

**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 within 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 Utility 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 under 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 infrastructure 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 subsidence. 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:

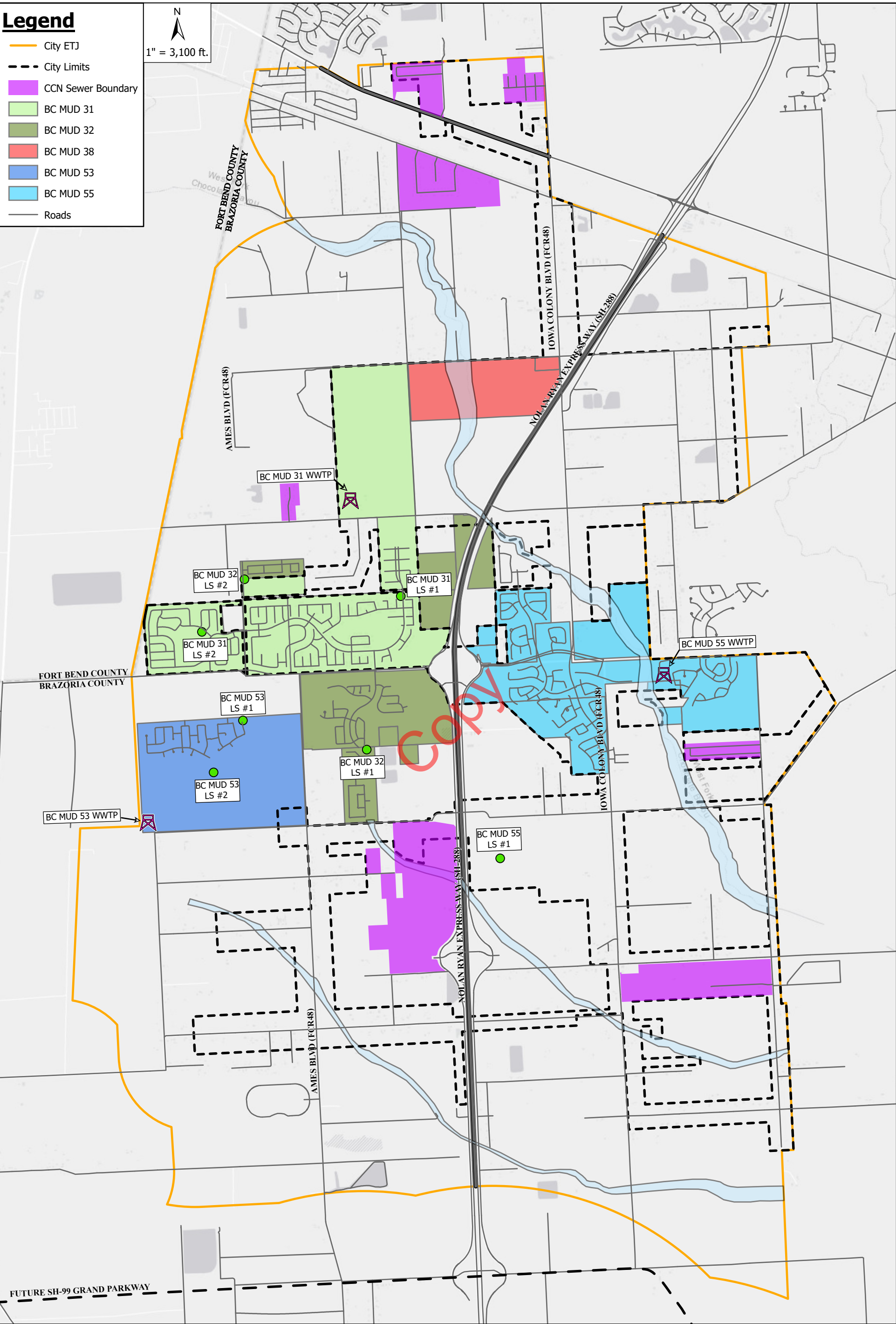
- a. Provide notice to In-City MUDs for annexation of facilities regarding integration into city wide public utility system. Notification is required 2 years prior to annexation of facilities.
- b. Prepare an implementation plan for creation of a public utility system for operation and maintenance, utility 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.



**Legend**

- City ETJ
- City Limits
- CCN Sewer Boundary
- BC MUD 31
- BC MUD 32
- BC MUD 38
- BC MUD 53
- BC MUD 55
- Roads

N  
1" = 3,100 ft.



**EXHIBIT A**

**CITY OF IOWA COLONY  
WASTEWATER SYSTEM MASTER PLAN  
VICINITY MAP**













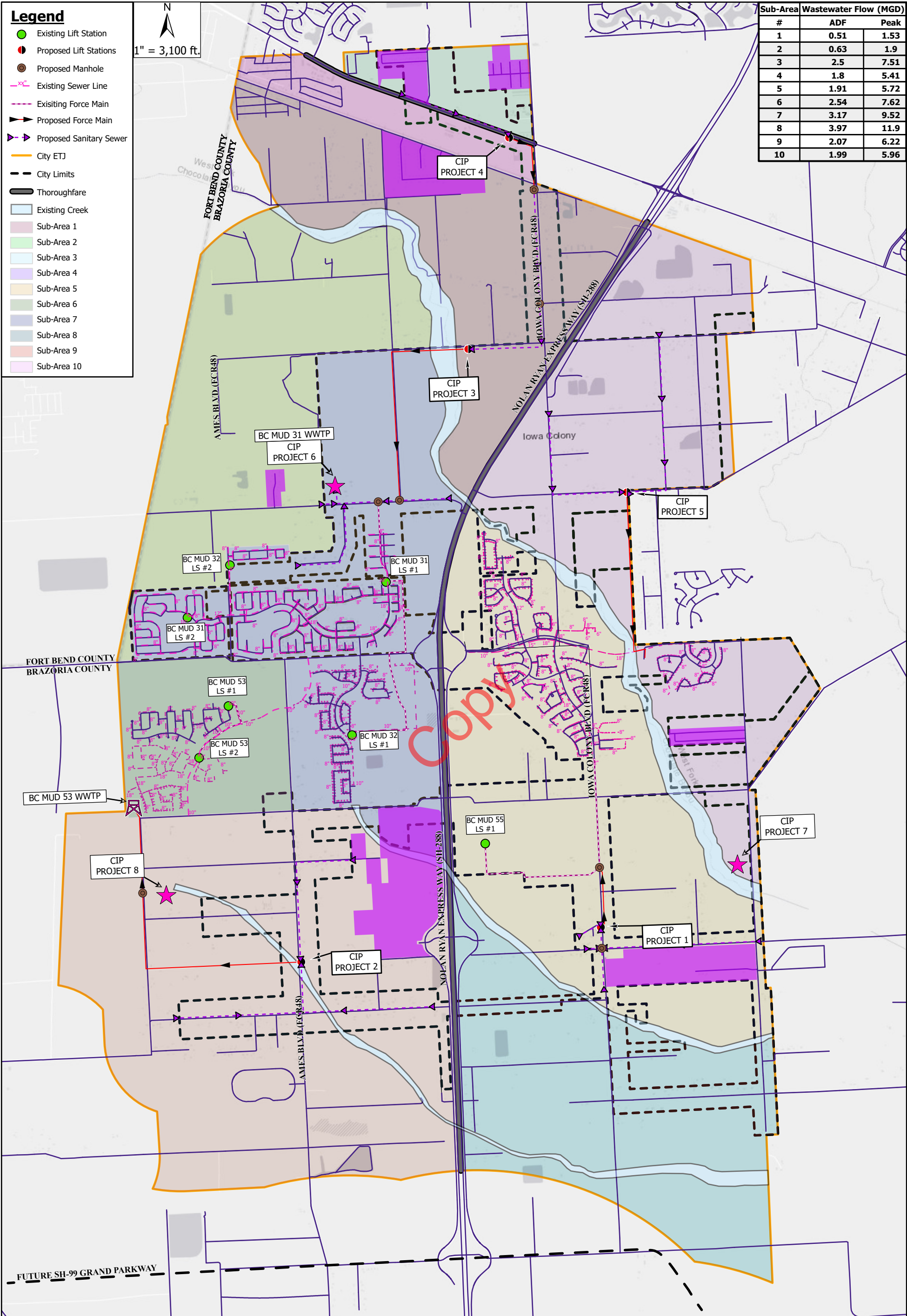


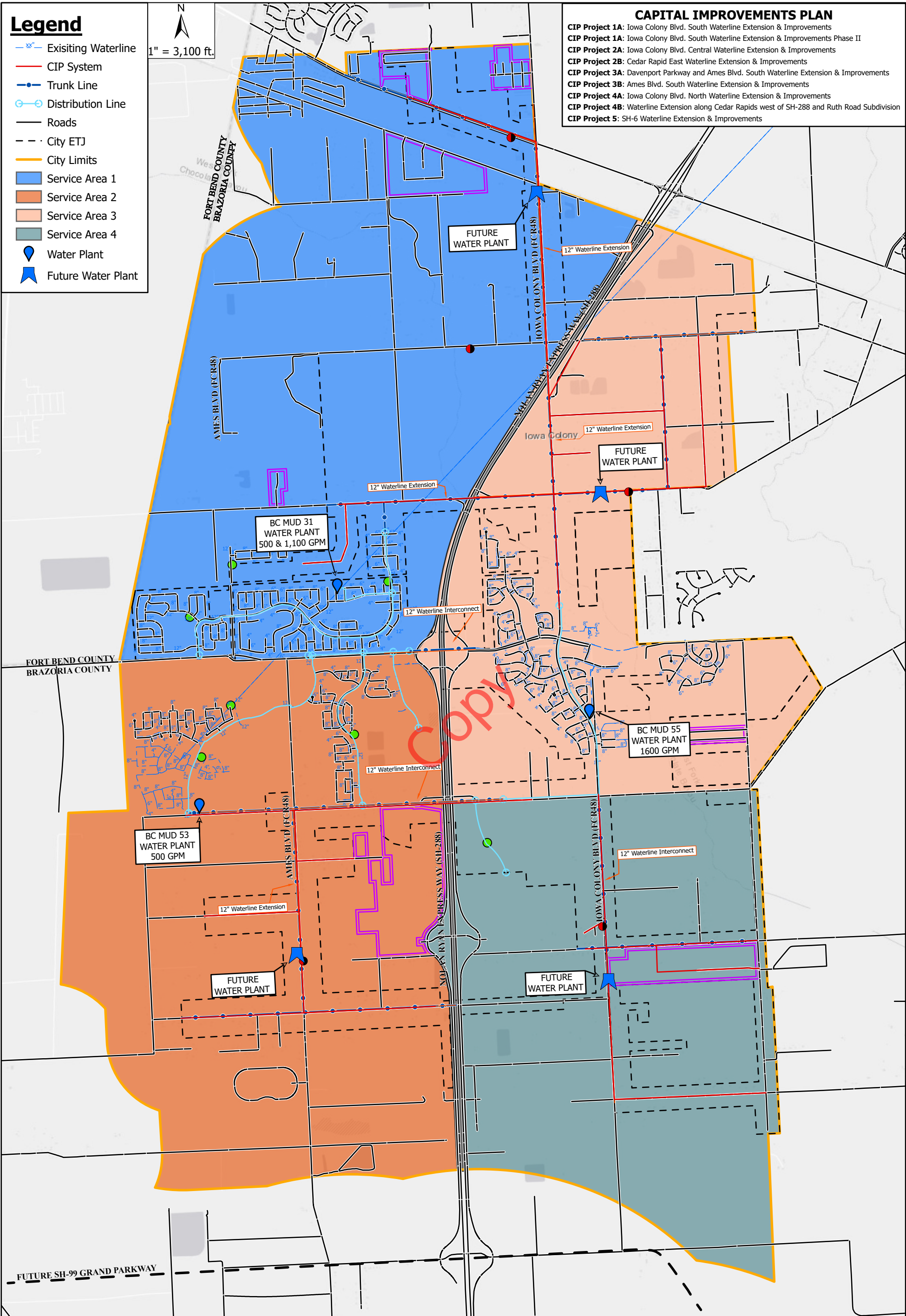
EXHIBIT D

**CITY OF IOWA COLONY**

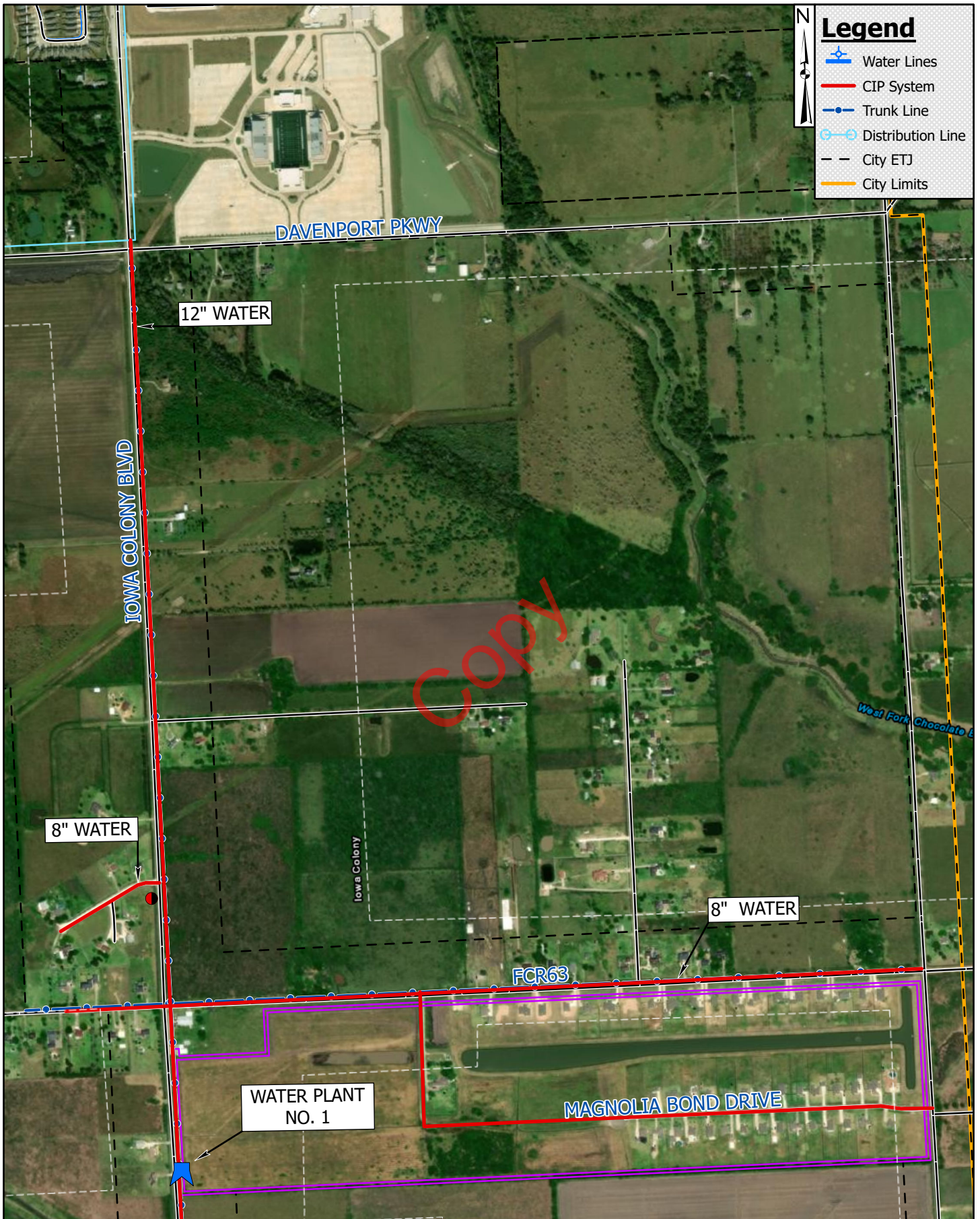
WASTEWATER SYSTEM MASTER PLAN

SUB-AREA MAP





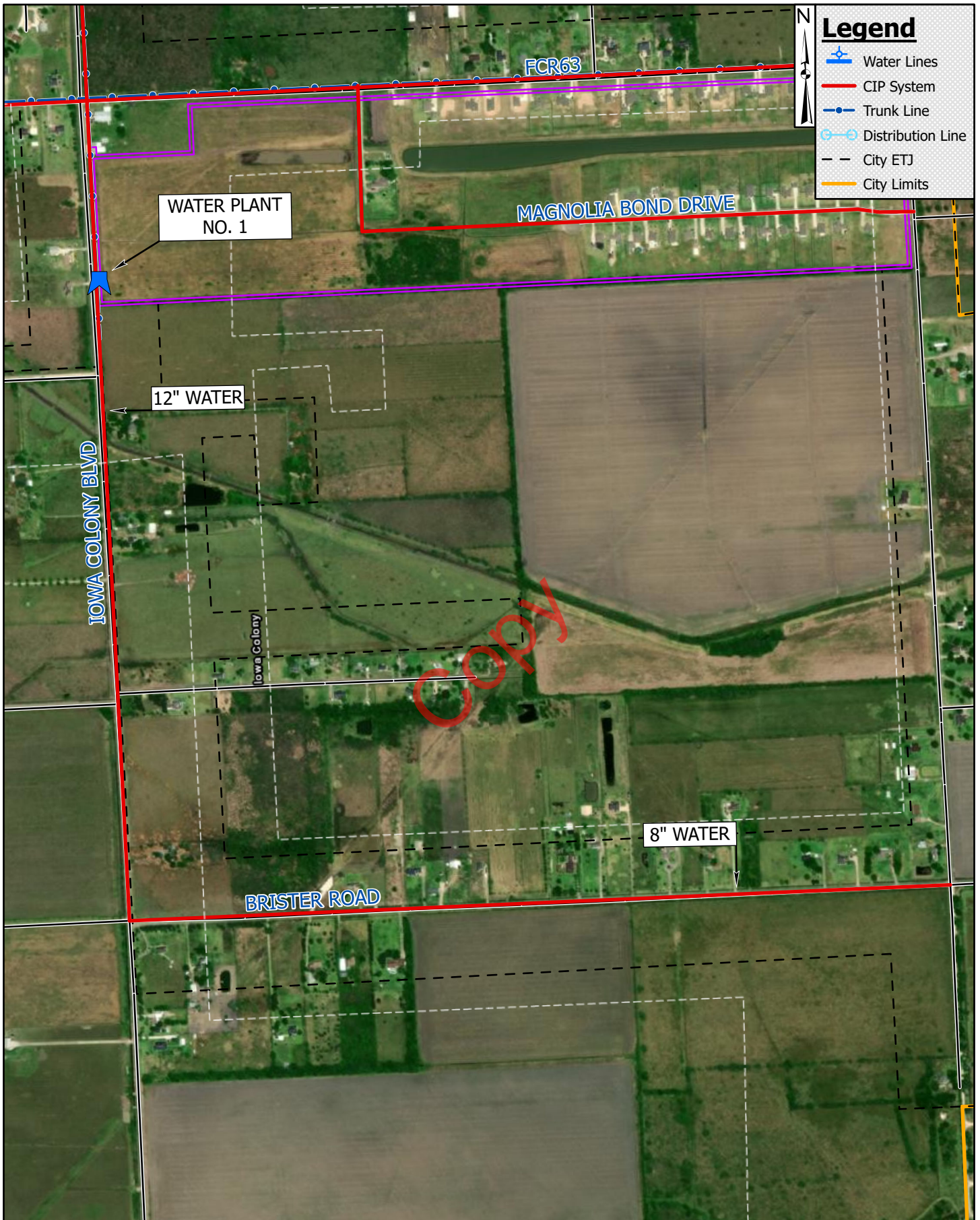




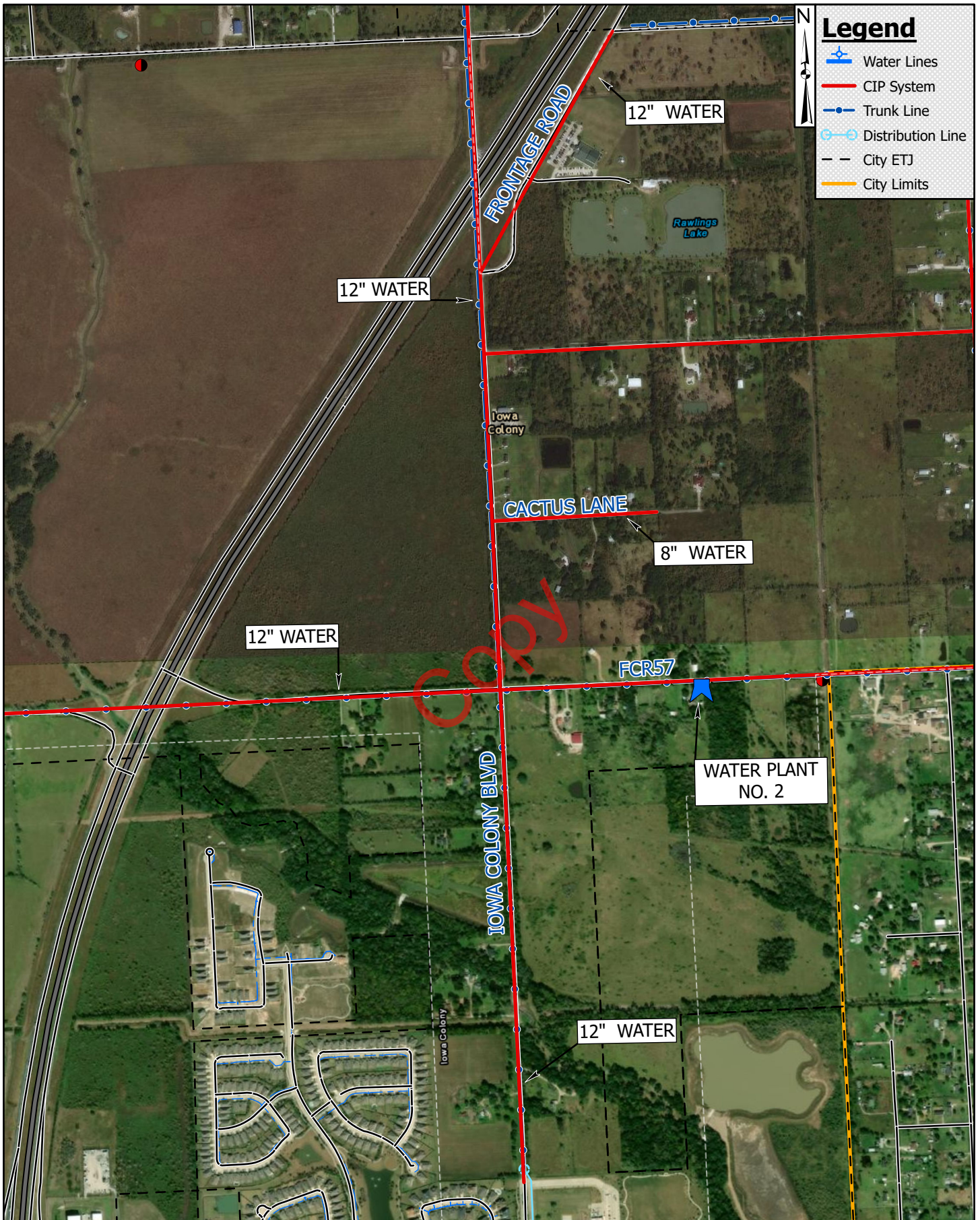
**Legend**

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





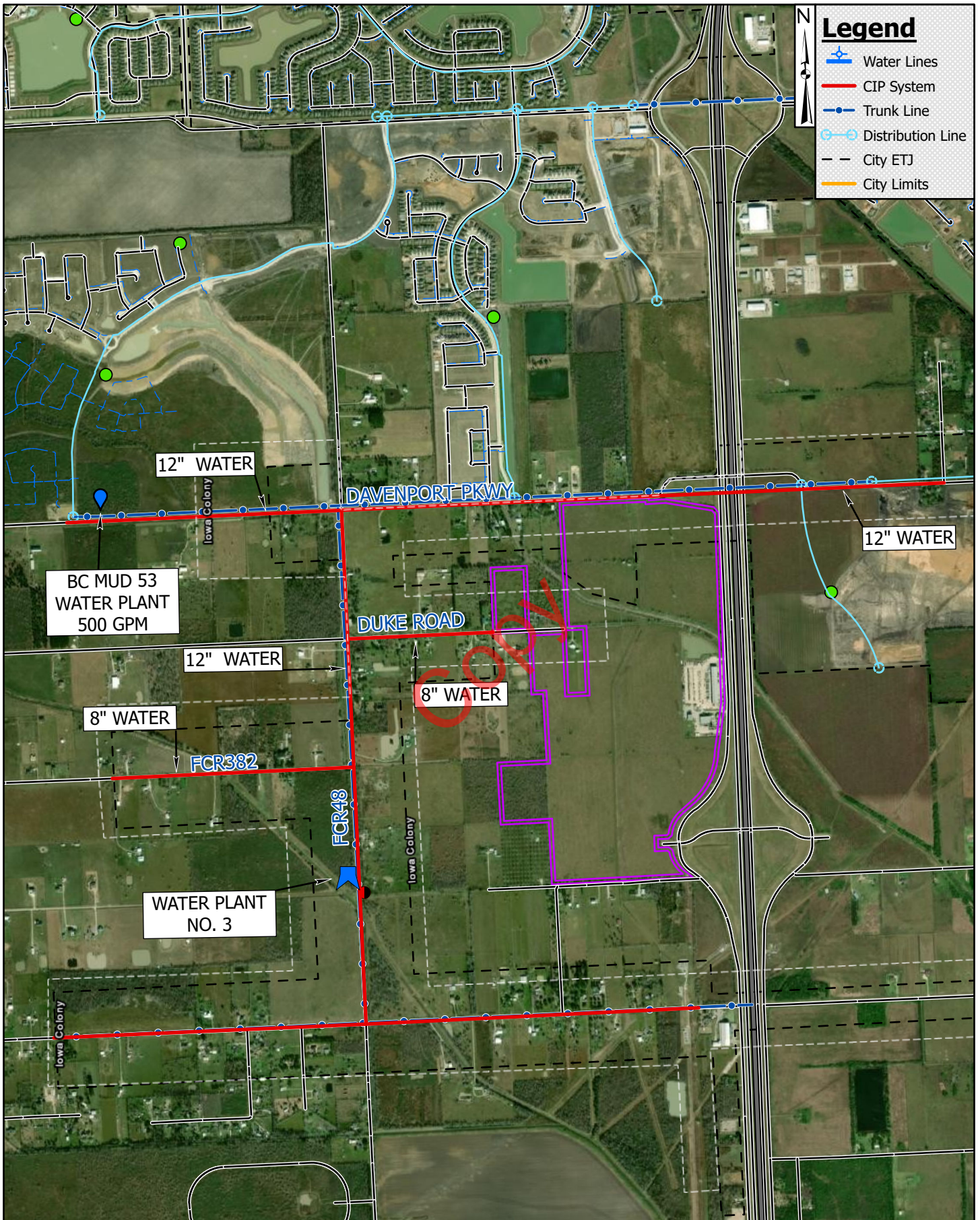




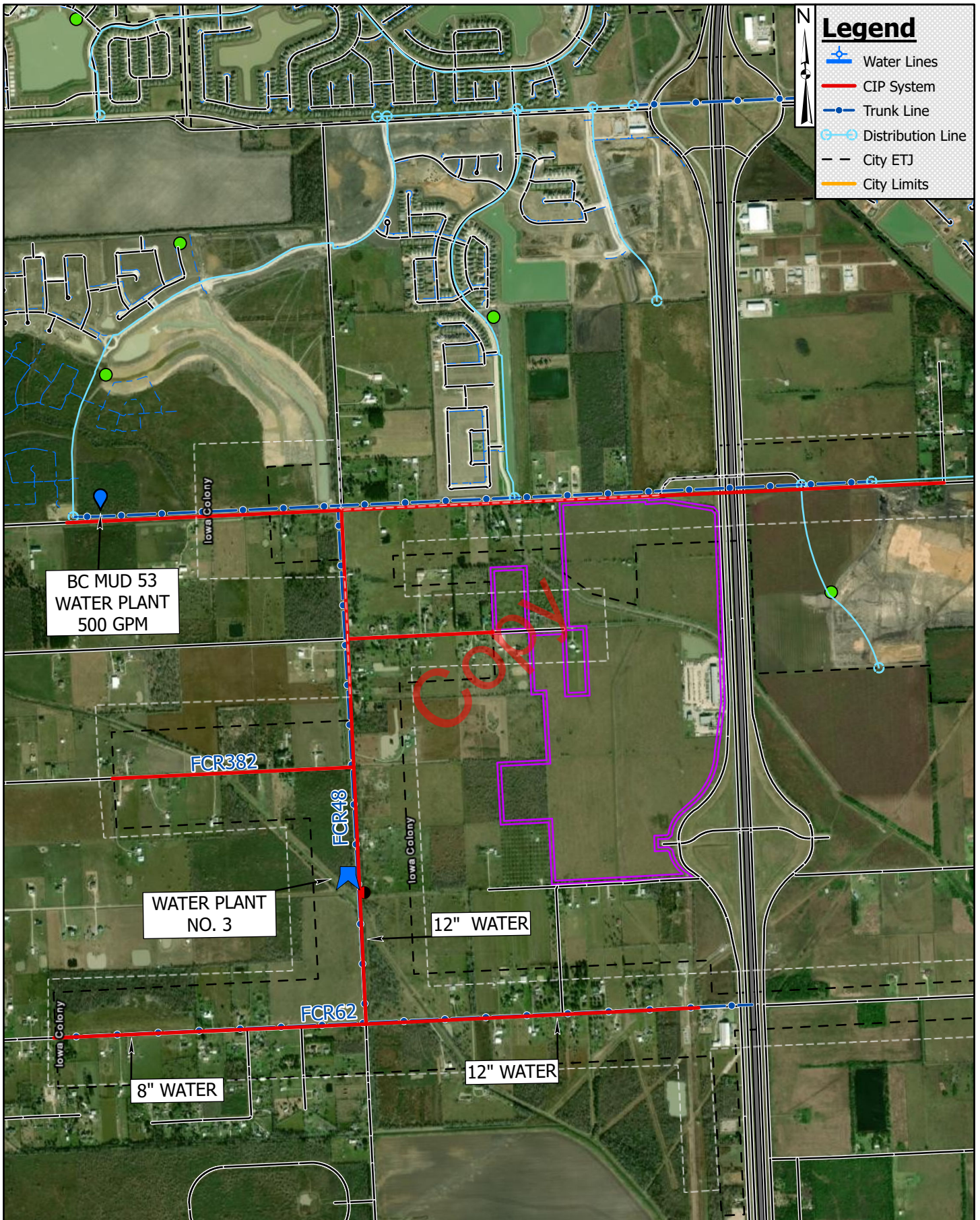




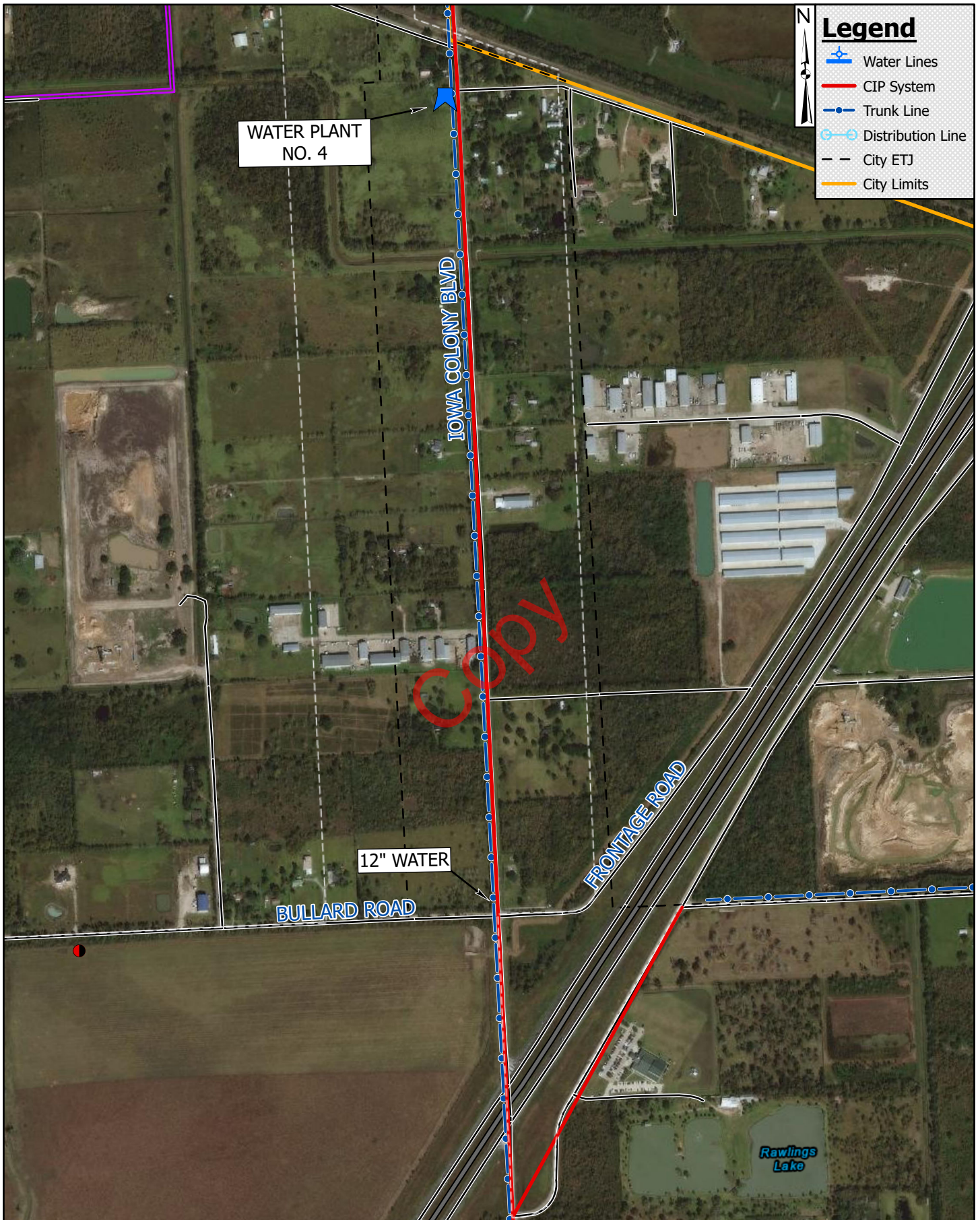










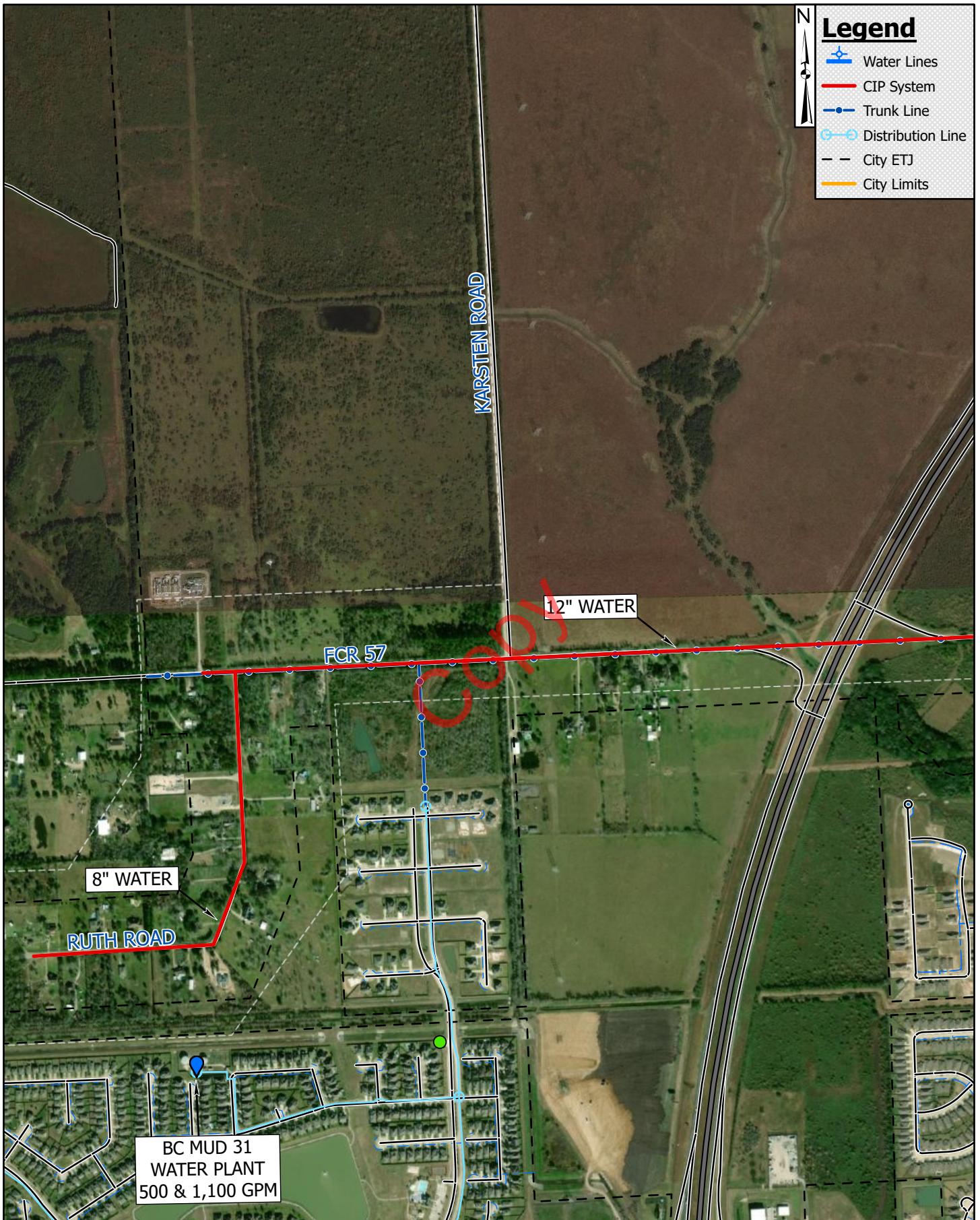


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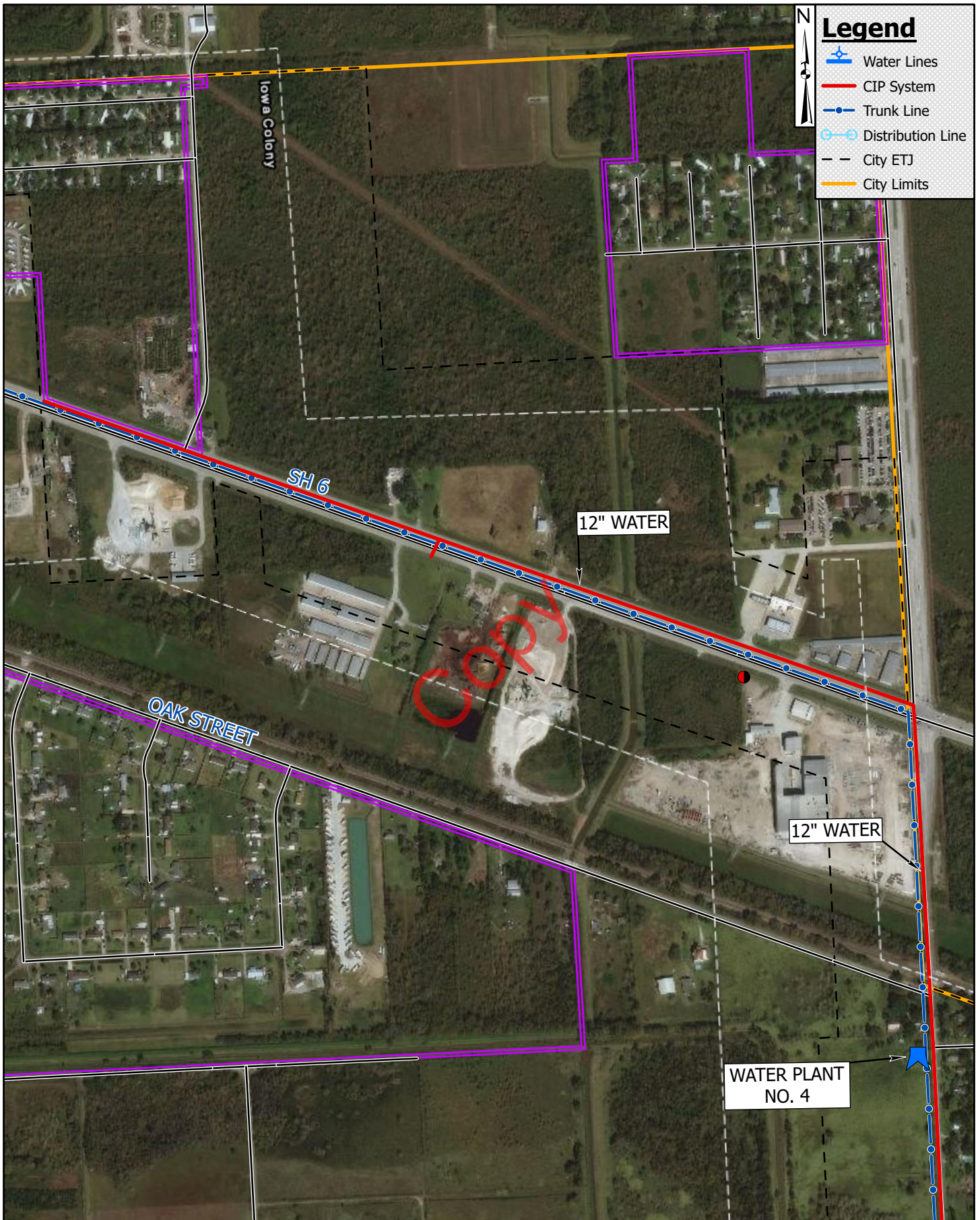
**Legend**

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







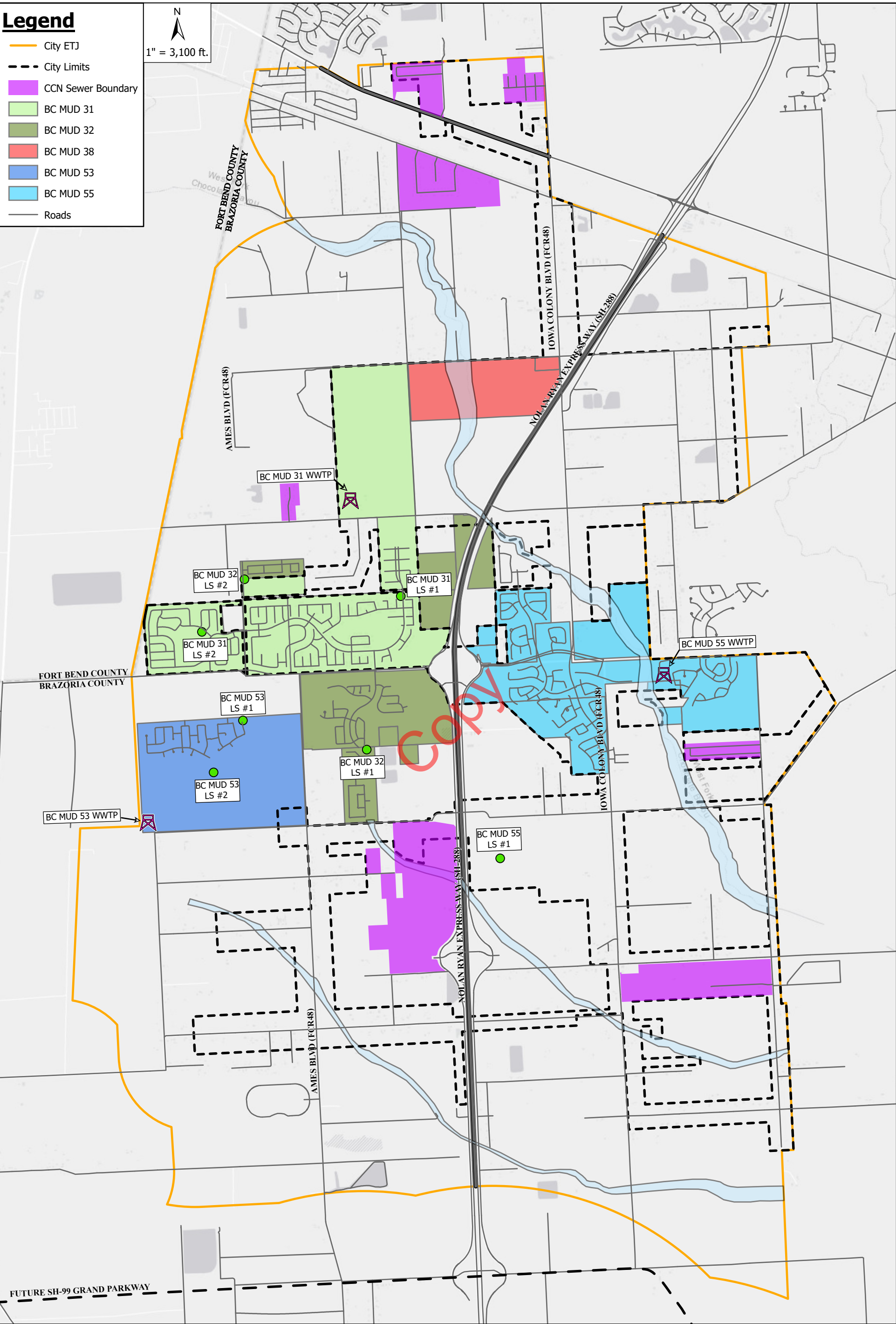




**Legend**

- City ETJ
- City Limits
- CCN Sewer Boundary
- BC MUD 31
- BC MUD 32
- BC MUD 38
- BC MUD 53
- BC MUD 55
- Roads

N  
1" = 3,100 ft.



**EXHIBIT A**

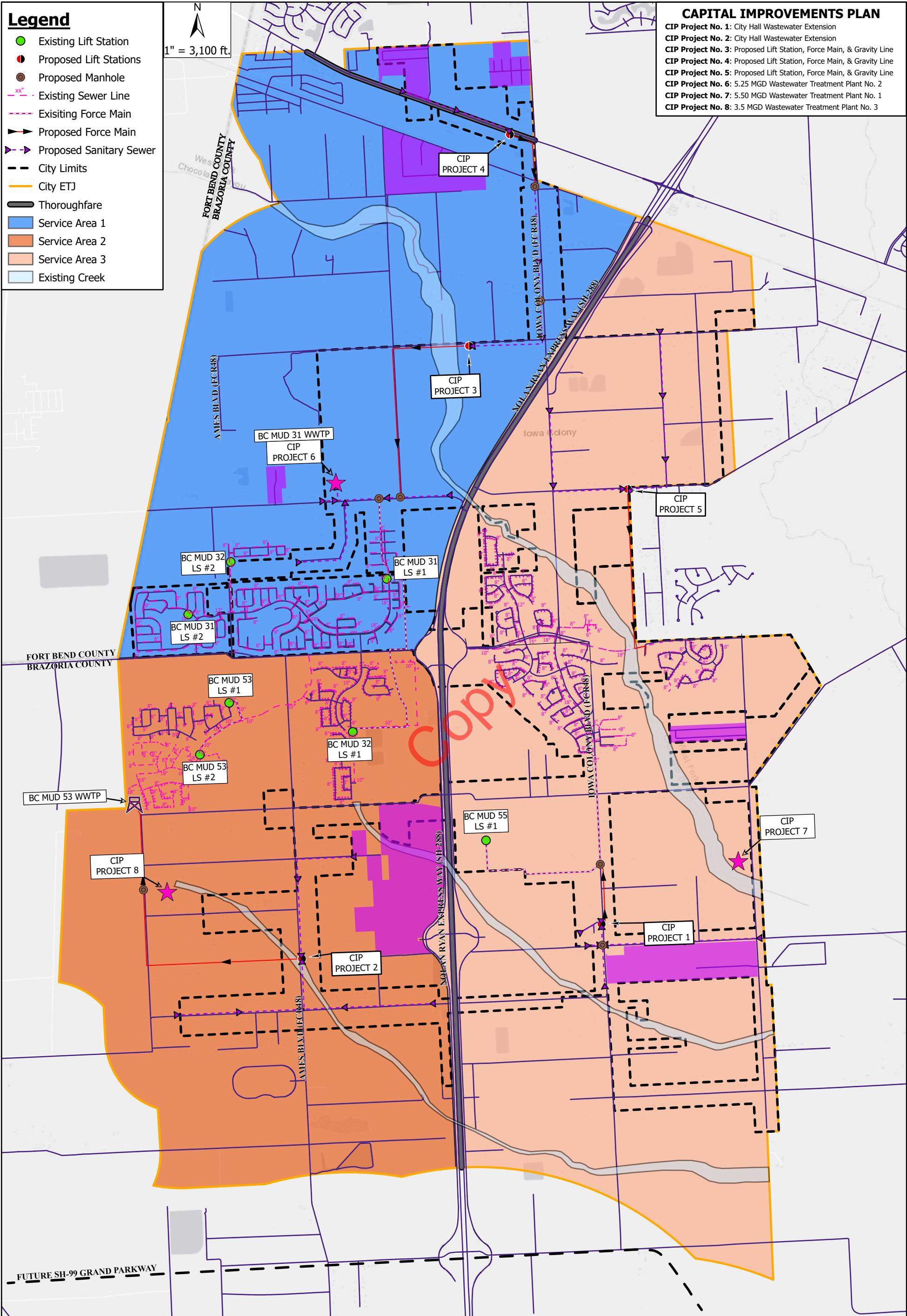
**CITY OF IOWA COLONY  
WASTEWATER SYSTEM MASTER PLAN  
VICINITY MAP**













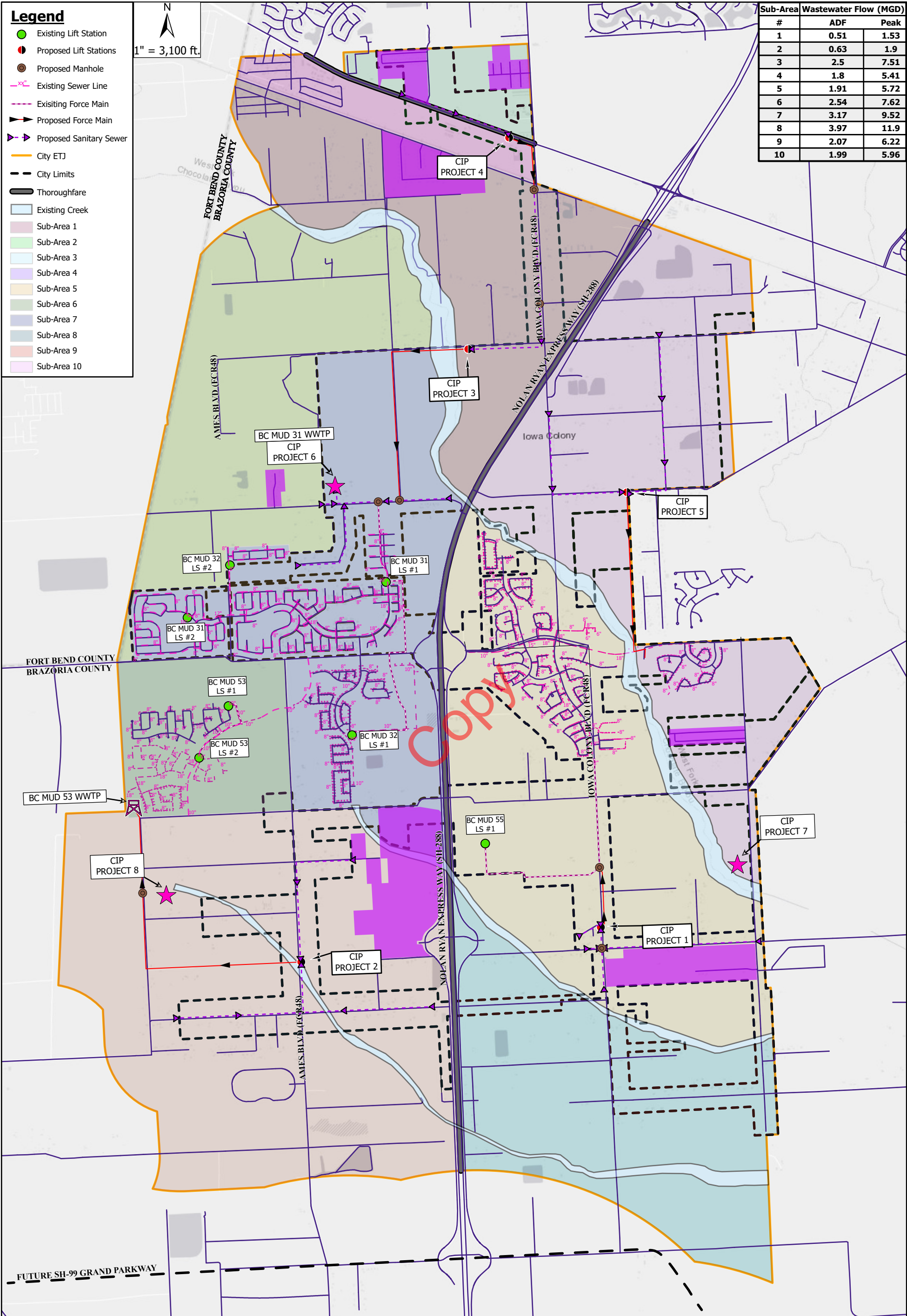


EXHIBIT D  
CITY OF IOWA COLONY  
WASTEWATER SYSTEM MASTER PLAN  
SUB-AREA MAP



**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

Checked By: DVH

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

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  
Opininon 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 Forcemain 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" Forcemain	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

Checked By: DVH

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

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

Project Name: Bullard Parkway Sanitary Sewer Collection Extension

Prepared By: BB

Checked By: DVH

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.

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	400	LF	\$350	\$140,000

**Subtotal: \$1,550,564**  
**Contingency (20%): \$310,113**  
**Engineering (15%): \$232,585**  
**Total: \$2,093,261**



**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

Checked By: DVH

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.

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
<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>



# Executive Order

BY THE  
MAYOR OF THE CITY OF IOWA COLONY, TEXAS

## TERMINATING THE DECLARATION OF DISASTER DATED MARCH 18, 2020, CONCERNING COVID-19

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This Executive Order is based upon the following facts:

1. On March 18, 2020, I, Michael Byrum-Bratsen, Mayor of the City of Iowa Colony, Texas, executed a Mayoral Declaration of Local State of Disaster Due to Public Health Emergency, as a result of the COVID-19 pandemic.
2. That Declaration was authorized by Chapter 418 of the Texas Government Code.
3. On March 23, 2020, the Iowa Colony City Council authorized the extension of that state of disaster beyond seven days and until terminated by either the Mayor or the City Council.
4. On March 23, 2020, I executed an Extension of Declaration of Disaster in the City of Iowa Colony, Texas, extending that state of disaster until terminated by either the Mayor or the City Council.
5. Since that time, as the Governor of Texas has stated: millions of Texans have been vaccinated against COVID-19; many others have also become immune; medical treatments for COVID-19 patients have improved; supplies of testing and personal protective equipment have become more abundant; and safety practices, such as social distancing, hand sanitizing, and voluntary use of face coverings, have become more common.
6. Consequently, the numbers of new cases of COVID-19 in the State of Texas, the County of Brazoria, and the City of Iowa Colony have decreased substantially.
7. Therefore, I have determined that my Declaration of Disaster resulting from the COVID-19 pandemic is no longer necessary at this time.
8. I am authorized to issue this Executive Order by the above described authorities and by Chapter 418 of the Texas Government Code.



**NOW, THEREFORE, I, Michael Byrum-Bratsen, Mayor of the City of Iowa Colony, Texas, by virtue of the power and authority vested in me by the above cited authorities and by the Constitution and laws of the State of Texas, hereby terminate the Mayoral Declaration of Local State of Disaster Due to Public Health Emergency dated March 18, 2020, and all executive orders issued by me pursuant to that Declaration.**

SIGNED ON THIS DATE: May 4, 2021

Mike Bratsen  
MICHAEL BYRUM-BRATSEN,  
MAYOR  
CITY OF IOWA COLONY, TEXAS

ATTEST:

Kayleen Rosser  
KAYLEEN ROSSER, CITY SECRETARY

Copy





## MEMORANDUM

Date: May 17, 2021  
To: Mayor Michael Byrum-Bratsen  
City Council Members  
From: Dinh V. Ho, P.E.  
RE: COIC Council Meeting – May 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)– Utility 90% complete.
  - Meridiana Ph 3 Well Site Park – 99% complete. Punchlist items being completed.
  - BCMUD 55 MER WWTP Exp to 0.48 MGD- 80% complete.

**B. STERLING LAKES – LAND TEJAS**

- Active construction projects.
  - Sterling Lakes Lift Station Expansion– Complete. Need closeout documents.
  - BCMUD 31 WWTP Expansion Ph IV – Ongoing @ 90% complete.
  - BCMUD 31 GST Replacement – 100% complete- awaiting closeout documents.

**C. SIERRA VISTA - LAND TEJAS**

- Active construction projects
  - Meridiana Parkway Phase 5 – 95% complete
  - Meridiana Parkway Phase 6 – 95% complete
  - Lane switch on 12/17/2020. Final Completion on hold due to power pole.

**D. SIERRA VISTA WEST - LAND TEJAS**

- Active construction projects:
  - BCMUD 53 Water Well Plant – Plant is 95% complete.
  - Sierra Vista West Mass Grading and Detention Phase II – 90% complete.
  - BCMUD 53 WWTP- 75% complete.
  - BCMUD 53 Offsite Lift Station – 85% complete.
  - Crystal View Drive Phase III – 90% complete
  - Sierra Vista West Section 4 – 70% -
  - Sierra Vista West Section 5 – 40%
  - Sierra Vista West Section 6 – 85%

**E. OTHER CONSTRUCTION PROJECTS**

- AISD H.S. No. 4 – 90% of civil complete internally.
- Davenport/Discovery Drive: We have sent the third set of comments to the EHRA for corrections. We expect to have the plans approved this month. 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 April 2021

Offense	Reported
Burglary	0
Theft	4
Robbery	0
Total Index Crimes Reported	4
<b>Reports Taken</b>	
Misdemeanor	8
Felony	10
<b>Charges Filed/Arrests</b>	
Misdemeanor	4
Felony	4
Outside Agency Warrant Arrest	4
<b>Traffic Enforcement</b>	
Citations	271
Warnings	31
<b>Crash Investigations</b>	
Minor Crashes	5
Major Crashes	1
Fatality Crashes	1
<b>Calls for Service</b>	
Alarms	35
Assist Other Agency	54
Disturbance	10
Fire	4
Other	188
Security Checks	841
Suspicious Activity/Persons	21

### Significant Events

- April 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.
- April 1 – Officer was dispatched to the 2700 block of Diamond Vista Dr. Upon arrival a report was taken for Assault and Impeding Airway (Choking). An arrest warrant was obtained for the suspect.





