 75,690.00	100%
4.	6 - inch Near Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	86.00	EA	\$ 769.00	\$ 66,134.00	86.00	\$ 66,134.00	0.00	\$ -	86.00	\$ 66,134.00	100%
5.	6 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	58.00	EA	\$ 2,076.00	\$ 120,408.00	58.00	\$ 120,408.00	0.00	\$ -	58.00	\$ 120,408.00	100%
6.	6 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 2,101.00	\$ 4,202.00	2.00	\$ 4,202.00	0.00	\$ -	2.00	\$ 4,202.00	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	8 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 3,602.00	\$ 7,204.00	2.00	\$ 7,204.00	0.00	\$ -	2.00	\$ 7,204.00	100%
8.	8 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	1.00	EA	\$ 3,877.00	\$ 3,877.00	1.00	\$ 3,877.00	0.00	\$ -	1.00	\$ 3,877.00	100%
9.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	66.00	EA	\$ 2,802.00	\$ 184,932.00		\$ -	66.00	\$ 184,932.00	66.00	\$ 184,932.00	100%
10.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	5.00	EA	\$ 1,200.00	\$ 6,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
11.	External drop connection, as shown in plans, Complete in Place.	5.00	EA	\$ 431.00	\$ 2,155.00		\$ -	5.00	\$ 2,155.00	5.00	\$ 2,155.00	100%
12.	Remove and dispose of existing xx - inch sanitary sewer pipe.	227.00	LF	\$ 17.00	\$ 3,859.00	227.00	\$ 3,859.00	0.00	\$ -	227.00	\$ 3,859.00	100%
	<b>WATER IMPROVEMENTS</b>											
13.	4 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	375.00	LF	\$ 13.00	\$ 4,875.00	375.00	\$ 4,875.00	0.00	\$ -	375.00	\$ 4,875.00	100%
14.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	325.00	LF	\$ 16.00	\$ 5,200.00	325.00	\$ 5,200.00	0.00	\$ -	325.00	\$ 5,200.00	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
15.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	5,872.00	LF	\$ 23.00	\$ 135,056.00	3,472.00	\$ 79,856.00	2,400.00	\$ 55,200.00	5,872.00	\$ 135,056.00	100%
16.	4 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	93.00	LF	\$ 22.00	\$ 2,046.00	93.00	\$ 2,046.00	0.00	\$ -	93.00	\$ 2,046.00	100%
17.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	115.00	LF	\$ 31.00	\$ 3,565.00	115.00	\$ 3,565.00	0.00	\$ -	115.00	\$ 3,565.00	100%
18.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	3,371.00	LF	\$ 27.00	\$ 91,017.00	3,371.00	\$ 91,017.00	0.00	\$ -	3,371.00	\$ 91,017.00	100%
19.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	5.00	EA	\$ 404.00	\$ 2,020.00	5.00	\$ 2,020.00	0.00	\$ -	5.00	\$ 2,020.00	100%
20.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	21.00	EA	\$ 4,124.00	\$ 86,604.00	21.00	\$ 86,604.00	0.00	\$ -	21.00	\$ 86,604.00	100%
21.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	2.00	EA	\$ 354.00	\$ 708.00	2.00	\$ 708.00	0.00	\$ -	2.00	\$ 708.00	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>STORM SEWER IMPROVEMENTS</b>											
22.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	3,150.00	LF	\$ 45.00	\$ 141,750.00	820.00	\$ 36,900.00	2,330.00	\$ 104,850.00	3,150.00	\$ 141,750.00	100%
23.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	1,814.00	LF	\$ 59.00	\$ 107,026.00	1,004.00	\$ 59,236.00	810.00	\$ 47,790.00	1,814.00	\$ 107,026.00	100%
24.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,650.00	LF	\$ 56.00	\$ 92,400.00	940.00	\$ 52,640.00	710.00	\$ 39,760.00	1,650.00	\$ 92,400.00	100%
25.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,750.00	LF	\$ 78.00	\$ 136,500.00	320.00	\$ 24,960.00	1,430.00	\$ 111,540.00	1,750.00	\$ 136,500.00	100%
26.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	823.00	LF	\$ 101.00	\$ 83,123.00	240.00	\$ 24,240.00	583.00	\$ 58,883.00	823.00	\$ 83,123.00	100%
27.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	355.00	LF	\$ 122.00	\$ 43,310.00		\$ -	355.00	\$ 43,310.00	355.00	\$ 43,310.00	100%
28.	60 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	278.00	LF	\$ 200.00	\$ 55,600.00	20.00	\$ 4,000.00	258.00	\$ 51,600.00	278.00	\$ 55,600.00	100%
29.	66 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	242.00	LF	\$ 244.00	\$ 59,048.00		\$ -	242.00	\$ 59,048.00	242.00	\$ 59,048.00	100%
30.	72 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	270.00	LF	\$ 292.00	\$ 78,840.00		\$ -	270.00	\$ 78,840.00	270.00	\$ 78,840.00	100%
31.	Type "B-B" inlets including both first and second stage construction, Complete in Place.	22.00	EA	\$ 2,345.00	\$ 51,590.00		\$ -	11.00	\$ 25,795.00	11.00	\$ 25,795.00	50%
32.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2.00	EA	\$ 1,568.00	\$ 3,136.00	2.00	\$ 3,136.00	0.00	\$ -	2.00	\$ 3,136.00	100%
33.	Type "C" inlets including both first and second stage construction, Complete in Place.	73.00	EA	\$ 2,426.00	\$ 177,098.00	16.50	\$ 40,029.00	20.00	\$ 48,520.00	36.50	\$ 88,549.00	50%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
34.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	77.00	EA	\$ 2,087.00	\$ 160,699.00	29.00	\$ 60,523.00	48.00	\$ 100,176.00	77.00	\$ 160,699.00	100%
35.	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	8.00	EA	\$ 9,122.00	\$ 72,976.00	3.00	\$ 27,366.00	5.00	\$ 45,610.00	8.00	\$ 72,976.00	100%
36.	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	1.00	EA	\$ 10,882.00	\$ 10,882.00	1.00	\$ 10,882.00	0.00	\$ -	1.00	\$ 10,882.00	100%
37.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1.00	LS	\$ 9,656.00	\$ 9,656.00	0.40	\$ 3,862.40	0.00	\$ -	0.40	\$ 3,862.40	40%
38.	Construct Articulated Concrete Block extreme event swale including excavation, grading, and compaction as shown in plans, Complete in Place.	970.00	SY	\$ 52.00	\$ 50,440.00		\$ -	0.00	\$ -	0.00	\$ -	0%
<b>ADDITIONAL ITEMS</b>												
39.	Trench safety system, all depths, Complete in Place	19,588.00	LF	\$ 0.10	\$ 1,958.80	763.00	\$ 76.30	18,825.00	\$ 1,882.50	19,588.00	\$ 1,958.80	100%
40.	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	600.00	LF	\$ 25.00	\$ 15,000.00	850.00	\$ 21,250.00	600.00	\$ 15,000.00	1,450.00	\$ 36,250.00	242%
41.	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	600.00	LF	\$ 15.00	\$ 9,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
42.	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	35.00	EA	\$ 150.00	\$ 5,250.00		\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
43.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	25,764.00	CY	\$ 1.00	\$ 25,764.00	7,764.00	\$ 7,764.00	18,000.00	\$ 18,000.00	25,764.00	\$ 25,764.00	100%
44.	Contractor shall maintain existing filter fabric fence, lower stage inlet protection, stabilized construction entrance, sweep/clean adjacent streets to the project site, and sweep/clean proposed streets through the duration of the contract.	1.00	LS	\$ 758.00	\$ 758.00		\$ -	1.00	\$ 758.00	1.00	\$ 758.00	100%
45.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,515.00	\$ 1,515.00		\$ -	1.00	\$ 1,515.00	1.00	\$ 1,515.00	100%
46.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	95.00	EA	\$ 101.00	\$ 9,595.00	64.00	\$ 6,464.00	31.00	\$ 3,131.00	95.00	\$ 9,595.00	100%
47.	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	47.00	AC	\$ 707.00	\$ 33,229.00		\$ -	0.00	\$ -	0.00	\$ -	0%
48.	Hydromulch areas within ROW and medians.	6.00	AC	\$ 1,364.00	\$ 8,184.00		\$ -	0.00	\$ -	0.00	\$ -	0%
49.	Reinforced Filter Barrier	25,940.00	LF	\$ 1.00	\$ 25,940.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
50.	Installation and maintenance of concrete truck washout area as shown in plans and accordint to SWPPP requirements, Complete in Place.	1.00	LS	\$ 758.00	\$ 758.00		\$ -	0.00	\$ -	0.00	\$ -	0%
51.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1.00	LS	\$ 37,340.00	\$ 37,340.00		\$ -	1.00	\$ 37,340.00	1.00	\$ 37,340.00	100%
52.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1.00	LS	\$ 1,818.00	\$ 1,818.00		\$ -	0.00	\$ -	0.00	\$ -	0%
53.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1.00	LS	\$ 55,214.00	\$ 55,214.00		\$ -	1.00	\$ 55,214.00	1.00	\$ 55,214.00	100%
CO1	Increase in material price.	1.00	LS	\$ 58,600.00	\$ 58,600.00		\$ -	1.00	\$ 58,600.00	1.00	\$ 58,600.00	100%
<b>TOTAL - BASE BID</b>					<b>\$ 2,585,719.30</b>		<b>\$ 864,903.70</b>		<b>\$ 1,481,309.00</b>		<b>\$ 2,346,212.70</b>	

## TEXAS CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Sierra Vista West Sec. 4

On receipt by the signer of this document of a check from Brazoria County MUD No. 53 in the sum of \$821,658.51 payable to Clearwater Utilities, Inc. [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brazoria County MUD No. 53 located at Sierra Vista West Sec. 4 [location] to the following extent: Construction of Water, Drainage and Sanitary Facilities [job description].

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brazoria County MUD No. 53 as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date March 22, 2021

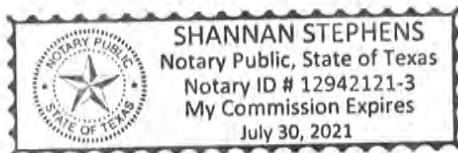
Clearwater Utilities Inc.

By [Signature]

Alan Wright, Vice President

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Alan Wright, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



[Signature]  
Name: Shannan Stephens  
Notary Public, State of Texas  
My commission expires: 7-30-2021

# Affidavit of Bills Paid

State of Texas  
County of Harris

OWNER: Brazoria County MUD No. 53

PROJECT: Sierra Vista West Sec. 4

CONTRACTOR: CLEARWATER UTILITIES, INC.

All just and lawful invoices against the above named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.

No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

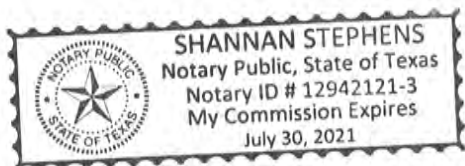
**CLEARWATER UTILITIES, INC.**

By

*[Signature]*  
Vice President

Title

Subscribed and Sworn to before me, the undersigned authority, on this the 22<sup>nd</sup> day of March 2021.



*[Signature]*  
Notary Public for the State of Texas



April 23, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 5 submitted by Clearwater Utilities, Inc. for the referenced project covering work performed between the period of 3/24/2021 to 4/20/2021. Included with this estimate are the Conditional Waiver and Affidavit of Bills Paid.

As of 4/20/2021, the project was approximately 91% complete by contract amount and 117% complete by contract time. Our field project representative periodically observed the work performed by Clearwater Utilities, Inc.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Clearwater Utilities, Inc. during the subject period and therefore, we recommend payment in the amount of **\$5,503.92** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Sierra Vista West Section 4 WS&D\Pay Estimates\Sierra Vista West Sec 4 WS&D -Cover Letter-ELS.xlsm.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin



**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
Contractor: Clearwater Utilities, Inc.  
Project: Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
Job No: 610.020011.00  
Engineer: Elevation Land Solutions  
NTP Date: December 7, 2020  
Contract Duration: 115 Calendar Days  
Contract Completion: April 1, 2021  
Current Period: 3/24/2021 to 4/20/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO1	1/12/2021		\$ 58,600.00
<b>Net Change:</b>			\$ 58,600.00

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$ 2,527,119.30
<b>2. Net Changes by Change Order</b>	\$ 58,600.00
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$ 2,585,719.30
<b>4. Total Completed &amp; Stored to Date</b>	\$ <b>2,352,006.30</b>
<b>5. Retainage</b>	
a. 5% of Completed Work	\$ 117,600.32
Total Retainage(Lines 5a +5b)	\$ 117,600.32
<b>6. Total Earned Less Retainage</b>	\$ <b>2,234,405.98</b>
(Line 4 Less Line 5 Total)	
<b><u>7. Less Previous Certificates for Payment</u></b>	\$ <b>2,228,902.06</b>
(Line 6 from Prior Certificate)	
<b>8. Current Payment Due</b>	\$ <b>5,503.92</b>
<b>9. Balance to Finish, Including Retainage</b>	
(Line 3 Less Line 6)	\$ <b>351,313.33</b>

\*Percent Complete by Duration 117%

\*Percent Complete by Cost 91%



**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Clearwater Utilities, Inc.  
**Project:** Construction of Water, Sanitary and Drainage Facilities in Sierra Vista West Sec. 4  
**Job No.:** 610.020011.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	6,511.00	LF	\$ 22.50	\$ 146,497.50		\$ -	6,511.00	\$ 146,497.50	6,511.00	\$ 146,497.50	100%
2.	8 - inch AWWA C-900 Class 150 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	403.00	LF	\$ 24.00	\$ 9,672.00		\$ -	403.00	\$ 9,672.00	403.00	\$ 9,672.00	100%
3.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	2,523.00	LF	\$ 30.00	\$ 75,690.00		\$ -	2,523.00	\$ 75,690.00	2,523.00	\$ 75,690.00	100%
4.	6 - inch Near Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	86.00	EA	\$ 769.00	\$ 66,134.00		\$ -	86.00	\$ 66,134.00	86.00	\$ 66,134.00	100%
5.	6 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	58.00	EA	\$ 2,076.00	\$ 120,408.00		\$ -	58.00	\$ 120,408.00	58.00	\$ 120,408.00	100%
6.	6 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 2,101.00	\$ 4,202.00		\$ -	2.00	\$ 4,202.00	2.00	\$ 4,202.00	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	8 - inch Far Side SDR-26 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	2.00	EA	\$ 3,602.00	\$ 7,204.00		\$ -	2.00	\$ 7,204.00	2.00	\$ 7,204.00	100%
8.	8 - inch Far Side AWWA C-900 Class 150 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	1.00	EA	\$ 3,877.00	\$ 3,877.00		\$ -	1.00	\$ 3,877.00	1.00	\$ 3,877.00	100%
9.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	66.00	EA	\$ 2,802.00	\$ 184,932.00		\$ -	66.00	\$ 184,932.00	66.00	\$ 184,932.00	100%
10.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	5.00	EA	\$ 1,200.00	\$ 6,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
11.	External drop connection, as shown in plans, Complete in Place.	5.00	EA	\$ 431.00	\$ 2,155.00		\$ -	5.00	\$ 2,155.00	5.00	\$ 2,155.00	100%
12.	Remove and dispose of existing xx - inch sanitary sewer pipe.	227.00	LF	\$ 17.00	\$ 3,859.00		\$ -	227.00	\$ 3,859.00	227.00	\$ 3,859.00	100%
	<b>WATER IMPROVEMENTS</b>											
13.	4 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	375.00	LF	\$ 13.00	\$ 4,875.00		\$ -	375.00	\$ 4,875.00	375.00	\$ 4,875.00	100%
14.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	325.00	LF	\$ 16.00	\$ 5,200.00		\$ -	325.00	\$ 5,200.00	325.00	\$ 5,200.00	100%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
15.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	5,872.00	LF	\$ 23.00	\$ 135,056.00		\$ -	5,872.00	\$ 135,056.00	5,872.00	\$ 135,056.00	100%
16.	4 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	93.00	LF	\$ 22.00	\$ 2,046.00		\$ -	93.00	\$ 2,046.00	93.00	\$ 2,046.00	100%
17.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	115.00	LF	\$ 31.00	\$ 3,565.00		\$ -	115.00	\$ 3,565.00	115.00	\$ 3,565.00	100%
18.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	3,371.00	LF	\$ 27.00	\$ 91,017.00		\$ -	3,371.00	\$ 91,017.00	3,371.00	\$ 91,017.00	100%
19.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	5.00	EA	\$ 404.00	\$ 2,020.00		\$ -	5.00	\$ 2,020.00	5.00	\$ 2,020.00	100%
20.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	21.00	EA	\$ 4,124.00	\$ 86,604.00		\$ -	21.00	\$ 86,604.00	21.00	\$ 86,604.00	100%
21.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	2.00	EA	\$ 354.00	\$ 708.00		\$ -	2.00	\$ 708.00	2.00	\$ 708.00	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>STORM SEWER IMPROVEMENTS</b>											
22.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	3,150.00	LF	\$ 45.00	\$ 141,750.00		\$ -	3,150.00	\$ 141,750.00	3,150.00	\$ 141,750.00	100%
23.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	1,814.00	LF	\$ 59.00	\$ 107,026.00		\$ -	1,814.00	\$ 107,026.00	1,814.00	\$ 107,026.00	100%
24.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,650.00	LF	\$ 56.00	\$ 92,400.00		\$ -	1,650.00	\$ 92,400.00	1,650.00	\$ 92,400.00	100%
25.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	1,750.00	LF	\$ 78.00	\$ 136,500.00		\$ -	1,750.00	\$ 136,500.00	1,750.00	\$ 136,500.00	100%
26.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	823.00	LF	\$ 101.00	\$ 83,123.00		\$ -	823.00	\$ 83,123.00	823.00	\$ 83,123.00	100%
27.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	355.00	LF	\$ 122.00	\$ 43,310.00		\$ -	355.00	\$ 43,310.00	355.00	\$ 43,310.00	100%
28.	60 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	278.00	LF	\$ 200.00	\$ 55,600.00		\$ -	278.00	\$ 55,600.00	278.00	\$ 55,600.00	100%
29.	66 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	242.00	LF	\$ 244.00	\$ 59,048.00		\$ -	242.00	\$ 59,048.00	242.00	\$ 59,048.00	100%
30.	72 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	270.00	LF	\$ 292.00	\$ 78,840.00		\$ -	270.00	\$ 78,840.00	270.00	\$ 78,840.00	100%
31.	Type "B-B" inlets including both first and second stage construction, Complete in Place.	22.00	EA	\$ 2,345.00	\$ 51,590.00		\$ -	11.00	\$ 25,795.00	11.00	\$ 25,795.00	50%
32.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2.00	EA	\$ 1,568.00	\$ 3,136.00		\$ -	2.00	\$ 3,136.00	2.00	\$ 3,136.00	100%
33.	Type "C" inlets including both first and second stage construction, Complete in Place.	73.00	EA	\$ 2,426.00	\$ 177,098.00		\$ -	36.50	\$ 88,549.00	36.50	\$ 88,549.00	50%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
34.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	77.00	EA	\$ 2,087.00	\$ 160,699.00		\$ -	77.00	\$ 160,699.00	77.00	\$ 160,699.00	100%
35.	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	8.00	EA	\$ 9,122.00	\$ 72,976.00		\$ -	8.00	\$ 72,976.00	8.00	\$ 72,976.00	100%
36.	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	1.00	EA	\$ 10,882.00	\$ 10,882.00		\$ -	1.00	\$ 10,882.00	1.00	\$ 10,882.00	100%
37.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1.00	LS	\$ 9,656.00	\$ 9,656.00	0.60	\$ 5,793.60	0.40	\$ 3,862.40	1.00	\$ 9,656.00	100%
38.	Construct Articulated Concrete Block extreme event swale including excavation, grading, and compaction as shown in plans, Complete in Place.	970.00	SY	\$ 52.00	\$ 50,440.00		\$ -	0.00	\$ -	0.00	\$ -	0%
<b>ADDITIONAL ITEMS</b>												
39.	Trench safety system, all depths, Complete in Place	19,588.00	LF	\$ 0.10	\$ 1,958.80		\$ -	19,588.00	\$ 1,958.80	19,588.00	\$ 1,958.80	100%
40.	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	600.00	LF	\$ 25.00	\$ 15,000.00		\$ -	1,450.00	\$ 36,250.00	1,450.00	\$ 36,250.00	242%
41.	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	600.00	LF	\$ 15.00	\$ 9,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
42.	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	35.00	EA	\$ 150.00	\$ 5,250.00		\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
43.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	25,764.00	CY	\$ 1.00	\$ 25,764.00		\$ -	25,764.00	\$ 25,764.00	25,764.00	\$ 25,764.00	100%
44.	Contractor shall maintain existing filter fabric fence, lower stage inlet protection, stabilized construction entrance, sweep/clean adjacent streets to the project site, and sweep/clean proposed streets through the duration of the contract.	1.00	LS	\$ 758.00	\$ 758.00		\$ -	1.00	\$ 758.00	1.00	\$ 758.00	100%
45.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,515.00	\$ 1,515.00		\$ -	1.00	\$ 1,515.00	1.00	\$ 1,515.00	100%
46.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	95.00	EA	\$ 101.00	\$ 9,595.00		\$ -	95.00	\$ 9,595.00	95.00	\$ 9,595.00	100%
47.	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	47.00	AC	\$ 707.00	\$ 33,229.00		\$ -	0.00	\$ -	0.00	\$ -	0%
48.	Hydromulch areas within ROW and medians.	6.00	AC	\$ 1,364.00	\$ 8,184.00		\$ -	0.00	\$ -	0.00	\$ -	0%
49.	Reinforced Filter Barrier	25,940.00	LF	\$ 1.00	\$ 25,940.00		\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
50.	Installation and maintenance of concrete truck washout area as shown in plans and accordint to SWPPP requirements, Complete in Place.	1.00	LS	\$ 758.00	\$ 758.00		\$ -	0.00	\$ -	0.00	\$ -	0%
51.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1.00	LS	\$ 37,340.00	\$ 37,340.00		\$ -	1.00	\$ 37,340.00	1.00	\$ 37,340.00	100%
52.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1.00	LS	\$ 1,818.00	\$ 1,818.00		\$ -	0.00	\$ -	0.00	\$ -	0%
53.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1.00	LS	\$ 55,214.00	\$ 55,214.00		\$ -	1.00	\$ 55,214.00	1.00	\$ 55,214.00	100%
CO1	Increase in material price.	1.00	LS	\$ 58,600.00	\$ 58,600.00		\$ -	1.00	\$ 58,600.00	1.00	\$ 58,600.00	100%
<b>TOTAL - BASE BID</b>					<b>\$ 2,585,719.30</b>	<b>\$ 5,793.60</b>		<b>\$ 2,346,212.70</b>		<b>\$ 2,352,006.30</b>		



## TEXAS CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Sierra Vista West Sec. 4

On receipt by the signer of this document of a check from Brazoria County MUD No. 53 in the sum of \$5,503.92 payable to Clearwater Utilities, Inc. [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brazoria County MUD No. 53 located at Sierra Vista West Sec. 4 [location] to the following extent: Construction of Water, Drainage and Sanitary Facilities [job description].

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brazoria County MUD No. 53 as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date

April 22, 2021

Clearwater Utilities Inc.

By

Dustin Berry, President

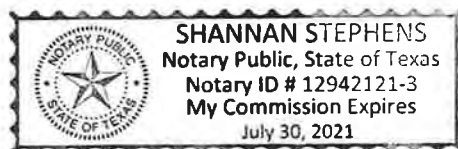
STATE OF TEXAS

§

§

COUNTY OF HARRIS §

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Dustin Berry, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.



Name: Shannan Stephens  
Notary Public, State of Texas  
My commission expires: 7-30-2021

# Affidavit of Bills Paid

State of Texas  
County of Harris

OWNER: Brazoria County MUD No. 53

PROJECT: Sierra Vista West Sec. 4


CONTRACTOR: CLEARWATER UTILITIES, INC.

All just and lawful invoices against the above named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

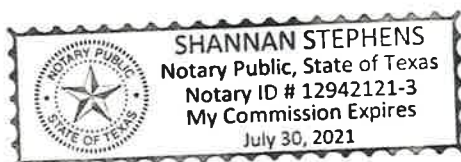
The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.


No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

**CLEARWATER UTILITIES, INC.**

  
By \_\_\_\_\_  
President  
Title \_\_\_\_\_

Subscribed and Sworn to before me, the undersigned authority, on this the 22<sup>nd</sup> day of April 2021.



  
\_\_\_\_\_  
Notary Public for the State of Texas



**CHANGE ORDER NO.** 01

**DATE OF ISSUANCE:** April 23, 2021

**PROJECT:** Construction of Paving Facilities for Sierra Vista West Sec. 4

**OWNER:** Land Tejas Sierra Vista West, LLC.

**CONTRACTOR:** ClearPave, LLC

**ELEVATION LAND SOLUTIONS:** 610.020011.01

**A. DESCRIPTION OF CHANGES:**

- CO1.1 Increase in steel cost - 397,661 LBS @ 0.09/LB = \$35,789.49  
CO1.2 Increase in concrete cost - 6,628 CY @ \$5.00/CY = \$33,140.00  
4 . Lime for subgrade (8% application by dry weight) - 139 TON @ \$200.00/ TON = \$27,800.00  
13 . PVC Irrigation Sleeves - 64 LF @ \$35.00/LF = \$2,240.00

**TOTAL = \$98,969.49**

**B. REASON FOR CHANGES:**

- CO1.1 Material cost increase by supplier.  
CO1.2 Material cost increase by supplier.  
4 . Actual rate of lime recommended by geotechnical engineer was 2% higher than original bid.  
13 . Landscape architect requested additional sleeves to be placed.

**C. CONTRACT PRICE SUMMARY:**

	<u>AMOUNT</u>	<u>PERCENT</u>
Original Contract Amount:	\$ 2,333,046.00	
Previous Change Orders	\$ -	0%
This Change Order	\$ 98,969.49	4.24%
<b>Contract Amount:</b>	<b>\$ 2,432,015.49</b>	

**D. CHANGE IN CONTRACT TIME SUMMARY:**

**NOTICE TO PROCEED DATE:** March 22, 2021

	<u>DURATION</u>	<u>COMPLETION DATE</u>
Original Contract Time:	90 Days	June 20, 2021
Previous Change Orders	- Days	
This Change Order	0 Days	
<b>Contract Time:</b>	<b>90 Days</b>	<b>June 20, 2021</b>

**E. RECOMMENDED BY ENGINEER**



David L. Doran, P. E., CCM  
Partner, Construction Management

April 27, 2021

Date

**F. ACCEPTANCE BY CONTRACTOR**

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

  
Signature

April 29, 2021

Date

Matthew Downing  
Printed Name

General Manager  
Title

**G. ACCEPTANCE BY DEVELOPER**

Land Tejas Sierra Vista West, LLC

Signature

Date

Printed Name

Title

Copy



**Construction of  
Paving Facilities for Sierra Vista West Sec. 4  
Land Tejas Sierra Vista West, LLC.**

The following revisions are made to the Bid Quantities:

Item	Description	Unit	Unit Cost	Revised Quantity	Net Change
CO1.1	Increase in steel cost	LB	\$ 0.09	397,661.00	\$ 35,789.49
CO1.2	Increase in concrete cost	CY	\$ 5.00	6,628.00	\$ 33,140.00
4 .	Lime for subgrade (8% application by dry weight)	TON	\$ 200.00	139.00	\$ 27,800.00
13.	Overrun Irrigation Sleeve	LF	\$ 35.00	64.00	\$ 2,240.00
					<b>\$ 98,969.49</b>

Copy



March 22, 2021

Mr. Daniel Marcheli  
ClearPave, LLC  
22803 Schiel Road  
Cypress, Tx 77433

Re: Construction of Paving Facilities for Sierra Vista West Sec 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Mr. Marcheli:

In accordance with the provisions of the Contract General Terms and Conditions, you are hereby notified to commence work on the subject contract within 10 days from March 22, 2021 and are to fully complete within 90 consecutive calendar days in accordance with your contract with a substantial completion date of June 20, 2021.

The contract provides for the assessment of economic disincentives of \$500 for each consecutive calendar day that is required to finish the work after the contract completion date.

Enclosed is your copy of the Contract, Bid Form, Performance and Payment Bonds, and Certificate of Insurance for your records. We are looking forward to working with you on this project. If you have any questions or concerns, please call.

Sincerely,

David L. Doran P.E., CCM  
Partner, Construction Management

DLD/caw  
P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Contracts\Paving\Sierra Vista West  
Sec 4 Paving - Notice to Proceed.docx  
Enclosure/Attachment

Cc: Brazoria County Municipal Utility District No. 53  
TCEQ Houston/Austin

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
CONSTRUCTION OF PAVING FACILITIES  
FOR  
**SIERRA VISTA WEST SEC. 4**  
FOR  
LAND TEJAS SIERRA VISTA WEST, LLC  
BRAZORIA COUNTY, TX

FEBRUARY 2020



Brazoria County Key Map: 691 M & R, 692 J & N

Zip Code: 77422

02/24/2020



Texas Board of Professional Engineers Registration No. F-18141

Texas Board of Professional Surveyors Registration No. 10194379

Manhard Consulting • 2445 Technology Forest Blvd. Ste 200, The Woodlands, Texas 77381 • 832 823 2200 • [manhard.com](http://manhard.com)

COLORADO | ILLINOIS | NEVADA | TEXAS | WISCONSIN

**ADDENDUM NO. ONE (1)**  
**to the**  
**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**  
**for**  
**CONSTRUCTION OF**  
**PAVING FACILITIES**  
**for**  
**SIERRA VISTA WEST SEC. 4**  
**for**  
**BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53**  
**in**  
**BRAZORIA COUNTY, TEXAS**  
**Project No. 610.020011.01**  
**February 26, 2020**

Addendum No. One (1) includes the following revisions made to the contract documents, specifications, and construction plans:

**1) Bid Form Revisions**

- a. Items 3 and 5 quantities have been revised.**

Copy



A handwritten signature in black ink, appearing to read "Mike Christopher", written over a horizontal line.

02/27/2020

Mike Christopher, P.E.  
Manhard Consulting  
TBPE Registration No. F-18141

**END OF ADDENDUM NO. 1**



**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS**

**FOR**

Construction of Paving Facilities

**TO SERVE**

Sierra Vista West Sec. 4

**Job No.** 610.020011.01

Brazoria County, Texas

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**GEOTECHNICAL REPORT**

**SPECIFICATIONS**

REFER TO THE LATEST EDITION OF CITY OF HOUSTON STANDARD SPECIFICATIONS  
FOR ITEMS NOT INCLUDED HEREIN.

## INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BIDS.** Unless otherwise directed in the Invitation to Bidders, each Bid shall be submitted, in duplicate, on the bid forms provided or on photocopies of the forms, in conformity with the requirements of the Invitation to Bidders, these instructions, and the instructions printed on the bid form.

All blanks on the bid form shall be completed, typed, or written in ink, and no change shall be made on the bid form or any other of the Contract Documents. All amounts shall be written in figures, with amounts extended and totaled. Minimum unit prices have been established for certain items shown on the bid. See Paragraph 7 of these instructions. If the bidder chooses not to bid on optional items (if any), "No Bid" shall be entered in the bid space. Any Bid may be rejected if it contains any omission, erasure, alteration, addition, irregularity of any kind, or items not called for; if it does not submit prices for each of the items in the bid form; if any of the prices are obviously unbalanced; or if it shall, in any manner, fail to conform to the conditions of the Invitation to Bidders and these Instructions.

The bidder shall sign its Bid in the signature space. If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the Bid is made by an individual, it must be executed by that person; if made by a partnership, it must be executed by one of the partners (and if by a limited partnership, then executed by the general partner); or if made by a corporation, it must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

When applicable, evidence of authority to conduct business as an out-of-state corporation in the State of Texas shall be provided in accordance with the paragraph entitled **QUALIFICATION OF BIDDERS**. State Contractor license number, if any, must also be shown.

The Bid and the Bid Security must be enclosed in a sealed envelope, plainly identified on the outside with the contents (i.e. Bid or Bid Security), the bidder's name, and the job name and number, and addressed to the Owner as prescribed in the Invitation to Bidders.

2. **CONTRACT DOCUMENTS.** The Contract Documents are complementary and must be read together as a whole; what is called for by one is as binding as if called for by all.

Bidders desiring further information or further interpretation of any part of the Contract Documents are hereby obligated to submit a written request online to the [www.CivcastUSA.com](http://www.CivcastUSA.com) system for such information to Engineer not less than **7 calendar days** before the Bid opening. Answers to these requests will be given, in writing, to all bidders as addenda to the Contract, and each addendum will be made a part of the Contract. No explanation or interpretation of the Contract, other than written addenda, shall be binding.

Should a bidder find discrepancies in or omissions from the Contract Documents or should the bidder be in doubt as to any meaning, the bidder is hereby obligated to notify Engineer, so a written

addendum may be sent to all bidders. It is the responsibility of each bidder to determine if it has received all addenda, complete files of which will be maintained at the Engineer's office and the office designated to receive the Bids.

Each bidder shall inform itself fully of the construction and labor conditions under which the Work will be performed and shall be presumed to have inspected the Site and to have read and to be thoroughly familiar with the Contract Documents. Failure to do so will not relieve the successful bidder of its obligation to furnish all materials and labor necessary to carry out the provision of the Contract and to complete the Work for the consideration of its Bid.

3. **PRE-BID CONFERENCE.** A Non Mandatory pre-bid conference among Owner, Engineer, prospective bidders, and others will be held to discuss the scope of the Work and to answer questions concerning the Work. No addendum will be issued at this conference, but an addendum will be issued afterwards, if necessary, to answer questions. The Non Mandatory pre-bid conference will be held at the time and place shown in the Invitation to bidders. **Attendance at the pre-bid is not mandatory.**

4. **BID SECURITY.** Each Bid shall be accompanied by a bid bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than 5 percent of the total amount bid (the "Bid Security"), as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided and provide the required insurance certificates within seven(7) days after the date Contract Documents are received by the Contractor. Bid Securities will be returned to all but the three most qualified, responsible bidders within three (3) days after opening of Bids, and the latter's Bid Securities will be returned after complete execution of the Contract. The surety company providing a bid bond must conform to the same requirements for surety companies providing the performance bonds, maintenance bonds and/or payment bonds described below.

5. **BONDS.** The successful bidder must furnish a Performance Bond, a Maintenance Bond and a Payment Bond, each in the sum of 100 percent of the Contract Price, from a surety company holding a permit from the State of Texas to act as surety. Unless otherwise specified, the cost of proving such Bonds shall be included in the bidders total bid amount. The surety company must have a minimum Best Key Rating of "B+" or better. The surety company, the agency and agent issuing the Bonds must be authorized to issue Bonds in Texas in an amount equal to the total Contract Price and such authorization must be recorded in the files of the Texas Department of Insurance. The Bonds must be executed by a duly appointed representative of the surety company licensed by the State of Texas as a General Lines Agent and such licensing must be recorded in the files of the Texas Department of Insurance. If the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the rules and regulations of the Treasury Department with respect to performance and payment bonds for federal jobs, including specifically the rules related to underwriting limitation. For contracts over \$100,000, the surety must also hold a certificate of authority from the United States Secretary of Treasury to qualify as a surety on obligations permitted or required under federal law, or have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. If bidder's proposed surety company, agency or agents do not meet the aforementioned requirements, then

Owner may refrain from considering the bidder for Contract award and Owner may require bidder to forfeit the Bid Security.

6. **DELIVERY OF BIDS.** It is each bidder's responsibility to deliver its Bid and Bid Security to the location named in the Invitation to Bidders before the closing time. The fact that a Bid and Bid Security were dispatched will not be considered. The Bid and Bid Security must actually be delivered to be considered.

