

# Rules of Procedure Social Media Policy Code of Conduct

For

Adopted by the Iowa Colony City Council

TBD



**CITY OF  
IOWA  
COLONY**

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To be updated

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**I. POWERS, JURISDICTION, FUNCTIONS AND LIMITATIONS**

Except as otherwise provided under the City Charter, all legislation and other powers of the City are vested in the Council. The Council has the power to enact ordinances, resolutions, and other measures to carry out municipal functions involving the City's departments, divisions, offices, boards, commissions, officers, and employees (Section 3.07, City Charter).

Councilmembers have power and may exercise that power only when Council is in session. Councilmembers and the Council itself are not bound by any statement or action taken by individual members, City officials, or employees unless in accord with Council action. Individual Councilmembers shall not direct any City official or employee to perform services or take action related to City operations (Section 3.08 (C), City Charter). Only as a body does Council have power to direct City operations and that direction is executed through the City Manager.

Some specific Council functions include:

- (a) Remove from any office or position of employment in the city government, any officer or employee or member of any board or commission, unless that person reports to the city manager.
- (b) Establish, consolidate or abolish administrative departments.
- (c) Adopt the budget of the city.
- (d) Authorize the issuance of bonds by a bond ordinance.
- (e) Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs.
- (f) Provide for any boards and commissions and appoint the members thereof. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by city ordinance, or by law.
- (g) Adopt and modify the zoning plan and the building code of the city.
- (h) Adopt and modify the official map of the city.
- (i) Adopt, modify and carry out plans for urban renewal and economic development.
- (j) Adopt, modify and carry out plans proposed by the planning commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster.
- (k) Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.
- (l) Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein, and provide for the erection of fireproof buildings within said limits, and provide for the condemnation of dangerous structures or buildings or

dilapidated buildings, or buildings calculated to increase the fire hazard and prescribe the manner of their removal or destruction within said limits.

- (m) Set the salaries and compensation of the city officers and employees, within the budget, and except to the extent that the Council delegates that authority to the City Manager.
- (n) May provide for sanitary garbage disposal and other public utilities, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges.
- (o) Exercise exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in Texas Transportation Code Chapter 313, or any applicable law, as now or hereafter amended.
- (p) Compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the City of Iowa Colony.

(Section 3.07, City Charter)

The city council shall determine its own rules of procedure and may compel the attendance of its members. A majority of the qualified members of the city council shall constitute a quorum to do business and the affirmative vote of a majority of those qualified shall be necessary to adopt any ordinance or resolution. Minutes of the proceedings of all meetings of the city council shall be kept, to which any citizen may have access at all reasonable times, and which shall constitute one (1) of the archives of the city. The vote upon the passage of all ordinances and resolutions shall be taken by the "ayes" and "nays" and entered upon the minutes, and every ordinance or resolution, upon its final passage, shall be kept in the permanent records of the city, and shall be authenticated by the signature of the presiding officer and the person performing the duties of the city secretary.

(Section 3.10, City Charter).

## **II. MEETINGS**

- A. **Regular City Council Meetings:** Regular Council City Meetings will be held on the third Monday of each month unless the day falls on a City holiday. If such a conflict occurs, the meeting schedule may be adjusted to address the holiday. Meetings will begin at 7:00 P.M. (unless previously adjusted by Council action) and will be held in the Council Chambers at the City Hall Building (unless previously adjusted per Section 3.09, City Charter).
- B. **Special City Council Meetings:** Special meetings shall be called by the City Secretary upon request of the mayor, City Manager, or any two members of the Council with at least twenty-four (24) hours' notice to the Mayor and each Councilmember. Councilmembers and the Mayor may waive receipt of notice of a special meeting either prior or subsequent to the meeting. The member or members calling the meeting will, through the City Secretary, notify the media and other individuals that have requested notification of the time, place and purpose of any special meeting. (Section 3.09, City Charter)
- C. **Council Work Sessions:** Council Work Sessions are working committee meetings of Council and are not utilized for legislative action or other formal Council actions appropriate to Regular or Special City Council Meetings. Council Work Sessions generally will be held in the Council Chambers at the City Hall Building. Council Work Sessions may be called for any purpose at dates and times by the Mayor, City Manager or any two (2) Councilmembers upon at least twenty-four (24) hours' notice to the Mayor and each Councilmember. Councilmembers and the Mayor may waive receipt of notice of a special meeting either prior or subsequent to the meeting. The member or members calling the meeting will, through the City Secretary, notify the media and other individuals that have requested notification of the time, place and purpose of any special meeting.