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- April 5 – Officer was dispatched to a bicyclist versus automobile crash in the 16400 block of SH 6. Upon arrival the operator of the bicyclist was found deceased from the crash. An investigation into the incident is ongoing.
- April 8 – Officer was dispatched to the 4300 block of Brister Pkwy in regards to a past disturbance. A report was taken, and charges filed, for Assault, Aggravated Assault w/ a Deadly Weapon, and Terroristic Threat of a family member. The suspect was arrested and booked in the Brazoria County Jail.
- April 11 – Officer attempted to stop a vehicle for a traffic violation on SH 288 and a vehicle pursuit ensued. The vehicle crashed just north of FM 518 on the SH 288 entrance ramp and the driver and two passengers fled on foot. The two passengers were found, arrested, and booked into the Brazoria County Jail. The identification of the driver is being investigated.
- April 14 – Officer was dispatched to a past disturbance in the 9500 block of Olive Stone Dr. During the investigation it was found the victim had been assaulted and threatened with a gun. Charges were filed for Aggravated Assault w/ a Deadly Weapon and Impeding Airway (Choking). Arrest warrants were issued, the suspect was arrested the next day, and booked in the Brazoria County Jail.
- April 17 – An individual was stopped for a traffic violation on SH 6/Iowa Colony Blvd. The individual was found to have a felony warrant from Harris County and was arrested.
- April 22 – An individual was stopped for a traffic violation on Meridiana Pkwy/SH 288. The individual was found to have multiple warrants from Angleton Police Department and was arrested.
- April 27 – An individual was stopped for a traffic violation on SH 288/CR 62. The individual was found to have an arrest warrant from the Texas Department of Criminal Justice for a Probation Violation and was arrested.
- April 27 – An individual was stopped for a traffic violation on Meridiana Pkwy/Ames Blvd. The individual was found to have a felony warrant from Harris County and was arrested.





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## CODE COMPLIANCE

City Ordinance Violations	3	<ul style="list-style-type: none"><li>• Trash Fire 15841 SH 6 South – Fire Marshal called out – warning given, fire was extinguished</li><li>• Assist Fire Marshal with Sprinkler Inspection at High School #4</li></ul>
Sign Violations	4	<ul style="list-style-type: none"><li>• DR Horton 4X8 Builders Sign, Notice mailed</li><li>• Gehan Homes 4x8 Signs, Notice mailed</li><li>• Coventry Homes 4x8 - Hwy 6 S.– Citation</li><li>• Liberty Homes 4x8 – Hwy 288 S.– Citation</li><li>• Censeo 4x8 -Sterling Lakes Dr - Citation</li></ul>
Stake Signs (Abated)	18	<ul style="list-style-type: none"><li>• Angelia Homes – 12 – Citation Issued</li><li>• Highland Homes – 15 – Notice of Violation</li><li>• Liberty Homes – 14 – Citation Issued</li><li>• Stake/Bandit signs – 34 – signs picked up throughout the city limits and disposed of</li></ul>
Animals at Large	15	<ul style="list-style-type: none"><li>• 15 Calls for Animal at Large</li><li>• 11 Animals Transferred to Houston Humane</li><li>• Cats (3) / Kittens (6) / Dogs (2)</li></ul>
Wildlife	5	<ul style="list-style-type: none"><li>• 3 Opossums – Relocated</li><li>• 2 Racoons - Relocated</li></ul>
Loose Livestock	2	Livestock put back up in pasture
Close Patrol	7	<ul style="list-style-type: none"><li>• Meridiana Subdivision</li></ul>





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		<ul style="list-style-type: none"><li>• Sterling Lakes Subdivision</li><li>• Louisiana Mobile Home Park</li></ul>
Other	3	<ul style="list-style-type: none"><li>• Return customers Trap 9400 Emerald Lakes</li><li>• Return Customers Trap 2500 Crystal Shore</li><li>• Make contact with Complainant 10600 Dolce Animal Complaint – No Contact Made, posted Notice on door.</li></ul>

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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- April 2021

May 11, 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-	526
Plumbing Inspections -	535
Mechanical Inspections-	157
Electrical Inspections-	433
<b>Total-</b>	<b>1750</b>

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

Initial Fees-	\$312,708.38
Re- Inspection Fees-	\$2,825.00
Convenience Fee-	\$3,025.12
<b>Total-</b>	<b>\$318,558.50</b>

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### Fire Marshal

- Conducted several hydro inspections at the new high school.
- Identified all businesses in city to start conducting fire inspections.

Thanks,

*Albert Cantu*

Albert Cantu,  
Fire Marshal/Building Official



**City of Iowa Colony**  
**Balance Sheet**  
As of April 30, 2021

	Apr 30, 21
<b>ASSETS</b>	0.00
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Baseball Field Reserve	36.25
Baymark Pipeline LLC	
Baymark P - Engr/Inspctn/Legal	20,540.04
Baymark Pipeline LLC - Other	183,037.50
Total Baymark Pipeline LLC	203,577.54
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	5,466.76
Meridiana Escrow	4,560.00
Old Airline Market- Axis Dev.	207.50
Sierra Vista- Land Tejas	46,313.80
Sierra Vista West- Land Tejas	42,217.97
South Texas NGL Pipeline, LLC	
South TX NGL -Engr/Inspct/Legal	21,027.56
South Texas NGL Pipeline, LLC - Other	183,622.50
Total South Texas NGL Pipeline, LLC	204,650.06
Sterling Lakes - Land Tejas	2,982.94
1002401 · Capital Contribution-CR 64	1,731,000.00
1002406 · Earlt Platting Escrow Sec. 13	-0.01
1002501 · Property Delq Tax - TIF 100%	3,159.70
1002502 · Property Tax TIF-100%	-105,691.73
1003600 · Opening Balance Equity	753,437.07
1003601 · Retained Earnings	-95,189.00
Total Equity	3,338,425.67
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3,338,425.67</b>



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

	Oct '20 - Apr 21	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
<b>4100 - GENERAL REVENUE</b>				
4109 - Mixed Beverage Tax	431.09	2,000.00	-1,568.91	21.6%
4110 - City Sales Tax	216,749.48	350,000.00	-133,250.52	61.9%
4120 - Property Tax	1,920,995.88	1,164,165.53	756,830.35	165.0%
4121 - Delinquent Property Tax	19,433.13	35,000.00	-15,566.87	55.5%
4130 - Property Tax - TIF - 70%	724,948.20	0.00	724,948.20	100.0%
4131 - Delinquent Tax - TIF - 70%	689.26	0.00	689.26	100.0%
4132 - City Property TIF 30%	310,692.11	0.00	310,692.11	100.0%
4133 - City Property Delinquent TIF 30%	295.39	0.00	295.39	100.0%
4134 - Intermodal Ship. Container	891.00	2,000.00	-1,109.00	44.6%
<b>Total 4100 - GENERAL REVENUE</b>	<b>3,195,125.54</b>	<b>1,553,165.53</b>	<b>1,641,960.01</b>	<b>205.7%</b>
<b>4122 - OTHER REVENUE</b>				
4124 - Accident Reports	60.00	0.00	60.00	100.0%
4126 - MUD 31 Annexation				
MUD 31 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
MUD 32 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
4126 - MUD 31 Annexation - Other	0.00	0.00	0.00	0.0%
<b>Total 4126 - MUD 31 Annexation</b>	<b>0.00</b>	<b>500,000.00</b>	<b>-500,000.00</b>	<b>0.0%</b>
<b>4122 - OTHER REVENUE - Other</b>	<b>9,560.06</b>	<b>0.00</b>	<b>9,560.06</b>	<b>100.0%</b>
<b>Total 4122 - OTHER REVENUE</b>	<b>9,620.06</b>	<b>500,000.00</b>	<b>-490,379.94</b>	<b>1.9%</b>
<b>4125 - Arrest Fees</b>	<b>39.76</b>	<b>0.00</b>	<b>39.76</b>	<b>100.0%</b>
<b>4200 - BUILDING &amp; CONSTRUCTION PERMITS</b>				
4201 - Building Construction Permits	1,157,232.63	1,375,000.00	-217,767.37	84.2%
4202 - Trade Fees	30,342.28	40,000.00	-9,657.72	75.9%
4203 - Reinspection Fees	21,700.00	25,000.00	-3,300.00	86.8%
4204 - Signs	400.00	2,500.00	-2,100.00	16.0%
4205 - Misc Permits	3,460.10	1,000.00	2,460.10	346.0%
4206 - Dirt Work Permits	0.00	1,500.00	-1,500.00	0.0%
4207 - Driveway Permits	1,150.00	3,000.00	-1,850.00	38.3%
4210 - Culvert Permit	150.00	1,000.00	-850.00	15.0%
4211 - Commercial Vehicle Permit	500.00	3,000.00	-2,500.00	16.7%
4212 - Park Use Permit	1,775.00			
4213 - Mobile Food Unit Permit	750.00			
<b>Total 4200 - BUILDING &amp; CONSTRUCTION PERMITS</b>	<b>1,217,460.01</b>	<b>1,452,000.00</b>	<b>-234,539.99</b>	<b>83.8%</b>
<b>4300 - PLAT FEES</b>				
4301 - Preliminary Plat Fees	17,220.00	75,000.00	-57,780.00	23.0%
4302 - Final Plat Fees	21,700.00	40,000.00	-18,300.00	54.3%
4303 - Abbreviated Plat Fees	10,540.00	2,000.00	8,540.00	527.0%
4304 - Plat Re-Check Fee	0.00	0.00	0.00	0.0%
4305 - Admin Fee- Early Plat Recording	10,153.42	300,000.00	-289,846.58	3.4%
<b>Total 4300 - PLAT FEES</b>	<b>59,613.42</b>	<b>417,000.00</b>	<b>-357,386.58</b>	<b>14.3%</b>
<b>4400 - ENGINEERING FEES</b>				
4401 - Infrastructure Plan Review Fee	37,421.25	150,000.00	-112,578.75	24.9%
4402 - Recheck Fee	0.00	0.00	0.00	0.0%
4403 - Civil Site Plan Review Fee	109,105.27	300,000.00	-190,894.73	36.4%
4404 - Other	0.00	0.00	0.00	0.0%
<b>Total 4400 - ENGINEERING FEES</b>	<b>146,526.52</b>	<b>450,000.00</b>	<b>-303,473.48</b>	<b>32.6%</b>
<b>4500 - ZONING FEES</b>				
4501 - Rezoning Fees	0.00	3,000.00	-3,000.00	0.0%
4502 - Misc Zoning Fees	0.00	0.00	0.00	0.0%
4503 - Specific Use Permit	0.00	2,000.00	-2,000.00	0.0%
<b>Total 4500 - ZONING FEES</b>	<b>0.00</b>	<b>5,000.00</b>	<b>-5,000.00</b>	<b>0.0%</b>
<b>4600 - FRANCHISE</b>				
4601 - Franchise Tax - Electric	94,155.20	110,000.00	-15,844.80	85.6%
4602 - Franchise Tax - Gas	0.00	20,000.00	-20,000.00	0.0%
4603 - Telecommunications Fee-Sales Tax	26,089.26	10,000.00	16,089.26	260.9%
4600 - FRANCHISE - Other	0.00	0.00	0.00	0.0%
<b>Total 4600 - FRANCHISE</b>	<b>120,244.46</b>	<b>140,000.00</b>	<b>-19,755.54</b>	<b>85.9%</b>
<b>4700 - CITATIONS</b>				
4701 - Citations / Warrants	230,601.29	200,000.00	30,601.29	115.3%
4702 - Delinquent Court Collection	0.00	5,000.00	-5,000.00	0.0%
4703 - Court Security Fee	3,477.21	2,000.00	1,477.21	173.9%
4704 - Court Technology Fee	3,455.30	2,500.00	955.30	138.2%
4700 - CITATIONS - Other	241.00			
<b>Total 4700 - CITATIONS</b>	<b>237,774.80</b>	<b>209,500.00</b>	<b>28,274.80</b>	<b>113.5%</b>
<b>4800 - SPECIAL FUNDS</b>				
4803 - Miscellaneous Grants	8,734.10	0.00	8,734.10	100.0%
4805 - Park Reserves	0.00	35,000.00	-35,000.00	0.0%
<b>Total 4800 - SPECIAL FUNDS</b>	<b>8,734.10</b>	<b>35,000.00</b>	<b>-26,265.90</b>	<b>25.0%</b>
<b>4900 - INVESTMENT INCOME</b>				
4910 - Interest Income	36.32	1,000.00	-963.68	3.6%
<b>Total 4900 - INVESTMENT INCOME</b>	<b>36.32</b>	<b>1,000.00</b>	<b>-963.68</b>	<b>3.6%</b>
<b>Total Income</b>	<b>4,995,174.99</b>	<b>4,762,665.53</b>	<b>232,509.46</b>	<b>104.9%</b>
<b>Gross Profit</b>	<b>4,995,174.99</b>	<b>4,762,665.53</b>	<b>232,509.46</b>	<b>104.9%</b>
<b>Expense</b>				
MUD 31 Expense	1,000,617.98			
UNKNOWN EXPENSE				
1105110 - Payroll Expenses	471.02	0.00	471.02	100.0%
<b>Total UNKNOWN EXPENSE</b>	<b>471.02</b>	<b>0.00</b>	<b>471.02</b>	<b>100.0%</b>



# City of Iowa Colony Profit & Loss Budget vs. Actual

October 2020 through April 2021

	Oct '20 - Apr 21	Budget	\$ Over Budget	% of Budget
<b>10 - ADMINISTRATION</b>				
10-5111 · Payroll - City Secretary	32,375.00	62,831.00	-30,456.00	51.5%
10-5112 · Payroll - Clerk	0.00	17,680.00	-17,680.00	0.0%
10-5113 · Payroll-City Manager	47,462.25	100,000.00	-52,537.75	47.5%
10-5114 · Merit pool (For all employees)	0.00	0.00	0.00	0.0%
10-5115 · Payroll Clerk - Overtime	0.00	0.00	0.00	0.0%
10-5120 · Payroll Taxes	2,529.07	13,248.88	-10,719.81	19.1%
10-5127 · TMRS	3,975.75	18,202.06	-14,226.31	21.8%
10-5130 · Texas Workforce Commission	144.00	486.00	-342.00	29.6%
10-5132 · Insurance - Health	72.00	11,660.00	-11,588.00	0.6%
10-5200 · Professional Services	0.00	0.00	0.00	0.0%
10-5210 · Legal Delinquent Citations	0.00	0.00	0.00	0.0%
10-5211 · Legal	49,835.99	100,000.00	-50,164.01	49.8%
10-5212 · Audit	29,000.00	22,000.00	7,000.00	131.8%
10-5213 · Tax Appraisal & Collection	40.00	0.00	40.00	100.0%
10-5214 · Legislative & Admin Action	0.00	5,000.00	-5,000.00	0.0%
10-5219 · Management Professional Service	5,816.50	10,000.00	-4,183.50	58.2%
10-5220 · Website - Professional				
Website Domain	434.99	400.00	34.99	108.7%
10-5220 · Website - Professional - Other	2,500.00	5,500.00	-3,000.00	45.5%
<b>Total 10-5220 · Website - Professional</b>	<b>2,934.99</b>	<b>5,900.00</b>	<b>-2,965.01</b>	<b>49.7%</b>
10-5225 · Equipment Maintenance	277.00			
10-5227 · Hosting BCCA Meeting	0.00	0.00	0.00	0.0%
10-5228 · Property Taxes Collection Fee	0.00	7,000.00	-7,000.00	0.0%
10-5229 · BCAD Fee	10,527.74	6,000.00	4,527.74	175.5%
10-5240 · Building Maintenance				
Prof Cleaning Services	6,750.00			
10-5240 · Building Maintenance - Other	7,069.31	50,000.00	-42,930.69	14.1%
<b>Total 10-5240 · Building Maintenance</b>	<b>13,819.31</b>	<b>50,000.00</b>	<b>-36,180.69</b>	<b>27.6%</b>
10-5245 · Technology	7,823.64	16,000.00	-8,176.36	48.9%
10-5246 · Software Maintenance / License	8,517.64	7,500.00	1,017.64	113.6%
10-5250 · Utilities	3,062.58	9,000.00	-5,937.42	34.0%
10-5260 · Equipment Rentals	1,601.86	3,000.00	-1,398.14	53.4%
10-5320 · Supplies / Printing	3,718.69	12,000.00	-8,281.31	31.0%
10-5321 · Postage	164.90	750.00	-585.10	22.0%
10-5322 · Advertising & Legal Notices	4,459.65	5,000.00	-540.35	89.2%
10-5323 · Telephone Expense	9,387.25	10,000.00	-612.75	93.9%
10-5325 · Miscellaneous	4,805.59	0.00	4,805.59	100.0%
10-5326 · Well Permit Fee	0.00	30.00	-30.00	0.0%
10-5411 · Travel & Training	1,606.03	2,400.00	-793.97	66.9%
10-5412 · Seminars/BCCA	0.00	1,200.00	-1,200.00	0.0%
10-5439 · Election Costs	3,561.94	8,000.00	-4,438.06	44.5%
10-5481 · Mayor's Special Expense	26.82	1,500.00	-1,473.18	1.8%
10-5495 · Dues	620.00	2,000.00	-1,380.00	31.0%
10-5630 · Equipment	2,122.10	500.00	1,622.10	424.4%
10-5710 · Insurance - Windstorm	1,366.50	7,500.00	-6,133.50	18.2%
10-5720 · Insurance - Liability/Prop/ WC	18,235.25	20,000.00	-1,764.75	91.2%
10-5721 · Bank Fees	0.00	100.00	-100.00	0.0%
10-5722 · credit card fees	435.14	4,000.00	-3,564.86	10.9%
10-5723 · Certificate Pay	0.00	0.00	0.00	0.0%
10-5724 · Longevity Pay	180.00	240.00	-60.00	75.0%
10-5725 · Grant Admin	0.00	15,000.00	-15,000.00	0.0%
10-5730 · Building Renovations	0.00	0.00	0.00	0.0%
5113 · Payroll - Office Manager	0.00	0.00	0.00	0.0%
<b>Total 10 - ADMINISTRATION</b>	<b>270,505.18</b>	<b>555,727.94</b>	<b>-285,222.76</b>	<b>48.7%</b>
<b>15 - FINANCE</b>				
15-5112 · Payroll - Senior Accountant	40,833.38	70,004.00	-29,170.62	58.3%
15-5127 · TMRS	5,014.33	7,357.42	-2,343.09	68.2%
15-5128 · FICA	2,938.33	5,355.31	-2,416.98	54.9%
15-5129 · TWC	144.00	162.00	-18.00	88.9%
15-5130 · WC	0.00	3,052.00	-3,052.00	0.0%
15-5132 · Health Insurance	2,574.94	5,830.00	-3,255.06	44.2%
15-5320 · Supplies/Printing	263.92	2,000.00	-1,736.08	13.2%
15-5321 · Postage	78.50	200.00	-121.50	39.3%
15-5410 · Technology	707.39	8,000.00	-7,292.61	8.8%
15-5411 · Training & Travel	0.00	5,000.00	-5,000.00	0.0%
15-5495 · Dues	0.00	2,500.00	-2,500.00	0.0%
15-5630 · Equipment	0.00	0.00	0.00	0.0%
15-5723 · Certificate Pay	0.00	0.00	0.00	0.0%
15-5724 · Longevity Pay	0.00	0.00	0.00	0.0%
<b>Total 15 - FINANCE</b>	<b>52,554.79</b>	<b>109,460.73</b>	<b>-56,905.94</b>	<b>48.0%</b>
<b>20 - POLICE DEPARTMENT</b>				
20-5112 · Payroll - Police Chief	58,031.54	99,495.00	-41,463.46	58.3%
20-5113 · Payroll - Full Time Officer	241,588.08	490,614.50	-249,026.42	49.2%
20-5114 · Telecommunications Operator	0.00	17,680.00	-17,680.00	0.0%
20-5115 · Humane/Code Enf. Officer	23,902.20	41,600.00	-17,697.80	57.5%
20-5125 · Payroll - Overtime	9,070.08	10,000.00	-929.92	90.7%
20-5126 · Professional Services	5,675.00	7,000.00	-1,325.00	81.1%
20-5127 · TMRS	43,023.63	73,810.63	-30,787.00	58.3%
20-5128 · FICA	23,831.95	53,725.15	-29,893.20	44.4%
20-5129 · TWC	1,790.26	2,106.00	-315.74	85.0%
20-5130 · WC	0.00	28,313.38	-28,313.38	0.0%
20-5131 · Certification Pay	8,123.04	42,100.00	-33,976.96	19.3%
20-5132 · Health Insurance	23,930.83	69,960.00	-46,029.17	34.2%
20-5320 · Supplies & Printing	1,847.45	3,500.00	-1,652.55	52.8%
20-5321 · Postage	95.10	100.00	-4.90	95.1%
20-5322 · Recruiting and Hiring Expenses	679.16	1,500.00	-820.84	45.3%
20-5324 · Cell Phone	3,178.82	7,000.00	-3,821.18	45.4%
20-5325 · Miscellaneous	993.85	4,900.00	-3,906.15	20.3%
20-5326 · Uniforms	3,135.01	7,500.00	-4,364.99	41.8%
20-5327 · Charitable	0.00	0.00	0.00	0.0%
20-5410 · Technology	3,907.81	18,000.00	-14,092.19	21.7%
20-5411 · Travel & Training	3,160.56	5,000.00	-1,839.44	63.2%
20-5412 · Radio Service	3,618.00	3,300.00	318.00	109.6%
20-5413 · Radio Equipment	1,314.03	2,000.00	-685.97	65.7%
20-5415 · Building Maintenance	1,726.77	2,600.00	-873.23	66.4%
20-5450 · Vehicle Equipment	-869.00	5,000.00	-5,869.00	-17.4%
20-5495 · Association Dues	638.88	1,000.00	-361.12	63.9%
20-5496 · Dues - TCLDS	0.00	0.00	0.00	0.0%
20-5497 · Animal Control	2,677.50	2,000.00	677.50	133.9%
20-5498 · Hospital Expense - Suspects	0.00	1,000.00	-1,000.00	0.0%



# City of Iowa Colony Profit & Loss Budget vs. Actual

October 2020 through April 2021

	Oct '20 - Apr 21	Budget	\$ Over Budget	% of Budget
20-5499 · Investigations	946.51	2,900.00	-1,953.49	32.6%
20-5724 · Longevity Pay	300.00	300.00	0.00	100.0%
20-5810 · Vehicle Insurance	6,340.00	5,000.00	1,340.00	126.8%
20-5820 · Vehicle Repairs & Maint	5,834.82	13,000.00	-7,165.18	44.9%
20-5830 · Fuel	13,450.75	30,000.00	-16,549.25	44.8%
20-5840 · Equipment	4,958.06	10,000.00	-5,041.94	49.6%
20-5850 · Vehicle Replacement Fund	0.00	47,200.00	-47,200.00	0.0%
20-8000 · Emergency Management	435.78			
<b>Total 20 · POLICE DEPARTMENT</b>	<b>497,336.47</b>	<b>1,109,204.66</b>	<b>-611,868.19</b>	<b>44.8%</b>
<b>25 · MUNICIPAL COURT</b>				
25-5112 · Payroll- Municipal Court Clerk	23,437.54	45,001.00	-21,563.46	52.1%
25-5125 · Payroll - Clerk Overtime	2,214.16	2,500.00	-285.84	88.6%
25-5127 · TMRS	3,728.33	5,118.48	-1,390.15	72.8%
25-5128 · FICA	1,902.87	3,725.63	-1,822.76	51.1%
25-5129 · TWC	144.00	162.00	-18.00	88.9%
25-5130 · WC	0.00	1,962.04	-1,962.04	0.0%
25-5131 · Certification Pay	738.40	1,200.00	-461.60	61.5%
25-5132 · Health Insurance	2,039.52	5,830.00	-3,790.48	35.0%
25-5210 · Legal Delinquent Citations	0.00	5,000.00	-5,000.00	0.0%
25-5216 · Judge Court Fees	10,062.50	25,000.00	-14,937.50	40.3%
25-5217 · Prosecutor Fees	35,537.50	35,500.00	37.50	100.1%
25-5218 · Interpreter	329.96	1,500.00	-1,170.04	22.0%
25-5219 · Professional Services - Muni Co	16,287.50	10,000.00	6,287.50	162.9%
25-5222 · Court Security Exp.	558.61	0.00	558.61	100.0%
25-5223 · Court Technology Exp.	0.00	0.00	0.00	0.0%
25-5315 · Payroll - Clerk	2,548.02	0.00	2,548.02	100.0%
25-5321 · Postage	27.80	500.00	-472.20	5.6%
25-5411 · Travel & Training	155.00	1,000.00	-845.00	15.5%
25-5414 · Jury Trial Expense	0.00	1,500.00	-1,500.00	0.0%
25-5415 · State Criminal Cost & Fees	80,037.90	80,000.00	37.90	100.0%
25-5500 · Supplies & Equipment	363.26	4,200.00	-3,836.74	8.6%
25-5730 · Contract Services	5,961.00	4,735.12	1,225.88	125.9%
<b>Total 25 · MUNICIPAL COURT</b>	<b>186,073.87</b>	<b>234,434.27</b>	<b>-48,360.40</b>	<b>79.4%</b>
<b>30 · PUBLIC WORKS DEPARTMENT</b>				
30-5115 · Payroll - Public Works	31,728.00	55,000.00	-23,272.00	57.7%
30-5125 · Payroll - Public Works Overtime	2,266.58	2,000.00	266.58	113.3%
30-5127 · TMRS	4,442.54	5,990.70	-1,548.16	74.2%
30-5128 · FICA	2,302.54	4,600.00	-2,297.46	50.1%
30-5129 · TWC	144.00	162.00	-18.00	88.9%
30-5130 · WC	0.00	2,400.00	-2,400.00	0.0%
30-5131 · Certification Pay	0.00	0.00	0.00	0.0%
30-5132 · Health Insurance	3,111.42	5,830.00	-2,718.58	53.4%
30-5320 · Supplies	1,300.34	7,440.00	-6,139.66	17.5%
30-5326 · Uniforms	10.81			
30-5451 · Roads./ Bridges/ Drainage	9,066.59	325,000.00	-315,933.41	2.8%
30-5452 · Mowing Roads	31,800.00	60,000.00	-28,200.00	53.0%
30-5454 · Bridge Replacement	0.00	30,000.00	-30,000.00	0.0%
30-5455 · Signs & Postings	4,512.35	8,000.00	-3,487.65	56.4%
30-5456 · Public Works Maintenance	10,210.74	25,000.00	-14,789.26	40.8%
30-5461 · Park Improvements	0.00	35,000.00	-35,000.00	0.0%
30-5462 · Park Maintenance	31,911.55	70,000.00	-38,088.45	45.6%
30-5810 · Vehicle Insurance	553.50			
30-5820 · Vehicle Repairs & Maint	1,817.27	6,800.00	-4,982.73	26.7%
30-5830 · Fuel	1,612.03	5,000.00	-3,387.97	32.2%
30-5840 · Equipment	14,747.27	24,000.00	-9,252.73	61.4%
30-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
30-5860 · ROW Maintenance	0.00	5,000.00	-5,000.00	0.0%
<b>Total 30 · PUBLIC WORKS DEPARTMENT</b>	<b>151,537.53</b>	<b>680,722.70</b>	<b>-529,185.17</b>	<b>22.3%</b>
<b>35 · COMMUNITY DEVELOPMENT</b>				
35-5111 · Payroll-Building Official	38,750.04	80,000.00	-41,249.96	48.4%
35-5112 · Payroll-Permits Clerk	23,100.00	40,040.00	-16,940.00	57.7%
35-5125 · Payroll-Clerk Overtime	775.91	1,500.00	-724.09	51.7%
35-5127 · TMRS	7,740.31	12,773.85	-5,033.54	60.6%
35-5128 · FICA	4,484.61	9,297.81	-4,813.20	48.2%
35-5129 · TWC	432.00	324.00	108.00	133.3%
35-5130 · WC	0.00	5,234.05	-5,234.05	0.0%
35-5131 · Certification Pay	0.00	480.00	-480.00	0.0%
35-5132 · Health Insurance	6,443.68	8,745.00	-2,301.32	73.7%
35-5212 · Early Platting Escrow Exp. INV	0.00	0.00	0.00	0.0%
35-5214 · Engineering Services				
35-5216 · Platting	46,693.14	150,000.00	-103,306.86	31.1%
35-5217 · Plan Review	35,261.27	100,000.00	-64,738.73	35.3%
35-5218 · Permits/Inspections	92,360.74	195,000.00	-102,639.26	47.4%
35-5214 · Engineering Services - Other	38,735.70	80,000.00	-41,264.30	48.4%
<b>Total 35-5214 · Engineering Services</b>	<b>213,050.85</b>	<b>525,000.00</b>	<b>-311,949.15</b>	<b>40.6%</b>
35-5215 · Building Inspector Fees	491,227.41	295,500.00	195,727.41	166.2%
35-5219 · Professional Services - Plannin	19,846.66	85,000.00	-65,153.34	23.3%
35-5220 · TIF Fund (70% of TIF revenue t	711,539.25	0.00	711,539.25	100.0%
35-5221 · ICVFD Contract Services/Equip	0.00	6,000.00	-6,000.00	0.0%
35-5246 · Software Subscription/License	3,502.28			
35-5320 · Supplies	1,832.75			
35-5326 · Uniforms	2,930.89			
35-5455 · Signage & Postings	322.50	4,000.00	-3,677.50	8.1%
35-5722 · Credit Card Fees	9,995.09	10,000.00	-4.91	100.0%
35-5724 · Longevity Pay	120.00	240.00	-120.00	50.0%
35-5820 · Vehicle Repairs & Maint	1,221.39			
35-5830 · Fuel	468.27			
35-5840 · Equipment	8,341.77			
35-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
<b>Total 35 · COMMUNITY DEVELOPMENT</b>	<b>1,546,125.66</b>	<b>1,087,634.71</b>	<b>458,490.95</b>	<b>142.2%</b>



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

	Oct '20 - Apr 21	Budget	\$ Over Budget	% of Budget
<b>90 - CAPITAL AND PLANNING PROJECTS</b>				
City Hall Remodel	4,821.00			
Parking and Storage Lot	0.00	0.00	0.00	0.0%
Public Safety Building Reserve	0.00	500,000.00	-500,000.00	0.0%
Purchase of Prop. Next to CH	5,212.31	0.00	5,212.31	100.0%
990 - Contingency	0.00	35,000.00	-35,000.00	0.0%
991 - PD - Vehicle	0.00	35,000.00	-35,000.00	0.0%
992 - PW Loader/Backhoe/Brush Truck	0.00	20,000.00	-20,000.00	0.0%
993 - Planning Projects	44,975.00	200,000.00	-155,025.00	22.5%
994 - Public Works Vehicle	0.00	0.00	0.00	0.0%
90 - CAPITAL AND PLANNING PROJECTS - Other	0.00	175,000.00	-175,000.00	0.0%
<b>Total 90 - CAPITAL AND PLANNING PROJECTS</b>	<b>55,008.31</b>	<b>965,000.00</b>	<b>-909,991.69</b>	<b>5.7%</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>3,778,507.79</b>	<b>4,742,185.01</b>	<b>-963,677.22</b>	<b>79.7%</b>
<b>Net Income</b>	<b>1,216,667.20</b>	<b>20,480.52</b>	<b>1,196,186.68</b>	<b>5,940.6%</b>

Copy



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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<b>C. MOWING/TREE TRIMMING</b>		
1	3034 Cedar Ripids pkwy	trim trees
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<b>D. STREET REPAIRS</b>		
1	10227 Coastal ct	water is backing up
2	Iowa Colony @bullard	Pothole
3	Meraidana €	gurd rail
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<b>E. POWER LINES MAINTENANCE</b>		
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<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
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<b>C. MOWING/TREE TRIMMING</b>		
1	Park	mowing
2	City Hall	mowing
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5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
<b>D. 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. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	Bubuque	Grade Ditch
2		
3		
4		
5		
6		



7		
8		
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
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		



[illegible]



[illegible]



[illegible]















**EXHIBIT B**  
**PLAN of DEVELOPMENT**  
**Sterling Lakes at Iowa Colony**  
**And**  
**Sierra Vista**

**A. Introduction.**

1. The property is comprised of 1,285.64 acres, consisting of residential and commercial uses with community facilities such as parks, lakes, trails, open space and other general public facilities.
2. This PD includes the following sections:
  - General Provisions
  - Land Uses
  - Development Regulations for Single Family Lots
  - Development Regulations for Commercial Tract
  - Parks, Recreation and Trails
  - School and Community Facility Sites
  - Street Plan & Cross-Sections
  - Project Phasing
  - Specific Conditions

**B. General Provisions.**

1. The PD approved herein must be constructed, developed, and maintained in compliance with this Agreement and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in District MU (Mixed Use District) is not contained in this Agreement, all the regulations contained in the Development Code applicable to District MU in effect on the effective date of this Agreement apply to this PD as though written herein, except to the extent the City regulation or provision conflicts with a provision of this Agreement.  
In the event that there are discrepancies between the text of this document and the exhibits attached, the text shall prevail.
2. The project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1:	<i>Boundary Exhibit</i>
Figure 1a:	<i>Jurisdiction Map</i>
Figure 2:	<i>General Development Plan</i>
Figure 3:	<i>Landscape and Open Space Plan</i>
Figure 4:	<i>Thoroughfare Exhibit</i>
Figure 5:	<i>Street cross section for Spine Road, (divided)</i>
Figure 6:	<i>Street cross section for Spine Road, (undivided)</i>
Figure 7:	<i>Pedestrian cross section and detail.</i>



Figure 8: *Sterling Lakes North General Plan.*  
Figure 9: *Phasing Plan of Development.*

The project is located west of State Highway 288, between County Roads 573, Alloy Road and 64, Davenport Parkway. The property is within the William Pettus Survey, H.T. & B.R.R. Company Survey No. 68, 288, and 289, Brazoria County, Texas. As shown on [Figure 1a: Jurisdiction Map](#), parts of the proposed development lie within the City Limit, extra-territorial jurisdiction of the City of Iowa Colony.

3. A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.
4. All future building permits shall be reviewed for conformance with this PD.
5. Access to Valley Glen Road (SH 288 frontage road) shall be limited to one public street or private non-exclusive driveway. The spacing of the intersection to Valley Glen Road shall be a minimum 1,200 feet apart and shall connect to another public street or an internal driveway network to provide mutual use, non-exclusive access to multiple users.

An additional driveway connection to Valley Glen Road may be permitted no closer than 600 feet apart with the approval of the Planning Commission upon review of a Traffic Impact Analysis, TIA, prepared specifically for the commercial use(s) proposed fronting on Valley Glen Road. The TIA shall:

- Clearly show and distinguish between all existing, proposed and future facilities on the site
- Clearly delineate and distinguish between all existing and proposed traffic improvements, including turn lanes
- Show all applicable traffic counts at all existing and proposed intersections and driveways
- Provide comparative analysis of ingress, egress and trip distribution pre and post development with and without the proposed driveway intersections on Valley Glen Road.

#### **C. Land Uses.**

1. Permitted land uses for tracts identified as Single Family Residential (SFR) on [Figure 2](#) shall be those uses permitted within District SFR of the Zoning Ordinance.
2. Permitted land uses for the Commercial tract on [Figure 2](#) shall be those uses permitted within District MU of the Zoning Ordinance. Any other commercial or non-residential use may be allowed, but only if the city council exercises its discretion to grant appropriate approval for said use.
3. Permitted land uses for the tracts identified as "Swing" on [Figure 2](#) shall be either of those uses permitted in District SFR or District MU of the Zoning Ordinance, including multi-family and townhouse residential.
  - a) Multi-Family Residential: Subject to City Council approval at the time multi-family is proposed for development.
    1. Multi-Family use is limited to two separate projects with each project containing no more than 300 units.



2. No building or structure shall exceed 3 stories or 45 feet.
  3. There shall be no more than 22 units per net platted acre. Except that if all required parking is provided within a parking garage that is screened from view of any public street, there shall be no limit on density as long as the total number of units do not exceed 300 units.
  4. At least 50% of all required parking shall be covered parking.
  5. All surface parking lots shall be screened from view of any adjacent public streets with a minimum 3 foot berm or landscape hedge.
  6. A minimum 6% of the gross area of the site shall be required as landscaping.
- b) Townhouse Residential
1. Townhouse Residential is limited to no more than 15 units to the acre
  2. No building or structure shall exceed 35 feet.
  3. Front Yard: minimum 20 feet
  4. Rear Yard: minimum 10 feet, with a minimum 25 foot rear yard if the lot is backing to a street that is a major thoroughfare
  5. Side Yard: there shall be no less than a ten-foot side yard on the street side of a corner lot, with a minimum 25 foot side yard if the side street is a major thoroughfare.
  6. The minimum lot width shall be 25 feet.
  7. The minimum lot area shall be 2,250 square feet.
  8. A minimum 6% of the gross area of the site shall be required as open space / landscaping. Off-street parking area, service drives, shall not be included in any calculation of the required open space.
  9. Guest parking shall be provided on the site at a minimum 1 space per every 6 units.
4. Within the boundary of the proposed Plan of Development, a minimum 5% of the total project acreage (65 acres) will be required for Parks/Recreation/Open Space. In addition, approximately 20 acres of land located outside the boundary of the Plan of Development shall be dedicated to the City as public park area. Land used for public park area shall have a minimum frontage of 60 feet on a public street. Portions of open space that do not have any additional man-made improvements provided by the developer, such as hiking/running trail, benches or shelters that facilitate an active human recreational role will not be considered contributing to the minimum public park area requirement. Contributing open space areas must be adjacent to and/or have frontage on public street right-of-way. Landscape buffers adjacent to public street right-of-way must be at least fifteen (15) feet wide and contain an average density of (1) tree, a minimum caliper of one and one-half inch (1-1/2") for every thirty (30') feet of street frontage, or portion thereof, measured along the street-facing lot line in order to count to contributing open space. The trees may be clustered or spaced linearly; they need not be placed evenly.
5. Should the surface rights of any designated drill sites revert to the private land owner, and that land owner desires to sell that land, the City will have the first right-of-refusal to purchase the land formerly designated as drill site land at fair market value.

**D. Development Regulations for Single Family Lots** – Maximum 2,800 lots permitted. Lots less than 60 feet wide = maximum 65% of 2,800 lots or a maximum 1,820 lots. (Maximum 808 lots at 45 feet wide, maximum 955 lots at 50 feet wide) Lots 60 feet wide or greater = minimum of 35% of total lots and a minimum 6% of the total lots shall be greater than 60 feet wide. Single-family home sites within the PD shall be developed in accordance with the following regulations:

1. Within the areas indicated as Area Type #1 on [Figure 2](#);



The minimum lot width shall be 45 feet wide. Except: the maximum percentage of lots less than 60 feet wide shall not exceed 65 percent of the total maximum number of lots.  
(Maximum 1,820 lots)

No more than 808 lots shall be 45 feet wide.  
No more than 955 lots shall be 50 feet wide.

2. No lots less than 50 feet wide shall be permitted south of County Road 56, Meridiana Parkway.
3. Within the areas indicated as Area Type #2 on Figure 2, the minimum lot width shall be 60 feet wide. A minimum 35 percent of the total maximum number of lots shall be 60 feet wide or greater and at least 6.0% must be greater than 60 feet wide.
4. Minimum lot depth: 110 feet or 90 feet for lots fronting on the bulb portion of a cul-de-sac.
5. Maximum lot coverage: Sixty (60%) percent calculated as the ground covered by building structures, principal or accessory, of the gross lot surface area.
6. Maximum height: Two (2) stories. Roof gables, chimneys, and vent stacks may extend to a height not to exceed 35 feet above the average level of the base of the foundation of the building. Height regulations prescribed herein shall not apply to satellite earth station antennas or any personal communication electronic facilities protected by the Federal Telecommunications Act of 1996.
7. Minimum front yard building setback: 25 feet; 20 feet on cul-de-sac bulbs as measured from the front property / right-of-way line.
8. Minimum side yard building setbacks: 5 feet for interior, non-corner lots and the non-street side of corner lots; 10 feet exterior side yard for corner lots if a minimum fifteen (15) feet by fifteen (15) feet visibility triangle, as measured from the property line / street right-of-way line, that restricts the placement or maintenance of any vertical obstruction, either natural or man-made, within a vertical distance of between three (3) feet and eight (8) feet of the natural ground elevation, is provided on the platted lot subdivision at any street, public or private, intersection. A street side setback of twenty-five (25) feet minimum will be required for all lots siding on a designated major arterial, minor arterial or major collector.
9. Minimum rear yard building setback: 10 feet, except when the rear utility easement width is greater than ten (10) feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major or minor arterial, the minimum rear yard building setback is twenty-five (25) feet measured from the street right-of-way line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major or minor arterial and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty-five (25) feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major or minor arterial.
10. All lots shall have a minimum of two (2) trees, planted in the front yard setback. The trees must be a minimum of one and one-half (1-1/2) inches in caliper width and a minimum height of six (6) feet as measured at the tree trunk from the ground as planted. The trees must be located between five (5) feet and fifteen (15) feet from a side lot line and between five (5) feet and twenty (20) feet from the front property line with a minimum of ten (10) feet between tree trunks.



**E. Development Regulations for Commercial Tract** – Area regulations, yard requirements, and maximum lot coverage, height, and floor area per District MU in the Zoning Ordinance shall apply to the Commercial tract within the PD. At the time of the preliminary plat of any commercial land, a draft of the protective covenants whereby the Developer proposes to regulate the use of the land shall be submitted to the City. The restrictive covenants, conditions or limitations shall never be less than the minimum requirements of the City as specified in the City’s applicable ordinance(s).

**F. Parks, Recreation and Trails** – As shown on [Figure 3](#), an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

1. A landscape buffer with a minimum 15-foot width shall be located along each side of the central spine road, as shown on [Figure 3](#), where lots side or rear to the spine road. The buffer is in addition to the minimum street right-of-way width and shall include trees, benches, plazas and landscape screening. No on-street parking will be allowed along the designated spine road.
2. Recreational sites will be strategically located along the central spine road, and shall include the following:
  - (a) A recreational site north of Meridiana Parkway (County Road 56) near the main project entry shall include water recreation i.e., “splash pad”, and a swimming pool with dressing rooms, playground and picnic facilities.
  - (b) A recreational site south of Meridiana Parkway (County Road 56) near the main project entry.
  - (c) A recreational site north of Cedar Rapids Parkway (County Road 57) shall include a swimming pool and splash pad, with dressing rooms, playground and picnic facilities.
  - (d) Additional Recreation Sites, strategically located near the entries of various neighborhood pods, as shown on [Figure 2](#). A contributing park, recreation and/or open space area must be located a maximum of one-quarter (1/4) mile from all residential lots.
  - (e) A contributing park / recreation / open space area of a minimum area of one-quarter (1/4) acre must be contained within each private gated section.
  - (f) In addition to the three recreation sites identified above, six additional recreation sites shall be provided with the following minimum improvements.
    - Recreation sites shall provide a variety of recreation uses both passive and active. At a minimum, a recreation site shall include a paved plaza area a minimum of 500 square feet and shall include a decorative paving pattern.
    - Each site shall include at least 2 benches, 2 shade trees, a drinking fountain and bicycle parking. Bicycle parking shall include racks or other structures intended for parking bicycles, with a minimum of 4 spaces.
    - At least 2 parks shall include ball field facilities for informal play, including baseball back stops and soccer goals.
    - At least 1 park shall include a fenced area with double gates for use as a dog park.
3. On-site storm water detention designed as permanent lakes will be provided within the project, providing additional open space with recreational amenities. A large lake will be located near the project entry.

Contributing open space areas shall include the area of the permanent water surface and the adjacent side slopes, at a maximum slope of 5:1, for the permanent lake with a minimum water depth of six (6) feet beyond the slope transition. On-site storm water detention area that



do not contain a permanent lake area or do not contain permanent man-made improvements, such as hike/bike trails with benches/structures, and that are not accessible with a minimum of one access point directly from a street (public or private) will not be included in the calculation for the minimum amount of required parks / recreation / open space.

- (a) A minimum of two (2) view corridors per lake with an unobstructed view from the adjacent streets with a minimum combined width of 60 feet, per lake, shall be provided to each permanent lake. The minimum width of a single view corridor is 20 feet. Views to the permanent lakes from the view corridors shall not be obstructed by fences, structures, screening or landscaping that would prevent seeing the lake area.
  - (b) View corridors shall be separated by a minimum of one thousand (1,000) feet as measured along the lake water edge. Unless the lake is less than one thousand (1,000) feet in length in which case the view corridors shall be separated by at least 4/5 the total length of the lake.
  - (c) A concrete pedestrian path a minimum of five (5) feet in width shall connect the required street sidewalk with the lake water edge.
4. Minimum 4-foot width sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the City of Iowa Colony standard details and shall meet the State of Texas ADA standards.
  5. Minimum 5-foot width sidewalks shall be provided along both sides of major arterials, minor arterials, major collectors and the central spine road (as depicted in Figure 4 attached) within and adjacent to the property. 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 and into an adjacent landscape reserve if so provided.

#### **G. School and Community Facility Sites**

1. As shown on [Figure 2](#), an approximate forty-eight acre elementary and junior high school site shall be provided for purchase at the option of the Alvin Independent School District. If the AISD chooses not to purchase the site, the site is limited to the same uses as for tracts identified as Single Family Residential (SFR) on [Figure 2](#).
2. At no cost to the City of Iowa Colony, a 4.66 acre site located south of CR 56, and west of CR 383 shall be provided to the City, for the purpose of an EMS / Fire Station Site. As the land adjacent to the 4.66 acres provided to the City become available for development, the land shall be offered to the City of Iowa Colony as a first right-of-refusal at fair market value.

#### **H. Street Plan and Cross Sections.**

1. Street improvements shall be built in phases as the project develops in accordance with the City's Engineering Design Criteria Manual, Developers Agreement, street plan and cross sections listed below.
  - [Figure 4:](#) *Thoroughfare Exhibit*
  - [Figure 5:](#) *Street cross section for the spine road (divided) and greenbelt*
  - [Figure 6:](#) *Street cross section for the spine road (undivided) and greenbelt*



**I. Project Phasing** – Figure 7 indicates the general time and location of the proposed development phasing. The precise dates of each phase is subject to change due to general economic variables and market demand.

**J. Specific Conditions** – Implementation of this master-planned community will require consideration of site conditions that necessitate granting the following variances from specific sections of the Subdivision Ordinance and Engineering Design Criteria Manual:

1. Section 36 (D): *No block shall exceed a length of one thousand two hundred (1,200) feet in residential or commercial developments.*

All streets within the gated areas shall be private and access will be limited to local residential traffic only. Entry points will be limited for security purposes. Consequently, streets will not be stubbed to adjacent acreage, resulting in external block lengths greater than 1,200 feet. Some internal blocks will exceed 1,200 feet, to a maximum distance of 2,600 feet, to accommodate detention lakes and reserves. This variance does not apply to areas of the development that do not include private residential streets.

2. Section 37 (B)(5): *Access to Public Streets. The subdividing of land shall be such as to provide each lot with satisfactory access to a public street.*

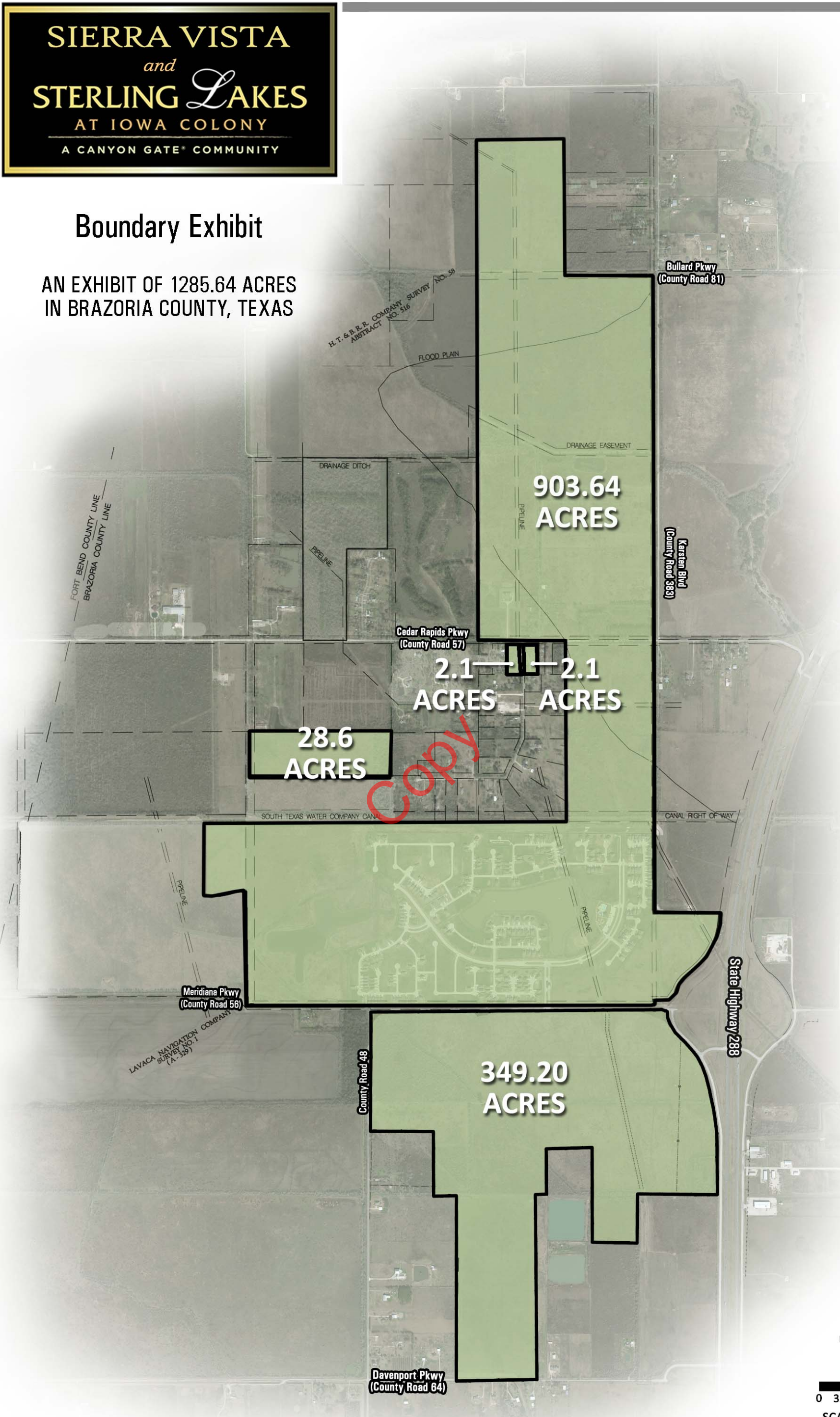
All the streets in the gated portions of the community will be private with access limited to local traffic only. Gated private street neighborhoods will connect to public streets. All gated sections containing more than 35 lots shall have at least two connections to a public street. If a future second point of access is not yet constructed a temporary connection shall be provided until the permanent connection is constructed. All private streets will be constructed to the City's public street standards. A homeowners' association will assume all responsibility to repair and maintain the private streets. As such, the adherence to this requirement for the private street portions of the development will not be required.



SIERRA VISTA  
and  
STERLING LAKES  
AT IOWA COLONY  
A CANYON GATE® COMMUNITY

Boundary Exhibit

AN EXHIBIT OF 1285.64 ACRES  
IN BRAZORIA COUNTY, TEXAS



0 350' 700' 1400'

SCALE: 1" = 1400'  
DATE: 11.9.2015

FIGURE 1



SIERRA VISTA

and

STERLING LAKES

AT IOWA COLONY

A CANYON GATE® COMMUNITY

Jurisdiction Map

LEGEND

- IOWA COLONY CITY LIMIT

IOWA COLONY ETJ

ALVIN ETJ

ALVIN CITY LIMIT

ALL JURISDICTIONAL LINES ARE APPROXIMATE AND SUBJECT TO CHANGE

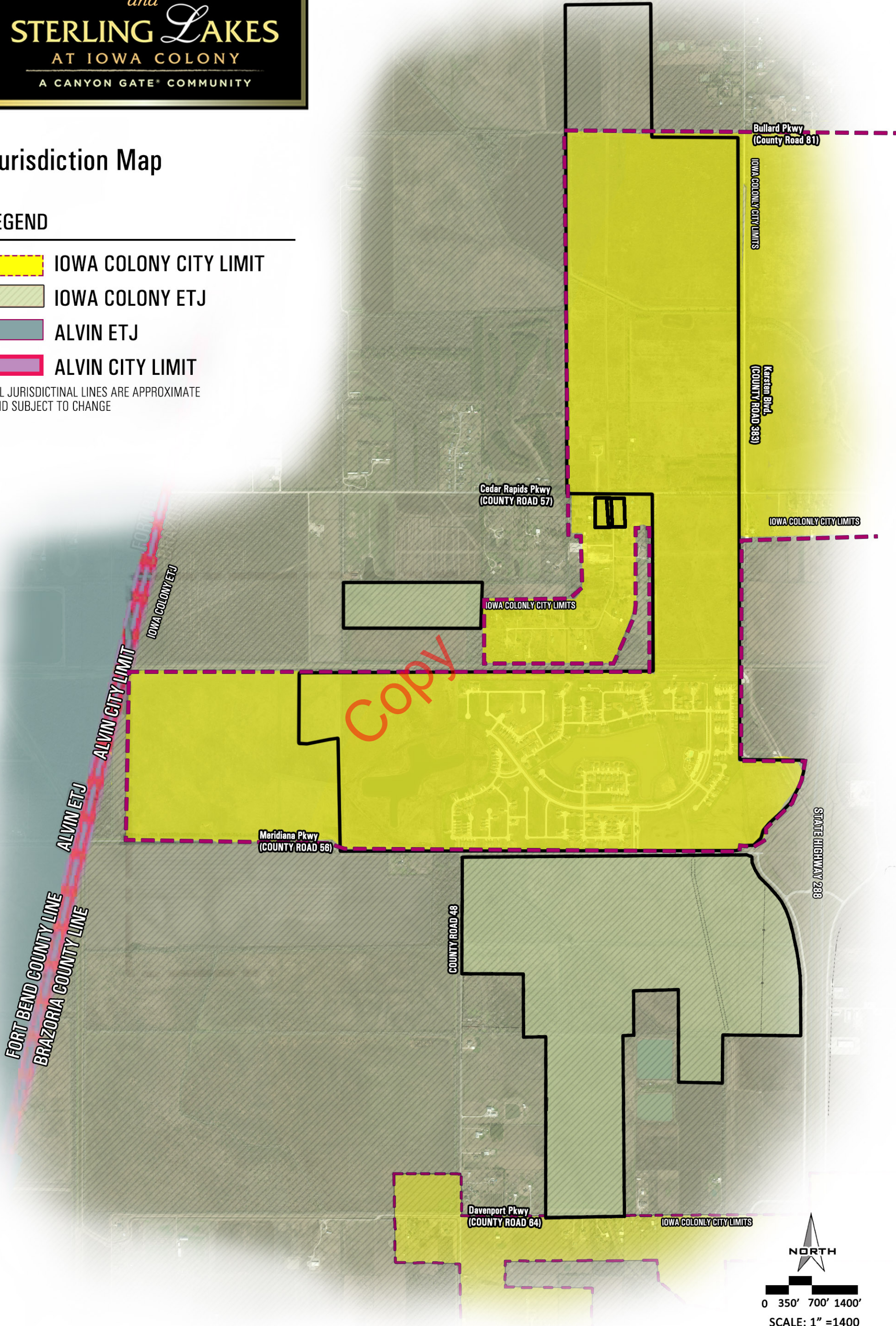


FIGURE 1A

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



SIERRA VISTA  
and  
STERLING LAKES  
AT IOWA COLONY  
A CANYON GATE® COMMUNITY

General Development Plan

LEGEND

1 AREA TYPE # 1 MINIMUM 45' X 110'				
- THE MAXIMUM PERCENTAGE OF LOTS LESS THAN 60 FEET WIDE SHALL NOT EXCEED 65% OF THE TOTAL MAXIMUM NUMBER OF LOTS (MAXIMUM 2,158).				
- LOTS LESS THAN 50' WIDE SHALL NOT BE PERMITTED SOUTH OF MERIDIANA PARKWAY (CR 56).				
LOT SIZE	(A) 45' X 110'	(B) 50' X 110'	(C) 55' X 110'	(D) TOTAL LOTS < 60' X 110'
TOTAL LOTS PERMITTED	NO MORE THAN 808 LOTS PERMITTED	NO MORE THAN 955 LOTS PERMITTED	A+B+C<1,820	1,820 Lots or 65% of Total Lots
PLATTED/EXISTING	478 LOTS	541 LOTS	253 LOTS	1,272 LOTS
MAXIMUM FUTURE LOTS	NO MORE THAN 330 LOTS PERMITTED	NO MORE THAN 414 LOTS PERMITTED	NO MORE THAN 548 <sup>1</sup> LOTS PERMITTED	548 Lots or 65% of Total Lots

Note 1: A + B + C ≤ 548

2 AREA TYPE # 2 MINIMUM 60' X 110'		
LOT SIZE	60' X 110'	>60' X 110'
PLATTED/EXISTING	425 LOTS	169 LOTS
TOTAL MINIMUM	See Note 2	Min. 6% of Total Lots

Note 2: 60' wide lots + lots greater than 60' wide is equal or greater than 35% of total lots.

MAX. FUTURE TOWNHOUSE UNITS  
19.7 AC.@15 DU/AC. = 295 LOTS

- 3 INDICATES PROPOSED DETENTION
- 4 INDICATES PROPOSED CIVIC
- 5 INDICATES PROPOSED COMMERCIAL
- 6 INDICATES PLATTED LOTS
- 7 INDICATES EXISTING LAKES/DETENTION
- 8 INDICATES PRIVATE STREET
- 9 INDICATES PROPOSED SWING
- 10 \* INDICATES PROPOSED GATED ENTRY
- 11 ● INDICATES PROPOSED RECREATION SITE

TOTAL LOTS	
PLATTED/ EXISTING LOTS	1,866 LOTS
PROPOSED MAX. LOTS	934 LOTS
MAX. FUTURE TH LOTS	295 LOTS
TOTAL MAX LOTS	3,095 LOTS

FIGURE 2



SIERRA VISTA

and

STERLING LAKES

AT IOWA COLONY

A CANYON GATE® COMMUNITY

# Contributing Landscape and Open Space Plan

## LEGEND

### REQUIRED OPEN SPACE

ACREAGE	TOTAL %
65 ACRES	5%

OPEN SPACE INCLUDES LANDSCAPE BUFFERS, DETENTION AREAS, GREEN BELTS AND RECREATION SITES.  
(CONTRIBUTING RECREATION SITES SHALL BE ACCESSIBLE FROM A PUBLIC STREET.)

- INDICATES PRIVATE NON-CONTRIBUTING RECREATION SITES
- INDICATES PROPOSED RECREATION SITE MINIMUM 1/4 AC. (SEE NOTE)
- 1/4 MILE RADIUS SERVICE AREA
- PROPOSED PUBLIC PARK NOT INCLUDED IN LANDSCAPE/OPEN SPACE AREA CALCULATIONS
- INDICATES 15' MINIMUM GREENBELT/ LANDSCAPE BUFFER WITH SIDEWALK  
NOTE: 6' MINIMUM SIDEWALK REQUIRED ON ONE SIDE OF THE SPINE ROAD
- INDICATES MINIMUM 5' WIDE PUBLIC STREET SIDEWALK
- LANDSCAPE BUFFERS TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO:  
MINIMUM 15' WIDE AND CONTAINING REQUIRED 1½" CALIPER TREES
- DETENTION LAKE TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO:  
5:1 MAXIMUM SIDE SLOPE, PERMANENT WATER SURFACE AND MINIMUM 6' WATER DEPTH

- Note:  
Recreation sites shall provide a variety of recreational uses- passive and active. At minimum, a recreation site shall include a paved plaza area. The plaza area shall be a minimum of 500 sq.ft. and shall include a decorative paving pattern.
- Each site shall include at least 2 benches, 2 shade trees, a drinking fountain and bicycleparking. Bicycle parking shall include racks or other structures intendedfor parking bicycles, with a minimum of 4 spaces.
- At least 2 parks shall include ball field facilities for informal play, including baseball back stops and soccer goals. At least 1 park shall include a fenced area with double gates for use as a dog park.