7. **"OR EQUAL" SUBMISSIONS.** Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance. In preparing his/her proposal, each bidder is expected to include in his/her base Bid the cost of the item so specified. However, in certain Technical Specification sections, manufacturers are listed followed by "or equal." In certain other Technical Specification sections, manufacturers are listed with "or equal" not included. In those items where "or equal" is not included, it is hereby added and understood to be included, even though not specifically stated in each and every Technical Specification. If a Contractor chooses to submit a suggested "or equal" product in lieu of a product by one of the named manufacturers, Owner will evaluate the item to determine if it is an equal. The Contractor is responsible for providing all data required to evaluate an item submitted as a suggested "or equal." Owner's decision on whether an unnamed manufacturer is an "equal" is to be final. No claims for additional cost, time delay, etc. will be accepted if an unnamed manufacturer is submitted by Contractor as a suggested "equal" and Owner decides the item is not "equal."

Contractor must submit list of items to be submitted as a suggested "or equal" at time of bid submission. No additional suggested "or equal" items will be considered after bid opening.

8. **MINIMUM AND EXTRA UNIT PRICE ITEMS.** If the approximate quantity and a minimum unit price have been established for items as shown in the Bid, the bidder may not bid a unit price less than the minimum value; however, it may bid an amount greater than the minimum unit price. If no entry is made in the spaces provided, the minimum unit prices shown shall apply. These Extra Unit Price Items are included to facilitate payment for changes and alterations that may be required to complete the Work. The Work, as provided by the Contract Documents, is described in bid items other than Extra Unit Price Items. When additional Work covered by Extra Unit Price Items is performed, payment will be based on the quantity actually constructed and the unit prices entered in the Bid.

9. **TIME FOR COMPLETION.** Contractor will not be allowed time extensions that are due to (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven (7) hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.



10. QUALIFICATION OF BIDDERS. The apparent most qualified, responsible bidder shall submit to Owner, within **5 calendar days** of notification, either i) a fully completed Contractor's Statement of Qualification or ii) a written statement that the most recently submitted Contractor's Statement of Qualification is accurate, which statement shall be considered in the award of the Contract. Failure to accurately complete the Contractor's Statement of Qualification or to submit the Statement will, at Owner's option, disqualify the bidder from consideration in the award of the Contract. The form of the Contractor's Statement of Qualification is available from Engineer. No other form of Statement of Qualification will be acceptable. Evidence of out-of-state corporation to conduct business in the state in which the Work is to be performed, along with state contractor license number, must also be provided.

11. MODIFICATION AND WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

12. HOUSE BILL 1295. Form 1295 is not required.

13. AWARD OF CONTRACT. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make award to that bidder, whether because the Bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities and defects in bidding, except time of submitting a Bid. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider, among other things, the qualifications of bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. Alternate bid items will not be considered unless requested in the Bid Form.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for the Work. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents, to Owner's satisfaction.

BY SUBMITTING A BID, EACH BIDDER AUTHORIZES OWNER TO PERFORM ALL INVESTIGATIONS INTO THE BIDDERS BACKGROUND, CAPABILITIES, PRIOR

EXPERIENCE AND OTHER FACTORS PERTAINING TO BIDDERS PERFORMANCE OF THE WORK, AS OWNER DEEMS NECESSARY IN ITS SOLE DISCRETION, AND FOR THAT PURPOSE, SUBMISSION OF A BID SHALL ACT AS BIDDERS SPECIFIC AUTHORIZATION TO PERSONS AND ENTITIES CONTACTED BY OWNER IN CONNECTION WITH SUCH INVESTIGATIONS ("EVALUATING PARTIES") TO PROVIDE OWNER WITH THE INFORMATION REQUESTED BY OWNER AND TO DISCUSS AND EXPRESS OPINIONS CONCERNING BIDDER. FURTHER, BY SUBMISSION OF A BID, BIDDER AGREES TO FULLY AND FOREVER WAIVE AND RELEASE ANY CLAIM (KNOWN OR UNKNOWN) IT HAS OR MAY HAVE AGAINST THE OWNER, ENGINEER, DEVELOPER, THE EVALUATING PARTIES AND THEIR RESPECTIVE ATTORNEYS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AND AGENTS ARISING OUT OF OR IN CONNECTION WITH THE: (I) ADMINISTRATION, EVALUATION, OR RECOMMENDATION (OR LACK THEREOF) OF ANY BID; (II) WAIVER OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS; AND (III) ACCEPTANCE OR REJECTION OF ANY BIDS AND AWARD OF THE CONTRACT.

Owner reserves the right to award the Bid, at Owner's discretion, based on the amount of the Total Base Bid (without including "Extra Unit Price Items" or "alternate" bid items) or on the amount of the Total Amount Bid (including "Extra Unit Price Items" items or "alternate" bid items), or contract duration, or based on any other combination, means or method determined appropriate by Owner.

If the contract is to be awarded, it will be awarded to the responsible bidder whose evaluation by Owner indicates that the award will be most advantageous to the Owner and result in the best and most economical completion of the Work.

If the contract is to be awarded, Owner will give the successful bidder a notice of award within 90 days after the day of the Bid opening.

Within ten (10) calendar days of receipt from the Owner of the Notice of Award, the successful bidder must submit to the Engineer the original Bonds and all information or other items necessary to complete the Contract Documents, including the Schedule of Completion and Contractor's safety program. The successful bidder must return the fully executed Contract Documents to Engineer within seven (7) calendar days of receipt, or Owner may at its sole discretion disqualify the bid and accept another bid and the bidder shall, at Owner's option, forfeit its bid security.

14. **TAXES, LICENSES AND FEES.** Certain taxes, licenses, fees and other similar items are part of the cost of the Work and it shall be Contractor's responsibility to familiarize itself with these costs and to observe and comply with the Laws and Regulations relating to the same. The prices, sums, rates and other charges set forth in the Contractor's Bid shall cover and include all such costs. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption, as limited by applicable statute. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any Bid or the Contract Price, and (ii) shall pass on to the Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provision regarding the exemption from Texas Sales and use taxes. Contractor must pay taxes on items that are not exempt.

15. NUMBER OF SIGNED SETS OF DOCUMENTS. The Contract Documents will be prepared in at least five original sets for signature, one for delivery to the successful bidder. Owner will furnish the successful bidder six sets of Plans and Technical Specifications free of charge, and additional sets may be obtained from Engineer at Engineer's reproduction rates. The successful bidder shall provide five signed originals of each of the Bonds to be bound with the Contract Documents.

16. WORKER'S COMPENSATION INSURANCE. See section entitled "INSURANCE" in Special Conditions Part A of the Contract.

17. SOILS REPORT. If a soils investigation has been made for this project, the soils report and log of borings is available for bidder's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Bidders are expected to examine the Site and such reports and then decide for themselves the character of the materials to be encountered.

Owner and Engineer disclaim any responsibility for the accuracy, true location and extent of the surface and subsurface investigations that have been prepared by others. Owner and Engineer further disclaim responsibility for interpretation of that data by bidder, *i.e.* projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.

18. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE.

(A) General: Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this project and shall specify in the call for Bids and in the Contract the minimum wage rates which shall be paid for each type of worker. This statute further provides that the Contractor or subcontractors shall pay, as penalty, to Owner Sixty Dollars (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them on the construction of the Project and to show the accrual per diem wages paid to each worker. These records are open to the inspection of Owner.

(B) The minimum wage rates that apply to this Contract are specified in the Special Conditions Part A of the Contract. Contractor and subcontractors shall review and ascertain such wage rates and pay at least such minimum rates.

**BID PROPOSAL**

for  
Construction of Paving Facilities  
in  
Sierra Vista West Sec. 4  
for  
Land Tejas Sierra Vista West, LLC  
in  
Brazoria County, Texas

To: Land Tejas Sierra Vista West, LLC  
c/o Manhard Consulting  
2445 Technology Forest Boulevard, Suite 200  
The Woodlands, TX 77381  
Attention: Aubrey Brockman, P.E.

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Instructions to Bidders, the General Conditions of Agreements, the Special Conditions, the Specifications, the Plans, the site location, the site conditions, and classes of materials of the proposed work described herein; and agrees that he will provide all the necessary labor, machinery, tools, superintendence and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein, and for the prices set forth in the attached bid proposal.

In submitting this bid form the Bidder agrees, if this bid is accepted, to enter into a binding agreement with the owner, under the terms and conditions included in the contract documents. Bidder agrees to provide materials and labor to complete work in accordance with the contract documents at the prices specified in this Bid Proposal. This Bid Proposal will remain subject to acceptance for ninety (90) days after the bid opening date, and the Bidder may not withdraw bids for this period. The Bidder shall sign and deliver all Agreement documents, and Bonds specified in the Contract Documents within ten (10) calendar days of Notice of Award.

The Bidder agrees that the work will be complete in full within of the Notice to Proceed. The total contract price may increase or decrease based on work that may be added or removed during construction based on the proposed prices and actual work completed. Actual quantities shall be measured in accordance with the conditions specified in the Contract Documents. Bid prices should be written in figures and in long hand with written words; in the event of any discrepancies, bid prices in written words will maintain precedence.

The Owner reserves the right to award based on any combination of items in the Bid Proposal and or reject any and all bids Bidder acknowledges receipt of the following addenda:

Addendum No. 1   
(Initial)

Addendum No. 2 \_\_\_\_\_  
(Initial)

Addendum No. 3 \_\_\_\_\_  
(Initial)

  
Bidder Initial



Addendum No. 4 \_\_\_\_\_  
(Initial)Addendum No. 5 \_\_\_\_\_  
(Initial)Addendum No. 6 \_\_\_\_\_  
(Initial)

List any Substitutions to items listed in the Bid Proposal in the blanks below, for Owner review and approval:

## SUBSTITUTIONS:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The following table describes the phases of work to be completed, construction time frames for each phase of work, and any incentives or economic disincentives that may apply. Bidder shall specify the number of days proposed to complete each phase of work.

Description of Work	Calendar Days to Complete	Maximum Calendar Days to Complete	Incentives	Economic Disincentives
Construction of paving facilities.	90	90	No	Yes, \$500/ day

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

**BID PROPOSAL SUMMARY:**

Total Material Cost: \_\_\_\_\_

Total Labor Cost: \_\_\_\_\_

TOTAL BASE BID: \$2,333,046.00  
(Equal to Base Bid from following pages)TOTAL ALTERNATE BID 1: \_\_\_\_\_  
(Equal to Base Bid from following pages)ClearPave, LLC

CONTRACTOR

22803 Schiel Road Cypress, TX 77433

Address

Matthew Downing

Signature of Bidder

Matthew Downing, General Manager

Printed Name of Bidder

03/02/2020

Date

(281) 373-0367

Phone Number

Will [Signature]  
Witness

Item	Description	Quantity	Unit	Unit Cost	Extended Total
<b>PAVING ITEMS</b>					
1.	Roadway and lot excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.				
	<u>@ Three dollars and fifty cents</u>	21,222	CY	<u>3.50</u>	<u>74,277.00</u>
	Per Cubic Yard				
2.	Final lot grading.				
	<u>@ Two hundred and Fifty dollars and no cents</u>	270	LOT	<u>250.00</u>	<u>67,500.00</u>
	Per Lot				
3.	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.				
	<u>@ Three dollars and fifty cents</u>	38,472	SY	<u>3.50</u>	<u>134,652.00</u>
	Per Square Yard				
4.	Lime for subgrade (8 % application by dry weight), Complete in Place.				
	<u>@ Two hundred dollars and no cents</u>	1,016	TON	<u>200.00</u>	<u>203,200.00</u>
	Per Ton				
5.	6 - inch 4,000 psi reinforced concrete pavement, Complete in Place.				
	<u>@ Forty-two dollars and fifty cents</u>	36,151	SY	<u>42.50</u>	<u>1,536,417.50</u>
	Per Square Yard				

Item	Description	Quantity	Unit	Unit Cost	Extended Total
6.	6 - inch concrete curb, Complete in Place. <u>@ Three dollars and fifty cents</u> Per Linear Foot	6,148	LF	<u>3.50</u>	<u>21,518.00</u>
7.	4 x 12 - inch concrete curb, Complete in Place. <u>@ Three dollars and fifty cents</u> Per Linear Foot	14,609	LF	<u>3.50</u>	<u>51,131.50</u>
8.	Tie-in to existing pavement, Complete in Place. <u>@ Two thousand dollars and no cents</u> Per Each	2	EA	<u>2,000.00</u>	<u>4,000.00</u>
9.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place. <u>@ Eighteen thousand five hundred dollars and no cents</u> Per Lump Sum	1	LS	<u>18,500.00</u>	<u>18,500.00</u>
10.	Traffic signs, as shown in plans, Complete in Place. <u>@ Five hundred dollars and no cents</u> Per Each	25	EA	<u>500.00</u>	<u>12,500.00</u>
11.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place. <u>@ Three thousand dollars and no cents</u> Per Lump Sum	1	LS	<u>3,000.00</u>	<u>3,000.00</u>

Item	Description	Quantity	Unit	Unit Cost	Extended Total
12	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place. <u>@ One thousand five hundred dollars and no cents</u> Per Each	30	EA	<u>1,500.00</u>	<u>45,000.00</u>
13	PVC irrigation sleeves, as shown in plans, Complete in Place. <u>@ Thirty-five dollars and no cents</u> Per Linear Foot	110	LF	<u>35.00</u>	<u>3,850.00</u>

**ADDITIONAL ITEMS**

14	Contractor shall maintain existing filter fabric fence, lower stage inlet protection, stabilized construction entrance, sweep/clean adjacent streets to the project site, and sweep/clean proposed streets through the duration of the contract. <u>@ Seven thousand five hundred dollars and no cents</u> Per Lump Sum	1	LS	<u>7,500.00</u>	<u>7,500.00</u>
15	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place. <u>@ One thousand five hundred dollars and no cents</u> Per Each	1	EA	<u>1,500.00</u>	<u>1,500.00</u>



Item	Description	Quantity	Unit	Unit Cost	Extended Total
16.	Installation and maintenance of concrete truck washout area as shown in plans and accordint to SWPPP requirements, Complete in Place.				
	<u>@ Two thousand five hundred dollars and no cents</u> Per Lump Sum	1	LS	<u>2,500.00</u>	<u>2,500.00</u>
17.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.				
	<u>@ Ten thousand dollars and no cents</u> Per Lump Sum	1	LS	<u>10,000.00</u>	<u>10,000.00</u>
18.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.				
	<u>@ Seventeen thousand five hundred dollars and no cents</u> Per Lump Sum	1	LS	<u>17,500.00</u>	<u>17,500.00</u>
19.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.				
	<u>@ Three thousand five hundred dollars and no cents</u> Per Lump Sum	1	LS	<u>3,500.00</u>	<u>3,500.00</u>

Item	Description	Quantity	Unit	Unit Cost	Extended Total
20.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.				
	<u>@ One hundred fifteen thousand and no cents</u>	1	LS	<u>115,000.00</u>	<u>115,000.00</u>
	Per Lump Sum				

TOTAL - BASE BID \$ 2,333,046.00ALTERNATE ITEMS

21. Excess soil excavation is to become property of the contractor and shall be hauled off site to be disposed of at a location which the contractor has a legal right to dispose of said material.

	<u>@ Twenty-five dollars and no cents</u>	21,222	CY	<u>25.00</u>	<u>530,550.00</u>
	Per Cubic Yard				

GENERAL CONDITIONS OF THE AGREEMENT

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## GENERAL CONDITIONS OF THE AGREEMENT

### ARTICLE I. DEFINITIONS

- 1.01. **DEFINITIONS.** The following terms shall be defined as described below, unless such definition is expressly modified by the Contract Documents. Any capitalized terms used in the Contract Documents not defined in this section shall have the meaning assigned to such term under the Contract Documents.
- a. **Bid.** The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  - b. **Bond(s).** Performance bonds, maintenance bonds and payment bonds, or any of them, as required by the Contract Documents.
  - c. **Change Order.** A document signed by Contractor, Engineer, and Owner and entered into in accordance with the Contract Documents that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the time for completion.
  - d. **Claim.** A "Claim" is a claim, demand, or assertion by the Contractor seeking for itself or on behalf of a subcontractor or supplier: adjustment or interpretation of any Contract term, including without limitation, adjustment of the Contract Price or Contract Time; payment of money; relief from obligations; or other relief or recovery with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question asserted by the Contractor (whether for itself or on behalf of a subcontractor or supplier) arising out of or relating to the Contract.
  - e. **Contract.** The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  - f. **Contract Documents.** The Bid, Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Change Orders, any written amendment to the Contract signed by Contractor, Engineer, and Owner, Written Work Orders, written interpretations of the Contract or addenda issued by Engineer, and all other documents designated as incorporated by reference. Documents incorporated by reference are Contract Documents, whether attached or not. Approved Shop Drawings and other Contractor's submittals, inspections and reports, such as testing of subsurface and physical or environmental conditions, are not Contract Documents.
  - g. **Contractor.** The entity with whom Owner has entered into this Contract.
  - h. **Contractor Parties.** The Contractor, and all its subcontractors, suppliers, and their respective agents, representatives, or employees, or any of them.
  - i. **Contract Price.** The amount of money stated in the Agreement as payable by Owner to Contractor for timely completion of the Work in accordance with the Contract



Documents, plus or minus any increases or decreases to the initial Contract Price agreed to by Owner as provided by the Contract.

- j. Contract Time. The number of days or the dates stated in the Agreement to achieve Final Completion, expressed as a number of calendar days or as a reference to the date of Final Completion. If the Contract Time is measured by calendar days, each and every calendar day shall be counted against the Contract Time.
- k. Engineer. The design consultant so identified in the Agreement, or such other firm that Owner may designate, is herein called Engineer and is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- l. Extra Unit Price Items. All extra unit price items or alternate unit price items so specified in the Bid.
- m. Extra Work. All Work that may be required by Engineer or Owner to be done by Contractor to accomplish any change, alteration, or addition to the Work shown upon the Plans, implied by the Technical Specifications, or otherwise within the Contract Documents and not covered by Contractor's Bid. Notwithstanding the foregoing, Extra Unit Price Items or alternate unit price items so specified in the Bid and required by Engineer or Owner as described herein are not included in the definition of Extra Work.
- n. Final Acceptance. Action at a formal meeting of the Owner, wherein Owner accepts the completed Project.
- o. Final Completion. The date on which the entire Work or an agreed portion thereof is complete in strict conformance with the Contract Documents. If any governmental entity has jurisdiction to approve or accept Contractor's Work on the Project, or any portion thereof, Final Completion is not achieved unless and until written approval or acceptance of the entity is received, including Final Acceptance by Owner.
- p. Force Majeure. Fire, flood, or act of God, earthquakes, hurricanes, tornadoes, epidemics, war, riot, civil disturbance, sabotage, terrorism, governmental or judicial restraint but only to the extent such event: (i) is beyond the control of and cannot be reasonably anticipated by, or the effects alleviated by, the Contractor; and (ii) prevents the performance of the Work. Events not specifically listed herein shall not constitute events of Force Majeure.
- q. Hazardous Environmental Condition. The presence at the Site of asbestos, PCBs, petroleum, hazardous waste, contaminants, or radioactive material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- r. Indemnified Parties. Owner, Engineer, and the officers, directors, managers, members, employees, agents, and representatives of each such party.

**GENERAL CONDITIONS OF THE AGREEMENT**

- s. Laws and Regulations. Any and all applicable federal, state and local laws, rules, regulations, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction and any and all rules of common law pertaining to the Contractor's services, the Site, Contractor's employees and subcontractor's employees and/or the Work, and those of any other governmental entities with jurisdiction, including, without limitations all applicable laws of the State of Texas, Chapter 411 of the Texas Labor Code, Title VII (Equal Employment Opportunity) of the Civil Rights Act of 1964, The Occupational Safety and Health Act of 1970, The National Environmental Policy Act, The Federal Water Pollution Control Act, The Clean Air Act, The Clean Water Act, The Toxic Substance Control Act, The Resource Conservation and Recovery Act, and all amendments thereof. The agencies charged with the administration and enforcement of the Laws and Regulations include, but are not limited to, the Department of the Interior, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Environmental Protection Agency, the U.S. Corps of Engineers, the National Fire Protection Association, the U.S. Geological Survey, the Minerals Management Service, the Texas Commission on Environmental Quality, the county in which the Site is located, and the municipality, as applicable, in whose corporate or extraterritorial jurisdiction the Site is located. Certain of the specific regulations that may be applicable to the Work are the Occupational Safety and Health Construction and General Industry Standards (29 CFR Part 1926 and 1910), and various environmental regulations.
- t. Notice to Proceed. A written notice given by or on behalf of Owner to Contractor fixing the date on which the Contract Time will begin to run and on which Contractor shall start to perform the Work.
- u. Owner. The entity so specified in the Agreement.
- v. Plans. That part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- w. Project. The total construction on the Site, which may include work performed by the Owner or other contractors.
- x. Regulatory Agencies. Any and all governmental bodies, agencies, authorities, counties, municipalities, and courts having jurisdiction over the Project.
- y. Shop Drawing. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- z. Site. The land or area furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access.
- aa. Substantial Completion. The time at which the Work, or any portion thereof, is sufficiently completed in accordance with the Contract Documents so that Owner can occupy the entirety of the Work and put it to the full and unrestricted use for which it was intended, and all required certificates of occupancy and other permits, approvals,

licenses, and documents required to occupy the Project by all entities, agencies and governmental authorities having jurisdiction over the Project and/or the operation and occupancy of the Project, as determined by the Engineer, have been given so that the Project may operate for its intended purpose, although the Project may still require minor miscellaneous Work and adjustment. The Work will not be considered substantially complete if: (i) any Project systems included in the Work are not operational as designed and scheduled; (ii) designated instructions of Owner, Engineer, or Owner's other representative in the operation of systems have not been completed; (iii) any final finishes within the Contract Documents are not in place; or (iv) a Certificate of Substantial Completion in the form attached hereto and incorporated by reference herein as Exhibit A has not been issued by the Engineer and signed by the Owner, Contractor and Engineer. The terms "substantially completed" or "substantially complete" as applied to all or part of the Work shall have the same meanings as set forth here.

- bb. Technical Specifications. That part of the Contract Documents, including any written addenda thereto, consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- cc. Work. All obligations of the Contractor under the Contract Documents and all equipment, materials, labor, construction, management, supervision, services, punch list, and activities of every kind and nature, whether commenced or not, or completed or partially completed, undertaken by the Contractor, provided or to be provided by the Contractor, required of the Contractor, or inferable from the Contract Documents to perform and fulfill all of the Contractor's obligations pursuant to the Contract Documents.
- dd. Written Work Order. A written statement to Contractor signed by Owner or Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions. A Written Work Order will not change the Contract Price or Contract Time, but is evidence that the parties expect that the Written Work Order will be incorporated in a subsequently issued Change Order following agreement by the parties as to its effect, if any, on the Contract Price or Contract Time.

## ARTICLE II. CONTRACT DOCUMENTS

### 2.01. INTERPRETATION OF CONTRACT DOCUMENTS AND PHRASES.

- a. Whenever the words "required," "permitted," "designated," "considered necessary," "prescribed," or words of like import are used, it shall be understood that the requirement, permission, order, designation, or prescription of Engineer is intended and similarly, the words "approval," "acceptable," or "satisfactory," or words of like import shall mean approved by, or acceptable to, Engineer.
- b. Whenever in the Technical Specifications or Plans accompanying this Contract, the terms or descriptions of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot from their nature be specifically and clearly

described and specified, are necessarily described in general terms, the fulfillment of which must depend on individual judgment, then, in all such cases, any question of the fulfillment of said judgment of said Technical Specifications or Plans shall be decided by Engineer, and said Work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the Work.

- c. The Parties hereto agree that these Contract Documents shall not be construed against any Party hereto on the basis that such party did or did not draft the Contract Documents.
- d. The section headings used herein are for convenience only and shall not affect the construction or terms hereof.
- e. If there is an irreconcilable conflict between Contract Documents, the more stringent requirement shall control, but except in such event and to avoid such conflict, every construction of provisions shall be that each is in aid to, or supplementary to or complementary of, each other provision, to control and secure for Owner the completion of the entire Work in an expeditious, orderly, and coordinated manner. The precedence, from highest to lowest, shall be in the following order:
  - 1. Agreement between Owner and Contractor;
  - 2. Special Conditions Part B Technical Specifications and Plans;
  - 3. Special Conditions Part A;
  - 4. General Conditions.

The most recently issued document takes precedence over previously issued forms of the same document. Modifications take precedence over applicable previously issued documents. Detailed drawings shall take precedence over general drawings. In the event of any discrepancies between the Plans and Technical Specifications, or likewise, in the event of any doubt as to the meaning and intent of any portion of the Contract Documents, including the Technical Specifications or Plans, Engineer shall define that which is intended to apply to the Work.

- f. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period.
- 2.02. EXHIBITS. All Work shall be done and all materials furnished in strict conformity with the Contract Documents, all of which are hereto attached (or considered as if attached) and are hereby made a part of this Contract.
- 2.03. ACCURACY. These Contract Documents, including the Technical Specifications, Plans, and Bid, are intended to show all Work to be done and material to be furnished hereunder. Contractor understands and acknowledges that errors may exist in the Contract Documents and that the Owner does not warrant the accuracy or sufficiency thereof. The Contractor acknowledges that the Contract Documents are sufficiently detailed, accurate and



comprehensive to enable Contractor to have adequately estimated and established the Contract Price and to perform the Work within the time for completion.

### ARTICLE III. PRELIMINARY MATTERS

- 3.01. CONSTRUCTION SCHEDULE. The Contractor shall submit a construction schedule based on critical path method ("CPM") or other method specifically approved by the Engineer and that is sufficiently accurate during the entire Contract Time to determine if the Contractor is performing on schedule.

Within ten (10) days following the end of each month after Notice to Proceed, or at more frequent intervals when requested by Engineer, the Contractor shall submit an updated and revised schedule; the revision must be current as of the immediate past schedule period. Each element shall be updated to reflect the actual start and stop dates, actual duration and actual number of days worked, anticipated changes to future start and stop dates, and changes due to change in amount of Work or Contract Time. When requested by Engineer, the Contractor will submit only that portion of the CPM submittal required.

Failure to meet any schedule submission dates or to comply with any requested submittal or failure to provide an acceptable submittal will be cause to withhold payment of all or portions of the next scheduled monthly payment or any portions of future monthly payment until an acceptable submittal has been made.

As a minimum, the Contractor shall have available at least one individual with authority to maintain and revise the schedule as needed to reflect the actual and planned work schedule. This individual is to cooperate with Engineer's staff and be available to discuss schedule with Engineer's staff when requested.

- 3.02. SCHEDULE OF VALUES. If directed by Engineer within ten (10) calendar days following the Notice to Proceed, the Contractor shall submit, within ten (10) calendar days following such direction from Engineer, a schedule of values showing the subdivision of the Contract into various items of payment of construction. This schedule of values must state quantities and prices to the smallest common measurement, e.g., cubic yard, pound, linear feet, etc., and will be used as a basis for computing value to the Owner of Work to be paid for in partial payments. Except for work associated with prices bid as supplemental items listed in the Bid, the schedule of values also will be used to determine the value of like or similar work that may be added to or deleted from the Contract Documents. The above-mentioned schedule of values must be in a format and of such detail to be acceptable to the Engineer. No partial payments will be made unless the schedule of values has been submitted by Contractor and accepted by the Engineer. Engineer may require that the schedule of values be cross-referenced to CPM with each item on schedule of values to show which CPM activity corresponds to or includes the item.
- 3.03. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE. Contractor shall be furnished with five (5) copies of all Plans and Technical Specifications without expense to Contractor and shall keep one (1) copy of each constantly accessible on the Site.
- 3.04. SALES TAX. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor, if

requested by Contractor in writing, with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption. Contractor shall not collect Texas sales and use taxes from Owner with respect to this Contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.311. In addition, Contractor and all subcontractors to Contractor: (i) shall not include any provision for Texas sales and use taxes with respect to exempt items in any bid or contract amount; and (ii) shall pass on to Owner all cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors shall include the foregoing provision on the exemption from Texas sales and use taxes. The Certification is included as **Attachment A**.

3.05. SHOP DRAWING SUBMITTALS.

- a. Shop Drawing Submittal List. Within fifteen (15) days after the date of the Notice to Proceed, Contractor shall submit for the Engineer's review a complete Shop Drawing submittal list. The list is to include Shop Drawings for all equipment and manufactured materials to be furnished under this Contract. The list should include, but not be limited to, the following, with each submittal to be numbered with a consecutive numbering system.
- i) Name (description) of submittal.
  - ii) Applicable specification number or drawing number.
  - iii) Scheduled submission date.
  - iv) Latest date acceptable submittal required to prevent delay in purchase.

The Engineer may waive all or portions of the submittal requirements for any Shop Drawing on the submittal list. No payment will be made for the Work until the submittal list is accepted by the Engineer.

- b. Contractor's Duties. The Contractor shall review Shop Drawings prior to submittal to verify field measurements, field construction criteria, manufacturer model number, and other pertinent data, to ensure conformance to Contract Documents, coordination with other submittals, and schedule for submittal and review.

The Contractor shall stamp and sign submittals with stamp which states, "This submittal is certified to be in conformance with Contract Documents unless noted herein." All submittals without this certification will not be reviewed but will be returned to the Contractor for proper submission. The Engineer will rely on this statement when performing the review of the submittal.

The Contractor shall schedule submittals to allow sufficient time for the review process and to coordinate submittals with the schedule to prevent delay to Work.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, product data, samples or similar submittals until the respective submittal has been approved by the Engineer.

The Work shall be in accordance with approved submittals. Provided, however, the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and (1) the Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples or similar submittals by the Engineer's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, product data, samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In the absence of such written notice, the Engineer's approval of a resubmission shall not apply to such revisions.

No Work may be performed in connection with fabrication, manufacture, or purchase of materials or equipment until submittals have been reviewed and marked "No Exception Taken" or "Make Corrections Noted." Work performed on submittals marked "Make Corrections Noted" must be in accordance with all corrections noted thereon.

The Contractor shall correct submittals and resubmit or shall prepare new submittals for review by Engineer for all submitted items marked "Submit Specified Item," "Rejected," or "Revise and Resubmit." No claims for extra time or delays will be considered due to time required for review of submittals or resubmittals unless due to no fault of the Contractor, Engineer does not review the submittals in a timely fashion pursuant to paragraph c, below.

- c. Engineer's Duties. The Engineer shall review submittals as quickly as possible consistent with a thorough review and consistent with the type of information submitted but in any event not later than fourteen (14) calendar days from the date of submittal. Failure by the Engineer to timely to comply with such review period shall not constitute the basis of a Claim except for an adjustment in the Contract Time.

Such review by the Engineer shall be for the sole purpose of determining the general conformity of said Shop Drawings or schedules to the Contract Documents and shall not relieve the Contractor of its duty as an independent contractor as set forth herein, it being expressly understood and agreed that the Engineer does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules or any means or methods reflected thereby, in relation to the safety of either person or property during Contractor's performance hereunder. The Engineer's review of drawings will not constitute an acceptance of all dimensions, quantities, and details of the material, equipment, device, or item shown and does not relieve the Contractor from any responsibility for errors or deviations from the Contract requirements.

The Engineer shall clearly mark four (4) copies of submittals with required corrections and shall stamp drawings noting the appropriate action, signature, and date.

- d. Form of Submittal. The Contractor must submit four (4) copies of all submittals. One (1) copy of the appropriately marked submittal will be retained at the Engineer's office, one (1) copy will be retained at the Engineer's field office, and two (2) copies will be returned to the Contractor for Contractor's use. The Engineer will not mark additional copies for the Contractor. If the Contractor desires additional copies, they must be marked by the Contractor.

The Contractor shall submit a complete copy of relevant Contract Document items which have been marked by the manufacturer to certify each point of the Contract Document item noting compliance and each point of deviation.

The Contractor must submit relevant literature, catalog cuts, or written descriptive matter backing up all points of the Contract Documents item compliance.

Contractor must submit comparative life cycle, cost, performance, or other data supporting consideration of all points of the Contract Documents item deviation.

All information supplied must be carefully and completely cross-referenced to the relevant Contract Document item requirement.

When required by an individual Contract Document item, the Contractor shall submit written step-by-step test plan for functional checkout and demonstration test of respective equipment. Submissions that do not conform to the form of submittal as outlined herein will not be considered and will be returned to the Contractor for proper submission.

The Contractor must have acceptable Shop Drawings at the Site. Failure of the Contractor to supply acceptable drawings will be deemed sufficient cause for Owner to delay the Work at Contractor's risk and expense until such drawings are available. This procedure shall not entitle Contractor to an extension of time.

- e. Installation Drawings. When required by individual items of the Technical Specifications, the Contractor shall provide, for the Engineer's use, two (2) copies of installation drawings and instructions consisting of all necessary details required for field assembly, erection, and installation of a particular component of Work, including, but not limited to, unloading and storage instructions, layout/placement drawings, erection sequences, assembly drawings, connection details, and wiring diagrams.

- 3.06. VARIATIONS AND ALTERNATE DESIGNS. Foundations, structural supports, electrical work, and piping when shown on Plans for items of equipment may be changed by Engineer if necessary to accommodate equipment furnished. Effort has been made to design foundations, structural supports, electrical work, and piping so that no changes not usually and normally encountered in work of the type to be performed hereunder will be necessary; however, exact dimensions and size of subject foundations and structural supports and exact



electrical and piping installations may not be finally determined until the applicable Shop Drawings are submitted to the Engineer. Changes to the Plans or Technical Specifications will be signed and sealed by the Engineer in accordance with applicable laws. Contractor shall make required changes in the Work, after prior consultation with the Engineer, at no cost to Owner.

If substitute items of equipment are authorized which vary materially from those shown on Plans, Contractor shall prepare equipment data and detailed drawings covering necessary modifications and submit to the Engineer for approval. Contractor shall make drawings the same size as Plans and of comparable quality. Contractor shall pay the charges resulting from modifications including engineering charges for checking modifications.

If alternate design features are proposed for the convenience of the Contractor, the Contractor shall submit design calculations and detailed drawings covering proposed changes and related modifications of the Plans to the Engineer for review. Design calculations and detailed drawings submitted by the Contractor must be signed and sealed by a professional engineer licensed in the State of Texas. The Contractor shall make drawings the same size as the Plans and of comparable quality. Contractor shall pay the charges resulting from modifications, including engineering charges for checking such designs.

#### ARTICLE IV. SITE ACCESS/ CONDITIONS/ REFERENCE POINTS

- 4.01. ACCESS AND AVAILABILITY OF LANDS. Except as provided herein, the Owner shall provide, as indicated on the Plans, land upon which the Work is to be done, rights-of-way for access to same, and such other lands which are designated for use of the Contractor. If required, Contractor shall provide, at its own cost, for additional lands and access for temporary construction facilities or storage of materials and equipment.

Contractor shall propose, for Engineer's review and approval, access roads for moving construction personnel and equipment. The access routes are subject to change by the Engineer, occasioned by the progress of the Work or unforeseen conditions. If routes are changed, Contractor may propose alternate routes. Changes required in haul routes shall not be the basis for extra payment, unless such changes are required by written directive from the Engineer.

Contractor shall, whenever possible, keep all construction traffic out of existing neighborhoods. Contractor shall keep haul routes clean at all times to the satisfaction of the Engineer and the local governing body having jurisdiction over the haul routes.

- 4.02. SURVEYING; LINES AND GRADES. The Owner will establish reference points for construction only; the Contractor is responsible for staking from bench marks and horizontal control references established by Engineer. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. The Contractor shall report to the Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

- 4.03. SOILS REPORT. If provided, any soils report and log of borings is available for Contractor's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Contractor is expected to examine the Site and such reports and then decide for itself the character of the materials to be encountered.

Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the surface and subsurface investigations that have been prepared by others. Owner and Engineer further disclaim responsibility for interpretation of that data by Contractor, i.e. projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.

- 4.04. SUBSURFACE EXPLORATION. It is not represented that the Plans show all existing storm sewer, sanitary sewer, water, gas, telephone and electrical facilities, and other underground structures. Contractor shall determine the location of these installations in the way of the Work by referring to available records, consulting appropriate municipal departments and utility owners, and by making necessary exploration and excavations.

- 4.05. DEVIATIONS OCCASIONED BY UTILITY STRUCTURES. Whenever existing utilities, not indicated on the Plans, present obstructions to grade and alignment of pipe, Contractor shall immediately notify the Engineer who, without delay, will determine whenever existing improvements are to be relocated or grade and alignment of pipe changed. Where necessary to move services, poles, guy wires, pipelines, or other obstructions, the Contractor will make arrangements with owners of utilities. The Owner will not be responsible for or liable for damages for any delays due to changes made by owners of utilities which hinder progress of any Work. The Owner may, at its sole discretion, determine whether to grant any extension of time and/or additional compensation.

- 4.06. DIFFERING SUBSURFACE OF PHYSICAL CONDITIONS. Contractor shall give prompt written notice to Engineer if any subsurface or physical condition is uncovered or revealed and either: (i) differs materially from that shown or indicated in the Contract Documents or the technical data or related documents; or (ii) is of a highly unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work performed at the location. After receipt of Contractor's written notice, Engineer will promptly review the condition, determine the necessity of Owner's obtaining additional exploration or tests and advise Owner in writing of Engineer's findings and conclusions. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order from Engineer to do so. Absent an emergency, any Work performed by Contractor before receiving Engineer's response will be at the sole expense of the Contractor.

The Contract Price and/or the Contract Times may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Provided, however, Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if: (i) Contractor knew, or should have known, of the existence of such conditions at the time Contractor entered into the Contract; (ii) the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site required by the Contract Documents to be conducted prior to Contractor's entering into the Contract; or (iii) Contractor failed to give the written notice as

required. If Owner and Contractor cannot agree on entitlement to, or the amount or extent of, any adjustment in the Contract Price or Contract Times, or both, a Claim may be made.

- 4.07. ARCHAEOLOGICAL OR HISTORICAL MATERIALS. On discovery of materials with potential archaeological or historical significance, the Contractor shall stop work and notify the Engineer. The Contractor shall protect the site from disturbance until it is cleared by the Engineer to resume work. If the discovery results in a delay exceeding sixty (60) days or more, the Contractor may receive damages for delay, limited to the actual costs of demobilization and re-mobilization, without mark-up, and may make a Claim for an extension to the Contract Time.
- 4.08. HAZARDOUS ENVIRONMENTAL CONDITIONS. Reports identifying Hazardous Environmental Condition are not Contract Documents. **Owner and Engineer do not warrant the accuracy or completeness of such documents and disclaim all responsibility and liability for accuracy of investigations and reports prepared by third parties.** Owner and Engineer also disclaim any responsibility for Contractor's interpretation of such reports and tests. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such condition or in any affected area until the affected area is or has been rendered safe for the resumption of Work. Except as provided in this section, it will not be the Contractor's duty to provide any required governmental notifications relative to the discovery of Hazardous Environmental Conditions.
- 4.09. LOSSES FROM UNFORESEEN CIRCUMSTANCES AND CONDITIONS OR NATURAL CAUSES. Except as specifically provided in the Contract Documents, all loss or damage arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstances or natural causes in the prosecution of the same, or from the soil, subsurface, and other conditions, whether naturally occurring or manmade, or from concealed conditions or unusual obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by Contractor at its own cost and expense. Contractor accepts such risk even for circumstances and conditions that differ materially from those indicated in the Contract Documents, geotechnical report, a review of the Site and surrounding areas or other information furnished by or on behalf of Owner. Accordingly, Contractor shall not be entitled to any additional compensation or time associated with unforeseen circumstances or conditions or natural causes except as allowed by the Contract Documents.

#### ARTICLE V. CONTRACTOR'S RESPONSIBILITIES/ INDEMNITIES

- 5.01. INDEPENDENT CONTRACTOR. It is understood and agreed that all Work done by Contractor shall meet with the approval of Owner's representative but that the detailed manner and method of doing the Work shall be under the control of Contractor as set forth more fully in these General Conditions, Owner being interested only in the result obtained, and that Contractor is an independent contractor as to all Work performed hereunder.

5.02. TIME AND ORDER OF COMPLETION. Time is of the essence of this Contract. It is the meaning and intent of this Contract, unless otherwise herein specifically provided, that Contractor shall be allowed to prosecute its Work at such times, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that:

- a. In all instances Contractor shall comply with the Contract Documents and the order, time, techniques, sequences, procedures, manner, means and methods of prosecution of the Work shall be such that the Work shall comply with and shall be completed as a whole and in part, in strict accordance with the Contract Documents, including the Plans and Technical Specifications, and within the required time of completion, and Contractor shall have no right to perform any portion of the Work or utilize means, methods, techniques, sequences, procedures or individuals in violation of the Contract Documents or that may damage the Work or decrease the life expectancy of the Project.
- b. The exercise of any of the rights and authority granted the Owner in the Contract Documents (including, without limitation, ordering changes in the Work, rejecting proposed means, methods, techniques, sequences or procedures, and directing suspension, rescheduling, re-execution or correction of the Work) shall not be construed as or deemed to be control of, charge of, responsibility for, or an assumption of Contractor's obligations with respect to, such construction means, methods, techniques, sequences, procedures, safety precautions, and programs.
- c. When Owner is having other work done, either by contract or by its own forces, Engineer may prescribe the time and sequence of constructing the Work done under this Contract so that conflict will be avoided and the various construction being done for Owner shall be harmonized.

With regard only to items (a) and (b), above, any additional schedules or charts furnished; acquisition of any necessary additional equipment; work of hours in excess of those encompassed within Contractor's normal workday; or performance of certain tasks whether similar or dissimilar to the foregoing shall be done without additional cost to Owner.

5.03. CONTRACTOR'S DUTY AND STANDARD OF CARE. Contractor is an independent contractor and shall give personal attention to the faithful prosecution and completion of the Work and shall be present either in person or by duly authorized representatives on the Site continuously during its progress. Contractor shall exercise the highest degree of skill, care, attention, effort, judgments, and diligence that a professional Contractor would use in the performance of the Work. Contractor warrants that Contractor will: (i) perform, supervise and direct the Work, using the Contractor's best skill and attention, in a good and workmanlike manner and in the best and most expeditious and economical manner consistent with the interests of the Owner; (ii) utilize its best skill, efforts and judgment in furthering the interests of the Owner; (iii) perform the Work in strict compliance with applicable Laws and Regulations, such that the Work, no later than the time for completion, will comply with applicable Laws and Regulations; (iv) furnish efficient business administration and supervision (all of the foregoing collectively, the "Standard of Care"); and (v) perform the Work in strict accordance with the Contract Documents. If directed by the Engineer, Contractor shall maintain an office on or adjacent to the Site. Regardless of what authority



and rights may be assigned by the Owner to the Engineer, Contractor remains fully and solely responsible and liable for its obligations to perform the Work in strict accordance with the requirements of the Contract Documents; to insure against failures in safety precautions; to carry out the Work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the Work in order to fully comply with the Plans, Specifications and other Contract Documents; and to otherwise complete the Work in accordance with the Contract Documents.

- 5.04. CONTRACTOR'S AGENT. Contractor, during Contractor's absence from the Site, shall keep a competent English speaking superintendent or foreman upon the Site, fully authorized to act for Contractor in Contractor's absence. Contractor shall provide Engineer and Owner with written notification of such individual's position, name, and contact information. Any notice given by Engineer, when given to any superintendent, foreman, or agent of Contractor in charge of any operation of the Work in the absence of Contractor, shall be considered as notice to Contractor, provided any notice given under this paragraph shall be in writing.
- 5.05. CHARACTER OF WORKERS. Contractor agrees to employ only orderly, competent, and skillful people to do the Work; and agrees that whenever Owner shall inform the Contractor in writing that any person(s) or subcontractors on the Work are, in Owner's opinion, incompetent, unfaithful, or disorderly, such person(s) or subcontractor shall be discharged from the Work and shall not again be employed on the Work without Owner's written consent.
- 5.06. CONSTRUCTION MATERIALS. Contractor shall provide all labor, tools, equipment, machinery, and material necessary in the prosecution and completion of this Contract, unless otherwise specifically provided. It is understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any material, tools, or machinery of Contractor. Owner shall not be responsible for any part of the Work until the risk of loss has transferred to the Owner upon Substantial Completion. The Contractor shall incorporate into the Work only new materials and equipment and shall store these materials and equipment in a manner to protect them from damage. The manner of protection is subject to specific approval of the Engineer. Pipe, fittings, equipment, and other serviceable materials found on the Site or dismantled by reason of construction shall remain property of the Owner unless otherwise designated. The Contractor shall remove and deliver materials to Owner at designated points and shall pay, at prevailing market price, for usable materials that are damaged through negligence or otherwise.
- 5.07. OTHER CONTRACTS. Other construction may be underway concurrently in this area. The Contractor shall afford utility companies and other contractors reasonable opportunity for introduction and storage of their materials and execution of their work. All Work under this Contract must be properly connected and coordinated with that constructed by others and Contractor has the duty and obligation to connect and coordinate the Work with work constructed by others related to the Project so the Work and Project function as intended.
- 5.08. DAMAGES. In the event Owner is damaged in the course of the Work by the act, negligence, omission, mistake, or default of Contractor, or should Contractor delay the progress of the work being done by others on the Project, or other projects of Owner, so as to cause loss or liability to Owner, then Contractor shall reimburse Owner for such loss.

NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, IN NO EVENT (INCLUDING, WITHOUT LIMITATION, DEFAULT BY OWNER), SHALL OWNER'S LIABILITIES, IF ANY, TO CONTRACTOR EVER EXCEED THE TOTAL CONTRACT PRICE, LESS ALL SUMS FOR WORK, MATERIALS AND/OR LABOR PREVIOUSLY PAID TO CONTRACTOR BY OWNER AND CONTRACTOR RELEASES OWNER FOR ANY LIABILITIES IN EXCESS OF SUCH TOTAL CONTRACT PRICE, INCLUDING WITHOUT LIMITATION LIABILITIES ARISING FROM OWNER'S NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CAUSES OF ACTION OR CLAIMS.

- 5.09. TITLE AND RISK OF LOSS. Although Contractor has custody and possession of the Work, as between Owner and Contractor, ownership and title to (as opposed to risk of loss of) all of the Work completed and in the course of construction at the Site and of all materials furnished irrespective of the location thereof, shall be in the name of the Owner. The vesting of such title in the Owner shall not impose any obligations on the Owner or relieve Contractor of any of its obligations hereunder. The Contractor warrants that it shall acquire no Work or equipment and materials, whether directly or through a subcontractor, subject to an agreement under which a security interest is retained by the seller or otherwise imposed by the Contractor, any subcontractor, or any other person or entity. Notwithstanding the passage of title, risk of loss or damage shall remain with Contractor until Substantial Completion approved by the Owner.
- 5.10. PROTECTION OF PERSONS AND PROPERTY. Contractor shall at all times take reasonable precautions for the safety of its employees and of all other persons at the Site, and for the protection of property of others, including property adjacent to the Site. Contractor shall comply with all applicable federal, state, and municipal safety laws and regulations and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the Manual of Accident Prevention in Construction published by the Associated General Contractors of America unless such instructions are incompatible with Laws and Regulations. Where damage occurs to property of others due to Contractor's or its subcontractors' or suppliers' acts or omissions, or where necessary to take down fences, signs, or other obstructions, Contractor shall repair, renew or replace in their original condition and restore damaged property or make satisfactory restitution to a condition equal to or better than that which existed before Contractor caused the damage or removal, at no cost to Owner. Contractor shall promptly report to Engineer all accidents involving Contractor's employees or any other parties or property. Where livestock are present, Contractor shall take all necessary precautions to assure that no construction or construction related activity will allow livestock to leave their confine. Where existing fences are being crossed, Contractor shall maintain the integrity of the fence during construction through placement of guards, temporary fences, or other adequate measures as approved by the Engineer. All construction activities, including ingress and egress, shall occur within the boundaries and Contract constraints of the temporary and permanent construction limits. Additionally, no staging, parking, loading, and/or unloading shall occur outside of the designated construction limits.
- 5.11. INSURANCE AND BONDS. Contractor shall procure and maintain in force and effect during the Work the insurance described in the Special Conditions. In addition, Contractor agrees to insure the Work under an appropriate builder's risk or other insurance policy until

the risk of loss transfers to Owner pursuant to 5.09. It is further agreed by the Parties to this Contract that Contractor will execute a Performance Bond, Maintenance Bond and/or Payment Bond, each as further specified in the Special Conditions.

5.12. INDEMNIFICATION.

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

- (I) BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER, EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE INDEMNIFIED PARTIES; AND**
- (II) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (I), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THIS CONTRACT OR IN CONNECTION WITH THE PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER.**

**PROVIDED, HOWEVER, THAT CONTRACTOR'S OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO ENGINEER, ARCHITECT, OR LANDSCAPE ARCHITECT OR THEIR AGENT, SERVANT, OR EMPLOYEE (THE "PROFESSIONAL PARTIES") FOR DAMAGE THAT:**

- I. IS CAUSED BY OR RESULTING FROM DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE PROFESSIONAL PARTIES, OR NEGLIGENCE OF THE PROFESSIONAL PARTIES IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONTRACT DOCUMENTS AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONTRACT DOCUMENTS; AND**
- II. ARISES FROM PERSONAL INJURY OR DEATH, PROPERTY INJURY, OR ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY INJURY.**

**THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

**CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.**

**THIS INDEMNIFICATION OBLIGATION IS INDEPENDENT OF THE INSURANCE REQUIRED HEREIN.**

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



**INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**Each party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that the party has no notice or knowledge of such provision or that the provision is not "conspicuous."**

**If other provisions contain any indemnities or limitations, such indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided herein to the end that all indemnities provided in the Contract Documents shall be construed to grant indemnity to the Indemnified Parties to the fullest extent of each such indemnity.**

**Contractor shall include in each of its subcontracts with its subcontractors of every tier the provisions of this Section 5.12 in the same form as in all material respects to those contained herein. Such provisions shall be for the benefit of and in favor of the Indemnified Parties and such other parties on whom Contractor and such subcontractors may agree.**

**5.13. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT AND INDEMNIFICATION.**

- a. Contractor shall not furnish or provide to Owner any materials or Work that infringe a third party's intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like). Contractor shall not disclose or provide to Owner any information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas which Contractor does not own or otherwise have the right to disclose or provide to Owner.
- b. Contractor represents and warrants that the materials and the Work shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such materials and Work shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- c. Contractor represents and warrants to Owner that all information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas disclosed or provided to Owner shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- d. Contractor represents and warrants that all processes or methods utilized by Contractor to provide its services to Owner are free from infringement of third party intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like) and that all

products provided by Contractor to Owner are free from third party claims of infringement of intellectual property rights, including allegations that the product infringes the claims of the United States process patent in violation of the Process Patents Amendment Act of 1988. Contractor shall cooperate fully and promptly with Owner with respect to any notice of infringement or request for disclosure or response to a request for disclosure generated or received by Owner in connection with Contractor's Work pursuant to the Process Patents Amendment Act of 1988. To the extent that Contractor obtains products from third parties which it intends to provide to Owner, Contractor shall obtain agreements from Contractor's vendors to cooperate in connection with requests for disclosure generated or received by Owner pursuant to the Process Patents Amendment Act of 1988.

- e. THE INDEMNITY AGREEMENT PROVIDED IN CONTRACTOR'S INDEMNITY OBLIGATION PROVIDED IN SECTION 5.12 ABOVE, INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: (I) CONTRACTOR'S BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING INTELLECTUAL PROPERTY RIGHTS; (II) ALLEGATIONS THAT OWNER, BY USE OF THE MATERIALS OR THE WORK, INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (WHETHER IT BE CLAIMS OF IMPROPER USE OF CONFIDENTIAL INFORMATION, PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR THE LIKE); (III) ALLEGATIONS THAT A THIRD PARTY OWNS INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS, DESCRIBED OR PROVIDED BY CONTRACTOR TO OWNER; (IV) ALLEGATIONS THAT OWNER'S OWNERSHIP OR USE OF INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DISCLOSED OR PROVIDED BY CONTRACTOR TO OWNER INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) ALLEGATIONS THAT THE PROCESSES UTILIZED BY CONTRACTOR IN PROVIDING ITS SERVICES TO OWNER INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS (INCLUDING A VIOLATION OF THE PROCESS PATENTS AMENDMENT ACT OF 1988); OR (VI) THE COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES INCURRED BY OWNER, IN ENFORCING THE INTELLECTUAL PROPERTY INDEMNITY INCLUDED IN THIS PARAGRAPH.

**IN ADDITION TO CONTRACTOR'S INDEMNITY OBLIGATION PROVIDED IN SECTION 5.12, ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND**

**INCLUDING ALL RELATED FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, BASED UPON, ARISING OUT OF, OR RELATING TO ANY ALLEGATION OF VIOLATION OF COPYRIGHT LAWS AS A RESULT OF CONTRACTOR'S PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK.**

- f. Contractor confirms and agrees that the Owner has and shall retain all rights, title, and interest in and to the drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights, provided to Contractor by or on behalf of Owner, and that by use of such drawings, documents, designs and information, the Contractor shall not acquire any right, title, or interest in such drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights. *The Owner makes no representation or warranty, and hereby disclaims any such warranty, that any information provided to the Contractor by or on behalf of the Owner in connection with the Work can be used without infringing any intellectual property rights of third parties under any intellectual property rights of the world.*

- 5.14. SUBCONTRACTOR'S ASSIGNMENT AND SUBLETTING. Contractor shall be fully responsible to Owner for all acts and omissions of any subcontractor, supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Contractor. All Work performed for Contractor by such subcontractor, supplier, persons or organization shall be pursuant to an appropriate agreement between Contractor and each such party that specifically binds such party to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

Contractor shall timely pay its subcontractors and material suppliers, as required by law and any agreements between or among Contractor and its subcontractors/material suppliers or other persons or organizations performing the Work, and such payments are a condition precedent to final payment.

- 5.15. CONTRACTOR'S SETTLEMENT OF THIRD PARTY CLAIMS. Contractor shall promptly settle or cause the settlement of all claims for which it is responsible, in whole or in part, pursuant to the Contract Documents. Upon receipt of any claim, Contractor shall immediately notify the Owner of the full particulars thereof, and the Owner may elect, by notice to Contractor, to have its representative accompany Contractor's representative in making settlement of the same.

- 5.16. SETTLING THIRD PARTY SMALL CLAIMS. Owner shall provide Contractor written notice of any claims made arising out of or relating to the Contract or the Contractor's performance of the Work. Contractor shall, within ten (10) calendar days following such notice, appoint in writing and thereafter, until Final Completion, unless earlier allowed by Owner, maintain on the Site a special agent who shall have full duty and authority on behalf of Contractor to settle and pay any claims payable by Contractor described herein, to request or confirm payment by Owner of such claims for the account of Contractor, and to do all other things necessary or convenient in connection with the foregoing authority. In addition, Contractor shall cause said special agent to accompany the representative of Owner to solicit

the settlement of such claims as Owner's representative may request. Contractor, through its special agent, shall settle and pay claims payable by Contractor hereunder, but only in the presence and with the cooperation of the representative of the Owner, and in such settlement Contractor shall take receipts and releases in favor of and releasing the Indemnified Parties as well as Contractor.

Understanding that Owner has a special interest in preserving the good will of persons whose property may be injured in the course of the Work, should Contractor fail to settle and pay claims, including providing written receipts and releases in favor of and releasing the Indemnified Parties, within thirty (30) calendar days of Owner's initial written notice, Owner shall thereafter have the rights and authority (in Owner's discretion) to itself settle and pay, on Contractor's behalf, such claims as described in this paragraph. Contractor expressly acknowledges, acquiesces and confirms that a representative of Owner may, in good faith, determine whether claims are payable in whole or in part by Contractor under the provisions herein (the hazard and expense of litigation and the special interest of Owner in liquidating all claims being considered), and if found so payable in part, the portion thereof payable by Contractor. To minimize the expense of employing agents in settling claims, Contractor hereby further authorizes Owner to settle and pay any claims payable by Contractor hereunder which may be settled at Owner's sole election for up to \$10,000 per claim (or such greater amount per claim as Contractor may fix by written notice to Owner). The amount of any such claims may be withheld from Contractor's final payment.

Contractor shall reimburse Owner for all costs and expenses incurred by Owner in the settlement of any claims payable by Contractor.

- 5.17. **CONTRACTOR'S USE OF OWNER'S PROPERTY.** In the event that any arrangement is made whereby Contractor or any of its subcontractors of any tier use any employees of Owner, any tools, equipment, apparatus, improvements or other personal property of Owner or any utilities (such as electricity, gas, water, compressed air and toilet facilities) furnished by or through Owner, irrespective of who pays the employees and regardless of whether any consideration is paid for the use of the tools or the utilities, then the employees while engaged in the use of the tools or the utilities shall be conclusively considered the agents, servants, and employees of Contractor, and the acceptance and/or use of the tools or the utilities by Contractor or its subcontractors of every tier shall mean the Contractor has inspected and determined the tools and utilities satisfactory for Contractor's intended purposes and uses, and accepted full responsibility for the tools and utilities. **Owner makes no representation or warranty regarding the condition or suitability of any such tools, equipment, apparatus, improvements, other property or utilities and Contractor releases Owner from all such claims of representation and/or warranty with regards the conditions of suitability of such tools, equipment, apparatus, improvements, other property, or utilities.** Contractor shall return the tools at the conclusion of Contractor's use thereof in the same condition as when received, ordinary wear and tear excepted.

5.18. **LAWS AND REGULATIONS.**

- a. Prior to beginning the Work, Contractor shall become familiar with all of the Laws and Regulations relating to the Work or which in any manner might affect the Work, and shall thereafter comply with all such Laws and Regulations. Contractor shall, at its expense, obtain all permits, licenses, certificates and other authorizations required



by or reasonably necessary in connection with the Work and shall at all times observe and comply with the Laws and Regulations.

- b. Contractor agrees that all financial settlements, billings, and reports rendered to Owner as provided for in the Contract Documents will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of Owner, which data may be relied upon by Owner and Engineer as being complete and accurate in any further recording and reporting made by Owner for whatever purpose.
- c. Contractor agrees to notify Owner promptly upon discovery of any instance where the Contractor fails to comply with provision (a), above, or where Contractor has reason to believe data covered by (b), above, is no longer accurate and complete.

- 5.19. BUSINESS STANDARDS. Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Owner. Contractor shall review with the Owner at reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with the Owner's employees, agents, and representatives, vendors, subcontractors and other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

In connection with this Contract and the Work, neither Contractor, its subcontractors of every tier, nor the employees, representatives, and agents of Contractor or any such subcontractor shall at any time solicit, accept, offer, or bestow gratuities of more than nominal value from or to one or more of the Indemnified Parties, any of Owner's other contractors associated with the Work, the employees, agents, or representatives of such other contractors, or anyone else associated with the Work. Violation of this policy by Contractor or any subcontractor shall constitute a material breach of Contractor's obligations under the Contract Documents that may result at the Owner's election in a declaration of default.

- 5.20. SAFETY.

- a. Contractor shall develop a safety program applicable to each job site and to the Work to be done and enforce such program at all times. Further, Contractor shall comply with all applicable Laws and Regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Contractor employees. Contractor shall have complete control of the Work and Site and responsibility for protecting the safety and health of its employees, subcontractors, and all other persons.
- b. Contractor shall notify Owner immediately by telephone, with prompt confirmation in writing, of injuries and fatalities that occur on the Site in connection with any Work being performed under this Contract and shall provide Owner with such reports of injuries and fatalities as Owner shall deem necessary, including but not limited to,

copies of all reports or other documents filed or provided to Contractor's insurers or the State of Texas in connection with such injury or fatality.

- c. Nothing contained herein shall be interpreted as enlarging Owner's legal duty to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor.

5.21. ALCOHOL, DRUGS, WEAPONS, ETC. The use of alcohol or controlled substances by any Contractor Parties on Owner's property or the Site or any person remaining on Owner's property or the Site under the influence of such substances is strictly prohibited. In addition, possession of alcohol, controlled substances, firearms, explosives, weapons, and hazardous substances or articles without proper authorization is not permitted on Owner's property or the Site. Entry onto Owner's property is deemed to be consent to and recognition of the right of Owner or a representative of the Owner who has been specifically authorized to search the person, motor vehicles, and other property of each individual while entering, on, or departing the Site.

5.22. UTILITY SERVICES FOR CONSTRUCTION. The Contractor shall provide all utilities necessary for construction at no additional cost to Owner unless otherwise specified in the Contract Documents.

5.23. OPERATION AND MAINTENANCE MANUALS. Operation and maintenance manuals are to be provided where required by an item in the Technical Specifications. The Contractor is responsible for obtaining installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the Contract and shall submit three copies of each complete manual and one CD to the Engineer within ninety (90) days after approval of Shop Drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the Site or storage location. Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor and/or Engineer to install, test, and start up equipment. Contractor shall comply with all such manuals in installing and operating such equipment.

Each manual must be bound in a folder and labeled to identify the contents and project to which it applies. The Engineer may additionally request electronic copies of each manual, stored on electronic media suitable to the Engineer. The manual should contain the following:

- a. An 8-1/2-inch x 11-inch typewritten sheet listing the manufacturer's identification, including order number, model, and serial number and location of parts and service centers.
- b. A separate 8-1/2-inch x 11-inch typewritten list of recommended stock of parts, including part number and quantity.
- c. Complete replacement parts list.
- d. Performance data and rating tables.

e. Specific instructions for installation, operation, adjustment, and maintenance.

5.24. INTERRUPTION OF UTILITY SERVICES. The Contractor shall not operate any valve or other control on existing systems. The Contractor shall exercise care in performing Work so as not to interrupt service, including, but not limited to, locating and uncovering existing utilities ahead of heavy excavation equipment and at house connections, either lifting trenching machine over lines or cutting and reconnecting with minimum interruption of service, as approved.

5.25. TRAFFIC AND OTHER SAFETY MEASURES. If the Work occurs on, near, or adjacent to any street, alley, or public place or where construction creates hazard to property, traffic, or public safety, the Contractor shall furnish and maintain suitable barricades, warning signs, lights and other safety items or mechanisms and remove same when no longer necessary. The Contractor shall be responsible for all phases of traffic control according to the guidelines as set forth in Manual on Uniform Traffic Control Devices and per all Laws and Regulations.

5.26. USE OF STREETS. Except where approved otherwise, the Contractor may not hinder or inconvenience travel on streets or intersecting alleys for more than two blocks at any one time. Whenever streets are closed the Contractor shall comply with all Laws and Regulations and place properly worded signs announcing such fact to the public, with proper barricades at the nearest street corners, on both sides of obstruction. The Contractor shall leave no street or driveway blocked at night. When streets are closed, Contractor shall also notify the Engineer, the Fire Department and the Police Department and any other parties required by Law and/or Regulation(s). The Contractor shall not block ditches, inlets, fire hydrants, etc., and, where necessary, shall provide temporary drainage.

The Contractor shall remove as soon as practicable, accumulated rubbish and open each block for public use. Use of any portion of a street shall not constitute acceptance of any portion of Work. The Contractor shall backfill and shape trenches across street intersections or driveways for safe traffic at night or, where permitted, span open trenches with steel plates or bridges to permit traffic flow. When driveways are cut, the immediate placement of mats for ingress or egress of vehicles may be directed if undue hardship to property owner would otherwise result and/or the Law requires.

5.27. CONSTRUCTION STORMWATER DISCHARGES. The Contractor shall, without any additional expense to the Owner, be responsible for obtaining any necessary licenses and permits and for complying with all applicable Laws and Regulations, including, but not limited to, any Laws or Regulations concerning storm water permitting and management. Specifically, without limitation, the Contractor will comply with all aspects of the Texas Pollutant Discharge elimination System ("TPDES") General Permit for Storm Water Discharges from Construction Activities in Texas and with the Storm Water Pollution Prevention Plan (SWPPP) that has been developed for the Project. At Owner's expense, the baseline SWPPP for the Project will be provided by the Engineer to Contractor. The Contractor will implement the baseline SWPPP and advise the Engineer in writing prior to implementing any changes required to the SWPPP due to changes in construction activities. The Engineer may update SWPPP due to changes in construction activities. The Contractor will file the Notice of Intent ("NOI") for permit coverage with the Texas Commission on Environmental Quality and will maintain a copy thereof, file stamped by such governmental authority, at the Site. Weekly inspection to ensure compliance with the SWPPP and other

permit requirements will be performed by the Contractor. Upon Final Completion, the Contractor shall file the Notice of Termination ("NOT") with the Texas Commission on Environmental Quality.

**The Contractor, and not the Owner, shall be responsible for, and the Contractor shall indemnify Owner from and against, any and all monetary fines or damages assessed by any governing agency resulting from the failure to comply with the requirements of the SWPPP.**

- 5.28. **SITE MAINTENANCE AND CLEAN-UP.** Contractor shall maintain the Site during construction to keep it reasonably neat and free of trash, rubbish, and other debris. In clean-up operations, Contractor shall remove from the Site and from public and private property temporary structures, rubbish, and waste materials and dispose of excavated materials beyond that needed to bring the Site to elevations shown. During final clean-up, any road constructed by Contractor for access to the Site must be leveled and ruts filled so that surface drainage is not hindered.
- 5.29. **AS-BUILT DIMENSIONS/ RECORD DRAWINGS.** The Contractor shall make daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities. Upon completion of Work, the Contractor shall furnish Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and location of all Work constructed.
- 5.30. **SANITATION.** Necessary sanitary conveniences for the use of laborers on the Work, properly secluded from public observation, shall be constructed and maintained by Contractor, in accordance with all Laws and Regulations and in such manner and at such point as shall be approved by Owner, and their use shall be strictly enforced.
- 5.31. **CONTRACTOR'S BUILDINGS.** The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as Owner shall prescribe, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to Owner in accordance with all Laws and Regulations.

#### **ARTICLE VI. ENGINEER'S STATUS DURING CONSTRUCTION**

- 6.01. **ENGINEER'S AUTHORITY AND DUTY.** It is mutually agreed between the parties to this Contract that: Engineer will act as Owner's representative during the construction of the Project, and that no act or omission on the part of Engineer, or its subordinates or representatives, will excuse Contractor from full and proper performance of this Contract according to its terms, or give rise to any liability or obligation from Engineer to Contractor. All authority and rights assigned by the Owner to the Engineer with respect to the Work are solely and exclusively for the benefit of the Owner and not for the Contractor. The Engineer shall have no liability to Contractor under these Contract Documents.

As a contractual adjudication procedure pursuant to Local Government Code 271.154 and in order to prevent delays, it is further agreed by and between the parties to the Contract that, if it cannot be otherwise agreed, Engineer shall in all cases: (i) determine the amounts and quantities of the several kinds of Work which are to be paid for under this Contract; (ii)



determine all questions in relation to said Work and the construction thereof; and (iii) decide every question in writing which may arise relative to the performance of this Contract on the part of Contractor. Provided, however, that should Engineer render any decision or make any requirement which, in the opinion of Contractor, is not in accordance with the meaning and intent of this Contract, Contractor must file with Engineer, as part of the contractual adjudication procedure, within thirty (30) calendar days, of Engineer's written decision Contractor's written notice of objection(s) to the decision or requirement so rendered. Contractor's failure to object to Engineer's decision or requirement within such contractual adjudication period of thirty (30) calendar days shall be deemed Contractor's agreement with such decision or requirement. It is the intent of this Contract that there shall be no delay in the performance of the Work. To this end, the decision or requirement of Engineer shall be promptly carried out. Engineer shall, within a reasonable time or as otherwise required in the Contract Documents, render and deliver to both Owner and Contractor a written decision on all Claims of the parties hereto and on all questions that may arise relative to the execution of the Work or the interpretation of the Contract, Technical Specifications, or Plans.

- 6.02. EXAMINATION, OBSERVATION, AND TESTING. It is agreed by Contractor that Engineer shall be and is hereby authorized to appoint from time to time such subordinate engineers or Project representatives as Owner may deem proper to examine the material furnished and observe the Work done and to ascertain whether the said material is furnished and said Work is done in accordance with the Contract Documents. Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers or Project representatives for the proper examination and testing of the Work and materials. The authority of subordinate engineers and Project representatives shall be limited to examination, observation, and testing of Work and materials, and reporting same to Engineer.
- 6.03. PRELIMINARY APPROVAL. Neither Engineer nor its subordinates shall have any power to waive the obligations of this Contract for the furnishing by Contractor of good, new material, or for Contractor's obligations to perform the Work in a good and workmanlike manner as herein described and in full accordance with the Plans, Technical Specifications, and other Contract Documents. No action taken or thing done, written or oral, including, but not limited to, inspections made, payments made, or Final Completion of the Work, and no failure or omission of Engineer or its subordinates to discover, object to, or condemn any defective Work or material, shall release Contractor from the obligation to fully and properly perform the Contract, including, without limitation, the obligation to at once tear out, remove, and properly replace the same.

Any questioned Work may be ordered by Engineer to be taken up or removed for re-examination prior to Final Acceptance, and if found not in accordance with the Contract Documents for said Work, all expense of removing, reexamination, and replacement shall be borne by Contractor; cost of uncovering any Work will be borne by Owner only when the Work is found acceptable and the Work was originally performed with the knowledge of the Engineer.

- 6.04. RIGHT OF ENGINEER TO MODIFY MATERIALS AND EQUIPMENT. The Contractor shall provide and use accepted equipment and materials in sufficient qualities and quantities to facilitate diligent prosecution of the Work to the end that the Work will be completed within the time for completion and otherwise in accordance with the Contract Documents. If at any time Engineer shall find that the materials or equipment used by Contractor are faulty

or inadequate to secure the quality of Work or the rate of progress necessary for Contractor to complete the Work (or any portion thereof) within the time period required by this Contract or otherwise will prevent the Work from being completed in accordance with the Contract Documents, Engineer may, in writing, require Contractor to improve the materials and/or equipment, and/or replace and/or supplement them, and Contractor shall comply with such requirements.

- 6.05 **WORK FORCE AND EQUIPMENT.** If at any time the working force of Contractor is inadequate for securing the progress herein specified, Contractor shall, if so notified in writing, increase its work force or equipment, or both, to such an extent as to ensure compliance with the schedule of progress (and timely completion of the Work) all in accordance with the Contract Documents.

#### ARTICLE VII. EXTRA WORK/ CHANGE ORDERS/ CLAIMS

- 7.01. **CHANGES AND ALTERATIONS.** Contractor further agrees that Owner may make such changes and alterations as Owner may see fit in the line, grade, form, dimensions, Plans, Technical Specifications, or materials for or scope of the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this Contract and the accompanying Bonds.

If such changes or alterations diminish the quantity of the Work to be done, such changes may reduce the Contract Price according to the quantity of Work actually done and the unit price established for such Work under this Contract and shall not constitute the basis for a Claim. If such changes or alterations increase the amount of Work and the increased Work can fairly be classified under the Plans, Technical Specifications, or other Contract Documents, such increase shall be paid for according to the quantity of Work actually done and at the unit prices established for such Work under this Contract, otherwise such Extra Work shall be paid for as provided in this Article. If Owner makes such changes or alterations as makes useless any Work already done or materials already furnished or used in accordance with the Contract Documents in connection with said Work, then Owner shall recompense Contractor for such Work, labor and materials, in accordance with the prices therefore in the Contract Documents, made useless by such change.