D. **Between Regularly Scheduled City Council Meetings:** Councilmembers are to be informed of incidents involving the City that, in the judgment of the City Manager or City Attorney may require immediate consideration by the Council. A Council meeting may be the means required for conveying information regarding these incidents. In addition, Councilmembers are to be informed at the onset of incidents which may eventually require budgetary or policy decisions by Council.

E. **Public Notification of Meetings:** The City Secretary will make public notice of all Regular or Special City Council Meetings, Council Work Sessions, and other meetings of Council in accordance with state open meeting requirements of such meetings or sessions. This public notice will include the date, time, place, and purpose for the meeting or session. This public notice will be done in the following manner:

1. Posting of the public notice at the City Hall building.
2. Posting of the public notice on the City of Iowa Colony official website.
3. Posting of the public notice on the City of Iowa Colony official Facebook and Twitter accounts (if any).
4. Distribution of the public notice by email via the Internet through an electronic distribution list maintained by the City Secretary that includes media outlets and individual members of the public who have requested notification in advance (see below).

The public may also obtain notice of the date, time, place, and purpose of all Regular or Special City Council Meetings, Council Work Sessions, and other meetings of Council by contacting the Office of the City Secretary.

Any person may obtain advance notification of all Council meetings by email via the Internet through an electronic distribution list maintained by the City Secretary at no charge. This request should be made in writing to the City Secretary. Any such request shall be effective indefinitely from the date of filing with the City Secretary or until the City Secretary receives written notice from an individual canceling or modifying such request. Notification of any special meeting shall be sent to those who have requested such notification. A reasonable attempt at notification shall constitute notification in compliance with these Rules of Council.

F. **Executive Session Meetings:** Meetings in Executive Session shall be closed, private, and confidential; and shall be held in accordance with 551, Subchapter D Texas Government Code. These meetings are to be noted on the agenda of regular meetings, when practicable. Any individual Councilmember

may motion that Council recess to Executive Session when circumstances are such that satisfactory answers or useful discussion may be provided only in Executive Session. A motion, to include the general purpose of the Executive Session as specified in Texas Revised Code 121.22 and passed by a majority or unanimous vote (depending on the purpose of the Executive Session), is required for Council to recess to Executive Session.

All other Council meetings must also comply with the requirements of Texas Revised Code Section 121.22 as described above.

Minutes of the Executive Session discussions shall not be kept. Neither shall any participant record the proceedings of the any Executive Session by any electrical or mechanical device.

The minutes of the Regular City Council Meetings or Special City Council Meetings, as well as Council Work Sessions and other Council meetings, should reflect the general subject matter of discussion held in Executive Session authorized under Division G of the Section 121.22 of the Texas Revised Code. In addition, the aforementioned minutes should reflect the vote on the motion to go into Executive Session and the commencement and termination times of the Executive Session meeting.

Discussion in Executive Session is confidential. No participant shall compromise the confidentiality of an Executive Session.

G. **Pre-Meeting Information:** Three (3) business days prior to scheduled City Council Meetings, Council Work Sessions, or other Council meetings, Councilmembers are to be furnished a meeting packet with information germane to the meeting agenda items. This meeting packet will include background information on the agenda items and/or copies of proposed ordinances and resolutions, historical information, and any additional relevant information on the agenda items. The agenda will normally be finalized on the Thursday immediately preceding each meeting; however, proposed agenda items must be submitted to and approved by the City Manager on the Monday immediately preceding each meeting by 5:00 P.M. The City Attorney will also be provided all of this information to allow for proper legal review.