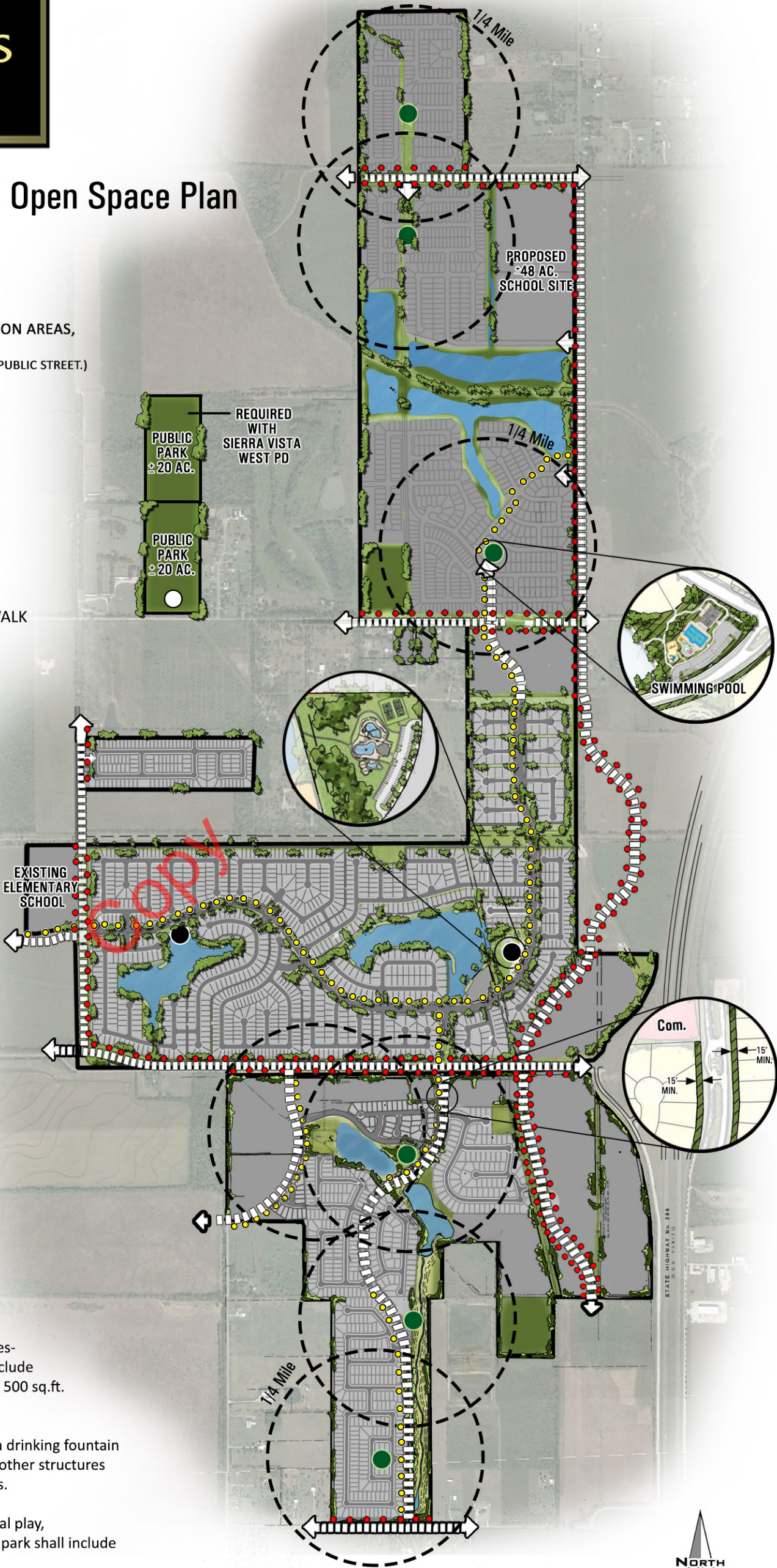


FIGURE 3



SIERRA VISTA  
and  
STERLING LAKES  
AT IOWA COLONY  
A CANYON GATE® COMMUNITY

Thoroughfare Exhibit

LEGEND

- MAJOR ARTERIAL (TO BE WIDENED)

(120' R.O.W. MIN. - 45 M.P.H. DESIGN SPEED)

MAJOR ARTERIAL (PROPOSED)

(120' R.O.W. MIN. - 45 M.P.H. DESIGN SPEED)

MINOR ARTERIAL (PROPOSED)

(120' R.O.W. MIN. - 40 M.P.H. DESIGN SPEED)

MAJOR COLLECTOR

(80' R.O.W. MIN. - 35 M.P.H. DESIGN SPEED)

MAJOR COLLECTOR (PROPOSED)

(80' R.O.W. MIN. - 35 M.P.H. DESIGN SPEED)

MINOR COLLECTOR (PROPOSED)

(80' R.O.W. MIN. - 30 M.P.H. DESIGN SPEED)

SUPER ARTERIAL (PUBLIC)

(S.H. 288, R.O.W. VARIES)
- SPINE ROAD (PRIVATE)

(80' R.O.W. MIN.)

SPINE ROAD (PUBLIC)

(80' R.O.W. MIN.)

SPINE ROAD (PROPOSED)

(80' R.O.W. MIN.)

LOCAL STREET (PUBLIC)

(60' R.O.W. MIN.)

LOCAL STREET (PRIVATE)

(60' R.O.W. MIN.)

\*

GATED ENTRY

SIGNALIZED INTERSECTION

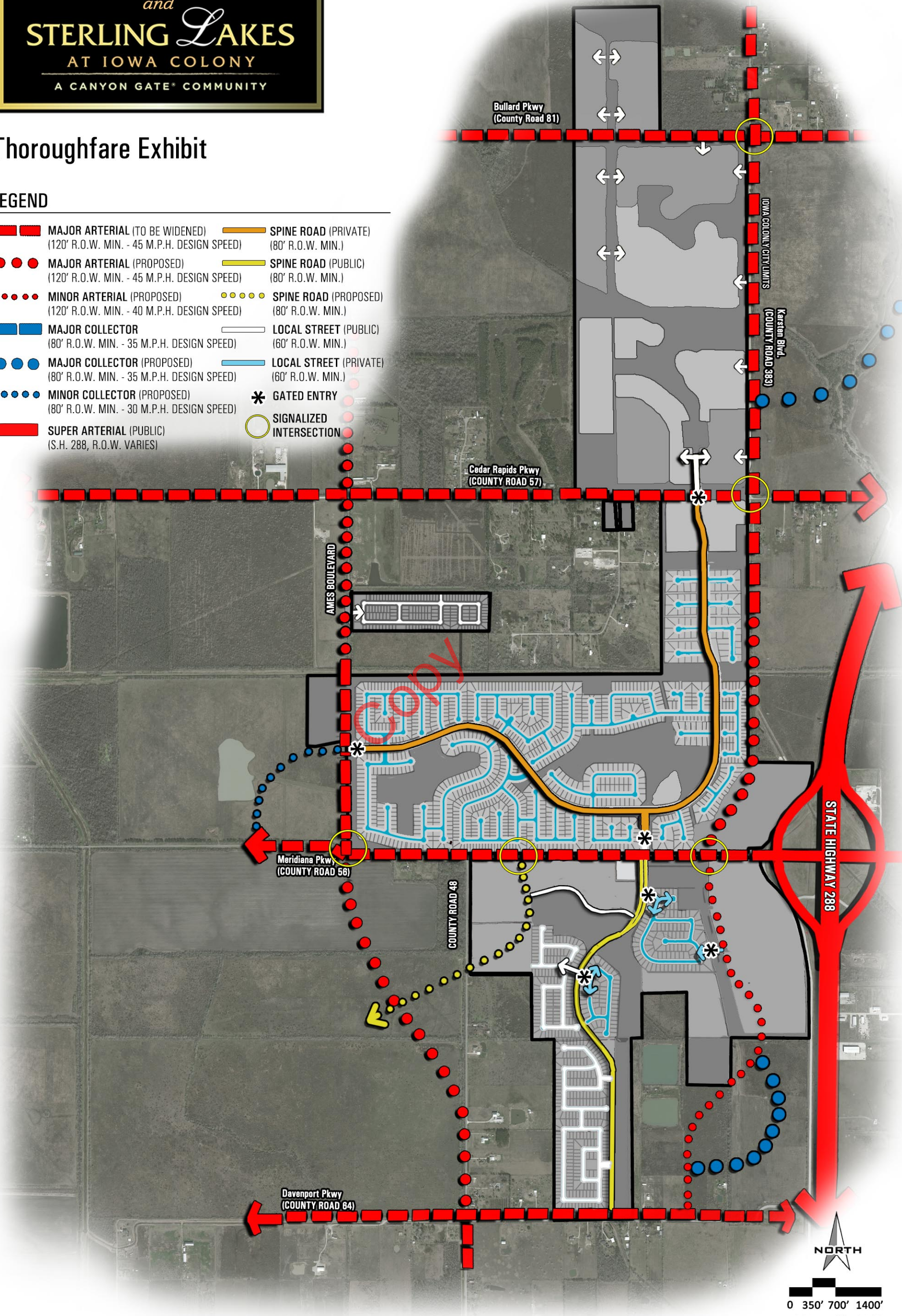


FIGURE 4

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



## SPINE ROAD (DIVIDED) PROPOSED STREET CROSS SECTION

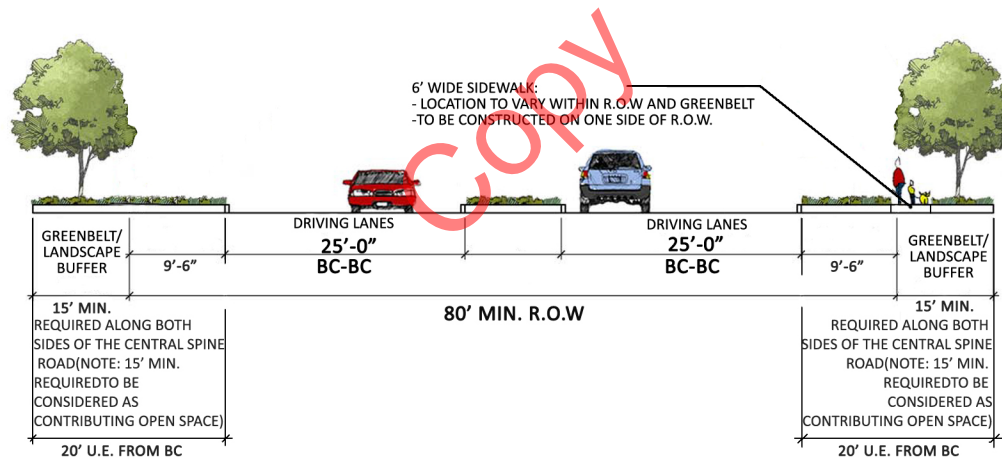


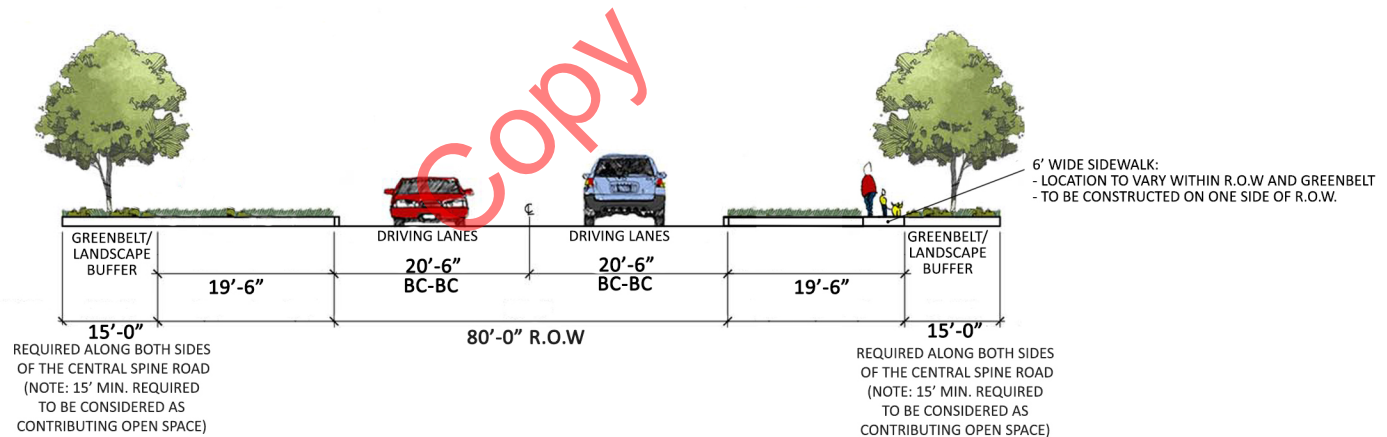
FIGURE 5

0' 5' 10' 15' 20'

SCALE 1" = 20'  
DATE: 05.01.2018



## SPINE ROAD (UNDIVIDED) PROPOSED STREET CROSS SECTION



**FIGURE 6**

0' 5' 10' 15' 20'

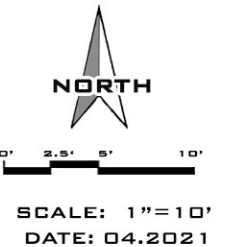
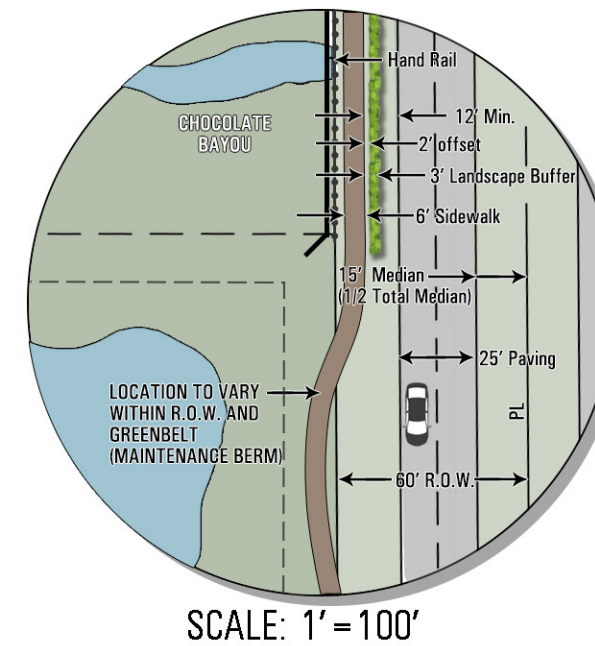
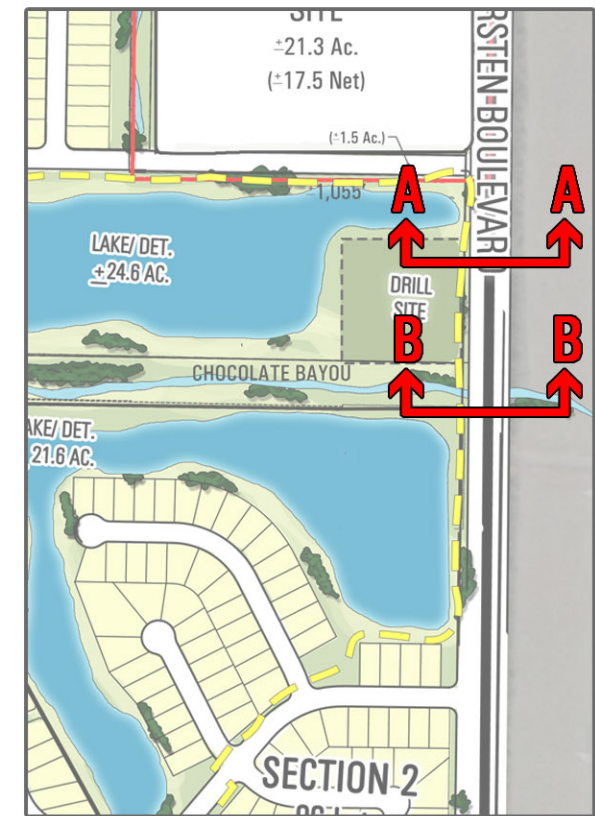
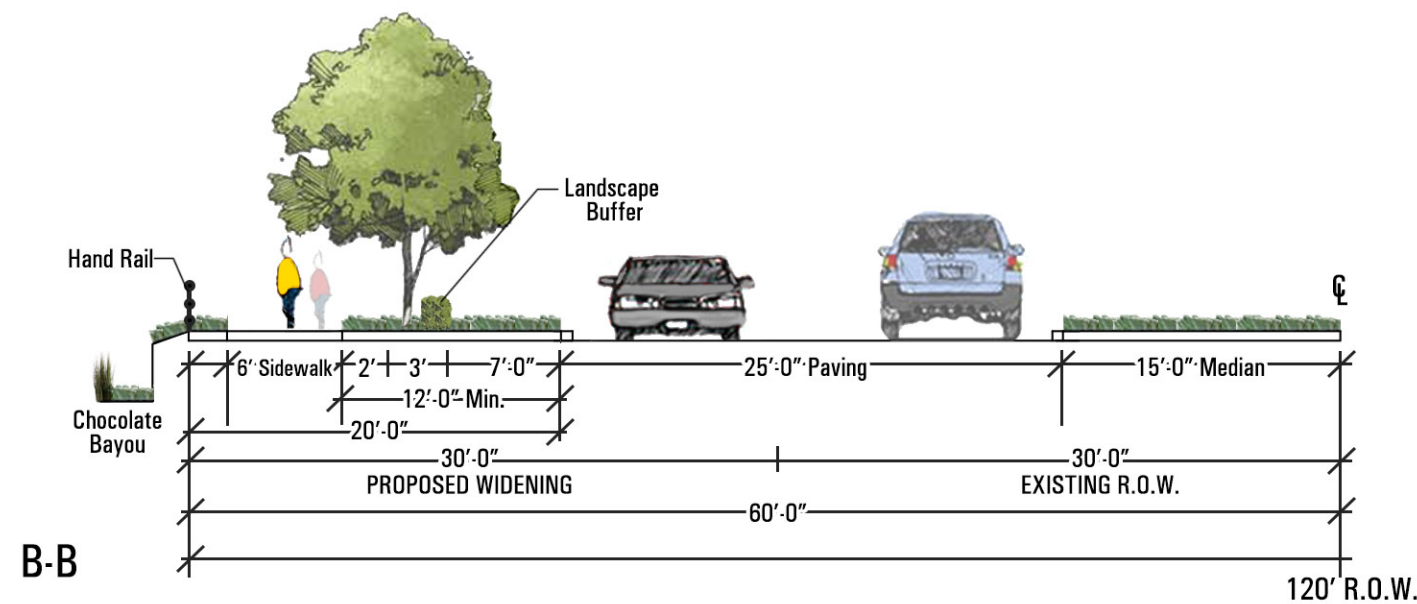
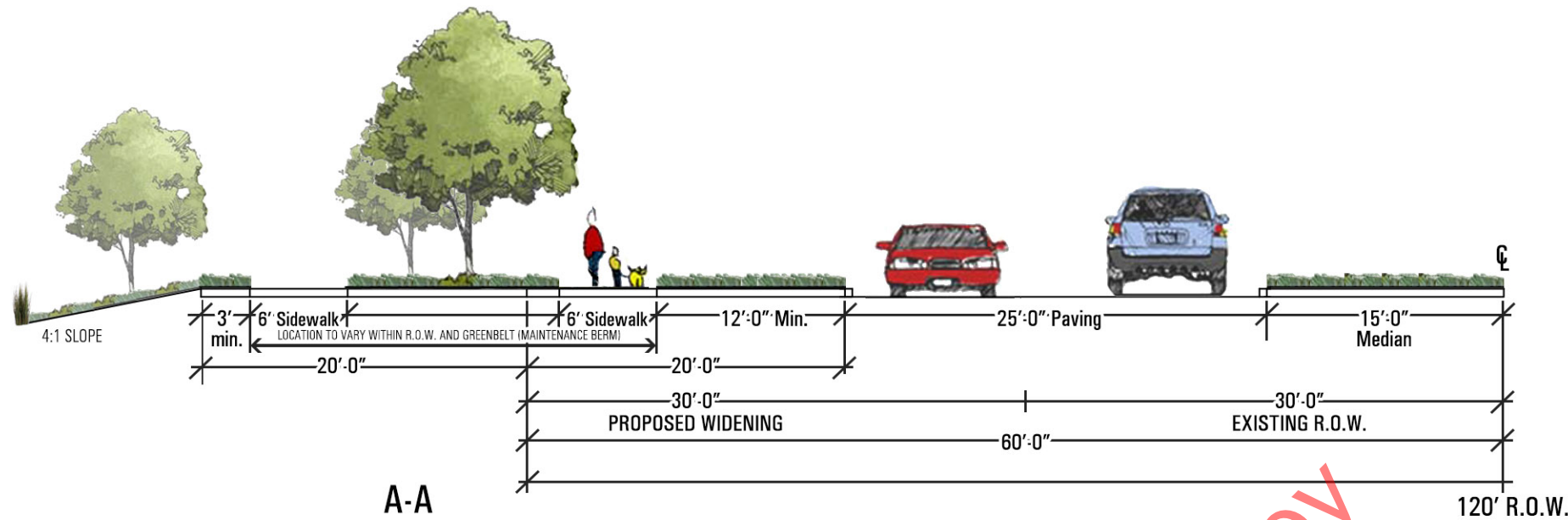
SCALE 1" = 20'  
DATE: 05.01.2018



# Sierra Vista West

## Pedestrian Cross-Section and Detail

FIGURE 7







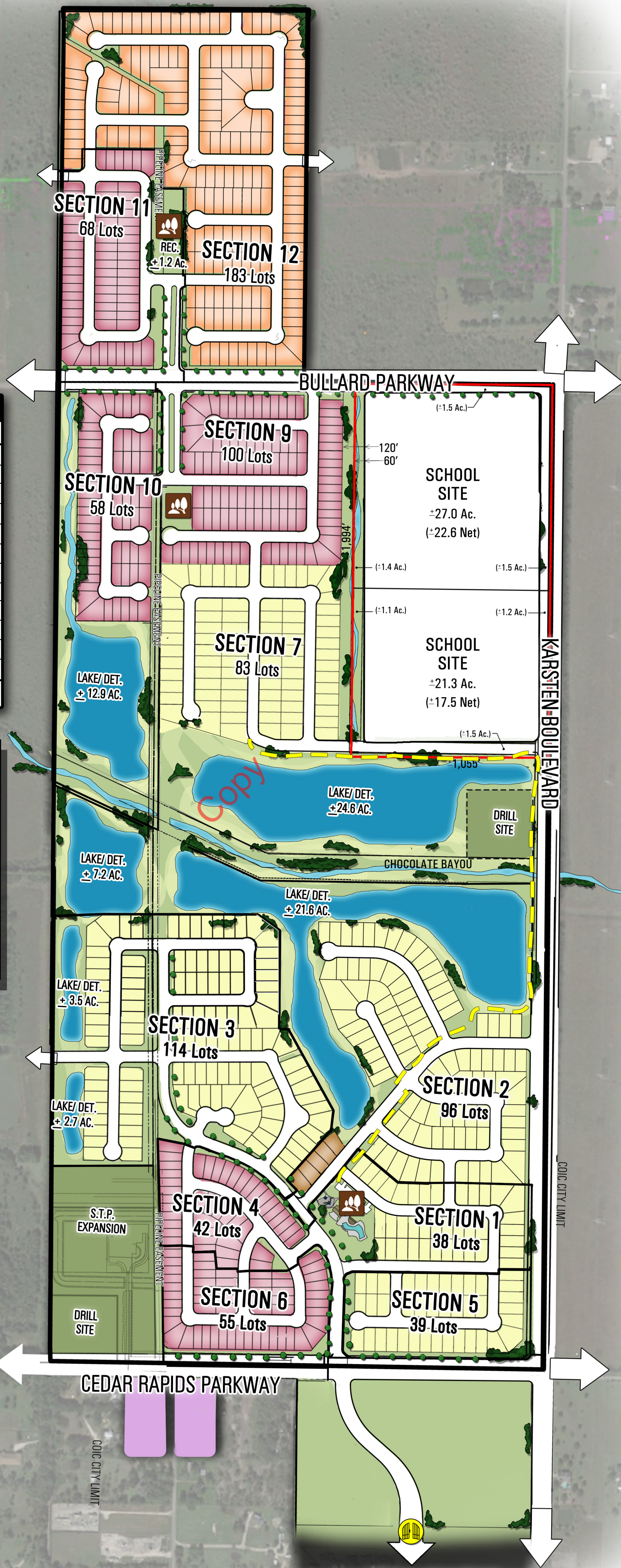
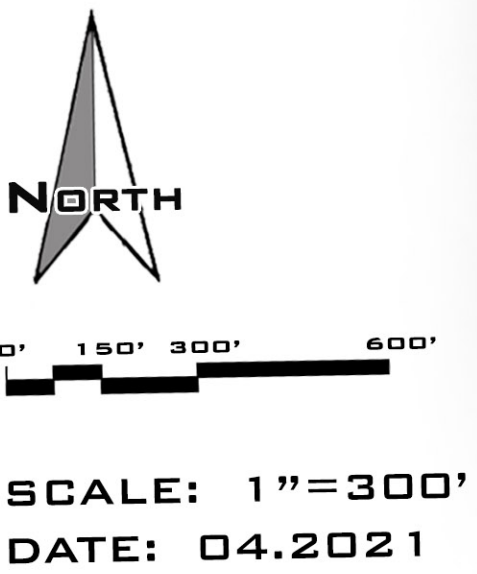
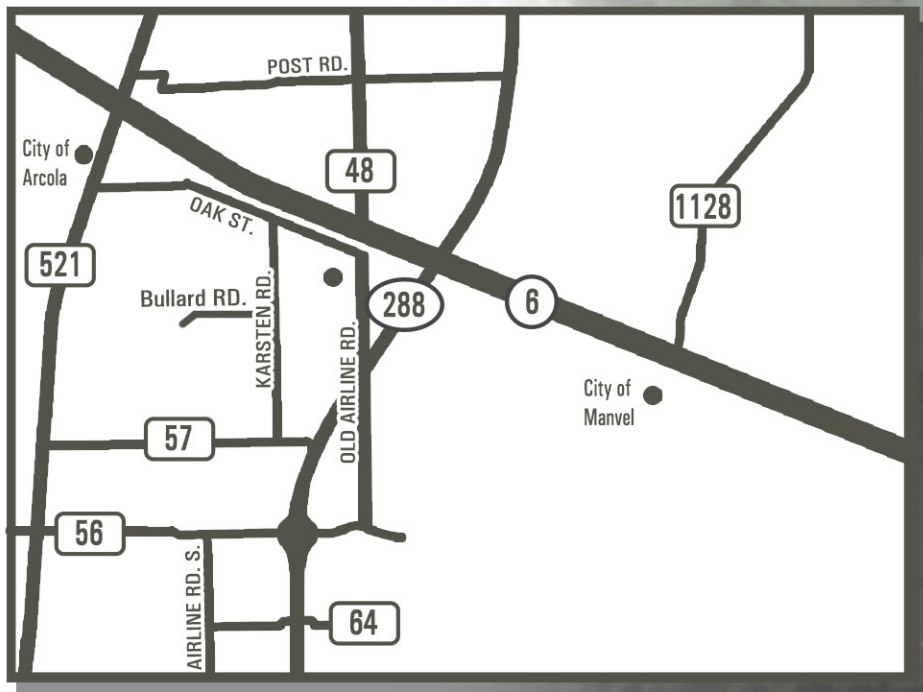


# Sterling Lakes North

LOT TABLE						
	45's	50's	55's	60's	>60'	TOTAL
Section 1				38		38
Section 2				91	5	96
Section 3				114		114
Section 4	42					42
Section 5				39		39
Section 6	55					55
Section 7				83		83
Section 9	100					100
Section 10	58					58
Section 11	68					68
Section 12		183				183
TOTAL	323	183	0	365	5	876

## LEGEND

- |   |                         |
|---|-------------------------|
|  | FUTURE LOTS             |
|  | CIVIC                   |
|  | GATED ENTRY             |
|  | NEIGHBORHOOD PLAYGROUND |



## FIGURE 8

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ORIGINAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



# SIERRA VISTA and STERLING LAKES AT IOWA COLONY A CANYON GATE® COMMUNITY

## Phasing Plan

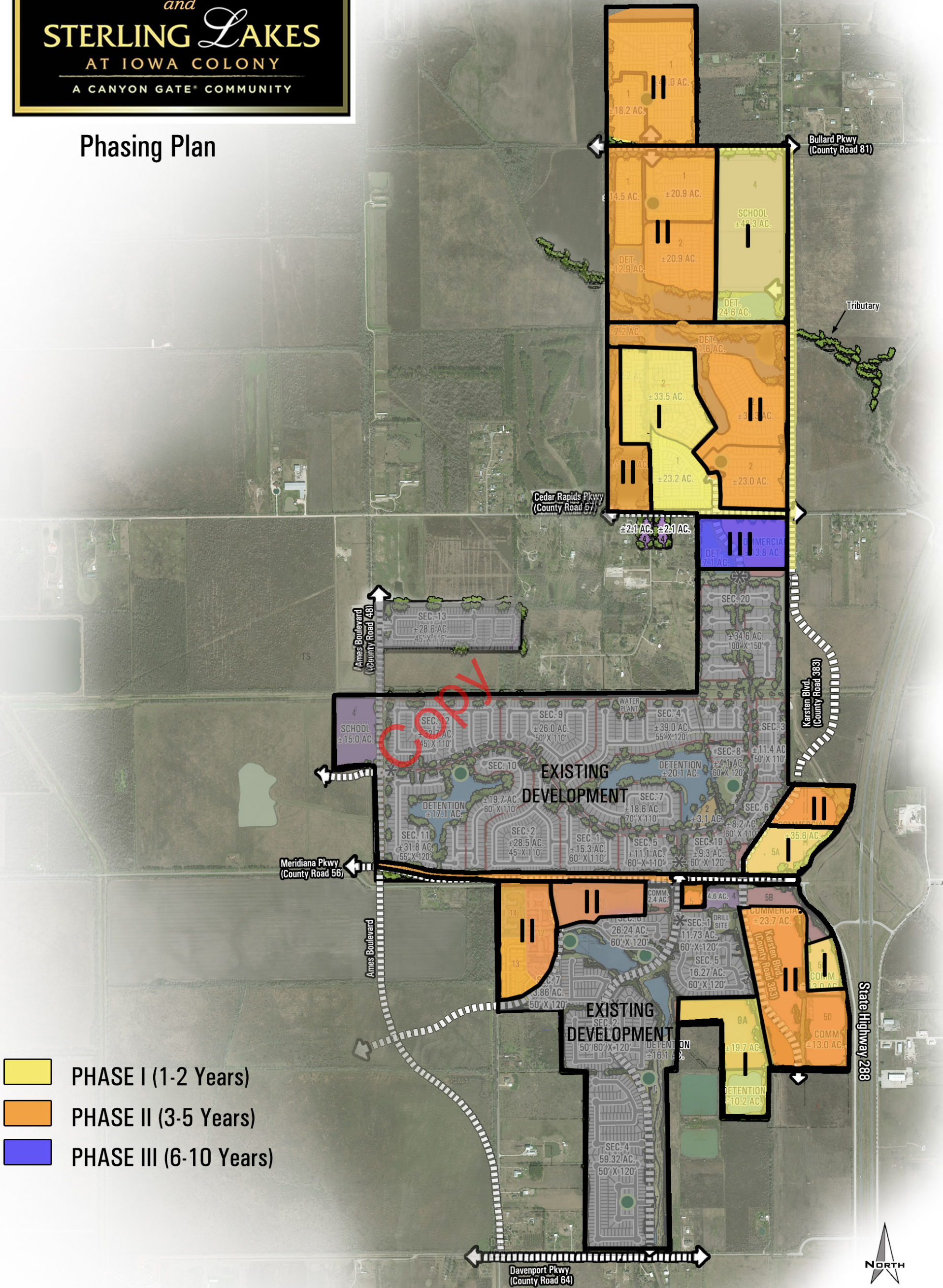


FIGURE 9



Lot Count and Contributing Open Space

STERLING LAKES				Area Type # 1			Area Type # 2				
				Area Type # 2							
Section	Section AC.	# of Lots	Lot Width	45	50	55	60	65	70	100	Open Space (AC.)
1	15.30	62	60				62				1.80
2	28.50	146	45	146							0.97
3	11.40	56	50		56						1.81
4	39.00	153	55			153					0.51
5	11.10	40	60				40				1.78
6	8.20	23	60				23				0.75
7	18.60	59	70						59		2.31
8	4.10	17	60				17				0.14
9	26.00	117	50		117						0.69
10	19.70	75	60				75				0.60
11	31.80	100	55			100					3.79
12	32.70	175	45	175							1.63
13	28.60	157	45	157							6.12
19	9.30	24	60				24				2.12
20	34.60	78	100							78	3.72
Rec. Site	6.37	0	N/A								6.37
C.O.S./Detention	23.34	0	N/A								23.34
TOTAL	348.61	1282		478	173	253	241	0	59	78	58.45

% Open Space/Sec. Ac.

16.77%

STERLING LAKES NORTH				Area Type # 1			Area Type # 2				Open Space (AC.)
Section	Section AC.	# of Lots	Lot Width	45	50	55	60	Lots Greater than 60			
1	13.98	38	60				38	65	70	100	0.22
2	24.5	96	60				91	5			0.37
3	41.55	114	60				114				1.87
4	11.07	42	45	42							1.65
5	1.77	39	60				39				1
6	12.19	55	45	55							1.37
7		83	60				83				1.18
		0	50								
9	36.3	100	45	100			0				0.23
10	30.1	58	45	58							0.6
11	17.2	68	45	68							1.9
12	50	183	50		183						1.6
Rec. Site											3
C.O.S./Detention											84.4
TOTAL	238.66	876		323	183	0	365	5	0	0	99.39

% Open Space/Sec. Ac.

41.65%

SIERRA VISTA				Area Type # 1			Area Type # 2				
									Lots Greater than 60		
Section	Section AC.	# of Lots	Lot Width	45	50	55	60	65	70	100	Open Space (AC.)
1	11.73	35	60				35				0.879
2	71.84	176	50/60		121		55				30.146
3	20.72	32	70				0		32		10.375
4	59.32	234	50		234					0	5.83
5	16.27	59	60				59				0.34
6	26.24	35	60				35				14.61
7	3.86	13	50		13						0.75
TOTAL	209.98	584		0	368	0	184	0	32	0	62.93

% Open Space/Sec. Ac.

29.97%

Area Type # 1			Area Type # 2		
				Lots Greater than 60	



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,  
ESTABLISHING A FEE SCHEDULE; AND RELATED PROVISIONS.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

1. The attached City of Iowa Colony Fee Schedule is hereby adopted and ordained, and the fees therein stated are hereby established and required to be paid. Any reference in any other ordinance, policy, or other source to a fee schedule or fee ordinance of the City shall refer to this ordinance and the schedule hereby adopted.
2. This ordinance supersedes any prior fee schedules of the City. However, this ordinance shall not impair, supersede, or excuse any other or different fees not listed in the attached fee schedule.
3. 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.
4. This ordinance shall be effective immediately upon its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CITY OF IOWA COLONY, TEXAS

BY: \_\_\_\_\_  
MICHAEL BYRUM-BRATSEN, MAYOR

ATTEST:

\_\_\_\_\_  
KAYLEEN ROSSER,  
CITY SECRETARY



Revisions for 4-19-21 are shown in yellow on this version but will be black and white upon passage of the ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, FOR THE PURPOSE OF REGULATING MOBILE FOOD UNITS; REQUIRING PERMITS; PROVIDING A PENALTY OF UP TO \$2,000 PER DAY FOR A VIOLATION OF THIS ORDINANCE; WITH RELATED PROVISIONS.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:**

**SECTION A. Adoption and Amendment of Regulations of Mobile Food Units.**

The Regulations of Mobile Food Units attached hereto as Exhibit “A” are hereby adopted, ordained, and incorporated herein in full.

**SECTION B. GENERAL.**

**1. Conflicts in Terms.**

In the event of a conflict of terms within this ordinance or between this ordinance and any other ordinance or other law, the more restrictive provision shall govern and control.

**2. Effect of Ordinance.**

This ordinance shall not be construed to relieve or lessen the responsibility of any person owning, operating, or controlling any mobile food unit for any damages to persons or property, nor shall the City Council, the City, its agents or representatives assume any such liability by reason of these regulations or the inspections authorized by this Code or any permits or certificates issued under this ordinance.

**3. References to Ordinance**

Any reference herein to this Ordinance shall also refer to all regulations adopted by this Ordinance.

**4. Offenses, Penalties, and Remedies.**

a. Any references in this ordinance to “the penalty provisions of this ordinance” or similar phrases shall refer to this section and the penalties herein.

b. Any person who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000.00.

c. Any person who violates any provision of this Ordinance, but does so neither intentionally, knowingly, recklessly, nor with criminal negligence, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00.



d. Each day or portion of a day a violation continues, occurs, or recurs shall constitute a separate offense.

e. The City shall have the right to enforce this Ordinance by injunction and by other actions in a civil court and/or by any and all remedies from any and all sources.

f. All rights and remedies of the City provided in this Ordinance shall be cumulative of all other rights and remedies provided herein, by other ordinances, or by any applicable law. Furthermore, the exercise of one right or remedy by the City shall not be construed as an election of remedies and shall not impair any other right or remedy of the City. The City may exercise any right or remedy herein either alone or together with any other right or remedy under this ordinance, any other ordinance, or any applicable law. Without limiting the generality of the foregoing, pursuing or receiving any civil remedy for any violation of this ordinance shall not preclude the pursuit or receipt of any criminal penalty for any violation hereof.

#### **5. Nonwaiver.**

The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy under this Ordinance or any other law concerning utilities shall never be construed as a waiver of the City's right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

#### **6. Nonwaiver of Immunity.**

Nothing in this Ordinance or in any other law shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or its officers, agents, employees, or representatives.

#### **7. Nonliability.**

Neither the City, nor its officers, employees, agents, or representatives shall be liable to any person, other than the City, for any act, omission, or condition in any way concerning this ordinance or the subject matter hereof.

#### **8. Severability.**

In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Iowa Colony Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.



**9. Amendment of Food Truck Ordinance.**

This Ordinance amends the Food Truck Ordinance, No. \_\_\_\_\_. Subject to this amendment, the Food Truck Ordinance shall remain in full force and effect. However, the Food Truck Ordinance as it existed immediately before the passage of this amendment shall remain in full force and effect as to any violations accruing before this Ordinance takes effect.

**10. Effective Date.** This ordinance shall take effect as of the date of its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON **APRIL 19, 2021.**

PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON **MAY 17, 2021.**

Copy

\_\_\_\_\_  
MICHAEL BYRUM-BRATSEN,  
MAYOR

ATTEST:

\_\_\_\_\_  
KAYLEEN ROSSER, CITY SECRETARY



EXHIBIT “A”

REGULATIONS OF MOBILE FOOD UNITS

Copy



## MOBILE FOOD UNITS.

### Sec. 1. - Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Code Official* means the Enforcement Officer, the Code Officer, the Building Official, or anyone fulfilling the duties of the any of those persons on either a temporary or permanent basis, any peace officer of the City, or any designee of the City Manager.

~~*Mobile* means the state of being in active, but not necessarily continuous, movement.~~

*Mobile food unit (MFU)* means a vehicle mounted, self or otherwise propelled, self-contained food service operation that is manufactured, modified, designed, or used to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve, or sell food. Mobile units must completely retain their ability to move at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is also classified as an MFU.

*Mobile food unit permit, MFU permit or permit* means a permit issued by the city to operate a mobile food unit in the city in accordance with the provisions of this division.

*Operator* means an individual who is designated by an applicant for a permit or a permit holder to supervise the operation of a mobile food unit.

*Permit holder* means a person who has been issued a mobile food unit permit.

*Servicing record* means a record that is issued to a permit holder by a central preparation facility, other fixed food services establishment or servicing area that serves as the MFU's base of operation and that documents all of the MFU's visits to such central preparation facility, other fixed food services establishment or servicing area.

*Stationary location* means the position of the mobile food unit when not in motion and addressing the public for the purpose of selling or offering food for sale.

*Temporary mobile food unit permit* shall mean a permit for any Mobile Food Unit that operates at a fixed location for not more than 3 consecutive days in conjunction with a single event or celebration. Each Mobile Food Unit shall constitute a stand-alone unit that requires a separate permit under this article. For the purpose of this definition, an "event" or "celebration" shall mean a gathering of persons at a private event, festival, bazaar, carnival, circus, public exhibition, or sporting event. All rules and regulations in this ordinance shall apply to the Mobile Food Units that request a temporary food permit.



## Sec. 2. - Prohibited conduct.

A person is prohibited from engaging in the following conduct within the city:

- (1) Operating a mobile food unit without a valid and current mobile food unit permit;
- (2) Operating a mobile food unit that does not comply with all applicable laws, including the requirements of this ordinance;
- (3) Selling or offering for sale food not described in the mobile food unit permit from a mobile food unit;
- (4) Storing, preparing, displaying or serving food outside of the mobile food unit itself;
- (5) Selling food from outside of the mobile food unit itself;
- (6) Operating a mobile food unit that is not readily moveable at all times;
- (7) Altering, removing, attaching, adding or changing anything in, under, or upon the mobile food unit that would prevent or otherwise reduce ready mobility;
- (8) Operating a mobile food unit without a valid servicing record;
- (9) Issuing a servicing record for a mobile food unit without first verifying that such mobile food unit has complied with all servicing requirements;
- (10) Presenting or issuing a false, fraudulent, or untruthful servicing record for the purpose of demonstrating compliance with the requirements of this ordinance;
- (11) Transferring, assigning or attempting to transfer or assign a permit;
- (12) Parking a mobile food unit on any highway, street, roadway, sidewalk or any area between a street and a sidewalk or other public right-of-way without the express written permission of the person that controls such highway, street, roadway, sidewalk or other public right-of-way; or
- (13) Locating a mobile food unit on a common or shared driveway or parking area if it prevents the use of such driveway or parking area by a person entitled to use the driveway or parking area, provided that it shall be an affirmative defense to prosecution that the individual who is prevented from using such driveway or parking area located or caused to be located such mobile food unit on the premises.
- (14) No Mobile Food Unit shall set up within 500' ft of a permitted food establishment.

*Exceptions:* In the area described by subsections A.4, A.5, A.6, and A.7 in the Zoning Ordinance, **provided that the permit application must include** a plan describing that a Mobile Food Unit will be used for the event, quantity of units, and hours of operations with a map to where the units will set up.

- At a special event that has been issued a special event permit by the city;
- Within a park, athletic field, or any part thereof, provided that the operation of a mobile food unit within such park or athletic field is authorized by a park use permit issued by the city;



- At an event that is sponsored or co-sponsored by the city with the written authorization of the city manager or his designee; and
- At an event sponsored by, or on behalf of, a property owners' association or homeowner's association at such association's community facility located in a residential subdivision.

(15) No person shall participate in any way in operating a food truck or in causing a food truck to be operated in violation of any provision of this ordinance.

### **Sec. 3. - General requirements.**

- (a) A permit holder or operator shall be present at the mobile food unit during all hours of the MFU's operation in the city.
- (b) A permit holder or operator shall store, prepare, display, serve, or sell food on or in the MFU itself.
- (c) *Except* as provided in subsection (d) of this section, a permit holder shall notify the code official in writing, during the term of the permit, of any change to the information submitted in the permit holder's application for a permit, including, but not limited to, a change in the name, address, or telephone number of the permit holder or operator within ten calendar days of such change.
- (d) A permit holder shall provide written notice to the code official at least two business days before beginning operations at or relocating operations to any location not currently included in its application for a permit.
- (e) A mobile food unit permit is not transferable. A change of ownership of a mobile food unit, including a change of the legal form of the entity, shall require submission of a new application for a mobile food unit permit and inspection of the mobile food unit. A mobile food unit permit shall become void upon the closing of the sale of the mobile food unit for which a permit was issued.
- (f) A permit holder shall maintain a mobile food unit for which a permit has been issued in working order for the duration of the permit.

### **Sec. 4. - Applications for mobile food unit permits.**

A person seeking to operate a mobile food unit in the city shall submit an application for a mobile food unit permit to the code official in an application form provided by the code official accompanied by the payment of a fee in the amount specified in a resolution adopted by the city council establishing a schedule of fees. The application shall include the following information:

- (1) The name, address, telephone number, and email address of the applicant, provided that if the applicant is an entity other than a human, the following information shall also be provided:
  - a. The legal name of the entity;
  - b. The full name and address of each director, officer, owner, member, manager, governing person, and shareholder or if the corporation has more than five



shareholders, the full name and address of at least five shareholders with the most shares;

- c. If the entity is a partnership, the full name and address of each partner, whether that partner is a general or limited partner, and the type of partnership;
  - d. If the entity is an unincorporated association, the full name and address of each associate, member, officer, and governing person of such association;
  - e. Proof of the entity's form and current status, including, but not limited to:
    - 1. A current and valid certificate of existence or certificate of authority from the state office of the secretary of state;
    - 2. A current and valid certificate of good standing from the state comptroller of accounts;
    - 3. All assumed names used and copies of all filings related to such names from the county clerk's office;
    - 4. A certificate of incorporation or certificate of formation; and
    - 5. If applicable, a determination letter issued by the Internal Revenue Service; and
  - f. The entity's federal tax identification number;
- (2) A copy of the applicant's valid and current driver's license;
  - (3) If the applicant will designate an operator to supervise the operation of the MFU, the name, address, telephone number, and email address of the operator, and a copy of the operator's valid and current driver's license;
  - (4) The applicant's sales tax number and a copy of the applicant's sales tax permit;
  - (5) A certificate of title showing the current true ownership of the mobile food unit, and if the applicant is not the owner of the mobile food unit, a copy of a written and notarized statement from the owner authorizing the applicant to operate the mobile food unit;
  - (6) The vehicle identification number, license plate number, and proof of vehicle registration;
  - (7) A copy of the applicant's liability insurance policy, insurance endorsement, or evidence of self-insurance on the MFU;
  - (8) A copy of a current and valid food protection manager certification for the manager of the MFU;
  - (9) A written standard operation procedure of how the applicant plans to operate the mobile food unit, that includes, but is not limited to, whether food will be prepackaged, hours of operation, methods of serving food to customers, the MFU's waste water disposal site and process, and other servicing operations details;
  - (10) Plans drawn to reasonable scale that clearly specify and address the proposed layout of the MFU, the identity, number, and capacity of food equipment, the location and sizes of plumbing fixtures and connections, food preparation, storage, and service window areas, construction material of the inside of the MFU, and location of the LP-gas appliances, LP-gas container storage, and fire extinguishers;



- (11) A description or menu of the types of food that the applicant proposes to sell or offer for sale from the mobile food unit;
- (12) The location(s) where the mobile food unit will be in operation and a site plan drawn to reasonable scale showing the location of the mobile food unit on the parcel on which it will be placed and the distance from any building, vehicle, or structure from each edge of the MFU when parked;
- (13) Proof of ownership of a central preparation facility, other fixed food establishment or service area, as applicable, or if the applicant is not the owner of the central preparation facility, other fixed food establishment or service area, a signed and notarized statement on the letterhead of the central preparation facility, other fixed food establishment or service area, as applicable, authorizing the applicant to use the central preparation facility, other fixed food establishment or service area as its base of operation;
- (14) If the central preparation facility, other fixed food establishment or service area that the applicant proposes to use as its base of operation is located outside the jurisdiction of the city, a copy of the most current health inspection report obtained from the regulatory authority having jurisdiction over such central preparation facility, other fixed food establishment or service area;
- (15) For a mobile food unit that will be operated on private property, proof of ownership of the property or, if the applicant is not the owner of the property, a signed and notarized written statement from the property owner or the property owner's authorized agent granting the applicant permission to operate a mobile food unit on the property;
- (16) For a mobile food unit that will operate at one location for more than two hours, a signed and notarized statement from the owner or the authorized agent of the owner of a business establishment with a restroom with a flushable toilet, a hand wash sink with hot and cold running water, and soap and hand-drying provisions, located within a reasonable distance from the location where the mobile food unit will be in operation, granting employees of the mobile food unit permission to use such restroom during the business establishment's hours of operation or documentation providing an alternative proposal to satisfy the requirements of this subdivision;
- (17) A description of the signage that will be affixed on the mobile food unit; and
- (18) Any other information that may be requested by the code official to fully evaluate and review the application.

## **Sec. 5. - Review and approval of applications**

- (a) Upon receipt of a complete application for a permit, the code official will review the application and grant a mobile food unit permit, unless one or more of the following conditions is met:
  - (1) The application contains false or misleading information, or required information is omitted;
  - (2) The application or the mobile food unit does not comply with all applicable laws, including the requirements of this ordinance; or



- (3) Operation of the mobile food unit constitutes a substantial hazard to public health or public safety.
- (b) Notwithstanding any provision contained in this division, the code official may grant a permit for a MFU that generally complies with the requirements of this division, provided that:
  - (1) The code official notifies the applicant, in writing, of the deficiencies in the applicant's application for a permit before the permit is issued;
  - (2) The application does not contain false or misleading information, or omit required information; and
  - (3) Operation of the mobile food unit will not constitute a substantial hazard to public health or public safety.

#### **Sec. 6. - Suspension of permits**

- (a) The code official may, without warning, notice, or hearing, suspend a mobile food unit permit if one or more of the following conditions are met:
  - (1) The permit holder or the mobile food unit does not comply with all applicable laws, including the requirements of this ordinance;
  - (2) Operation of the mobile food unit constitutes a substantial hazard to public health or public safety;
  - (3) The permit holder violates the terms and conditions of any written statement submitted to the code official under subsections 4(5) (authorization to operate MFU), (13) (base of operation authorization); (15) (private property authorization); or (16) (restroom authorization); or
  - (4) A food service establishment permit issued, by the city or the applicable regulatory authority, to a central preparation facility, other fixed food establishment or a servicing area that serves as the base of the MFU's operation is suspended or revoked.
- (b) Upon suspension of a mobile food unit permit, the code official shall notify the permit holder or the operator, in writing, of the suspension and the reason(s) for such suspension. A permit holder whose permit is suspended shall immediately cease operating the mobile food unit for which a permit has been suspended.
- (c) The code official may terminate the suspension at any time if the reasons for suspension no longer exist.

#### **Sec. 7. - Revocation of permits**

The code official may revoke a mobile food unit permit if one or more of the following conditions are met:

- (1) One or more of the conditions set forth in section 6 is met;



- (2) Repeated violations of any applicable laws, including the requirements of this ordinance; or
- (3) Interference with the city in the performance of its duties.

#### **Sec. 8. - Notice of denial or revocation of applications or permits**

The code official shall provide notice, in writing, of the denial or revocation of an application filed or a permit issued pursuant to this division, and shall include the reason(s) for such denial or revocation.

#### **Sec. 9. - Appeal of denial, suspension or revocation of permits**

An applicant or a permit holder, as applicable, may appeal to the City board or commission that hears appeals of decisions of City officials under the Uniform Development Code the code official's decision to deny, suspend, or revoke an application filed or a permit issued, as applicable, by providing a written notice of appeal to the city secretary within ten days of the date of notice of such decision. A decision by that board or commission shall be final.

#### **Sec. 10. - Display of permits**

A mobile food unit permit issued under this division shall be displayed, at all times, on each mobile food unit for which a permit is issued in a conspicuous place where the permit can be read by the general public.

#### **Sec. 11. - Duration and renewal of permits**

- (a) A mobile food unit permit shall be valid for 12 months from the date the permit is issued.
- (b) A permit holder that desires to renew a valid permit may submit to the code official, at least 30 days before the date the permit expires or within 30 days after the date the permit expires, an application for the renewal of a permit containing the information set forth in section 4 and a renewal fee in the amount specified in a resolution adopted by the city council establishing a schedule of fees.
- (c) A temporary mobile food unit permit shall be valid for no more than 3 consecutive days and only to set up at a location for an event or celebration described in the definition of "temporary mobile food unit permit" in this ordinance.

#### **Sec. 12. - Zoning regulations**

A person who operates a mobile food unit within the city shall comply with the zoning regulations for mobile food units set forth in Sections 71(d) or 73(c) of the Iowa Colony Zoning Ordinance or any other applicable section or law.

#### **Sec. 13. - Inspection of mobile food units**

- (a) An applicant for a mobile food unit permit or renewal of a permit, as applicable, shall deliver or cause to be delivered the mobile food unit for which a permit is sought to a location



designated by the code official for an inspection and shall pay an inspection fee in the amount specified in a resolution adopted by the city council establishing a schedule of fees.

- (b) Prior to the approval of an application for a permit or an application for the renewal of a permit, the code official will inspect the mobile food unit to determine compliance with the requirements of this ordinance and applicable city ordinances.
- (c) At the time of the inspection, the mobile food unit shall be completely operable and in full working order.

#### **Sec. 14. - Food safety requirements**

Except as otherwise provided in this ordinance, a person operating a mobile food unit within the city shall comply with the regulations applicable to mobile food units contained in Chapter 228 of the Texas Food Establishment Rules, 25 TAC §228, as adopted and amended in section 1.

#### **Sec. 15. - Fire safety requirements**

- (a) A person operating a mobile food unit within the city shall comply with the requirements of this section.
- (b) The provisions applicable to mobile food units contained in the Fire Code of the City of Iowa Colony, Texas, as adopted and amended in Chapter 3 section 319 of the 2018 International Fire Code shall apply to a mobile food unit operating within the city.
- (c) For a mobile food unit that utilizes liquefied petroleum (LP) gas, the following requirements shall apply:
  - (1) The mobile food unit shall not be located or operated within 15 feet of another mobile food unit, a vehicle, or a structure;
  - (2) The mobile food unit shall be limited to a maximum of one individual LP-gas container with a maximum capacity of 100 pounds aggregate water capacity;
  - (3) The mobile food unit's LP-gas supply system, including the LP-gas container, shall be installed either on the outside of the MFU or in a storage compartment inside the MFU, provided that such system shall be accessible from and vented to the outside, with the vents located near the top and bottom of the storage compartment and shall be located three feet horizontally, when measured from any opening into the MFU below the vents;
  - (4) The LP-gas container shall be mounted securely on the MFU or within a storage compartment, in an upright position, in a manner as not to fall over, and in a manner that reduces the exposure of the LP-gas container to vehicle impact;
  - (5) LP-gas containers shall not be located on the roof of the MFU, ahead of the front axle, beyond the rear bumper, below the lowest part of the mobile food unit frame, or inside truck beds or passenger compartments of the MFU; and
  - (6) All LP-gas container valves, appurtenances, and connections shall be protected to prevent damage.
- (d) An approved 2A-10BC fire extinguisher, with current inspection and service tags, shall be properly mounted in a readily accessible location within the mobile food unit.



- (e) If cooking with grease within the mobile food unit, an approved Class K fire extinguisher, with current inspection and service tags, shall be properly mounted in a readily accessible location within a mobile food unit.
- (f) A "No Smoking" sign shall be posted next to the order window or area or near any LP-gas container.
- (g) A Type 1 hood and approved fire suppression system shall be installed on a mobile food unit that produces grease laden particles within the mobile food unit.
- (h) Except as provided herein, use of permanent extension cords is prohibited. Use of a permanent extension cord is allowed for a small and relocatable portable appliance such as a fan, power tool or similar appliance, provided that such extension cord shall not be affixed to structures, extended through walls, ceilings or floors or under doors or floor coverings or in areas where such extension cord would be subject to environmental or physical impact that could create an electrical hazard. Appliances such as refrigerators are not considered to be small and relocatable appliances regardless of the size of the appliance.
- (i) Any cooking appliance in the MFU shall be listed and labeled for its intended use and shall be used only in accordance with such intended use.

#### **Sec. 16. - Servicing records**

- (a) The owner or operator of a central preparation facility, other fixed food establishment or servicing area from which a mobile food unit operates shall issue and maintain servicing records for each mobile food unit for which a permit is issued in a manner and form prescribed by the code official for a period of one year from the date of servicing or until retrieved by the code official, whichever comes first.
- (b) A permit holder shall keep and maintain, in the MFU, servicing records for each MFU for which a permit is issued for a period of one year from the date of servicing.
- (c) The code official may promulgate rules and procedures regarding maintenance of servicing records by a central preparation facility, other fixed food establishment, servicing area, and permit holder.
- (d) Servicing records maintained under subsections (a) and (b) of this section shall be made available to any peace officer or the code official for inspection and copying during the normal business hours of the central preparation facility, other fixed food establishment, servicing area, or mobile food unit.

#### **Sec. 17. - Utility connections**

Utility connections, if any, shall be limited to quick-connect electrical and telephone services and shall be in full compliance with the Electrical Code of the City of Iowa Colony, Texas, as adopted and amended. Except as otherwise provided in this division, utility connections for water, sewer, and gas are prohibited.



## **Sec. 18. – Areas of Operation**

A mobile food unit shall be operated only in compliance with this ordinance and all applicable law, and only in the following locations:

1. Where industrial district uses are allowed;
2. In SFR, MU, BR, and MH districts, provided that the mobile food unit is located within 100 feet of a property for which an active building permit has been issued for the construction of at least three dwelling units or for at least one nonresidential building;
3. At a special event that has been issued a special event permit by the city;
4. Within a park, athletic field, or any part thereof, provided that the operation of a mobile food unit within such park or athletic field is authorized by a park use permit issued by the city;
5. At an event that is sponsored or co-sponsored by the city with the written authorization of the city manager or his designee; and
6. At an event sponsored by, or on behalf of, a property owners' association or homeowner's association at such association's community facility located in a residential subdivision.

## **Sec. 19. – Hours of Operation.**

The holder of a mobile food unit permit shall not operate a mobile food unit except at a stationary location and during the following hours:

1. In areas where industrial uses are allowed, between the hours of 6:00 a.m. and 9:00 a.m., 11:00 a.m. and 2:00 p.m., and 6:00 p.m. and 8:00 p. m;
2. In the areas described in **subsection 18(2)**, between the hours of 8:00 a.m. and 8:00 p.m.; and
3. In the areas described in **subsections 18(3,4,5, and 6)**, in accordance with the time specified in the applicable special event permit, park use permit, or city manager authorization.

*Exception:* An operator of a mobile food unit who poses a temporary mobile food unit permit may remain open during the times of the event or celebration.

## **Sec. 20. - Signage.**

Signage on a mobile food unit is limited to signs permanently attached to the exterior of the mobile food unit. Such signage shall:

1. Clearly display the name of the business as set forth in the MFU's sales tax permit on at least two sides of the mobile food unit, in bold letters that are at least six inches in height and one and one-half inches in width; and
2. Be constructed of durable materials, have a neat appearance, and be maintained in good repair and structural condition, including, but not limited to, by replacing defective parts, painting, repainting, and cleaning the signs.