- 7.02. **EXTRA WORK.** It is agreed that Contractor shall perform all Extra Work when presented with a Written Work Order or Change Order. **The Contract Price for Extra Work may be changed only by a Change Order signed by Owner, Engineer, and Contractor.** It is agreed that pricing in any Change Order for performing Extra Work shall be determined by one (1) or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "actual field cost" of the Extra Work, less any savings attributable to the change, alteration or addition, plus fifteen percent (15%) of the net amount.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, and all materials, supplies, teams, trucks, and rentals on machinery and equipment for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred if such equipment or machinery be not already on the job together with all power, fuel, lubricants, water, and similar operating expenses; also all necessary incidental expenses, incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable proportion of premiums on all Bonds and all insurance as may be required by any law or ordinance, or required by Engineer or Owner, or by them agreed to. Engineer may prescribe the form in which accounts of the "actual field cost" shall be kept and may also specify, in writing, before the Work commences, the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Work Order or Change Order. The fifteen percent (15%) of the "actual field cost" to be paid Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate this office shall be included in the "actual field cost." When Extra Work is performed by a subcontractor, the fifteen percent (15%) will apply to the subcontractor only. The Contractor will be allowed five percent (5%) for overhead and profit.

**No Claim for Extra Work of any kind will be allowed unless ordered in writing by Engineer.** In case any requirements, response to request for information, response to a submittal or other communication made by Engineer or any other event appear to Contractor to involve Extra Work for which Contractor should receive compensation, Contractor shall immediately, and in any event within thirty (30) calendar days after being notified of any such requirement, response, or communication or after such event, make written request to Engineer for written authorization there for. Such written request for written authorization shall set forth Contractor's belief of, basis for and amount of expected compensation. IN NO EVENT SHALL CONTRACTOR BEGIN PERFORMING THAT PORTION OF THE WORK AFFECTED BY SUCH REQUIREMENT, RESPONSE, OR COMMUNICATION PRIOR TO GIVING SUCH WRITTEN REQUEST FOR WRITTEN AUTHORIZATION TO THE ENGINEER. Any written request for written authorization not timely made by the Contractor shall be deemed a waiver by the Contractor of its right to assert and recover any additional compensation or otherwise on a Claim in respect of such request, response, or communication. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and Engineer insists upon its performance, Contractor shall proceed with the Work after making its written request for written authorization to Engineer and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor a written decision on all Claims as provided under Section 6.01 in these General Conditions.

- 7.03 ESTIMATED QUANTITIES. The estimated quantities of the various classes of Work to be done and material to be furnished under this Contract are approximate and are to be used only



as a basis for estimating the probable cost of the Work and for comparing the Bids offered for the Work. It is understood and agreed that the actual amount of Work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that the basis for determining quantities for payment under this Contract shall be the actual amount of such Work done and the material incorporated.

**CONTRACTOR AGREES THAT IT WILL MAKE NO CLAIM AND RELEASES OWNER FOR DAMAGES, ANTICIPATED PROFITS, OR OTHERWISE ON ACCOUNT OF ANY DIFFERENCES WHICH MAY BE FOUND BETWEEN THE QUANTITIES OF WORK ACTUALLY DONE OR THE MATERIAL ACTUALLY INCORPORATED UNDER THIS CONTRACT AND THE ESTIMATED QUANTITIES CONTEMPLATED AND CONTAINED IN THE BID.**

Where the final quantity of Work performed by Contractor on "Major Unit Price Work" item differs by more than twenty-five percent (25%) from quantity of the item stated in the Contract, a party may request (subject to Owner's approval) an adjustment in the unit price, for the portion that differs by more than twenty-five percent (25%), by a Change Order. Major Unit Price Work is defined as an individual unit price line item whose original total value: (i) is greater than five percent (5%) of original Contract Price; (ii) becomes greater than five percent (5%) of original Contract Price as the result of an increase in quantity; or (iii) is greater than or equal to \$100,000, whichever is least.

- 7.04. **EXTENSION OF TIME.** Subject to the remainder of this paragraph, should Contractor be delayed in the completion of the Work by any act or negligence of Owner or Engineer, or by any employee of either, or by other contractors employed by Owner, or by changes ordered in the Work, then, if the other requirements for an extension of time are met, an extension of time shall be allowed for completing the Work sufficient to compensate for the delay, the amount of the extension to be the amount approved by Owner, based on the recommendation by Engineer; provided, however, that Contractor shall give Engineer notice in writing of the cause of such delay and the impact to the critical path of the schedule prior to the tenth day of the month following the month in which the delay occurred. Failure to file requests for extension of time within the time set forth in and otherwise as required by this paragraph shall constitute a waiver of any rights the Contractor may have had to such extensions of time. Contractor shall support its request for time extension with such information as required by Engineer. Approved extensions of time must be made in writing, signed by the Owner, Engineer, and Contractor.

Contractor will not be allowed time extensions that are due to: (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven (7) hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent



**delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.**

- 7.05 HINDRANCES, INTERFERENCES, DISRUPTIONS, AND DELAYS. The Contractor shall receive no financial compensation for delay, interference, disruption, or hindrance at any time in the commencement or progress of the Work for any reason and for any period of time, by an act, omission or neglect, or otherwise, of the Owner, Engineer or any other consultant or Contractor of the Owner, or of an employee of any of them; or by changes ordered in the Work; or by fire, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes that may justify delay. To the fullest extent allowed by applicable Laws and Regulations, in no event shall the Owner be liable to the Contractor or any subcontractor or supplier, any other person or any surety for or any employee or agent of any of them, and Contractor releases Owner, for any damages arising out of or associated with any delay, interference, disruption, or hindrance to the Work, regardless of the source of the delay, interference, disruption, or hindrance, AND EVEN IF SUCH DELAY, HINDRANCE, DISRUPTION OR INTERFERENCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT, HOWEVER CHARACTERIZED, OF THE OWNER OR THE ENGINEER OR THE EMPLOYEES, REPRESENTATIVES OR AGENTS OF THE OWNER OR ENGINEER. The Contractor's sole remedy in any such case shall be an extension of time in such amount as allowed by Section 7.04 of these General Conditions.
- 7.06 NOTICE. CONTRACTUAL ADJUDICATION PROCEDURES. It is agreed that, unless specifically waived in the Contract Documents, all Claims shall be referred to Engineer for a decision. All Claims shall be in writing and filed with Engineer within thirty (30) calendar days of the event giving rise to such Claim, unless a specific provision of the Contract Documents provide a shorter period of time for such filing, in which case it shall occur within such shorter time. Written notice stating the general nature of each Claim and the amount or extent of the Claim, with supporting data, must be provided so the Owner and Contractor can investigate and settle disputes, if any, while construction continues. The Claim shall also be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event. Engineer shall reply to such written Claims by Contractor and render its final decision in writing within thirty (30) days of receipt of the Contractor's last submittal. In the event Engineer shall take no action, the Claim shall be deemed denied. Contractor must provide notice of its intent to appeal Engineer's decision within ninety (90) days of Engineers final decision or within ninety (90) days from the end of the thirty (30) day timeframe for Engineer to reply to Contractor's written Claim, whichever is earlier.

Contractor hereby confirms its willingness and ability to comply with the contractual adjudication procedures of the Contract Documents for seeking an adjustment in price or time, or other relief and hereby agrees that the time periods, notice requirements and procedures set forth in the Contract Documents are reasonable time periods, notice requirements and procedures and that Owner will be prejudiced if Contractor fails to comply with such time periods, notice requirements and procedures. ACCORDINGLY, CONTRACTOR'S FAILURE TO COMPLY WITH THE TIME PERIODS, NOTICE REQUIREMENTS AND CONTRACTUAL ADJUDICATION PROCEDURES OF THE

CONTRACT DOCUMENTS WITH RESPECT TO A CLAIM FOR ADJUSTMENT IN PRICE OR TIME, DAMAGES OR OTHER RELIEF SHALL CONSTITUTE A WAIVER OF THE CLAIM, INCLUDING CLAIMS ARISING OUT OF OWNER'S NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

IT IS FURTHER AGREED THAT ACCEPTANCE BY CONTRACTOR OF THE FINAL PAYMENT SHALL BE A BAR TO ANY CLAIMS OR SUITS BY CONTRACTOR AGAINST OWNER FOR ANY MATTERS RELATED TO THIS CONTRACT, INCLUDING MATTERS ARISING OUT OF OWNER'S NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

#### **ARTICLE VIII. TESTS AND INSPECTIONS/ DEFECTIVE WORK/ WARRANTY**

- 8.01. TESTING AND INSPECTION. The Owner shall arrange and obtain all inspections and tests required by the Contract Documents; provided, however, that if initial testing fails, all retests will be at Contractor's sole expense. Such testing and inspection is for the sole benefit of Owner, and Owner makes no representation or warranty as to the accuracy of the results of any test or inspection. Contractor at its own expense shall provide such laboratory with all test specimens required by the Contract Documents. The Contractor shall notify the Engineer prior to manufacture or fabrication of items so that observation may be accomplished and furnish field samples of materials to Engineer for testing.

- 8.02. DEFECTS AND THEIR REMEDIES; WARRANTY PERIOD. It is agreed that if the Work or any part thereof, or any material delivered to the Site for use in the Work or selected for the Work, shall be deemed by Engineer as unsuitable or not in conformity with the Contract Documents, Contractor shall, after receipt of written notice thereof from Engineer, forthwith remove such material and rebuild or otherwise remedy such Work so that it shall be in full accordance with this Contract.

It further is agreed that all Work or any part thereof, including equipment installed, shall be free from defects due to faulty workmanship or materials during the warranty period of one year from the date of Final Completion. Contractor shall notify Engineer in writing thirty (30) days in advance of the expiration of such one-year warranty period, and Engineer shall thereafter schedule a final inspection of the Work prior to the expiration of the warranty period. Contractor's failure to notify the Owner of the expiration of the warranty period, as provided herein, shall extend the warranty period for successive thirty (30) day periods until such written notice is received. Upon notice from Owner, Contractor shall repair defects in all construction that develop during the warranty period, or as noted on the final inspection report, at no cost to Owner. Neither Final Acceptance nor final payment nor any provision in the Contract Documents relieves Contractor of the above guarantee.

If observed by Owner, notice of the defects will be given by Owner to Contractor with reasonable promptness. Failure to repair or replace defect upon notice entitles Owner to repair or replace same and recover reasonable cost thereof from Contractor and/or its surety.

- 8.03. RIGHT OF ENTRY. Owner reserves the right to enter the property or location on which the Work herein contracted for is to be constructed or installed, by Engineer and such agent or

agents as Owner may elect, for the purpose of examining, observing, or testing the Work, or for the purpose of constructing or installing such collateral Work as Owner may desire.

**ARTICLE IX. PRICE FOR WORK/ PAYMENTS TO CONTRACTOR**

- 9.01. **PRICE FOR WORK.** In consideration of the furnishing of all the necessary labor, equipment, and material and the completion of all Work by Contractor, and on the Final Completion of all Work and the delivery of all materials embraced in this Contract in full conformity with the Contract Documents, Owner agrees to pay Contractor the final Contract Price. Contractor hereby agrees to pay such prices as are necessary for furnishing all materials and all labor required for the aforesaid Work, including all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner prescribed by and in accordance with the Contract Documents, including the Plans and the attached Technical Specifications, and requirements of Engineer.
- 9.02. **PROGRESS PAYMENTS.** On or before 25<sup>th</sup> day of each month, the Contractor shall submit an application for progress payment to the Engineer showing the total value of the Work completed. Progress payments for unit price work will be based on the number of units completed. No payment shall be requested nor made for materials purchased or stored on-site that are not yet incorporated into the Work unless specifically authorized by the Owner. If requested, Contractor shall meet with the Engineer at the Site to verify quantity of Work completed.

Beginning with the second application for progress payment, each application shall include an affidavit and lien release of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations with respect to the prior application for payment.

Engineer shall promptly review each application for payment, including required submittals. Engineer shall provide to Owner a statement showing, as complete as practicable and based upon Engineer's inspections, the total value of the Work completed by the Contractor together with Engineer's recommendation as to payment. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, such payments are not due and payable under the Contract Documents. Payments based on such interim statements are subject to adjustment and correction as set forth in the Contract Documents.

Unless otherwise provided herein, Owner shall pay Contractor the total amount of Engineer's application for payment, less 10 percent (10%) of the amount thereof, and further less all previous payments, and further less all sums that may be retained by Owner under the terms of this Contract. The stated 10 percent retainage may be retained until 45 calendar days after final payment is made. The ten percent (10%) retainage will not be released without properly executed Unconditional Waiver(s) and Release(s) on Final Payment, in the form provided by the Texas Property Code, provided to Owner. Payment shall be made by Owner on or before the 46<sup>th</sup> day from receipt of the Engineer approved monthly application for payment.

Owner may, at Owner's option, withhold part or all of any payment due the Contractor if: (i) any Work progress falls behind schedule or any requirement of the Contractor as provided in the Contract is not performed timely or as scheduled, including submission of any submittals, reports, Shop Drawings, samples, test reports; (ii) any Work is defective or not in

strict compliance with this Contract or should Contractor otherwise fail to perform Work in accordance with the provisions of this Contract; (iii) Owner has incurred damages, including, without limitation, any additional costs associated with design professionals, attorneys or other consultants, as a result of any action or inaction by Contractor not in accordance with the Contract; (iv) claims have been made against Owner on account of Contractor's performance (or non-performance) or furnishing of the Work; (v) Contractor is in breach of the Contract Documents; (vi) there is evidence that the Work cannot be completed for the unpaid balance of the Contract Price; (vii) Contractor has failed to submit proper statements for payment with all required attachments and supporting documentation, which documentation shall expressly include consent of Contractor's surety as to payment, without obligation to the surety to do so, if, in Owner's sole discretion, any cause for such consent exists; (viii) Contractor has failed or allegedly failed to make payment to any tier of subcontractor or supplier; and (ix) any other items entitling Owner to an offset against the amount recommended for payment. It is understood, however, that in case the whole Work is near completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the Owner may, at Owner's option and upon written recommendation of the Engineer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the Owner's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due him under the Contract, subject to the conditions stated in Section 10.01.

**Partial payment shall not be construed as an acceptance of defective or non-conforming Work.**

- 9.03. PAYMENT OF SUBCONTRACTOR/MATERIAL CLAIMS. Should Owner receive notice of any claim(s) of unpaid labor or materials (or damages) from subcontractors, material suppliers, or any other person or entity, Owner may, at its option, withhold part or all of any payment due the Contractor until Owner, in its discretion, is satisfied that such claim(s) have been fully resolved and paid by Contractor, or Owner may, at its option, pay such claim(s) using the withheld funds.
- 9.04. RIGHT OF SET-OFF. If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, or if the Contractor owes the Owner money for any other reason, then, for all purposes and at all times, without waiver or limitation of any of its other rights or remedies under this Contract and applicable Laws and Regulations, Owner shall have the right, but not the obligation, to deduct and withhold the amount of money, if any, that may ever be due from Contractor (or its surety) to Owner from any monies that Owner owes Contractor (or its surety), or to issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

#### **ARTICLE X. SUBSTANTIAL COMPLETION, PARTIAL USE, FINAL COMPLETION, AND ACCEPTANCE**

- 10.01. SUBSTANTIAL COMPLETION. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the



Contractor shall notify Engineer and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner, or Owner's Engineer does not consider the Work substantially complete, Engineer will notify Contractor giving reasons for the position. After performing any required Work, Contractor shall then submit another request for Engineer to determine Substantial Completion. If Owner considers the Work substantially complete, Engineer will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before Final Acceptance and final payment, and may establish responsibilities of the Owner and Contractor for security, maintenance, utilities, or damage to the Work and insurance until the time of Final Acceptance. If the certificate of Substantial Completion omits responsibilities as to security, maintenance, utilities, or damage to the Work or insurance, the responsibility for the omitted item(s) shall remain with the Party assigned the responsibility in the Contract Documents. Failure to include an item on the punch list does not alter the responsibility of Contractor to complete the Work in accordance with the Contract Documents. Contractor, Engineer, and Owner shall sign the certificate of Substantial Completion confirming the matter is set forth in such certificate.

- 10.02. PARTIAL USE. Use by Owner, at Owner's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents; or ii) Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following: Owner at any time may request Contractor to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and is substantially complete. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Engineer that such part of the Work is substantially complete and request Engineer to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. Contractor at any time may notify Engineer that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done in the portion being accepted. The notice for the portion of the Work that is substantially complete may establish responsibilities of the Owner and Contractor for security, maintenance, utilities, damage to the Work and insurance for the portion of the Work which is substantially complete and being utilized by Owner. If the notice for the portion of the Work that is substantially complete omits responsibilities of the Owner and Contractor for security, maintenance, utilities, damages to the Work or insurance for the portion of the Work which is substantially complete and being utilized by Owner, the responsibility for the omitted item(s) remains with the Party assigned the responsibility in the Contract Documents.
- 10.03. FINAL COMPLETION, INCLUDING FINAL ACCEPTANCE, AND PAYMENT. Upon completion of the Work, Contractor shall give the Engineer written notice that the Work has been fully and finally completed and must certify that the Work is complete and was built in conformance with the Plans, Technical Specifications, and other Contract Documents. Such written notice must be accompanied by all documentation called for in the Contract Documents, including but not limited to: (i) the consent of surety to final payment; (ii)

Contractor Affidavit for Final Payment and Bills Paid; and (iii) as-built drawings, as described in Section 5.29 of these General Conditions. Drawings will be reviewed by Engineer and returned to Contractor so that any adjustment required may be made.

Contractor shall also furnish like certifications and releases from all subcontractors who performed Work on the Project. Subcontractor certifications shall be limited to that Work actually performed by the subcontractor. Such certifications shall be executed on the forms provided. These certifications must accompany the executed Contractor Affidavit for Final Payment and Bills Paid and are a condition precedent to final payment.

Within ten (10) calendar days after Engineer receives Contractor's written notice, certification(s), and required documentation, Engineer will schedule inspection by Engineer, Owner, and Regulatory Agencies; provided, however, that additional time shall be allowed for scheduling such inspections if required due to the Regulatory Agencies' availability or responsiveness. If the Work is found to be completed in accordance with the Contract Documents, including the Plans and Technical Specifications, and acceptable to the Engineer, Owner, and Regulatory Agencies, Engineer shall proceed to make final measurements and prepare a final statement of the value of all Work performed and materials furnished under the terms of the Contract Documents and shall submit the final statement to Contractor for approval. Upon receipt from the Contractor of the executed approved final statement and all other documents required by the Contract Documents for final payment, the Engineer shall issue to the Owner a certificate of completion and Contractor-approved final statement of the value of the Work performed. The Owner shall thereafter make Final Acceptance of the Work and shall pay to the Contractor on or before the 46<sup>th</sup> day after the date of the certificate of completion the balance due Contractor under the terms of this Contract, provided it has fully performed its contractual obligations under the terms of this Contract.

The Owner shall be entitled to withhold from such final payment for any circumstance for which Owner is entitled to withhold pursuant to General Conditions. For example, but not by limitation, should Owner receive notice of any claim(s) of unpaid labor or materials (or damages) from subcontractors, material suppliers, or any other person or entity, Owner may, at its option, withhold part or all of any of the final payments due the Contractor until Owner, in its discretion, is satisfied that such claim(s) have been fully resolved and paid by Contractor, or Owner may, at its option pay for such claims(s) using the withheld funds.

The ten percent (10%) retainage may be held by Owner for forty-five (45) calendar days after the date of said payment, after which said retainage will be paid to Contractor in full, provided it has fully performed its contractual obligations under the terms of the Contract and Owner is not otherwise entitled to withhold payment.

It is understood that in the event that all Work has been completed, final payment less ten percent (10%) retainage has been paid, and forty-five (45) calendar days have passed but, due to no fault or neglect on the part of Contractor, notification of Regulatory Agency acceptance has not been obtained, then Owner may, at Owner's option, pay Contractor a reasonable and equitable portion of the retainage; or Contractor, at Owner's option, may be relieved of its obligation to further perform hereunder, and thereupon, Contractor shall receive payment of the balance due it under the Contract subject to the conditions stated in this Section.

Neither Final Acceptance by Owner, nor the final payment, nor any provision in the Contract Documents, shall relieve Contractor of: (i) the obligation for fulfillment of any warranty or guarantee that may be required in the Contract Documents, including the Technical Specifications; (ii) the obligation to repair defective Work or materials; (iii) Contractor's indemnification obligations under this Contract; or (iv) any of Contractor's continuing obligations.

- 10.04. OPERATION OF FACILITIES. The Owner reserves the right to operate new facilities during the construction period. Use of new facilities by the Owner during construction will not constitute Final Acceptance of the Work and will not constitute the date for start of any required warranty periods or guarantees. The Contractor will provide all necessary maintenance, including normal lubrication and adjustment, to new facilities operated by the Owner until Final Acceptance of the Work.

#### ARTICLE XI. SUSPENSION OF WORK/ TERMINATION/ DEFAULT

- 11.01. SUSPENSION OF WORK. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than sixty (60) consecutive calendar days by written notice to Contractor.
- 11.02. OWNER'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case the Owner may offset from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's or other consultant's additional services made necessary by such default, neglect or failure (the "Cost to Cure"). Such action by the Owner and Cost to Cure the Contractor are both subject to prior approval of the Engineer. If payments then or thereafter due the Contractor are less than the Cost to Cure, the Contractor shall pay the difference to the Owner.
- 11.03. TERMINATION FOR CONVENIENCE OF OWNER. Owner may terminate Contractor's performance under the Contract for Owner's convenience at any time upon written notice to Contractor, whether or not Contractor is in default and, in such event, Owner's only liability will be to pay Contractor the following amounts:
- a. The unpaid balance due Contractor for the Work actually performed and accepted, based on the schedules and tables, unit prices and lump sums enumerated in the Contract Documents; and
  - b. Reasonable expenditures made and costs incurred by Contractor for the materials ordered by Contractor for the Work prior to the date of termination and not incorporated in the Work, less reasonable salvage or resale value, provided such materials conform to the Specifications, and for labor performed on any such materials prior to the date of termination and associated labor insurance and labor payroll taxes.

From the total of the items enumerated in items (a) and (b), above inclusive, there shall be deducted the total dollar amount of all claims of Owner against Contractor, including the total dollar amount of claims on account of delay or defects in materials and/or workmanship.

The amount payable under the provisions of this section, plus the sum of all amounts previously paid under the Contract, shall in no event exceed the Contract Price. Notwithstanding anything to the contrary contained herein or in the other Contract Documents, neither the Owner nor any other party shall be responsible for damages for loss of anticipated profits on Work not performed on account of any termination of the Contract.

Contractor shall transfer and assign to Owner in accordance with Owner's instructions, all materials, supplies, Work in process, and other things for which Contractor is entitled to receive reimbursement hereunder, and all plans, drawings, working drawings, sketches, specifications, and information in connection with the Work, and shall take such action as may be necessary to secure to Owner, at Owner's election, the rights of Contractor under any or all orders and subcontracts made in connection with the Work.

If and as Owner so directs or authorizes, Contractor shall sell at a price approved by Owner, or retain at a price mutually agreeable, any such materials, supplies, Work in progress or other things as referred to above. The proceeds of any such sale or the agreed price shall be paid or credited to Owner in such manner as Owner may direct to reduce the amount payable by Owner.

If requested by Owner, Contractor shall endeavor to cancel any or all of its outstanding orders or subcontracts upon such terms as may be approved by Owner.

Upon the performance of the obligations described in this section by the respective parties, all obligations of the respective parties under the Contract shall be discharged, except such obligations as by their terms, express or implied, contemplate continued obligations after acceptance of the Work.

Nothing herein shall affect the right of Owner to terminate Contractor's performance as provided elsewhere in the Contract Documents.

**11.04. TERMINATION FOR CAUSE AND EVENTS OF DEFAULT.** An event of default includes, without limitation, any one (1) or more of the following:

- a. A petition in bankruptcy is filed by or against Contractor, or Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the insolvency of Contractor or to take charge of the Work or any part thereof.
- b. Contractor fails or refuses to supply enough properly skilled workers or proper equipment, or fails to make prompt payment when due to subcontractors for materials, equipment or labor.
- c. Contractor disregards the Laws and Regulations or the instructions of Owner or of Engineer.



- d. Contractor breaches any of the provisions of the Contract Documents, or breaches any of its representations or warranties in the Contract Documents, or otherwise fails or refuses to perform or fulfill all or any part of its obligations under the Contract Documents.

If one (1) or more of the identified events occur, Owner or Engineer, in Owner's sole discretion without waiving any rights, may provide written notice to Contractor and Contractor's surety of its intent to terminate for cause. Owner will allow a minimum of five (5) calendar days to cure deficiencies in performance, then in any such case, Owner may, by written notice to Contractor and its surety, declare Contractor in default under the Contract Documents and terminate Contractor's performance under the Contract and may at its option employ any remedies provided for in the Contract Documents or otherwise available at law or in equity.

Nothing contained herein shall be interpreted as enlarging Owner's legal duty to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor. Should Owner elect to terminate the performance of Contractor hereunder, then such termination shall not waive, extinguish or diminish the obligations and liabilities of the Contractor or its surety existing as of the termination date. Contractor shall submit and does hereby submit to the personal jurisdiction of the state or federal courts having subject matter jurisdiction and sitting in the county in which the Site is located, for the adjudication of any suit brought to enforce Owner's rights and remedies under the Contract.

If for any reason, the Owner's termination for cause is deemed to be invalid, improper, or not enforceable, the Owner's termination for cause is automatically converted to a termination for convenience under 11.03.

- 11.05. REMEDIES FOR DEFAULT OF CONTRACTOR. In the event the Owner elects to terminate Contractor for cause, Owner shall have the right, but not the obligation, at its sole election and discretion, and without prejudice to any other right or remedy available to it, to take possession of the Work and the Site and use all or any part of Contractor's equipment, tools and materials to itself finish, or cause to be finished by another contractor, the Work by whatever method Owner may deem expedient. Further, Contractor shall not be entitled to receive further payment until the Work achieves Final Completion. If the unpaid balance of the Contract Price exceeds the costs and expenses of terminating the Contract and finishing the Work, (including, without limitation, attorney's, engineering, surveying and other professionals' fees and costs, together with the costs of completing the Work), such excess shall be paid to Contractor. If such costs and expenses exceed the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner. The amount to be paid to the Contractor or Owner, as applicable, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

In the event Owner elects to make demand on Contractor's performance Bond, the Contractor's surety shall be obligated to complete or cause completion of the Work in strict conformity with the Contract, including Contract Times. If the Owner reasonably determines that the surety is not proceeding diligently and with promptness to complete its obligation hereunder, the Owner may provide the surety with written notice of the surety's failure to do so. If seven (7) days after the surety receives said notice, the Owner still reasonably

determines that the surety is not proceeding diligently and with promptness to complete its obligation hereunder, Owner may take possession of the Work and the Site and use all or any part of Contractor's equipment and materials to itself finish, or cause to be finished by another contractor, the Work by whatever method Owner may deem expedient as provided in the preceding paragraph.

#### ARTICLE XII. MISCELLANEOUS

- 12.01. **NO THIRD PARTY BENEFICIARIES.** The Contract Documents shall not create any rights in third parties and no provision of the Contract Documents shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the Owner, the Indemnified Parties, and the Contractor. Without limiting the foregoing, the Owner shall have no obligation to pay or to see to the payment of any monies due to any of Contractor's subcontractors or material suppliers of every tier or to any other person or entity.
- 12.02. **SEVERABILITY.** Except as otherwise provided under Section 5.12 of these General Conditions, if any term, condition or provision of the Contract Documents, or the application thereof to any person or circumstance, shall ever be held to be void, voidable or unenforceable, then in each such event the remainder of the Contract Documents or the application of such term, condition or provision to any other person or any other circumstance (other than those as to which it shall have been held void, voidable or unenforceable) shall not be affected thereby, and each term, condition or provision of the Contract Documents shall remain valid and enforceable to the fullest extent permitted by Laws and Regulations.
- 12.03. **NON-WAIVER OF RIGHTS.** Any failure by the Owner at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract Documents shall not constitute a waiver of the right to enforce or require the strict keeping of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of Owner at any time to avail itself of such remedies as it may have for any subsequent breach or breaches of any such term or condition or of any other term or condition of the Contract Documents, including, without limitation, the right to terminate. Notwithstanding any provision hereof, neither Owner's receipt of non-compliant bonds or non-compliant insurance certificates nor Owner's allowance of Contractor to proceed with the Work, shall be construed to relieve Contractor of its obligation to provide bonds and insurance in favor of Owner according to the requirements of these Contract Documents.

Contractor agrees that Owner shall not be precluded or estopped by any action taken or thing done, written or oral, including, but not limited to, inspections made, payments made, or final completion of the Work, from showing that the actual amount and character of the Work done and equipment and materials furnished by Contractor do not in fact conform to the Plans, Technical Specifications or other Contract Documents. Contractor also agrees that Owner shall not be precluded or estopped because of any action taken or not taken, from demanding and recovering from Contractor any damages resulting therefrom or from the Contractor's other failure to comply with the Contract Documents.

In the event of termination by Owner of Contractor's performance under the Contract for convenience, on account of Force Majeure, or by reason of Contractor's default, no rights or

remedies of Owner shall thereby be waived, nor shall any breach by Contractor of the provisions in the Contract Documents which has occurred or is continuing at the time of such termination be waived, regardless of whether or not default has been declared.

- 12.04. **OWNER'S AUDIT RIGHTS.** Owner's duly authorized representatives shall have access at all reasonable times to all Contractor's and subcontractor's personnel, job description, employment and qualification records, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, data stored in computers, and memoranda of every description pertaining to Work for the purpose of auditing and verifying costs of Work or for any other reasonable purpose. Owner's representatives shall have the right to reproduce any of the aforesaid documents.

Contractor shall preserve and shall cause its subcontractors to preserve all the aforesaid documents for a period of five (5) years after completion and acceptance of termination of Work.

If audit by Owner reveals charges or costs charged to or paid by Owner as costs or fees which are not proper or exceed the rates or amounts permitted under the Contract Documents for any such matters, the Owner shall be entitled upon demand for a refund from Contractor of all such amounts, plus interest thereon from the date of payment by Owner until the date of refund by Contractor at the rate of the lesser of: (i) eighteen percent (18%) per annum; or (ii) the maximum rate allowed by law.

- 12.05. **NO ASSIGNMENT.** Contractor shall not be allowed to assign or otherwise convey all or any portion of this Contract without the express written consent of Owner.
- 12.06. **CUMULATIVE RIGHTS AND REMEDIES.** The rights and remedies of Owner provided in the Contract Documents shall be cumulative of and not in lieu of all other rights and remedies available to Owner at law or in equity. It is expressly agreed that exercise of a right or pursuit by Owner of any one or more of the remedies provided in the Contract Documents or otherwise available at law or in equity shall not constitute an election of remedies by Owner or forfeiture of any other right of Owner.
- 12.07. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors.
- 12.08. **PREVAILING PARTY RECOVERS ATTORNEYS' FEES.** Subject to Local Government Code 271.153, the prevailing party of any dispute, as set forth herein, shall be entitled to recover reasonable and necessary attorney's fees. If a party claiming a right to payment of an amount in dispute is awarded all or substantially all of such disputed amount, then such claiming party shall be the prevailing party. If the party defending against such claim is found to be not liable to pay all or substantially all of the disputed amounts claimed by the other party, then the party so defending against such claim shall be the prevailing party. If both parties prevail with respect to different claims, then the party who is prevailing with respect to the greater monetary sum shall be deemed the prevailing party. Notwithstanding anything to the contrary, nothing herein waives any immunities from suit or damages to which the Owner is entitled.

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## ATTACHMENT A

### TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm, or agency	
Address (Street & number, P.O. box or route number)	Phone (Area code and number)
City, state, ZIP code	

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 form:

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:

Texas Tax Code, Section 151.311

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

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.

Purchaser Sign here →	Title	Date
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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.

**SPECIAL CONDITIONS OF THE AGREEMENT**

**SPECIAL CONDITIONS OF THE AGREEMENT  
PART A**

**I. BUILDER'S RISK INSURANCE OR INSTALLATION FLOATER INSURANCE**

- A. Builder's Risk. Unless otherwise provided in the Agreement and before beginning the Work, Contractor shall purchase and maintain builder's risk insurance, if available, upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof from an insurer rated by Best's A- and VII or better. This insurance shall:
- i. include the Owner, Contractor, all Subcontractors, and any individuals or entities required by the Special Conditions to be insured under such builder's risk policy, as insureds. For purposes of the remainder of this Section I.A. through I.O., and any corresponding Special Conditions of the Agreement Part A, the parties required to be insured shall collectively be referred to as "insureds."
  - ii. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Special Conditions of the Agreement Part A. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - iii. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Agreement; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - iv. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  - v. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or supplier).
  - vi. extend to cover damage or loss to insured property while in transit.



**SPECIAL CONDITIONS OF THE AGREEMENT**

- vii. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  - viii. allow for the waiver of the insurer's subrogation rights, as set forth below.
  - ix. not include a co-insurance clause.
  - x. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  - xi. include performance/hot testing and start-up.
  - xii. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. **Installation Floater.** If builder's risk insurance is not generally available in the insurance marketplace for the Work, the Contractor shall obtain an installation floater insurance policy acceptable to Owner, or other acceptable equivalent policy as follows:
- ☐ No Installation Floater is required.
  - ☒ The Installation Floater shall be in the amount of all installed, fabricated, or erected property being incorporated into the Work under the Contract.
- Such policy shall cover all risks of physical loss or damage, including flood and earthquake, to the Work. Such coverage shall continue in full force and effect pursuant to Subparagraph I.A.xiii. The installation floater or equivalent policy shall name the Owner, Contractor, and any individuals or entities required by the Special Conditions to be insured under such installation floater, as insureds.
- C. **Contract with No Property.** Neither builder's risk insurance nor an installation floater is required under the Contract when the Engineer determines the Work does NOT involve installation, fabrication, or erection of any property, including but not limited to any fixtures, materials, or equipment, which could be covered under such policies. The risk of loss, however, still remains with the Contractor pursuant to the Contract Documents.
- D. **Insurance Certificates.** Before beginning the Work under this Agreement, Contractor shall furnish certificates of insurance to Owner with endorsements evidencing that the insurance required under this Section I is in full force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.
- E. **Accuracy of Information.** Contractor warrants the accuracy of all information shown on each certificate furnished to Owner by Contractor or on Contractor's behalf by Contractor's broker or other representative.

**SPECIAL CONDITIONS OF THE AGREEMENT**

- F. Notice of Cancellation or Change. The Builder's risk, installation floater and all the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Section I of the Special Conditions of the Agreement Part A will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least seven (7) days prior written notice has been given to the purchasing policyholder. Within three (3) days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- G. Deductibles. The purchaser of any required builder's risk, installation floater, or other property insurance shall pay all premiums and costs not covered because of the application of a policy deductible or self-insured retentions.
- H. Partial Occupancy or Use by Owner. If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the insurer. The builder's risk, installation floater, or equivalent policy of insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may be removed from coverage under the builder's risk policy, installation floater or equivalent policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance, installation floater, or equivalent policy.
- I. Additional Insurance. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk, installation floater, or other property insurance policies provided under this Section I of the Special Conditions of the Agreement Part A, it may do so at Contractor's expense.
- J. Insurance of Other Property. If the express insurance provisions of the Agreement do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount. The entity or individual procuring the insurance is responsible for payment of premiums.
- K. Non-Waiver - No Limitation of Owner's Rights. Contractor unilaterally agrees to comply with the provisions of this Section. Accordingly, Owner's knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to Owner, shall not affect Owner's rights and shall not result in a waiver or otherwise limit or impair Owner's remedies for Contractor's failure to comply with the requirements of this Section.
- L. No Impairment or Waiver of Rights. Nothing contained in this Section shall restrict, limit, impair or waive Owner's rights or Contractor's duties under the other terms of this Agreement or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude Owner from recovery against Contractor for any liability arising under this Agreement or under law.
- M. Automatic Reformation to Conform to Law. The parties intend this Agreement to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect

**SPECIAL CONDITIONS OF THE AGREEMENT**

and affecting the validity or enforceability of any provision of this Agreement are made a part hereof and shall operate to amend this Agreement to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Agreement shall continue in full force and effect.