H. **Recesses and Adjournments:** City Council Meetings, Council Work Sessions, or other Council meetings may be adjourned or recessed to another time, date. Short recesses (5-15 minutes) may be designated by the Presiding Officer during regular or special meetings without a vote of Council. Other recesses require a simple majority vote of Council.

- I. **Presiding Officer:** The Mayor presides over Regular City Council Meetings, Special City Council Meetings, Council Work Sessions, or other Council meetings; however, in the absence of the Mayor, the Mayor Pro Tem presides (Section 4.04, City Charter). In the absence of the Mayor and the Mayor Pro Tem or at the discretion of the Mayor or Mayor Pro Tem, the Council may elect a Councilmember to serve as Presiding Officer for that meeting provided a Council quorum is present. The Mayor is a member of Council, but does not have voting rights on issues in Regular City Council Meetings or Special City Council Meetings except in cases of tie votes (Section 3.05, City Charter). The Mayor Pro Tem serves as a Councilmember with all voting and other rights accorded that position (Section 3.05, City Charter).
- J. **City Secretary:** The City Secretary attends Council meetings, records proceedings, maintains City records, handles public records requests, authenticates legislation and signatures, prepares correspondence and minutes, and performs other duties as directed by the City Manager and required by law (Section 4.03, City Charter). The job duties and functions of the City Secretary are also defined in the applicable position descriptions.
- K. **Quorum and Majority Votes:**
1. **Quorum:** Four (4) members of the City Council shall constitute a quorum for the purpose of transaction of business. No action of the City Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of a majority of the City Council present and qualified to act. (Section 3.10, City Charter).
  2. **Majorities:** Majorities are based on the total number of Councilmembers, including the Mayor who may vote, holding office (not simply those present). Therefore, majorities are calculated, in normal situations, using the number seven (7) as denominator. Thus, four (4) constitutes a simple majority, five (5) a two-thirds ( $\frac{2}{3}$ ) majority, and six (6) a three-fourths ( $\frac{3}{4}$ ) majority.
- L. **Attendance, Absences, and Removals:** Councilmembers are required and expected to attend all Regular City Council Meetings and Special City Council Meetings. Absences from Council meetings may be excused for reasonable

cause. All absences from meetings will be communicated through the City Secretary's Office. For the official record purposes, a motion of Council to excuse a member's absence must be passed by a simple majority vote.

If any member of the City Council is absent from three (3) consecutive regular meetings, without explanation acceptable to a majority of the remaining members of the City Council, his or her office shall be deemed and declared vacant by resolution at the next regular meeting of the City Council. The City Council shall convene a public hearing before exercising its authority under this provision and permit the Council member to be heard regarding absences. (Section 3.06 (B), City Charter).

A Councilmember or the Mayor may be expelled from a Council meeting for disorderly conduct or violation of the Rules of Council by a vote of a two-thirds (2/3) majority of Councilmembers. Expulsions are considered unexcused absences.

**M. Agendas:**

1. Preparation: The City Manager shall prepare or designate an appropriate department head or City employee to prepare items for inclusion in the official agenda of all City Council meetings and meetings of all boards and commissions. The City Manager may also solicit input from Councilmembers and the Mayor for the agendas for future Council meetings. Any two (2) Councilmembers may also compel an item to be placed on the agenda for Council Work Sessions as described under Section II, C. of this document.
2. Review: Council will be previously apprised and informed of all proposed legislation/motions and/or other matters of significance on the agendas through Council Work Sessions, other Council meetings, or written communications from the City Manager or the City Secretary (except for emergency situations) or as otherwise determined by Council.
3. Format:
  - A. Regular City Council Meetings of Council will follow this format unless changed by any five (5) Councilmembers:
    1. Call the Meeting to Order
    2. Roll Call
    3. Pledge of Allegiance (US and Texas flags)
    4. Invocation (as appropriate)

5. Special Presentations/Announcements \*
6. Citizens Comments \*\*

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7. Regular Agenda
8. Consent Agenda
9. Staff Reports
10. Executive Session
11. Post Executive Session agenda items
12. Future Agenda Items/New Business
13. Adjournment

\* Usually reserved to accommodate departments, non-profit or citizen groups whose purpose is to make a short, formal presentation or receive a proclamation.