## **Sec. 21. -Noise.**

Use of audio amplification is prohibited.



## **Sec. 22. - Trash disposal.**

The holder of a mobile food unit permit shall:

1. Provide trash receptacles for use by customers during the MFU's hours of operation;
2. Keep all areas within five feet of the mobile food unit clear of litter and debris at all times; and
3. Dispose of all trash or waste associated with the operation of the mobile food unit in an authorized receptacle, except that city trash receptacles **must not** be used to dispose of such trash or waste.

## **Sec. 23. - Operational capacity.**

The holder of a mobile food unit permit shall not:

1. Attach, set up, or use any other device or equipment intended to increase the selling, serving, storage, or display capacity of the mobile food unit;
2. Allow items such as brooms, mops, hoses, equipment, containers, and boxes or cartons to be located adjacent to or beneath the mobile food unit;
3. Provide or allow signs or banners not attached to and solely supported by the mobile food unit;
4. Provide or allow canopies, awnings, or other coverings that are not attached to and solely supported by the mobile food unit to remain over any part of the mobile food unit or over any area within 100 feet of the mobile food unit, except that any awning or covering provided by others and primarily used for other purposes and only incidentally or coincidentally used by the mobile food unit shall not be considered a violation of this subsection;
5. Provide or cause any portable toilet facility to be provided; or
6. Provide or cause any dining area to be provided, including, but, not limited to, tables, chairs, booths, bar stools, benches, or standup counters, within 100 feet of the mobile food unit, except that dining or seating areas adjacent to a mobile food unit operating inside an enclosed space such as a lobby of a business establishment where the seating is provided by someone other than the holder of a mobile food unit and only incidentally or coincidentally used by the patrons of the mobile food unit are acceptable.
7. No Mobile Food Unit shall set up within 500' ft of a permitted or lawful food establishment, **except as allowed by subsection 2(14).**

## **Sec. 24. - Exemptions.**

A mobile food unit authorized to be located at an event that is permitted by the city is exempt from the provisions of **subsections 19(1 and 2).**



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE **ZONING ORDINANCE** CONCERNING **BUSINESSES IN MOBILE UNITS**; PROVIDING REGULATIONS AND RELATED PROVISIONS; AND PROVIDING, THROUGH THE ZONING ORDINANCE, A FINE OF UP TO \$500 PER DAY PER VIOLATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

**SECTION 1.**

The City Council of the City of Iowa Colony, Texas, (“the City”) makes the following findings of fact and conclusions of law:

a. After giving due regard to the nature and consideration of uses, structures, and the nature and condition of the City as a whole, and after considering all proper factors under Chapter 211 of the Texas Local Government Code and all applicable law, the City Council finds that this ordinance conforms to the requirements and intent of the City and the Comprehensive Plan of the City.

b. The health, safety, morals, and general welfare of the people of the City will best be served by the adoption of this ordinance.

c. All requirements of law have been satisfied concerning the adoption of this ordinance.

**SECTION 2.** Subsection 5(70.5) of the Iowa Colony Zoning Ordinance, Ordinance No. 2000-08, as previously enacted and amended (“the Zoning Ordinance”) is hereby amended to read as follows:

“70.5. “Mobile Unit” or “Mobile Business Unit” shall mean any of the following: a HUD-code manufactured home, manufactured home, or mobile home, regardless whether such item is used as a home, and any travel trailer, motor vehicle, trailer, or other equipment that either is mobile or was designed or adapted to be mobile, regardless whether it is actually mobile at the time in question.”



**SECTION 3.** Section 59 of the Zoning Ordinance is hereby enacted to read as follows:

**“Sec. 59 Businesses in Mobile Units**

“No person shall conduct any business, in whole or in part, in or from a mobile unit in any district, except:

- “a. In compliance with the Food Truck Ordinance, Ordinance No. 2021-02, as it may be amended from time to time;
- “b. In compliance with a permit or authorization under any ordinance specifically authorizing that business in or from a mobile unit;
- “c. As a lawful accessory use, home occupation, or home office, but in any of those cases only within a mobile unit lawfully used as the main structure of a residence;  
or
- “d. In compliance with a specific use permit for that use.”

**SECTION 4.** Section 71(d), Mobile Units, is hereby amended to read as follows:

“(d) **Reserved.**”

**SECTION 5.** Section 73(c), Mobile Units, is hereby amended to read as follows:

“(c) **Reserved.**”

**SECTION 6.**

a. The Table of Contents of the Zoning Ordinance is hereby amended by adding the following after Section 58:

“Sec. 59 Businesses in Mobile Units V-\_\_\_\_.”

The City Secretary is hereby authorized to fill in the correct page number in the Table of Contents.

b. The City Secretary is further authorized to correct the Table of Contents of the Zoning Ordinance for any changes in pagination resulting from the amendments in this ordinance.

**SECTION 7.**

a. Subject to the amendments herein stated, the Comprehensive Zoning Ordinance, Ordinance No. 2000-08, and all prior amendments thereto shall remain in full force and effect. Subject to the amendments herein stated, this ordinance is cumulative of and in addition to all other ordinances of the City of Iowa Colony on the same subject, and all such other ordinances are hereby expressly saved from repeal.



b. The Zoning Ordinance, as it existed immediately before the passage of this amendment, shall remain in full force and effect as to violations that accrued before this ordinance takes effect.

c. In the event any provisions of the Zoning Ordinance or any other ordinance of the City conflict with or overlap the provisions of this ordinance, then the more restrictive provision shall govern and control.

#### **SECTION 8.**

In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council declares that it would have passed each and every part of this ordinance notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

#### **SECTION 9.**

This ordinance shall become effective immediately upon its passage by the City Council of the City of Iowa Colony, Texas.

PASSED AND ADOPTED ON FIRST AND FINAL READING this 19th day of APRIL, 2021.

CITY OF IOWA COLONY, TEXAS

\_\_\_\_\_  
MICHAEL BYRUM-BRATSEN, MAYOR

ATTEST:

\_\_\_\_\_  
KAYLEEN ROSSER, CITY SECRETARY



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING  
THE NAME OF STONE GARDEN DRIVE IN STERLING LAKES WEST  
TO STERLING LAKES WEST DRIVE; WITH RELATED PROVISIONS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY,  
TEXAS:**

**1. Findings of Fact.** The City Council of the City of Iowa Colony, Texas (“the City”) finds that the following facts are true:

- a.** Sterling Lakes West Drive changes names to Stone Garden Drive for part of the street segment between Ames Boulevard and Meridiana Parkway.
- b.** The City has complied with all applicable law in the passage of this ordinance.
- c.** All statements of fact in any part of this ordinance are true.

**2. Amendment of Street Name.** Stone Garden Drive in Sterling Lakes West Subdivision is hereby renamed Sterling Lakes West Drive, so that the entire street segment from Ames Boulevard westward and southward to Meridiana Parkway shall have the same name, Sterling Lakes West Drive.

**3. Replacement of Street Signs.** The developer of Sterling Lakes West subdivision shall replace the street signs for that street to reflect the new name.

**4. Severance Clause.** If any portion, of whatever size, of this ordinance is ever held to be invalid for any reason, then the remainder of this ordinance shall remain in full force and effect.

**5. Effective Date.** This ordinance shall be effective as of its passage and adoption.

**PASSED AND APPROVED ON THE FIRST READING ON APRIL 19, 2021.**

**PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON MAY  
17, 2021.**

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**MICHAEL BYRUM-BRATSEN,  
MAYOR**

**ATTEST:**

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**KAYLEEN ROSSER, CITY SECRETARY**



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, PROVIDING FOR A BUILDING CODES BOARD OF APPEALS, AMENDING THE UNIFIED DEVELOPMENT CODE, INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL BUILDING CODE, INTERNATIONAL ELECTRICAL CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL SWIMMING POOL/SPA CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL FIRE CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, AND THE AMUSEMENT RIDE ORDINANCE (ORD. 2014-20, PART X); WITH RELATED PROVISIONS.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:**

**PART I. UNIFIED DEVELOPMENT CODE**

**A. Section 1.1.5.2** of the Unified Development Code is hereby amended as follows:

**“Section 1.1.5.2. Authority for Deciding Applications**

(a) The Zoning Board of Adjustment shall finally decide the following types of applications:

- (1) An application for a special exception;
- (2) An application for a change in the status of a non-conformity; and
- (3) An application for a zoning variance;

(b) The Zoning Board of Adjustment shall finally decide appeals on the following matters:

(1) An appeal of the Building Official’s decision on a ~~sign permit or an interpretation of the sign regulations~~ zoning matter and not on a matter for which any Building Code or ordinance authorizes the Building Codes Board of Appeals to hear the appeal;

(2) An appeal of a City official’s interpretation of the requirements of this UDC, unless a separate appeals process is otherwise defined within this UDC.”

**B. Section 1.3.1.1** of the Unified Development Code is hereby amended as follows:

**“Section 1.3.1.1. Purpose, Applicability, and Effect**

(a) The purpose of an appeal is to contest an initial decision on an application based upon alleged misapplication of the criteria for approval



of the application. An appeal shall not be used as a means of amending, varying or otherwise modifying the standards of this Code that apply to the development application.

(b) Unless otherwise provided by this Code, any final administrative decision on an application by a City official, including a determination by the responsible official that a proposed development is exempt from one or more applications, may be appealed to the board or commission designated in the regulations establishing the procedure by which the decision was made. For administrative decisions on applications appeal shall be to the Zoning Board of Adjustment, except to the extent that any ordinance or code authorizes the Building Codes Board of Appeals to hear that appeal. Final decisions on an application by a board or commission may be appealed to the City Council only if expressly provided for in the regulations establishing the procedure by which the decision was made.

(c) The granting of an appeal supersedes the decision from which appeal was taken, and results in approval, conditional approval or denial of the application for which approval was sought.

(d) The Unified Development Code does not apply to appeals to the Building Codes Board of Adjustment, and those appeals are governed by the Building Codes.

## **PART II. VARIOUS BUILDING CODES**

### **A. DEFINITIONS**

1. “Building Code,” “Building Codes,” “this code,” or “these codes,” whether singular or plural, herein shall mean the International Building Code, International Residential Building Code, International Electrical Code, International Energy Conservation Code, International Fuel Gas Code, International Mechanical Code, International Swimming Pool/Spa Code, International Plumbing Code, International Fire Code, International Property Maintenance Code, the Amusement Ride Ordinance (Ord. 2014-20, Part X), and any other ordinances or codes under which the Building Official makes decisions, but not the Zoning Ordinance.

2. “Building Official” herein includes not only the Building Official, but also the Fire Marshall, and the designees of the Building Official or Fire Marshall.

3. Any reference herein to this Ordinance shall also refer to all Codes adopted or amended by this Ordinance.

### **B. AMENDMENT OF BUILDING CODES**

1. This ordinance amends the Building Codes by replacing Sections 112.1, 112.2, and 112.3 and Appendix B of the International Building Code and any other provisions, by whatever number,



concerning appeals from decisions of the Building Official in any Building Codes. This ordinance shall be part of the Building Codes.

2. Subject to this amendment, the Building Codes shall remain in full force and effect, as previously or hereafter amended.

## **C. BUILDING CODES BOARD OF APPEALS**

### **1. The Board**

a. **Establishment of Board.** The Building Codes Board of Appeals (“BCBOA,” “board of appeals,” or “board” is hereby established.

b. **Membership.** The city council shall appoint the members of the board, as provided in the Home Rule Charter. The board shall have at least three members and as many alternate members as the council chooses to appoint. The council shall specify whether each appointment is of a regular member or an alternate.

c. **Ex Officio Member.** The building official shall be an ex officio member of the board but shall have no vote on any matter before the board.

d. **Length of Term.** Each member shall serve a two year term, coincident with the term of the mayor, and until the member’s successor is duly installed, but regardless of any provision, a member is subject to removal at will at any time by the city council.

e. **Alternate Members.** The board chairperson shall call alternate members to hear appeals during the absence or disqualification of one or more members. All provisions of this ordinance applicable to members shall also apply to alternate members. Any reference to a number or fraction of members shall mean the regular members and alternate members participating in the matter, unless otherwise specified.

f. **Qualifications.** The city council shall be the sole judge of the qualifications of the members of the board. The council may consider a prospective member’s education, training, and experience in the subject matters of the Building Codes and any other qualifications the Council believes are pertinent.

g. **Chairperson.** The board shall annually select one of its members to serve as chairperson.

h. **Secretary.** The city secretary shall serve as secretary to the board. The secretary shall keep a detailed record of all proceedings.

i. **Compensation of Members.** The city administrator shall set the compensation of members of the board.



## 2. Authority Of Board

a. **Authority to Hear Certain Appeals.** The board is hereby authorized to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code.

b. **Not Zoning Appeals.** However, appeals from decisions of the Building Official under the Zoning Ordinance are heard by the Zoning Board of Adjustment and Appeals under the Zoning Ordinance and the Unified Development Code, not by the Building Codes Board of Appeals under this ordinance.

c. **Limitations on Authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, that the provisions of this code do not fully apply, or that an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

d. **Purpose and Scope of Appeals.** The purpose of an appeal is to contest an initial decision of the Building Official based upon alleged misapplication of the criteria for that decision. An appeal shall not be used as a means of amending, varying, or otherwise modifying the standards of this code that apply to the decision.

e. **Disqualification of Member.** A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

## 3. Procedures

### a. Requirements for Appeal

i. The applicant and any interested person may appeal a final decision of the building official within the authority of the board

ii. The appeal must be filed with the building official within 20 days after notice of the building official's decision being appealed was served.

iii. The appeal shall contain a written statement of the reasons why the decision is erroneous. The appeal must be accompanied by a copy of the application or request on which the initial decision was rendered. The appeal may include any other documents that support the position of the appellant.

iv. The appeal must be accompanied by the fee established by the City Council. Unless the Fee Ordinance of the City provides a different fee, the fee for an appeal under this ordinance shall be \$\_\_\_\_\_.

b. **Documents to Board.** Upon receipt of an appeal, the building official shall compile all documents constituting the record of the decision on appeal and transmit the record to the board.



**c. Appeal Creates a Stay.**

**i.** Receipt of a complete, written appeal of a decision stays all proceedings of the City in furtherance of the decision from which the appeal is taken, including without limitation acceptance, processing, or issuance of any applications that are dependent on the decision being appealed, and any development activities authorized by initial approval of the application.

**ii.** The stay shall be lifted only if the building official certifies in writing to the board that a stay would probably cause imminent peril to life or property.

**iii.** Thereafter, the stay may be reinstated only by order of the board or a court of record, on application, after notice to the responsible official, for due cause shown.

**d. Criteria for Deciding Appeal.** In deciding the appeal, the board shall apply the same criteria that govern the initial decision being appealed under the provisions of this code.

**e. Time to Decide Appeal.** The board must decide an appeal within thirty days after the date of filing an appeal that the Building Official certifies is administratively complete, including the payment of the applicable fee for the appeal. The thirty days run from the date of filing the complete application, not from the date the Building Official certifies completeness. The appellant may waive the thirty day requirement.

**f. Postponed Hearing.** When a quorum is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

**g. Vote Required.** Modifying or reversing a decision of the Building Official requires a concurring vote of two-thirds of the number of regular members of the board.

**h. Written Decision.** The decision of the board shall be in writing. Certified copies shall be furnished to the appellant and to the building official.

**i. Action on Decision Of Board.** The building official shall take immediate action in accordance with the decision of the board.

**j. Time Periods Running form Decision of Board.** For purposes of determining expiration or extension periods under this code or other applicable law, the date of the board's decision on an appeal is the date on which the application is deemed approved or denied.

**k. Notice of Meetings.** The board shall meet upon notice from the chairperson or at stated periodic meetings.

**l. Open Meetings And Hearings.** The meetings and hearings of the board shall be subject to the Texas Open Meetings Act. The appellant, the appellant's representative, the building official, and any person whose interests are affected shall be given an opportunity to be heard.

**m. Quorum.** A majority of the number of regular members shall constitute a quorum. In the absence of one or more regular members, alternate members participating in the matter shall count toward a quorum.



**n. Other Rules and Procedures.** The board is authorized to establish policies and procedures necessary to carry out its duties, consistently with this ordinance. The procedures for hearings shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

### **PART III. GENERAL**

**A. Conflicts in Terms.** In the event of a conflict of terms between this ordinance and any other ordinance or other law, the more restrictive provision shall govern and control.

**B. Effect of Ordinance.** This ordinance shall not be construed to relieve or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the City Council, the City, its agents or representatives assume any such liability by reason of these regulations or the inspections authorized by this Code or any permits or certificates issued under this code.

**C. References to Ordinance.** Any reference herein to this Ordinance shall also refer to all Codes adopted or amended by this Ordinance.

**D. Nonwaiver.** The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy under this Ordinance or any other law concerning utilities shall never be construed as a waiver of the City's right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

**E. Nonwaiver of Immunity.** Nothing in this Ordinance or in any other law concerning utilities shall ever be construed as a full or partial waiver of governmental immunity, official immunity, or any other immunity of the City or its officers, agents, employees, or representatives.

**F. Nonliability.** Neither the City, nor its officers, employees, agents, or representatives shall be liable to any person, other than the City, for any act, omission, or condition in any way concerning this ordinance or the subject matter hereof.

**G. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Iowa Colony Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there is one or more parts.

**H. Effective Date.** This ordinance shall take effect as of the date of its passage 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.**

\_\_\_\_\_  
**MICHAEL BYRUM-BRATSEN,  
MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KAYLEEN ROSSER,  
CITY SECRETARY**

Iowa Colony/Building Codes Board of Appeal (4-19-21)





12003 Iowa Colony Blvd.  
Iowa Colony, Tx. 77583  
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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 19th day of April, 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. via teleconference/videoconference, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen  
Councilwoman Sydney Hargroder  
Councilwoman Arnetta Murray  
Councilwoman Robin Bradbery  
Councilwoman Kacy Smajstrla

And Councilman Chad Wilsey 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 6:00 P.M.
2. Discussion of proposed rules of procedure. Ron Cox discussed with City Council the rules of procedure.
3. Mayor Byrum-Bratsen adjourned the work session at 7:00 P.M.

**REGULAR MEETING – 7:00 P.M.**

1. Mayor Byrum-Bratsen called the meeting to order at 7:05 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. **PUBLIC HEARING**
  - Hold a public hearing on amending the Zoning Ordinance for businesses in food trucks and other mobile units. Mayor Byrum-Bratsen opened the public hearing at 7:06 P.M. No comments from the public. Mayor Byrum-Bratsen closed the public hearing at 8:34 P.M.
  - Hold a public hearing on amending the Unified Development Code on regulations and procedures under those ordinances 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 opened the public hearing at 7:07 P.M. No comments from the public. The public hearing was kept open.

#### 4. Citizens Comments and Presentations.

"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 identify themselves and observe a three-minute time limit."

- Russell Dillinger stated that he wanted to put up an RV cover but the setback off his side fence is not in compliance with city regulations. He mentioned options including a variance. Ron told him to call the City Secretary and she would direct him to the correct person.
- Brazoria County ESD No. 3 Interim Executive Director Jeff Braun-State of the ESD and Fire Station. Mr. Braun introduced himself and presented the fire department report. He also mentioned highlights of events happening within the fire department. Mayor commented on his appreciation regarding the changes brought to the ESD.

#### 5. Mayor's comments or reports.

- City Hall will be closed for San Jacinto Day.
- This will be the last virtual meeting. The next meeting will be held in person at City Hall.
- Vaccinations are available to everyone now.
- City Hall will be a polling place on Election Day.

#### 6. Council comments or reports.

- Councilwoman Hargroder-Thanked Jeff Braun for his presentation and appreciated his positive impacts on the board.
- Councilwoman Murray-Thanked Mr. Braun. She also thanked Ron for giving information regarding signage. Attended the TML Region 14 meeting. She spoke to Texas Legislators on April 9<sup>th</sup> about redistricting.
- Councilwoman Bradbery- No Comments
- Councilwoman Smajstrla- Reminded everyone to vote.
- Councilman Wilsey- Absent

#### 7. Staff Reports.

- A. City Manager- had a discussion with the Manvel/Iowa Colony Lions Club regarding a dedication and opening of the ball fields. We are looking into redistricting folks, we need to get the process started soon.
- B. City Engineer- Land Tejas has approved the construction of the three traffic signals on Meridiana on the west side of SH 288.
- C. Police Department- May 9<sup>th</sup> -15<sup>th</sup> is National Police Week.
- D. Building Official/Fire Marshal- Has issued several citations on various ordinances.
- E. City Secretary- City Hall is a polling place on election day only. Nearest place for early voting is the Manvel Annex building on Highway 6. There is a list for early voting locations and Election day locations on the website as well as on the notice board out front of city hall.
- F. Senior Accountant
- G. Public Works

8. Consideration and possible action to accept the 2020 Annual Audit Report. Patrick Simmons, Auditor for Whitley Penn presented a power point. Councilwoman Bradbery made a motion to accept the 2020 annual audit. Seconded by Councilwoman Smajstrla. Approved unanimously.



9. Consideration and possible action regarding the COVID-19 emergency. Councilwoman Smajstrla made a motion to discuss the COVID-19 Emergency. Seconded by Councilwoman Murray. Chief Bell presented the report of current cases in the city since COVID started is 1,033 total cases, 9 deaths, and 14 probable positive tests. Currently still social distancing and the city will begin to discuss other protocols that we can eliminate. Mayor stated he will talk about ending the declaration coming up. The report was approved unanimously.

10. Consideration and possible action to approve a variance from engineering certification for a pole barn to be located at 4110 Cedar Rapids Parkway. Councilwoman Hargroder made a motion to approve the variance in accordance with the letter of recommendation from the City Engineer. Seconded by Councilwoman Bradbery. Dinh Ho, City Engineer gave a background on the meeting with Ms. Flores regarding the construction of the pole barn. Ms. Flores expressed her appreciation for all the staff's work on this. Approved unanimously with five ayes.

11. Consideration and possible action to approve the establishment of a Minority Relations Committee for the City of Iowa Colony. After much discussion regarding the name of the committee, Councilwoman Hargroder made a motion to approve the establishment of the committee and change the name to the Diversity Commission of the City of Iowa Colony. Seconded by Councilwoman Bradbery. Approved unanimously.

12. Consideration and possible action to authorize the City of Iowa Colony to issue requests for proposals (RFP) for administrative services and requests for qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021. Councilwoman Murray made a motion to authorize the City of Iowa Colony to issue requests for proposals (RFP) for administrative services and requests for qualifications (RFQs) for professional services for the American Rescue Plan Act of 2021. Seconded by Councilwoman Hargroder. Approved unanimously.

13. Consideration and possible action to approve the following for the Texas Water Development Grant for a drainage master plan.

- Resolution designating an official to sign the agreement
- Approve the engineering agreement
- Approval of escrow agreement for city's share.

Councilwoman Murray made a motion to approve all the documents listed above pertaining to the TWBD for the drainage master plan. Seconded by Councilwoman Smajstrla. Approved unanimously.

14. Consideration and possible action to approve on first and final reading an amendment to Section 59 of the Zoning Ordinance regarding food truck and other mobile vendors. The City Secretary read the ordinance caption aloud. Councilwoman Hargroder made a motion to approve the ordinance first and final reading an amendment to Section 59 of the Zoning Ordinance regarding food truck and other mobile vendors with the amendment to include home-based businesses. Seconded by Councilwoman Smajstrla. Approved unanimously.

15. Consideration and possible action to approve on first reading an ordinance amending provisions of the food truck regulations to define and accommodate special events. The City



Secretary read the ordinance caption aloud. Councilwoman Murray made a motion to approve on first reading an ordinance amending provisions of the food truck regulations to define and accommodate special events and the fee. Seconded by Councilwoman Bradbery. Approved unanimously.

16. Consideration and possible action to approve an ordinance on first reading amending the fee schedule for mobile food units. Councilwoman Smajstrla made a motion to approve the ordinance on first reading amending the fee schedule for mobile food units. Seconded by Councilwoman Hargroder. Approved unanimously.

17. Consideration and possible action to approve an ordinance on first reading regulating food establishments and adopting Texas Administrative Code Chapter 28, Texas Food Establishment Rules. Councilwoman Smajstrla made a motion to approve an ordinance on first reading regulating food establishments and adopting Texas Administrative Code Chapter 28, Texas Food Establishment Rules. Seconded by Councilwoman Murray. Approved unanimously.

18. Consideration and possible action to approve an ordinance on first reading amending the Unified Development Code and Building Codes concerning the Building Code Board of Adjustments and Appeals and related provisions. Councilwoman Hargroder made a motion to approve with the amendment that the board will be responsible for keeping their own minutes and the board members will not be paid. Seconded by Councilwoman Bradbery. Approved unanimously.

19. Consideration and possible action to approve an ordinance on first reading changing the name of Stone Garden between Ames and Meridiana to Sterling Lakes Drive West for the entire segment. Councilwoman Murray moved to approve an ordinance on first reading changing the name of Stone Garden between Ames and Meridiana to Sterling Lakes Drive West for the entire segment. Seconded by Councilwoman Smajstrla. Approved unanimously with five ayes.

20. Consideration and possible action to approve an ordinance with amendments on second and final reading adopting the 2018 International Electrical, Mechanical, Building, Residential, Fuel/Gas, Swimming Pool/Spa codes with amendments. Councilwoman Smajstrla moved to approve the ordinance with amendments. Seconded by Councilwoman Hargroder. Approved unanimously with five ayes.

21. **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 to amend park rules and regulations and amend fees.
- B. Amend Ordinance 2021-08 on second and final reading calling for the election of officers for May 2, 2021 and approving a joint election agreement with Brazoria County to reflect a change in voting places on second and final reading.

The City Secretary read the ordinance captions aloud. Councilwoman Smajstyrla made a motion to approve ordinances on the consent for second and final reading. Seconded by Councilwoman Murray. Approved unanimously.



22. **Consent Agenda-** Consideration and possible action to approve the following consent agenda items. Councilwoman Murray moved to approve all items on the consent agenda as presented. Seconded by Councilwoman Hargroder. Approved unanimously.

A. Approval of minutes of the following meetings.

- March 15, 2021 - Regular Meeting
- April 6, 2021 Special Meeting
- August 17, 2020 Amended Minutes

B. Approve the following Infrastructure Approvals/Acceptances

- Karsten Blvd Phase IV Water, Drainage, and Paving Facilities-Approval of Facilities into the one-year maintenance period.
- Sierra Vista Blvd. Phase II Water, Sanitary, Drainage, Paving Approval into the one-year maintenance period. The one-year maintenance period beginning April 30, 2019.
- Sterling Lakes West Section 4 Water, Sanitary, Storm, and Paving-Final Approval of Facilities.
- Meridiana Parkway Phase 3 Drainage and Paving Facilities (West of 288) – Final Approval of Facilities.
- Crystal View Drive Phase II Water, Sanitary, Storm, Paving, and Sanitary Sewer for Ames Blvd. Phase I - Approval into the one-year maintenance period beginning August 17, 2020.
- Meridiana Section 81B Water and Sanitary- Approval into the one-year maintenance period.
- Meridiana Section 81B Storm and Paving- Acceptance into the one-year maintenance period.

C. Approve the extension of the mowing contract with Four-J's mowing for an additional year period through April 30, 2022.

D. Approval of the quarterly investment report.

E. Approval of continued participation in the Urban Requalification for CDBG, Home, and the ESG program with Brazoria County for fiscal year 2022 through 2024.

**EXECUTIVE SESSION- 9:14 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
- Building Code Board of Adjustments and Appeals members
- Iowa Colony Development Authority Board members



- Tax Increment Reinvestment Zone No. 2 Board members.

**RETURN TO OPEN SESSION- 10:03 P.M.**

23. Consideration and possible action regarding the sale of property to MUD 31. No action taken.

24. Consideration and possible action regarding the City Manager position. No action taken.

25. Consideration and possible action to appoint members of the Planning and Zoning Commission. No action taken.

26. Consideration and possible action to appoint members of the Building Code Board of Adjustments and Appeals. No action taken.

27. Consideration and possible action to appoint members of the Iowa Colony Development Authority. Councilwoman Hargroder moved to re-appoint Brenda Dillon to the Iowa Colony Development Authority. Seconded by Councilwoman Bradbery. Approved unanimously.

28. Consideration and possible action to appoint members of the Iowa Colony Tax Reinvestment Zone No. 2. Councilwoman Murray made a motion to re-appoint Brenda Dillon to the Iowa Colony Tax Reinvestment Zone No. 2 board. Seconded by Councilwoman Hargroder. Approved unanimously.

29. Councilwoman Murray made a motion to adjourn. Seconded by Councilwoman Hargroder. The meeting was adjourned by a unanimous vote at 10:06 P.M.

APPROVED THIS 17<sup>th</sup> DAY OF MAY, 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: 281-369-2471  
Fax: 281-369-0005  
[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 10th day of May, 2021, the City Council of the City of Iowa Colony, Texas, held a Special 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 Kacy Smajstrla  
Councilman Chad Wilsey

And Councilwoman Robin Bradbery being absent, constituting a quorum at which time the following business was transacted.

**MEETING- 7:00 P.M.**

1. Mayor Byrum-Bratsen called the meeting to order at 7:05 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. Mayor's Comments.

- Proclamation- National Police Week- May 9<sup>th</sup>-15<sup>th</sup>
- Proclamation- Emergency Medical Services Week- May 16<sup>th</sup> -22<sup>nd</sup>

Mayor Byrum-Bratsen read the Emergency Medical Services Week Proclamation aloud and presented the signed Proclamation to Captain Jason Mireles and Lieutenant Ryan Richard.

Mayor Byrum-Bratsen read the National Police Week Proclamation aloud and presented the signed Proclamation to Chief Bell and Investigator King.



#### 4. Council Comments.

- Councilwoman Murray- Stated that she is grateful that she had the opportunity to serve on City Council with Councilwoman Smajstrla and Councilwoman Bradbery. She looks forward to working with the new Council Members.
- Councilwoman Hargroder- Thanked Councilwoman Smajstrla for her time and service on Council. She congratulated the new members and looks forward to working with them.
- Councilman Wilsey- Appreciates Councilwoman Smajstrla. Congratulated the new members.
- Councilwoman Smajstrla- Thanked everyone, especially the citizens. Served for six years on the Council. She learned and grew a lot. She encouraged residents to please speak to their council members regarding their concerns about the city. She stated that she had recently read a social media post and was taken back by the post and the comments. She was shocked and disappointed about the division and the feeling of division of the city. She reminded everyone that we are a community. We need to change our attitudes and this begins in your heart and mind. She thanked Mayor Byrum-Bratsen for moving the city forward.

#### 5. 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."

6. Consideration and possible action to adopt a resolution to canvas and approve the results of the Municipal Election. Councilwoman Smajstrla made a motion to adopt a resolution to canvas and approve the results of the Municipal Election. Motion was seconded by Councilwoman Hargroder. Approved unanimously with five ayes. Councilwoman Bradbery was absent.

7. Consideration and possible action to administer the Oath of Office to the newly elected members. Judge Hill administered the oath of office to the newly elected officials and re-elected officials; Mayor Michael Byrum-Bratsen, Council Member Place three; Marquette Greene-Young, Council Member Place four; Wil Kennedy, and Council Member Place five; Chad Wilsey.

8. The meeting was adjourned at 7:28 P.M by a unanimous vote.

APPROVED THIS 17<sup>th</sup> DAY OF MAY, 2021.

ATTEST:

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Kayleen Rosser, City Secretary

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Michael Byrum-Bratsen, Mayor



Wednesday, April 28, 2021

Cathy Fontenot  
Survey 1 Inc.  
PO Box 2543  
Alvin, TX 77511

**Re: Colony Acres Subdivision Preliminary Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SPP 210408-0471  
Adico, LLC Project No. 16007-2-188**

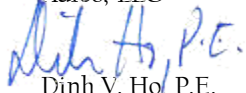
Dear Ms. Fontenot,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Colony Acres Subdivision Preliminary Plat package received on or about April 28, 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 preliminary plat as resubmitted. Please provide and ten (10) folded copies of each plat to Kayleen Rosser, City Secretary, by no later than Thursday, April 29, 2021 for consideration at the May 4, 2021 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@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
File: 16007-2-188



STATE OF TEXAS  
COUNTY OF BRAZORIA

WE, CARLOS SALGADO AND SANDRA SALGADO AVILA, OWNERS OF THE PROPERTY SUBDIVIDED IN THIS FINAL PLAT OF COLONY ACRES SUBDIVISION, 5.2726 ACRES OUT OF THE H.T. & B. R.R. SURVEY, A-517, BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID (PARTNERSHIP, CORPORATION, OR INDIVIDUAL), ACCORDING TO THE LINES, LOTS, STREETS, ALLEYS, RESERVES, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE AS SUCH THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS OUR HAND IN \_\_\_\_\_ COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

CARLOS SALGADO, OWNER

SANDRA SALGADO AVILA, OWNER

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARLOS SALGADO AND SANDRA SALGADO AVILA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

THIS IS TO CERTIFY THAT I, RICHARD FUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4148, OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS, AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT THE COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

RICHARD FUSSELL  
REGISTERED PROFESSIONAL LAND SURVEYOR #4148

WE CERTIFY THAT THE ABOVE AND FOREGOING FINAL PLAT OF COLONY ACRES SUBDIVISION WAS APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

DAVID HURST STEVEN BYRUM-BRATSEN

LESS HOSEY MELANY HAMPTON

STEVEN BRADBERRY VINCE PATTERSON

WE CERTIFY THAT THE ABOVE AND FOREGOING FINAL PLAT OF COLONY ACRES SUBDIVISION, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

MICHAEL BYRUM-BRATSEN SYDNEY HARGRODER  
MAYOR COUNCIL POSITION 1

ARENETTA HICKS-MURRAY ROBIN BRADBERRY  
COUNCIL POSITION 2 COUNCIL POSITION 3

KACY SMAJSTRLA CHAD WILSEY  
COUNCIL POSITION 4 COUNCIL POSITION 5  
MAYOR PRO TEM

APPROVED BY THE CITY ENGINEER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

DIHN V. HO, P.E.

WE, FIRST NATIONAL BANK OF ALVIN, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS SUBDIVISION NAME, AGAINST THE PROPERTY DESCRIBED INSTRUMENT OF RECORD IN FILE NO. 2016054219 & 2016054220 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND, HARRIS, WALLER, BRAZORIA, GALVESTON COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID PLAT SAID LIEN WE HEREBY IN ALL THINGS SUBORDINATE TO SAID PLAT SAID LIEN AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

SIGNATURE  
SIGNATORY TITLE

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_



DESCRIPTION OF A TRACT OF LAND CONTAINING 5.2726 ACRES (229,676 SQUARE FEET) SITUATED IN THE H.T. & B. RAILROAD COMPANY SURVEY, SECTION 60, ABSTRACT 517, BRAZORIA COUNTY, TEXAS, BEING PART OF LOT 61, IN IOWA COLONY SUBDIVISION IN BRAZORIA COUNTY, TEXAS, AS RECORDED IN VOLUME 2, PAGE 81-82 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, BEING A TRACT OF LAND CONVEYED TO CARLOS SALGADO AND SANDRA SALGADO AVILA BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 2016054219 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. SAID 5.2726-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF COUNTY ROAD 380 (ALSO KNOWN AS COLONY LOOP ROAD) (40 FEET WIDE) AND COUNTY ROAD 79 (50 FEET WIDE) (PROPOSED 80 FEET WIDE) AS A TRACT OF LAND CONVEYED UNTO ESCO ESTATES, BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 2011029385 OF THE PLAT TRACT HEREIN DESCRIBED;

THENCE NORTH 02° 51' 26" WEST, ALONG THE CENTERLINE OF SAID COUNTY ROAD 79, A DISTANCE OF 405.94 FEET TO THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 02° 51' 26" WEST, CONTINUING ALONG SAID COUNTY ROAD 79, A DISTANCE OF 428.06 FEET TO A POINT FOR CORNER FOR THE NORTHWEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 87° 08' 34" EAST, PASSING A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" IN THE EAST RIGHT-OF-WAY OF SAID COUNTY ROAD 79 AT A DISTANCE OF 40.00 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 536.55 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE NORTHEAST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 02° 51' 26" EAST, ALONG THE WEST LINE OF LOT 63, OF SAID IOWA COLONY SUBDIVISION, A DISTANCE OF 428.06 FEET TO A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" FOR THE SOUTHEAST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 87° 08' 34" WEST, PASSING A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" IN THE EAST RIGHT-OF-WAY OF SAID COUNTY ROAD 79 AT A DISTANCE OF 406.55 FEET, IN THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 79, AND CONTINUING FOR A TOTAL DISTANCE OF 536.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.2726 ACRES (229,676 SQUARE FEET), MORE OR LESS.

LEGEND:

B.L. = BUILDING LINE  
U.E. = UTILITY EASEMENT  
O.R.B.C. = OFFICIAL RECORDS OF BRAZORIA COUNTY  
D.R.B.C. = DEED RECORDS OF BRAZORIA COUNTY  
P.R.B.C. = PLAT RECORDS OF BRAZORIA COUNTY  
R.O.W. = RIGHT OF WAY  
VOL. = VOLUME  
PG. = PAGE  
P.O.B. = POINT OF BEGINNING  
I.R. = IRON ROD  
I.P. = IRON PIPE

LINE	BEARING	DISTANCE
L1	N 87°08'34" E	40.00'
L2	S 87°08'34" W	40.00'

GENERAL NOTES

- THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, IOWA COLONY, AND BRAZORIA COUNTY.
- THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY FIRST AMERICAN TITLE COMPANY, (GUARANTEE FILE) G.F. NO. 2578268-099, EFFECTIVE DATE 12/09/2020
- THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON TEXAS SOUTH CENTRAL ZONE 4204 (NAD 83). COORDINATES ARE GRID AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR 0.99986746880493. POINTS (A) & (B) WERE HELD FOR HORIZONTAL CONTROL.
- FIVE-EIGHTHS INCH (5/8") IRON RODS THREE FEET IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED. BLOCK CORNERS OR STREET RIGHT-OF-WAYS HAVE NOT BEEN MONUMENTED.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48039C 010K WITH THE EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY IS LOCATED IN ZONE "X" - AREAS DETERMINED TO BE OUTSIDE OF THE 100-YEAR FLOODPLAIN.
- ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THAT THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
- ALL MONUMENTS SHALL BE SET TO THE STANDARDS OF THE CITY OF IOWA COLONY'S SUBDIVISION ORDINANCES.
- ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
- A MINIMUM OF FIVE (5) FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG ALL STREETS AND SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
- THE OWNER WILL PROVIDE EASEMENTS FOR POWER LINES WHERE SUCH ARE REQUIRED, EITHER AS SHOWN ON THE PLAT OR BY SEPARATE INSTRUMENT DEDICATION.
- THE OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN CRITERIA.
- MONUMENTS SET AS EXTERIOR BOUNDARY MARKERS SHALL 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 (18) INCHES BELOW THE SURFACE OF THE GROUND.
- ALL PERMANENT REFERENCE MONUMENTS ("PRM") SHALL 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.
- THIS SITE WILL REQUIRE A PRIVATE WATER WELL AND SEPTIC SYSTEM FOR EACH LOT.
- THIS PLAT CLOSES WITHIN THE ALLOTTED AREA (1:15,000).
- THE 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.
- ALL SITE AND DRAINAGE PLANS FOR THE FUTURE DEVELOPMENT OF THIS PROPERTY SHALL BE SUBMITTED TO THE CITY OF IOWA COLONY AND BRAZORIA COUNTY DRAINAGE DISTRICT 5 FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
- DETENTION WILL BE REQUIRED FOR EACH INDIVIDUAL LOT AT THE TIME OF PERMITTING.
- ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END-OF STREETS WHERE SUCH STREETS ADJUT 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.
- 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.

## PRELIMINARY PLAT OF COLONY ACRES SUBDIVISION

A SUBDIVISION OF 5.2726 ACRES (229,676 SQ FT) IN THE HT&B RR CO., SECTION 60, SURVEY, ABSTRACT 517, ALSO BEING A PARTIAL REPLAT OF LOT 61, AS RECORDED IN VOLUME 2, PAGE 81 AND 82 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS

REASON FOR REPLAT:  
CREATE 2 LOTS

2 BLOCK 2 LOTS  
APRIL 27, 2021

OWNER:  
CARLOS SALGADO &  
SANDRA SALGADO AVILA  
10938 PIGEONWOOD  
HOUSTON, TX 77089-5342  
281-258-5186

www.survey1inc.com  
survey1@survey1inc.com  
**Survey 1, Inc.**  
Your Land Survey Company  
Firm Registration No. 100758-00  
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

PROJECT NO. 2-93600-21



Wednesday, April 28, 2021

Laura Blakeley, P.E.  
Elevation Land Solutions  
2445 Technology Forest Blvd., Suite 200  
The Woodlands, TX 77381

Re: Sierra Vista Corner Replat No. 1 Abbreviated Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SMAP 210310-0256  
Adico, LLC Project No. 16007-2-183

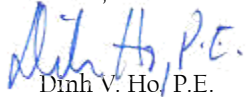
Dear Ms. Blakeley,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista Corner Replat No. 1 Abbreviated Plat package received on or about April 28, 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 on April 28, 2021. Please provide two (2) mylar prints and ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Thursday, April 29, 2021 for consideration at the May 4, 2021 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: 16007-2-183



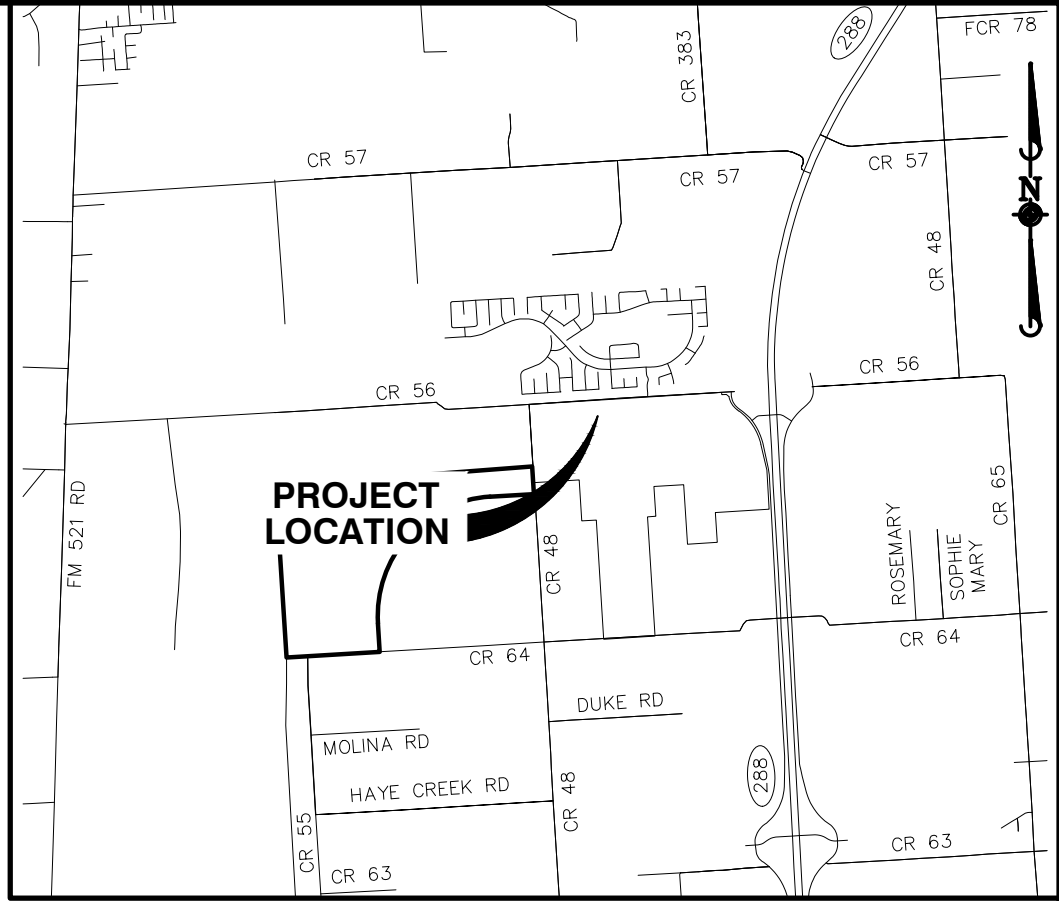
FINAL PLAT NOTES:

- THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 32 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 0.99986213.
- 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 LAND SURVEYING 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, 1981 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. 48039C0110K, DATED DECEMBER 30, 2020.
- ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
- 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.
- 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 SEWER WITHIN THE PLAT BOUNDARY PROPOSED TO CONVEY ON-SITE FLOWS GENERATED BY DEVELOPMENT OF THE PLATTED AREA TO EXISTING BRAZORIA COUNTY MUD NO. 32 DISTRICT FACILITIES SHALL BE PRIVATE.
- 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.
- 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.
- REFERENCE APPROVED VARIANCES BY IOWA COLONY PLANNING COMMISSION ON AUGUST 4, 2020.

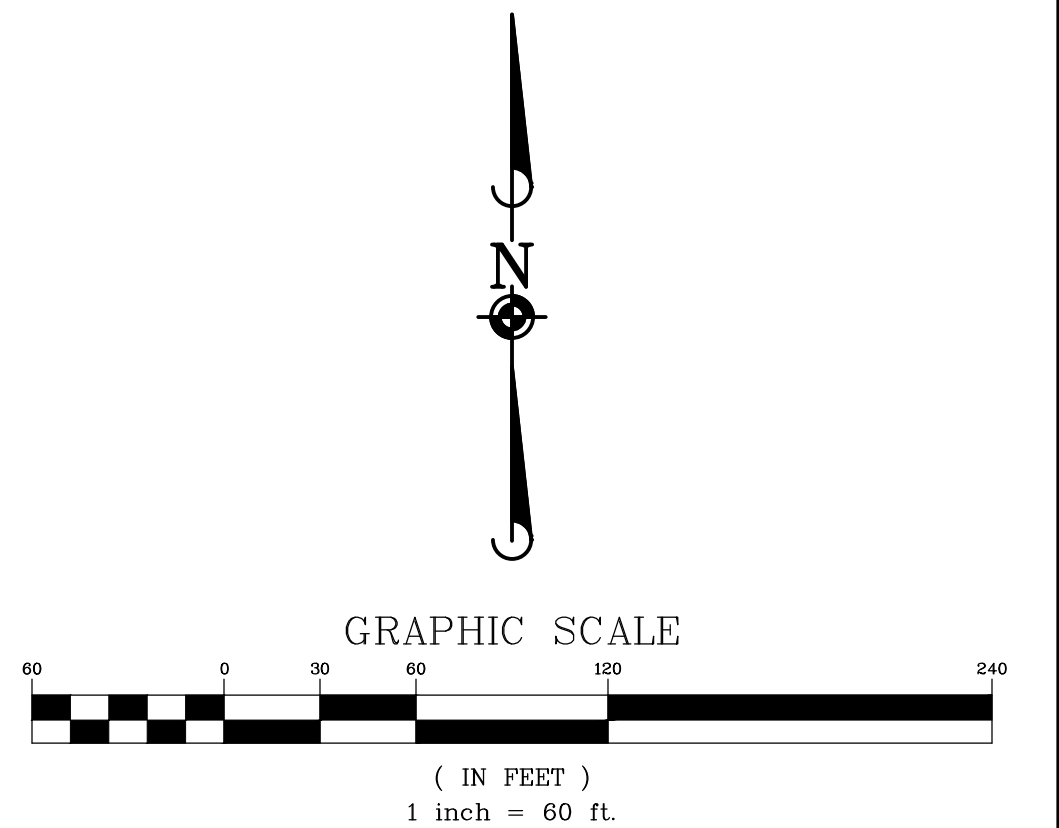
Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage
A	29,890.48	0.6862	COMMERCIAL RESERVE
B	48,102.52	1.1043	COMMERCIAL RESERVE
C	47,221.98	1.0841	COMMERCIAL RESERVE
D	16,270.78	0.3735	RESERVE RESTRICTED TO LANDSCAPE AND COMMERCIAL DRIVEWAY
TOTAL	141,485.76	3.2481	

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	6.06'	013°53'30"	N50°34'39"W	6.05'
C2	250.00'	214.12'	049°04'23"	N68°10'05"W	207.64'
C3	25.00'	39.27'	090°00'00"	N47°42'17"W	35.36'
C4	25.00'	39.26'	089°58'41"	N42°17'04"E	35.35'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°16'24"W	103.76'
L2	S02°51'13"E	134.56'
L3	S87°17'43"W	31.30'



VICINITY MAP  
BRAZORIA COUNTY KEY MAP: 692 J & N  
NOT TO SCALE



ABBREVIATIONS

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
PAE=	PRIVATE ACCESS EASEMENT
PUE=	PUBLIC UTILITY 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
VOL_, PG_=	VOLUME, PAGE
FND=	FOUND
IR=	IRON ROD
"S"=	SET
	STREET NAME CHANGE

## SIERRA VISTA CORNER REPLAT No. 1

BEING A SUBDIVISION OF 3.2481 ACRES  
AND A REPLAT OF SIERRA VISTA CORNER AS  
RECORDED IN B.C.C.F. No. 2019060387 B.C.O.P.R.  
AND A PARTIAL REPLAT OF RESERVE "A", BLOCK 1 OF  
SIERRA VISTA SEC 1 AS RECORDED IN B.C.C.F. No.  
2017058170 B.C.O.P.R.  
AND LOCATED IN THE  
H.T.&B. R.R. COMPANY SURVEY, A-288  
BRAZORIA COUNTY, TEXAS

1 BLOCK 4 RESERVES

APRIL 2021

OWNER/  
DEVELOPER:

SIERRA VISTA CORNER, L.L.C.  
6610 GLENGARY COURT  
SUGAR LAND, TEXAS 77479  
(281) 757-0570

ENGINEER/  
SURVEYOR:





STATE OF TEXAS                    §

COUNTY OF BRAZORIA       §

A 3.249 acre tract of land being all of Restricted Reserve "A" of Sierra Vista Section 1 recorded in Clerk's File No. 2017058170, Brazoria County Map Records, and being all of Sierra Vista Corner recorded in Clerk's File No. 2019060387, Brazoria County Map Records

STATE OF TEXAS                    §

COUNTY OF BRAZORIA            §

We, SIERRA VISTA CORNER, L.L.C., acting by and through Sandheeta Dhannapunani, Manager, being an officer of Sierra Vista Corner, L.L.C., owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 3.2481 Acre tract described in the above and foregoing map of SIERRA VISTA CORNER AMENDING PLAT No. 1, 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 do hereby covenant and agree that all of the property within the boundaries of this plot 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 covenant and agree that all of the 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, planting and other obstructions to the operations 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.

FURTHER, Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

IN TESTIMONY WHEREOF, SIERRA VISTA CORNER, L.L.C., has caused these presents to be signed by Sandheeta Dhannapunani, Manager, thereunto authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIERRA VISTA CORNER, L.L.C.

By: \_\_\_\_\_  
Sandheeta Dhannapunani  
Manager

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Sandheeta Dhannapurnani, Manager of SIERRA VISTA CORNER, 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

This plat is hereby APPROVED by the City of Iowa Colony City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Michael Byrum—Brasten  
Mayor

Susan Cottrell

Arnetta Hicks-Murray Robin Bradbery

---

Kacy Smajstrla

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

Steven Bradbery

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Dinh V. Ho, P.E.

PRESIDENT	DATE
LEE WALDEN, P.E.	

VICE PRESIDENT	DATE
KERRY L. OSBURN	

SECRETARY/TREASURER	DATE
MARK ROLLER	

DISTRICT ENGINEER  
JARROD D. ADEN, P.E., CFM


**SIERRA VISTA CORNER  
REPLAT No. 1**

BEING A SUBDIVISION OF 3.2481 ACRES  
AND A REPLAT OF SIERRA VISTA CORNER AS  
RECORDED IN B.C.C.F. No. 2019060387 B.C.O.P.R.  
AND A PARTIAL REPLAT OF RESERVE "A", BLOCK 1 OF  
SIERRA VISTA SEC 1 AS RECORDED IN B.C.C.F. No.  
2017058170 B.C.O.P.R.  
AND LOCATED IN THE  
H.T.&B. R.R. COMPANY SURVEY, A-288  
BRAZORIA COUNTY, TEXAS

1 BLOCK 4 RESERVES

APRIL 2021

**OWNER/  
DEVELOPER:** SIERRA VISTA CORNER, L.L.C.  
6610 GLENGARY COURT  
SUGAR LAND, TEXAS 77479  
(281) 757-0570

**ENGINEER/  
SURVEYOR:**

**ELEVATION**  
*land solutions*  
 TBPE REGISTRATION NUMBER F-18141  
 2045 TECHNOLOGY FOREST BLVD, SUITE 200  
 THE WOODLANDS, TX 77381 832-423-2200  
 TBPS REGISTRATION NUMBER 10194379



Wednesday, April 28, 2021

Travis Harrison, P.E.  
Elevation Land Solutions  
2445 Technology Forest Blvd., Suite 200  
The Woodlands, TX 77381

Re: Sierra Vista West Section 5 Final Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SFP 210310-0259  
Adico, LLC Project No. 16007-2-181

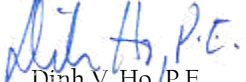
Dear Mr. Harrison,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista West Section 5 Final Plat package received on or about April 28, 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 April 28, 2021. Please provide two (2) mylar prints and ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Thursday, April 29, 2021 for consideration at the May 4, 2021 Planning and Zoning meeting.