**N. Waiver of Rights.**

- i. All policies purchased in accordance with this Section I of the Special Conditions of the Agreement Part A, expressly including the builder's risk policy and installation floater policy or equivalent policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies to the extent of actual coverage under such policies; and, in addition, waive all such rights against all individuals or entities identified in the Special Conditions of the Agreement Part A as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- ii. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Special Conditions of the Agreement Part A as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance, installation floater and any other property insurance applicable to the Work.

**O. Receipt and Application of Property Insurance Proceeds.**

- i. Any insured loss under the builder's risk, installation floater or other policies of insurance required by this Section I of the Special Conditions of the Agreement Part A will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within fifteen (15) days after notice of such claim.
- ii. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause.

**SPECIAL CONDITIONS OF THE AGREEMENT**

**II. LIABILITY INSURANCE**

- A. **Insurance Certificates.** In addition to the coverages described and required in Section I above and before beginning the Work under this Agreement, Contractor shall furnish certificates of insurance to Owner evidencing that the insurance required below is in force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.
- B. **Accuracy of Information.** Contractor warrants the accuracy of all information shown on each certificate furnished to Owner by Contractor or on Contractor's behalf by Contractor's broker or other representative.
- C. **Minimum Required Insurance and Minimum Limits of Liability.** Before beginning the Work, and throughout performance of the Work and the term of this Agreement, Contractor shall obtain and maintain in force and effect, at Contractor's sole expense, insurance of the following types and amounts from insurance rated by Best's A- and VII or better:
- i. **Workers' Compensation Insurance** affording statutory benefits in accordance with all requirements of the Texas Workers' Compensation Act and covering Contractor's employees.
  - ii. **Employer's Liability Insurance** with limits of not less than \$1,000,000 per accident or disease.
  - iii. **Commercial General Liability Insurance**, including coverage for bodily injury and property damage, personal and advertising injury, the products-completed operations hazard, and insured contracts, applicable in Texas, on a form no less broad than the Insurance Services Office ("ISO") CG 00 01 form dated 2004 or thereafter, and with limits of not less than:
    - (1) Each Occurrence - \$1,000,000
    - (2) General Aggregate - \$2,000,000
    - (3) Products-Completed Operations Aggregate - \$2,000,000
    - (4) Personal & Advertising Injury - \$1,000,000
  - iv. **Business Automobile Liability Insurance**, including coverage for bodily injury and property damage, on a form no less broad than the ISO CA 00 01 form dated 2010 or thereafter, with limits of not less than \$1,000,000 combined single limit for each accident and covering owned, hired or leased, and non-owned autos.
  - v. **Excess or Umbrella Liability Insurance**, affording coverage no less broad than, and applying excess of the limits of liability, of the policies required by II.C.ii., II.C.iii., and II.C.iv., above, with limits of not less than \$2,000,000 per occurrence and in the aggregate.



**SPECIAL CONDITIONS OF THE AGREEMENT**

- D. Additional Insurance or Limits. Paragraphs II.C, above, states the minimum types of liability insurance and limits of liability required by this Agreement in connection with the Work. Contractor may, in its sole discretion, procure additional insurance or higher limits of liability at Contractor's sole expense.
- E. Additional Insureds. To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by II.C.iii., II.C.iv., and II.C.v., above, shall be endorsed to provide that the Indemnified Parties (collectively, "the Additional Insureds"), are added as additional insureds for liability arising out of the Work, to include liability based on either alleged fault or vicarious liability. Such additional insured coverage shall not be limited to liability caused by Contractor or Contractor's fault. The Additional Insureds shall be afforded additional insured status on the policies required by paragraphs II.C.iii and II.C.v, above, under a combination of the ISO CG 20 10 10 01 and ISO CG 20 37 10 01 endorsements.
- F. Primary/Non-Contributing. The insurance policies required by II.C.iii., II.C.iv., and II.C.v., above, shall provide that the Additional Insureds are covered on a primary basis. Also, the insurance policies required by II.C.iii., II.C.iv., and II.C.v., above shall be endorsed to provide that Contractor's insurers will not seek contribution or recovery from such other insurance as may be available to the Additional Insureds.
- G. Insurance Required of Contractor's Subcontractors. Contractor shall require all subcontractors who will perform any of the Work to obtain the same insurance and limits of liability as required by II.C., above. Contractor shall also require all such subcontractors to cause their insurers to waive subrogation to the same extent as required of Contractor's insurers by the following provision, H. Contractor shall obtain Certificates of Insurance from its subcontractors before they begin any of the Work and, upon request, shall provide copies thereof to Owner.
- H. Waiver of Subrogation in Favor of Indemnified Parties. The parties intend that none of Contractor's insurers shall subrogate against the Indemnified Parties. Accordingly, Contractor agrees to cause all of its insurers—not limited to insurers underwriting the policies required above—to waive subrogation against the Indemnified Parties and its directors. **For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor against Indemnified Parties for any loss, damage or liability that is covered by Contractor's insurance, regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of the Indemnified Parties.** The foregoing waiver and release is effective even if Contractor fails to obtain the required insurance.
- I. Notice of Cancellation, Modification or Impairment of Limits. The policies required above shall be endorsed to provide that they will not be canceled, or the coverage or limits of liability thereunder materially changed, without at least seven (7) days' prior written notice to Owner.
- J. Notice of Impairment of Limits. Contractor shall give written notice to Owner no later than seven (7) days after the date on which an impairment of a required aggregate limit, due to the payment of a claim or defense expense, reduces the available aggregate limit to an amount 50% or less than the aggregate limit required above. If Contractor's available excess insurance will

**SPECIAL CONDITIONS OF THE AGREEMENT**

not drop down and comply with paragraph II.C. of these insurance requirements, Owner may require reinstatement of an impaired aggregate limit up to the amount required.

- K. Information Concerning Contractor's Insurance Program. If Owner has questions concerning Contractor's casualty insurance program, Contractor agrees to promptly answer them. Complete, true and correct copies of each policy required above shall be furnished to Owner promptly upon Owner's request, but Contractor may redact payroll and premium information. Contractor agrees to cooperate with Owner, and with Owner's insurance broker, in the event Owner elects to seek or obtain additional insurance benefiting Owner. Contractor also provides Owner permission to communicate with Contractor's insurance broker regarding coverages required under the Contract Documents.
- L. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate, or knowingly permit to be violated, any condition of the insurance policies required in these Special Conditions of the Agreement Part A. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the Work, with a copy to Owner.
- M. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not Owner, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above.
- N. Non-Waiver - No Limitation of Owner's Rights. Contractor unilaterally agrees to comply with the provisions of these Special Conditions of the Agreement Part A. Accordingly, Owner's knowledge concerning deficiencies in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to Owner, shall not affect Owner's rights and shall not result in a waiver or otherwise limit or impair Owner's remedies for Contractor's failure to comply with the requirements of this Section.
- O. No Impairment or Waiver of Rights. Nothing contained in these Special Conditions of the Agreement Part A shall restrict, limit, impair or waive Owner's rights or Contractor's duties under the other terms of this Agreement or under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude Owner from recovery against Contractor for any liability arising under this Agreement or under law.
- P. Automatic Reformation to Conform to Law. The parties intend this Agreement to comply with Texas law. Accordingly, the parties agree that any legal limitations now or hereafter in effect and affecting the validity or enforceability of any provision of this Agreement are made a part hereof and shall operate to amend this Agreement to the minimum extent necessary to bring all provisions into conformity with the requirements of such limitations and, as so modified, this Agreement shall continue in full force and effect.
- Q. Term of Insurance Requirements. All of the foregoing insurance requirements shall survive termination of this Agreement. All required insurance shall continue for at least thirty (30) days after final completion of the Work, to include performance of all warranty work.

**SPECIAL CONDITIONS OF THE AGREEMENT**

**III. WORKERS' COMPENSATION INSURANCE COVERAGE**

**A. Definitions.**

- i. **Certificate of Coverage ("Certificate")** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement DWC-81, DWC-82, DWC-83, or DWC-84, showing statutory Workers' Compensation Insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- ii. **Duration of the Project** - Includes the time from the beginning of the Work on the Project until the Contractor's/person's Work on the Project has been completed and accepted by the governmental entity and the warranty period has expired.
- iii. **Persons Providing Services on the Project ("Subcontractor" in §406.096 of the Texas Labor Code)** - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project.
- iv. **"Services"** - Include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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



**SPECIAL CONDITIONS OF THE AGREEMENT**

- ii. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing Services on the Project.
- H. The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing Services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:
  - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - 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:
    - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
    - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - v. retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
  - vi. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and



**SPECIAL CONDITIONS OF THE AGREEMENT**

- vii. contractually require each person with whom it contracts, to perform as required by Paragraphs III.I.i through III.I.vi., with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide Services on the project will be covered by Workers' Compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**IV. BONDS under INSTRUCTIONS TO BIDDERS is revised to add the following:**

It is further agreed by the Parties to this Contract that Contractor will execute the Bonds required under the Instructions to Bidders for the satisfactory performance of the Work, the fulfillment of any guarantees required, and the prompt payment to all persons supplying labor and materials in the prosecution of the Work, in accordance with this Contract on the forms provided for this purpose; and it is agreed that this Contract shall not be in effect until such **Bonds** are furnished and approved by Owner. Upon increase of the Contract Price authorized by Change Order, Contractor shall immediately provide revised **Bonds** for such increased Contract Price. Contractor's failure to provide compliant **Bonds** may be grounds for immediate termination regardless of whether the Contractor has started work on the Project.

All **Bonds** shall be in the form prescribed by the Contract Documents except as required otherwise by Laws or Regulations, 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 Bureau of Fiscal Service, Surety Bond Branch, United States Department of the Treasury. All **Bonds** signed by an agent must be accompanied by a certified copy of the agent's authority to act.

The person executing the bonds must be a licensed Texas local recording agent and such licensing must be recorded in the files of the Texas Department of Insurance.

If the surety on any **Bond** furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements herein Contractor shall promptly notify Contractor, Owner, and Engineer and shall, within ten (10) calendar days after the event giving rise to such notification, provide another **Bond** and surety to fulfill the required obligations.

**V. PREVAILING WAGE RATE SCALE.** Chapter 2258 of the Texas Government Code provides that any political subdivision of the State of Texas shall ascertain the general prevailing wage rate received by the classes of workers employed on projects similar to this Project and shall specify in

**SPECIAL CONDITIONS OF THE AGREEMENT**

the call for bids and in the Contract the minimum wage rates which shall be paid for each type of Worker. This statute further provides that the Contractor or subcontractors shall pay a penalty to the Owner of Sixty Dollars (\$60) for each Worker employed for each calendar day or part for the day that the Worker is paid less than the wage rates stipulated in the Contract. The Owner is authorized to withhold from the Contractor the amount of this penalty from any payment due under the Contract.

The statute also requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by them in the construction of the Project and to show the actual per diem wages paid to each Worker. These records shall be open to the inspection of the Owner.

The minimum wage rates that apply to this Contract are those shown in the Attachment A.

**VI. ECONOMIC DISINCENTIVE.** The Contractor and the Owner agree that time is of the essence of this Contract. Therefore, the Contractor and the Owner agree that for each and every calendar day the Work or any portion thereof shall remain uncompleted after the expiration of the time limit(s) set in the Contract, or as extended under the provisions of these General Conditions (including, without limitation, due to a delay caused by Contractor's failure to comply with the Contract Documents or due to Owner's termination of Contractor for default under the Contract Documents), Contractor shall be liable to Owner for \$500 day in economic disincentive damages pursuant to Section 49.271(e), Texas Water Code. Owner may elect to withhold Liquidated Damages or Economic Disincentive damages, but Owner may not collect on both Liquidated Damages and Economic Disincentive damages.

**VII. WAIVER OF CHAPTER 2272 CLAIMS PROCEDURES.** Owner and Contractor mutually agree that Chapter 2272 of Subtitle F, Title 10, of the Government Code ("Chapter 2272"), shall not apply to the Work. Owner and Contractor waive the application of Chapter 2272, if any, to the Contract. Instead, Owner and Contractor agree to follow the claims procedures in the General Conditions of the Contract Documents.

**VIII. ARTICLE I. DEFINITIONS under GENERAL CONDITIONS** is revised to add the following definitions:

Contracting Information means the following:

- (1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- (2) solicitation or bid documents relating to a contract with a governmental body;
- (3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- (4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- (5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

**SPECIAL CONDITIONS OF THE AGREEMENT**

**IX. ARTICLE I. DEFINITIONS under GENERAL CONDITIONS is modified as follows:**

The definition of Contract includes the Agreement and Contract Documents. The definition of Contract Documents includes the Contract. The Instructions to Bidders is a part of the Contract Documents.

**X. ARTICLE II. CONTRACT DOCUMENTS under GENERAL CONDITIONS is revised to add the following section:**

**Section 2.02. CONTRACTING INFORMATION.** If the Contract Price is equal to or greater than \$1,000,000, Contractor, pursuant to the Government Code Section 552.372, shall:

- (1) preserve all Contracting Information related to the Contract as provided by the records retention requirements applicable to the Owner for the duration of the Contract;
- (2) promptly provide to the Owner any Contracting Information related to the Contract that is in the custody or possession of the Contractor on request of the Owner; and
- (3) on Final Completion of the Contract, provide at no cost to Owner all Contracting Information related to the Contract that is in the custody or possession of the Contractor or preserve the Contracting Information related to this Contract as provided by the records retention requirements of the Owner.

**The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Bid and/or Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.**

**XI. HOUSE BILL 89 VERIFICATION.** By signing and entering into this Agreement, Contractor verifies, pursuant to the Government Code Section 2271.002, it does not boycott Israel and will not boycott Israel during the term of this Agreement.

**XII. ANTI-TERRORISM VERIFICATION.** Contractor hereby represents and warrants that at the time of this Agreement neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

**ATTACHMENT A – PREVAILING WAGE RATE**

Copy



BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53  
RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE  
FOR ENGINEERING CONSTRUCTION

WHEREAS, Brazoria County Municipal Utility District No. 53 (the "District"), has been legally created by a special act of the Texas Legislature pursuant to Senate Bill 1845, 2013 Regular Session; and

WHEREAS, Chapter 2258, Texas Government Code, Prevailing Wage Rates ("Chapter 2258"), requires a public body to determine the general prevailing wage rate for classes of workers in the locality in which a public work project is to be performed; and

WHEREAS, Chapter 2258 authorizes the Board of Directors of the District to adopt a Prevailing Wage Rate Scale for Engineering Construction establishing minimum rates to be paid by all contractors in connection with all District engineering construction projects; and

WHEREAS, the Board concurs that it is in the best interests of the District to adopt the prevailing wage rates of Brazoria County; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53 THAT:

Section 1: The Board hereby adopts the prevailing wage rates previously adopted and utilized by Brazoria County for public work projects. When, and to the extent, Brazoria County amends its prevailing wage rates, such amended rates shall be considered the prevailing wage rates of the District effective upon such amendment by Brazoria County. Nothing in this Resolution Adopting Prevailing Wage Rates in any way prohibits the payment to workers of amounts greater than the prevailing wage rates adopted by the District.

Section 2: Contractors and subcontractors on District construction projects shall be responsible to ascertain the then-current prevailing wage rates adopted and utilized by Brazoria County, obtain a copy of same from Brazoria County, and to pay at least such minimum wage rates for the classes of workers described therein.

Section 3: The District's engineer is hereby directed and authorized to include this Resolution Adopting Prevailing Wage Rates in: 1) the call for the bids for District construction contracts, and 2) in the District construction contracts themselves.

PASSED and APPROVED this 7th day of May, 2019.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors



Copy

**SPECIAL CONDITIONS OF THE AGREEMENT**

**SPECIAL CONDITIONS OF THE AGREEMENT  
PART B**

1. Name and Location of Project.

Work covered by these Technical Specifications is entitled "Construction of Paving Facilities for Sierra Vista West Sec. 4, Brazoria County, Texas."

2. Description of Work.

- a. Under this Contract, Contractor shall furnish all materials, appliances, tools, equipment, transportation, services, and all labor and superintendence necessary for the construction of the Work as described in these Technical Specifications and as shown on the Plans. The completed installation shall not lack any part that can be reasonably implied as necessary to its proper functioning or any subsidiary item that is customarily furnished, and Contractor shall deliver the installation to Owner in operating condition.
- b. The Work, in general, under this Contract includes the purchase, installation, and construction of all structures, equipment, and materials, including appurtenances, as indicated on the Plans.

Major items of construction and services required are designated as follows:

Construction of approximately 36,000 square yards of pavement.

3. Technical Specifications.

- a. Technical Specifications are of the abbreviated, simplified or streamlined type and include incomplete sentences. The omission of words or phrases such as "Contractor shall," "in conformity therewith," "shall be," "as noted on Plans," "according to Plans," "a," "an," "the," and "all," are intentional. Omitted words or phrases shall be supplied by inference in same manner as they are when a "note" occurs on Plans.
- b. The Technical Specifications are interpreted to require that Contractor shall provide all items, articles, materials, operation or methods listed, mentioned, or scheduled either on Plans or specified herein, or both, including all labor, materials, equipment, and incidentals necessary and required for their completion.
- c. Whenever the words "designated," "submitted," "observed," or similar words or phrases are used, it shall be assumed that the word "Engineer" follows the verb as the object of the clause, such as "observed by Engineer."
- d. All references to standard Technical Specifications or manufacturer's installation directions shall mean the latest edition thereof on the date BIDS are due unless specifically noted otherwise.
- e. Reference to technical society, organization or body is made in Technical Specifications in accordance with following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ASTM	American Society for Testing and Materials

**SPECIAL CONDITIONS OF THE AGREEMENT**

AWWA	American Waterworks Association
FS	Federal Specifications
PCA	Portland Cement Association
IEEE	Institute of Electrical and Electronic Engineers
NEC	National Electric Code
UL	Underwriters' Laboratories
AISI	American Iron and Steel Institute
API	American Petroleum Institute
IPCEA	Insulated Power Cable Engineers Association
NEMA	National Electrical Manufacturers Association
AWS	American Welding Society
PCI	Prestressed Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute (Formerly ASA)

- f. Some City of Houston Technical Specification items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply.
4. Manufacturer's Representative.  
When required by Technical Specifications provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.
5. Plans: Construction of Paving Facilities for Sierra Vista West Sec. 4

**Sheet No.   Title**

- |    |   |
|----|---|
| 1  | TITLE SHEET & SHEET INDEX                   |
| 2  | GENERAL NOTES                               |
| 3  | PROJECT OVERALL                             |
| 4  | WATER & SANITARY OVERALL-EAST               |
| 5  | WATER & SANITARY OVERALL-WEST               |
| 6  | DRAINAGE OVERALL-EAST                       |
| 7  | DRAINAGE OVERALL-WEST                       |
| 8  | DRAINAGE CALCULATIONS                       |
| 9  | GRADING PLAN-EAST                           |
| 10 | GRADING PLAN-WEST                           |
| 11 | OFF-SITE SANITARY FORCEMAIN DEMOLITION PLAN |
| 12 | STORM WATER POLLUTION PREVENTION PLAN-EAST  |



**SPECIAL CONDITIONS OF THE AGREEMENT**

- 13 STORM WATER POLLUTION PREVENTION PLAN-WEST
- 14 TRAFFIC SIGNAGE & PAVEMENT MARKINGS
- 15 TRUCKEE RIVER DRIVE STA (12+50 TO 20+00)
- 16 TRUCKEE RIVER DRIVE STA (20+00 TO 29+00)
- 17 GREAT BASIN DRIVE
- 18 WATERSHED DRIVE STA (0+50 TO 7+50)
- 19 ALPINE DRIVE & SNOWY RIDGE LANE
- 20 KINGS RIVER DRIVE STA (0+50 TO 6+50)
- 21 KINGS RIVER DRIVE STA (6+50 TO 11+50)
- 22 CASCADE CREEK DRIVE (STA 0+50 TO 9+50)
- 23 CASCADE CREEK DRIVE (STA 9+50 TO 13+00)
- 24 SCARLET CREEK DRIVE
- 25 WILDFLOWER VIEW DRIVE
- 26 PONDEROSA PINE DRIVE STA (9+00 TO 18+00)
- 27 PONDEROSA PINE DRIVE STA (17+50 TO 26+00)
- 28 PONDEROSA PINE DRIVE STA (26+00 TO 31+00)
- 29 CRESENT PEAK DRIVE & CRESENT PEAK COURT
- 30 MOON VALLEY LANE
- 31 EMERSON PEAK DRIVE & STONE PEAK DRIVE
- 32 STORM OUTFALL 1 AND 2
- 33 CLEAR LAKE DRIVE STATION 10+50 TO 13+00
- 34 WATERLINE DETAILS – 1
- 35 WATERLINE DETAILS – 2
- 36 SAN. SEW. DETAILS – 1
- 37 SAN. SEW. DETAILS – 2
- 38 SAN. SEW. DETAILS – 3
- 39 STORM SEWER DETAILS – 1
- 40 STORM SEWER DETAILS – 2
- 41 STORM SEWER DETAILS – 3

**SPECIAL CONDITIONS OF THE AGREEMENT**

- 42 STORM SEWER DETAILS – 4
- 43 PAVING DETAILS – 1
- 44 PAVING DETAILS – 2
- 45 PAVING DETAILS – 3
- 46 PAVING DETAILS – 4
- 47 PAVING DETAILS – 5
- 48 STORM WATER POLLUTION PREVENTION DETAILS
- 49 STORM OUTFALL – DETAIL

Copy

AGREEMENT

STATE OF TEXAS }

COUNTY OF BRAZORIA }

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of March 2020 by and between Land Tejas Sierra Vista West, LLC, 2450 Fondren Road, Suite 210, Houston, Texas, 77063, of Harris County (the "Owner"), ClearPave, LLC, 22803 Schiel Road, Cypress, TX 77433, County of Harris, and State of Texas, hereinafter termed "Contractor."

All capitalized terms used herein shall be given the meanings set forth in the General Conditions. Manhard Consulting shall be referred to herein as the "Engineer."

For and in consideration of the mutual covenants hereinafter set forth, and under the conditions expressed in the Bonds bearing even date herewith, the Contractor and Owner hereby agree as follows:

Contractor shall commence and complete the Work generally described as follows:

Construction of Paving Facilities  
in  
Sierra Vista West Sec. 4  
For  
Land Tejas Sierra Vista West, LLC,  
Brazoria County, Texas,

according to those particular Plans and Technical Specifications  
prepared by Manhard Consulting  
in the initial Contract Price of **\$2,333,046.00**.

and all Extra Work in connection therewith, under the terms as stated in the General and Special Conditions of the Agreement, and, at Contractor's own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Work, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Contract Documents, including, but not limited to, Invitation to Bidders, Instructions to Bidders, General and Special Conditions of the Agreement, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications, on file with Engineer. Contractor represents and warrants to the Owner that it has carefully examined this Agreement and all other Contract Documents, which are made a part of the Contract, and is thoroughly familiar therewith.

The Contractor hereby agrees to begin work within ten **(10) calendar days** after written Notice to Proceed has been given by Engineer. Contractor hereby also agrees to achieve Final Completion of

**AGREEMENT**

the Work within the construction duration specified in the bid form after the date of the written Notice to Proceed.

Owner agrees to pay Contractor for completion of the Work in accordance with the Contract Documents the initial Contract Price of **Two Million Three Hundred Thirty Three Thousand Forty Six Dollars and Zero Cents (\$2,333,046.00)**, plus or minus any increases or decreases to the initial Contract Price as provided by the Contract. Contractor will be paid in current funds for the performance of the Contract in accordance with the Bid submitted therefor, subject to additions and deductions as approved by Change Order under the Contract Documents, and to make payments on account thereof as provided therein. If included as Attachment A, the Developer shall act as "Owner" for the purposes of payment.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Land Tejas Sierra Vista West, LLC

Owner

By: [Signature]

Name: Al P. Brende

Title: President

ClearPave, LLC

Contractor

By: [Signature]

Name: Daniel Marcheli

Title: President

ATTEST:

[Signature]

(The following to be executed if Contractor is a Corporation)

I, Misty Bakies, certify that I am the secretary of the Corporation named as Contractor herein; that Daniel Marcheli, who signed this Contract on behalf of Contractor, was then President of said Corporation; that said Contract was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: [Signature]

Corporate Seal





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079	<b>CONTACT NAME:</b> Ashley Enrique	
	<b>PHONE (A/C, No, Ext):</b> 817-349-2279 <b>FAX (A/C, No):</b> 817-347-6981	
	<b>E-MAIL ADDRESS:</b> aenrique@higginbotham.net	
<b>INSURED</b> ClearPave, LLC 22803 Schiel Rd. Cypress TX 77433	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Underwriters Ins Co	30104
	<b>INSURER B:</b> Trumbull Insurance Company	27120
	<b>INSURER C:</b> Hartford Casualty Insurance Co	29424
	<b>INSURER D:</b> The Hanover Insurance Company	22292
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1283315595

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61UEAHN6442	5/8/2019	5/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Car PD			61UEAHN6443	5/8/2019	5/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			61HHAHN6486	5/8/2019	5/8/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	61WEAAD0RSP	5/8/2019	5/8/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IHDD245996	5/8/2019	5/8/2020	Leased/Rented Item 600,000 Installation 1,000,000 Scheduled Equip Limit 12,534,110

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy Endorsements Include:  
See Attached...**CERTIFICATE HOLDER****CANCELLATION**Land Tejas Sierra Vista West, LLC  
c/o Manhard Consulting\*  
2445 Technology Forest Blvd., Suite 200  
The Woodlands TX 77381

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED ClearPave, LLC 22803 Schiel Rd. Cypress TX 77433	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability policy: Blanket Additional Insured - Owners, Lessees or Contractors - With Products-Completed Operations Coverage; Contractors General Liability Extension Endorsement including Blanket Waiver of Subrogation, Primary and Non-Contributory to Other Insurance, Per Project Aggregate; Contractual Liability is included for insured contracts.

Automobile Liability policy: Contractors Extended Coverage Endorsement - Business Auto Plus including Blanket Additional Insured, Blanket Waiver of Subrogation, Primary and Non-Contributory Wording; Blanket Loss Payee As Their Interest May Appear.

Commercial Umbrella policy: Includes Who is an insured includes "Any other persons or organizations included as an insured under the provisions of the scheduled underlying insurance shown in the Declarations of this this policy ad then only for the same coverage, except for limits of insurance, afforded under such scheduled underlying insurance" - General Liability, Automobile, Employers Liability are scheduled underlying insurance. Primary and Non-Contributory where required by written contract.

Workers Compensation: Blanket Waiver of Subrogation; Blanket Alternate Employer

Equipment Floater: Blanket Loss Payee as their interest may appear. Blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract with the Named Insured and the certificate holder that requires such status.

Certificate Holders will be provided 30 Days Notice of Cancellation except 10 days notice in the event of non payment of premium. Coverage that applies on a blanket basis will apply only where required by written contract between the first named insured and the party requiring such status, subject to the policy terms, conditions and exclusions.

RE: CP Job #49105 - Construction of Paving Facilities in Sierra Vista West Section 4

\*Certificate Holder Extended to Include: McAlister Opportunity Fund III, LP; Brazoria County MUD No. 53

COPY



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:



(1) Professional health care services such as:

- (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b) Any health or therapeutic service, treatment, advice or instruction; or
- (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:



- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### **g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **i. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our



discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.



Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
  - (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or



- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal And Advertising Injury Limit**

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and



**b. Medical expenses under Coverage C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

**1. "Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

**2. "Advertising idea"** means any idea for an "advertisement".

**3. "Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**4. "Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**5. "Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

**6. "Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**8. "Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

**9. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**10. "Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.



**11. "Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

**12. "Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**19. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**23. "Volunteer worker" means a person who**

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

- (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

**PERFORMANCE BOND**

STATE OF TEXAS

Contract Date

March 22, 2021

COUNTY OF BRAZORIA

Date Bond Executed \_\_\_\_\_

PRINCIPAL ClearPave, LLC

SURETY Argonaut Insurance Company

OWNER Land Tejas Sierra Vista West, LLC

PENAL SUM OF BOND (in words and figures) **Two Million Three Hundred Thirty Three Thousand Forty Six Dollars and Zero Cents (\$2,333,046.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Paving Facilities in Sierra Vista West Section 4, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly performs the work in accordance with the plans, specifications and any other contract documents, during the original term of the Contract and any extensions thereof that may be granted by Owner, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

This Bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions contained herein and in the Contract are applicable whether or not within the scope of said statute.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.



ClearPave, LLC

PRINCIPAL

By

*Daniel Marcheli*

Name Daniel Marcheli

Title President

Address 22803 Schiel Road

Cypress, TX 77433

ATTEST

By

*Matthew Downing*

Name Matthew Downing

Title General Manager

(SEAL)

Argonaut Insurance Company

SURETY

By

*Michael Maddux*

Name Michael Maddux

Title Attorney-in-Fact

ATTEST

By

*Todd Mohr*

Name Todd Mohr

Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Telephone: 281-640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone 713-952-9990

**Surety must attach its original Power of Attorney to this Bond.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Misty Bakies, certify that I am the secretary of the corporation named as Principal in the Bond; that Daniel Marcheli, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Misty Bakies  
Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



*James Bluzard*

James Bluzard, Vice President-Surety

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ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

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**Argonaut Insurance Company  
Argo Surety Claims  
225 W. Washington St., 24th Floor  
Chicago, IL 60606**

**(833) 820-9137 (toll-free)**

**You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:**

**(512) 490-1007**

**You may write the Texas Department of Insurance:**

**P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

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**Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.**

### **ATTACH THIS NOTICE TO YOUR BOND:**

**This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.**



**PAYMENT BOND**

STATE OF TEXAS

Contract Date March 22, 2021

COUNTY OF BRAZORIA

Date Bond Executed \_\_\_\_\_

PRINCIPAL ClearPave, LLC

SURETY Argonaut Insurance Company

OWNER Land Tejas Sierra Vista West, LLC

PENAL SUM OF BOND (in words and figures) **Two Million Three Hundred Thirty Three Thousand Forty Six Dollars and Zero Cents (\$2,333,046.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Paving Facilities in Sierra Vista West Section 4, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the Bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

ClearPave, LLC

PRINCIPAL

By

Name Daniel Marcheli

Title President

Address 22803 Schiel Road

Cypress, TX 77433

ATTEST

By

Name

Title

(SEAL)

Argonaut Insurance Company

SURETY

By

Name Michael Maddux

Title Attorney-in-Fact

ATTEST

By

Name

Title

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Telephone: 281-640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100, Houston, TX 77079

Agency Telephone 713-952-9990

**Surety must attach its original Power of Attorney to this Bond.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Misty Bakies, certify that I am the secretary of the corporation named as Principal in the Bond; that Daniel Marcheli, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Misty Bakies  
Signature of Corporate Secretary

(Corporate Seal)

Copy

ATTACH POWER OF ATTORNEY

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

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Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



*James Bluzard*

James Bluzard, Vice President-Surety

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**MAINTENANCE BOND**

STATE OF TEXAS

Contract Date March 22, 2021

COUNTY OF BRAZORIA Date Bond Executed \_\_\_\_\_

PRINCIPAL ClearPave, LLC

SURETY Argonaut Insurance Company

OWNER Land Tejas Sierra Vista West, LLC

PENAL SUM OF BOND (in words and figures) **Two Million Three Hundred Thirty Three Thousand Forty Six Dollars and Zero Cents (\$2,333,046.00)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Paving Facilities in Sierra Vista West Section 4, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

ClearPave, LLC

PRINCIPAL

By *Daniel Marcheli*

Name Daniel Marcheli

Title President

Address 22803 Schiel Road

Cypress, TX 77433

ATTEST

By *Matthew Downing*

Name Matthew Downing

Title General Manager

(SEAL)

Argonaut Insurance Company

SURETY

By *Michael Maddux*

Name Michael Maddux

Title Attorney-in-Fact

ATTEST

By *Todd Mohr*

Name Todd Mohr

Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Mailing Address:

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Telephone: 281-640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency

Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone 713-952-9990

**Surety must attach its original Power of Attorney to this Bond.**

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I, Misty Bakies, certify that I am the secretary of the corporation named as Principal in the Bond; that Daniel Marcheli, who signed the Bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Misty Bakies (Corporate Seal)  
Signature of Corporate Secretary

ATTACH POWER OF ATTORNEY

Copy



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Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

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This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

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IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks  
(Notary Public)

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IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



James Bluzard

James Bluzard, Vice President-Surety

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April 7, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Paving Facilities for Sierra Vista West Sec. 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 1 submitted by ClearPave, LLC for the referenced project covering work performed between the period of 3/22/2021 to 3/31/2021. Included with this estimate are the Conditional Waiver and Affidavit of Bills Paid.