\*\* Citizens wishing to reserve time to speak must complete a Citizens Comments Request.

B. Council Work Sessions will normally follow this format:

1. Call the Meeting to Order/Roll Call
2. Citizens Comments \*\*
3. Work Session Topics of Discussion
4. Executive Session
5. Adjournment

N. **Public Participation at Meetings:** The Presiding Officer (Mayor or Mayor Pro Tem) of Regular or Special City Council Meetings, Council Work Sessions, or other Council meetings will recognize persons requesting to be heard. If the topic to be discussed is not on the agenda, it may not be discussed under Citizens Comments (in accordance with Open Meetings statutes). Members of the public desiring to speak at Regular City Council Meetings and Special City Council Meetings must request time using the Citizens Comments Request. Members of the public desiring to speak at Council Work Sessions or other Council meetings must request time using the Citizens Comments Request. Citizens granted time to speak may do so following recognition by the Presiding Officer. Individuals wishing to speak are asked to abide by the following procedures:

1. Wait to speak until recognized by the Presiding Officer.
2. Approach the microphone and state your name and address.
3. Address remarks to the Presiding Officer.
4. Respond to questions from Councilmembers through the Presiding Officer (if the item being discussed is on the agenda).
5. Limit comments to subject under discussion (if speaking on an agenda item).

6. Limit comments to three (3) minutes.
7. Avoid complaints and/or remarks directed against individual employees or Councilmembers. (These types of complaints and/or remarks will be ruled out of order by the Presiding Officer and should be handled instead through the proper procedures for filing complaints).

Public statements on agenda items by other than properly registered or properly recognized citizens will generally not be allowed during the discussion and/or decision of such agenda items. Public statements will be accepted during public hearings, citizens' comments agenda time, and at other times as allowed by the Presiding Officer.

- O. **Minutes:** The minutes shall record actions taken at the meeting and shall not be a verbatim transcript of what is said at the meeting. Council may, by a simple majority vote, direct that more detailed minutes be kept for all or part of a meeting.
- P. **Councilmember Decorum:** During all official meetings of the Council, whether Committee Meetings, Council Work Sessions, Regular City Council Meetings, or Special City Council Meetings, the members of Council in attendance will represent the City in a professional manner by directing their comments to the business of the Council and the policy implications of such business.

Disparaging comments about a specific member of Council's personhood, political affiliations, or matters of a personal nature will be ruled out of order by the Presiding Officer. For repeated offenses, the Presiding Officer shall put the question of whether the offender shall be removed from the meeting which shall be determined by a vote of three-fourths (3/4) of Councilmembers then present (excluding the offender) without debate.

In no way is this section designed to eliminate the natural and appropriate disagreement or communication of such disagreements between Councilmembers on particular views, positions, directions, or political and/or philosophical positions of individual Councilmembers. Additionally, this section is not designed to limit any First Amendment rights of individual Councilmembers in their private or political capacities outside of official City meetings.

### **III. LEGISLATION**

- A. **The Legislative Process:** Actions of the Council are by ordinance, resolution, or motion. A motion is used to make or approve appointments of personnel, to conduct the business of Council in procedural matters, to conduct elections required by Council, and for other similar matters provided by the Charter. All motions of Council require seconds. Voting records by individual Councilmembers on each item voted on are to be kept by the City Secretary.

Article III of the City Charter prescribes procedures that must be adhered to in regard to legislation. The City Attorney assures that any proposed legislation fulfills all legal requirements.