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

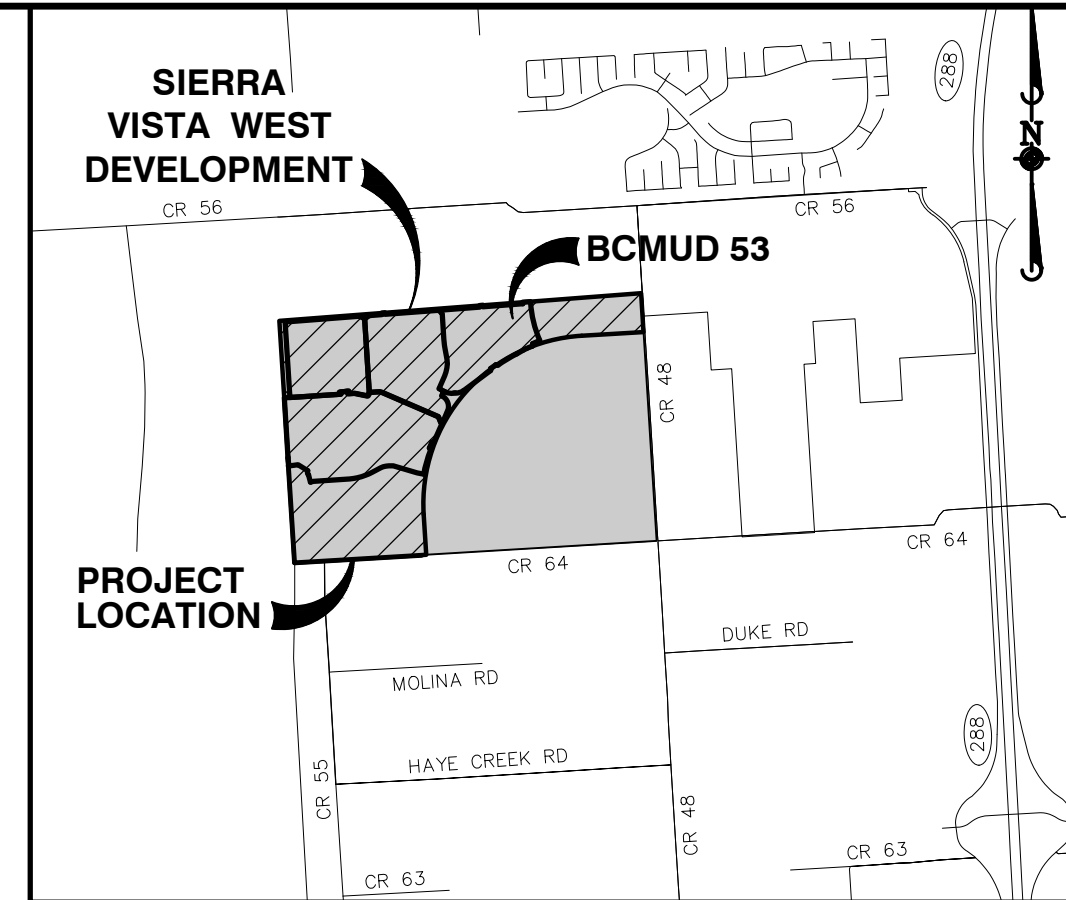
Sincerely,  
Adico, LLC

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

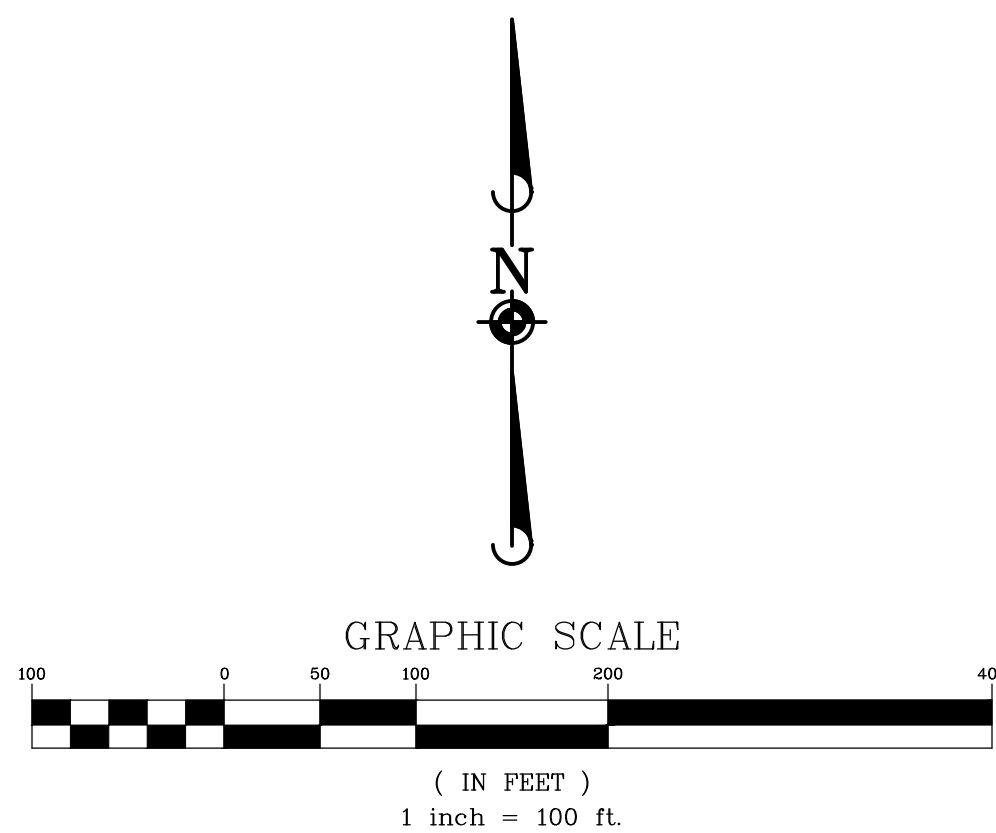
Copy

Cc: Kayleen Rosser, City Secretary, ([krusser@iowacolonytx.gov](mailto:krusser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@rcoxconsulting.com](mailto:rcox@rcoxconsulting.com))  
File: 16007-2-181





VICINITY MAP  
BRAZORIA COUNTY KEY MAP: 692 J & N  
SCALE: 1" = 2,640'



## ABBREVIATIONS

AE= AERIAL EASEMENT  
DE= DRAINAGE EASEMENT  
PAE= PRIVATE ACCESS EASEMENT  
PUE= PUBLIC UTILITY EASEMENT  
SSE= SANITARY SEWER EASEMENT  
STWSE= STORM SEWER EASEMENT  
UVE= UNOBSTRUCTED VISIBILITY EASEMENT  
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WLE= WATER LINE EASEMENT

BL= BUILDING LINE  
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BCOPR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS  
BCOPRRP= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

VOL., PG., No.= VOLUME, PAGE NUMBER

FND= FOUND  
IRC= IRON ROD W/ CAP  
S= SET

STREET NAME CHANGE

## FINAL PLAT SIERRA VISTA WEST SEC 5

A SUBDIVISION OF 63.55 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

198 LOTS 10 RESERVES 4 BLOCKS

APRIL 2021

OWNER/  
DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC.  
2901 W. SAM HOUSTON PKWY. N., SUITE C-250  
HOUSTON, TEXAS 77043  
(713) 690-1166

ENGINEER/  
SURVEYOR:

**Manhard**  
CONSULTING

2448 Technology Forest Blvd, Suite 200, The Woodlands, TX 77380 | 281-498-8830 | 281-498-8831 | 281-498-8832  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners  
Texas Board of Professional Engineers Registration No. F-18141  
Texas Board of Professional Surveyors Registration No. 12154-0728



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	2060.00'	134.00'	003°43'38"	S04°39'32"E	133.98'
C2	50.00'	65.84'	075°27'01"	S05°27'30"E	61.19'
C3	25.00'	13.39'	030°41'41"	S27°50'10"E	13.23'
C4	1782.00'	112.84'	003°37'41"	S141°8'10"E	112.82'
C5	2040.00'	496.82'	013°57'14"	S04°23'06"W	495.60'
C6	30.00'	47.12'	089°59'59"	S42°24'30"W	42.43'
C7	30.00'	47.12'	090°00'00"	S47°35'30"E	42.43'
C8	500.00'	16.66'	001°54'33"	S01°38'14"E	16.66'
C9	500.00'	16.66'	001°54'33"	S01°38'14"E	16.66'
C10	35.00'	54.98'	090°00'00"	S42°24'30"W	49.50'
C11	50.00'	67.26'	077°04'27"	N41°07'44"W	62.30'
C12	500.00'	223.10'	025°33'57"	S87°33'04"W	221.26'
C13	1500.00'	184.83'	007°03'36"	S71°41'17"W	184.71'
C14	50.00'	68.67'	078°41'44"	N53°14'38"W	63.40'
C15	1200.00'	27.97'	001°20'08"	N14°33'50"W	27.97'
C16	50.00'	78.54'	090°00'00"	S42°24'30"W	70.71'
C17	50.00'	72.91'	083°32'44"	N50°49'08"W	66.62'
C18	1560.00'	246.59'	009°03'24"	N13°34'28"W	246.33'
C19	1260.00'	433.23'	019°42'00"	N12°26'31"W	431.10'
C20	1757.00'	189.36'	006°10'30"	N19°12'15"W	189.27'
C21	2000.00'	547.69'	015°41'25"	N14°22'04"W	545.98'
C22	1000.00'	342.50'	019°37'26"	N12°24'03"W	340.83'
C23	30.00'	47.12'	090°00'00"	N42°24'35"E	42.43'
C24	30.00'	47.13'	090°00'11"	S47°35'25"E	42.43'
C25	25.00'	39.27'	090°00'00"	S67°17'31"E	35.36'
C26	25.00'	39.27'	090°00'00"	S22°42'29"W	35.36'
C27	25.00'	21.03'	048°11'23"	S26°41'12"E	20.41'
C28	25.00'	21.03'	048°11'23"	N21°30'11"E	20.41'
C29	50.00'	241.19'	276°22'46"	S87°24'30"W	66.67'
C30	25.00'	40.13'	091°58'34"	N64°05'27"W	35.96'
C31	25.00'	40.13'	091°58'34"	S27°53'07"W	35.96'
C32	25.00'	18.23'	041°46'59"	N11°50'43"E	17.83'
C33	50.00'	138.83'	159°05'16"	N46°48'25"W	98.34'
C34	25.00'	14.73'	033°45'33"	S70°31'43"W	14.52'
C35	25.00'	36.45'	083°32'44"	S50°49'08"E	33.31'
C36	25.00'	17.39'	039°51'25"	N72°39'48"W	17.04'
C37	50.00'	148.10'	169°42'49"	S42°24'30"W	99.60'
C38	25.00'	17.39'	039°51'25"	S22°31'13"E	17.04'
C39	25.00'	39.27'	090°00'00"	N42°24'30"E	35.36'
C40	25.00'	39.27'	090°00'00"	N60°13'54"W	35.36'

RESERVE AREA TABLE			
RESERVE LETTER	AREA (SQ. FT)	AREA (AC)	USAGE
A	323,146.68	7.4184	2
B	17,891.03	0.4107	1
C	3,325.00	0.0763	1
D	3,325.00	0.0763	1
E	7,979.99	0.1832	1
F	7,930.09	0.1820	1
G	7,593.78	1.7433	1
H	48,319.90	1.1093	3
I	9,534.79	0.2189	1
J	280,968.14	6.4501	4
TOTAL	778,358.40	17.8685	

USAGE NOTES:  
1. RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES.  
2. RESTRICTED TO DRAINAGE, LANDSCAPE, OPEN SPACE AND UTILITIES.  
3. RESTRICTED TO WATER PRODUCTION, LANDSCAPE, OPEN SPACE AND UTILITIES.  
4. RESTRICTED TO WASTEWATER TREATMENT, DRILL SITE, LANDSCAPE, OPEN SPACE AND UTILITIES.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C41	25.00'	39.27'	090°00'00"	S29°46'06"W	35.36'
C42	25.00'	14.41'	033°01'37"	N02°37'03"E	14.21'
C43	50.00'	126.32'	144°44'59"	N53°14'38"W	95.31'
C44	25.00'	14.41'	033°01'37"	S70°53'41"W	14.21'
C45	25.00'	34.34'	078°41'44"	S53°14'38"E	31.70'
C46	25.00'	39.27'	090°00'00"	N47°35'30"W	35.36'
C47	25.00'	39.27'	090°00'00"	S42°24'30"W	35.36'
C48	25.00'	39.27'	090°00'00"	S47°35'30"E	35.36'
C49	25.00'	39.27'	090°00'00"	N42°24'30"E	35.36'
C50	25.00'	30.77'	070°31'44"	N37°51'22"W	28.87'
C51	50.00'	218.63'	250°31'44"	N52°08'38"E	81.65'
C52	25.00'	33.63'	077°04'27"	N41°07'44"W	31.15'
C53	25.00'	19.22'	044°03'17"	N78°18'24"E	18.75'
C54	50.00'	152.05'	174°14'06"	S36°36'12"E	99.87'
C55	25.00'	23.17'	053°06'22"	S23°57'41"W	22.35'
C56	25.00'	39.27'	090°00'00"	S47°35'30"E	35.36'
C57	25.00'	39.27'	090°00'00"	N47°35'30"E	35.36'
C58	25.00'	39.27'	090°00'00"	N47°35'30"W	35.36'
C59	25.00'	39.27'	090°00'00"	S42°24'30"W	35.36'
C60	25.00'	21.03'	048°11'23"	S26°41'12"E	20.41'
C61	25.00'	21.03'	048°11'23"	N21°30'11"E	20.41'
C62	50.00'	241.19'	276°22'46"	S87°24'30"W	66.67'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N73°53'00"E	50.00'
L2	N83°17'22"E	56.35'
L3	N80°22'59"E	56.33'
L4	N77°00'48"E	73.36'
L5	N71°44'24"E	67.52'
L6	N68°35'20"E	56.33'
L7	N65°13'10"E	56.33'
L8	N62°32'08"E	150.09'
L9	N69°42'24"E	45.00'
L10	N76°45'12"E	44.97'
L11	N84°17'36"E	44.97'
L12	S88°28'05"E	70.27'
L14	S02°35'30"E	80.00'
L15	S02°35'30"E	56.67'
L16	S02°35'30"E	40.00'
L17	N55°09'45"E	15.00'
L18	N36°45'22"E	2.00'
L19	N87°24'30"E	25.00'
L20	N47°35'30"W	10.00'
L21	N44°12'49"E	5.00'
L22	N02°27'12"E	100.39'
L23	N01°06'43"W	81.03'
L24	N04°03'45"E	35.00'
L26	N48°09'53"W	20.00'
L27	N02°35'30"W	10.00'
L28	N79°47'08"E	48.79'
L29	N87°43'12"E	48.78'
L30	N84°20'36"W	48.46'
L31	N12°16'04"W	79.30'

LINE TABLE		
LINE	BEARING	LENGTH
L32	N14°38'35"W	79.47'
L33	N17°01'16"W	79.47'
L34	N19°23'56"W	79.47'
L35	N22°16'54"W	113.20'
L36	N24°28'08"W	100.07'
L37	N23°48'44"W	75.31'
L38	N21°46'56"W	74.72'
L39	N19°45'14"W	72.89'
L40	N17°41'18"W	77.43'
L41	N18°50'53"W	96.55'
L42	N15°02'14"W	96.13'
L43	N09°56'10"W	96.11'
L44	N04°50'42"W	96.09'
L45	N02°35'20"W	115.00'
L46	N18°42'59"W	107.61'
L47	N14°30'46"W	107.60'
L48	N10°08'22"W	107.60'
L49	N05°46'47"W	106.93'
L50	N17°24'20"W	99.36'
L51	N13°19'45"W	106.51'

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 1.00013789.
- 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 LAND SURVEYING 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 SAIL 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.
- SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
- 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.

BLOCK 1		
LOT NO.	SQ. FT	MIN SLAB ELEV
1	7550.00	58.10
2	6672.00	58.10
3	6759.00	58.10
4	6650.00	58.10
5	7714.00	58.15
6	8868.00	58.15
7	6656.00	58.15
8	6845.00	58.30
9	6842.00	58.30
10	6830.00	58.30
11	6830.00	58.25
12	6795.00	58.25
13	6650.00	58.25
14	6650.00	58.10
15	6650.00	58.10
16	6650.00	58.10
17	6650.00	58.10
18	6650.00	58.10
19	6650.00	58.10
20	6650.00	58.20
21	6650.00	58.20
22	6683.00	58.20
23	7214.00	58.20
24	7446.00	58.10
25	7294.00	58.10
26	7167.00	58.10
27	7068.00	58.10
28	6650.00	58.10
29	6650.00	58.10
30	6650.00	58.20
31	6517.00	58.20
32	7105.00	58.20
33	10709.00	58.20
34	7106.00	58.20
35	6711.00	58.20
36	6760.00	58.20
37	6650.00	58.20
38	6650.00	58.20
39	6650.00	58.20
40	5985.00	58.20
41	6650.00	58.20

BLOCK 2		
LOT NO.	SQ. FT	MIN SLAB ELEV
1	11999.00	58.35
2	6473.00	58.35
3	6791.00	58.35
4	6786.00	58.35
5	6786.00	58.10
6	6791.00	58.10
7	6786.00	58.10
8	6785.00	58.10
9	7930.00	58.10
10	6466.00	58.15
11	6385.00	58.15
12	6330.00	58.15
13	6341.00	58.15
14	6407.00	58.20
15	6532.00	58.20
16	6723.00	58.20
17	7020.00	58.20
18	7098.00	58.20
19	7127.00	58.20
20	7131.00	58.20
21	7137.00	58.20
22	7145.00	58.20
23	7153.00	58.30
24	7163.00	58.30
25	6925.00	58.30
26	7709.00	58.30
27	8045.00	58.30
28	6188.00	58.30
29	6421.00	58.30
30	6473.00	58.30
31	6392.00	58.30
32	6392.00	58.30
33	6392.00	58.20
34	6392.00	58.20
35	6392.00	58.20
36	6396.00	58.20
37	6404.00	58.20
38	6353.00	58.20
39	6250.00	58.20
40	7366.00	58.20
41	7655.00	58.20
42	6637.00	58.20
43	6454.00	58.20
44	6323.00	58.20
45	6343.00	58.25
46	6411.00	58.25
47	6438.00	58.25
48	6411.00	58.25
49	6437.00	58.25
50	6308.00	58.35
51	6372.00	58.35
52	6305.00	58.35
53	7659.00	58.35
54	12553.00	58.35
55	7745.00	58.35
56	6627.00	58.35
57	6650.00	58.35
58	6650.00	58.35
59	6650.00	58.35
60	6650.00	58.30
61	6650.00	58.30
62	6650.00	58.30
63	6650.00	58.30
64	6650.00	58.30
65	6650.00	58.30
66	6629.00	58.30
67	7686.00	58.30
68	12862.00	58.30
69	8409.00	58.40
70	5908.00	58.40
71	6250.00	58.40
72	6250.00	58.40
73	6250.00	58.40
74	7366.00	58.40
75	7366.00	58.20
76	6250.00	58.20
77	6250.00	58.20
78	6221.00	58.20
79	5244.00	58.20
80	6033.00	58.20
81	6976.00	58.20
82	6403.00	58.20
83	7314.00	58.20
84	7315.00	58.20
85	7314.00	58.20



STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 63.55 acre (2,768,331 square feet) tract of land situated in the Lavaca Navigation Company Survey, Abstract No. 329 in Brazoria County, Texas, being all of a called 3.6923 acre tract (Tract 2) conveyed to Land Tejas Sierra Vista West, LLC by 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 a portion of a called 1.1270 acre tract (Tract 3) conveyed to Land Tejas Sierra Vista West, LLC by 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 a portion of the remainder of a called 501.92 acre tract conveyed to McAlister Opportunity Fund III, L.P. by deed recorded in Clerk's File No. 2017063409, Brazoria County Official Public Records; said 63.55 acre (2,768,331 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) found, being the northwest corner of a called 118.2635 acre tract (Tract 1) conveyed to Land Tejas Sierra Vista West, LLC by 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 Coogon Family Partnership, Ltd. by 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 Volume 258, Page 261, Brazoria County Deed Records;

THENCE, South 02°47'43" East, 2,136.31 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the most northerly corner of said called 3.6923 acre tract (Tract 2); being on the east line of said called 8.78 acre tract, being the northwest corner and POINT OF BEGINNING of the herein described tract, and being the beginning of a non–tangent curve to the left;

THENCE, along said non–tangent curve to the left in a southerly direction, with a radius of 2,060.00 feet, a central angle of 03°43'38", an arc length of 134.00 feet, and a chord bearing South 04°39'32" East, 133.98 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being on the east line of said called 3.6923 acre tract (Tract 2);

THENCE, North 83°28'39" East, 144.99 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, South 57°44'00" East, 178.32 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the beginning of a non–tangent curve to the left;

THENCE, along said non–tangent curve to the left in a southerly direction, with a radius of 50.00 feet, a central angle of 75°27'01", an arc length of 65.84 feet, and a chord bearing South 05°27'30" East, 61.19 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the beginning of a reverse curve to the right;

THENCE, along said reverse curve to the right in a southeasterly direction, with a radius of 25.00 feet, a central angle of 30°41'41", an arc length of 13.39 feet, and a chord bearing South 27°50'10" East, 13.23 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the beginning of a reverse curve to the left;

THENCE, along said reverse curve to the left in a southerly direction, with 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 South 14°18'10" East, 112.82 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 73°53'00" East, 50.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 87°12'17" East, 572.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 83°17'22" East, 56.35 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 80°22'59" East, 56.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 77°00'48" East, 73.36 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 71°44'24" East, 67.52 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 68°35'20" East, 56.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 65°13'10" East, 56.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 62°32'08" East, 150.09 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 69°42'24" East, 45.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 76°45'12" East, 44.97 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 84°17'36" East, 44.97 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, South 88°28'05" East, 70.27 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, South 72°41'58" East, 391.08 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, South 78°38'17" East, 105.20 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being on the west line of a called 4.5169 acre tract (Tract 4) conveyed to Land Tejas Sierra Vista West, LLC by 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 northeast corner of the herein described tract, and being the beginning of a non–tangent curve to the left;

THENCE, along the west line of said called 4.5169 acre tract (Tract 4), the following six (6) courses and distances:

1. Along said non–tangent curve to the left in a southerly direction, with a radius of 2,040.00 feet, a central angle of 13°57'14", an arc length of 496.82 feet, and a chord bearing South 04°23'06" West, 495.60 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

2. South 02°35'30" East, 188.56 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the beginning of a tangent curve to the right;

3. Along said tangent curve to the right in a southwesterly direction, with a radius of 30.00 feet, a central angle of 89°59'59", an arc length of 47.12 feet, and a chord bearing South 42°24'30" West, 42.43 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

4. South 02°35'30" East, 80.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the beginning of a non–tangent curve to the right;

5. THENCE, along said non–tangent curve to the right in a southeasterly direction, with 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 47°35'30" East, 42.43 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

6. South 02°35'30" East, 154.67 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, also being the north corner of a called 0.0040 acre tract (Tract 20) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company by deed recorded in Clerk's File No. 2020063036, Brazoria County Official Public Records, and being the beginning of a tangent curve to the right;

THENCE, along said tangent curve to the right in a southerly direction, with a radius of 500.00 feet, a central angle of 01°54'33", an arc length of 16.66 feet, and a chord bearing South 01°38'14" East, 16.66 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being on the west line of said called 0.0040 acre tract (Tract 20);

THENCE, South 00°40'57" East, 133.42 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the beginning of a tangent curve to the left;

THENCE, along said tangent curve to the left in a southerly direction, with a radius of 500.00 feet, a central angle of 01°54'33", an arc length of 16.66 feet, and a chord bearing South 01°38'14" East, 16.66 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 02°35'30" East, 56.67 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the beginning of a tangent curve to the right;

THENCE, along said tangent curve to the right in a southwesterly direction, with a radius of 35.00 feet, a central angle of 90°00'00", an arc length of 54.98 feet, and a chord bearing South 42°24'30" West, 49.50 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on the south line of said called 1.1270 acre tract (Tract 3);

THENCE, South 02°35'30" East, 40.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on the south line of the remainder of said called 501.92 acre tract, being on the norhty right–of–way line of County Road No. 64 (based on a width of 40 feet) recorded in Volume 2, Page 113, Property Records of Brazoria County, Texas, and being the southeast corner of the herein described tract;

THENCE, South 87°24'30" West, 2,005.08 feet to a 5/8–inch iron rod (with cap) found, being the northwest corner of a called 58.144 acre tract conveyed to Alejandro Perez by deed recorded in Clerk's File No. 2020002398, Brazoria Official Public Records, being the northeast corner of a tract conveyed to Gulfcoast Water Authority by deed recorded in Clerk's File No. 2007098487, Brazoria County Official Public Records, being the southeast corner of said called 8.78 acre tract, being the southwest corner of the remainder of said called 501.92 acre tract, and being the southwest corner of the herein described tract;

THENCE, North 02°47'43" West, 1,663.26 feet to the POINT OF BEGINNING, CONTAINING 63.55 acres (2,768,331 square feet) of land in Brazoria County, Texas filed in the offices of Manhard Consulting, Ltd. in The Woodlands, Texas.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, MERITAGE HOMES OF TEXAS, L.L.C., A Arizona Limited Liability Company, acting by and through David Jordan, Sr., Vice President, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 63.55 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 5, 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 Visa West Sec 5 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 Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose 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 operations 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.

FURTHER, Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; *we* further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

IN TESTIMONY WHEREOF, MERITAGE HOMES OF TEXAS, L.L.C., A Arizona Limited Liability Company, has caused these presents to be signed by David Jordan, Sr., Vice President, thereunto authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

MERITAGE HOMES OF TEXAS, L.L.C.,  
A Arizona Limited Liability Company

By: \_\_\_\_\_  
David Jordan, Sr.  
Vice President

This plat is hereby APPROVED by the City of Iowa Colony City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Michael Byrum–Brasten  
Mayor

\_\_\_\_\_  
Sydney Hargroder

\_\_\_\_\_  
Arnetta Hicks–Murray

\_\_\_\_\_  
Robin Bradbery

\_\_\_\_\_  
Kacy Smajstria

\_\_\_\_\_  
Chad Wilsey  
Mayor Pro–Tem

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

\_\_\_\_\_  
Steven Bradbery

\_\_\_\_\_  
Melanie Hampton

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared David Jordan, Sr., Vice President of Meritage Homes of Texas, L.L.C., A Arizona 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

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Dinh V. Ho, P.E.

## FINAL PLAT SIERRA VISTA WEST SEC 5

A SUBDIVISION OF 63.55 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

198 LOTS      10 RESERVES      4 BLOCKS

APRIL 2021

OWNER/  
DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC.  
2901 W. SAM HOUSTON PKWY. N., SUITE C–250  
HOUSTON, TEXAS 77043  
(713) 690–1166

ENGINEER/  
SURVEYOR:





Wednesday, April 28, 2021

Travis Harrison, P.E.  
Elevation Land Solutions  
2445 Technology Forest Blvd., Suite 200  
The Woodlands, TX 77381

Re: Sierra Vista West Section 6 Final Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SFP 210310-0257  
Adico, LLC Project No. 16007-2-182


Dear Mr. Harrison,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista West Section 6 Final Plat package received on or about April 28, 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 April 28, 2021. Please provide two (2) mylar prints and ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Thursday, April 29, 2021 for consideration at the May 4, 2021 Planning and Zoning meeting.

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

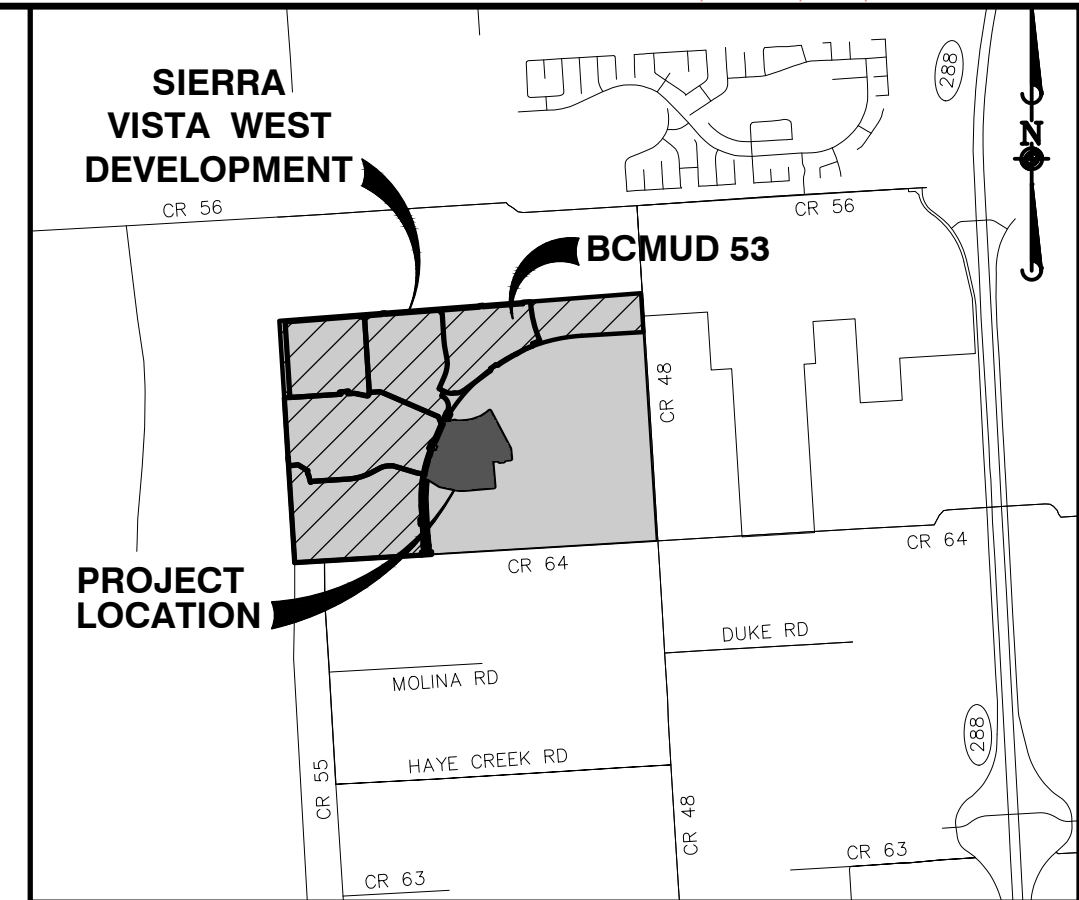
Sincerely,  
Adico, LLC

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

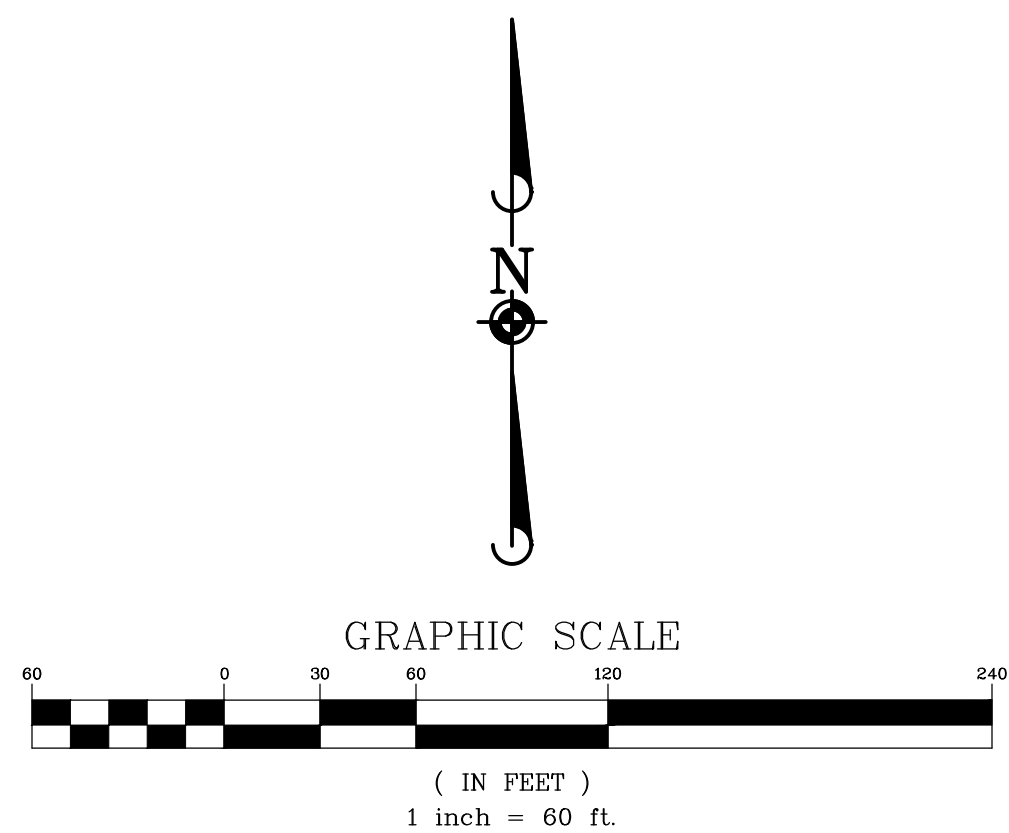
Copy

Cc: Kayleen Rosser, City Secretary, ([krusser@iowacolonytx.gov](mailto:krusser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@rcoxconsulting.com](mailto:rcox@rcoxconsulting.com))  
File: 16007-2-182





VICINITY MAP  
BRAZORIA COUNTY KEY MAP: 692 J & N  
SCALE: 1" = 2,640'



## ABBREVIATIONS

AE=	AERIAL EASEMENT
DE=	DRAINAGE EASEMENT
PAE=	PRIVATE ACCESS EASEMENT
PUE=	PUBLIC UTILITY EASEMENT
SSE=	SANITARY SEWER EASEMENT
STM SE=	STORM SEWER EASEMENT
UVE=	UNOCCUPIED 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
BCOPRRP=	BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
VOL., PG., No.=	VOLUME, PAGE NUMBER
FND=	FOUND
IRC=	IRON ROD W/ CAP SET
"S"=	STREET NAME CHANGE

## FINAL PLAT SIERRA VISTA WEST SEC 6

A SUBDIVISION OF 24.64 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

84 LOTS      7 RESERVES      6 BLOCKS

APRIL 2021

OWNER/  
DEVELOPER:

LAND TEJAS SIERRA VISTA WEST, LLC.  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783-6702

ENGINEER/  
SURVEYOR:

**Manhard**  
CONSULTING

2448 Technology Forest Blvd, Suite 200, The Woodlands, TX 77380 | (409) 883-2000 | (409) 883-2001 | manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners  
Texas Board of Professional Engineers Registration No. F-18141  
Texas Board of Professional Surveyors Registration No. 12158-0728

REMAINDER OF  
CALLED 501.92 ACRES  
MCALISTER OPPORTUNITY  
FUND III, LP  
BCCF No. 2017063409

REMAINDER OF  
CALLED 501.92 ACRES  
MCALISTER OPPORTUNITY  
FUND III, LP  
BCCF No. 2017063409

SIERRA VISTA  
WEST  
SEC. 5

SIERRA VISTA  
WEST  
SEC. 4

PONDEROSA  
PINE DRIVE  
(100' ROW)

RES B



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	TANGENT
C1	25.00'	39.27'	090°00'00"	S40°54'40"W	35.36'	25.00
C2	25.00'	39.27'	090°00'00"	N49°05'20"W	35.36'	25.00
C3	1960.00'	410.73'	012°00'24"	N16°03'32"E	409.97'	206.12
C4	30.00'	48.20'	092°03'08"	N68°05'17"E	43.18'	31.09
C5	30.00'	47.12'	090°00'00"	N20°53'09"W	42.43'	30.00
C6	400.00'	196.90'	028°12'11"	S79°59'15"E	194.91'	100.48
C7	500.00'	200.55'	022°58'54"	N15°34'47"W	199.21'	101.64
C8	55.00'	77.98'	081°14'18"	N67°41'24"W	71.61'	47.17
C9	600.00'	162.15'	015°29'03"	S79°25'59"W	161.66'	81.57
C10	75.00'	82.55'	063°03'39"	S55°38'41"W	78.44'	46.01
C11	1773.00'	303.12'	009°47'44"	S19°12'59"W	302.75'	151.93
C12	55.00'	87.59'	091°15'00"	S31°18'23"E	78.63'	56.21
C13	500.00'	149.73'	017°09'28"	S85°30'37"E	149.17'	75.43
C14	55.00'	86.39'	090°00'00"	N40°54'40"E	77.78'	55.00
C15	300.00'	120.33'	022°58'54"	N15°34'47"W	119.53'	60.99
C16	55.00'	67.56'	070°22'32"	N62°15'30"W	63.39'	38.78
C17	55.00'	39.71'	041°21'45"	S61°52'21"W	38.85'	20.76
C18	200.00'	85.61'	024°31'33"	S28°55'42"W	84.96'	43.47
C19	200.00'	49.21'	014°05'52"	S09°37'00"W	49.09'	24.73
C20	30.00'	46.00'	087°51'24"	N21°57'27"W	41.63'	28.90
C21	30.00'	47.12'	090°00'00"	N69°06'51"E	42.43'	30.00
C22	30.00'	47.12'	090°00'00"	S20°53'09"E	42.43'	30.00
C23	30.00'	48.32'	092°17'37"	S67°58'03"W	43.27'	31.23
C24	300.00'	34.29'	006°32'55"	S62°36'41"E	34.27'	17.16
C25	300.00'	31.16'	005°57'03"	N68°51'41"W	31.14'	15.59
C26	300.00'	34.29'	006°32'55"	S62°36'41"E	34.27'	17.16
C27	300.00'	31.16'	005°57'03"	N68°51'41"W	31.14'	15.59
C28	25.00'	36.02'	082°33'05"	N24°36'37"W	32.98'	21.94
C29	25.00'	37.98'	087°03'16"	N70°35'13"E	34.43'	23.75
C30	25.00'	56.43'	129°19'56"	S25°18'13"E	45.19'	52.81
C31	25.00'	34.43'	078°54'29"	S56°07'10"W	31.77'	20.57
C32	25.00'	39.27'	090°00'00"	N49°05'20"W	35.36'	25.00
C33	25.00'	49.30'	112°58'54"	N29°25'13"E	41.69'	37.76
C34	25.00'	29.24'	067°01'06"	S60°34'47"E	27.60'	16.55
C35	25.00'	39.27'	090°00'00"	S40°54'40"W	35.36'	25.00
C36	25.00'	39.27'	090°00'00"	N49°05'20"W	35.36'	25.00
C37	25.00'	44.45'	101°52'20"	N34°58'30"E	38.82'	30.80
C38	25.00'	35.13'	080°30'19"	S53°50'11"E	32.31'	21.17
C39	25.00'	39.27'	090°00'00"	S40°54'40"W	35.36'	25.00
C40	25.00'	16.38'	037°32'36"	N05°20'33"E	16.09'	8.50

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	TANGENT
C41	50.00'	120.56'	138°08'51"	N55°38'41"E	93.40'	130.76
C42	25.00'	16.38'	037°32'36"	S74°03'12"E	16.09'	8.50
C43	45.00'	49.53'	063°03'39"	S55°38'41"W	47.07'	27.61
C44	25.00'	35.45'	081°14'18"	N67°41'24"W	32.55'	21.44
C45	25.00'	15.01'	034°23'47"	N54°29'34"E	14.78'	7.74
C46	50.00'	131.13'	150°15'47"	S67°34'26"E	96.65'	188.33
C47	25.00'	15.11'	034°37'41"	S09°45'24"E	14.88'	7.79
C48	25.00'	39.82'	091°15'00"	S31°18'23"E	35.74'	25.55
C49	25.00'	14.84'	034°00'27"	N76°50'32"W	14.62'	7.65
C50	50.00'	130.25'	149°15'01"	N19°13'15"W	96.42'	181.83
C51	25.00'	17.73'	040°37'26"	N35°05'32"E	17.36'	9.25
C52	25.00'	42.37'	097°05'59"	N51°07'03"E	37.48'	28.31
C53	25.00'	42.17'	098°39'24"	S45°45'38"E	37.35'	28.09
C54	25.00'	39.27'	090°00'00"	N40°54'40"E	35.36'	25.00
C55	25.00'	14.76'	033°49'49"	S21°00'15"E	14.55'	7.60
C56	50.00'	144.70'	165°48'31"	S44°59'06"W	99.23'	401.67
C57	25.00'	18.32'	041°58'42"	N73°05'59"W	17.91'	9.59
C58	530.00'	20.00'	002°09'44"	S85°21'43"E	20.00'	10.00

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°53'09"E	25.00'
L2	N73°04'05"E	91.37'
L3	S75°15'36"E	55.54'
L4	N85°05'21"E	56.40'
L5	N78°30'27"E	55.33'
L6	N51°36'45"E	53.19'
L7	S85°54'40"W	87.86'
L8	S85°54'40"W	60.00'
L9	S85°54'40"W	100.00'
L10	S86°33'40"W	65.05'
L11	N88°17°05"W	71.57'
L12	N82°25'45"W	71.59'
L13	N23°24'18"E	100.01'
L14	N04°05'20"W	18.45'
L15	N27°04'14"W	59.43'
L16	N82°33'14"E	45.71'
L17	N41°11'29"E	42.04'
L18	N02°34'04"E	88.72'
L19	S34°21'19"E	7.75'
L20	S22°25'45"W	8.50'
L21	N71°24'51"E	8.62'
L22	N45°24'52"W	17.23'
L23	N65°53'09"W	10.00'
L24	S65°53'09"E	10.00'
L25	S59°20'13"E	97.20'
L26	N71°50'12"W	113.49'
L27	N65°53'09"W	10.00'
L28	S65°53'09"E	10.00'
L29	N20°53'09"W	14.14'
L30	S29°49'58"E	39.42'
L31	N24°06'51"E	6.87'
L32	N65°53'09"W	60.00'
L33	N63°57'32"E	29.98'
L34	N87°10'30"E	60.00'
L35	N67°45'10"E	13.80'

FINAL PLAT NOTES:

- THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 02/04/2020
- 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 1.00013789.
- 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 LAND SURVEYING 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 OR 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.
- 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.
- THE PLAT IS SUBJECT TO THE REQUIREMENTS OF SIERRA VISTA DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND LAND TEJAS SIERRA VISTA WEST, LLC.
- THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF IOWA COLONY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage
A	5,425.75	0.1246	1
B	11,798.62	0.2709	2
C	13,527.46	0.3105	2
D	2,961.48	0.0680	2
E	7,367.67	0.1691	2
F	10,071.11	0.2312	2
G	3,300.00	0.0758	2
TOTAL	54,452.09	1.2501	

USAGE NOTES:

- RESTRICTED TO LIFT STATION AND UTILITIES.
- RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES.

## FINAL PLAT SIERRA VISTA WEST SEC 6

A SUBDIVISION OF 24.64 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

84 LOTS      7 RESERVES      6 BLOCKS

APRIL 2021

OWNER/  
DEVELOPER: LAND TEJAS SIERRA VISTA WEST, LLC.  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783-6702

ENGINEER/  
SURVEYOR:





STATE OF TEXAS           §  
COUNTY OF BRAZORIA   §

A METES & BOUNDS description of a certain 24.64 acre (1,073,402 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 McAlister Opportunity Fund III, L.P. by deed recorded in Clerk's File No. 2017063409, Brazoria County Official Public Records; said 24.64 acre (1,073,402 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 "Manhard") found, being the southeast corner of Reserve A of Sierra Vista West Section 2 recorded in Clerk's File No. 2019057724, Plat Records of Brazoria County, and being on the west line of a called 4.5169 acre tract (Tract 4) conveyed to Land Tejas Sierra Vista West, LLC by 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;

THENCE, North 24°06'51" East, 187.38 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the northwest corner of said called 4.5169 acre tract (Tract 4), being on the west right–of–way of Crystal View Drive of Crystal View Drive Phase II Street Dedication and Reserves recorded in Clerk's File No. 2019057701, Brazoria County Map Records, and being on the east line of said Reserve A;

THENCE, South 65°53'09" East, 80.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the northeast corner of said called 4.5169 acre tract (Tract 4) and being on the east right–of–way of said Crystal View Drive;

THENCE, South 24°06'51" West, 140.81 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on the east line of said called 4.5169 acre tract (Tract 4) and being the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 65°53'09" East, 25.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 73°04'05" East, 91.37 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 75°15'36" East, 55.54 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 87°10'30" East, 120.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 85°05'21" East, 56.40 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 78°30'27" East, 55.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 71°41'27" East, 143.28 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 57°44'52" East, 117.60 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 51°36'45" East, 53.19 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the northeast corner of the herein described tract;

THENCE, South 27°04'14" East, 671.33 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 04°05'20" East, 155.23 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 85°54'40" West, 87.86 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the beginning of a tangent curve to the left;

THENCE, along said tangent curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 40°54'40" West, 35.36 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 85°54'40" West, 60.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the beginning of a non–tangent curve to the left;

THENCE, along said non–tangent curve to the left in a northwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 49°05'20" West, 35.36 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 85°54'40" West, 100.00 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 04°05'20" East, 419.05 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being the southeast corner of the herein described tract;

THENCE, South 85°54'40" West, 409.59 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, South 86°33'40" West, 65.05 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 88°17'05" West, 71.57 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 82°25'45" West, 71.59 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 76°55'53" West, 244.44 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set;

THENCE, North 57°11'04" West, 228.02 feet to a 5/8–inch iron rod (with cap stamped "Manhard") set, being on the east line of said called 4.5169 acre tract (Tract 4), being the southwest corner of the herein described tract, and being the beginning of a non–tangent curve to the right;

THENCE, along the east line of said called 4.5169 acre tract (Tract 4), the following four (4) courses and distances:

1. Along said non–tangent curve to the right in a northerly direction, with a radius of 1,960.00 feet, a central angle of 12°00'24", an arc length of 410.73 feet, and a chord bearing North 16°03'32" East, 409.97 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the beginning of a compound curve to the right;

2. Along said compound curve to the right in an easterly direction, with a radius of 30.00 feet, a central angle of 92°03'08", an arc length of 48.20 feet, and a chord bearing North 68°05'17" East, 43.18 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

3. North 23°24'18" East, 100.01 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found, being the beginning of a non–tangent curve to the right;

4. Along said non–tangent curve to the right in a northerly direction, with a radius of 30.00 feet, a central angle of 90°00'00", an arc length of 47.12 feet, and a chord bearing North 20°53'09" West, 42.43 feet to a 5/8–inch iron rod (with cap stamped "Manhard") found;

THENCE, North 24°06'51" East, 359.57 feet to the POINT OF BEGINNING, CONTAINING 24.64 acres (1,073,402 square feet) of land in Brazoria County, Texas filed in the offices 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 24.64 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 6, 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 Visa West Sec 6 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 Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose 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 operations 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.

FURTHER, Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

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, thereunto 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–Brasten  
Mayor

\_\_\_\_\_  
Sydney Hargroder

\_\_\_\_\_  
Arnetta Hicks–Murray

\_\_\_\_\_  
Robin Bradbery

\_\_\_\_\_  
Kacy Smajstria

\_\_\_\_\_  
Chad Wilsey  
Mayor Pro–Tem

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

\_\_\_\_\_  
Steven Bradbery

\_\_\_\_\_  
Melanie Hampton

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

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Dinh V. Ho, P.E.

## FINAL PLAT SIERRA VISTA WEST SEC 6

A SUBDIVISION OF 24.64 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

84 LOTS           7 RESERVES           6 BLOCKS

APRIL 2021

OWNER/  
DEVELOPER:   LAND TEJAS SIERRA VISTA WEST, LLC.  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783–6702

ENGINEER/  
SURVEYOR:     
2448 Technology Forest Blvd, Suite 202, The Woodlands, TX 77381 | 281-688-8820 | 281-688-8820 | manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners  
Texas Board of Professional Engineers Registration No. F-18141  
Texas Board of Professional Surveyors Registration No.



Monday, April 26, 2021

Stan Winter  
Jones Carter  
1575 Sawdust Road, Suite 400  
The Woodlands, TX 77380

Re: Sierra Vista West Section 8 Preliminary Plat  
Letter of Recommendation to Approve  
CIOC Project No. SPP 210301-0213  
ALLC Project No. 16007-2-179


Dear Mr. Winter;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sierra Vista West Section 8 Preliminary Plat received on or about April 23, 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 on April 23, 2021. Please submit ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, 12003 Iowa Colony Blvd., Iowa Colony, Texas, by no later than Wednesday, April 28, 2021 for consideration at the May 4, 2021 Planning and Zoning Commission 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 ([krosser@cityofiowacolony.com](mailto:krosser@cityofiowacolony.com))  
Ron Cox, City Manager ([rcox@rcoxconsulting.com](mailto:rcox@rcoxconsulting.com))  
File: 16007-2-171



RESTRICTED RESERVE [A]  
Restricted to Landscape, Utility  
& Open Space Purposes Only  
0.57 AC  
2,605 Sq Ft



Line Table		
Line	Bearing	Distance
L1	N85°54'40"E	100.00'
L2	N85°54'40"E	60.00'
L3	N85°54'40"E	35.20'
L4	S24°08'02"E	51.47'
L5	S34°11'34"E	62.05'
L6	N82°27'19"E	55.52'
L7	N76°43'26"E	183.81'
L8	N83°02'04"E	74.87'
L9	N87°24'30"E	249.96'
L10	N87°23'17"E	60.00'
L11	S02°36'43"E	104.46'
L12	N87°23'17"E	129.79'
L13	S02°36'43"E	202.34'
L14	S87°24'30"W	389.59'
L15	S02°44'32"E	305.14'
L16	S70°59'35"W	174.71'
L17	N02°36'43"W	107.00'
L18	N02°36'43"W	60.00'
L19	N02°36'43"W	100.00'
L20	S87°23'17"W	254.00'
L21	N57°42'11"W	27.83'
L22	N19°32'32"W	51.21'

Curve Table						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	25.00'	90°00'00"	39.27'	S49°05'20"E	35.36'	25.00'
C2	25.00'	90°00'00"	39.27'	N40°54'40"E	35.36'	25.00'
C3	420.00'	8°52'30"	65.06'	S89°39'05"E	64.99'	32.59'
C5	25.00'	90°00'00"	39.27'	N42°23'17"E	35.36'	25.00'
C6	25.00'	90°00'00"	39.27'	N47°36'43"W	35.36'	25.00'

20.00 ACRES TO:  
JAMES P. BRYSCH AND  
JENNIFER BRYSCH  
B.C.C.F. No. 2007057291  
O.P.R.B.C.T.

# SIERRA VISTA WEST SEC 8

A SUBDIVISION OF 19.21 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

79 LOTS      1 RESERVE      3 BLOCKS  
FEBRUARY 2021

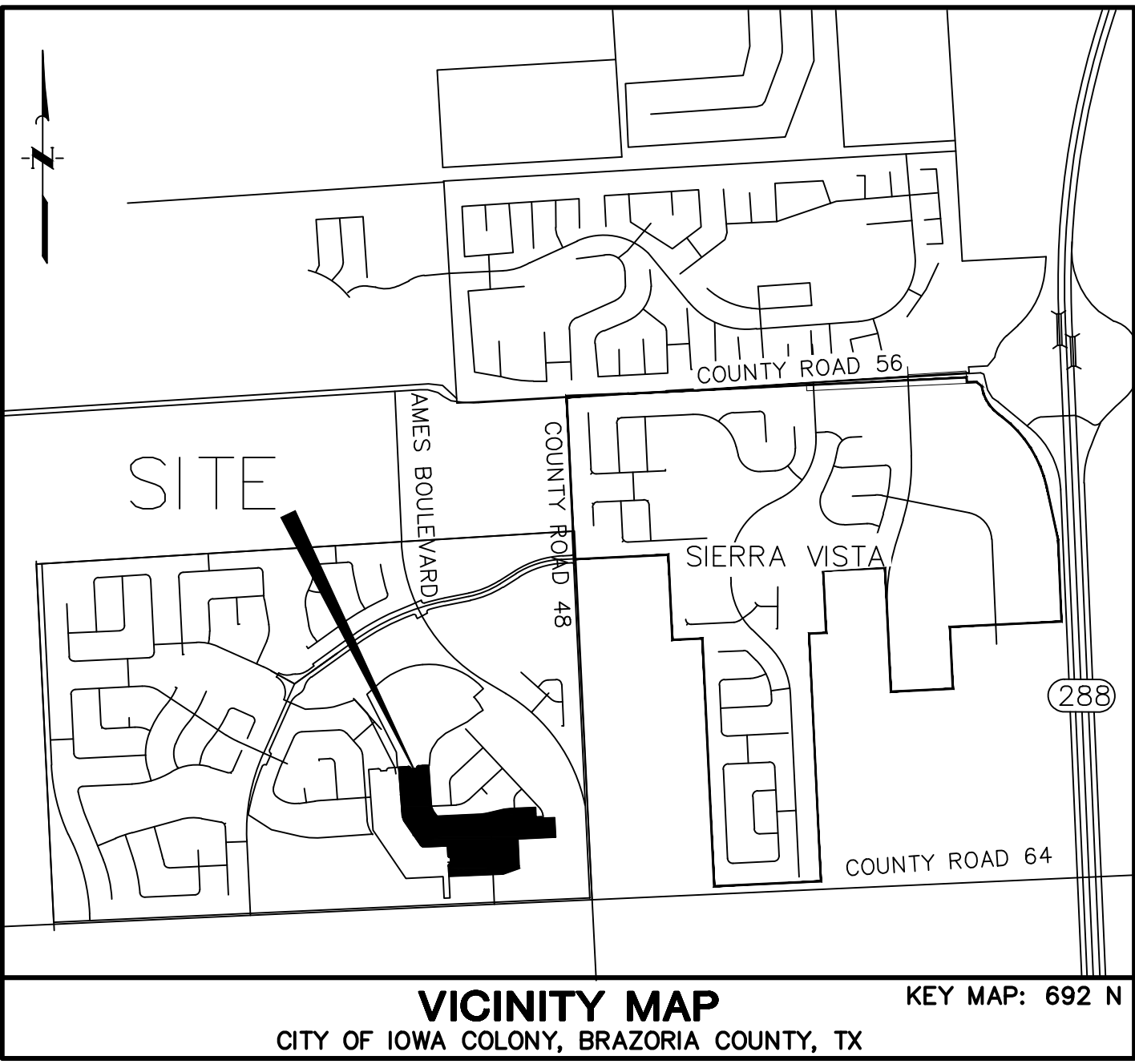
SURVEYOR:  
BASELINE CORPORATION  
1750 SEAMIST DR  
STE 160  
HOUSTON, TX 77008

ENGINEER:  
ELEVATION LAND SOLUTIONS  
BUILDING 4  
2445 TECHNOLOGY FOREST BLVD STE 200  
HOUSTON, TX 77008

OWNER/ DEVELOPER:  
LAND TEXAS SIERRA VISTA WEST, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
2450 FONDREN, STE 210

PLANNER:  
JONES & CARTER  
Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 108864-044  
6380 West Loop South, Suite 150 - Bellaire, TX 77401 • 713.777.3337

- PRELIMINARY PLAT NOTES:
- Slab elevations (finished floor) shall be set at or above the minimum slab elevations defined in this plat.
  - 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.
  - All property shall drain into the drainage easement only through an approved drainage structure.
  - The property subdivided in the foregoing plat lies within Brazoria County Drainage District #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.
  - Other than shown hereon, there are no pipeline easements, or pipelines within the boundaries of this plat.
  - All storm water drainage pipes, culverts, or other (includes driveway culverts) will be a minimum 24" I.D. or equal.
  - No Building Permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
  - 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.
  - Subdivision is located in Zone "X" with no base flood base elevation required. This information is based on Brazoria County FIRM Community Map 48035C0115K dated December 30, 2020.
  - All bearings based on the Texas State Plane Coordinate System, South Central Zone.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - All streets shall be constructed in accordance with the city's design criteria.
  - All water and wastewater facilities shall conform to the city's design criteria.
  - 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.
  - All easements are centered on lot lines unless shown otherwise.
  - This tract lies within Brazoria County MUD No. 53.
  - The plat 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 or as amended.
  - All offsite easements to be dedicated by separate instrument.
  - This subdivision contains one or more permanent access easements that have not been dedicated to the public or accepted by the City of Iowa Colony or any other local government agency as public rights-of-way. The City of Iowa Colony has no obligation, nor does any other local government agency have any obligation, to maintain or improve any permanent access easement within the subdivision, which obligation shall be the sole responsibility of the owners of the property in this subdivision.





Wednesday, April 21, 2021

Stan Winter  
Jones Carter  
1575 Sawdust Road, Suite 400  
The Woodlands, TX 77380

Re: Sierra Vista West Section 9 Preliminary Plat  
Letter of Recommendation to Approve  
CIOC Project No. SPP 210413-0504  
ALLC Project No. 16007-2-186

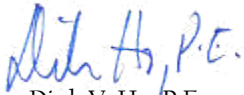
Dear Mr. Winter;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sierra Vista West Section 9 Preliminary Plat received on or about April 19, 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 April 19, 2021. Please provide ten (10) copies of the plat to Kayleen Rosser, City Secretary, by no later than April 26, 2021 for consideration at the May 4, 2021 Planning and Zoning Commission 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

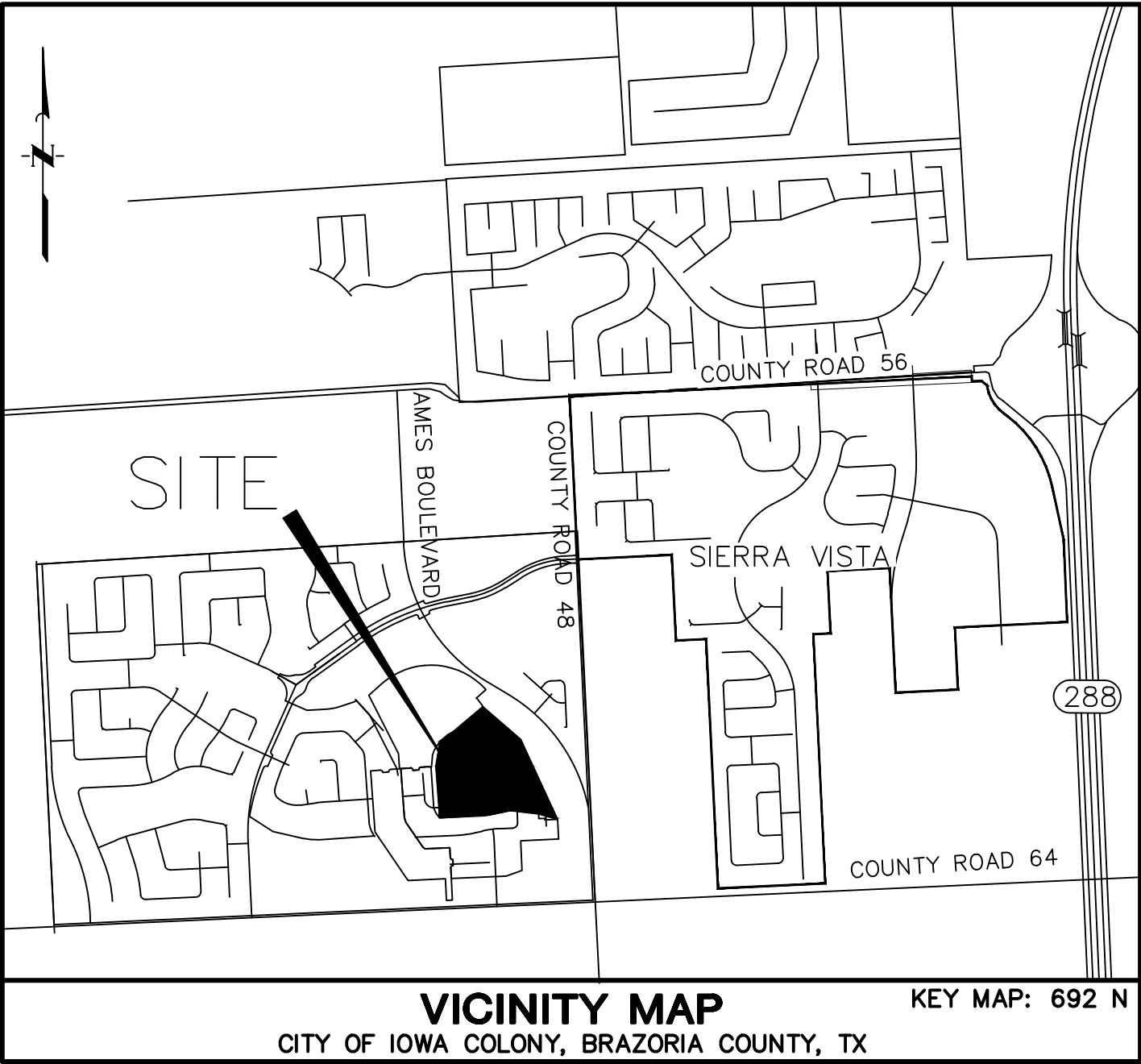
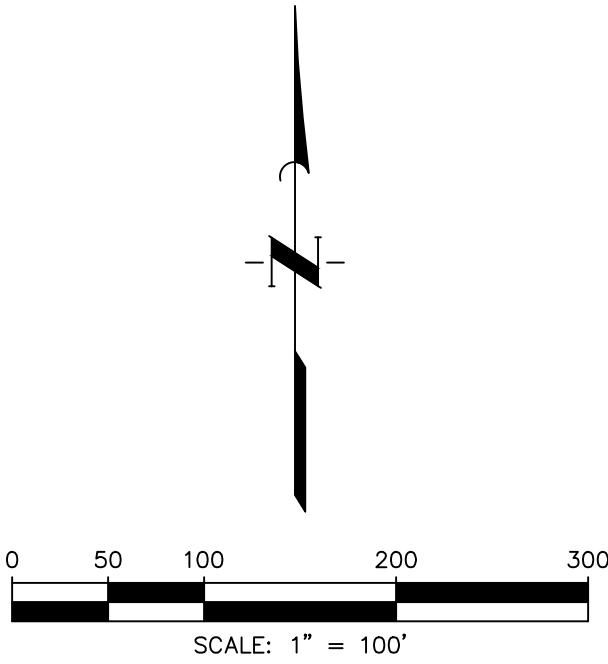
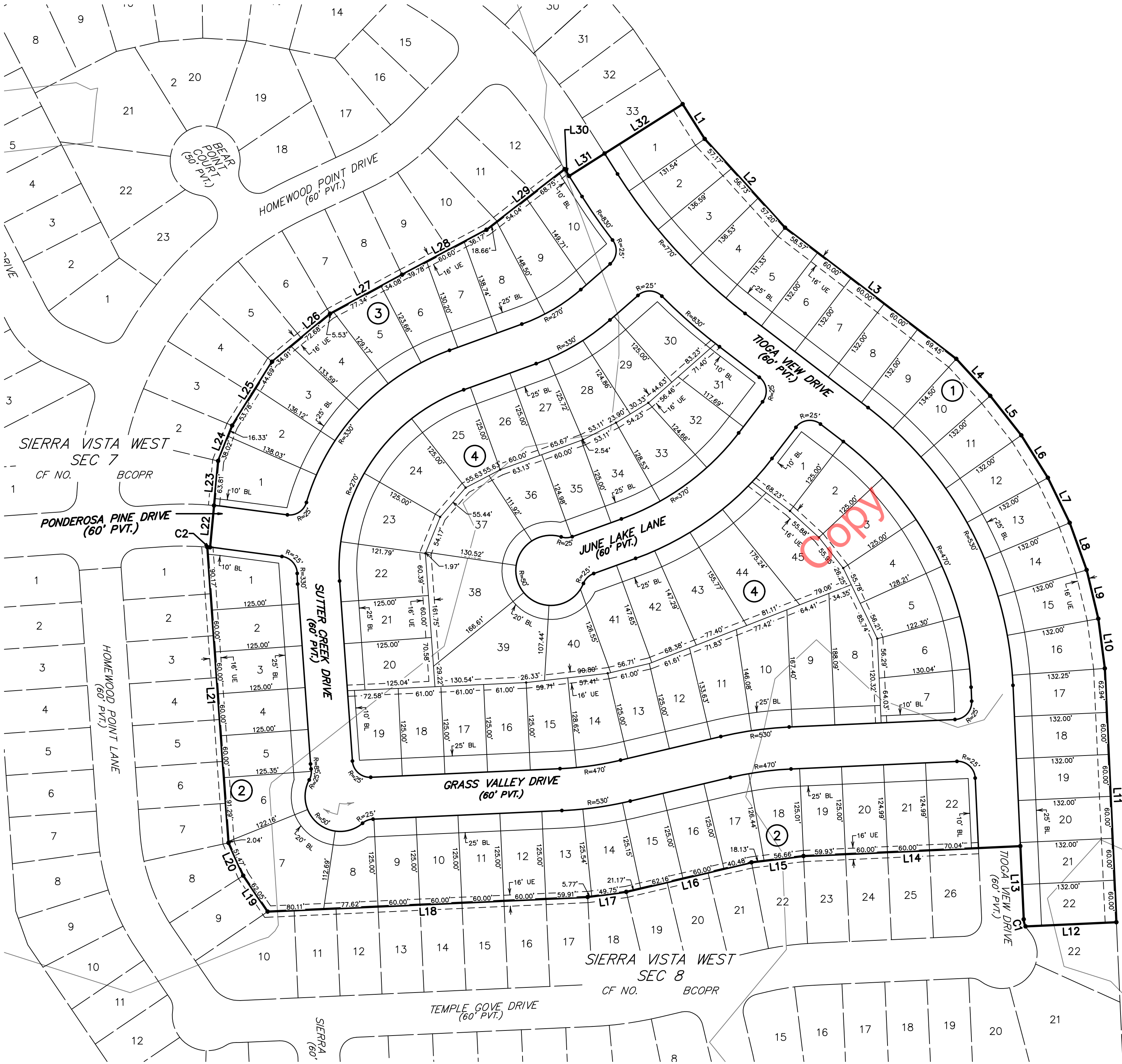
Copy

Cc: Kayleen Rosser, City Secretary ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-186



Line Table		
Line	Bearing	Distance
L1	S32°21'18"E	58.81'
L2	S42°09'03"E	171.10'
L3	S52°32'03"E	308.02'
L4	S42°28'10"E	71.75'
L5	S38°16'00"E	71.57'
L6	S32°04'10"E	71.57'
L7	S25°52'20"E	71.57'
L8	S19°40'30"E	71.57'
L9	S13°28'41"E	71.57'
L10	S07°28'46"E	71.58'
L11	S02°36'43"E	362.94'
L12	S87°23'17"W	129.79'
L13	S02°36'43"E	104.46'
L14	N87°24'16"E	309.96'
L15	N83°02'04"E	74.87'
L16	N76°43'28"E	183.81'
L17	N82°27'19"E	55.52'
L18	N87°23'17"E	457.64'
L19	S34°11'34"E	62.05'
L20	S24°08'02"E	51.47'
L21	S04°05'20"E	423.51'
L22	N05°19'38"E	60.00'
L23	S05°19'38"W	63.81'
L24	S21°36'41"W	54.35'
L25	S31°59'06"W	107.54'
L26	S50°18'02"W	107.59'
L27	S61°37'48"W	116.94'
L28	S61°59'24"W	136.56'
L29	S52°12'32"W	141.46'
L30	S32°21'18"E	11.62'
L31	S57°38'42"W	60.00'
L32	S57°38'42"W	132.00'

Curve Table					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	241°4'52"	10.58'	S14°44'09"E	10.50'
C2	420.00'	0°32'28"	3.97'	N84°56'36"W	3.97'



- PRELIMINARY PLAT NOTES:
- Slab elevations (finished floor) shall be set at or above the minimum slab elevations defined in this plat.
  - 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.
  - All property shall drain into the drainage easement only through an approved drainage structure.
  - The property subdivided in the foregoing plat lies within Brazoria County Drainage District #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.
  - Other than shown hereon, there are no pipeline easements, or pipelines within the boundaries of this plat.
  - All storm water drainage pipes, culverts, or other (includes driveway culverts) will be a minimum 24" I.D. or equal.
  - No Building Permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
  - 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.
  - Subdivision is located in Zone "X" with no base flood base elevation required. This information is based on Brazoria County FIRM Community Map 485455, Panel 115K, dated December 30, 2020.
  - All bearings based on the Texas State Plane Coordinate System, South Central Zone.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - All streets shall be constructed in accordance with the city of Iowa Colony's design criteria.
  - All water and wastewater facilities shall conform to the city of Iowa Colony's design criteria.
  - 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.
  - All easements are centered on lot lines unless shown otherwise.
  - This tract lies within Brazoria County MUD No. 53.
  - The plat 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 or as amended.
  - All offsite easements to be dedicated by separate instrument.
  - 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 or re-subdivided in a recorded subdivision 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.