As of 3/31/2021, the project was approximately 7% complete by contract amount and 10% complete by contract time. Our field project representative periodically observed the work performed by ClearPave, LLC.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by ClearPave, LLC during the subject period and therefore, we recommend payment in the amount of **\$154,362.15** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Sierra Vista West Section 4 Paving\Pay Estimate\Sierra Vista West Sec 4 Paving - Cover Letter-ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin



**PAY ESTIMATE SUMMARY**

Owner: Land Tejas Sierra Vista West, LLC  
 Contractor: ClearPave, LLC  
 Project: Construction of Paving Facilities for Sierra Vista West Sec. 4  
 Job No: 610.020011.01  
 Engineer: Elevation Land Solutions  
 NTP Date: March 22, 2021  
 Contract Duration: 90 Calendar Days  
 Contract Completion: June 20, 2021  
 Current Period: 3/22/2021 to 3/31/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
		-	
<b>Net Change:</b>			\$ -

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$	2,333,046.00
<b>2. Net Changes by Change Order</b>	\$	-
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$	2,333,046.00
<b>4. Total Completed &amp; Stored to Date</b>	\$	<b>171,513.50</b>
<b>5. Retainage</b>		
a. 10% of Completed Work	\$	17,151.35
Total Retainage(Lines 5a +5b)	\$	17,151.35
<b>6. Total Earned Less Retainage</b>	\$	<b>154,362.15</b>
(Line 4 Less Line 5 Total)		
<b>7. Less Previous Certificates for Payment</b>	\$	-
(Line 6 from Prior Certificate)		
<b>8. Current Payment Due</b>	\$	<b>154,362.15</b>
<b>9. Balance to Finish, Including Retainage</b>		
(Line 3 Less Line 6)	\$	<b>2,178,683.85</b>

\*Percent Complete by Duration 10%  
 \*Percent Complete by Cost 7%





**Owner:** Land Tejas Sierra Vista West, LLC  
**Contractor:** ClearPave, LLC  
**Project:** Construction of Paving Facilities for Sierra Vista West Sec. 4  
**Job No.:** 610.020011.01

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>PAVING ITEMS</b>											
1.	Roadway and lot excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.	21,222.00	CY	\$ 3.50	\$ 74,277.00	10,611.00	\$ 37,138.50		\$ -	10,611.00	\$ 37,138.50	50%
2.	Final lot grading.	270.00	LOT	\$ 250.00	\$ 67,500.00		\$ -		\$ -	0.00	\$ -	0%
3.	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.	38,472.00	SY	\$ 3.50	\$ 134,652.00		\$ -		\$ -	0.00	\$ -	0%
4.	Lime for subgrade (8 % application by dry weight), Complete in Place.	1,016.00	TON	\$ 200.00	\$ 203,200.00		\$ -		\$ -	0.00	\$ -	0%
5.	6" 4,000 psi reinforced concrete pavement, Complete in Place.	36,151.00	SY	\$ 42.50	\$ 1,536,417.50		\$ -		\$ -	0.00	\$ -	0%
6.	6 - inch concrete curb, Complete in Place.	6,148.00	LF	\$ 3.50	\$ 21,518.00		\$ -		\$ -	0.00	\$ -	0%
7.	4x12 - inch concrete curb, Complete in Place.	14,609.00	LF	\$ 3.50	\$ 51,131.50		\$ -		\$ -	0.00	\$ -	0%
8.	Tie-in to existing pavement, Complete in Place.	2.00	EA	\$ 2,000.00	\$ 4,000.00		\$ -		\$ -	0.00	\$ -	0%
9.	Traffic buttons, striping, and markings as shown in plans, and in	1.00	LS	\$ 18,500.00	\$ 18,500.00		\$ -		\$ -	0.00	\$ -	0%
10.	Traffic signs, as shown in plans, Complete in Place.	25.00	EA	\$ 500.00	\$ 12,500.00		\$ -		\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
11.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1.00	LS	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -	0.00	\$ -	0%
12.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	30.00	EA	\$ 1,500.00	\$ 45,000.00		\$ -		\$ -	0.00	\$ -	0%
13.	PVC irrigation sleeves, as shown in plans, Complete in Place.	110.00	LF	\$ 35.00	\$ 3,850.00		\$ -		\$ -	0.00	\$ -	0%
<b>ADDITIONAL ITEMS</b>												
14.	Contractor shall maintain existing filter fabric fence, lower state inlet protection, stabilized construction entrance, sweep/clean proposed streets through the duration of the contract.	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.25	\$ 1,875.00		\$ -	0.25	\$ 1,875.00	25%
15.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.00	\$ -	0%
16.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	LS	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
17.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1.00	LS	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	0.00	\$ -	0%
18.	Construction staking services to be performed by Contractor. Control to be provided by Elevation Land Solutions.	1.00	LS	\$ 17,500.00	\$ 17,500.00	1.00	\$ 17,500.00		\$ -	1.00	\$ 17,500.00	100%
19.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stub outs.	1.00	LS	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	0.00	\$ -	0%
20.	Move-in and start-up, including all applicable permits, insurance and performance, payment and maintenance bonds for 100% of the contract amount.	1.00	LS	\$ 115,000.00	\$ 115,000.00	1.00	\$ 115,000.00		\$ -	1.00	\$ 115,000.00	100%
	<b>TOTALS</b>				\$ 2,333,046.00		\$ 171,513.50		\$ -		\$ 171,513.50	

# WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

STATE OF TEXAS  
COUNTY OF HARRIS

The undersigned was contracted or hired by **Land Tejas Sierra Vista West, LLC** to furnish labor and / or materials in connection with certain improvements to real property known as **Sierra Vista West Section 4.**

Contractor: ClearPave, LLC

This payment: \$154,362.15

Total Paid Including This Payment: \$171,513.50

For Work Performed Through Date of: 3/31/2021

Estimate Number: ONE

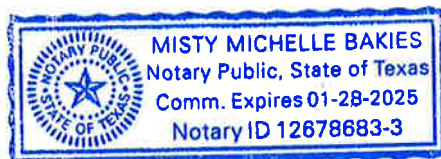
Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned of, and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from and said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

ClearPave, LLC

  
Matthew Downing, General Manager

Subscribed and sworn to before me, the undersigned authority, on this the 29<sup>th</sup> day of March 2021.



  
Notary Public for State of Texas



# Affidavit of Bills Paid

State of Texas  
County of Harris

OWNER: Land Tejas Sierra Vista West, LLC

PROJECT: Sierra Vista West Section 4

CONTRACTOR: ClearPave, LLC

All just and lawful invoices against the above-named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.

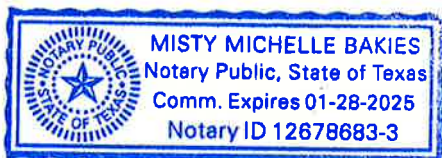
No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

**ClearPave, LLC**



Matthew Downing, General Manager

Subscribed and Sworn to before me, the undersigned authority, on this the 29<sup>th</sup> day of March 2021.



Notary Public for the State of Texas



April 23, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Paving Facilities for Sierra Vista West Sec. 4  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 2 submitted by ClearPave, LLC for the referenced project covering work performed between the period of 4/1/2021 to 4/20/2021. Included with this estimate are the Waiver and Lien Release upon Partial Payment and Affidavit of Bills Paid.

As of 4/20/2021, the project was approximately 9% complete by contract amount and 32% complete by contract time. Our field project representative periodically observed the work performed by ClearPave, LLC.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by ClearPave, LLC during the subject period and therefore, we recommend payment in the amount of **\$35,112.15** for this estimate.

Sincerely,

A handwritten signature in blue ink that reads "David L. Doran".

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Sierra Vista West Section 4 Paving\Pay Estimate\Sierra Vista West Sec 4 Paving - Cover Letter-ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Land Tejas Sierra Vista West, LLC  
Contractor: ClearPave, LLC  
Project: Construction of Paving Facilities for Sierra Vista West Sec. 4  
Job No: 610.020011.01  
Engineer: Elevation Land Solutions  
NTP Date: March 22, 2021  
Contract Duration: 90 Calendar Days  
Contract Completion: June 20, 2021  
Current Period: 4/1/2021 to 4/20/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
		-	
Net Change:			\$ -

The current status on the account for this Contract is as follows:

1. Original Contract Total	\$	2,333,046.00
2. Net Changes by Change Order	\$	-
3. Contract Sum to Date (Line 1 + 2)	\$	2,333,046.00
4. Total Completed & Stored to Date	\$	210,527.00
5. Retainage		
a. 10% of Completed Work	\$	21,052.70
Total Retainage(Lines 5a +5b)	\$	21,052.70
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$	189,474.30
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)	\$	154,362.15
8. Current Payment Due	\$	35,112.15
9. Balance to Finish, Including Retainage (Line 3 Less Line 6)	\$	2,143,571.70

\*Percent Complete by Duration 32%

\*Percent Complete by Cost 9%



**Owner:** Land Tejas Sierra Vista West, LLC  
**Contractor:** ClearPave, LLC  
**Project:** Construction of Paving Facilities for Sierra Vista West Sec. 4  
**Job No.:** 610.020011.01

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>PAVING ITEMS</b>											
1.	Roadway and lot excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.	21,222.00	CY	\$ 3.50	\$ 74,277.00	10,611.00	\$ 37,138.50	10,611.00	\$ 37,138.50	21,222.00	\$ 74,277.00	100%
2.	Final lot grading.	270.00	LOT	\$ 250.00	\$ 67,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
3.	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.	38,472.00	SY	\$ 3.50	\$ 134,652.00		\$ -	0.00	\$ -	0.00	\$ -	0%
4.	Lime for subgrade (8 % application by dry weight), Complete in Place.	1,016.00	TON	\$ 200.00	\$ 203,200.00		\$ -	0.00	\$ -	0.00	\$ -	0%
5.	6" 4,000 psi reinforced concrete pavement, Complete in Place.	36,151.00	SY	\$ 42.50	\$ 1,536,417.50		\$ -	0.00	\$ -	0.00	\$ -	0%
6.	6 - inch concrete curb, Complete in Place.	6,148.00	LF	\$ 3.50	\$ 21,518.00		\$ -	0.00	\$ -	0.00	\$ -	0%
7.	4x12 - inch concrete curb, Complete in Place.	14,609.00	LF	\$ 3.50	\$ 51,131.50		\$ -	0.00	\$ -	0.00	\$ -	0%
8.	Tie-in to existing pavement, Complete in Place.	2.00	EA	\$ 2,000.00	\$ 4,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
9.	Traffic buttons, striping, and markings as shown in plans, and in accordance	1.00	LS	\$ 18,500.00	\$ 18,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
10.	Traffic signs, as shown in plans, Complete in Place.	25.00	EA	\$ 500.00	\$ 12,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
11 .	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1.00	LS	\$ 3,000.00	\$ 3,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
12 .	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	30.00	EA	\$ 1,500.00	\$ 45,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
13 .	PVC irrigation sleeves, as shown in plans, Complete in Place.	110.00	LF	\$ 35.00	\$ 3,850.00		\$ -	0.00	\$ -	0.00	\$ -	0%
<b>ADDITIONAL ITEMS</b>												
14 .	Contractor shall maintain existing filter fabric fence, lower state inlet protection, stabilized construction entrance, sweep/clean proposed streets through the duration of the contract.	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.25	\$ 1,875.00	0.25	\$ 1,875.00	0.50	\$ 3,750.00	50%
15 .	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
16 .	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	LS	\$ 2,500.00	\$ 2,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
17.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1.00	LS	\$ 10,000.00	\$ 10,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
18.	Construction staking services to be performed by Contractor. Control to be provided by Elevation Land Solutions.	1.00	LS	\$ 17,500.00	\$ 17,500.00		\$ -	1.00	\$ 17,500.00	1.00	\$ 17,500.00	100%
19.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stub outs.	1.00	LS	\$ 3,500.00	\$ 3,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
20.	Move-in and start-up, including all applicable permits, insurance and performance, payment and maintenance bonds for 100% of the contract amount.	1.00	LS	\$ 115,000.00	\$ 115,000.00		\$ -	1.00	\$ 115,000.00	1.00	\$ 115,000.00	100%
	<b>TOTALS</b>				\$ 2,333,046.00		\$ 39,013.50		\$ 171,513.50		\$ 210,527.00	

# WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

STATE OF TEXAS  
COUNTY OF HARRIS

The undersigned was contracted or hired by **Land Tejas Sierra Vista West, LLC** to furnish labor and / or materials in connection with certain improvements to real property known as **Sierra Vista West Section 4.**

Contractor: ClearPave, LLC

This payment: \$35,112.15

Total Paid Including This Payment: \$210,527.00

For Work Performed Through Date of: 4/20/2021

Estimate Number: TWO

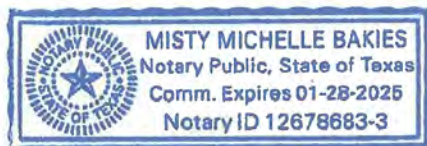
Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property and/or improvements thereon on account of any work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filing of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned of, and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from and said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

ClearPave, LLC

  
Matthew Downing, General Manager

Subscribed and sworn to before me, the undersigned authority, on this the 20<sup>th</sup> day of April 2021.



  
Misty Michelle Bakies  
Notary Public for State of Texas

# Affidavit of Bills Paid

State of Texas  
County of Harris

OWNER: Land Tejas Sierra Vista West, LLC

PROJECT: Sierra Vista West Section 4

CONTRACTOR: ClearPave, LLC

All just and lawful invoices against the above-named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.

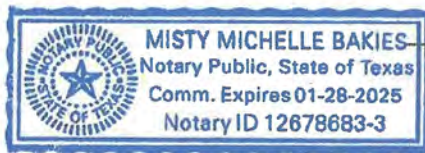
No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

ClearPave, LLC



Matthew Downing, General Manager

Subscribed and Sworn to before me, the undersigned authority, on this the 20<sup>th</sup> day of April 2021.



Notary Public for the State of Texas



Thursday, June 3, 2021

Mayor Michael Byrum-Bratsen  
c/o City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

**Re: Sierra Vista West Section 4  
Brazoria County Municipal Utility District No. 53  
Early Plat Application Request  
Letter of Recommendation to Approve-REVISED  
Adico Project No. 21001-04**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about June 1, 2021, from Elevation Land Solutions, on behalf of Land Tejas Sierra Vista West, LLC for Sierra Vista West Section 4. Land Tejas is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. Sierra Vista West Section 4 Final Plat has been approved by Planning Commission on June 1, 2021 and currently on the City Council June 21, 2021 agenda for approval.

SIERRA VISTA WEST SECTION 4 EARLY PLAT ESCROW					
Contract	Contractor	Original Contract	Confirmed Payments	Change Orders	Applicable Early Plat Portion
Water, Sanitary and Drainage	Clearwater Utilities	\$ 2,527,119.30	\$ 2,234,405.98	\$ 58,600.00	\$ 351,313.32
Paving	ClearPave, LLC	\$ 2,333,046.00	\$ 520,248.60	\$ 98,969.49	\$ 1,911,766.89
<b>Totals</b>					<b>\$ 2,263,080.21</b>
Total Remaining Contract Amount					\$ 2,263,080.21
Contingency @ 10%					\$ 226,308.02
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					\$ 2,489,388.23
Administrative Fee @ 2% of \$3,649,508.27 Due at time of application					\$ 72,990.17
Admin Fee @ 50% per agreement re Street Lights					\$ 36,495.08

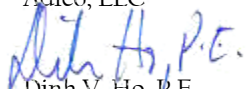
Elevation Land Solutions has provided copies of bid documents, pay estimates, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements for this project. Based on our review of the documentation provided, the amount remaining on the current contracts is \$2,263,080.21. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City. The total cash deposit shall be **\$2,489,388.23**. The City received the administrative fee of \$36,495.08 at the time of the application request.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Sierra Vista West Section 4. The approval shall be contingent on City Council's approval of the final plat at the June 21, 2021 meeting.

The Developer shall provide the cash deposit to the City within 10 working days from the date of the agreement as approved by City Council.

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

cc: Kayleen Rosser, City Secretary ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
Larry Boyd, City Attorney ([larryboyd@swbell.net](mailto:larryboyd@swbell.net))  
Mike Christopher, Land Elevation Solutions, ([mchristopher@elevationlandsolutions.com](mailto:mchristopher@elevationlandsolutions.com))

Copy



May 28, 2021

Dinh V. Ho, PE  
Adico Consulting Engineers  
On behalf of City of Iowa Colony  
2114 El Dorado Blvd., Suite 400  
Friendswood, Texas 77546

Re: Early Plat Release Application Request  
Sierra Vista West Section 4

Mr. Ho:

On behalf of Land Tejas, this letter is to formally request the City of Iowa Colony process an application for an early plat escrow in connection with Sierra Vista West Section 4. Our intention is to obtain a recorded plat by the end of May subject to City Council approval and deposit of escrowed funds per the agreement.

This escrow is proposed to include funds to complete the construction of water, sanitary, drainage and paving for the above referenced project. Construction of the project is currently in progress and we anticipate will be complete in July.

Exhibit A (attached) is a summary of the contract amounts and estimates for this project which is the basis for calculating the 2% administrative fee per the City's policy. The calculated fee is reduced by 50% based on the Letter of Understanding dated December 21, 2020 regarding the illuminated street sign credit. Land Tejas intends to submit this fee to City Hall on June 1, 2021.

If you have any questions, please call us.

Best Regards,

A handwritten signature in blue ink, appearing to read "Mike W. Christopher", is written over the typed name.

Mike W. Christopher, PE  
Senior Project Manager

Cc: Josh Wadley – Land Tejas  
Ron Cox – Ron Cox Consulting

Project	Contractor	Original Contract		Current Contract		Remaining Contract	
		Amount	Change Orders	Amount	Payments to Date	Amount	
1. Section 4 WS&D	Clearwater Utilities	2,527,119.30	58,600.00	\$ 2,585,719.30	\$ 1,700,000.00	\$	885,719.30
2. Section 4 Paving	ClearPave	2,333,046.00	98,969.49	\$ 2,432,015.49	\$ -	\$	2,432,015.49
Total Construction Contract Remaining						\$	3,317,734.79
Contingency (10%)							331,773.48
Total Escrow						\$	3,649,508.27
City of Iowa Colony Administrative Fee (2%)						\$	72,990.17
Applied Credit for Illuminated Street Name Signs Agreement (50% of Fee)							(36,495.08)
Administrative Fee Due at Time of Application						\$	36,495.08
Total Credit for Illuminated Street Name Signs Agreement dated 12/21/20						\$	75,417.46
Applied Credit to Section 6 Application (Submitted April 30, 2021)							(11,217.81)
Applied Credit to Section 4 Application (this application)							(36,495.08)
Remaining Credit for future applications						\$	27,704.57





**CITY OF IOWA COLONY - CONSTRUCTION ESCROW SUMMARY**  
**SIERRA VISTA WEST SECTION 4**

**June 15, 2021**

<u>Project</u>	<u>Contractor</u>	<u>Original Contract</u>			<u>Current Contract</u>		<u>Payments to Date</u>	<u>Remaining Contract</u>	
		<u>Amount</u>	<u>Change Orders</u>		<u>Amount</u>			<u>Amount</u>	
1. Section 4 WS&D	Clearwater Utilities	2,527,119.30	58,600.00	\$	2,585,719.30	\$	2,234,405.98	\$	351,313.32
2. Section 4 Paving	ClearPave	2,333,046.00	98,969.49	\$	2,432,015.49	\$	520,248.60	\$	1,911,766.89
								Total Construction Contract Remaining	\$ 2,263,080.21
								Contingency (10%)	226,308.02
								Total Escrow	\$ 2,489,388.23

Copy



# CITY OF IOWA COLONY

12003 Iowa Colony Blvd.  
Iowa Colony, Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005  
[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

December 21, 2020

Land Tejas Sterling Lakes South, LLC  
2450 Fondren Road, Suite 210  
Houston, TX 77063

Attention: Mr. Al P. Brende, President

RE: Land Tejas Sterling Lakes South, LLC  
Letter of Understanding  
Illuminated Street Name Signs  
Meridiana Parkway Traffic Signals

Dear Mr. Brende:

The City of Iowa Colony has asked Land Tejas Sterling Lakes South, LLC to upgrade the street name signs for the three (3) Meridiana Parkway Traffic Signals from standard aluminized blade signs to the illuminated (back-lit) street name signs. In consideration of this change by the City in the design criteria after the plans were submitted and construction bids received, Land Tejas Sterling Lakes South, LLC has requested that the City provide financial assistance for the increased cost. You stated that your requested pricing from your signal contractor for this upgrade, and the contractor submitted a change order request in the amount of \$70,417.46 for this upgrade. You also estimated an additional cost of engineering in the amount of \$5,000.

This letter states our agreement concerning this increased cost. Land Tejas Sterling Lakes South, LLC agrees to pay for this increased cost, and the City agrees to reimburse Land Tejas Sterling Lakes South, LLC for this increased cost, but only out of the following source of funds: half of the City's two percent administrative fee for early plat approval applications paid by Land Tejas Sterling Lakes South, LLC or any affiliate after the date of this letter agreement. In other words, the City's administrative fee for applications for early plat approval is two percent, and one percent will be applied toward this reimbursement. If the full reimbursement amount of \$75,417.46 is not issued within five years from the date of this letter, then the City agrees to reimburse the remaining reimbursement amount by December 21, 2025.

If this letter correctly and completely states our agreement concerning this increased cost, then please execute and return this letter.

Sincerely,



Michael Byrum-Bratsen  
Mayor

AGREED AND ACCEPTED by Land Tejas Sterling Lakes South, LLC on this 28<sup>th</sup> day of December, 2020.

LAND TEJAS STERLING LAKES SOUTH, LLC

By: \_\_\_\_\_

  
Al P. Brende, President

Copy

May 17, 2021

Clearwater Utilities, Inc.

22803 Schiel Road

Cypress, TX 77433

Project: Construction of WSD Sierra Vista West Section 4

Acknowledgement of payment:

I, Cale Kobza, of Clearwater Utilities, Inc. confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 213,983.10
Pay Estimate #2	\$ 313,336.98
Pay Estimate #3	\$ 879,923.47
Pay Estimate #4 Partial	<u>\$ 292,756.45</u>
Total Received	\$1,700,000.00

Signed:

Clearwater Utilities, Inc.



By: Cale Kobza, CFO

Date: 5/17/21





June 15, 2021

Clearwater Utilities, Inc.

22803 Schiel Road

Cypress, TX 77433

Project: Construction of WSD Sierra Vista West Section 4

Acknowledgement of payment:

I, Dustin Berry, of Clearwater Utilities, Inc. confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 213,983.10
Pay Estimate #2	\$ 313,336.98
Pay Estimate #3	\$ 879,923.47
Pay Estimate #4	\$ 821,658.51
Pay Estimate #5	\$ <u>5,503.92</u>
Total Received	\$2,234,405.98

Signed:

Clearwater Utilities, Inc.

A handwritten signature in blue ink, appearing to read 'Dustin Berry', written over a horizontal line.

By: Dustin Berry, President

Date: 6/15/21



June 15, 2021

ClearPave, LLC  
22803 Schiel Road  
Cypress, TX 77433

Project: Construction of Paving Sierra Vista West Section 4

Acknowledgement of payment:

I, Dustin Berry, of ClearPave, LLC confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 154,362.15
Pay Estimate #2	\$ 35,112.15
Pay Estimate #3	<u>\$ 330,774.30</u>
Total Paid to date	\$ 520,248.60

Signed:

ClearPave, LLC

A handwritten signature in blue ink, appearing to read 'Dustin Berry', written over a horizontal line.

By: Dustin Berry, Vice President

Date: 6/15/21

Tuesday, June 15, 2021

Mayor Michael Byrum-Bratsen  
c/o City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

Re: Meridiana Commercial Section 68  
Meridiana Commercial Reserve No. 1 Early Plat Recordation Agreement  
Brazoria County Municipal Utility District No. 55  
Letter of Recommendation - Disbursement Request No. 1 and Final  
Adico, LLC Project No. 21001-01

Dear Mayor Byrum-Bratsen and City Council;

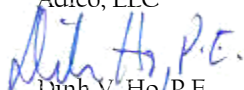
On behalf of the City of Iowa Colony, Adico, LLC has received a request for Disbursement No. 1 and Final from GR-MI, Ltd., related to the Meridiana Commercial Reserve No. 1 Early Plat Recordation Agreement.

Adico has reviewed the closeout documentation provided by EHRA, Inc, Engineer of Record, and attended the final inspection on or about June 14, 2021. All outstanding punch list items were completed June 16, 2021. This project is currently on the June 2021 City Council agenda for infrastructure approval into the One Year Maintenance Period.

Based on our review of the documentation, we have no objections to Disbursement Request No. 1 and Final in the amount of \$507,670.79. This amount closes out the cash deposit funds. This approval is subject to City Council's approval of the infrastructure improvements into the One Year Maintenance Period.

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

cc: Kayleen Rosser, City Secretary ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
Larry Boyd, City Attorney ([larryboyd@swbell.net](mailto:larryboyd@swbell.net))



Mr. Dinh Ho  
Addico Engineering LLC  
211 E Parkwood Dr  
Friendswood, TX 77546

June 14, 2021

Dear Mr. Ho,

The contractor for Meridiana Commercial Section 68 has completed the construction, city inspection and punchlist items for the project. I would like to request the release of the early platting bond and return of the refundable portion of the deposit be placed on the City Council agenda for approval.

Please let me know if there is anything else you need and if this item will be included on the June city council agenda.

Thank you

*Brian Aarseth*

Brian Aarseth  
Project Manager  
GR-M1 LTD

Wednesday, June 16, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

**Re: Merdiana Commercial Section 68 Storm Water and Paving Facilities  
Brazoria County Municipal Utility District No. 55  
Recommendation for Acceptance into One Year Maintenance Period  
City of Iowa Colony Project No. CSW 210128-0096  
Adico, LLC Project No. 16007-4-343**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Commercial Section 68 Storm Water and Paving facilities. The final inspection was held June 14, 2021, and all punch list items completed on or about June 16, 2021.

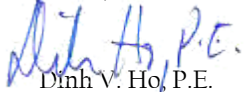
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Storm and Paving facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 21, 2021, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC



Dinh V. Ho, P.E.  
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-4-343



Wednesday, June 16, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

**Re: Merdiana Commercial Section 68 Water Distribution and Wastewater Collection Facilities  
Brazoria County Municipal Utility District No. 55  
Recommendation for Approval into One Year Maintenance Period  
City of Iowa Colony Project No. CSW 210128-0096  
Adico, LLC Project No. 16007-4-343**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Meridiana Commercial Section 68 Water Distribution and Wastewater Collection facilities. The final inspection was held June 14, 2021, and with all punch list items completed on or about June 16, 2021.

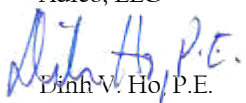
Based on our review of the closeout documents provided, Adico, LLC recommends approval of Water Distribution and Wastewater Collection facilities into the One-Year Maintenance Period. The maintenance period shall be effective June 21, 2021, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

  
Binh W. Ho, P.E.  
TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-4-343

# Engineers Certificate of Completion

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

**Name of District:**

Brazoria County Municipal Utility District No. 55

**Owner of property, if other than District:**

GR-M1, Ltd.

**Kind of project, contract identification:**

Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight

**Name of contractor:**

Triple B Services, L.L.P.

**Name of consulting engineer:**

Edminster, Hinshaw, Russ & Associates, Inc.

**Address of consulting engineer:**

10011 Meadowglen Lane, Houston, Texas 77042

I certify this project was at least 95% complete on June 14, 2021; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Jared R. Bowlin, P.E., a Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

Signed and Sealed,

Jared R. Bowlin

Jared R. Bowlin, P.E.  
Registration No. 103429



Jared R. Bowlin

06/15/2021

**CITY OF IOWA COLONY  
MAINTENANCE BOND**

I. The following terms shall have the following meanings in this document:

a. Bond Number: 58S213951

b. Principal: Triple B Services, L.L.P.

c. Surety:

Name: Liberty Mutual Insurance Company

State Where Surety is Incorporated: Massachusetts

d. Oblige(e)s: Brazoria County Municipal Utility District No. 55; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Oblige(e), so leave this line blank.)

If there is more than one Oblige(e), then the terms "Oblige(e)" and "Obligees" shall mean any and all Oblige(e)s hereunder, jointly and severally.

e. Contract: The Contract described as follows:

Date: \_\_\_\_\_

Parties: Principal and Brazoria County Municipal Utility District No. 55

Subdivision involved: Meridiana Commercial, Section Sixty Eight

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):  
Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$890,857.40

g. Maintenance Period:

Starting Date of Maintenance Period: \_\_\_\_\_

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
2. Principal has entered into the Contract.
3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: \_\_\_\_\_

SURETY:  
Liberty Mutual Insurance Company

PRINCIPAL:  
Triple B Services, L.L.P.

820 Old Atascocita Road  
Huffman, Texas 77336  
281-324-3264

By:   
Signature

Lauren O. Moudy  
Print or Type Signer's Name

Attorney in Fact  
Signer's Title

By:   
Signature

Donna Burke  
Print or Type Signer's Name

Sr. Project Administrator  
Signer's Title

ATTACH POWER OF ATTORNEY





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202692 - 971801**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Britt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Lacey Mayfield, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY SS

On this 5th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



# BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

## PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA COMMERCIAL SECTION SIXTY EIGHT IOWA COLONY, TEXAS

PRINTED  
JUN 03 2021

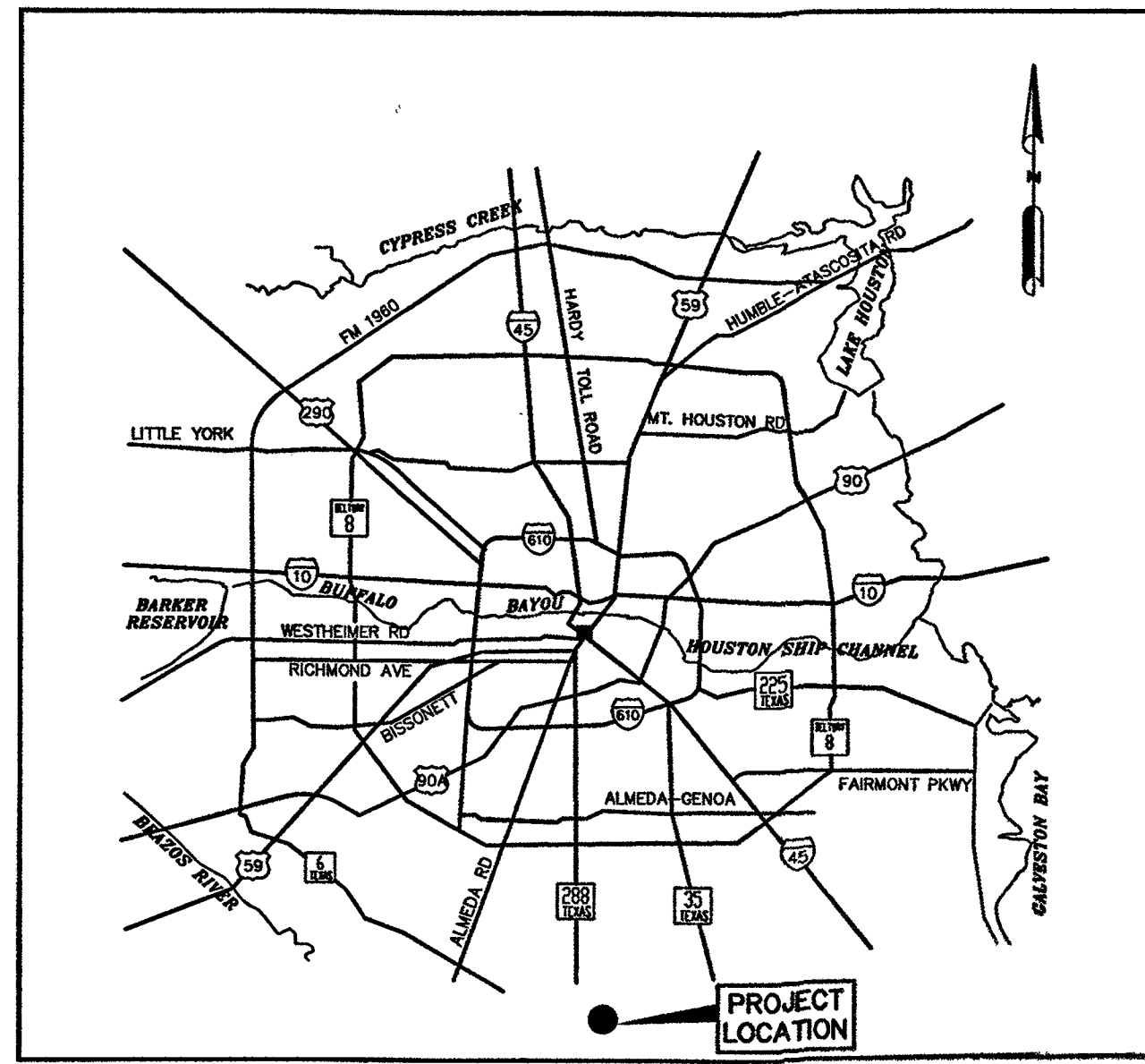
"AS BUILT"

RECORD DRAWINGS

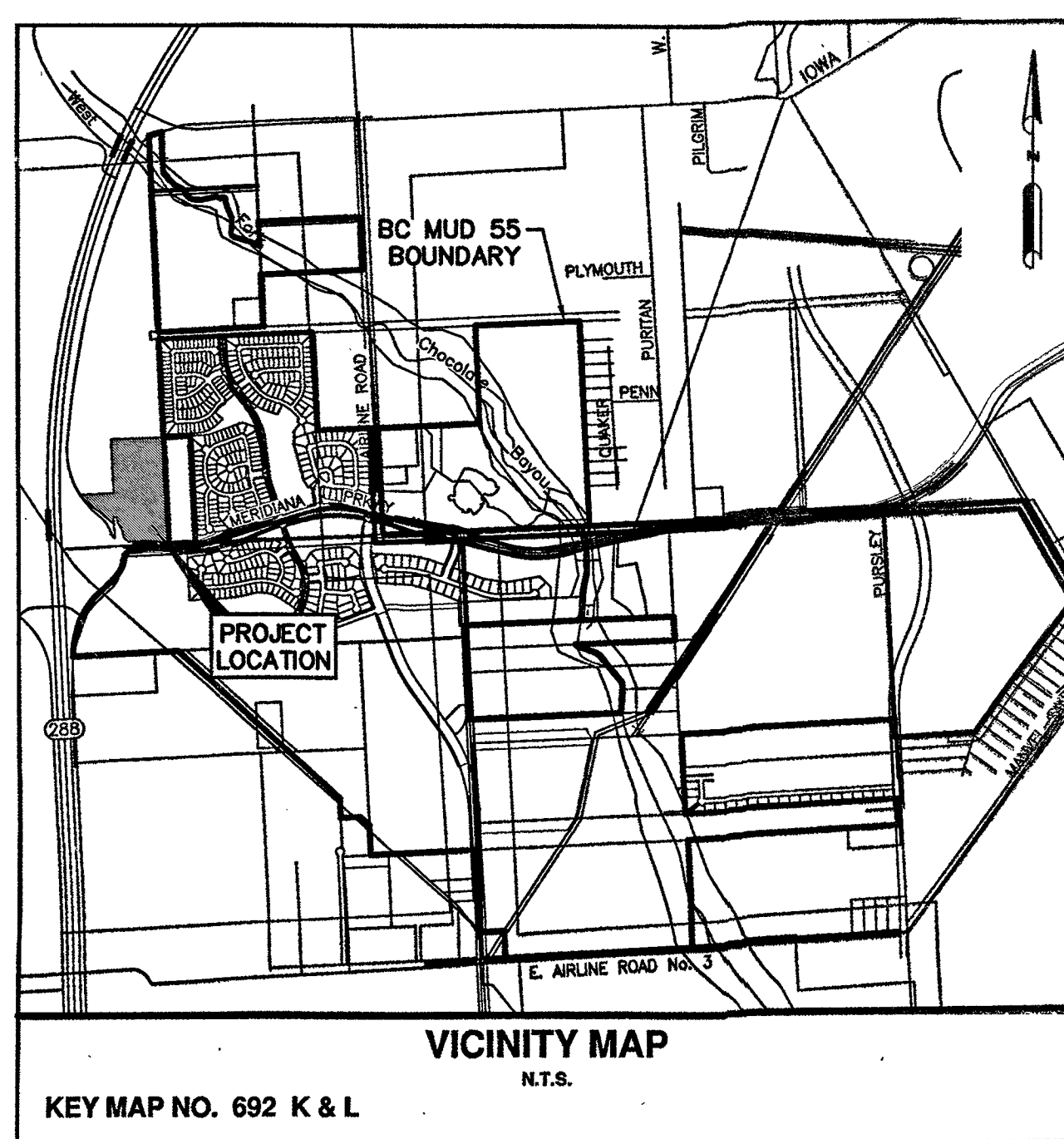
P.C.T.S. BY:  
B. HUBBARD  
C. OKOT  
6-9-21  
*[Signature]*

Checked-Gen  
6/10/21  
*[Signature]*

6.14.21



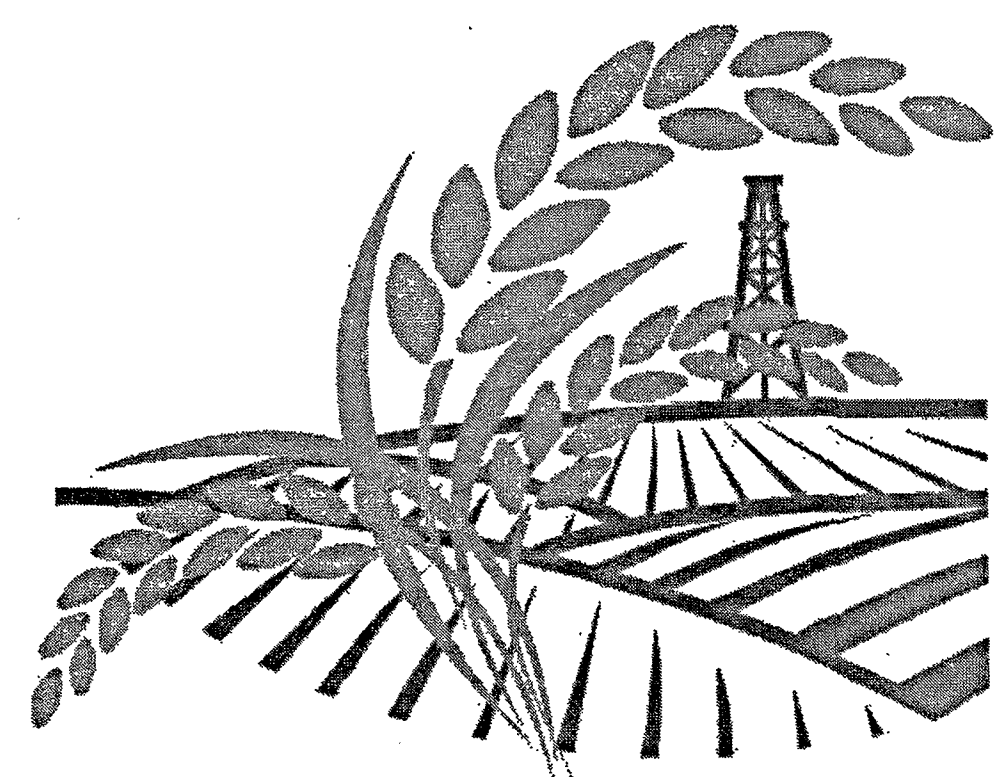
LOCATION MAP  
N.T.S.