- B. The City Council shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Iowa Colony, Texas...." Each proposed ordinance shall be introduced in the written or printed form required for adoption. Each ordinance shall contain a title or caption that identifies the subject(s) addressed in the ordinance. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Copies of any proposed ordinance, in the form required for adoption, shall be furnished timely to the City Council. Copies of the proposed ordinance, in the form required for adoption, shall be available at the City offices and shall be furnished to the public upon request to the City Secretary from and after the date on which such proposed ordinance is posted as an agenda item for a City Council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance is before the City Council.
- C. Unless otherwise required by law, every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after the caption has been published once after adoption, in a newspaper designated as the official newspaper of the City.
- D. If a majority of the City Council present request that the ordinance title and caption or its entirety be read, it must be read.
- E. **Emergency Legislation:** The City Council may adopt emergency ordinances only to meet public emergencies affecting life, health, property or the public peace. In particular, such ordinances shall not levy taxes, grant or renew or extend a franchise, or regulate the rate charged by any public utility for its services. Neither shall they authorize the borrowing of money except as provided elsewhere in the Charter. An emergency ordinance shall be introduced in the form and manner generally prescribed for ordinances, except that they shall be plainly designated in the title as an emergency ordinance and shall contain after the enacting clause a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance may be introduced at any City Council meeting and can be adopted

with or without amendment or rejected at the meeting at which it is introduced. The majority vote of members of the City Council shall be required for adoption.

Emergency ordinances shall become effective upon adoption and shall be published as soon thereafter as practicable. Every emergency ordinance so adopted, except one authorizing the borrowing of money as described herein, is automatically repealed as of the sixty-first (61st) day following the day on which it became effective. The ordinance may be re-enacted if the emergency still exists. (Section 3.15, City Charter)

- F. **Copies of Ordinances and Resolutions:** The City Secretary shall provide copies of ordinances and resolutions adopted by Council to persons requesting such copies. Copies of proposed ordinances and resolutions shall also be provided to persons requesting such copies. The City Secretary shall charge the established rate in the Iowa Colony Public Records Policy for such copies. Per the Charter, copies shall be provided on the website.

#### IV. **MOTIONS**

Unless there is a conflict with these Rules of Council or the City Charter, Roberts Rules of Order will be used as guidance during Council meetings. The following specific procedures shall be followed during Council meetings:

1. **Main Motions:** A motion to introduce a subject (**requires majority vote**).
2. **Motions When Question Is Before Council:** When a question or proposition is before or under debate by Council or when a motion has been made, only the following motions can be accepted:
  - a. To adjourn (**requires majority vote**).
  - b. To recess (**requires majority vote**).
  - c. To raise a question of privilege. Questions of privilege have precedence over all other questions except adjournment. Questions of privilege are those affecting the rights of the Council collectively, its safety, dignity, comfort, and the integrity of its proceedings and those rights, reputations, and conduct of Councilmembers in the capacity as members of Council (**decision of Presiding Officer**).
  - d. To call for orders of the day to require the Council to conform to its agenda, program, or order of business, or to take up a general or special order (**decision of Presiding Officer**).
  - e. To lay on the table to set aside the pending question

when something else of immediate urgency has arisen or when something else needs to be adopted before consideration of the pending question is resumed **(requires majority vote)**.

- f. To call the previous question and request that discussion end and that the motion being considered be voted on **(requires two thirds vote)**.
- g. To limit or extend limits of debate **(requires two thirds vote)**.
- h. To postpone any action to a certain time (or definitely) **(requires majority vote)**.
- i. To commit or refer the proposal to a committee or special meeting of Council for further investigation or to put into better condition for consideration **(requires majority vote)**.
- j. To amend. A motion to amend is to modify the main motion by inserting or adding; striking out; or striking out and inserting. No motions can be made to amend an amendment. A rejected amendment may not be moved again in the same form **(requires majority vote)**.
- k. To postpone indefinitely. When motions to postpone indefinitely are passed, the principle question is declared lost. The motion rejects or “kills” the main motion for the duration of the session **(requires majority vote)**.
- l. To postpone any action indefinitely **(requires majority vote)**.

Note: These motions have precedence in the order given. Motions listed above in “a”, “b”, “c” and “f” are decided without debate.

- 3. **Motion to Take Matter From Committee:** When ordinances, resolution, or other matters have been referred to a committee and said committee fails within a reasonable or specified time to report or offer a valid reason for failure to report, any member of Council has a right to move that ordinance, resolution, or matter of concern be taken from that committee and placed before Council for action **(requires majority vote)**.