# SIERRA VISTA WEST

## SEC 9

A SUBDIVISION OF 24.9 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

99 LOTS

3 BLOCKS

APRIL 2021

SURVEYOR:  
BASELINE 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

PLANNER:  
**JC JONES CARTER**  
Texas Board of Professional Engineers Registration No. F-439  
Texas Board of Professional Land Surveying Registration No. 109464-04  
6300 West Loop South, Suite 150 - Bellaire, TX 77401 • 713.777.5337



Tuesday, April 27, 2021

Donna Eckels  
Pro-Surv  
PO Box 1366  
Friendswood, TX 77549

**Re: Williams Addition Preliminary Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SPP 210406-0444  
Adico, LLC Project No. 16007-2-184**

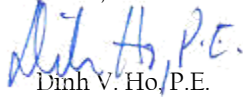
Dear Ms. Eckels,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the third submittal of Williams Addition preliminary plat package received on or about April 26, 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 preliminary plat as resubmitted on April 26, 2021. Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, 12003 Iowa Colony Blvd., Iowa Colony, TX 77583 by no later than Wednesday, April 28<sup>th</sup> for consideration at the May 4, 2021 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@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
File: 16007-2-184



OWNERS CERTIFICATION

THE STATE OF TEXAS . . . . . KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF BRAZORIA . . . . .

WE, TRENT ANTHONY WILLIAMS AND MELISSA MECHELLE WILLIAMS, HEREINAFTER REFERRED TO AS OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PRELIMINARY PLAT OF WILLIAMS ADDITION, A SUBDIVISION CONSISTING OF A 1.4442 ACRE TRACT OUT OF TRACT 61, IOWA COLONY, SECTION 66, SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, ABSTRACT NO. 560, IN BRAZORIA COUNTY, TEXAS, RECORDED IN CLERK'S FILE NO. 2018022065 OF THE BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION ACCORDING TO THE EASEMENTS, LINES, LOTS, AND NOTATIONS THEREOF SHOWN AND DESIGNATE SAID SUBDIVISION AS WILLIAMS ADDITION, DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, TRENT ANTHONY WILLIAMS AND MELISSA MECHELLE WILLIAMS, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PRELIMINARY PLAT OF OF WILLIAMS ADDITION, HAVE COMPLIED WITH, OR WILL COMPLY WITH, THE EXISTING REGULATIONS HERETOFORE ON FILE AND ADOPTED BY THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

WITNESS OUR HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

TRENT ANTHONY WILLIAMS, OWNER  
MELISSA MECHELLE WILLIAMS, OWNER

THE STATE OF TEXAS . . . . . KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF BRAZORIA . . . . .

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRENT ANTHONY WILLIAMS AND MELISSA MECHELLE WILLIAMS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

PRINTED NAME  
MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, COUNTY CLERK, BRAZORIA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 2021, AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M. IN DOCUMENT NUMBER \_\_\_\_\_ BRAZORIA COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT ANGLETON, BRAZORIA COUNTY, TEXAS, THE DAY AND DATE LAST WRITTEN ABOVE.

JOYCE HUDMAN  
COUNTY CLERK  
BRAZORIA COUNTY, TEXAS

THIS IS TO CERTIFY THAT THE PLANNING DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WILLIAMS ADDITION IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF IOWA COLONY AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2021.

DAVID HURST  
CHAIRMAN  
PLANNING CHAIRMAN

STEVEN BYRUM-BRATSEN  
MEMBER  
PLANNING COMMISSION

LES HOSEY  
MEMBER  
PLANNING COMMISSION

MELANIE HAMPTON  
MEMBER  
PLANNING COMMISSION

VINCE PATTERSON  
MEMBER  
PLANNING COMMISSION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF WILLIAMS ADDITION IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF IOWA COLONY AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2021.

MICHAEL BYRUM-BRATSEN  
MAYOR

SYDNEY HARGRODER  
COUNCIL MEMBER

ARNETTA MURRAY  
COUNCIL MEMBER

ROBIN BRADBERRY  
COUNCIL MEMBER

KACY SMAJSTRLA  
COUNCIL MEMBER

CHAD WILSEY  
MAYOR PRO-TEM

DINH HO, P.E.  
CITY ENGINEER

CERTIFICATE OF SURVEYOR

I, TOBY PAUL COUCHMAN, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT ALL BEARINGS, DISTANCES, AND OTHER ASSOCIATED BOUNDARY INFORMATION ON THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET UNLESS OTHERWISE NOTED, AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

PURPOSE OF DOCUMENT: PLAT REVIEW  
SURVEYOR OF RECORD:  
TOBY PAUL COUCHMAN  
REGISTRATION #5565  
RELEASE DATE: 04/26/2021

TOBY PAUL COUCHMAN, R.P.L.S.  
TEXAS REGISTRATION NO. 5565

"PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEW OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

KUCERA CLARENCE S  
A0281 H T & B R R, TRACT 60  
VOL. 1196, PG. 712  
B.C.D.R.

HEADWAY ESTATES LTD  
ACRES 219.2453  
C.F. 2005052381

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 1.4442 ACRES OUT OF TRACT 161, IOWA COLONY, SECTION 66 AS RECORDED IN VOLUME 2, PAGE 81 OF THE BRAZORIA COUNTY PLAT RECORDS; H. T. & B. R.R. SURVEY, ABSTRACT 560, BRAZORIA COUNTY, TEXAS, BEING THE SAME TRACT RECORDED IN THE NAME OF JESUS JOSE MUNOZ UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2018007112 (TRACTS ONE & TWO) OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS (O.R.B.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON SAID B.C.C.F. NO. 2018007112 OF THE O.R.B.C.T.)

BEGINNING AT A 1/2 INCH CAPPED IRON ROD SET AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 81 AND THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 48 BEING THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 02°41'20" WEST, WITH SAID EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 48, A DISTANCE OF 352.71 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF THIS TRACT;

THENCE, WITH THE LINES OF A TRACT RECORDED IN THE NAME OF 288/6 PARTNERS, LTD. UNDER B.C.C.F. NO. 2004003303 OF THE O.R.B.C.T. THE FOLLOWING FOUR (4) COURSES:

- NORTH 87°25'08" EAST, A DISTANCE OF 115.18 FEET TO A 1/2 INCH IRON ROD FOUND AT THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;
- SOUTH 02°50'29" EAST, A DISTANCE OF 234.49 FEET TO AN INTERIOR CORNER OF THIS TRACT FROM WHICH POINT A 1/2 INCH IRON ROD BEARS NORTH 15°37'12" EAST 0.66 FEET;
- NORTH 87°26'56" EAST, A DISTANCE OF 185.39 FEET TO A 1/2 INCH IRON ROD FOUND AT THE MOST SOUTHERLY NORTHEAST CORNER OF THIS TRACT;
- SOUTH 02°51'56" EAST, A DISTANCE OF 119.74 FEET TO A 1/2 INCH CAPPED IRON ROD SET ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 81 AT THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 87°43'35" WEST, WITH SAID NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 81, A DISTANCE OF 301.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.4442 ACRES OF LAND.

THIS 0.2430 ACRE (10,884 SQ. FT.) IS HEREBY DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES

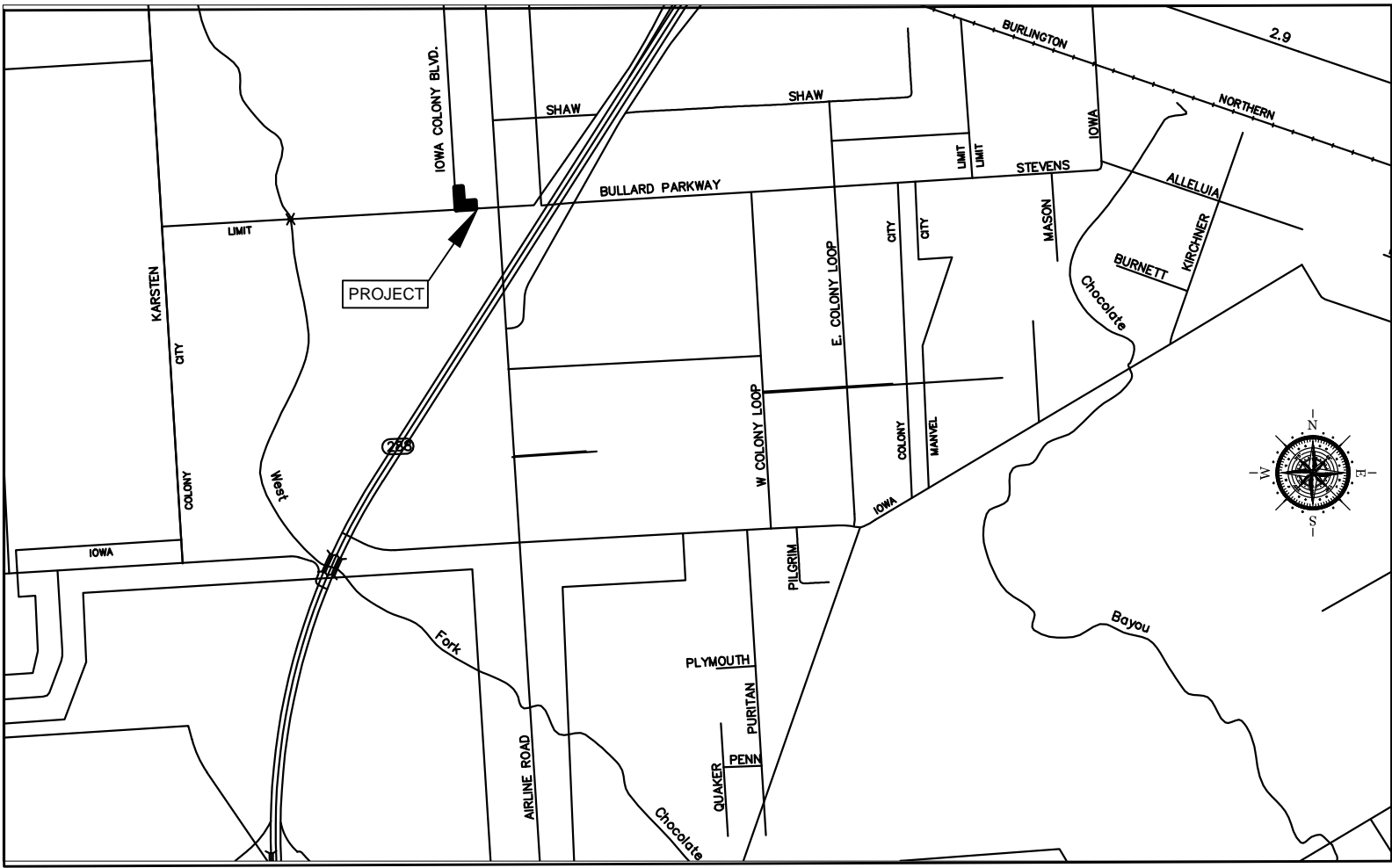
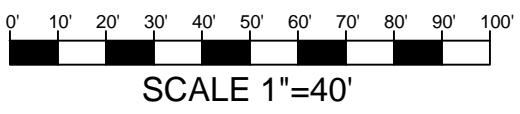
BULLARD PARKWAY  
(COUNTY ROAD 81)  
(60' R.O.W.)  
(VOL. 1047, PG 880, B.C.D.R.)

ALI KARIM R  
A0517 H T & B R R TRACT 142  
C.F. 2017038445

LEGEND

B.C.D.R. = BRAZORIA COUNTY DEED RECORDS  
C.F.# = CLERK'S FILE NUMBER  
U.E. = UTILITY EASEMENT  
B.L. = BUILDING LINE  
ESMT. = EASEMENT  
R.O.W. = RIGHT OF WAY  
FND = FOUND  
F.I.R. = FOUND IRON ROD  
S.I.R. = SET IRON ROD

● = MONUMENT  
○ = CONTROL MONUMENT



VICINITY MAP  
SCALE 1"=1/2 MILE

NOTES:

- BUILDING PERMITS: ELECTRICAL, PLUMBING CONSTRUCTION, CULVERT, ETC. ARE PURCHASED AT CITY HALL, CITY OF IOWA COLONY, TEXAS.
- NO STRUCTURES SHALL BE BUILT THAT IMPEDE THE FLOW OF EXISTING DRAINAGE AND FENCES WILL NOT BE ALLOWED TO OBSTRUCT/CROSS DRAINAGE OR DETENTION EASEMENTS.
- ANY FURTHER DEVELOPMENT OF HEREON SHOWN TRACT MAY REQUIRE A DRAINAGE STUDY.
- IN ACCORDANCE WITH SECTION 212.046 OF THE TEXAS LOCAL GOVERNMENT CODE ANY IMPROVEMENTS TO THIS PROPERTY ARE SUBJECT TO THE CITY OF IOWA COLONY'S BUILDING CODES AND ORDINANCES THEREFORE PERMIT S WILL BE REQUIRED INCLUDING THE UNIFIED DEVELOPMENT CODES, ADOPTED MAY 15, 2017 AND AMENDMENTS.
- ALL CORNERS ARE SET 5/8 INCH IRON RODS UNLESS OTHERWISE NOTED.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE MINIMUM OF 24" ABOVE BFE OF 53.9' OR 1 FOOT ABOVE THE CENTERLINE ELEVATION OF STREET.
- NO RESIDENTIAL COMMERCIAL OR INDUSTRIAL STRUCTURE OTHER THAN STRUCTURES NECESSARY TO OPERATE THE PIPELINE SHALL BE ERCTED OR MOVED TO A LOCATION NEARER THAN 50 FEET TO ANY PIPELINE EXCEPT FOR LOW PRESSURE DISTRIBUTION SYSTEM PIPELINES AS DEFINED IN SECTION 62-2.
- NO RESIDENTIAL, COMMERCIAL OR INDUSTRIAL STRUCTURE SHALL BE PERMITTED TO BE ERCTED NEARER THAN 150 FEET FROM ANY WELL OR RELATED FACILITY OTHER THAN STRUCTURES NECESSARY TO OPERATE THE WELL OR FACILITY.
- SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT IF SIDEWALKS ARE REQUIRED BY THE CITY'S SIDEWALK MASTER PLAN . ALL SIDEWALKS SHALL BE 5' WIDE.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
- 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 . MAY BE GIVEN AT THE DISCRETION OF THE CITY COUNCIL FOR A SINGLE EXTENSION PERIOD OF SIX (6) MONTHS.
- BOUNDARY CLOSURE IS A MINIMUM OF 1: 15,000.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP(FIRM) MAP NO. 48039C0110K, WITH THE EFFECTIVE DATE OF 12/30/2020, THE PROPERTY IS LOCATED ENTIRELY IN ZONE "X" . NEAREST BFE IS 53.9'. ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THAT THE PLAT IS RECORDED. FLOOD PLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
- ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
- PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERCTED IN A DRAINAGE EASEMENT OF FEE STRIPS.
- MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN FACILITIES.
- CONTRACTOR SHALL NOTIFY THE DISTRICT IN WRITING AT LEAST FORTY- EIGHT (48) HOURS BEFORE PLACING ANY CONCRETE FOR DRAINAGE STRUCTURES.
- THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
- APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
- NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
- THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF IOWA COLONY. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY TEXAS AMERICAN TITLE COMPANY, OF NUMBER 2791020-09521, EFFECTIVE DATE APRIL 5, 2021. ALL BEARINGS REFERENCES ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
- THE OWNER OF THE TRACT ACKNOWLEDGE THEY ARE SUBJECT TO CONSTRUCTION OF IOWA COLONY BLVD. ALONG PROPERTY FRONTAGE.

CITY OF IOWA COLONY,  
BRAZORIA COUNTY, TEXAS

PRELIMINARY PLAT  
WILLIAMS ADDITION

A SUBDIVISION CONTAINING 1.4442 ACRES OUT OF TRACT 161, IOWA COLONY, SECTION 66 AS RECORDED IN VOLUME 2, PAGE 81 OF THE BRAZORIA COUNTY PLAT RECORDS, H. T. & B. R.R. SURVEY, ABSTRACT 560, BRAZORIA COUNTY, TEXAS,

1 LOT 1 BLOCK

APRIL 26 2021

OWNER

ENGINEER

PRO-SURV

SURVEYING AND MAPPING  
P.O. BOX 1366  
FRIENDSWOOD, TEXAS 77549  
PHONE: 281-996-1113  
EMAIL: orders@prosurv.net  
T.B.P.E.L.S. FIRM #10119300

TRENT ANTHONY WILLIAMS  
MELISSA MECHELLE WILLIAMS  
11200 BROADWAY, STE. 2743  
PEARLAND, TEXAS 77584  
PHONE: 832-779-6909  
MELISSA@MELISSAWILSON.COM

FIF Engineering LLC  
1526 Katy Gap Rd.  
Suite #800  
Katy, TX 77494  
PHONE: 832-341-9726  
T.B.P.E.L.S. #17870  
P.E. #109689



Wednesday, April 21, 2021

Stan Winter  
Jones Carter  
1575 Sawdust Road, Suite 400  
The Woodlands, TX 77380

Re: Sierra Vista West Section 10 Preliminary Plat  
Letter of Recommendation to Approve with Conditions  
CIOC Project No. SPP 210413-0505  
ALLC Project No. 16007-2-187

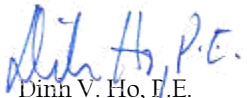
Dear Mr. Winter;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sierra Vista West Section 10 Preliminary Plat received on or about April 19, 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 preliminary plat as resubmitted on April 19, 2021. This approval is conditioned on providing easement for public facilities, including water and sanitary sewer. Please provide ten (10) copies of the plat to Kayleen Rosser, City Secretary, by no later than April 26, 2021 for consideration at the May 4, 2021 Planning and Zoning Commission 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

Cc: Kayleen Rosser, City Secretary ([krosser@iowacolonytx.us](mailto:krosser@iowacolonytx.us))  
Ron Cox, City Manager ([rcox@iowacolonytx.us](mailto:rcox@iowacolonytx.us))  
File: 16007-2-187



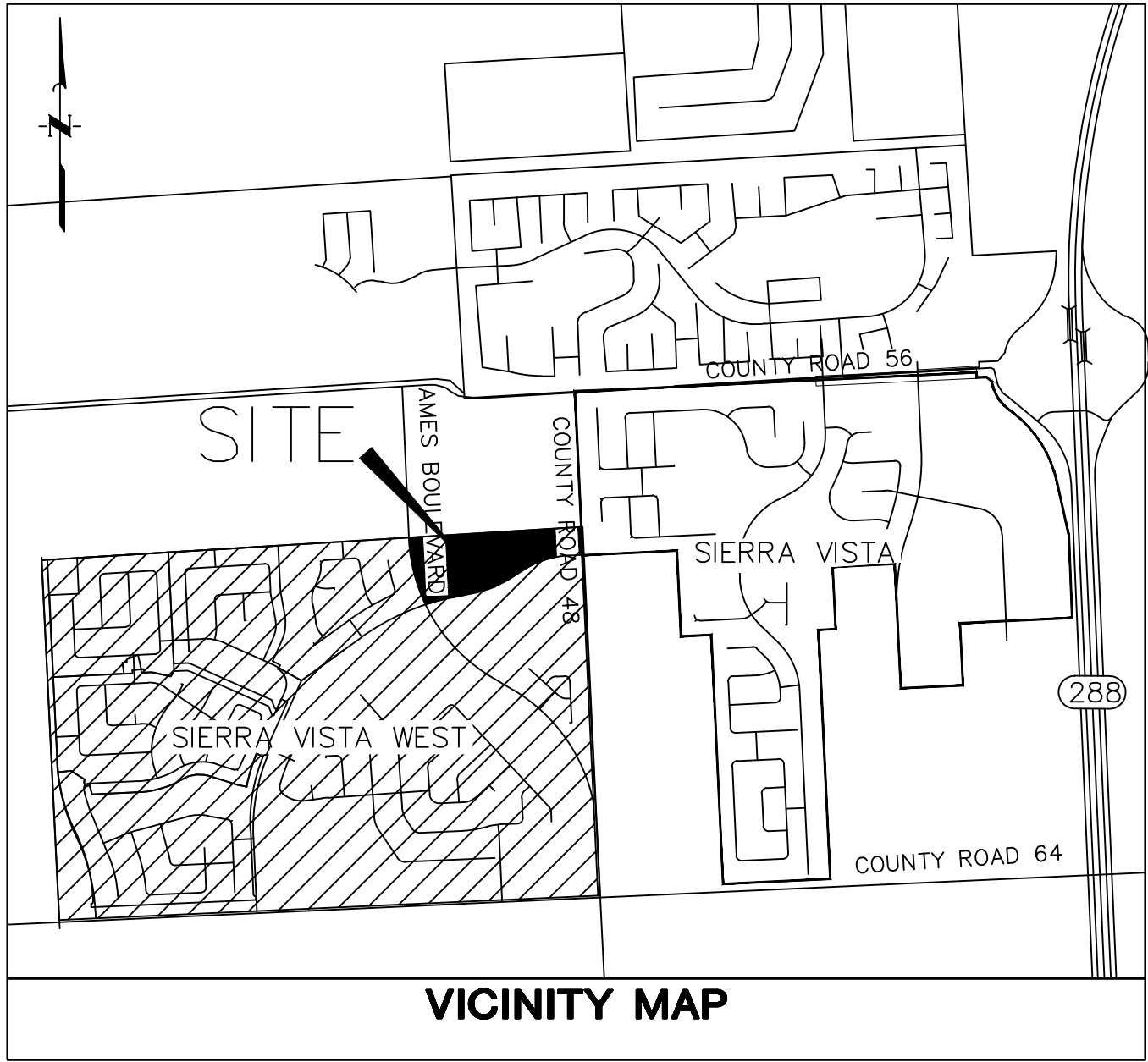
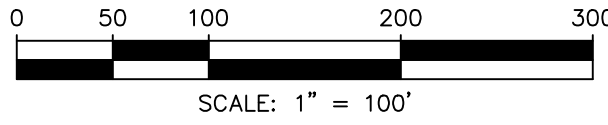
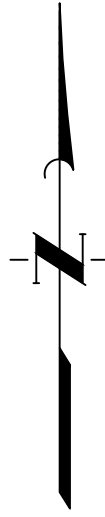
LEGEND

- BL ..... "Building Line"  
DE ..... "Drainage Easement"  
Esmt ..... "Easement"  
CF ..... "Clerk's File"  
BCCF ..... "Brazoria County Clerk's File"  
DRBCT ..... "Deed Records Brazoria County Texas"  
No ..... "Number"  
PAE/PUE ..... "Permanent Access Easement/ Public Utility Easement"  
PVT ..... "Private"  
ROW ..... "Right-of-Way"  
Sq Ft ..... "Square Feet"  
SSE ..... "Sanitary Sewer Easement"  
Stm SE ..... "Storm Sewer Easement"  
Temp ..... "Temporary"  
UE ..... "Utility Easement"  
Vol - Pg ..... "Volume and Page"  
WLE ..... "Waterline Easement"  
① ..... "Block Number"  
● ..... .Set 3/4--inch iron rod (with Cap Stamped "Jones|Carter") as Per Certification

UNRESTRICTED RESERVE [A]  
14.48 AC  
631,102 Sq Ft

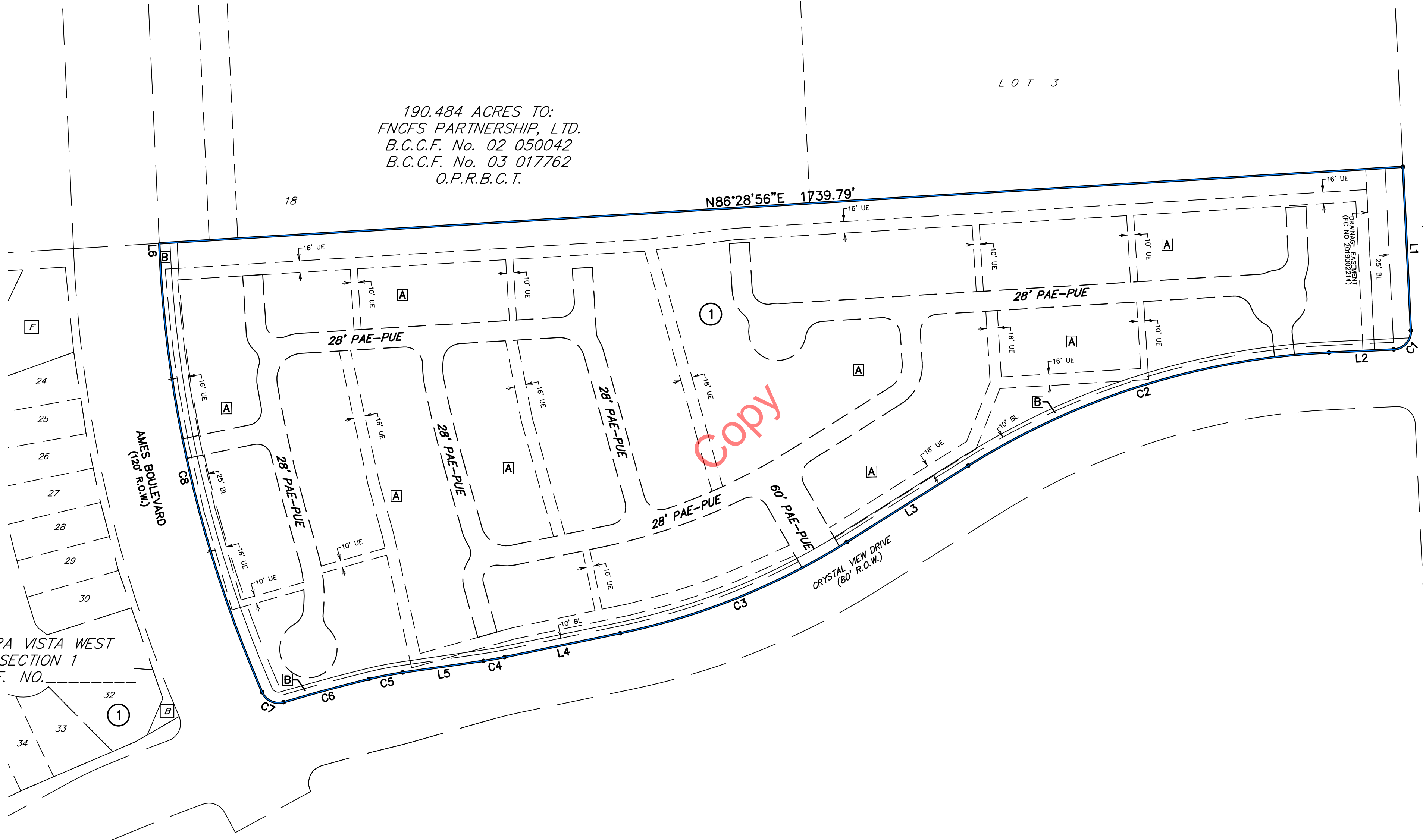
RESTRICTED RESERVE [B]  
Restricted to Landscape &  
Open Space Purposes Only  
0.80 AC  
35,031 Sq Ft

CONDITIONAL APPROVAL SUBJECT TO PROVIDING EASEMENT FOR PUBLIC FACILITIES  
INCLUDING WATER AND SANITARY SEWER.



NOTES

- Slab elevations (finished floor) shall be set at or above the minimum slab elevations defined in this plat.
- 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.
- All property shall drain into the drainage easement only through an approved drainage structure.
- The property subdivided in the foregoing plat lies within Brazoria County Drainage District #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.
- Other than shown hereon, there are no pipeline easements, or pipelines within the boundaries of this plat.
- All storm water drainage pipes, culverts, or other (includes driveway culverts) will be a minimum 24" I.D. or equal.
- No Building Permits will be issued until all storm drainage improvements, which may include detention, have been constructed.
- Subdivision is located in Zone "X" with no base flood base elevation required. This information is based on Brazoria County FIRM Community Map 48039C0115K, December 30, 2020.
- All bearings based on the Texas State Plane Coordinate System, South Central Zone.
- 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: 0.99986213
- 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.
- 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.
- 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.
- 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.
- All streets shall be constructed in accordance with the Brazoria County Subdivision Regulations and shall be designed in accordance with Iowa Colony EDM.
- All water and wastewater facilities shall conform to the State and County's design criteria.
- All offsite easements to be dedicated by separate instrument.
- No pipeline or pipeline easement exists within the boundaries of this plat.
- Structures built on lots in the designated flood plain must be elevated to the F.E.M.A. Base Flood Elevation. No building permits will be issued in a floodway below the base flood elevation (B.F.E.). Contact the Flood Plain Administrator's Office for specific information.
- All streets are private and shall be maintained by the HOA.
- All utilities are subject to and shall be designed in accordance with the City of Iowa Colony EDM.



CALLED 8.999 ACRES  
TO SIRAJ JALALI AND ZAKIA JALALI  
BY SPECIAL WARRANTY DEED  
OF NO. 2012057388 BCOPR

501.92 ACRES TO  
MCALISTER OPPORTUNITY FUND III, L.P.  
C.F. NO. 2017063409  
D.R.B.C.T.

Line Table		
Line	Bearing	Distance
L1	S2°44'32"E	228.91
L2	N87°15'28"E	90.59
L3	N57°51'00"E	200.25
L4	N78°18'46"E	164.81
L5	N81°46'04"E	113.71
L6	N2°35'16"W	10.01

Curve Table						
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	S2°44'32"E	25.00'	39.27'	25.00'	N42°15'28"E	35.36'
C2	29°24'28"	1040.00'	533.80'	272.92'	S72°33'14"W	527.96'
C3	20°27'46"	960.00'	342.86'	173.28'	N68°04'53"E	341.04'
C4	3°27'18"	500.00'	30.15'	15.08'	N80°02'25"E	30.15'
C5	5°31'07"	500.00'	48.16'	24.10'	S79°00'31"W	48.14'
C6	2°46'14"	2550.00'	123.31'	61.67'	S74°51'50"W	123.29'
C7	82°57'54"	25.00'	36.20'	22.10'	S65°02'20"E	33.12'
C8	20°58'07"	1740.00'	636.79'	322.00'	S13°04'20"E	633.24'

# SIERRA VISTA WEST

## SEC 10

A SUBDIVISION OF 19.83 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 1 BLOCK  
APRIL 2021

SURVEYOR:  
BASELINE CORPORATION  
1750 SEAMIST DR  
STE 160

ENGINEER:  
ELEVATION LAND SOLUTIONS  
BUILDING 4  
2445 TECHNOLOGY FOREST BLVD STE 200

OWNER/ DEVELOPER:  
LAND TEJAS SIERRA VISTA WEST, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
2450 FONDREN, STE 210

PLANNER:





Friday, April 23, 2021

Chris Hendrick  
The Wilson Survey Group, Inc.  
2300 E. Broadway  
Pearland, TX 77581

Re: Cherry Villages Final Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. SFP 210406-0443  
Adico, LLC Project No. 16007-2-185

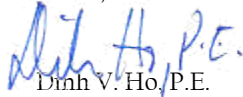
Dear Mr. Hendrick,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Cherry Villages final plat package received on or about April 22, 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 on April 22, 2021. Please provide two (2) mylar prints and ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, 12003 Iowa Colony Blvd., Iowa Colony, TX 77583, by no later than Tuesday, April 27<sup>th</sup> for consideration at the May 4<sup>th</sup>, Planning and Zoning Commission 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@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
Adrian Gengo, Brazoria County Drainage District No. 4, ([agengo@bdd4.org](mailto:agengo@bdd4.org))  
File: 16007-2-185



STATE OF TEXAS

COUNTY OF BRAZORIA

WE, SELINSKY ROAD HOLDINGS, LTD. AND XAVIER FERNANDEZ, OWNERS OF THE PROPERTY SUBDIVIDED IN THE MAP HEREON OF THE PRELIMINARY PLAT OF "CHERRY VILLAGES", CONTAINING 10,000 ACRES, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, ACCORDING TO THE PROPERTY LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, EASEMENTS, PLAYGROUNDS AND PUBLIC SPACES SHOWN HEREON, AND DO HEREBY DEDICATE FOR THE USE OF THE PUBLIC, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES, AS APPROVED, FOR THE STREETS AND EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED, SUBJECT, TO ALL MATTERS OF RECORD.

WITNESS MY HAND IN \_\_\_\_\_ COUNTY, TEXAS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
MATT LING, SELINSKY ROAD HOLDINGS, LTD.

BY: \_\_\_\_\_  
XAVIER FERNANDEZ

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MATT LING, 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 CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR \_\_\_\_\_ COUNTY, TEXAS.

MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED XAVIER FERNANDEZ, 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 CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

NOTARY PUBLIC IN AND FOR \_\_\_\_\_ COUNTY, TEXAS.

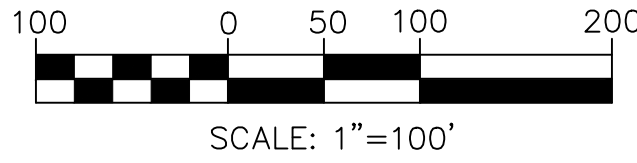
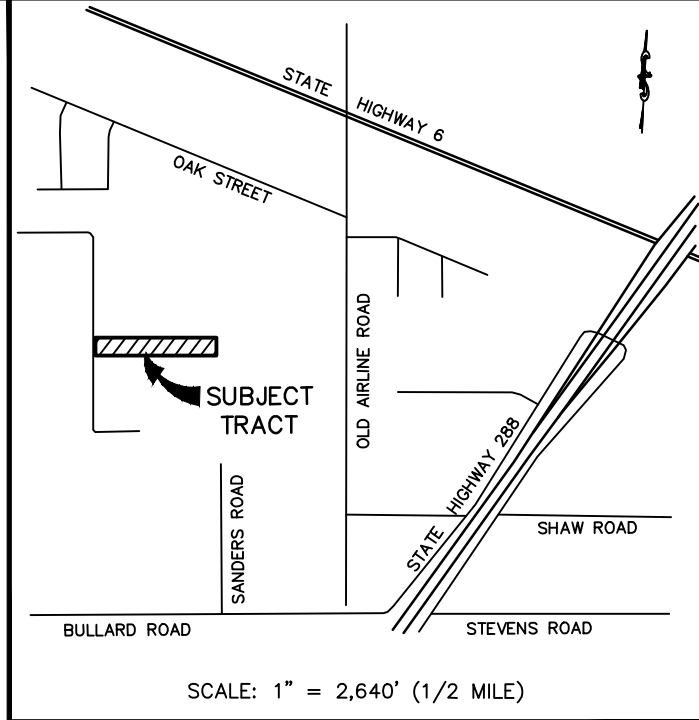
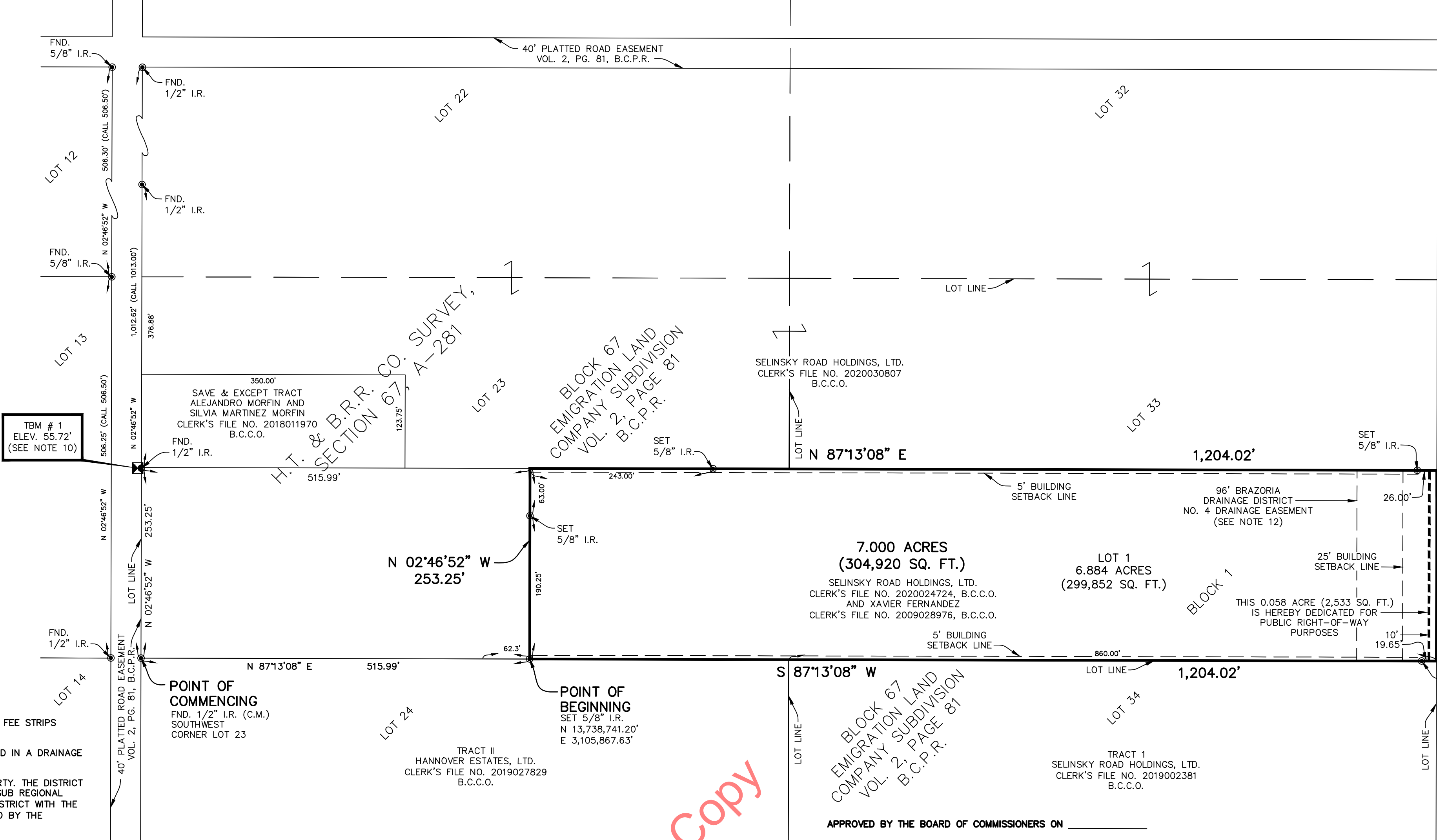
MY COMMISSION EXPIRES: \_\_\_\_\_

BRAZORIA DRAINAGE DISTRICT NO. 4 NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT OR FEE STRIPS.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT IN WRITING AT LEAST FORTY-EIGHT (48) HOURS BEFORE PLACING ANY CONCRETE FOR DRAINAGE STRUCTURES.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES SHALL, AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.

NOTES:

1. THE BEARINGS AND GRID COORDINATE SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. SCALE FACTOR: 0.99987.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 48039C0110 K, DATED DECEMBER 30, 2020, THE SUBJECT TRACT LIES IN A SHADED ZONE "AE" AREA. THIS DESIGNATION IS BASED ON SCALING FROM THE F.I.R.M. ALL FLOODPLAIN INFORMATION NOTED HEREON REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THIS PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
3. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF IOWA COLONY. FUTURE DEVELOPMENT OF THIS TRACT IS SUBJECT TO THE DEVELOPMENT REQUIREMENTS OF THE CITY OF IOWA COLONY, TEXAS AND IS SUBJECT TO THE ORDINANCES OF SAID CITY.
4. THIS SURVEY HAS BEEN PREPARED UTILIZING A CITY PLANNING LETTER PREPARED BY TEXAS AMERICAN TITLE COMPANY, G.F. NO. 2791020-03158, DATED APRIL 15, 2020.
5. THERE ARE NO RECORDED BRAZORIA DRAINAGE DISTRICT NO. 4 EASEMENTS OR DITCHES CURRENTLY BEING MAINTAINED BY BRAZORIA DRAINAGE DISTRICT NO. 4 WITHIN THE LIMITS OF THIS TRACT.
6. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
7. SITE DRAINAGE PLANS FOR FUTURE DEVELOPMENT OF THIS LOT MUST BE SUBMITTED TO THE CITY OF IOWA COLONY AND BRAZORIA DRAINAGE DISTRICT NO. 4 FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT.
8. THE APPROVAL OF THE FINAL PLAT SHALL EXPIRE TWO (2) YEARS AFTER CITY COUNCIL APPROVAL IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO (2) YEAR PERIOD OR THE ONE (1) YEAR EXTENSION PERIOD GRANTED BY CITY COUNCIL.
9. PROJECT BENCHMARK IS BRAZORIA DRAINAGE DISTRICT NO. 4 BENCHMARK NO. CB-3 HAVING AN ELEVATION OF 56.70' NAVD88 (2001 ADJUSTMENT).
10. PROJECT TBM # 1 IS A 5/8-INCH IRON ROD ON THE NORTH SIDE OF HEVIA ROAD AND LOCATED APPROXIMATELY 5 FEET WEST OF THE NORTHWEST CORNER OF THE SUBJECT TRACT. ELEVATION = 55.72' NAVD88 (2001 ADJUSTMENT).
11. THIS TRACT IS AFFECTED BY A CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC BLANKET EASEMENT AS RECORDED IN CLERK'S FILE NO. 2009050897 IN THE BRAZORIA COUNTY CLERK'S OFFICE.
12. THE WEST LINE OF THE 96' BRAZORIA DRAINAGE DISTRICT NO. 4 DRAINAGE EASEMENT IS DEFINED AS BEING 110' FROM THE CENTERLINE OF THE EXISTING DITCH.



LEGEND

- |          |                                |
|----------|--------------------------------|
| B.C.C.O. | BRAZORIA COUNTY CLERK'S OFFICE |
| B.C.D.R. | BRAZORIA COUNTY DEED RECORDS   |
| B.C.M.R. | BRAZORIA COUNTY MAP RECORDS    |
| (C.M.)   | CONTROL MONUMENT               |
| FND      | FOUND                          |
| H.L.&P.  | HOUSTON LIGHTING AND POWER     |
| R.D.W.   | RIGHT-OF-WAY                   |
| I.P.     | IRON PIPE                      |
| I.R.     | IRON ROD                       |
| ☼        | PROPOSED STREETLIGHT           |

REX M. RATUF  
CLERK'S FILE NO. 2017020282  
B.C.C.O.

YICK MOW SHUM  
CLERK'S FILE NO. 2006017406  
B.C.C.O.

E101-00-00-CHOCOLATE  
BAYOU SPUR

FINAL PLAT

OF

CHERRY VILLAGES

A SUBDIVISION OF 7,000 ACRES LOCATED IN THE H.T. & B.R.R. CO. SURVEY, ABSTRACT NO. 281, IN THE CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS

1 BLOCK 1 LOT

APRIL 22, 2021

7315 HEVIA LANE

OWNER:

SELINSKY ROAD HOLDINGS, LTD.  
6131 SELINSKY ROAD  
HOUSTON, TEXAS 77048  
PHONE: (281) 692-1900 X-6004

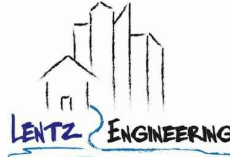
XAVIER FERNANDEZ  
4707 TORRINGTON COURT  
SUGARLAND, TEXAS 77479  
PHONE: 832-731-9037

PREPARED BY:



THE WILSON SURVEY GROUP  
PROFESSIONAL LAND SURVEYORS  
2006 E. BROADWAY PEARLAND, TEXAS  
(281) 485-3991 FAX (281) 485-3998  
CONTACT: CHRIS L. HENDRICK (WSG JOB # 20-118)

LENTZ ENGINEERING, LLC  
11511 NORTH GARDEN STREET  
HOUSTON, TEXAS 77071  
PHONE: (713) 839-8900



STATE OF TEXAS §  
COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of a 7,000-acre tract in the H.T. & B.R.R. Co. Survey, Section 67, Abstract No. 281 in Brazoria County, Texas. Said 7,000-acre tract is part of the south half of Lot 23 and is all of the south half of Lot 33 in Block 67 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 91 in the Brazoria County Plat Records. Said 7,000-acre tract is further described as being a part of a called 5,000-acre tract of land described in a deed to Xavier Fernandez as recorded in Clerk's File No. 2009028976 in the Brazoria County Clerk's Office and all of a 5,000-acre tract of land described in a deed to Selinsky Road Holdings, Ltd. as recorded in Clerk's File No. 2020024724 in the Brazoria County Clerk's Office and is more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the southwest corner of said Lot 23 and southwest corner of said 5,000-acre tract. Said point is in the east line of a 40-foot wide platted road and northwest corner of a tract of land described in a deed to Hannover Estates, Ltd. as recorded in Clerk's File No. 2019027829 in the Brazoria County Clerk's Office;

Thence, North 87°13'08" East, along the south line of said Lot 23 and the south line of said 5,000-acre tract, same being the north line of a tract of land called Tract II as described in a deed to Hannover Estates, Ltd. as recorded in Clerk's File No. 2019027829 in the Brazoria County Clerk's Office for a distance of 515.99 feet to a 5/8-inch iron rod set for the POINT OF BEGINNING and southwest corner of the herein described tract. Said point having a Texas State Plane Grid coordinate of N 13,738,741.20'; E 3,105,867.63';

THENCE, North 02°46'52" West, along the west line of the herein described tract, 515.99 feet east of and parallel to the west line of said Lot 23, at a distance of 190.25 feet pass a 5/8-inch iron rod set for reference on the bank of a pond and continue for a total distance of 253.25 feet to a point in the north line of the said 5,000-acre tract, said point is in the most easterly south line of a tract of land described in a deed to My Family, LLC, as recorded in Clerk's File No. 2020001629 in the Brazoria County Clerk's Office and is within the waters of said pond;

THENCE, North 87°13'08" East, along the north line of said 5,000-acre tract, at a distance of 243.00 feet pass a 5/8-inch iron rod set for reference on the bank of said pond, at a distance of 1,178.02 feet pass a 5/8-inch iron rod set for reference in the west bank of a drainage ditch and continue for a total distance of 1,204.02 feet to the northeast corner of the aforementioned 5,000-acre tract and east line of the aforementioned Lot 33, said point is in the west line of a 40-foot wide platted road and is in a drainage ditch;

THENCE, South 02°46'52" East, along the east line of said Lot 33, same being the west line of said 40-foot wide platted road, for a distance of 253.25 to the southeast corner of said Lot 33, said point is the northeast corner of Lot 34 and the northeast corner of a tract land described as Tract 1 in a deed to Selinsky Road Holdings, LTD. as recorded in Clerk's File No. 2019002381 in the Brazoria County Clerk's Office and is in said drainage ditch;

THENCE, South 87°13'08" West, along the south line of said Lot 33, same being the north line of said Lot 34, at a distance of 195.65 feet pass a 1/2-inch iron rod found for reference on the west bank of said drainage ditch, at a distance of 860.00 feet pass the southwest corner of said Lot 33, said point is the southeast corner of the aforementioned Lot 23 and continue for a total distance of 1,204.02 feet to the POINT OF BEGINNING, containing a computed area of 7,000-acres (304,920 square feet).

CERTIFICATE OF SURVEYOR

I, MICHAEL D. WILSON, AM 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 CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTH (5/8) INCH AND A LENGTH OF NOT LESS THAN TWO (2) FEET, UNLESS OTHERWISE NOTED; THAT THE BOUNDARY ERROR OF CLOSURE IS LESS THAN 1:15,000.

MICHAEL D. WILSON  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 4821

APPROVED BY THE BOARD OF COMMISSIONERS ON

BRAZORIA DRAINAGE DISTRICT NO. 4

DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #: 21110

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

MICHAEL BYRUM-BRATSEN, MAYOR

SYDNEY HARGRODER,  
COUNCIL MEMBER

ARNETTA HICKS-MURRAY,  
COUNCIL MEMBER

ROBIN BRADBERRY, COUNCIL MEMBER

KACY SMAJSTRLA, COUNCIL MEMBER

CHAD WILSEY, COUNCIL MEMBER

DINH HO P.E., CITY ENGINEER

DATE

PLANNING COMMISSION APPROVAL

DAVID HURST,  
CHAIRMAN PLANNING COMMISSION

STEVEN BYRUM-BRATSEN  
PLANNING COMMISSION MEMBER

LES HOSEY  
PLANNING COMMISSION MEMBER

STEVEN BRADBERRY  
PLANNING COMMISSION MEMBER

VINCE PATTERSON  
PLANNING COMMISSION MEMBER

MELANIE HAMPTON  
PLANNING COMMISSION MEMBER

DATE



Wednesday, May 12, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77583

**Re: Meridiana Section 65 and Expedition Drive- Storm Water Facilities and Paving  
Recommendation for Final Acceptance pf Facilities  
City of Iowa Colony Project No. CSW 18509-0377  
Adico, LLC Project No. 16007-4-146**


Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Meridiana Section 65 and Expedition Drive Storm Water Facilities and Paving for final acceptance of facilities. The project was approved to enter the One Year Maintenance Period on October 15, 2018 by City Council. The final reinspection was completed on October 12, 2020, with all outstanding punchlist items addressed.

Therefore, Adico, LLC recommends final acceptance of facilities and release of the surety bond from R Construction Company.

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

Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser, City of Iowa Colony, ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
File: 16007-4-146





TBPE No. F-726  
TBPLS No. 10092300

April 13, 2021

Mr. Dinh Ho  
City of Iowa Colony  
c/o Adico, LLC  
2114 El Dorado Boulevard, Suite 400  
Friendswood, Texas 77546

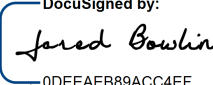
Re: Brazoria County Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana, Section Sixty Five

Dear Mr. Ho:

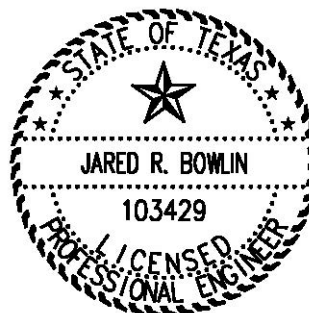
Please let this letter serve as confirmation that the above-referenced project has completed the Maintenance Period. A Final Inspection for the Meridiana, Section Sixty Five was conducted on October 12, 2020. As of the date of this correspondence, all deficiency items have been completed.

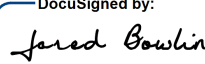
We hereby certify that this project has achieved Final Certification according to City of Iowa Colony requirements and request the contractor's release of their surety bond. If you should have any questions or require any additional information, please do not hesitate to contact the undersigned at 713-784-4500.

Sincerely,

DocuSigned by:  
  
Jared R. Bowlin, P.E.  
Practice Area Leader  
Land Services

JRB/dk



DocuSigned by:  
  
0DEEAEB89ACC4EF...

5/12/2021 | 10:17:56 AM CDT

cc: Mr. Israel Wong – City of Iowa Colony c/o Adico, LLC  
Ms. Loan Allen – City of Iowa Colony c/o Adico, LLC  
Mr. Brian Aarseth – GR-M1, Ltd. c/o Rise Communities  
Mr. Tom Horn – GR-M1, Ltd. c/o Rise Communities  
Hannah Ritchey, P.E. - Firm  
Thomas Arnold, E.I.T. – Firm  
Dane Kendall – Firm  
Dave Pavini – Firm



**CITY OF IOWA COLONY  
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

- a. Bond Number: 4417628
- b. Principal: R Construction Civil, LLC dba R Construction Company
- c. Surety:

Name: SureTec Insurance Company

State Where Surety is Incorporated: Texas

- d. Obligee(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 Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees 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, Section Sixty Five & Expedition Drive

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Sixty Five and Expedition Drive

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: \$1,226,279.00

- 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: one year 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: SureTec Insurance Company

PRINCIPAL: R Construction Civil, LLC  
dba R Construction Company

By:   
Signature

By:   
Signature

Teresa D. Kelly  
Print or Type Signer's Name

Brody Maedgen  
Print or Type Signer's Name

Attorney-in-Fact  
Signer's Title

President  
Signer's Title

ATTACH POWER OF ATTORNEY



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Dan. W. Burton, Teresa D. Kelly, Craig C. Payne, Laura L. Kneitz, Rheagyn L. White, Melissa Haddick

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 30th day of October, A.D. 2017.

SURETEC INSURANCE COMPANY

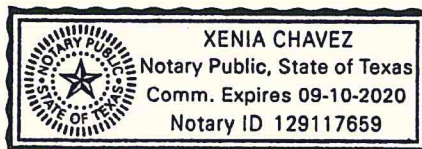
By: John Knox Jr., President

State of Texas  
County of Harris

SS:



On this 30th day of October, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



<p style="text-align: center;"><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b></p>
--

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint 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#: 512-475-1771

**PREMIUM OR CLAIM 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.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



Wednesday, May 12, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77583

**Re: Meridiana Section 71- Storm Water Facilities and Paving  
Recommendation for Final Acceptance of Facilities  
City of Iowa Colony Project No. CSW 171017-0691  
Adico, LLC Project No. 16007-4-101**

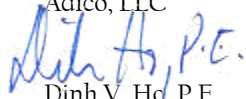
Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Meridiana Section 71 Storm Water Facilities and Paving for final acceptance of facilities. The project was approved to enter the One Year Maintenance Period on February 19, 2018 by City Council. The final reinspection was completed February 12, 2020 with all outstanding punch list items addressed.

Therefore, Adico, LLC recommends final acceptance of facilities and release of the surety bond from R Construction Company.

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 of Iowa Colony, ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
File: 16007-4-101





TBPE No. F-726  
TBPLS No. 10092300

April 13, 2021

Mr. Dinh Ho  
City of Iowa Colony  
c/o Adico, LLC  
2114 El Dorado Boulevard, Suite 400  
Friendswood, Texas 77546

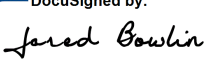
Re: Brazoria County Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana, Section Seventy One

Dear Mr. Ho:

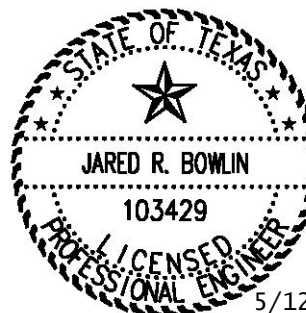
Please let this letter serve as confirmation that the above-referenced project has completed the Maintenance Period. A Final Inspection for the Meridiana, Section Seventy One was conducted on October 12, 2020. As of the date of this correspondence, all deficiency items have been completed.

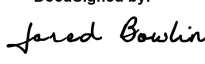
We hereby certify that this project has achieved Final Certification according to City of Iowa Colony requirements and request the contractor's release of their surety bond. If you should have any questions or require any additional information, please do not hesitate to contact the undersigned at 713-784-4500.

Sincerely,

DocuSigned by:  
  
0DEEAEB89ACC4EF...  
Jared R. Bowlin, P.E.  
Practice Area Leader  
Land Services

JRB/dk



DocuSigned by:  
  
0DEEAEB89ACC4EF...

5/12/2021 | 10:17:56 AM CDT

cc: Mr. Israel Wong – City of Iowa Colony c/o Adico, LLC  
Ms. Loan Allen – City of Iowa Colony c/o Adico, LLC  
Mr. Brian Aarseth – GR-M1, Ltd. c/o Rise Communities  
Mr. Tom Horn – GR-M1, Ltd. c/o Rise Communities  
Hannah Ritchey, P.E. - Firm  
Thomas Arnold, E.I.T. – Firm  
Dane Kendall – Firm  
Dave Pavini – Firm



**CITY OF IOWA COLONY  
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

- a. Bond Number: 4413466
- b. Principal: R Construction Civil, LLC dba R Construction Company
- c. Surety:

Name: SureTec Insurance Company

State Where Surety is Incorporated: Texas

- d. Oblige(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, so leave this line blank.)