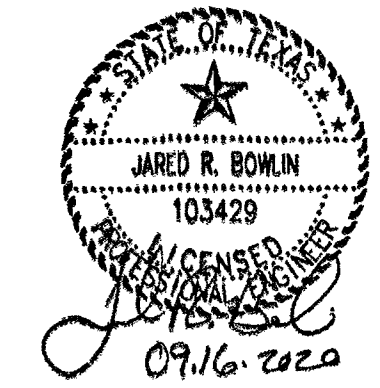
VICINITY MAP  
N.T.S.

KEY MAP NO. 692 K & L

Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
1	COVER SHEET
2	GENERAL NOTES
LAYOUTS	
3	PAVING, SIGNAGE AND DRAINAGE AREA MAP
4	DRAINAGE CALCULATIONS
5	WATER DISTRIBUTION AND WASTE WATER COLLECTION SYSTEM
6	STORM WATER POLLUTION PREVENTION PLAN
7	GRADING PLAN
8	TRAFFIC CONTROL PHASING 1 & 2 PLAN
9	TRAFFIC CONTROL PHASING 3 & 4 PLAN
PLAN AND PROFILES	
10	SABER POWER LANE STA 0+00 TO 9+60
11	SABER POWER LANE STA 9+60 TO END
12	ACCESS ROAD, SANITARY SEWER LATERAL "A" & STORM SEWER OUTFALL
13	STORM SEWER LATERALS "A", "B", AND "C"
DETAILS	
14	PAVING DETAILS (SHEET 1 OF 4)
15	PAVING DETAILS (SHEET 2 OF 4)
16	PAVING DETAILS (SHEET 3 OF 4)
17	PAVING DETAILS (SHEET 4 OF 4)
18	WATER DETAILS (SHEET 1 OF 2)
19	WATER DETAILS (SHEET 2 OF 2)
20	SANITARY SEWER DETAILS (SHEET 1 OF 3)
21	SANITARY SEWER DETAILS (SHEET 2 OF 3)
22	SANITARY SEWER DETAILS (SHEET 3 OF 3)
23	STORM SEWER DETAILS (SHEET 1 OF 5)
24	STORM SEWER DETAILS (SHEET 2 OF 5)
25	STORM SEWER DETAILS (SHEET 3 OF 5)
26	STORM SEWER DETAILS (SHEET 4 OF 5)
27	STORM SEWER DETAILS (SHEET 5 OF 5)
28	STORM WATER POLLUTION PREVENTION DETAILS
29	TRAFFIC CONTROL PLAN DETAILS
30	PAVEMENT MARKING DETAILS



# CITY OF IOWA COLONY



CITY OF IOWA COLONY	
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING	
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.	
<i>Michael B. Brann</i> MICHAEL B. BRANN, MAYOR	12/18/2020 DATE
<i>[Signature]</i> CITY ENGINEER	12/18/2020 DATE
CITY OF IOWA COLONY	
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES	

NOTE:  
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR INSPECTIONS@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

CALL BEFORE YOU DIG!  
TEXAS ONE CALL PARTICIPANTS REQUEST  
48 HOURS NOTICE BEFORE YOU DIG, DRILL,  
OR BLAST - STOP CALL  
Texas One Call System  
1-800-344-8377  
(713)223-4567 (IN HOUSTON)

**EHRA**  
ENGINEERING THE FUTURE  
SINCE 1936  
10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300

SEPTEMBER 2020

CIOC Project No. EPR2-200813-0899  
Adico, LLC Project No. 16007-3-246

P-3988

SHEET 1 OF 30 SHEETS

UTILITY AND PAVING TO SERVE POD 68 P-3988

P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\1 Cover Sheet (P-3988).dwg Sep 16, 2020 8:54am Edited by: zschmidt



Wednesday, June 2, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

Re: Sierra Vista West Section 6  
Brazoria County Municipal Utility District No. 53  
Letter of Recommendation-Disbursement Request No. 1, June 2021  
Adico Project No. 21001-02

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 1 from Land Tejas Sierra Vista West, LLC, the disbursement of funds for Sierra Vista West Section 6 Early Plat Recordation Release Agreement.

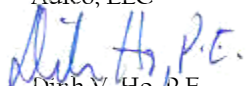
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	1,019,800.99
CONTINGENCY @ 10%					\$	101,980.10
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	1,121,781.09
	Date of Request	Request Subtotal	10% Contingency	Total Disbursement	Remaining Escrow	
Draw Request No. 1	Jun-21	\$ 815,015.50	\$ 81,501.55	\$ 896,517.05	\$ 225,264.04	
TOTALS		\$ 815,015.50	\$ 81,501.55	\$ 896,517.05	\$ 225,264.04	

Based on our review of the documentation provided, Adico, LLC has no objection to Disbursement No. 1 to Land Tejas in the amount of **\$896,517.05**. After Disbursement No. 1, the remaining balance is \$225,264.04.

Should you have any questions, please do not hesitate to call our office.

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.  
TBPE Firm No. 16423

cc: Kayleen Rosser, City Secretary ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
Larry Boyd, City Attorney ([larryboyd@swbell.net](mailto:larryboyd@swbell.net))  
Mike Christopher, Elevation Land Solutions ([mchristopher@elevationlandsolutions.com](mailto:mchristopher@elevationlandsolutions.com))



MELANIE MANGEL  
CHIEF FINANCIAL OFFICER

May 28, 2021

Dinh V. Ho, P.E.  
Principal  
Adico Consulting Engineers  
2114 El Dorado Blvd., Suite 400  
Friendswood, TX 77546

RE: Land Tejas Sierra Vista West, LLC  
Construction and Escrow Agreement-Disbursement  
Sierra Vista West Sec. 6 Draw #1-June

Dear Dinh:

Please find enclosed a worksheet for disbursement for a portion of our cash deposit and copies of the invoices to pay the following vendor(s):

Principal Services	\$ 815,015.50	Section 6 WSD & Paving
June Contingency Refund	<u>\$ 81,501.55</u>	
Total	\$ 896,517.05	

Please review the enclosed and if in agreement, recommend the City reimburse to Land Tejas Sierra Vista West, LLC the amount of \$896,517.05 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,

  
Melanie Mangel  
Chief Financial Officer



Land Tejas Sierra Vista West, LLC

Wire Transfer Instructions

Bank: TEXAS CAPITAL BANK, N.A.  
1330 POST OAK BLVD, STE 100  
HOUSTON, TX 77056

In Favor of: LAND TEJAS SIERRA VISTA WEST, LLC

ABA: 111017979

Account: 3111054981

Copy

Thank you,

Melanie Mangel  
Chief Financial Officer





ESCROW SUMMARY FOR ALL PROJECTS SERVING  
SIERRA VISTA WEST SECTION 6

May 28, 2021

ORIGINAL ESCROW SUMMARY					
<u>Construction Contract</u>	<u>Contractor</u>	<u>Contract Amount</u> (A)	<u>Change Orders</u> (B)	<u>Revised Contract</u> <u>Amount (A + B)</u>	<u>Escrowed Amount</u>
1. Section 6 WSD & Paving	Principal Services	2,124,787.10	\$ 53,575.66	\$ 2,178,362.76	\$ 1,019,800.99
					\$ 1,019,800.99

<u>10%</u> <u>Contingency</u>	<u>Total Escrow</u>	<u>Total Refund to</u> <u>Date</u>	<u>June Draw</u> <u>Request</u>	<u>June</u> <u>Contingency</u> <u>Refund</u>	<u>June Refund</u>	<u>Remaining</u> <u>Escrow Balance</u>	<u>Deduction of</u> <u>Change Order</u> <u>Not Escrowed</u>	<u>December Refund</u> <u>(Net of Required</u> <u>Cash Deposit For CO)</u>	<u>Remaining</u> <u>Escrow Balance</u>
\$ 101,980.10	\$ 1,121,781.09	\$ -	\$ (815,015.50)	\$ (81,501.55)	\$ (896,517.05)	\$ 225,264.04		\$ (896,517.05)	\$ 225,264.04
\$ 101,980.10	\$ 1,121,781.09	\$ -	\$ (815,015.50)	\$ (81,501.55)	\$ (896,517.05)	\$ 225,264.04	\$ -	\$ (896,517.05)	\$ 225,264.04
		\$ 1,121,781.09							

Copy



May 7, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary and Drainage Facilities for Sierra Vista West Section 6  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 4 submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 4/21/2021 to 5/05/2021. Included with this estimate is the Conditional Waiver, Unconditional Waiver, and Affidavit of Bills Paid.

As of 5/05/2021, the project was approximately 92% complete by contract amount and 91% complete by contract time. Our field project representative periodically observed the work performed by Principal Services, Ltd.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Principal Services, Ltd. during the subject period and therefore, we recommend payment in the amount of **\$647,315.55** for this estimate.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\019 Section 6 WSD & Paving\Construction\WS&D\Pay Estimates\Sierra Vista West Sec. 6 WS&D - Cover Letter - ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
Contractor: Principal Services, Ltd.  
  
Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6  
Job No: 610.020019.00  
Engineer: Elevation Land Solutions  
NTP Date: February 1, 2021  
Contract Duration: 105 Calendar Days  
Contract Completion: May 17, 2021  
Current Period: 4/21/2021 to 5/05/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO1	3/25/2021	-	\$ 53,575.66
Net Change:			\$ 53,575.66

The current status on the account for this Contract is as follows:

1. Original Contract Total	\$ 2,124,787.10
2. Net Changes by Change Order	\$ 53,575.66
3. Contract Sum to Date (Line 1 + 2)	\$ 2,178,362.76
4. Total Completed & Stored to Date	\$ 2,006,530.36
5. Retainage	
a. 10% of Completed Work	\$ 200,653.04
Total Retainage(Lines 5a +5b)	\$ 200,653.04
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$ 1,805,877.32
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)	\$ 1,158,561.77
8. Current Payment Due	\$ 647,315.55
9. Balance to Finish, Including Retainage (Line 3 Less Line 6)	\$ 372,485.44

\*Percent Complete by Duration 91%  
\*Percent Complete by Cost 92%



**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Principal Services, Ltd.  
**Project:** Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6  
**Job No.:** 610.020019.00

Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>BASE BID</b>											
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, stacks, risers, connections, standard bedding, backfill and testing, Complete in Place.	3,825	LF	\$ 28.00	\$ 107,100.00		\$ -	3,825.00	\$ 107,100.00	3,825.00	\$ 107,100.00	100%
2.	10 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, stacks, risers, connections, standard bedding, backfill and testing, Complete in Place.	83	LF	\$ 55.00	\$ 4,565.00		\$ -	83.00	\$ 4,565.00	83.00	\$ 4,565.00	100%
3.	6 - inch Near Side SDR-26 ASTM D-3034 sanitary sewer service lead, including wye, plugs, bedding and backfill, and cleanout, Complete in Place.	25	EA	\$ 900.00	\$ 22,500.00		\$ -	25.00	\$ 22,500.00	25.00	\$ 22,500.00	100%
4.	6 - inch Far Side SDR-26 ASTM D-3034 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	19	EA	\$ 1,600.00	\$ 30,400.00		\$ -	19.00	\$ 30,400.00	19.00	\$ 30,400.00	100%
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	29	EA	\$ 3,300.00	\$ 95,700.00		\$ -	29.00	\$ 95,700.00	29.00	\$ 95,700.00	100%
6.	External drop connection, as shown in plans, Complete in Place.	18	EA	\$ 500.00	\$ 9,000.00		\$ -	18.00	\$ 9,000.00	18.00	\$ 9,000.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>WATER IMPROVEMENTS</b>											
7.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	347	LF	\$ 15.00	\$ 5,205.00		\$ -	347.00	\$ 5,205.00	347.00	\$ 5,205.00	100%
8.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	3,684	LF	\$ 20.00	\$ 73,680.00		\$ -	3,684.00	\$ 73,680.00	3,684.00	\$ 73,680.00	100%
9.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	66	LF	\$ 26.00	\$ 1,716.00		\$ -	66.00	\$ 1,716.00	66.00	\$ 1,716.00	100%
10.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	297	LF	\$ 30.00	\$ 8,910.00		\$ -	297.00	\$ 8,910.00	297.00	\$ 8,910.00	100%
11.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	3	EA	\$ 540.00	\$ 1,620.00		\$ -	3.00	\$ 1,620.00	3.00	\$ 1,620.00	100%
12.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	9	EA	\$ 3,700.00	\$ 33,300.00		\$ -	9.00	\$ 33,300.00	9.00	\$ 33,300.00	100%
13.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	1	EA	\$ 380.00	\$ 380.00		\$ -	1.00	\$ 380.00	1.00	\$ 380.00	100%





Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>STORM SEWER IMPROVEMENTS</b>											
14.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	2,472	LF	\$ 41.00	\$ 101,352.00		\$ -	2,472.00	\$ 101,352.00	2,472.00	\$ 101,352.00	100%
15.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	691	LF	\$ 47.00	\$ 32,477.00		\$ -	691.00	\$ 32,477.00	691.00	\$ 32,477.00	100%
16.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	140	LF	\$ 52.00	\$ 7,280.00		\$ -	140.00	\$ 7,280.00	140.00	\$ 7,280.00	100%
17.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	616	LF	\$ 75.00	\$ 46,200.00		\$ -	616.00	\$ 46,200.00	616.00	\$ 46,200.00	100%
18.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	104	LF	\$ 99.00	\$ 10,296.00		\$ -	104.00	\$ 10,296.00	104.00	\$ 10,296.00	100%
19.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	177	LF	\$ 117.00	\$ 20,709.00		\$ -	177.00	\$ 20,709.00	177.00	\$ 20,709.00	100%
20.	54 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	142	LF	\$ 213.00	\$ 30,246.00		\$ -	142.00	\$ 30,246.00	142.00	\$ 30,246.00	100%
21.	Type "A" inlets including both first and second stage construction, Complete in Place.	1	EA	\$ 1,700.00	\$ 1,700.00		\$ -	1.00	\$ 1,700.00	1.00	\$ 1,700.00	100%
22.	Type "C" inlets including both first and second stage construction, Complete in Place.	32	EA	\$ 2,250.00	\$ 72,000.00		\$ -	16.00	\$ 36,000.00	16.00	\$ 36,000.00	50%
23.	Type "C-1" inlets including both first and second stage construction, Complete in Place.	3	EA	\$ 2,650.00	\$ 7,950.00		\$ -	1.50	\$ 3,975.00	1.50	\$ 3,975.00	50%
24.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	30	EA	\$ 2,000.00	\$ 60,000.00		\$ -	30.00	\$ 60,000.00	30.00	\$ 60,000.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
25.	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	5	EA	\$ 2,300.00	\$ 11,500.00		\$ -	5.00	\$ 11,500.00	5.00	\$ 11,500.00	100%
26.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	2	EA	\$ 2,700.00	\$ 5,400.00		\$ -	2.00	\$ 5,400.00	2.00	\$ 5,400.00	100%
27.	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	1	EA	\$ 3,100.00	\$ 3,100.00		\$ -	1.00	\$ 3,100.00	1.00	\$ 3,100.00	100%
28.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	78	SY	\$ 100.00	\$ 7,800.00		\$ -	78.00	\$ 7,800.00	78.00	\$ 7,800.00	100%
29.	Construct earthen extreme event swale including excavation, grading, compaction, and application of sod as shown in plans, Complete in Place.	654	SY	\$ 12.00	\$ 7,848.00		\$ -	0.00	\$ -	0.00	\$ -	0%
<b>ADDITIONAL ITEMS</b>												
30.	Trench safety system, all depths, Complete in Place	8,302	LF	\$ 0.10	\$ 830.20		\$ -	8,302.00	\$ 830.20	8,302.00	\$ 830.20	100%
31.	Well point system for dewatering trenches, Complete in Place. (Any unit price less than \$20 may result in full bid rejection)	1,452	LF	\$ 27.50	\$ 39,930.00		\$ -	1,452.00	\$ 39,930.00	1,452.00	\$ 39,930.00	100%
32.	Wet sand construction for wet unstable trenches. (Any unit price less than \$15 may result in full bid rejection)	1,452	LF	\$ 15.00	\$ 21,780.00		\$ -	40.00	\$ 600.00	40.00	\$ 600.00	3%
33.	Wet sand construction for manholes at depths of 10 feet or greater, as directed by Engineer, Complete in Place.	13	EA	\$ 500.00	\$ 6,500.00		\$ -	1.00	\$ 500.00	1.00	\$ 500.00	8%

Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
34.	Spread and compact utility spoils on-site, per the grading plan, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	9,876	CY	\$ 2.50	\$ 24,690.00		\$ -	9,876.00	\$ 24,690.00	9,876.00	\$ 24,690.00	100%
35.	Contractor shall sweep/clean adjacent streets and proposed streets throughout the duration of the contract.	1	LS	\$ 500.00	\$ 500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
36.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	39	EA	\$ 100.00	\$ 3,900.00		\$ -	19.50	\$ 1,950.00	19.50	\$ 1,950.00	50%
37.	Installation and removal of coffer dam as shown in plans , Complete in Place.	2	EA	\$ 5,000.00	\$ 10,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
38.	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	16	AC	\$ 650.00	\$ 10,400.00		\$ -	0.00	\$ -	0.00	\$ -	0%
39.	Turf establishment by contractor by hydromulch, in accordance to jurisdiction specifications, as shown in plans, Complete in Place.	5	AC	\$ 1,500.00	\$ 7,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
40.	Installation and maintenance of Reinforced Filter Barrier, as shown in plans, Complete in Place.	2,748	LF	\$ 1.25	\$ 3,435.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
41.	Installation and maintenance of concrete truck washout area as shown in plans and accordant to SWPPP requirements, Complete in Place.	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
42.	Construction staking services to be performed by Elevation Land Solutions in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 11,700.00	\$ 11,700.00		\$ -	1.00	\$ 11,700.00	1.00	\$ 11,700.00	100%
43.	Move-in and start-up, including all applicable permits, site security, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1	LS	\$ 38,000.00	\$ 38,000.00		\$ -	1.00	\$ 38,000.00	1.00	\$ 38,000.00	100%
44.	Regrading of existing side slope in north detention basin for outfall, as shown in plans. Complete in Place	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
	<b>Alternate Item (Haul Off)</b>											
A1.	In lieu of item 34, Excess soil excavation is to become property of the contractor and shall be hauled off site to be disposed of at a location which the contractor has a legal right to dispose of said material.	9,876	CY	\$ 20.00	\$ 197,520.00		\$ -	0.00	\$ -	0.00	\$ -	0%





Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>Alternate Bid 1 (WS&amp;D + Paving)</b>											
	<b>Paving Items</b>											
P1.	Site preparation of fill areas, including stripping of topsoil, removal of vegetation, and stockpile.	25	AC	\$ 250.00	\$ 6,250.00		\$ -	25.00	\$ 6,250.00	25.00	\$ 6,250.00	100%
P2.	Roadway excavation. This is the volumetric difference between the existing surface and the proposed top of subgrade, inside the right of way. An estimated volume of 679 CY has been calculated as required fill behind back of curb (2') and is included in the excavation quantity. No adjustments will be made based on variance of actual quantities.	7,726	CY	\$ 2.00	\$ 15,452.00		\$ -	7,726.00	\$ 15,452.00	7,726.00	\$ 15,452.00	100%
P3.	Roadway fill. This is the volumetric difference between the existing surface and the proposed top of subgrade, inside the right of way. No adjustments will be made based on variance of actual quantities.	4,019	CY	\$ 2.00	\$ 8,038.00		\$ -	4,019.00	\$ 8,038.00	4,019.00	\$ 8,038.00	100%
P4.	Haul, spread, and compact (to 95%) excess roadway excavation on-site, to achieve final lot grades per the grading plan. Complete in Place.	3,028	CY	\$ 2.00	\$ 6,056.00		\$ -	3,028.00	\$ 6,056.00	3,028.00	\$ 6,056.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P5.	Lot excavation to achieve final lot grades per the grading plan. This is the volumetric difference between the existing surface and the proposed surface, outside the right of way. No adjustments will be made based on variance of actual quantities.	396	CY	\$ 2.00	\$ 792.00		\$ -	396.00	\$ 792.00	396.00	\$ 792.00	100%
P6.	Lot fill to achieve final lot grades per the grading plan. This is the volumetric difference between the existing surface and the proposed surface, outside the right of way. No adjustments will be made based on variance of actual quantities.	13,300	CY	\$ 4.00	\$ 53,200.00		\$ -	12,000.00	\$ 48,000.00	12,000.00	\$ 48,000.00	90%
P7.	Spread and compact lot strippings across areas outside of future building pad areas, Complete in Place.	1	LS	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	1.00	\$ 14,000.00	100%
P8.	Subgrade stabilization for concrete pavement including mixing, grading, and compaction, Complete in Place.	17,927	SY	\$ 3.00	\$ 53,781.00		\$ -	17,927.00	\$ 53,781.00	17,927.00	\$ 53,781.00	100%
P9.	Lime for 8" subgrade stabilization (8% application by dry weight), Complete in Place.	467	TON	\$ 185.00	\$ 86,395.00		\$ -	467.00	\$ 86,395.00	467.00	\$ 86,395.00	100%
P10.	6 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	16,898	SY	\$ 42.75	\$ 722,389.50	15,898.00	\$ 679,639.50	1,000.00	\$ 42,750.00	16,898.00	\$ 722,389.50	100%
P11.	6 - inch reinforced concrete curb, Complete in Place.	3,718	LF	\$ 3.40	\$ 12,641.20		\$ -	2,800.00	\$ 9,520.00	2,800.00	\$ 9,520.00	75%
P12.	4 x 12 - inch reinforced concrete curb, Complete in Place.	5,448	LF	\$ 3.40	\$ 18,523.20		\$ -	2,000.00	\$ 6,800.00	2,000.00	\$ 6,800.00	37%
P13.	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P14.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	1	LS	\$ 7,500.00	\$ 7,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
P15.	Traffic signs, as shown in plans, Complete in Place.	15	EA	\$ 650.00	\$ 9,750.00		\$ -	0.00	\$ -	0.00	\$ -	0%
P16.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
P17.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	18	EA	\$ 1,400.00	\$ 25,200.00	8.00	\$ 11,200.00	0.00	\$ -	8.00	\$ 11,200.00	44%
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	339	LF	\$ 30.00	\$ 10,170.00		\$ -	339.00	\$ 10,170.00	339.00	\$ 10,170.00	100%
<b>Additional Items</b>												
P19.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1	LS	\$ 20,000.00	\$ 20,000.00	1.00	\$ 20,000.00	0.00	\$ -	1.00	\$ 20,000.00	100%
P20.	Construction staking services to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	1.00	\$ 14,000.00	100%
P21.	As-Built Topo to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 4,500.00	\$ 4,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P22.	Move-in and start-up, including all applicable permits, site security, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1	LS	\$ 28,300.00	\$ 28,300.00		\$ -	1.00	\$ 28,300.00	1.00	\$ 28,300.00	100%
P23.	5' wide concrete sidewalk to be installed at locations and elevations shown in plans, Complete in Place.	45	LF	\$ 50.00	\$ 2,250.00		\$ -	0.00	\$ -	0.00	\$ -	0%
					\$ 2,322,307.10							
	<b>Change Order No. 1</b>											
CO1.1	Increase in material price - RCB	1	LS	\$ 13,328.00	\$ 13,328.00		\$ -	1.00	\$ 13,328.00	1.00	\$ 13,328.00	100%
CO1.2	Increase in material price - Rebar	1	LS	\$ 16,142.56	\$ 16,142.56		\$ -	1.00	\$ 16,142.56	1.00	\$ 16,142.56	100%
CO1.3	Increase in material price - PVC	1	LS	\$ 17,205.10	\$ 17,205.10		\$ -	1.00	\$ 17,205.10	1.00	\$ 17,205.10	100%
CO1.4	Quantity Overrun on Irrigation Sleeves	230	LF	\$ 30.00	\$ 6,900.00	230.00	\$ 6,900.00	0.00	\$ -	230.00	\$ 6,900.00	100%
	<b>Change Order No. 1 Total</b>				\$ 53,575.66		\$ -	0.00	\$ -	0.00	\$ -	0%
<b>TOTALS</b>				\$	<b>2,375,882.76</b>	\$	<b>719,239.50</b>	\$	<b>1,287,290.86</b>	\$	<b>2,006,530.36</b>	



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Sierra Vista West Section 6

Job No. 610.020019.00

On receipt by the signer of this document of a check from Land Tejas Sierra West, LLC (maker of check) in the sum of \$ 141,315.55 payable to Principal Services, Ltd (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Land Tejas Sierra West, LLC (owner) located at See Plans (location) to the following extent: Water, Sanitary, and Drainage (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Principal Services, Ltd (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Principal Services, Ltd  
By: Kevin Burns  
Title: C.O.O.  
Signature: [Signature]

Date

5/7/2021

STATE OF TEXAS

§  
§  
§

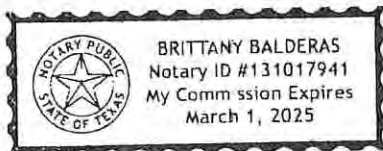
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 7th day of May, 2021, by Kevin Burns,

C.O.O. of Principal Services, Ltd, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS



AFFIDAVIT OF BILLS PAID

STATE OF TEXAS                   §  
   §  
COUNTY OF MONTGOMERY   §

Kevin Burns being first duly sworn, state that he is COO  
of Principal Services, Ltd, Montgomery County of Texas, hereinafter call  
"Contractor" and the said Contractor has performed work and/or furnished  
for Land Tejas Sierra Vista West, LLC on behalf of Brazoria County Municipal Utility District No. 53  
hereinafter called "Owner" pursuant to a contract dated  
with the Owner (hereinafter called "Contract") for the construction of:

Project: Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Section 6.

That all just and lawful invoices against the Contractor for Labor, Materials and expendable equipment employed in the performance of the Contract and have been paid in full prior to acceptance of payment from the Owner, and

That the Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

STATE OF TEXAS  
COUNTY OF MONTGOMERY

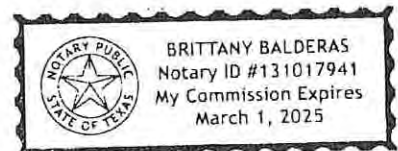
BEFORE ME, the undersigned authority on this day personally appeared Kevin Burns  
of Principal Services, Ltd, a Texas corporation known to me to be the person and officer  
whose name is subscribed to the foregoing instrument and acknowledged to me the executed the same as  
the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity  
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 7th day of May, 2021

My Commission Expires:

3/1/2025

Brittany Balders  
Notary Public for the State of Texas





NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Sierra Vista West Section 6

Job No. 610.020019.00

The signer of this document has been paid and has received a progress payment in the sum of \$ 200,193.90 for all labor, services, equipment, or materials furnished to the property or to Principal Services, Ltd (person with whom signer contracted) on the property of Land Tejas Sierra Vista West, LLC (owner) located at See Plans (location) to the following extent: Water, Sanitary, Drainage, and Paving Facilities (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Principal Services, Ltd (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Principal Services, Ltd  
By: Kevin Burns  
Title: C.O.O.  
Signature: [Signature]

Date 5/7/2021

STATE OF TEXAS

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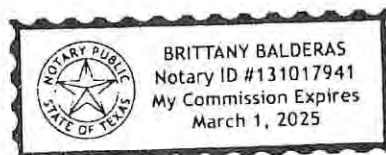
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 7th day of MAY, 2021, by Kevin Burns,

COO of Principal Services, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS





May 25, 2021

Brazoria County Municipal Utility District No. 53  
C/O Allen Boone Humphries Robinson, LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary and Drainage Facilities for Sierra Vista West Section 6  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate **No. 5** submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 5/06/2021 to 5/20/2021. Included with this estimate is the Conditional Waiver, Unconditional Waiver, Consent of Surety to Reduce Retainage, and Affidavit of Bills Paid.

As of 5/20/2021, the project was approximately 95% complete by contract amount and 103% complete by contract time. Our field project representative periodically observed the work performed by Principal Services, Ltd.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Principal Services, Ltd. during the subject period and therefore, we recommend payment in the amount of **\$167,699.95** for this estimate. The estimate amount consists of WS&D items at **\$41,681.25**, and Paving items at **\$25,692.18** with an applied 5% retainage. The remaining amount of **\$100,326.52** is a release in retainage for previous estimates.

Sincerely,

David L. Doran, P.E., CCM  
Partner, Construction Management

DLD/ln

P:\020 Sierra Vista West Development\019 Section 6 WSD & Paving\Construction\WS&D\Pay Estimates\Sierra Vista West Sec. 6 WS&D - Cover Letter - ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC  
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Brazoria County Municipal Utility District No. 53  
Contractor: Principal Services, Ltd.  
  
Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6  
Job No: 610.020019.00  
Engineer: Elevation Land Solutions  
NTP Date: February 1, 2021  
Contract Duration: 105 Calendar Days  
Contract Completion: May 17, 2021  
Current Period: 5/06/2021 to 5/20/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO1	3/25/2021	-	\$ 53,575.66
Net Change:			\$ 53,575.66

The current status on the account for this Contract is as follows:

1. Original Contract Total	\$ 2,124,787.10
2. Net Changes by Change Order	\$ 53,575.66
3. Contract Sum to Date (Line 1 + 2)	\$ 2,178,362.76
4. Total Completed & Stored to Date	\$ 2,077,449.76
5. Retainage	
a. 5% of Completed Work	\$ 103,872.49
Total Retainage	\$ 103,872.49
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$ 1,973,577.27
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)	\$ 1,805,877.32
8. Current Payment Due	\$ 167,699.95
9. Balance to Finish, Including Retainage (Line 3 Less Line 6)	\$ 204,785.49

\*Percent Complete by Duration 103%  
\*Percent Complete by Cost 95%





**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Principal Services, Ltd.  
**Project:** Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6  
**Job No.:** 610.020019.00

Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>BASE BID</b>											
	<b>SANITARY SEWER IMPROVEMENTS</b>											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, stacks, risers, connections, standard bedding, backfill and testing, Complete in Place.	3,825	LF	\$ 28.00	\$ 107,100.00		\$ -	3,825.00	\$ 107,100.00	3,825.00	\$ 107,100.00	100%
2.	10 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, stacks, risers, connections, standard bedding, backfill and testing, Complete in Place.	83	LF	\$ 55.00	\$ 4,565.00		\$ -	83.00	\$ 4,565.00	83.00	\$ 4,565.00	100%
3.	6 - inch Near Side SDR-26 ASTM D-3034 sanitary sewer service lead, including wye, plugs, bedding and backfill, and cleanout, Complete in Place.	25	EA	\$ 900.00	\$ 22,500.00		\$ -	25.00	\$ 22,500.00	25.00	\$ 22,500.00	100%
4.	6 - inch Far Side SDR-26 ASTM D-3034 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	19	EA	\$ 1,600.00	\$ 30,400.00		\$ -	19.00	\$ 30,400.00	19.00	\$ 30,400.00	100%
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	29	EA	\$ 3,300.00	\$ 95,700.00		\$ -	29.00	\$ 95,700.00	29.00	\$ 95,700.00	100%
6.	External drop connection, as shown in plans, Complete in Place.	18	EA	\$ 500.00	\$ 9,000.00		\$ -	18.00	\$ 9,000.00	18.00	\$ 9,000.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>WATER IMPROVEMENTS</b>											
7.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	347	LF	\$ 15.00	\$ 5,205.00		\$ -	347.00	\$ 5,205.00	347.00	\$ 5,205.00	100%
8.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	3,684	LF	\$ 20.00	\$ 73,680.00		\$ -	3,684.00	\$ 73,680.00	3,684.00	\$ 73,680.00	100%
9.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	66	LF	\$ 26.00	\$ 1,716.00		\$ -	66.00	\$ 1,716.00	66.00	\$ 1,716.00	100%
10.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	297	LF	\$ 30.00	\$ 8,910.00		\$ -	297.00	\$ 8,910.00	297.00	\$ 8,910.00	100%
11.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	3	EA	\$ 540.00	\$ 1,620.00		\$ -	3.00	\$ 1,620.00	3.00	\$ 1,620.00	100%
12.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	9	EA	\$ 3,700.00	\$ 33,300.00		\$ -	9.00	\$ 33,300.00	9.00	\$ 33,300.00	100%
13.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	1	EA	\$ 380.00	\$ 380.00		\$ -	1.00	\$ 380.00	1.00	\$ 380.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>STORM SEWER IMPROVEMENTS</b>											
14.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	2,472	LF	\$ 41.00	\$ 101,352.00		\$ -	2,472.00	\$ 101,352.00	2,472.00	\$ 101,352.00	100%
15.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	691	LF	\$ 47.00	\$ 32,477.00		\$ -	691.00	\$ 32,477.00	691.00	\$ 32,477.00	100%
16.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	140	LF	\$ 52.00	\$ 7,280.00		\$ -	140.00	\$ 7,280.00	140.00	\$ 7,280.00	100%
17.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	616	LF	\$ 75.00	\$ 46,200.00		\$ -	616.00	\$ 46,200.00	616.00	\$ 46,200.00	100%
18.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	104	LF	\$ 99.00	\$ 10,296.00		\$ -	104.00	\$ 10,296.00	104.00	\$ 10,296.00	100%
19.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	177	LF	\$ 117.00	\$ 20,709.00		\$ -	177.00	\$ 20,709.00	177.00	\$ 20,709.00	100%
20.	54 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	142	LF	\$ 213.00	\$ 30,246.00		\$ -	142.00	\$ 30,246.00	142.00	\$ 30,246.00	100%
21.	Type "A" inlets including both first and second stage construction, Complete in Place.	1	EA	\$ 1,700.00	\$ 1,700.00		\$ -	1.00	\$ 1,700.00	1.00	\$ 1,700.00	100%
22.	Type "C" inlets including both first and second stage construction, Complete in Place.	32	EA	\$ 2,250.00	\$ 72,000.00	16.00	\$ 36,000.00	16.00	\$ 36,000.00	32.00	\$ 72,000.00	100%
23.	Type "C-1" inlets including both first and second stage construction, Complete in Place.	3	EA	\$ 2,650.00	\$ 7,950.00	1.50	\$ 3,975.00	1.50	\$ 3,975.00	3.00	\$ 7,950.00	100%
24.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	30	EA	\$ 2,000.00	\$ 60,000.00		\$ -	30.00	\$ 60,000.00	30.00	\$ 60,000.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
25.	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	5	EA	\$ 2,300.00	\$ 11,500.00		\$ -	5.00	\$ 11,500.00	5.00	\$ 11,500.00	100%
26.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	2	EA	\$ 2,700.00	\$ 5,400.00		\$ -	2.00	\$ 5,400.00	2.00	\$ 5,400.00	100%
27.	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	1	EA	\$ 3,100.00	\$ 3,100.00		\$ -	1.00	\$ 3,100.00	1.00	\$ 3,100.00	100%
28.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	78	SY	\$ 100.00	\$ 7,800.00		\$ -	78.00	\$ 7,800.00	78.00	\$ 7,800.00	100%
29.	Construct earthen extreme event swale including excavation, grading, compaction, and application of sod as shown in plans, Complete in Place.	654	SY	\$ 12.00	\$ 7,848.00	325.00	\$ 3,900.00	0.00	\$ -	325.00	\$ 3,900.00	50%
<b>ADDITIONAL ITEMS</b>												
30.	Trench safety system, all depths, Complete in Place	8,302	LF	\$ 0.10	\$ 830.20		\$ -	8,302.00	\$ 830.20	8,302.00	\$ 830.20	100%
31.	Well point system for dewatering trenches, Complete in Place. (Any unit price less than \$20 may result in full bid rejection)	1,452	LF	\$ 27.50	\$ 39,930.00		\$ -	1,452.00	\$ 39,930.00	1,452.00	\$ 39,930.00	100%
32.	Wet sand construction for wet unstable trenches. (Any unit price less than \$15 may result in full bid rejection)	1,452	LF	\$ 15.00	\$ 21,780.00		\$ -	40.00	\$ 600.00	40.00	\$ 600.00	3%
33.	Wet sand construction for manholes at depths of 10 feet or greater, as directed by Engineer, Complete in Place.	13	EA	\$ 500.00	\$ 6,500.00		\$ -	1.00	\$ 500.00	1.00	\$ 500.00	8%

Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
34.	Spread and compact utility spoils on-site, per the grading plan, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	9,876	CY	\$ 2.50	\$ 24,690.00		\$ -	9,876.00	\$ 24,690.00	9,876.00	\$ 24,690.00	100%
35.	Contractor shall sweep/clean adjacent streets and proposed streets throughout the duration of the contract.	1	LS	\$ 500.00	\$ 500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
36.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	39	EA	\$ 100.00	\$ 3,900.00		\$ -	19.50	\$ 1,950.00	19.50	\$ 1,950.00	50%
37.	Installation and removal of coffer dam as shown in plans , Complete in Place.	2	EA	\$ 5,000.00	\$ 10,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
38.	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	16	AC	\$ 650.00	\$ 10,400.00		\$ -	0.00	\$ -	0.00	\$ -	0%
39.	Turf establishment by contractor by hydromulch, in accordance to jurisdiction specifications, as shown in plans, Complete in Place.	5	AC	\$ 1,500.00	\$ 7,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
40.	Installation and maintenance of Reinforced Filter Barrier, as shown in plans, Complete in Place.	2,748	LF	\$ 1.25	\$ 3,435.00		\$ -	0.00	\$ -	0.00	\$ -	0%





Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
41.	Installation and maintenance of concrete truck washout area as shown in plans and accordant to SWPPP requirements, Complete in Place.	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
42.	Construction staking services to be performed by Elevation Land Solutions in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 11,700.00	\$ 11,700.00		\$ -	1.00	\$ 11,700.00	1.00	\$ 11,700.00	100%
43.	Move-in and start-up, including all applicable permits, site security, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1	LS	\$ 38,000.00	\$ 38,000.00		\$ -	1.00	\$ 38,000.00	1.00	\$ 38,000.00	100%
44.	Regrading of existing side slope in north detention basin for outfall, as shown in plans. Complete in Place	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
	<b>Alternate Item (Haul Off)</b>											
A1.	In lieu of item 34, Excess soil excavation is to become property of the contractor and shall be hauled off site to be disposed of at a location which the contractor has a legal right to dispose of said material.	9,876	CY	\$ 20.00	\$ 197,520.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<b>Alternate Bid 1 (WS&amp;D + Paving)</b>											
	<b>Paving Items</b>											
P1.	Site preparation of fill areas, including stripping of topsoil, removal of vegetation, and stockpile.	25	AC	\$ 250.00	\$ 6,250.00		\$ -	25.00	\$ 6,250.00	25.00	\$ 6,250.00	100%
P2.	Roadway excavation. This is the volumetric difference between the existing surface and the proposed top of subgrade, inside the right of way. An estimated volume of 679 CY has been calculated as required fill behind back of curb (2') and is included in the excavation quantity. No adjustments will be made based on variance of actual quantities.	7,726	CY	\$ 2.00	\$ 15,452.00		\$ -	7,726.00	\$ 15,452.00	7,726.00	\$ 15,452.00	100%
P3.	Roadway fill. This is the volumetric difference between the existing surface and the proposed top of subgrade, inside the right of way. No adjustments will be made based on variance of actual quantities.	4,019	CY	\$ 2.00	\$ 8,038.00		\$ -	4,019.00	\$ 8,038.00	4,019.00	\$ 8,038.00	100%
P4.	Haul, spread, and compact (to 95%) excess roadway excavation on-site, to achieve final lot grades per the grading plan. Complete in Place.	3,028	CY	\$ 2.00	\$ 6,056.00		\$ -	3,028.00	\$ 6,056.00	3,028.00	\$ 6,056.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P5.	Lot excavation to achieve final lot grades per the grading plan. This is the volumetric difference between the existing surface and the proposed surface, outside the right of way. No adjustments will be made based on variance of actual quantities.	396	CY	\$ 2.00	\$ 792.00		\$ -	396.00	\$ 792.00	396.00	\$ 792.00	100%
P6.	Lot fill to achieve final lot grades per the grading plan. This is the volumetric difference between the existing surface and the proposed surface, outside the right of way. No adjustments will be made based on variance of actual quantities.	13,300	CY	\$ 4.00	\$ 53,200.00	1,300.00	\$ 5,200.00	12,000.00	\$ 48,000.00	13,300.00	\$ 53,200.00	100%
P7.	Spread and compact lot strippings across areas outside of future building pad areas, Complete in Place.	1	LS	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	1.00	\$ 14,000.00	100%
P8.	Subgrade stabilization for concrete pavement including mixing, grading, and compaction, Complete in Place.	17,927	SY	\$ 3.00	\$ 53,781.00		\$ -	17,927.00	\$ 53,781.00	17,927.00	\$ 53,781.00	100%
P9.	Lime for 8" subgrade stabilization (8% application by dry weight), Complete in Place.	467	TON	\$ 185.00	\$ 86,395.00		\$ -	467.00	\$ 86,395.00	467.00	\$ 86,395.00	100%
P10.	6 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	16,898	SY	\$ 42.75	\$ 722,389.50		\$ -	16,898.00	\$ 722,389.50	16,898.00	\$ 722,389.50	100%
P11.	6 - inch reinforced concrete curb, Complete in Place.	3,718	LF	\$ 3.40	\$ 12,641.20	918.00	\$ 3,121.20	2,800.00	\$ 9,520.00	3,718.00	\$ 12,641.20	100%
P12.	4 x 12 - inch reinforced concrete curb, Complete in Place.	5,448	LF	\$ 3.40	\$ 18,523.20	3,448.00	\$ 11,723.20	2,000.00	\$ 6,800.00	5,448.00	\$ 18,523.20	100%
P13.	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P14.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	1	LS	\$ 7,500.00	\$ 7,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
P15.	Traffic signs, as shown in plans, Complete in Place.	15	EA	\$ 650.00	\$ 9,750.00		\$ -	0.00	\$ -	0.00	\$ -	0%
P16.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
P17.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	18	EA	\$ 1,400.00	\$ 25,200.00	5.00	\$ 7,000.00	8.00	\$ 11,200.00	13.00	\$ 18,200.00	72%
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	339	LF	\$ 30.00	\$ 10,170.00		\$ -	339.00	\$ 10,170.00	339.00	\$ 10,170.00	100%
<b>Additional Items</b>												
P19.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1	LS	\$ 20,000.00	\$ 20,000.00		\$ -	1.00	\$ 20,000.00	1.00	\$ 20,000.00	100%
P20.	Construction staking services to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	1.00	\$ 14,000.00	100%
P21.	As-Built Topo to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 4,500.00	\$ 4,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P22.	Move-in and start-up, including all applicable permits, site security, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1	LS	\$ 28,300.00	\$ 28,300.00		\$ -	1.00	\$ 28,300.00	1.00	\$ 28,300.00	100%
P23.	5' wide concrete sidewalk to be installed at locations and elevations shown in plans, Complete in Place.	45	LF	\$ 50.00	\$ 2,250.00		\$ -	0.00	\$ -	0.00	\$ -	0%
					\$ 2,322,307.10							
	<b>Change Order No. 1</b>											
CO1.1	Increase in material price - RCP. WS&D	1	LS	\$ 13,328.00	\$ 13,328.00		\$ -	1.00	\$ 13,328.00	1.00	\$ 13,328.00	100%
CO1.2	Increase in material price - Rebar. Paving	1	LS	\$ 16,142.56	\$ 16,142.56		\$ -	1.00	\$ 16,142.56	1.00	\$ 16,142.56	100%
CO1.3	Increase in material price - PVC. WS&D	1	LS	\$ 17,205.10	\$ 17,205.10		\$ -	1.00	\$ 17,205.10	1.00	\$ 17,205.10	100%
CO1.4	Quantity Overrun on Irrigation Sleeves. Paving	230	LF	\$ 30.00	\$ 6,900.00		\$ -	230.00	\$ 6,900.00	230.00	\$ 6,900.00	100%
	<b>Change Order No. 1 Total</b>				\$ 53,575.66							
<b>TOTALS</b>				\$	2,375,882.76	\$	70,919.40	\$	2,006,530.36	\$	2,077,449.76	



**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project Sierra Vista West Section 6

Job No. 610.020019.00

On receipt by the signer of this document of a check from Land Tejas Sierra West, LLC (maker of check) in the sum of \$ 167,699.95 payable to Principal Services, Ltd (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Land Tejas Sierra West, LLC (owner) located at See Plans (location) to the following extent: Water, Sanitary, and Drainage (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Principal Services, Ltd (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Principal Services, Ltd  
By: Kevin Burns  
Title: C.O.O.  
Signature: [Signature]

Date 5/25/2021

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 25th day of May, 2021, by Kevin Burns,

C.O.O. of Principal Services, Ltd, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS



**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project Sierra Vista West Sec 6

Job No. 610.020019.00

The signer of this document has been paid and has received a progress payment in the sum of \$647,315.55 for all labor, services, equipment, or materials furnished to the property or to Principal Services, Ltd (person with whom signer contracted) on the property of Land Tejas Sierra Vista West, LLC (owner) located at See Plans (location) to the following extent: Water, Sanitary, Drainage, and Paving Facilities (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Principal Services, Ltd (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Principal Services, Ltd  
By: Kevin Burns  
Title: COO  
Signature: [Signature]

Date 5/25/2021

STATE OF TEXAS

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§  
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COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 25th day of May, 2021, by Kevin Burns,

COO of Principal Services, Ltd, for the consideration herein expressed, on behalf of same.

[Signature]  
Notary Public in and for the

STATE OF TEXAS





**CONSENT OF SURETY TO REDUCTION IN  
OR PARTIAL RELEASE OF RETAINAGE**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 4439014

TO OWNER:  
(Name, address)

Brazoria County Municipal Utility District No. 53

PROJECT:  
(Name, address)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATED:

Construction of the Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec 6

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)

SureTec Insurance Company  
2103 City West Boulevard, Ste 1300  
Houston, Texas 77042

, SURETY,

on bond of  
(Insert name and address of Contractor)

Principal Services, Ltd  
27080 Mandell Road  
Cleveland, Texas 77328

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as  
follows: Reduction in retainage to five percent.

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to  
(Insert name and address of Owner)

Brazoria County Municipal Utility District No. 53

as set forth in the said Surety's bond.

IN WITNESS, WHEREOF, the Surety has hereunto set its hand on this date: May 25, 2021



Travis J. Robles, Account Manager

Attest:  
(Seal):

SureTec Insurance Company  
(Surety)

  
(Signature of Authorized Representative)

Kelly J. Brooks, Attorney-in-Fact  
(Printed name and title)

S-2133/GEEF 12/00

FRP

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 8th day of January, 2020.

SureTec Insurance Company

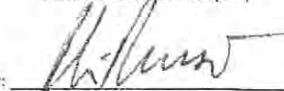
By:

  
Michael C. Keimig, President



Markel Insurance Company

By:

  
Robin Russo, Senior Vice President


Commonwealth of Virginia  
County of Henrico SS:

On this 8th day of January, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By:

  
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of May, 2021.

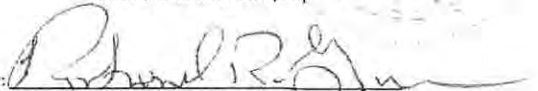
SureTec Insurance Company

By:

  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

  
Richard R. Grinnan, Vice President and Secretary

# SureTec Insurance Company

## **IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.texas.gov>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIMS DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

COPY



AFFIDAVIT OF BILLS PAID

STATE OF TEXAS                   §  
   §  
COUNTY OF MONTGOMERY   §

Kevin Burns being first duly sworn, state that he is COO  
of Principal Services, Ltd, Montgomery County of Texas, hereinafter call  
"Contractor" and the said Contractor has performed work and/or furnished  
for Land Tejas Sierra Vista West, LLC on behalf of Brazoria County Municipal Utility District No. 53  
hereinafter called "Owner" pursuant to a contract dated  
with the Owner (hereinafter called "Contract") for the construction of:

Project: Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Section 6.

That all just and lawful invoices against the Contractor for Labor, Materials and expendable equipment employed in the performance of the Contract and have been paid in full prior to acceptance of payment from the Owner, and

That the Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority on this day personally appeared Kevin Burns  
of Principal Services, Ltd, a Texas corporation known to me to be the person and officer  
whose name is subscribed to the foregoing instrument and acknowledged to me the executed the same as  
the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity  
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 25th day of May, 2021

My Commission Expires:

08/23/2022



Chelsey Dagley  
Notary Public for the State of Texas



## INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

### I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

### II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice,

which will be effective on the 61<sup>st</sup> day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

### 3. **Termination.**

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
  - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
  - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

### 4. **Payments by Cooperative Member.**

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of

the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.



### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.



8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
- a) It meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
  - b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
  - c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
  - e) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
  - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
  - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
  - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative’s servicing contractor, endorsers and sponsors (including,

but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

**TO BE COMPLETED BY THE COOPERATIVE:**

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,  
as acting on behalf of all other Cooperative Members

By: \_\_\_\_\_

James B. Crow, Secretary

Date: \_\_\_\_\_

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

*[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]*

\_\_\_\_\_  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of authorized representative of Cooperative Member

\_\_\_\_\_  
Printed name and title of authorized representative

Coordinator for the  
Cooperative Member is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

Texas, \_\_\_\_\_  
(zip)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email



## **BOARD RESOLUTION**

**of**

---

(Name of Local Government)

### **Cooperative Member**

WHEREAS, the \_\_\_\_\_, (hereinafter “Cooperative Member”) desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (“Act”);

WHEREAS, \_\_\_\_\_, has elected to be a Cooperative Member in the The Local Government Purchasing Cooperative (hereinafter “Cooperative”), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative’s purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in an Interlocal Participation Agreement (“Agreement”) for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Member requests that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, in the Cooperative’s purchasing program and select vendors for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative’s contracts; and that Cooperative is authorized to sign and deliver necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member authorizes its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, in  
(Name of Local Government)  
the year \_\_\_\_\_, and that the same now appears of record in its official minutes.

\_\_\_\_\_, Cooperative Member  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
Secretary of the Board

Date: \_\_\_\_\_

Copy



ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER  
3200 SOUTHWEST FREEWAY  
SUITE 2600  
HOUSTON, TEXAS 77027  
TEL (713) 860-6400  
FAX (713) 860-6401  
abhr.com

Direct Line: (713) 860-6424  
Direct Fax: (713) 860-6624

lsotirake@abhr.com

Linda Sotirake  
Legal Assistant

January 18, 2021

VIA OVERNIGHT DELIVERY

Ms. Kayleen Rosser  
City of Iowa Colony  
12003 County Road 65  
Iowa Colony, TX 77583

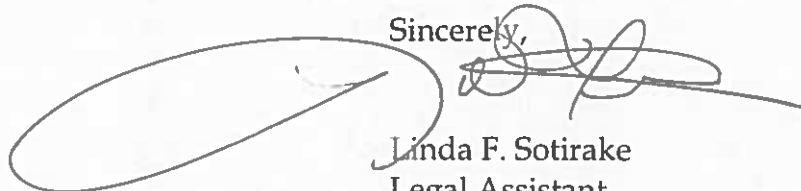
Re: Proposed Annexation into Brazoria County Municipal Utility District  
No. 55 (the "District")

Dear Ms. Rosser:

Enclosed please find a Petition for Consent to Annex Land into the District. Please present this petition to City Council for consideration and approval at the next Council meeting. If you have any questions regarding the Petition or if you need additional information, please call me at the number above. Please return five (5) certified copies of the Resolution or Ordinance consenting to the addition of land into the District. Thank you for your assistance in this matter.

Should you have any questions, please feel free to call me at (713) 860-6424.

Sincerely,



Linda F. Sotirake  
Legal Assistant

Enclosure

PETITION FOR CONSENT TO ANNEX LAND INTO  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA  
COLONY, TEXAS:

The undersigned, Brazoria County Municipal Utility District No. 55 (the "District"), and Alvin Independent School District, an independent school district and political subdivision of the State of Texas (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Iowa Colony, Texas (the "City"), for its written consent to the annexation by the District of the 206.73-acre tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 16, 2007. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Brazoria County, Texas. All of the Land is within the corporate boundaries of the City. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Brazoria County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is \$8,540,750.00.

VIII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on January 14, 2021.

**BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55**

By: [Signature]  
Houston Hamilton  
President, Board of Directors

ATTEST:

By: [Signature]  
Cathy Verret  
Secretary, Board of Directors



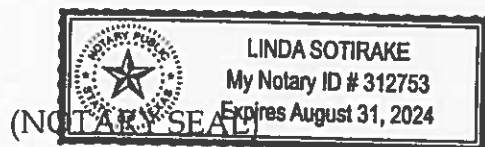
THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

**Copy**

This instrument was acknowledged before me on January 14, 2021, by Houston Hamilton, as President, and Cathy Verret, as Secretary, of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]  
Notary Public, State of Texas

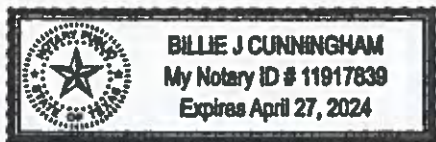
ALVIN INDEPENDENT SCHOOL DISTRICT  
an independent school district and political  
subdivision of the State of Texas

By: [Signature]  
Name: Patrick Miller  
Title: Chief of Operations

THE STATE OF TEXAS           §  
  §  
COUNTY OF Brazoria       §

This instrument was acknowledged before me on June 1, 2020,  
by Patrick Miller, Chief of Operations of ALVIN  
INDEPENDENT SCHOOL DISTRICT, an independent school district and political  
subdivision of the State of Texas, on behalf of said independent school district and  
political subdivision.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Texas

**Attachments:**

**Exhibit A:** Description of the Land

**Exhibit B:** Conditions of the City



CERTIFICATE

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

I, the undersigned Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 55, do hereby certify that the attached and foregoing is a true and correct copy of the Petition For Consent To Annex Land Into Brazoria County Municipal Utility District No. 55 that was filed with the Board of Directors of the District on January 14, 2021.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on January 14, 2021.

**BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55**



By: \_\_\_\_\_

Secretary, Board of Directors

Exhibit A-

METES AND BOUNDS DESCRIPTION  
BEING 206.73 ACRES  
SITUATED IN THE  
H.T. & B.R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259  
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 206.73 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING THAT CERTAIN TRACT OF LAND CONVEYED TO BAHAM INTERESTS LIMITED PARTNERSHIP BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2012054325 (AS TO A CALLED 120.7481 ACRE TRACT OF LAND) AND PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO BAHAM INTERESTS LIMITED PARTNERSHIP BY DEED RECORDED UNDER B.C.C.F. No. 2012054324, SAID 206.73 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a "X" in concrete marking the recognized northeasterly corner of the H.T. & B.R.R. Company Survey, Section 49, Abstract 259, said point being located at the intersection of County Road 65 (also known as Iowa Colony Boulevard) and County Road 64 (also known as Davenport Parkway;

- (1) THENCE, South 02°40'44" East, along County Road 65 (based on a width of 80 feet as occupied and monumented) with the easterly line of the H.T. & B.R.R. Company Survey, Section 49, Abstract 259 being the easterly line of the called 120.7481 acre tract and along the westerly line of the H.T. & B.R.R. Company Survey, Section 48, Abstract 511 and those certain tracts of land shown or described on the plat of Salazar Estates subdivision (Lot 1), under B.C.C.F. No. 01-028482 (called 13.0495 acres), under B.C.C.F. No. 2013050102 (called 20.7217 acres); under B.C.C.F. No. 03-040407 (called 26.6486 acres) and shown on the plat of Ballontree Farms subdivision (Lots 1 and 2) for a distance of 2,025.25 feet to a "MAG" nail set in an asphalt road marking the southeasterly corner of the called 120.7481 acre tract and the northeasterly corner of that certain tract of land called 20.00 acres as described by deed recorded under B.C.C.F. No. 2005001446;
- (2) THENCE, South 87°19'46" West, along the common line between the called 120.7481 acre tract and the called 20.00 acre tract, passing at a distance of 44.75 feet a 1/2-inch iron rod called for and found for a reference rod for the said 20.00 acre tract, and continuing along the common line for a distance of 2,640.84 feet (called 7,399.57 feet in the 120.7481 acre tract deed) to a 1/2-inch iron rod called for and found marking the northwesterly corner of the said 20.00 acre tract and the southwesterly corner of the said 120.7481 acre tract being in the easterly line of the aforementioned 132.1854 acre tract;
- (3) THENCE, South 02°40'32" East, along the common line between the called 132.1854 acre tract and the called 20.00 acre tract and of that certain tract of land called 14.00 acres as described by deed recorded under B.C.C.F. No. 2005002636 for a distance of 451.55 feet to a 5/8-inch iron rod called for and found marking the southeasterly corner of the said 132.1854 acre tract and the northeasterly corner of that certain tract of land called 132.1854 acres as described by deed recorded to Rally 288 East, LLC under B.C.C.F. No. 2013040084;
- (4) THENCE, South 87°19'08" West, along the common line between the called 132.1854 acre tracts for a distance of 2,389.63 feet (called 2,388.93 feet) to a 5/8-inch iron rod called for and found in the easterly right-of-way line of State Highway 288 (based on a width of 420 feet at this location) marking the westerly common corner of said 132.1854 acre tracts of land;
- (5) THENCE, North 02°18'54" West, along the easterly right-of-way line of said State Highway 288 for a distance of 1,069.58 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- (6) THENCE, North 87°19'08" East, for a distance of 1,066.61 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;

- (7) THENCE, in a northeasterly direction along the arc of a curve to the right having a radius of 551.00 feet, an angle of  $31^{\circ}56'51''$ , a length of 307.23 feet and a chord bearing North  $27^{\circ}14'15''$  East, for a distance of 303.27 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of tangency;
- (8) THENCE, North  $43^{\circ}12'40''$  East, for a distance of 467.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature;
- (9) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 584.74 feet, an angle of  $43^{\circ}03'27''$ , a length of 439.43 feet and a chord bearing North  $21^{\circ}01'03''$  East, for a distance of 429.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of tangency;
- (10) THENCE, North  $02^{\circ}24'24''$  West, for a distance of 400.76 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the southerly right-of-way line of County Road 64 (based on a variable width);
- (11) THENCE, North  $87^{\circ}23'47''$  East, along the southerly right-of-way line of County Road 64 for a distance of 655.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the westerly line of that certain tract of land called 1.1 acres as described by deed recorded under B.C.C.F. No. 2006002972 and marking the northeasterly corner of the aforementioned 132.1854 acre tract of land;
- (12) THENCE, South  $02^{\circ}40'44''$  East, along the common line between the called 1.1 acre tract and the called 132.1854 acre tract, passing at a distance of 6.2 feet a 5/8-inch iron rod found 1.85 feet east of line, and continuing for a total distance of 289.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the southwesterly corner of the said 1.1 acre tract and the most west northwesterly corner of the aforementioned 120.7481 acre tract of land;
- (13) THENCE, North  $87^{\circ}16'13''$  East, along the common line between the called 1.1 acre tract and the called 120.7481 acre tract for a distance of 150.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the southeasterly corner of the said 1.1 acre tract and an internal "L" corner of the said 120.7481 acre tract;
- (14) THENCE, North  $02^{\circ}40'44''$  West, along the common line between the called 1.1 acre tract and the called 120.7481 acre tract for a distance of 29.05 feet to the southwesterly corner of that certain tract of land called 1.0 acre as described by deed recorded under B.C.C.F. No. 2011015007 and an "L" corner of the said 120.7481 acre tract from which a found 1/2-inch iron pipe bears N  $86^{\circ}11' W$ , a distance of 0.56 feet;
- (15) THENCE, North  $87^{\circ}16'13''$  East, along the common line between the called 1.0 acre tract and the called 120.7481 acre tract for a distance of 150.00 feet to a 5/8-inch iron rod found for the southeasterly corner of the said 1.0 acre tract and an internal "L" corner of the said 120.7481 acre tract;
- (16) THENCE, North  $02^{\circ}40'44''$  West, along the common line between the called 1.0 acre tract and the called 120.7481 acre tract, passing at a distance of 261.46 feet a 5/8-inch iron rod found for a reference rod for the said 1.0 acre tract, and continuing for a total for a distance of 283.63 feet (called 287.40 feet in the 120.7481 acre tract deed) to a "MAG" nail set in County Road 64 (an asphalt road) marking the most north northwesterly corner of the called 120.7481 acre tract being in the recognized north line of the H.T. & B.R.R. Company Survey, Section 49, Abstract 259;
- (17) THENCE, North  $87^{\circ}16'13''$  East, along County Road 64 (based on a variable width as monumented) with the northerly line of the H.T. & B.R.R. Company Survey, Section 49, Abstract 259 being the northerly line of the called 120.7481 acre tract and along the southerly line of the H.T. & B.R.R. Company Survey, Section 52, Abstract 513 and those certain tracts of land described by deeds recorded under B.C.C.F. No. 2015030690 (called 1 acre), under B.C.C.F. No. 2013046414 (called 1 acre), under B.C.C.F. No. 2016049286 (called 1.84 acres), under B.C.C.F. No. 04-014612 (called 2.2 acres), under B.C.C.F. No. 94-015520 (called 1.5 acres), under B.C.C.F. No. 2017003060 (called 1 acre), under B.C.C.F. No. 09-019250 (called 1.0 acre), under B.C.C.F.

206.73 Acres  
H.T. & B.R.R. Co. Survey, Section 49, Abstract 259  
No. 2014004011 (called 1.8 acres), under B.C.C.F. No. 03-021524 (called 2 acres), under B.C.C.F.  
No. 2016030544 (called 0.918 acres), under B.C.C.F. No. 2013053764 (called 2.755 acres), under  
B.C.C.F. No. 95-015056 (called 2.03 acres) and under B.C.C.F. No. 2010034016 (called 2 acres)  
for a distance of 2,340.74 feet to the POINT OF BEGINNING and containing 206.73 acres of land.  
This description accompanies a Land Title Survey (18103800V-PBLT01.dwg) prepared by EHRA,  
Inc. July 27, 2018 and revised November 6, 2018.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300

*Robert L. Boelsche*  
Robert L. Boelsche, R.P.L.S.  
Texas Registration No. 4446  
10555 Westoffice Drive  
Houston, Texas 77042  
713-784-4500



Date: July 27, 2018; rev. 11/06/2018  
Job No. 181-038-00  
File No. \\Client\RS\2018\181-038-00\Docs\Description\Boundary\18103800M8-PBLT01.doc

Copy

Exhibit B  
Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within three years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than \$15,000. The intent may be demonstrated by submitting a proposed Notice of Sale and estimated bid using the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of \$15,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than \$7,500 between the maximum and minimum savings per year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.



(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

(d) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(g) The District, its board of directors, officers, developers, and/or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, and otherwise comply with the rules and regulations of the City of Iowa Colony.

Copy

**EXHIBIT "A"**

**METES AND BOUNDS DESCRIPTION  
OF 2.128 ACRES OF LAND  
IN THE H.T. & B.R.R. CO. SURVEY NO. 57, A-289  
BRAZORIA COUNTY, TEXAS**

BEING 2.128 acres of land and a portion of the 2.135 acre tract described as Tract 3 in the deed from South Freeway Limited to Iowa Colony Sterling Lakes, LTD. recorded under File No. 03 075 438, in the Official Records of Brazoria County, Texas, in the H.T. & B.R.R. Co. Survey No. 57, A-289, Brazoria County, Texas, and more particularly described by metes and bounds as follows with based on the Texas Coordinate System of 1983, South Central Zone:

**BEGINNING** at a P.K. Nail found for the northwest corner of the 9.954 acre tract described in the deed from Mike Fox to Thomas Moeller, et ux. recorded under File No. 02 025 798 in the Official Records of Brazoria County, Texas, common to the southwest corner of the 244.2369 acre tract described in the deed from Frank and Ina Brinton Educational and Charitable Trust for Texas to Washington County Hospital of Washington, et al. recorded under File No. 97 000 097 in the Official Records of Brazoria County, Texas, in the east line of the 1101.117 acre tract described as Tract 1 in the deed from South Freeway Limited to Iowa Colony Sterling Lakes, LTD. recorded under File No. 03 075 438 in the Official Records of Brazoria County, Texas, at the intersection of County Road No. 383 and County Road No. 57;

THENCE South  $87^{\circ} 21' 04''$  West – 1320.64 feet, along said County Road No. 57 to a railroad spike set for an angle corner, common to an interior corner of said 1101.117 acre tract;

THENCE South  $02^{\circ} 50' 10''$  East – 29.66 feet, along a west line of said 1101.117 acre tract to a 1-1/4 inch iron pipe found for the northeast corner of the 2.13 acre tract described in the deed from Wilma Burns Wise to W.L. Cypert recorded under File No. 90 856 247 in the Official Records of Brazoria County, Texas;

THENCE South  $87^{\circ} 10' 50''$  West – 690.00 feet, along the north line of said Cypert 2.13 acre tract, the north line of the 1.1281 acre tract described in the Partition Agreement with Donald D. Guidry and Judy Guidry recorded under File No. 92 1032 545 in the Official Records of Brazoria County, Texas and the north line of the 2.13 acre tract described in the deed from O.J. Tauber to Donald D. Guidry, et ux. recorded under Volume 1131, Page 60 in the Deed Records of Brazoria County, Texas, at 210.28 feet passing a found 1-1/4 inch iron pipe, continuing to a 3/4 inch iron rod set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, common to the northeast corner of said 2.135 acre tract at the intersection of the west right-of-way line of County Road No. 847 (60' R.O.W.) and the south right-of-way line of said County Road No. 57 (right-of-way varies), from which a found 5/8 inch iron rod bears South  $15^{\circ} 56' 53''$  East – 0.63 feet;

**THENCE** South 02° 50' 10" East – 441.43 feet, along the west right-of-way line of said County Road No. 847, common to the east line of said 2.135 acre tract to 3/4 inch iron rod set for the southeast corner of the herein described tract, common to the northeast corner of the 3.61 acre tract described in the deed from Michael J. Wright, et ux. to Robert Earl Love, et ux. recorded under File No. 89 679 834 in the Official Records of Brazoria County, Texas, from which a found 1/2 inch iron rod bears South 46° 55' 24" West – 0.53 feet;

**THENCE** South 87° 10' 50" West – 210.00 feet, along the south line of said 2.135 acre tract, common to the north line of said 3.61 acre tract to a 3/4 inch iron rod set for the southwest corner of the herein described tract, common to the southeast corner of the 4.26 acre tract described in the deed from Claude Wright, et ux. to Roger Kenneth Kouba, et ux. recorded under Volume 1164, Page 669, in the Deed Records of Brazoria County, Texas, from which a chain link fence corner bears South 78° 50' 53" West – 2.30 feet;

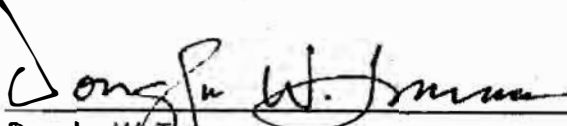
**THENCE** North 02° 50' 10" West – 441.43 feet, along the east line of said 4.26 acre tract, to a 3/4 inch iron rod set for the northwest corner of the herein described tract, common to the northeast corner of said 4.26 acre tract in the south right-of-way line of said County Road No. 57, from which a found 1/2 inch iron rod bears South 30° 03' 14" West – 1.05 feet;

**THENCE** North 87° 10' 50" East – 210.00 feet, along the south right-of-way line of said County Road No. 57, common to the north line of said 2.135 acre tract to the **POINT OF BEGINNING** of the herein described tract and containing 2.128 acres of land.

Prepared by:

IDS Engineering Group

Job No. 1300-052-51-530

  
Douglas W. Turner  
Texas Registered Professional Land Surveyor  
Texas Registration Number 3988



osenbaugh & Associates  
P.O. BOX 55769  
Houston, Texas 77255-5769

February 26, 2021

Mr. Ron Cox  
120 St. Andrews  
Friendswood, Texas 77546

*Reference:* Appraisal of 2.128 acres of land and improvements out of the H.T. & B. R. R. Co. Survey No. 57, Abstract 57, Brazoria County, Texas.

Dear Mr. Cox:

At your request, we are pleased to offer appraisal services for the above referenced tract. It is our understanding that the appraisal will be used by the client (City of Iowa Colony) for the sale of the property to Brazoria County MUD 31.

This assignment will be developed and prepared in conformity with and subject to the requirements of the Appraisal Institute's Code of Professional Ethics, the Uniform Standards of Professional Practice, the State of Texas, and our Contingent and Limiting Conditions. The file and work product produced in regards to this assignment are subject to peer review by State and Federal Agencies and by the Appraisal Institute.

Our fee for the appraisal of the above referenced property is \$4,000. In addition to our fees, we are to be reimbursed at our costs plus 15% for processing and bookkeeping and for all direct expenses related to this assignment including, but not limited to: deeds, exhibits, photographs, delivery service, fax service, copying, legal documents etc.

We will begin work on the assignment when a signed copy of this engagement letter and retainer are received. A retainer in the amount of \$2,000 is requested for this assignment. *This letter, when signed by you, shall constitute our agreement with regard to our engagement.*

Any and all past due amounts shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. As permitted by the Broker's and Appraiser's Lien on Commercial Real Property Act, we are entitled to claim a lien if our fees are not timely paid.



Mr. Ron Cox  
February 26, 2021

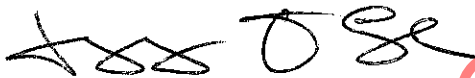
If our appearance or testimony is required at any council meeting, deposition, hearing or trial, the scheduling of any deposition, hearing or trial must be pre-arranged with the appraiser's calendar. The cost for providing such appearance and/or testimony services will be based on hourly billing rate as set forth below for the assigned expert witness plus any direct costs associated with the preparation of required presentation materials.

Designated Appraisers	\$300.00
Associate Appraisers	\$175.00
Administrative Staff	\$ 75.00

If the parameters herein set forth meet with your approval, please execute this proposal and return the original along with the requested retainer payment to my attention.

We appreciate you allowing us to present this proposal for our professional services and look forward to working with you on this project.

Sincerely,  
OSENBAUGH & ASSOCIATES



Lynny Osenbaugh MAI, CCIM

Copy

**AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_  
Mayor Michael Byrum-Bratsen  
City of Iowa Colony

\_\_\_\_\_  
Date