If there is more than one Oblige, then the terms "Oblige" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

- e. Contract: The Contract described as follows:

Date: \_\_\_\_\_

Parties: Principal and Brazoria County MUD No. 55

Subdivision involved: \_\_\_\_\_

Meridiana Section Seventy One

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Seventy One

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: \$892,573.50

- 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: one year 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 Obligee, 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 Obligee 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 Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: \_\_\_\_\_

SURETY: SureTec Insurance Company

PRINCIPAL: \_\_\_\_\_

R Construction Civil, LLC dba  
R Construction Company

By:   
Signature

By:   
Signature

Teresa D. Kelly  
Print or Type Signer's Name

Brody Maedgen  
Print or Type Signer's Name

Attorney-in-Fact  
Signer's Title

President  
Signer's Title

ATTACH POWER OF ATTORNEY



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Teresa D. Kelly

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** R Construction Civil, LLC dba R Construction Company  
**Obligee:** Brazoria County Municipal Utility District No. 55  
**Amount:** \$ 892,573.50

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)


**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

State of Texas  
 County of Harris

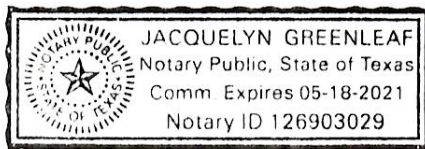
ss:



SURETEC INSURANCE COMPANY

By:   
 John Knox, Jr., President

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
 Jacquelyn Greenleaf, Notary Public  
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

  
 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



# **SureTec Insurance Company**

## **THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

### **Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint 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#: 512-475-1771

**PREMIUM OR CLAIM 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.

---

### **Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

---

### **Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



Wednesday, May 12, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77583

**Re: Meridiana Section 65 and Expedition Drive- Water Distribution and Wastewater Collection  
Recommendation for Final Approval pf Facilities  
City of Iowa Colony Project No. CSW 18509-0377  
Adico, LLC Project No. 16007-4-146**

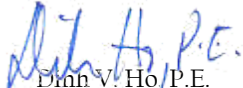
Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Meridiana Section 65 and Expedition Drive Water Distribution and Wastewater Collection for final approval of facilities. The project was approved to enter the One Year Maintenance Period on October 15, 2018 by City Council. The final reinspection was completed on October 12, 2020, with all outstanding punch list items addressed.

Therefore, Adico, LLC recommends final approval of facilities and release of the surety bond from R Construction Company.

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 of Iowa Colony, ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
File: 16007-4-146





TBPE No. F-726  
TBPLS No. 10092300

April 13, 2021

Mr. Dinh Ho  
City of Iowa Colony  
c/o Adico, LLC  
2114 El Dorado Boulevard, Suite 400  
Friendswood, Texas 77546

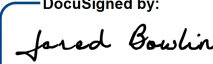
Re: Brazoria County Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana, Section Sixty Five

Dear Mr. Ho:

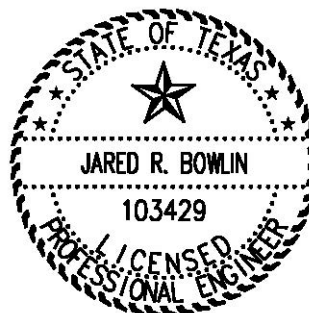
Please let this letter serve as confirmation that the above-referenced project has completed the Maintenance Period. A Final Inspection for the Meridiana, Section Sixty Five was conducted on October 12, 2020. As of the date of this correspondence, all deficiency items have been completed.

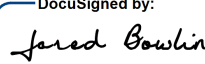
We hereby certify that this project has achieved Final Certification according to City of Iowa Colony requirements and request the contractor's release of their surety bond. If you should have any questions or require any additional information, please do not hesitate to contact the undersigned at 713-784-4500.

Sincerely,

DocuSigned by:  
  
Jared R. Bowlin, P.E.  
Practice Area Leader  
Land Services

JRB/dk



DocuSigned by:  
  
0DEEAEB89ACC4EF...

5/12/2021 | 10:17:56 AM CDT

cc: Mr. Israel Wong – City of Iowa Colony c/o Adico, LLC  
Ms. Loan Allen – City of Iowa Colony c/o Adico, LLC  
Mr. Brian Aarseth – GR-M1, Ltd. c/o Rise Communities  
Mr. Tom Horn – GR-M1, Ltd. c/o Rise Communities  
Hannah Ritchey, P.E. - Firm  
Thomas Arnold, E.I.T. – Firm  
Dane Kendall – Firm  
Dave Pavini – Firm



**CITY OF IOWA COLONY  
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

- a. Bond Number: 4417628
- b. Principal: R Construction Civil, LLC dba R Construction Company
- c. Surety:

Name: SureTec Insurance Company

State Where Surety is Incorporated: Texas

- d. Obligee(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 Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees 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, Section Sixty Five & Expedition Drive

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Sixty Five and Expedition Drive

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: \$1,226,279.00

- 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: one year 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: SureTec Insurance Company

PRINCIPAL: R Construction Civil, LLC  
dba R Construction Company

By:   
Signature

By:   
Signature

Teresa D. Kelly  
Print or Type Signer's Name

Brody Maedgen  
Print or Type Signer's Name

Attorney-in-Fact  
Signer's Title

President  
Signer's Title

ATTACH POWER OF ATTORNEY



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Dan. W. Burton, Teresa D. Kelly, Craig C. Payne, Laura L. Kneitz, Rheagyn L. White, Melissa Haddick

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 30th day of October, A.D. 2017.

SURETEC INSURANCE COMPANY

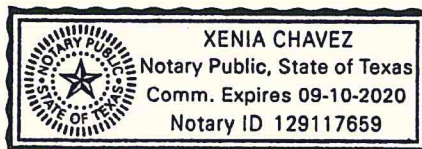
By: John Knox Jr., President

State of Texas  
County of Harris

SS:



On this 30th day of October, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



<p style="text-align: center;"><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b></p>
--

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint 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#: 512-475-1771

**PREMIUM OR CLAIM 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.

---

**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

---

**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



Wednesday, May 12, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77583

**Re: Meridiana Section 71- Water Distribution and Wastewater Collection  
Recommendation for Final Approval of Facilities  
City of Iowa Colony Project No. CSW 171017-0691  
Adico, LLC Project No. 16007-4-101**

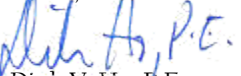
Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Meridiana Section 71 Water Distribution and Wastewater Collection for final approval of facilities. The project was approved to enter the One Year Maintenance Period on February 19, 2018 by City Council. The final reinspection was completed February 12, 2020 with all outstanding punch list items addressed.

Therefore, Adico, LLC recommends final approval of facilities and release of the surety bond from R Construction Company.

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 of Iowa Colony, ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
File: 16007-4-101





TBPE No. F-726  
TBPLS No. 10092300

April 13, 2021

Mr. Dinh Ho  
City of Iowa Colony  
c/o Adico, LLC  
2114 El Dorado Boulevard, Suite 400  
Friendswood, Texas 77546

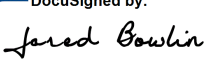
Re: Brazoria County Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana, Section Seventy One

Dear Mr. Ho:

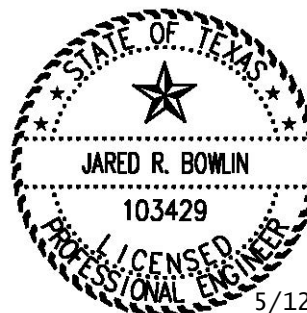
Please let this letter serve as confirmation that the above-referenced project has completed the Maintenance Period. A Final Inspection for the Meridiana, Section Seventy One was conducted on October 12, 2020. As of the date of this correspondence, all deficiency items have been completed.

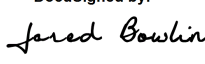
We hereby certify that this project has achieved Final Certification according to City of Iowa Colony requirements and request the contractor's release of their surety bond. If you should have any questions or require any additional information, please do not hesitate to contact the undersigned at 713-784-4500.

Sincerely,

DocuSigned by:  
  
0DEEAEB89ACC4EF...  
Jared R. Bowlin, P.E.  
Practice Area Leader  
Land Services

JRB/dk



DocuSigned by:  
  
0DEEAEB89ACC4EF...

5/12/2021 | 10:17:56 AM CDT

cc: Mr. Israel Wong – City of Iowa Colony c/o Adico, LLC  
Ms. Loan Allen – City of Iowa Colony c/o Adico, LLC  
Mr. Brian Aarseth – GR-M1, Ltd. c/o Rise Communities  
Mr. Tom Horn – GR-M1, Ltd. c/o Rise Communities  
Hannah Ritchey, P.E. - Firm  
Thomas Arnold, E.I.T. – Firm  
Dane Kendall – Firm  
Dave Pavini – Firm



**CITY OF IOWA COLONY  
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

- a. Bond Number: 4413466
- b. Principal: R Construction Civil, LLC dba R Construction Company
- c. Surety:

Name: SureTec Insurance Company

State Where Surety is Incorporated: Texas

- d. Obligee(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 Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

- e. Contract: The Contract described as follows:

Date: \_\_\_\_\_

Parties: Principal and Brazoria County MUD No. 55

Subdivision involved: \_\_\_\_\_

Meridiana Section Seventy One

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana, Section Seventy One

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: \$892,573.50

- 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: one year 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 Obligee, 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 Obligee 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 Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: \_\_\_\_\_

SURETY: SureTec Insurance Company

PRINCIPAL: \_\_\_\_\_

R Construction Civil, LLC dba  
R Construction Company

By: Teresa D. Kelly  
Signature

Teresa D. Kelly  
Print or Type Signer's Name

Attorney-in-Fact  
Signer's Title

By: Brody Maedgen  
Signature

Brody Maedgen  
Print or Type Signer's Name

President  
Signer's Title

ATTACH POWER OF ATTORNEY



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Teresa D. Kelly

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** R Construction Civil, LLC dba R Construction Company  
**Obligee:** Brazoria County Municipal Utility District No. 55  
**Amount:** \$ 892,573.50

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)


**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

State of Texas  
 County of Harris

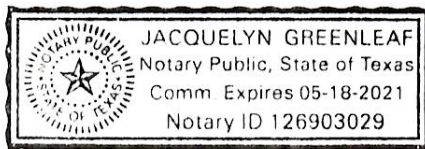
ss:



SURETEC INSURANCE COMPANY

By:   
 John Knox, Jr., President

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
 Jacquelyn Greenleaf, Notary Public  
 My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

  
 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



# **SureTec Insurance Company**

## **THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

### **Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint 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#: 512-475-1771

**PREMIUM OR CLAIM 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.

---

### **Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

---

### **Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



Wednesday, May 12, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77583

**Re: Brazoria County Municipal Utility District No. 55  
West Fork of Chocolate Bayou Detention Basins L, Mitigation Basins 6A and 6B and Earthwork  
Letter of Recommendation for Final Approval of Facilities  
City of Iowa Colony Project No. 180816-0646  
Adico, LLC Project No. 16007-4-0163**

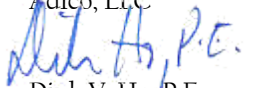
Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Brazoria County MUD 55 West Fork of Chocolate Bayou Detentions Basin L, Mitigation Basins 6A and 6B and Earthwork project for final approval of facilities. The project was approved to enter the One Year Maintenance Period on May 18, 2020 by City Council. The final reinspection was completed on May 12, 2020 with all outstanding punch list items addressed.

Therefore, Adico, LLC recommends final approval of facilities and release of the surety bond from R Construction Company (Contractor).

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.gov](mailto:krosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
File: 16007-4-0163





TBPE No. F-726  
TBPLS No. 10092300

May 12, 2021

Mr. Dinh Ho  
City of Iowa Colony  
c/o Adico, LLC  
2114 El Dorado Boulevard, Suite 400  
Friendswood, Texas 77546


Re: Brazoria County Municipal Utility District No. 55  
West Fork of Chocolate Bayou Detention  
Basins L, Mitigation Basins 6A and 6B,  
and Earthwork to serve Meridiana

Dear Mr. Ho:

Please let this letter serve as confirmation that the above-referenced project has completed the Maintenance Period. A Final Inspection for West Fork of Chocolate Bayou Detention Basins L, Mitigation Basins 6A and 6B, and Earthwork to serve Meridiana, was conducted on May 12, 2021. As of the date of this correspondence, all deficiency items have been completed.


We hereby certify that this project has achieved Final Certification according to City of Iowa Colony requirements and request the contractor's release of their surety bond. If you should have any questions or require any additional information, please do not hesitate to contact the undersigned at 713-784-4500.

Sincerely,

DocuSigned by:  
  
0DEEAEB89ACC4EF  
Jared R. Bowlin, P.E.  
Practice Area Leader  
Land Services

JRB/dk



DocuSigned by:  
  
0DEEAEB89ACC4EF...

5/12/2021 | 12:07:37 PM CDT

cc: Mr. Israel Wong – City of Iowa Colony c/o Adico, LLC  
Ms. Loan Allen – City of Iowa Colony c/o Adico, LLC  
Mr. Brian Aarseth – GR-M1, Ltd. c/o Rise Communities  
Mr. Tom Horn – GR-M1, Ltd. c/o Rise Communities  
Hannah Ritchey, P.E. - Firm  
Thomas Arnold, E.I.T. – Firm  
Dane Kendall – Firm  
Dave Pavini – Firm

P:\081-011-100\Construction\One Year Bond Cancellation (83)\Mer Basin L - Iowa Colony - Maintenance Period Certification.doc

EHRA Engineering | 10011 Meadowglen Lane | Houston, Texas 77042 | t 713.784.4500 | f 713.784.4577



**CITY OF IOWA COLONY  
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

- a. Bond Number: 4417618
- b. Principal: R Construction Civil, LLC dba R Construction Company
- c. Surety:

Name: SureTec Insurance Company

State Where Surety is Incorporated: Texas

- d. Obligee(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 Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.

- e. Contract: The Contract described as follows:

Date: \_\_\_\_\_

Parties: Principal and Brazoria County MUD No. 55

Subdivision involved: Meridiana

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):  
West Fork of Chocolate Bayou Detention Basin L, Mitigation basins 6A and 6B and Earthwork to serve Meridiana

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: \$ \$961,920.60

- 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 Obligee, 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 Obligee 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 two years after the expiration date of the Maintenance Period.
6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: \_\_\_\_\_

SURETY: **SureTec Insurance Company**

By: \_\_\_\_\_

Signature

**Laura L. Kneitz**  
Print or Type Signer's Name

**Attorney-in-Fact**  
Signer's Title

PRINCIPAL: **R Construction Civil, LLC dba  
R Construction Company**

By: \_\_\_\_\_

Signature

**Brody Maedgen**  
Print or Type Signer's Name

**President**  
Signer's Title

ATTACH POWER OF ATTORNEY



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Dan. W. Burton, Teresa D. Kelly, Craig C. Payne, Laura L. Kneitz, Rheagyn L. White, Melissa Haddick

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 30th day of October, A.D. 2017.

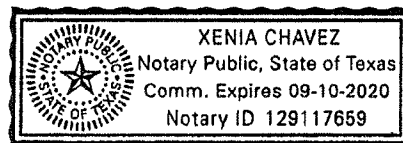


SURETEC INSURANCE COMPANY

By: John Knox Jr., President

State of Texas ss:  
County of Harris

On this 30th day of October, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



<p style="text-align: center;"><b>SureTec Insurance Company</b> <b>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</b></p>
--

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint 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#: 512-475-1771

**PREMIUM OR CLAIM 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.

---

**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

---

**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



Wednesday, May 12, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77583

**Re: Brazoria County Municipal Utility District No. 55  
West Fork of Chocolate Bayou Detention Basin K and Earthwork  
Letter of Recommendation for Final Approval of Facilities  
City of Iowa Colony Project No. 170330-0152  
Adico, LLC Project No. 16007-4-070**

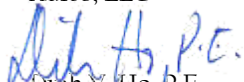
Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Brazoria County MUD 55 West Fork of Chocolate Bayou Detention Basin K and Earthwork project for final approval of facilities. The project was approved to enter the One Year Maintenance Period on May 17, 2018. The final reinspection was completed on May 20, 2020 with all outstanding punch list items addressed.

Therefore, Adico, LLC recommends final approval of facilities and release of the surety bond from Burnside Services, Inc. (Contractor).

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, ([kbrosser@iowacolonytx.gov](mailto:kbrosser@iowacolonytx.gov))  
Ron Cox, City Manager ([rcox@iowacolonytx.gov](mailto:rcox@iowacolonytx.gov))  
File: 16007-4-070





TBPE No. F-726  
TBPLS No. 10092300

April 13, 2021

Mr. Dinh Ho  
City of Iowa Colony  
c/o Adico, LLC  
2114 El Dorado Boulevard, Suite 400  
Friendswood, Texas 77546

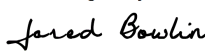
Re: Brazoria County Municipal Utility District No. 55  
West Fork at Chocolate Bayou  
Detention Basin K and Earthwork  
to serve Meridiana

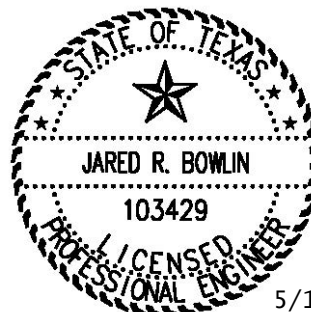
Dear Mr. Ho:


Please let this letter serve as confirmation that the above-referenced project has completed the Maintenance Period. A Final Inspection for West Fork at Chocolate Bayou Detention Basin K and Earthwork to serve Meridiana, was conducted on May 20, 2020. As of the date of this correspondence, all deficiency items have been completed.

We hereby certify that this project has achieved Final Certification according to City of Iowa Colony requirements and request the contractor's release of their surety bond. If you should have any questions or require any additional information, please do not hesitate to contact the undersigned at 713-784-4500.

Sincerely,

DocuSigned by:  
  
0DEEAEB89ACC4EF...  
Jared R. Bowlin, P.E.  
Practice Area Leader  
Land Services



DocuSigned by:  
  
0DEEAEB89ACC4EF...

JRB/dk

5/12/2021 | 10:17:56 AM CDT

cc: Mr. Israel Wong – City of Iowa Colony c/o Adico, LLC  
Ms. Loan Allen – City of Iowa Colony c/o Adico, LLC  
Mr. Brian Aarseth – GR-M1, Ltd. c/o Rise Communities  
Mr. Tom Horn – GR-M1, Ltd. c/o Rise Communities  
Hannah Ritchey, P.E. - Firm  
Thomas Arnold, E.I.T. – Firm  
Dane Kendall – Firm  
Dave Pavini – Firm

P:\081-011-100\Construction\One Year Bond Cancellation (83)\Mer Det K - Iowa Colony - Maintenance Period Certification.doc

EHRA Engineering | 10011 Meadowglen Lane | Houston, Texas 77042 | t 713.784.4500 | f 713.784.4577



**CITY OF IOWA COLONY  
MAINTENANCE BOND**

1. The following terms shall have the following meanings in this document:

a. Bond Number: TXC 106740

b. Principal: Burnside Services, Inc.

c. Surety:

Name: Merchants Bonding Company (Mutual)

State Where Surety is Incorporated: Iowa

d. Obligee(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 Obligee, so leave this line blank.)

If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees 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

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): West Fork of Chocolate Bayou Detention Basin K and Earthwork

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: \$ Two Million Three Hundred Twenty-Four Thousand Six Hundred Forty-Three and 22/100s  
(\$2,324,643.22)

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: one year 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 Obligee, 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 Obligee 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 Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

DATED: \_\_\_\_\_

SURETY: Merchants Bonding Company (Mutual)

PRINCIPAL: Burnside Services, Inc

By: Ray Watson  
Signature

By: Dayle Burnside  
Signature

Wilbert Raymond Watson  
Print or Type Signer's Name

DAYLE BURNSIDE  
Print or Type Signer's Name

Attorney in Fact  
Signer's Title

PRESIDENT  
Signer's Title

**ATTACH POWER OF ATTORNEY**



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Andrea Rose Crawford; Carolyn J Goodenough; Debra Lee Moon; John William Newby;  
Sammy Joe Mullis Jr; Sandra Lee Roney; Wilbert Raymond Watson**

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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.

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.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of January, 2016.



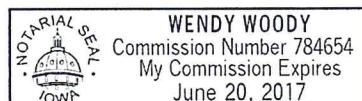
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 29th day of January, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

*Wendy Woody*  
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.



*William Warner Jr.*  
Secretary



**MERCHANTS**  
**BONDING COMPANY<sup>TM</sup>**

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. Box 14498, Des Moines IA 50306-3498 - (800) 678-8171 - (515) 243-3854 FAX

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

**1-800-678-8171**

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 at:

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 AND CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. 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.





# 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



Thursday, May 6, 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 6  
Brazoria County Municipal Utility District No. 53  
Early Plat Application Request  
Letter of Recommendation to Approve  
Adico Project No. 21001-02

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 April 30, 2021 from Elevation Land Solutions, on behalf of Land Tejas Companies for Sierra Vista West Section 3. Land Tejas is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2015-23.

Infrastructure construction plans have been approved and construction is currently ongoing. Sierra Vista West Section Six Final Plat has been approved by Planning Commission on May 11, 2021 and currently on the City Council May 17, 2021 agenda for approval.

SIERRA VISTA WEST SECTION 6 EARLY PLAT ESCROW				
Contract	Contractor	Original Contract	Confirmed Payments	Applicable Early Plat Portion
Water, Sanitary, Drainage and Paving CO No. 1	Principal Services, Ltd	\$ 2,124,787.10 \$ 53,575.66	\$ 1,158,561.77	\$ 966,225.33 \$ 1,019,800.99
<b>Totals</b>		<b>\$ 2,178,362.76</b>	<b>\$ 1,158,561.77</b>	<b>\$ 1,019,800.99</b>
<i>Total Remaining Contract Amount</i>				<b>\$ 1,019,800.99</b>
<i>Contingency @ 10%</i>				<b>\$ 101,980.10</b>
<i>Total Escrow of Cash Deposit due to City (within 10 days of CC approval)</i>				<b>\$ 1,121,781.09</b>
<i>Administrative Fee @ 2% of \$1,019,800.99 Due at time of application</i>				<b>\$ 22,435.62</b>
<i>Admin Fee @ 50% per agreement re Street Lights</i>				<b>\$ 11,217.81</b>

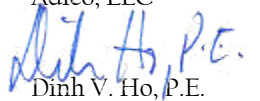
Elevation Land Solutions has provided copies of bid documents, pay estimates, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements for this project. Based on our review of the documentation provided, the amount remaining on the current contract is \$1,019,800.99. 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 \$1,121,781.09. The City received the 1% administrative fee of \$11,217.81 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 6.

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





April 30, 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 6

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 6. 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 by the middle of May.

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 May 3, 2021.

We will submit a revised escrow summary by May 11, 2021 to account for payments made to the contractor for the April pay estimate. We will request the reduced escrow amount be incorporated in the agreement to be approved at the May 17, 2021 City Council meeting.

If you have any questions, please call us.

Best Regards,

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 SIERRA VISTA WEST SECTION 6

April 30, 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 6 WSD & Paving	Principal Services	\$ 2,124,787.10	\$ 53,575.66	\$ 2,178,362.76		\$ 1,158,561.77	\$ 1,019,800.99	
Total Construction Contract Remaining							\$ 1,019,800.99	
Contingency (10%)							101,980.10	
Total Escrow							\$ 1,121,781.09	(2)
City of Iowa Colony Administrative Fee (2%)							\$ 22,435.62	
Applied Credit for Illuminated Street Name Signs Agreement (50% of Fee)							(11,217.81)	
Administrative Fee Due at Time of Application							\$ 11,217.81	(1)
Total Credit for Illuminated Street Name Signs Agreement dated 12/21/20							\$ 75,417.46	
Applied Credit to Section 6 Application							(11,217.81)	
Remaining Credit for Illuminated Street Name Signs Agreement							\$ 64,199.65	

### Notes:

(1) Administrative fee due to City of Iowa Colony at time of application.

(2) Escrow deposit due within 10 business days following City Council approval. Final amount due to City Engineer by 05/11/21 if an additional payment to the contractor is made after time of application.





# 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.

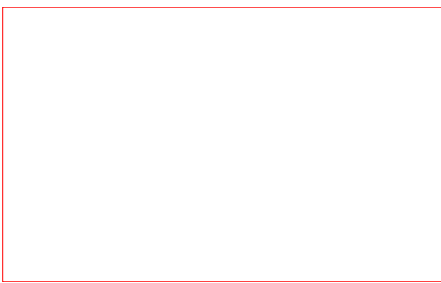
LAND TEJAS STERLING LAKES SOUTH, LLC

By: \_\_\_\_\_

  
Al P. Brende, President

Copy





## 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>

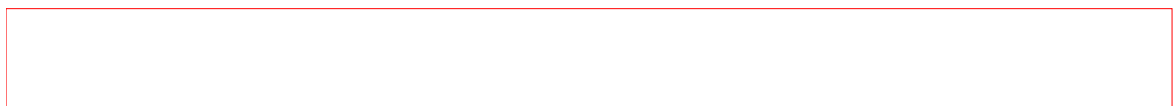
Purpose:	_____ As Requested	_____ Your Information	_____ Your Files
	_____ Approval	_____ Distribution	_____ Correction

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_







February 1, 2021

Mr. Alfredo Amet  
Principal Services, Ltd.  
27080 Mandell Road  
Cleveland, TX 77328

Re: Construction of Water, Sanitary, Drainage and Paving Facilities  
for Sierra Vista West Section 6  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Mr. Amet:

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 February 1, 2021 and are to fully complete within 105 consecutive calendar days in accordance with your contract with a completion date of May 17, 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  
Partner, Construction Management

DLD/amk  
P:\020 Sierra Vista West Development\019 Section 6 WSD & Paving\Construction\WS&D\Contract Docs\SVW Section 6 WSD and Paving - Notice to Proceed.docx  
Enclosure/Attachment

Cc: Ms. Diana Soriano – Allen Boone Humphries Robinson, LLP  
Ms. Darlene Byckowski – Land Tejas Companies  
TCEQ – Houston  
TCEQ - Austin



SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
CONSTRUCTION OF WATER, SANITARY, AND DRAINAGE  
FACILITIES

FOR  
**SIERRA VISTA WEST SEC. 6**  
FOR  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53  
BRAZORIA COUNTY, TX

JUNE 2020



Brazoria County Key Map: 691 M & R, 692 J & N

Zip Code: 77422

*Parker Krause*  
06/18/2020



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





**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS  
FOR**

Construction of Water, Sanitary, and Drainage Facilities

**TO SERVE**

Sierra Vista West Sec. 6

**Job No.** 610.020019.00

Brazoria County, TX

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**SPECIFICATIONS**

REFER TO THE LATEST EDITION OF CITY OF HOUSTON STANDARD SPECIFICATIONS  
FOR ITEMS NOT INCLUDED HEREIN.



## INVITATION TO BIDDERS

Sealed Electronic Bids addressed to Brazoria County Municipal Utility District No. 53, Attention Robert Serrett, President, Board of Directors, will be received, until 10:00 AM. Local Time, Wednesday, July 1<sup>st</sup>, 2020, and then publicly opened and read at the office of Manhard Consulting, 2445 Technology Forest Blvd., Suite 200, The Woodlands, TX, 77381 for Construction of Water, Sanitary, & Drainage Facilities for Sierra Vista West Sec. 6 for Brazoria County Municipal Utility District No. 53, Brazoria County, TX. Bid opening will be accessible via conference call: (571)317-3122. The access code is 652-496-277.

Scope of Work of the Contract includes the following: Construction of approximately 3,910 LF of sanitary pipe, 3,490 LF of storm pipe, and 4,370 LF of water line.

Bids received after the closing time will not be considered. A Non Mandatory pre-bid conference will be held on Wednesday, June 24<sup>th</sup>, 2020, at 10:00 AM Local Time, via conference call service. Attendance at the pre-bid is not mandatory. The conference call number is (872) 240-3212. The access code is 310-530-717.

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. If a certified or cashier's check is provided, the successful bidder shall deliver, at the bid opening address, the *original* certified or cashier's check within twenty-four (24) hours of receipt of the bid opening.

Copies of the bidding documents may be obtained from [www.CivcastUSA.com](http://www.CivcastUSA.com): search Construction of Water, Sanitary, & Drainage Facilities for Sierra Vista West Sec. 6. 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.

Bidder must submit its Bid and bid securities in compliance with Owner's Order Adopting Section 49.2731 Electronic Bidding Rules and all Bids and bid securities must be submitted through [www.CivcastUSA.com](http://www.CivcastUSA.com). Bidder must register on this website in order to submit a Bid and bid security and there is NO charge to submit Bids and bid securities on this website.

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**

**PLEASE READ SPECIAL CONDITIONS OF THE AGREEMENT PART A FOR  
INSURANCE REQUIREMENTS.**

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 610.020019.00; and the description of goods and services is Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 6. 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 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.

**PLEASE READ SPECIAL CONDITIONS OF THE AGREEMENT PART A FOR  
INSURANCE REQUIREMENTS.**

Copy



**BID PROPOSAL**

for  
 Construction of Water, Sanitary, and Drainage Facilities  
 in  
 Sierra Vista West Sec. 6  
 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: Parker Krause, 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)
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:



**ACKNOWLEDGE ADDENDA**

NAME	ACKNOWLEDGEMENT DATE
Addendum 1	07/01/2020 14:32:40 PM

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## SUBSTITUTIONS:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The following table describes the phscopes of work to be completed, construction time frames for each scope of work, and any incentives or economic disincentives that may apply. **Bidder shall specify the number of days proposed to complete each scope of work.**

Description of Work	Calendar Days to Complete	Maximum Calendar Days to Complete	Incentives	Economic Disincentives
Construction of water, sanitary, and drainage facilities. (Items 1-44)	45	45	No	Yes, \$500/day
Construction of paving facilities. (Alternate Bid 1 - Items P1-P23)	60	60	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: 627,184.48

Total Labor Cost: 337,714.72

TOTAL BASE BID: 964,899.20

(Equal to Base Bid from following pages)

**TOTAL ALTERNATE BID 1**

(WS&D + Paving): 2,086,587.10

**\*REQUIRED\***

(Equal to Base Bid plus Paving Items P1-P22)

Principal Services, Ltd.

**CONTRACTOR**

27080 Mandell Rd.

**Address**

Cleveland, Tx 77328

Signature of Bidder

Kevin Burns

**Printed Name of Bidder**

7/1/2020

**Date**

832-480-5447

**Phone Number**

Witness

Seal (if applicable)



**PROJECT:**

Sierra Vista West Sec. 6 - WS&D

**BIDDER:**

Principal Services, Ltd.

**TOTAL BID:**

\$1,003,099.20

**COMPLETION TIME:**

Not Required

**BIDDER INFO:**

27080 Mandell Rd.

Cleveland, TX 77328

P: 281-795-0901

F:

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**BID TOTALS**

<b>BASE BID</b>	<b>Total</b>
SANITARY SEWER IMPROVEMENTS	\$269,265.00
WATER IMPROVEMENTS	\$124,811.00
STORM SEWER IMPROVEMENTS	\$425,858.00
ADDITIONAL ITEMS	\$183,165.20
<b>Total</b>	<b>\$1,003,099.20</b>

<b>ALTERNATE ITEM (HAUL OFF)</b>	<b>Total</b>
ALTERNATE ITEMS	\$197,520.00
<b>Total</b>	<b>\$197,520.00</b>

<b>ALTERNATE BID 1 (WS&amp;D + PAVING)</b>	<b>Total</b>
PAVING ITEMS	\$1,052,637.90
ADDITIONAL ITEMS	\$69,050.00
<b>Total</b>	<b>\$1,121,687.90</b>

<b>SANITARY SEWER IMPROVEMENTS</b>					
No.	Description	Unit	Qty	Unit Price	Ext Price
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.	LF	3825	\$28.00	\$107,100.00
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.	LF	83	\$55.00	\$4,565.00
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.	EA	25	\$900.00	\$22,500.00
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.	EA	19	\$1,600.00	\$30,400.00



5	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	EA	29	\$3,300.00	\$95,700.00
6	External drop connection, as shown in plans, Complete in Place.	EA	18	\$500.00	\$9,000.00
					Subtotal: \$269,265.00

**WATER IMPROVEMENTS**

No.	Description	Unit	Qty	Unit Price	Ext Price
7	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	LF	347	\$15.00	\$5,205.00
8	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	LF	3684	\$20.00	\$73,680.00
9	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	LF	66	\$26.00	\$1,716.00
10	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	LF	297	\$30.00	\$8,910.00
11	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	EA	3	\$540.00	\$1,620.00
12	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	EA	9	\$3,700.00	\$33,300.00
13	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	EA	1	\$380.00	\$380.00
					Subtotal: \$124,811.00

**STORM SEWER IMPROVEMENTS**

No.	Description	Unit	Qty	Unit Price	Ext Price
14	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	2472	\$41.00	\$101,352.00



15	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	LF	691	\$47.00	\$32,477.00
16	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	140	\$52.00	\$7,280.00
17	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	616	\$75.00	\$46,200.00
18	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	104	\$99.00	\$10,296.00
19	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	177	\$117.00	\$20,709.00
20	54 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	142	\$213.00	\$30,246.00
21	Type "A" inlets including both first and second stage construction, Complete in Place.	EA	1	\$1,700.00	\$1,700.00
22	Type "C" inlets including both first and second stage construction, Complete in Place.	EA	32	\$2,250.00	\$72,000.00
23	Type "C-1" inlets including both first and second stage construction, Complete in Place.	EA	3	\$2,650.00	\$7,950.00
24	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	EA	30	\$2,000.00	\$60,000.00
25	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	EA	5	\$2,300.00	\$11,500.00
26	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	EA	2	\$2,700.00	\$5,400.00
27	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	EA	1	\$3,100.00	\$3,100.00
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.	SY	78	\$100.00	\$7,800.00
29	Construct earthen extreme event swale including excavation, grading, compaction, and application of sod as shown in plans, Complete in Place.	SY	654	\$12.00	\$7,848.00
					Subtotal: \$425,858.00



**ADDITIONAL ITEMS**

No.	Description	Unit	Qty	Unit Price	Ext Price
30	Trench safety system, all depths, Complete in Place	LF	8302	\$0.10	\$830.20
31	Well point system for dewatering trenches, Complete in Place. (Any unit price less than \$20 may result in full bid rejection)	LF	1452	\$27.50	\$39,930.00
32	Wet sand construction for wet unstable trenches. (Any unit price less than \$15 may result in full bid rejection)	LF	1452	\$15.00	\$21,780.00
33	Wet sand construction for manholes at depths of 10 feet or greater, as directed by Engineer, Complete in Place.	EA	13	\$500.00	\$6,500.00
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.	CY	9876	\$2.50	\$24,690.00
35	Contractor shall sweep/clean adjacent streets and proposed streets throughout the duration of the contract.	LS	1	\$500.00	\$500.00
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.	EA	39	\$100.00	\$3,900.00
37	Installation and removal of coffer dam as shown in plans , Complete in Place.	EA	2	\$5,000.00	\$10,000.00
38	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	AC	16	\$650.00	\$10,400.00
39	Turf establishment by contractor by hydromulch, in accordance to jurisdiction specifications, as shown in plans, Complete in Place.	AC	5	\$1,500.00	\$7,500.00
40	Installation and maintenance of Reinforced Filter Barrier, as shown in plans, Complete in Place.	LF	2748	\$1.25	\$3,435.00



41	Installation and maintenance of concrete truck washout area as shown in plans and accordant to SWPPP requirements, Complete in Place.	LS	1	\$1,000.00	\$1,000.00
42	Construction staking services to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	LS	1	\$11,700.00	\$11,700.00
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.	LS	1	\$38,000.00	\$38,000.00
44	Regrading of existing side slope in north detention basin for outfall, as shown in plans. Complete in Place.	LS	1	\$3,000.00	\$3,000.00
					Subtotal: \$183,165.20

ALTERNATE ITEMS					
No.	Description	Unit	Qty	Unit Price	Ext Price
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.	CY	9876	\$20.00	\$197,520.00
					Subtotal: \$197,520.00

PAVING ITEMS					
No.	Description	Unit	Qty	Unit Price	Ext Price
P1.	Site preparation of fill areas, including stripping of topsoil, removal of vegetation, and stockpile.	AC	25	\$250.00	\$6,250.00



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.	CY	7726	\$2.00	\$15,452.00
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.	CY	4019	\$2.00	\$8,038.00
P4.	Haul, spread, and compact (to 95%) excess roadway excavation on-site, to achieve final lot grades per the grading plan. Complete in Place.	CY	3028	\$2.00	\$6,056.00
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.	CY	396	\$2.00	\$792.00
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.	CY	13300	\$4.00	\$53,200.00
P7.	Spread and compact lot strippings across areas outside of future building pad areas, Complete in Place.	LS	1	\$14,000.00	\$14,000.00
P8.	Subgrade stabilization for concrete pavement including mixing, grading, and compaction, Complete in Place.	SY	17927	\$3.00	\$53,781.00
P9.	Lime for 8" subgrade stabilization (8% application by dry weight), Complete in Place.	TON	467	\$185.00	\$86,395.00
P10.	6 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	SY	16898	\$42.75	\$722,389.50



P11.	6 - inch reinforced concrete curb, Complete in Place.	LF	3718	\$3.40	\$12,641.20
P12.	4 x 12 - inch reinforced concrete curb, Complete in Place.	LF	5448	\$3.40	\$18,523.20
P13.	Tie-in to existing pavement, Complete in Place.	EA	1	\$1,500.00	\$1,500.00
P14.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	LS	1	\$7,500.00	\$7,500.00
P15.	Traffic signs, as shown in plans, Complete in Place.	EA	15	\$650.00	\$9,750.00
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.	LS	1	\$1,000.00	\$1,000.00
P17.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	EA	18	\$1,400.00	\$25,200.00
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	LF	339	\$30.00	\$10,170.00
					Subtotal: \$1,052,637.90

**ADDITIONAL ITEMS**

No.	Description	Unit	Qty	Unit Price	Ext Price
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.	LS	1	\$20,000.00	\$20,000.00
P20.	Construction staking services to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	LS	1	\$14,000.00	\$14,000.00
P21.	As-Built Topo to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	LS	1	\$4,500.00	\$4,500.00



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.	LS	1	\$28,300.00	\$28,300.00
P23	5' wide concrete sidewalk to be installed at locations and elevations shown in plans, Complete in Place.	LF	45	\$50.00	\$2,250.00
					<b>Subtotal: \$69,050.00</b>

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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, 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 Engineer's 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  
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.
- 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.
- 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 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.
- 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 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
  - 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
  - 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 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.

**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.



**XIII. CONSTRUCTION STAKING** The Owner will establish reference points for construction; the Contractor is required to hire Manhard Consulting for staking from benchmarks and horizontal control references. Manhard Consulting, through coordination with the Contractor, shall be responsible for laying out the Work. The Contractor 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. Contractor will be required to sign the Manhard Consulting survey proposal attached to this contract and agree to the Manhard Consulting terms and conditions included with the survey proposal.

Copy



**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.

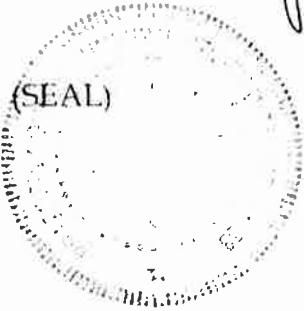


PASSED and APPROVED this 7th day of May, 2019.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors



Copy



**CERTIFICATE OF LIABILITY INSURANCE**

Copy





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED	E-MAIL ADDRESS:	
	FAX (A/C, No):	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## 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 SUBR WSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EXCLUDED) \$ 100,000
	<input checked="" type="checkbox"/> FARM & FARM BLDG					MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> PERSONAL & ADV INJURY					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> GENERAL AUTOBODILY					GENERAL AUTOBODILY \$ 2,000,000
	<input checked="" type="checkbox"/> PRODUCTS & COMPLETED OPERATIONS					PRODUCTS & COMPLETED OPERATIONS \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOBODILY					EXCESS MEDICAL EXP (Per person) \$
	<input checked="" type="checkbox"/> AUTOBODILY					EXCESS MEDICAL EXP (Per person) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB					Comp/Coll Deductible \$ 1,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB					AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH)					EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					EACH ACCIDENT \$ 1,000,000
						EACH DISEASE/POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED INCLUDE:

Manhard Consulting

Land Tejas Sierra Vista West and its affiliated and subsidiary companies and their respective officers, directors, employees, and agents.

Brazoria County Municipal Utility District No. 53

## CERTIFICATE HOLDER

## CANCELLATION

Brazoria County Municipal Utility District No. 53  
c/o Manhard Consulting\*  
2445 Technology Forest Blvd. Ste 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



**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 Facilities for Sierra Vista West Sec. 6, 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:

Scope of Work of the Contract includes the following: Construction of approximately 3,910 LF of sanitary sewer, approximately 4,370 of water line, and approximately 3,490 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
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 Technical Specification items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply. Refer to the latest edition of City of Houston or Harris County standard specification of items not included herein.

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 Sierra Vista West Sec. 6

**Sheet No.    Title**

1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER & SANITARY OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING OVERALL
7	STORMWATER POLLUTION PREVENTION PLAN
8	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
9	PONDEROSA PINE DR STA 29+50 TO 37+00
10	PONDEROSA PINE DR STA 37+00 TO 43+00



- 11 SEQUOIA RUN DRIVE
- 12 TULARE CANYON DRIVE & BLACK OAK DRIVE
- 13 BLACK OAK DR & JUNIPER BRANCH DR
- 14 SCRUB OAK DRIVE
- 15 YUBA VALLEY DRIVE & BASELINE A
- 16 AMADOR PEAK DRIVE
- 17 OUTFALL NORTH & SOUTH
- 18 WATERLINE DETAIL – 1
- 19 WATERLINE DETAIL – 2
- 20 SANITARY SEWER DETAIL – 1
- 21 SANITARY SEWER DETAIL – 2
- 22 SANITARY SEWER DETAIL – 3
- 23 STORM SEWER DETAIL – 1
- 24 STORM SEWER DETAIL – 2
- 25 STORM SEWER DETAIL – 3
- 26 STORM SEWER DETAIL – 4
- 27 STORM WATER POLLUTION PREVENTION DETAILS
- 28 PAVING DETAILS – 1
- 29 PAVING DETAILS – 2
- 30 PAVING DETAILS – 3
- 31 PAVING DETAILS – 4
- 32 HC PAVEMENT MARKING DETAILS 1 OF 2
- 33 HC PAVEMENT MARKING DETAILS 2 OF 2
- 34 SLOPE PAVING DETAIL & MISCELLANEOUS DETAILS
- 35 DRAINAGE AREA SERVICE MAP



**AGREEMENT**

STATE OF TEXAS }

COUNTY OF Brazoria }

THIS AGREEMENT ("Agreement") is made and entered into this 27th day of January, 2021 by and between Brazoria County Municipal Utility District No. 53, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, of Harris County (the "Owner"), Principal Services, Ltd., 27080 Mandell Rd., Cleveland, TX 77328, County of Montgomery, 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

For  
Sierra Vista West Sec. 6  
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 **\$1,003,099.20**

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



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 One Hundred Twenty Four Thousand Seven Hundred Eighty Seven Dollars and Ten Cents (\$2,124,787.10)**, 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.

ATTEST:




Brazoria County Municipal Utility District No. 53  
Owner

By:   
Name: Robert Serrett  
Title: PRESIDENT

Principal Services, Ltd.  
Contractor

ATTEST:



By:   
Name: Kevin Burns  
Title: COO

(The following to be executed if Contractor is a Corporation)

I, \_\_\_\_\_, certify that I am the secretary of the Corporation named as Contractor herein; that \_\_\_\_\_, who signed this Contract on behalf of Contractor, was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

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.

DEVELOPER:

Land Tejas Sierra Vista West, LLC

By:

Name:


Title:

Date: 1/27/2020




Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 6  
**ATTACHMENT A TO AGREEMENT**

**CONTRACTOR:**  
Principal Services, Ltd.

By:   
Name: Kevin Burns  
Title: COO  
Date: 1/27/2020

**DISTRICT:**  
Brazoria County Municipal  
Utility District No. 53

By:   
Name: Robert Sedek  
Title: President  
Date: 1/27/2020

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**

Certificate Number:  
2020-637409

Date Filed:  
06/26/2020

Date Acknowledged:

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

Principal Services, Ltd.  
Cleveland, TX United States

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

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.**

No. 610.020019.00

Construction of the Water, Sanitary and Drainage Facilities for Sierra Vista West Sec 6

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Burns, Kevin	Cleveland , TX United States	X	
	Kolb, Kevin	Cleveland , TX United States	X	
	Durham, John	Cleveland, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is Kevin Burns, and my date of birth is 7/7/75.

My address is 27080 Mandell Rd., Cleveland, TX, 77328, US  
(street) (city) (state) (zip code) (country)

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

Executed in Montgomery County, State of Texas, on the 26th day of June, 2020.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2020

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 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> Southern American Insurance Agency  13823 Schmidt Road Cypress TX 77429		<b>CONTACT NAME:</b> Penny Carrizales <b>PHONE (A/C, No, Ext):</b> (281) 890-9294 <b>FAX (A/C, No):</b> (281) 890-2229 <b>E-MAIL ADDRESS:</b>																						
<b>INSURED</b> Principal Services, Ltd. 27080 Mandell Rd  Cleveland TX 77328		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>BITCO National Ins Co</td><td>20109</td></tr><tr><td>INSURER B:</td><td>BITCO General Ins Corp</td><td>20095</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	BITCO National Ins Co	20109	INSURER B:	BITCO General Ins Corp	20095	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER: 19-20 PSL Master

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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CLP3687255	10/22/2019	10/22/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP3687259	10/22/2019	10/22/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$ 5,000,000																				
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	\$																				
B	<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 <input type="checkbox"/> N/A			WC3687258	10/22/2019	10/22/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
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A	Contractors Equipment			CLP3687255	10/22/2019	10/22/2020	<table border="1"><tr><td>Leased/Rented Per Item</td><td>\$500,000</td></tr><tr><td>Deductible Min/Max</td><td>\$500/\$5,000</td></tr></table>	Leased/Rented Per Item	\$500,000	Deductible Min/Max	\$500/\$5,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder:

Brazoria County Municipal Utility District No. 53

Additional Insured Include:

Manhard Consulting

Land Tejas Sierra Vista West and it's affiliated and subsidiary companies and their respective officers, directors, employees and agents.

**CERTIFICATE HOLDER****CANCELLATION**

Brazoria County MUD No 53  
% 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

S American Ins. Agcy.

C.A. McClune

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## COMMENTS/REMARKS

Brazoria County Municipal Utility District No. 53

Certificate Holder is included as Additional Insured on Auto, Umbrella; and General Liability for Ongoing and Completed Operations on a Primary and Non-Contributory basis; where required by written contract.

Waiver of Subrogation applies in favor of Certificate Holder on General Liability, Auto, Workers Compensation and Umbrella policies; where required by written contract.

30 Day Notice of Cancellation; except 10 Days for Non-Payment

Copy



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional 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 the additional insured.

Copy



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 Walver 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 **A.2.b.** of the **COMMON POLICY CONDITIONS**, 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.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

##### **9. WHEN WE DO NOT RENEW**

- 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.

#### **E. 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.

#### **F. BROADENED MOBILE EQUIPMENT**

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

**12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

#### **G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

**Exclusion 2.e.** of **SECTION I, COVERAGE B** is deleted.

#### **H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

**SECTION V - DEFINITIONS**, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.



**Item 2. Exclusions of SECTION I, COVERAGE B, is amended to include:**

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

**I. LIQUOR LIABILITY**

**Exclusion 2.c. of SECTION I, COVERAGE A, is deleted.**

**J. BROADENED CONDITIONS**

**Items 2.a. and 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, are deleted and replaced with the following:**

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. 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. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

**Item 2.e. is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- 2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.



## **K. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES**

**SECTION II - WHO IS AN INSURED** is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the additional insured; or
  - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

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.

## **L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS**

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - 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. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.



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.

#### **M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS**

This modifies **SECTION III - LIMITS OF INSURANCE.**

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
  1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:



1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

#### **N. FELLOW EMPLOYEE COVERAGE**

**Exclusion 2.e. Employers Liability of SECTION I, COVERAGE A,** is deleted and replaced with the following:

**2.e. "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:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

**Item 2.a. (1)(a) of SECTION II - WHO IS AN INSURED,** is deleted and replaced with the following:

- 2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.



**O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK**

**Exclusion I of SECTION I, COVERAGE A.** is deleted and replaced with the following:

**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 operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

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.

**P. CARE, CUSTODY OR CONTROL**

**Exclusion 2.j.4 of SECTION I, COVERAGE A.** is deleted and replaced with the following:

**2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**Q. ELECTRONIC DATA LIABILITY COVERAGE**

**1. Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A,** is deleted and replaced with the following:

**2.p.** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.



2. The following definition is added to **SECTION V – DEFINITIONS:**

"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.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"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;
- 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; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE**

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

**S. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES**

**SECTION II – WHO IS AN INSURED** is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:



This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

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.

#### **T. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

#### **U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED 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 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 that additional insured and included in the "products-completed operations hazard".

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.



## **V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any architect, engineer or surveyor 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 performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to 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, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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.



**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 written contract; 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 written contract; 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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POLICY NUMBER: CAP 3 687 259

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

"Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



POLICY NUMBER:

CAP 3 687 259

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

<b>Name Of Person(s)</b>	Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all the provisions and limitations of this policy.
--------------------------	--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



**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.**



## 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 LOCATIONS AND OPERATIONS

## 3. Premium:

The premium charge for this endorsement shall be 2 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: SEE SCHD

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 10-22-19

Insured Principal Services, Ltd

Insurance Company

Policy No. WC 3 687 258

Endorsement No.  
Premium

Countersigned by \_\_\_\_\_

WC 42 03 04 B

(Ed. 06-14)



## TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: "PER SCHEDULE ON FILE"

CANCELLATION NOTIFICATION TO  
TO THE ABOVE INSURED WILL NOT  
APPLY TO CANCELLATION FOR NON-  
PAYMENT OF PREMIUM.

Copy

21020000450136588040042



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 10-22-19

Policy No. WC 3 687 258

Endorsement No.

Insured Principal Services, Ltd

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_



**PERFORMANCE BOND**

STATE OF TEXAS

Contract Date 1/27/2020

COUNTY OF Brazoria

Date Bond Executed 1/27/2020

PRINCIPAL Principal Services, Ltd.

SURETY SureTec Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million One Hundred Twenty Four Thousand Seven Hundred Eighty Seven Dollars and Ten Cents (\$2,124,787.10)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6 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.



Principal Services, Ltd.

PRINCIPAL

By [Signature]

Name Kevin Burns

Title COO

Address 27080 Mandell Rd.

Cleveland Texas 77328

ATTEST

By [Signature]

Name Lewis Adams

Title P.M.

(SEAL)

SureTec Insurance Company

SURETY

By [Signature]

Name Kelly J. Brooks

Title Attorney in Fact

ATTEST

By [Signature]

Name Michele Bondurant

Title Account Manager

(SEAL)

Physical Address:

2103 CityWest Blvd., Suite 1300

Houston, Texas 77042

Mailing Address:

Same as Above

Telephone: 866-732-0099

Local Recording Agent Personal Identification Number:

811197

Agency Name: Southern American Insurance Company

Agency Address 13823 Schmidt Rd, Cypress, Texas 77429

Agency Telephone 281-890-9294

**Surety must attach its original Power of Attorney to this Bond.**



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the Bond on behalf of Principal, was then \_\_\_\_\_ 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



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 27<sup>th</sup> day of September, A.D. 2018.

SURETEC INSURANCE COMPANY

By:

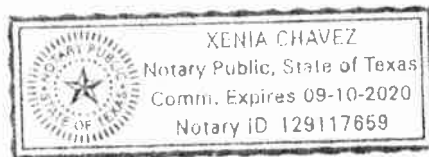
John Knox Jr., CEO

State of Texas  
County of Harris

SS:



On this 27<sup>th</sup> day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27<sup>th</sup> day of January, 2021, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**  
**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#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

---

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Mold, Mycotoxins, Fungi & Environmental Hazards**

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**PAYMENT BOND**

STATE OF TEXAS

Contract Date 1/27/2020

COUNTY OF Brazoria

Date Bond Executed 1/27/2020

PRINCIPAL Principal Services, Ltd.

SURETY SureTec Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million One Hundred Twenty Four Thousand Seven Hundred Eighty Seven Dollars and Ten Cents (\$2,124,787.10)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6 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.



Principal Services, Ltd.

PRINCIPAL

By [Signature]

Name Kevin Burns

Title COO

Address 27080 Mandell Rd.

Cleveland Texas 77328

ATTEST

By [Signature]

Name Lewis Adams

Title P.M.

(SEAL)

SureTec Insurance Company

SURETY

By [Signature]

Name Kelly J. Brooks

Title Attorney in Fact

(SEAL)

ATTEST

By [Signature]

Name Michele Bondurant

Title Account Manager

Physical Address:

2103 CityWest Blvd., Suite 1300  
Houston, Texas 77042

Mailing Address:

Same as Above

Telephone: 866-732-0099

Local Recording Agent Personal Identification Number:

811197

Agency Name: Southern American Insurance

Agency Address 13823 Schmidt Rd., Cypress, Texas 77429

Agency Telephone 281-890-9294

**Surety must attach its original Power of Attorney to this Bond.**



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the Bond on behalf of Principal, was then \_\_\_\_\_ 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**



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 27<sup>th</sup> day of September, A.D. 2018.

SURETEC INSURANCE COMPANY

By:

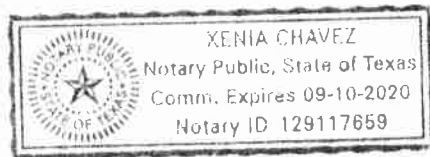
John Knox Jr., CEO

State of Texas  
County of Harris

SS:



On this 27<sup>th</sup> day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27<sup>th</sup> day of January, 2021, A.D.

M. Brent Beaty, Assistant Secretary

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For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



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**MAINTENANCE BOND**

STATE OF TEXAS Contract Date 1/27/2020  
COUNTY OF Brazoria Date Bond Executed 1/27/2020  
PRINCIPAL Principal Services, Ltd.  
SURETY SureTec Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million One Hundred Twenty Four Thousand Seven Hundred Eighty Seven Dollars and Ten Cents (\$2,124,787.10)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6 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.



Principal Services, Ltd.

PRINCIPAL

By [Signature]  
Name Kevin Burns  
Title COO

Address 27080 Mandell Rd.  
Cleveland Texas 77328

ATTEST

By [Signature]  
Name Lewis Adams  
Title P.M.

(SEAL)

SureTec Insurance Company

SURETY

By [Signature]  
Name Kelly J Brooks  
Title Attorney in Fact

(SEAL)

ATTEST

By [Signature]  
Name Michele Bondurant  
Title Account Manager

Physical Address:

2103 CityWest Blvd., Suite 1300  
Houston, Texas 77042

Mailing Address:

Same as Above

Telephone: 866-732-0099

Local Recording Agent Personal Identification Number:  
811197

Agency Name: Southern American Insurance

Agency Address 13823 Schmidt Rd., Cypress, Texas 77429

Agency Telephone 281-890-9294

**Surety must attach its original Power of Attorney to this Bond.**



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_ who signed the Bond on behalf of Principal, was then \_\_\_\_\_ 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



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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SURETEC INSURANCE COMPANY

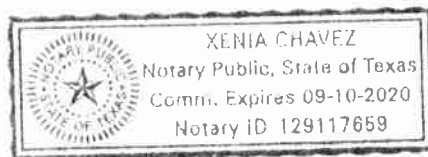
By:   
John Knox Jr., CEO

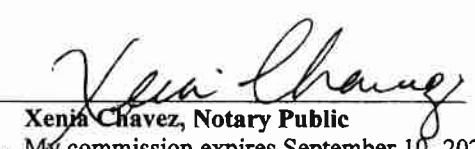
State of Texas  
County of Harris

ss:



On this 27<sup>th</sup> day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
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My commission expires September 10, 2020

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February 24, 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. 1 submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 2/1/2021 to 2/20/2021. Included with this estimate is the Conditional Waiver and Affidavit of Bills Paid.

As of 2/20/2021, the project was approximately 17% complete by contract amount and 18% 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 **\$324,347.22** 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 and Drainage 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: 2/1/2021 to 2/20/2021

**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>	\$	2,124,787.10
<b>2. Net Changes by Change Order</b>	\$	-
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$	2,124,787.10
<b>4. Total Completed &amp; Stored to Date</b>	\$	<b>360,385.80</b>
<b>5. Retainage</b>		
a. 10% of Completed Work	\$	36,038.58
Total Retainage(Lines 5a +5b)	\$	36,038.58
<b>6. Total Earned Less Retainage</b>	\$	<b>324,347.22</b>
(Line 4 Less Line 5 Total)		
<b><u>7. Less Previous Certificates for Payment</u></b>	\$	-
(Line 6 from Prior Certificate)		
<b>8. Current Payment Due</b>	\$	<b>324,347.22</b>
<b>9. Balance to Finish, Including Retainage</b>		
(Line 3 Less Line 6)	\$	<b>1,800,439.88</b>

\*Percent Complete by Duration 18%  
 \*Percent Complete by Cost 17%





**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Principal Services, Ltd.  
**Project:** Construction of Water, Sanitary and Drainage 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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
11.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	3	EA	\$ 540.00	\$ 1,620.00		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
13.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	1	EA	\$ 380.00	\$ 380.00		\$ -		\$ -	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>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		\$ -		\$ -	0.00	\$ -	0%
15 .	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	691	LF	\$ 47.00	\$ 32,477.00		\$ -		\$ -	0.00	\$ -	0%
16 .	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	140	LF	\$ 52.00	\$ 7,280.00		\$ -		\$ -	0.00	\$ -	0%
17 .	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	616	LF	\$ 75.00	\$ 46,200.00		\$ -		\$ -	0.00	\$ -	0%
18 .	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	104	LF	\$ 99.00	\$ 10,296.00		\$ -		\$ -	0.00	\$ -	0%
19 .	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	177	LF	\$ 117.00	\$ 20,709.00		\$ -		\$ -	0.00	\$ -	0%
20 .	54 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	142	LF	\$ 213.00	\$ 30,246.00		\$ -		\$ -	0.00	\$ -	0%
21 .	Type "A" inlets including both first and second stage construction, Complete in Place.	1	EA	\$ 1,700.00	\$ 1,700.00		\$ -		\$ -	0.00	\$ -	0%
22 .	Type "C" inlets including both first and second stage construction, Complete in Place.	32	EA	\$ 2,250.00	\$ 72,000.00		\$ -		\$ -	0.00	\$ -	0%
23 .	Type "C-1" inlets including both first and second stage construction, Complete in Place.	3	EA	\$ 2,650.00	\$ 7,950.00		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	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	
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		\$ -		\$ -	0.00	\$ -	0%
26.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	2	EA	\$ 2,700.00	\$ 5,400.00		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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%
	<b>ADDITIONAL ITEMS</b>											
30.	Trench safety system, all depths, Complete in Place	8,302	LF	\$ 0.10	\$ 830.20	3,908.00	\$ 390.80		\$ -	3,908.00	\$ 390.80	47%
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		\$ -		\$ -	0.00	\$ -	0%
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%
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		\$ -		\$ -	0.00	\$ -	0%
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%
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%
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%
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%



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%
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%
	<b><u>Alternate Item (Haul Off)</u></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%



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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	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	
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
<b>TOTALS</b>							<b>\$ 360,385.80</b>		<b>\$ -</b>		<b>\$ 360,385.80</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 \$ 324,347.22 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 2/23/2021

STATE OF TEXAS

COUNTY OF MONTGOMERY

§  
§  
§

This instrument was acknowledged before me on the 23rd day of Feb, 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 24<sup>th</sup> day of February, 2021

My Commission Expires:

08/23/2022



Chelsey Dagley  
Notary Public for the State of Texas





March 26, 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. 2 submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 2/11/2021 to 3/20/2021. Included with this estimate is the Conditional Waiver and Affidavit of Bills Paid.

As of 3/20/2021, the project was approximately 49% complete by contract amount and 45% 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 **\$634,070.75** 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: 2/21/2021 to 3/20/2021

**CHANGE ORDER SUMMARY**

NO.	DATE	CONTRACT DURATION	AMOUNT
CO1	3/25/2021	-	\$ 53,575.66
<b>Net Change:</b>			\$ 53,575.66

The current status on the account for this Contract is as follows:

<b>1. Original Contract Total</b>	\$ 2,124,787.10
<b>2. Net Changes by Change Order</b>	\$ 53,575.66
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$ 2,178,362.76
<b>4. Total Completed &amp; Stored to Date</b>	\$ 1,064,908.86
<b>5. Retainage</b>	
a. 10% of Completed Work	\$ 106,490.89
Total Retainage(Lines 5a +5b)	\$ 106,490.89
<b>6. Total Earned Less Retainage</b>	\$ 958,417.97
(Line 4 Less Line 5 Total)	
<b>7. Less Previous Certificates for Payment</b>	\$ 324,347.22
(Line 6 from Prior Certificate)	
<b>8. Current Payment Due</b>	\$ 634,070.75
<b>9. Balance to Finish, Including Retainage</b>	
(Line 3 Less Line 6)	\$ 1,219,944.79

\*Percent Complete by Duration 45%  
 \*Percent Complete by Cost 49%





**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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	4,394.00	\$ 439.40	3,908.00	\$ 390.80	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	0.00	\$ -	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	0.00	\$ -	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><u>Alternate Item (Haul Off)</u></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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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		\$ -	0.00	\$ -	0.00	\$ -	0%
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	0.50	\$ 7,000.00		\$ -	0.50	\$ 7,000.00	50%
P8.	Subgrade stabilization for concrete pavement including mixing, grading, and compaction, Complete in Place.	17,927	SY	\$ 3.00	\$ 53,781.00	5,378.00	\$ 16,134.00		\$ -	5,378.00	\$ 16,134.00	30%
P9.	Lime for 8" subgrade stabilization (8% application by dry weight), Complete in Place.	467	TON	\$ 185.00	\$ 86,395.00	140.00	\$ 25,900.00		\$ -	140.00	\$ 25,900.00	30%
P10.	6 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	16,898	SY	\$ 42.75	\$ 722,389.50		\$ -		\$ -	0.00	\$ -	0%
P11.	6 - inch reinforced concrete curb, Complete in Place.	3,718	LF	\$ 3.40	\$ 12,641.20		\$ -		\$ -	0.00	\$ -	0%
P12.	4 x 12 - inch reinforced concrete curb, Complete in Place.	5,448	LF	\$ 3.40	\$ 18,523.20		\$ -		\$ -	0.00	\$ -	0%
P13.	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	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	
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%
P15.	Traffic signs, as shown in plans, Complete in Place.	15	EA	\$ 650.00	\$ 9,750.00		\$ -		\$ -	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%
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		\$ -		\$ -	0.00	\$ -	0%
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	339	LF	\$ 30.00	\$ 10,170.00		\$ -		\$ -	0.00	\$ -	0%
<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		\$ -		\$ -	0.00	\$ -	0%
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%



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%
					<b>\$ 2,322,307.10</b>							
	<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		\$ -		\$ -	0.00	\$ -	0%
	<b>Change Order No. 1 Total</b>				<b>\$ 53,575.66</b>		\$ -		\$ -	0.00	\$ -	0%
<b>TOTALS</b>						<b>\$ 704,523.06</b>		<b>\$ 360,385.80</b>		<b>\$ 1,064,908.86</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 \$ 634,070.75 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

Date 3/26/2021

By: Kevin Burns

Title: C.O.O.

Signature: [Signature]

STATE OF TEXAS

§  
§  
§

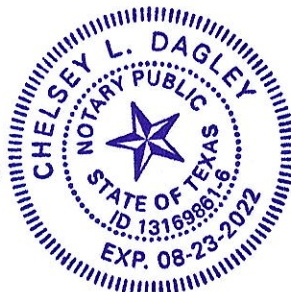
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 26th day of Mar, 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 26th day of March, 2021

My Commission Expires:

08/23/2022



Chelsey Dagley  
Notary Public for the State of Texas





April 22, 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. 3 submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 3/21/2021 to 4/20/2021. Included with this estimate is the Conditional Waiver and Affidavit of Bills Paid.

As of 4/20/2021, the project was approximately 59% complete by contract amount and 74% 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 **\$200,143.80** 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: 3/21/2021 to 4/20/2021

**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	\$ 1,287,290.86
5. Retainage	
a. 10% of Completed Work	\$ 128,729.09
Total Retainage(Lines 5a +5b)	\$ 128,729.09
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$ 1,158,561.77
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)	\$ 958,417.97
8. Current Payment Due	\$ 200,143.80
9. Balance to Finish, Including Retainage (Line 3 Less Line 6)	\$ 1,019,800.99

\*Percent Complete by Duration 74%  
\*Percent Complete by Cost 59%





**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><u>Alternate Item (Haul Off)</u></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	0.00	\$ -	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	0.50	\$ 7,000.00	0.50	\$ 7,000.00	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	12,549.00	\$ 37,647.00	5,378.00	\$ 16,134.00	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	327.00	\$ 60,495.00	140.00	\$ 25,900.00	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	1,000.00	\$ 42,750.00	0.00	\$ -	1,000.00	\$ 42,750.00	6%
P11.	6 - inch reinforced concrete curb, Complete in Place.	3,718	LF	\$ 3.40	\$ 12,641.20	2,800.00	\$ 9,520.00	0.00	\$ -	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	0.00	\$ -	2,000.00	\$ 6,800.00	37%
P13.	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,500.00	\$ 1,500.00		\$ -	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	
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		\$ -	0.00	\$ -	0.00	\$ -	0%
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	339	LF	\$ 30.00	\$ 10,170.00	339.00	\$ 10,170.00	0.00	\$ -	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		\$ -	0.00	\$ -	0.00	\$ -	0%
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%
					<b>\$ 2,322,307.10</b>							
	<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		\$ -	0.00	\$ -	0.00	\$ -	0%
	<b>Change Order No. 1 Total</b>				<b>\$ 53,575.66</b>		\$ -		\$ -	0.00	\$ -	0%
<b>TOTALS</b>						<b>\$ 222,382.00</b>		<b>\$ 1,064,908.86</b>		<b>\$ 1,287,290.86</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 \$ 200,143.80 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

Date 4/23/2021

By: Kevin Burns

Title: C.O.O.

Signature: [Signature]

STATE OF TEXAS

§  
§  
§

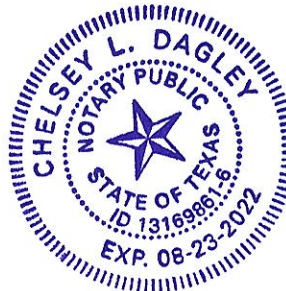
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 23rd day of April, 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 23rd day of April, 2021

My Commission Expires:

08/23/2022



Chelsey Dagley  
Notary Public for the State of Texas





**CHANGE ORDER NO.** 01  
**DATE OF ISSUANCE:** March 25, 2021

**PROJECT:** Construction of Water, Sanitary, Drainage and Paving Facilities for  
Sierra Vista West Sec. 6

**OWNER:** Brazoria County Municipal Utility District No. 53 Brazoria County, TX

**CONTRACTOR:** Principal Services, Ltd.

**ELEVATION LAND SOLUTIONS:** 610.020019.00

**A. DESCRIPTION OF CHANGES:**

- CO1.1 Increase in RCP cost - 1 LS @ \$13,328.00  
CO1.2 Increase in Rebar cost - 1 LS @ \$16,142.56  
CO1.3 Increase in PVC pipe cost - 1 LS @ \$17,205.10  
CO1.4 Quantity Overrun on Irrigation Sleeves - 230 LF @ \$30.00/LF = \$6,900.00

**TOTAL = \$53,575.66**

**B. REASON FOR CHANGES:**

The supplier's initially quoted price is no longer valid due to unforeseen rise in manufacturer cost.  
Quantity overrun on Irrigation Sleeves.

**C. CONTRACT PRICE SUMMARY:**

	<u>AMOUNT</u>	<u>PERCENT</u>
Original Contract Amount:	\$ 2,124,787.10	
Previous Change Orders	\$ -	0%
This Change Order	\$ 53,575.66	2.52%
<b>Contract Amount:</b>	<b>\$ 2,178,362.76</b>	

**D. CHANGE IN CONTRACT TIME SUMMARY:**

**NOTICE TO PROCEED DATE:** February 1, 2021

	<u>DURATION</u>	<u>COMPLETION DATE</u>
Original Contract Time:	105 Days	May 17, 2021
Previous Change Orders	- Days	
This Change Order	0 Days	
<b>Contract Time:</b>	<b>105 Days</b>	<b>May 17, 2021</b>



E. **RECOMMENDED BY ENGINEER**

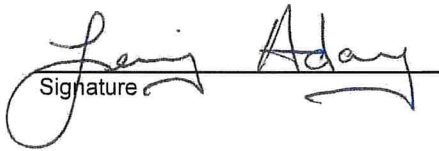


David L. Doran, P. E., CCM  
Partner, Construction Management

March 25, 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.

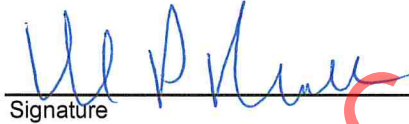
  
Signature

3/26/2021  
Date

Lewis Adams  
Printed Name

Project Manager  
Title

G. **ACCEPTANCE BY DEVELOPER**

  
Signature

4/7/2021  
Date

Al P. Brende  
Printed Name

President  
Title

H. **ACCEPTANCE BY DISTRICT**

**BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
President, Board of Directors



**Construction of  
Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6  
Brazoria County Municipal Utility District No. 53**

The following revisions are made to the Bid Quantities:

Item	Description	Unit	Unit Cost	Revised Quantity	Net Change
CO1.1	Increase in material price - RCB	LS	\$ 13,328.00	1.00	\$ 13,328.00
CO1.2	Increase in material price - Rebar	LS	\$ 16,142.56	1.00	\$ 16,142.56
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CO1.4	Quantity Overrun on Irrigation Sleeves	LF	\$ 30.00	230.00	\$ 6,900.00
					<b>\$ 53,575.66</b>

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**

Certificate Number:  
2021-732175

Date Filed:  
03/30/2021

Date Acknowledged:

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

Principal Services, Ltd  
Cleveland, TX United States

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

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.

Job No. 610.020019.00

Change Order No. 1 - Construction of WS&D and Paving Facilities for Sierra Vista West Section 6.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Durham , John	Cleveland, TX United States	X	
	Kolb , Kevin	Cleveland , TX United States	X	
	Burns , Kevin	Cleveland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

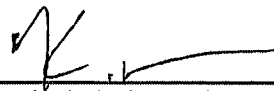
**6 UNSWORN DECLARATION**

My name is Kevin Burns, and my date of birth is 7/7/1975.

My address is 27080 Mandell Road, Cleveland, TX, 77328, U.S.  
(street) (city) (state) (zip code) (country)

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

Executed in Montgomery County, State of TX, on the 30th day of March, 2021.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



April 29, 2021

Principal Services, Ltd.

27080 Mandell Road

Cleveland, TX 77328

Project: Construction of Water, Sanitary and Drainage Facilities for Sierra Vista West Section 6

Acknowledgement of payment:

I, Kevin Burns, of Principal Services, Ltd. confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 324,347.22
Pay Estimate #2	\$ 634,070.75
Pay Estimate #3	<u>\$ 200,143.80</u>
Total Paid to date	\$1,158,561.77

Signed:

Principal Services, Ltd.

 COO

By: Kevin Burns, COO

Date: 4/29/21





**CHANGE ORDER NO.** 01  
**DATE OF ISSUANCE:** March 25, 2021

**PROJECT:** Construction of Water, Sanitary, Drainage and Paving Facilities for  
Sierra Vista West Sec. 6

**OWNER:** Brazoria County Municipal Utility District No. 53 Brazoria County, TX

**CONTRACTOR:** Principal Services, Ltd.

**ELEVATION LAND SOLUTIONS:** 610.020019.00

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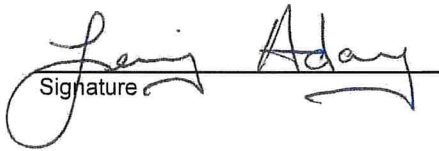


David L. Doran, P. E., CCM  
Partner, Construction Management

March 25, 2021  
Date

F. **ACCEPTANCE BY CONTRACTOR**

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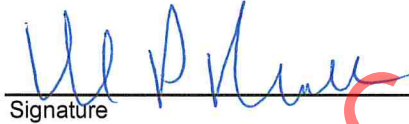
  
Signature

3/26/2021  
Date

Lewis Adams  
Printed Name

Project Manager  
Title

G. **ACCEPTANCE BY DEVELOPER**

  
Signature

4/7/2021  
Date

Al P. Brende  
Printed Name

President  
Title

H. **ACCEPTANCE BY DISTRICT**

**BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
President, Board of Directors



**Construction of  
Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6  
Brazoria County Municipal Utility District No. 53**

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Copy



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1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2021-732175

Date Filed:  
03/30/2021

Date Acknowledged:

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

Principal Services, Ltd  
Cleveland, TX United States

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

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.

Job No. 610.020019.00

Change Order No. 1 - Construction of WS&D and Paving Facilities for Sierra Vista West Section 6.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Durham , John	Cleveland, TX United States	X	
	Kolb , Kevin	Cleveland , TX United States	X	
	Burns , Kevin	Cleveland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

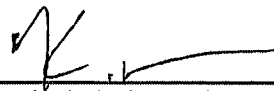
**6 UNSWORN DECLARATION**

My name is Kevin Burns, and my date of birth is 7/7/1975.

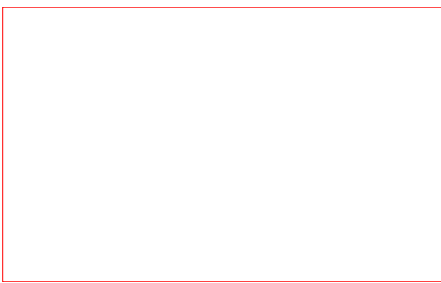
My address is 27080 Mandell Road, Cleveland, TX, 77328, U.S.  
(street) (city) (state) (zip code) (country)

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

Executed in Montgomery County, State of TX, on the 30th day of March, 2021.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)





## 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>

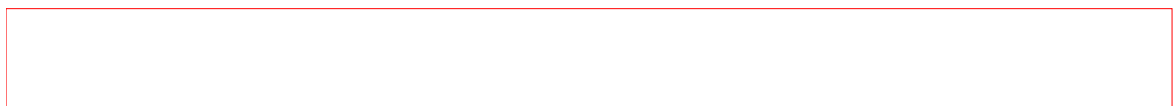
Purpose:	_____ As Requested	_____ Your Information	_____ Your Files
	_____ Approval	_____ Distribution	_____ Correction

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_







February 1, 2021

Mr. Alfredo Amet  
Principal Services, Ltd.  
27080 Mandell Road  
Cleveland, TX 77328

Re: Construction of Water, Sanitary, Drainage and Paving Facilities  
for Sierra Vista West Section 6  
Brazoria County Municipal Utility District No. 53  
Future Bond Issue

Mr. Amet:

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 February 1, 2021 and are to fully complete within 105 consecutive calendar days in accordance with your contract with a completion date of May 17, 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  
Partner, Construction Management

DLD/amk  
P:\020 Sierra Vista West Development\019 Section 6 WSD & Paving\Construction\WS&D\Contract Docs\SVW Section 6 WSD and Paving - Notice to Proceed.docx  
Enclosure/Attachment

Cc: Ms. Diana Soriano – Allen Boone Humphries Robinson, LLP  
Ms. Darlene Byckowski – Land Tejas Companies  
TCEQ – Houston  
TCEQ - Austin



SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
CONSTRUCTION OF WATER, SANITARY, AND DRAINAGE  
FACILITIES

FOR  
**SIERRA VISTA WEST SEC. 6**  
FOR  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 53  
BRAZORIA COUNTY, TX

JUNE 2020



Brazoria County Key Map: 691 M & R, 692 J & N

Zip Code: 77422

*Parker Krause*  
06/18/2020



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





**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS  
FOR**

Construction of Water, Sanitary, and Drainage Facilities

**TO SERVE**

Sierra Vista West Sec. 6

**Job No.** 610.020019.00

Brazoria County, TX

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**SPECIFICATIONS**

REFER TO THE LATEST EDITION OF CITY OF HOUSTON STANDARD SPECIFICATIONS  
FOR ITEMS NOT INCLUDED HEREIN.



## INVITATION TO BIDDERS

Sealed Electronic Bids addressed to Brazoria County Municipal Utility District No. 53, Attention Robert Serrett, President, Board of Directors, will be received, until 10:00 AM. Local Time, Wednesday, July 1<sup>st</sup>, 2020, and then publicly opened and read at the office of Manhard Consulting, 2445 Technology Forest Blvd., Suite 200, The Woodlands, TX, 77381 for Construction of Water, Sanitary, & Drainage Facilities for Sierra Vista West Sec. 6 for Brazoria County Municipal Utility District No. 53, Brazoria County, TX. Bid opening will be accessible via conference call: (571)317-3122. The access code is 652-496-277.

Scope of Work of the Contract includes the following: Construction of approximately 3,910 LF of sanitary pipe, 3,490 LF of storm pipe, and 4,370 LF of water line.

Bids received after the closing time will not be considered. A Non Mandatory pre-bid conference will be held on Wednesday, June 24<sup>th</sup>, 2020, at 10:00 AM Local Time, via conference call service. Attendance at the pre-bid is not mandatory. The conference call number is (872) 240-3212. The access code is 310-530-717.

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. If a certified or cashier's check is provided, the successful bidder shall deliver, at the bid opening address, the *original* certified or cashier's check within twenty-four (24) hours of receipt of the bid opening.

Copies of the bidding documents may be obtained from [www.CivcastUSA.com](http://www.CivcastUSA.com): search Construction of Water, Sanitary, & Drainage Facilities for Sierra Vista West Sec. 6. 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.

Bidder must submit its Bid and bid securities in compliance with Owner's Order Adopting Section 49.2731 Electronic Bidding Rules and all Bids and bid securities must be submitted through [www.CivcastUSA.com](http://www.CivcastUSA.com). Bidder must register on this website in order to submit a Bid and bid security and there is NO charge to submit Bids and bid securities on this website.

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**

**PLEASE READ SPECIAL CONDITIONS OF THE AGREEMENT PART A FOR  
INSURANCE REQUIREMENTS.**

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 610.020019.00; and the description of goods and services is Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 6. 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 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.

**PLEASE READ SPECIAL CONDITIONS OF THE AGREEMENT PART A FOR  
INSURANCE REQUIREMENTS.**

Copy



**BID PROPOSAL**

for  
 Construction of Water, Sanitary, and Drainage Facilities  
 in  
 Sierra Vista West Sec. 6  
 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: Parker Krause, 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)
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:



**ACKNOWLEDGE ADDENDA**

NAME	ACKNOWLEDGEMENT DATE
Addendum 1	07/01/2020 14:32:40 PM

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## SUBSTITUTIONS:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

The following table describes the phscopes of work to be completed, construction time frames for each scope of work, and any incentives or economic disincentives that may apply. **Bidder shall specify the number of days proposed to complete each scope of work.**

Description of Work	Calendar Days to Complete	Maximum Calendar Days to Complete	Incentives	Economic Disincentives
Construction of water, sanitary, and drainage facilities. (Items 1-44)	45	45	No	Yes, \$500/day
Construction of paving facilities. (Alternate Bid 1 - Items P1-P23)	60	60	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: 627,184.48

Total Labor Cost: 337,714.72

TOTAL BASE BID: 964,899.20

(Equal to Base Bid from following pages)

**TOTAL ALTERNATE BID 1**

(WS&D + Paving): 2,086,587.10

**\*REQUIRED\***

(Equal to Base Bid plus Paving Items P1-P22)

Principal Services, Ltd.

CONTRACTOR

27080 Mandell Rd.

Address

Cleveland, Tx 77328

Signature of Bidder

Kevin Burns

Printed Name of Bidder

7/1/2020

Date

832-480-5447

Phone Number

Witness

Seal (if applicable)



**PROJECT:**

Sierra Vista West Sec. 6 - WS&D

**BIDDER:**

Principal Services, Ltd.

**TOTAL BID:**

\$1,003,099.20

**COMPLETION TIME:**

Not Required

**BIDDER INFO:**

27080 Mandell Rd.

Cleveland, TX 77328

P: 281-795-0901

F:

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**BID TOTALS**

<b>BASE BID</b>	<b>Total</b>
SANITARY SEWER IMPROVEMENTS	\$269,265.00
WATER IMPROVEMENTS	\$124,811.00
STORM SEWER IMPROVEMENTS	\$425,858.00
ADDITIONAL ITEMS	\$183,165.20
<b>Total</b>	<b>\$1,003,099.20</b>

<b>ALTERNATE ITEM (HAUL OFF)</b>	<b>Total</b>
ALTERNATE ITEMS	\$197,520.00
<b>Total</b>	<b>\$197,520.00</b>

<b>ALTERNATE BID 1 (WS&amp;D + PAVING)</b>	<b>Total</b>
PAVING ITEMS	\$1,052,637.90
ADDITIONAL ITEMS	\$69,050.00
<b>Total</b>	<b>\$1,121,687.90</b>

<b>SANITARY SEWER IMPROVEMENTS</b>					
No.	Description	Unit	Qty	Unit Price	Ext Price
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.	LF	3825	\$28.00	\$107,100.00
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.	LF	83	\$55.00	\$4,565.00
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.	EA	25	\$900.00	\$22,500.00
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.	EA	19	\$1,600.00	\$30,400.00



5	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	EA	29	\$3,300.00	\$95,700.00
6	External drop connection, as shown in plans, Complete in Place.	EA	18	\$500.00	\$9,000.00
					Subtotal: \$269,265.00

**WATER IMPROVEMENTS**

No.	Description	Unit	Qty	Unit Price	Ext Price
7	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	LF	347	\$15.00	\$5,205.00
8	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	LF	3684	\$20.00	\$73,680.00
9	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	LF	66	\$26.00	\$1,716.00
10	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	LF	297	\$30.00	\$8,910.00
11	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	EA	3	\$540.00	\$1,620.00
12	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	EA	9	\$3,700.00	\$33,300.00
13	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	EA	1	\$380.00	\$380.00
					Subtotal: \$124,811.00

**STORM SEWER IMPROVEMENTS**

No.	Description	Unit	Qty	Unit Price	Ext Price
14	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	2472	\$41.00	\$101,352.00



15	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	LF	691	\$47.00	\$32,477.00
16	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	140	\$52.00	\$7,280.00
17	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	616	\$75.00	\$46,200.00
18	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	104	\$99.00	\$10,296.00
19	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	177	\$117.00	\$20,709.00
20	54 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	LF	142	\$213.00	\$30,246.00
21	Type "A" inlets including both first and second stage construction, Complete in Place.	EA	1	\$1,700.00	\$1,700.00
22	Type "C" inlets including both first and second stage construction, Complete in Place.	EA	32	\$2,250.00	\$72,000.00
23	Type "C-1" inlets including both first and second stage construction, Complete in Place.	EA	3	\$2,650.00	\$7,950.00
24	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	EA	30	\$2,000.00	\$60,000.00
25	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	EA	5	\$2,300.00	\$11,500.00
26	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	EA	2	\$2,700.00	\$5,400.00
27	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	EA	1	\$3,100.00	\$3,100.00
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.	SY	78	\$100.00	\$7,800.00
29	Construct earthen extreme event swale including excavation, grading, compaction, and application of sod as shown in plans, Complete in Place.	SY	654	\$12.00	\$7,848.00
					Subtotal: \$425,858.00



**ADDITIONAL ITEMS**

No.	Description	Unit	Qty	Unit Price	Ext Price
30	Trench safety system, all depths, Complete in Place	LF	8302	\$0.10	\$830.20
31	Well point system for dewatering trenches, Complete in Place. (Any unit price less than \$20 may result in full bid rejection)	LF	1452	\$27.50	\$39,930.00
32	Wet sand construction for wet unstable trenches. (Any unit price less than \$15 may result in full bid rejection)	LF	1452	\$15.00	\$21,780.00
33	Wet sand construction for manholes at depths of 10 feet or greater, as directed by Engineer, Complete in Place.	EA	13	\$500.00	\$6,500.00
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.	CY	9876	\$2.50	\$24,690.00
35	Contractor shall sweep/clean adjacent streets and proposed streets throughout the duration of the contract.	LS	1	\$500.00	\$500.00
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.	EA	39	\$100.00	\$3,900.00
37	Installation and removal of coffer dam as shown in plans , Complete in Place.	EA	2	\$5,000.00	\$10,000.00
38	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	AC	16	\$650.00	\$10,400.00
39	Turf establishment by contractor by hydromulch, in accordance to jurisdiction specifications, as shown in plans, Complete in Place.	AC	5	\$1,500.00	\$7,500.00
40	Installation and maintenance of Reinforced Filter Barrier, as shown in plans, Complete in Place.	LF	2748	\$1.25	\$3,435.00



41	Installation and maintenance of concrete truck washout area as shown in plans and accordant to SWPPP requirements, Complete in Place.	LS	1	\$1,000.00	\$1,000.00
42	Construction staking services to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	LS	1	\$11,700.00	\$11,700.00
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.	LS	1	\$38,000.00	\$38,000.00
44	Regrading of existing side slope in north detention basin for outfall, as shown in plans. Complete in Place.	LS	1	\$3,000.00	\$3,000.00
					Subtotal: \$183,165.20

ALTERNATE ITEMS					
No.	Description	Unit	Qty	Unit Price	Ext Price
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.	CY	9876	\$20.00	\$197,520.00
					Subtotal: \$197,520.00

PAVING ITEMS					
No.	Description	Unit	Qty	Unit Price	Ext Price
P1.	Site preparation of fill areas, including stripping of topsoil, removal of vegetation, and stockpile.	AC	25	\$250.00	\$6,250.00



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.	CY	7726	\$2.00	\$15,452.00
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.	CY	4019	\$2.00	\$8,038.00
P4.	Haul, spread, and compact (to 95%) excess roadway excavation on-site, to achieve final lot grades per the grading plan. Complete in Place.	CY	3028	\$2.00	\$6,056.00
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.	CY	396	\$2.00	\$792.00
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.	CY	13300	\$4.00	\$53,200.00
P7.	Spread and compact lot strippings across areas outside of future building pad areas, Complete in Place.	LS	1	\$14,000.00	\$14,000.00
P8.	Subgrade stabilization for concrete pavement including mixing, grading, and compaction, Complete in Place.	SY	17927	\$3.00	\$53,781.00
P9.	Lime for 8" subgrade stabilization (8% application by dry weight), Complete in Place.	TON	467	\$185.00	\$86,395.00
P10.	6 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	SY	16898	\$42.75	\$722,389.50



P11.	6 - inch reinforced concrete curb, Complete in Place.	LF	3718	\$3.40	\$12,641.20
P12.	4 x 12 - inch reinforced concrete curb, Complete in Place.	LF	5448	\$3.40	\$18,523.20
P13.	Tie-in to existing pavement, Complete in Place.	EA	1	\$1,500.00	\$1,500.00
P14.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	LS	1	\$7,500.00	\$7,500.00
P15.	Traffic signs, as shown in plans, Complete in Place.	EA	15	\$650.00	\$9,750.00
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.	LS	1	\$1,000.00	\$1,000.00
P17.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	EA	18	\$1,400.00	\$25,200.00
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	LF	339	\$30.00	\$10,170.00
					Subtotal: \$1,052,637.90

**ADDITIONAL ITEMS**

No.	Description	Unit	Qty	Unit Price	Ext Price
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.	LS	1	\$20,000.00	\$20,000.00
P20.	Construction staking services to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	LS	1	\$14,000.00	\$14,000.00
P21.	As-Built Topo to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	LS	1	\$4,500.00	\$4,500.00



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.	LS	1	\$28,300.00	\$28,300.00
P23	5' wide concrete sidewalk to be installed at locations and elevations shown in plans, Complete in Place.	LF	45	\$50.00	\$2,250.00
					<b>Subtotal: \$69,050.00</b>

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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, 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  
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.
- 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.
- 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 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.
- 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 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
  - 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
  - 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 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.

**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.



**XIII. CONSTRUCTION STAKING** The Owner will establish reference points for construction; the Contractor is required to hire Manhard Consulting for staking from benchmarks and horizontal control references. Manhard Consulting, through coordination with the Contractor, shall be responsible for laying out the Work. The Contractor 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. Contractor will be required to sign the Manhard Consulting survey proposal attached to this contract and agree to the Manhard Consulting terms and conditions included with the survey proposal.

Copy



**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.

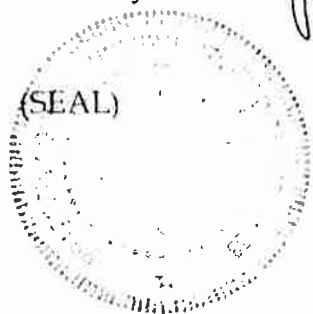


PASSED and APPROVED this 7th day of May, 2019.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors



Copy



**CERTIFICATE OF LIABILITY INSURANCE**

Copy





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## 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 SUBR WSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EXCLUDED) \$ 100,000
	<input checked="" type="checkbox"/> FARM/AGRICULTURE					MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> PERSONAL & ADV INJURY					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> GENERAL AUTOBODILY					GENERAL AUTOBODILY \$ 2,000,000
	<input checked="" type="checkbox"/> PRODUCTS & COMPLETED OPERATIONS					PRODUCTS & COMPLETED OPERATIONS \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOBODILY					EXCESS AUTOBODILY (Per accident) \$
	<input checked="" type="checkbox"/> AUTOBODILY					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB					Comp/Coll Deductible \$ 1,000
	EXCESS LIAB					EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB					AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH)	Y/N				EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				EACH EMPLOYEE \$ 1,000,000
						EACH DISEASE/POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED INCLUDE:

Manhard Consulting

Land Tejas Sierra Vista West and its affiliated and subsidiary companies and their respective officers, directors, employees, and agents.

Brazoria County Municipal Utility District No. 53

## CERTIFICATE HOLDER

## CANCELLATION

Brazoria County Municipal Utility District No. 53  
c/o Manhard Consulting\*  
2445 Technology Forest Blvd. Ste 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



**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 Facilities for Sierra Vista West Sec. 6, 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:

Scope of Work of the Contract includes the following: Construction of approximately 3,910 LF of sanitary sewer, approximately 4,370 of water line, and approximately 3,490 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
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 Technical Specification items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply. Refer to the latest edition of City of Houston or Harris County standard specification of items not included herein.

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 Sierra Vista West Sec. 6

**Sheet No.    Title**

1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER & SANITARY OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING OVERALL
7	STORMWATER POLLUTION PREVENTION PLAN
8	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
9	PONDEROSA PINE DR STA 29+50 TO 37+00
10	PONDEROSA PINE DR STA 37+00 TO 43+00



- 11 SEQUOIA RUN DRIVE
- 12 TULARE CANYON DRIVE & BLACK OAK DRIVE
- 13 BLACK OAK DR & JUNIPER BRANCH DR
- 14 SCRUB OAK DRIVE
- 15 YUBA VALLEY DRIVE & BASELINE A
- 16 AMADOR PEAK DRIVE
- 17 OUTFALL NORTH & SOUTH
- 18 WATERLINE DETAIL – 1
- 19 WATERLINE DETAIL – 2
- 20 SANITARY SEWER DETAIL – 1
- 21 SANITARY SEWER DETAIL – 2
- 22 SANITARY SEWER DETAIL – 3
- 23 STORM SEWER DETAIL – 1
- 24 STORM SEWER DETAIL – 2
- 25 STORM SEWER DETAIL – 3
- 26 STORM SEWER DETAIL – 4
- 27 STORM WATER POLLUTION PREVENTION DETAILS
- 28 PAVING DETAILS – 1
- 29 PAVING DETAILS – 2
- 30 PAVING DETAILS – 3
- 31 PAVING DETAILS – 4
- 32 HC PAVEMENT MARKING DETAILS 1 OF 2
- 33 HC PAVEMENT MARKING DETAILS 2 OF 2
- 34 SLOPE PAVING DETAIL & MISCELLANEOUS DETAILS
- 35 DRAINAGE AREA SERVICE MAP



**AGREEMENT**

STATE OF TEXAS }

COUNTY OF Brazoria }

THIS AGREEMENT ("Agreement") is made and entered into this 27th day of January, 2021 by and between Brazoria County Municipal Utility District No. 53, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, of Harris County (the "Owner"), Principal Services, Ltd., 27080 Mandell Rd., Cleveland, TX 77328, County of Montgomery, 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

For  
Sierra Vista West Sec. 6  
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 **\$1,003,099.20**

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



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 One Hundred Twenty Four Thousand Seven Hundred Eighty Seven Dollars and Ten Cents (\$2,124,787.10)**, 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.

ATTEST:




Brazoria County Municipal Utility District No. 53  
Owner

By:   
Name: Robert Serrett  
Title: PRESIDENT

Principal Services, Ltd.  
Contractor

ATTEST:



By:   
Name: Kevin Burns  
Title: COO

(The following to be executed if Contractor is a Corporation)

I, \_\_\_\_\_, certify that I am the secretary of the Corporation named as Contractor herein; that \_\_\_\_\_, who signed this Contract on behalf of Contractor, was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

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.

DEVELOPER:

Land Tejas Sierra Vista West, LLC

By:

Name:


Title:

Date: 1/27/2020




Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 6  
**ATTACHMENT A TO AGREEMENT**

**CONTRACTOR:**  
Principal Services, Ltd.

By:   
Name: Kevin Burns  
Title: COO  
Date: 1/27/2020

**DISTRICT:**  
Brazoria County Municipal  
Utility District No. 53

By:   
Name: Robert Sedek  
Title: President  
Date: 1/27/2020

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**

Certificate Number:  
2020-637409

Date Filed:  
06/26/2020

Date Acknowledged:

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

Principal Services, Ltd.  
Cleveland, TX United States

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

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.**

No. 610.020019.00

Construction of the Water, Sanitary and Drainage Facilities for Sierra Vista West Sec 6

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Burns, Kevin	Cleveland , TX United States	X	
	Kolb, Kevin	Cleveland , TX United States	X	
	Durham, John	Cleveland, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is Kevin Burns, and my date of birth is 7/7/75.

My address is 27080 Mandell Rd., Cleveland, TX, 77328, US  
(street) (city) (state) (zip code) (country)

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

Executed in Montgomery County, State of Texas, on the 26th day of June, 2020.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2020

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 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> Southern American Insurance Agency  13823 Schmidt Road Cypress TX 77429		<b>CONTACT NAME:</b> Penny Carrizales <b>PHONE (A/C, No, Ext):</b> (281) 890-9294 <b>FAX (A/C, No):</b> (281) 890-2229 <b>E-MAIL ADDRESS:</b>																						
<b>INSURED</b> Principal Services, Ltd. 27080 Mandell Rd  Cleveland TX 77328		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>BITCO National Ins Co</td><td>20109</td></tr><tr><td>INSURER B:</td><td>BITCO General Ins Corp</td><td>20095</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	BITCO National Ins Co	20109	INSURER B:	BITCO General Ins Corp	20095	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER: 19-20 PSL Master

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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CLP3687255	10/22/2019	10/22/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP3687259	10/22/2019	10/22/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	<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 <input type="checkbox"/> N/A			WC3687258	10/22/2019	10/22/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E L EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
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E L DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Contractors Equipment			CLP3687255	10/22/2019	10/22/2020	<table border="1"><tr><td>Leased/Rented Per Item</td><td>\$500,000</td></tr><tr><td>Deductible Min/Max</td><td>\$500/\$5,000</td></tr></table>	Leased/Rented Per Item	\$500,000	Deductible Min/Max	\$500/\$5,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder:

Brazoria County Municipal Utility District No. 53

Additional Insured Include:

Manhard Consulting

Land Tejas Sierra Vista West and it's affiliated and subsidiary companies and their respective officers, directors, employees and agents.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b> Brazoria County MUD No 53 % Manhard Consulting 2445 Technology Forest Blvd. Suite 200 The Woodlands, TX 77381	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> S American Ins. Agcy. <i>C.A. McClune</i>
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## COMMENTS/REMARKS

Brazoria County Municipal Utility District No. 53

Certificate Holder is included as Additional Insured on Auto, Umbrella; and General Liability for Ongoing and Completed Operations on a Primary and Non-Contributory basis; where required by written contract.

Waiver of Subrogation applies in favor of Certificate Holder on General Liability, Auto, Workers Compensation and Umbrella policies; where required by written contract.

30 Day Notice of Cancellation; except 10 Days for Non-Payment

Copy



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional 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 the additional insured.

Copy



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 Walver 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 **A.2.b.** of the **COMMON POLICY CONDITIONS**, 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.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

##### **9. WHEN WE DO NOT RENEW**

- 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.

#### **E. 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.

#### **F. BROADENED MOBILE EQUIPMENT**

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

**12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

#### **G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

**Exclusion 2.e.** of **SECTION I, COVERAGE B** is deleted.

#### **H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

**SECTION V - DEFINITIONS**, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.



Item 2. Exclusions of SECTION I, COVERAGE B, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

#### I. LIQUOR LIABILITY

Exclusion 2.c. of SECTION I, COVERAGE A, is deleted.

#### J. BROADENED CONDITIONS

Items 2.a. and 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, are deleted and replaced with the following:

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

- a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. 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. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item 2.e. is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- 2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.



## **K. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES**

**SECTION II - WHO IS AN INSURED** is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the additional insured; or
  - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

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.

## **L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS**

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - 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. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.



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.

#### **M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS**

This modifies **SECTION III - LIMITS OF INSURANCE.**

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
  1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:



1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

#### **N. FELLOW EMPLOYEE COVERAGE**

**Exclusion 2.e. Employers Liability of SECTION I, COVERAGE A,** is deleted and replaced with the following:

**2.e. "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:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

**Item 2.a. (1)(a) of SECTION II - WHO IS AN INSURED,** is deleted and replaced with the following:

- 2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.



**O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK**

**Exclusion I of SECTION I, COVERAGE A.** is deleted and replaced with the following:

**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 operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

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.

**P. CARE, CUSTODY OR CONTROL**

**Exclusion 2.j.4 of SECTION I, COVERAGE A.** is deleted and replaced with the following:

**2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**Q. ELECTRONIC DATA LIABILITY COVERAGE**

**1. Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A,** is deleted and replaced with the following:

**2.p.** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.



2. The following definition is added to **SECTION V – DEFINITIONS**:

"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.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"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;
- 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; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE**

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

**S. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES**

**SECTION II – WHO IS AN INSURED** is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:



This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

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.

#### **T. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

#### **U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED 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 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 that additional insured and included in the "products-completed operations hazard".

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.



## **V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any architect, engineer or surveyor 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 performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to 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, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

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.



**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 written contract; 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 written contract; 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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POLICY NUMBER: CAP 3 687 259

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

"Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



POLICY NUMBER:

CAP 3 687 259

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

**SCHEDULE**

<b>Name Of Person(s)</b>	Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all the provisions and limitations of this policy.
--------------------------	--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



**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.**



## 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 LOCATIONS AND OPERATIONS

## 3. Premium:

The premium charge for this endorsement shall be 2 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: SEE SCHD

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 10-22-19

Insured Principal Services, Ltd

Insurance Company

Policy No. WC 3 687 258

Endorsement No.  
Premium

Countersigned by \_\_\_\_\_

WC 42 03 04 B

(Ed. 06-14)



## TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: "PER SCHEDULE ON FILE"

CANCELLATION NOTIFICATION TO  
TO THE ABOVE INSURED WILL NOT  
APPLY TO CANCELLATION FOR NON-  
PAYMENT OF PREMIUM.

Copy

21020000450136588040042



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 10-22-19

Policy No. WC 3 687 258

Endorsement No.

Insured Principal Services, Ltd

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_



**PERFORMANCE BOND**

STATE OF TEXAS

Contract Date 1/27/2020

COUNTY OF Brazoria

Date Bond Executed 1/27/2020

PRINCIPAL Principal Services, Ltd.

SURETY SureTec Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million One Hundred Twenty Four Thousand Seven Hundred Eighty Seven Dollars and Ten Cents (\$2,124,787.10)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6 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.



Principal Services, Ltd.

PRINCIPAL

By [Signature]

Name Kevin Burns

Title COO

Address 27080 Mandell Rd.

Cleveland Texas 77328

ATTEST

By [Signature]

Name Lewis Adams

Title P.M.

(SEAL)

SureTec Insurance Company

SURETY

By [Signature]

Name Kelly J. Brooks

Title Attorney in Fact

ATTEST

By [Signature]

Name Michele Bondurant

Title Account Manager

(SEAL)

Physical Address:

2103 CityWest Blvd., Suite 1300

Houston, Texas 77042

Mailing Address:

Same as Above

Telephone: 866-732-0099

Local Recording Agent Personal Identification Number:

811197

Agency Name: Southern American Insurance Company

Agency Address 13823 Schmidt Rd, Cypress, Texas 77429

Agency Telephone 281-890-9294

**Surety must attach its original Power of Attorney to this Bond.**



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the Bond on behalf of Principal, was then \_\_\_\_\_ 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



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 27<sup>th</sup> day of September, A.D. 2018.

SURETEC INSURANCE COMPANY

By:

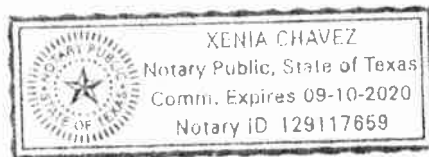
John Knox Jr., CEO

State of Texas  
County of Harris

SS:



On this 27<sup>th</sup> day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27<sup>th</sup> day of January, 2021, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**  
**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#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

---

**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

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---



**PAYMENT BOND**

STATE OF TEXAS

Contract Date 1/27/2020

COUNTY OF Brazoria

Date Bond Executed 1/27/2020

PRINCIPAL Principal Services, Ltd.

SURETY SureTec Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million One Hundred Twenty Four Thousand Seven Hundred Eighty Seven Dollars and Ten Cents (\$2,124,787.10)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6 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.



Principal Services, Ltd.

PRINCIPAL

By [Signature]

Name Kevin Burns

Title COO

Address 27080 Mandell Rd.

Cleveland Texas 77328

ATTEST

By [Signature]

Name Lewis Adams

Title P.M.

(SEAL)

SureTec Insurance Company

SURETY

By [Signature]

Name Kelly J. Brooks

Title Attorney in Fact

ATTEST

By [Signature]

Name Michele Bondurant

Title Account Manager

(SEAL)

Physical Address:

2103 CityWest Blvd., Suite 1300  
Houston, Texas 77042

Mailing Address:

Same as Above

Telephone: 866-732-0099

Local Recording Agent Personal Identification Number:

811197

Agency Name: Southern American Insurance

Agency Address 13823 Schmidt Rd., Cypress, Texas 77429

Agency Telephone 281-890-9294

**Surety must attach its original Power of Attorney to this Bond.**



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_, who signed the Bond on behalf of Principal, was then \_\_\_\_\_ 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**



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 27<sup>th</sup> day of September, A.D. 2018.

SURETEC INSURANCE COMPANY

By:

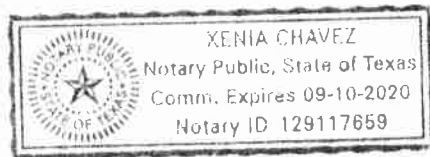
John Knox Jr., CEO

State of Texas  
County of Harris

SS:



On this 27<sup>th</sup> day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 27<sup>th</sup> day of January, 2021, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



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**MAINTENANCE BOND**

STATE OF TEXAS Contract Date 1/27/2020  
COUNTY OF Brazoria Date Bond Executed 1/27/2020  
PRINCIPAL Principal Services, Ltd.  
SURETY SureTec Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million One Hundred Twenty Four Thousand Seven Hundred Eighty Seven Dollars and Ten Cents (\$2,124,787.10)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6 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.



Principal Services, Ltd.

PRINCIPAL

By [Signature]  
Name Kevin Burns  
Title COO

Address 27080 Mandell Rd.  
Cleveland Texas 77328

ATTEST

By [Signature]  
Name Lewis Adams  
Title P.M.

(SEAL)

SureTec Insurance Company

SURETY

By [Signature]  
Name Kelly J Brooks  
Title Attorney in Fact

(SEAL)

ATTEST

By [Signature]  
Name Michele Bondurant  
Title Account Manager

Physical Address:

2103 CityWest Blvd., Suite 1300  
Houston, Texas 77042

Mailing Address:

Same as Above

Telephone: 866-732-0099

Local Recording Agent Personal Identification Number:  
811197

Agency Name: Southern American Insurance

Agency Address 13823 Schmidt Rd., Cypress, Texas 77429

Agency Telephone 281-890-9294

**Surety must attach its original Power of Attorney to this Bond.**



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal in the Bond; that \_\_\_\_\_ who signed the Bond on behalf of Principal, was then \_\_\_\_\_ 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



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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SURETEC INSURANCE COMPANY

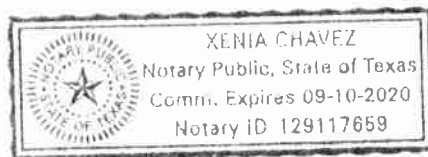
By:   
John Knox Jr., CEO

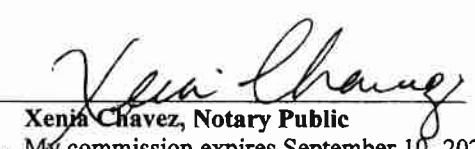
State of Texas  
County of Harris

ss:



On this 27<sup>th</sup> day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Xenia Chavez, Notary Public  
My commission expires September 10, 2020

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February 24, 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. 1 submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 2/1/2021 to 2/20/2021. Included with this estimate is the Conditional Waiver and Affidavit of Bills Paid.

As of 2/20/2021, the project was approximately 17% complete by contract amount and 18% 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 **\$324,347.22** 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 and Drainage 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: 2/1/2021 to 2/20/2021

**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>	\$	2,124,787.10
<b>2. Net Changes by Change Order</b>	\$	-
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$	2,124,787.10
<b>4. Total Completed &amp; Stored to Date</b>	\$	<b>360,385.80</b>
<b>5. Retainage</b>		
a. 10% of Completed Work	\$	36,038.58
Total Retainage(Lines 5a +5b)	\$	36,038.58
<b>6. Total Earned Less Retainage</b>	\$	<b>324,347.22</b>
(Line 4 Less Line 5 Total)		
<b><u>7. Less Previous Certificates for Payment</u></b>	\$	-
(Line 6 from Prior Certificate)		
<b>8. Current Payment Due</b>	\$	<b>324,347.22</b>
<b>9. Balance to Finish, Including Retainage</b>		
(Line 3 Less Line 6)	\$	<b>1,800,439.88</b>

\*Percent Complete by Duration 18%  
 \*Percent Complete by Cost 17%





**Owner:** Brazoria County Municipal Utility District No. 53  
**Contractor:** Principal Services, Ltd.  
**Project:** Construction of Water, Sanitary and Drainage 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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
11.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	3	EA	\$ 540.00	\$ 1,620.00		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
13.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	1	EA	\$ 380.00	\$ 380.00		\$ -		\$ -	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>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		\$ -		\$ -	0.00	\$ -	0%
15 .	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	691	LF	\$ 47.00	\$ 32,477.00		\$ -		\$ -	0.00	\$ -	0%
16 .	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	140	LF	\$ 52.00	\$ 7,280.00		\$ -		\$ -	0.00	\$ -	0%
17 .	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	616	LF	\$ 75.00	\$ 46,200.00		\$ -		\$ -	0.00	\$ -	0%
18 .	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	104	LF	\$ 99.00	\$ 10,296.00		\$ -		\$ -	0.00	\$ -	0%
19 .	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	177	LF	\$ 117.00	\$ 20,709.00		\$ -		\$ -	0.00	\$ -	0%
20 .	54 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	142	LF	\$ 213.00	\$ 30,246.00		\$ -		\$ -	0.00	\$ -	0%
21 .	Type "A" inlets including both first and second stage construction, Complete in Place.	1	EA	\$ 1,700.00	\$ 1,700.00		\$ -		\$ -	0.00	\$ -	0%
22 .	Type "C" inlets including both first and second stage construction, Complete in Place.	32	EA	\$ 2,250.00	\$ 72,000.00		\$ -		\$ -	0.00	\$ -	0%
23 .	Type "C-1" inlets including both first and second stage construction, Complete in Place.	3	EA	\$ 2,650.00	\$ 7,950.00		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	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	
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		\$ -		\$ -	0.00	\$ -	0%
26.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	2	EA	\$ 2,700.00	\$ 5,400.00		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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%
	<b>ADDITIONAL ITEMS</b>											
30.	Trench safety system, all depths, Complete in Place	8,302	LF	\$ 0.10	\$ 830.20	3,908.00	\$ 390.80		\$ -	3,908.00	\$ 390.80	47%
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		\$ -		\$ -	0.00	\$ -	0%
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%
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		\$ -		\$ -	0.00	\$ -	0%
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%
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%
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%
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%



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%
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%
	<b><u>Alternate Item (Haul Off)</u></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%



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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	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	
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		\$ -		\$ -	0.00	\$ -	0%
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		\$ -		\$ -	0.00	\$ -	0%
<b>TOTALS</b>							<b>\$ 360,385.80</b>		<b>\$ -</b>		<b>\$ 360,385.80</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 \$ 324,347.22 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 2/23/2021

STATE OF TEXAS

§  
§  
§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 23rd day of Feb, 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 24<sup>th</sup> day of February, 2021

My Commission Expires:

08/23/2022



Chelsey Dagley  
Notary Public for the State of Texas





March 26, 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. 2 submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 2/11/2021 to 3/20/2021. Included with this estimate is the Conditional Waiver and Affidavit of Bills Paid.

As of 3/20/2021, the project was approximately 49% complete by contract amount and 45% 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 **\$634,070.75** 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: 2/21/2021 to 3/20/2021

**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:

<b>1. Original Contract Total</b>	\$ 2,124,787.10
<b>2. Net Changes by Change Order</b>	\$ 53,575.66
<b>3. Contract Sum to Date (Line 1 + 2)</b>	\$ 2,178,362.76
<b>4. Total Completed &amp; Stored to Date</b>	\$ 1,064,908.86
<b>5. Retainage</b>	
a. 10% of Completed Work	\$ 106,490.89
Total Retainage(Lines 5a +5b)	\$ 106,490.89
<b>6. Total Earned Less Retainage</b> (Line 4 Less Line 5 Total)	\$ 958,417.97
<b>7. Less Previous Certificates for Payment</b> (Line 6 from Prior Certificate)	\$ 324,347.22
<b>8. Current Payment Due</b>	\$ 634,070.75
<b>9. Balance to Finish, Including Retainage</b> (Line 3 Less Line 6)	\$ 1,219,944.79

\*Percent Complete by Duration 45%  
\*Percent Complete by Cost 49%





**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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	4,394.00	\$ 439.40	3,908.00	\$ 390.80	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	0.00	\$ -	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	0.00	\$ -	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><u>Alternate Item (Haul Off)</u></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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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	0.00	\$ -	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		\$ -	0.00	\$ -	0.00	\$ -	0%
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	0.50	\$ 7,000.00		\$ -	0.50	\$ 7,000.00	50%
P8.	Subgrade stabilization for concrete pavement including mixing, grading, and compaction, Complete in Place.	17,927	SY	\$ 3.00	\$ 53,781.00	5,378.00	\$ 16,134.00		\$ -	5,378.00	\$ 16,134.00	30%
P9.	Lime for 8" subgrade stabilization (8% application by dry weight), Complete in Place.	467	TON	\$ 185.00	\$ 86,395.00	140.00	\$ 25,900.00		\$ -	140.00	\$ 25,900.00	30%
P10.	6 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	16,898	SY	\$ 42.75	\$ 722,389.50		\$ -		\$ -	0.00	\$ -	0%
P11.	6 - inch reinforced concrete curb, Complete in Place.	3,718	LF	\$ 3.40	\$ 12,641.20		\$ -		\$ -	0.00	\$ -	0%
P12.	4 x 12 - inch reinforced concrete curb, Complete in Place.	5,448	LF	\$ 3.40	\$ 18,523.20		\$ -		\$ -	0.00	\$ -	0%
P13.	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	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	
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%
P15.	Traffic signs, as shown in plans, Complete in Place.	15	EA	\$ 650.00	\$ 9,750.00		\$ -		\$ -	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%
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		\$ -		\$ -	0.00	\$ -	0%
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	339	LF	\$ 30.00	\$ 10,170.00		\$ -		\$ -	0.00	\$ -	0%
<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		\$ -		\$ -	0.00	\$ -	0%
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%



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%
					<b>\$ 2,322,307.10</b>							
	<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		\$ -		\$ -	0.00	\$ -	0%
	<b>Change Order No. 1 Total</b>				<b>\$ 53,575.66</b>		\$ -		\$ -	0.00	\$ -	0%
<b>TOTALS</b>						<b>\$ 704,523.06</b>		<b>\$ 360,385.80</b>		<b>\$ 1,064,908.86</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 \$ 634,070.75 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

Date 3/26/2021

By: Kevin Burns

Title: C.O.O.

Signature: [Signature]

STATE OF TEXAS

§  
§  
§

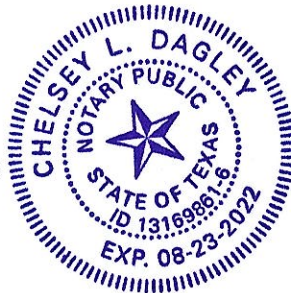
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 26th day of Mar, 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 26th day of March, 2021

My Commission Expires:

08/23/2022



Chelsey Dagley  
Notary Public for the State of Texas





April 22, 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. 3 submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 3/21/2021 to 4/20/2021. Included with this estimate is the Conditional Waiver and Affidavit of Bills Paid.

As of 4/20/2021, the project was approximately 59% complete by contract amount and 74% 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 **\$200,143.80** 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: 3/21/2021 to 4/20/2021

**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	\$ 1,287,290.86
5. Retainage	
a. 10% of Completed Work	\$ 128,729.09
Total Retainage(Lines 5a +5b)	\$ 128,729.09
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$ 1,158,561.77
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)	\$ 958,417.97
8. Current Payment Due	\$ 200,143.80
9. Balance to Finish, Including Retainage (Line 3 Less Line 6)	\$ 1,019,800.99

\*Percent Complete by Duration 74%  
\*Percent Complete by Cost 59%





**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><u>Alternate Item (Haul Off)</u></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	0.00	\$ -	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	0.50	\$ 7,000.00	0.50	\$ 7,000.00	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	12,549.00	\$ 37,647.00	5,378.00	\$ 16,134.00	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	327.00	\$ 60,495.00	140.00	\$ 25,900.00	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	1,000.00	\$ 42,750.00	0.00	\$ -	1,000.00	\$ 42,750.00	6%
P11.	6 - inch reinforced concrete curb, Complete in Place.	3,718	LF	\$ 3.40	\$ 12,641.20	2,800.00	\$ 9,520.00	0.00	\$ -	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	0.00	\$ -	2,000.00	\$ 6,800.00	37%
P13.	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,500.00	\$ 1,500.00		\$ -	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	
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		\$ -	0.00	\$ -	0.00	\$ -	0%
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	339	LF	\$ 30.00	\$ 10,170.00	339.00	\$ 10,170.00	0.00	\$ -	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		\$ -	0.00	\$ -	0.00	\$ -	0%
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%
					<b>\$ 2,322,307.10</b>							
	<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		\$ -	0.00	\$ -	0.00	\$ -	0%
	<b>Change Order No. 1 Total</b>				<b>\$ 53,575.66</b>		\$ -		\$ -	0.00	\$ -	0%
<b>TOTALS</b>						<b>\$ 222,382.00</b>		<b>\$ 1,064,908.86</b>		<b>\$ 1,287,290.86</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 \$ 200,143.80 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

Date 4/23/2021

By: Kevin Burns

Title: C.O.O.

Signature: [Signature]

STATE OF TEXAS

§  
§  
§

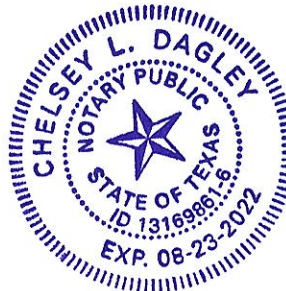
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 23rd day of April, 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 23rd day of April, 2021

My Commission Expires:

08/23/2022



Chelsey Dagley  
Notary Public for the State of Texas





April 30, 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 6

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 6. 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 by the middle of May.

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 May 3, 2021.

We will submit a revised escrow summary by May 11, 2021 to account for payments made to the contractor for the April pay estimate. We will request the reduced escrow amount be incorporated in the agreement to be approved at the May 17, 2021 City Council meeting.

If you have any questions, please call us.

Best Regards,

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 SIERRA VISTA WEST SECTION 6

April 30, 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 6 WSD & Paving	Principal Services	\$ 2,124,787.10	\$ 53,575.66	\$ 2,178,362.76		\$ 1,158,561.77	\$ 1,019,800.99	
Total Construction Contract Remaining							\$ 1,019,800.99	
Contingency (10%)							101,980.10	
Total Escrow							\$ 1,121,781.09	(2)
City of Iowa Colony Administrative Fee (2%)							\$ 22,435.62	
Applied Credit for Illuminated Street Name Signs Agreement (50% of Fee)							(11,217.81)	
Administrative Fee Due at Time of Application							\$ 11,217.81	(1)
Total Credit for Illuminated Street Name Signs Agreement dated 12/21/20							\$ 75,417.46	
Applied Credit to Section 6 Application							(11,217.81)	
Remaining Credit for Illuminated Street Name Signs Agreement							\$ 64,199.65	

### Notes:

(1) Administrative fee due to City of Iowa Colony at time of application.

(2) Escrow deposit due within 10 business days following City Council approval. Final amount due to City Engineer by 05/11/21 if an additional payment to the contractor is made after time of application.



**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;

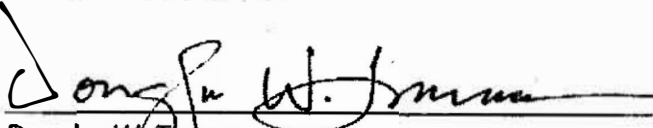
**THENCE** North 02° 50' 10" West – 441.43 feet, along the east line of said 4.26 acre tract, to a 3/4 inch iron rod set for the northwest corner of the herein described tract, common to the northeast corner of said 4.26 acre tract in the south right-of-way line of said County Road No. 57, from which 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