- 4. **Motion to Reconsider:** Motions to reconsider an approved item must be made before adjournment of that session of Council for those items of legislation that are effective immediately; motions to reconsider other legislation must be made prior to the close of the next following regular meeting of Council. A motion to reconsider may be made only by a Councilmember who voted with the

prevailing side. A motion to reconsider, being laid on the table, may be taken up and acted upon at any time when the Council is engaged in the transaction of other business. No motion to reconsider may be made more than once on any matter and the same number of votes is required to reconsider the action of Council as was required to pass or adopt the matter (**requires majority vote**).

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**V. COUNCIL WORKSESSIONS/COMMITTEES**

- A. Council Work Sessions:** Council Work Sessions are working committee meetings of Council and are not utilized for legislative action or other formal Council actions appropriate to Regular or Special City Council Meetings. The Council Work Sessions shall consist of the Mayor and all of the Councilmembers. Council Work Sessions shall be supported by the City Secretary, the City Manager, the City Attorney, and City Staff as directed by the City Manager.

Proposed legislation/motions and/or other matters of significance will generally be reviewed initially through assignment to a Council Work Session. Exceptions to the review of proposed legislation/motions and/or other matters of significance through assignment to a Council Work Session can be made by Council for routine matters, including approval of expenses legislation and end of the year legislation. Council may also opt to review proposed legislation/motions and/or other matters of significance that arise in emergency situations at Regular City Council Meetings or Special City Council Meetings without assignment to a Council Work Session.

All Council Work Sessions shall comply with the requirements of Texas Revised Code Section 121.22 under Texas's Open Meetings Act. It shall be the responsibility of the Presiding Officer to advise the Office of the City Secretary of all scheduled meetings so that public notice can be given. It shall also be the responsibility of the Office of the City Secretary to ensure and/or prepare written minutes of all such meetings and to maintain a copy of all meeting notices, information, and minutes in the Office of the City Secretary's records.

- B. Committee of the Whole:** The working business of the Council may also be conducted through Committee of the Whole meetings. The Committee of the Whole shall consist of the Mayor and all of the Councilmembers. The Committee of the Whole meetings shall be supported by the City Secretary, the City Manager, the City Attorney, and City Staff as directed by the City Manager.
- C. Special Committees:** The Mayor may appoint temporary special committees, unless objected to by Council, as may be appropriate to gather information, conduct surveys, make findings and recommendations on proposed legislation, or perform other specified tasks. The work of the special committees shall be confined to specific assignments and these committees shall have only the authority granted by Council. These special committees shall be temporary and terminate upon presentation of their final reports to the Council. All special committees appointed by the Mayor shall be advisory only. The Mayor

shall be a non-voting ex-officio member of all special committees. A Special Committee Chair will be elected by the members of the special committee to act as the Presiding Officer of meetings of the special committee. The Special Committee Chair shall advise the Mayor of all committee meetings at the same time that members are notified of such meetings.

All special committee/subcommittee meetings shall comply with the requirements of Texas Revised Code Section 121.22 under the Texas's Open Meetings Act. It shall be the responsibility of each such Chair to advise the Office of the City Secretary of all scheduled meetings so that public notice can be given. It shall also be the responsibility of the Office of the City Secretary to ensure and/or prepare written minutes of all such meetings and to maintain a copy all meeting notices, information, and minutes in the Office of the City Secretary's records.

- D. **Outside Committees:** For those Councilmembers selected to serve as individual representatives of City Council on outside committees or organizations, ongoing reports shall be provided to City Council in a timely manner. Representation of City Council on outside committees or organizations should be made by a motion of Council and approval by a simple majority vote of Council.

## VI. **COMPENSATION AND EXPENSES**

Councilmembers shall be reimbursed their actual expenses incurred in the performance of authorized travel on official business of the City for approved training seminars, conferences, etc. The mode of travel and types of expenses covered (meals, tips, lodgings, fees, materials, etc.) for Council must first be approved by the Mayor before such expenses are reimbursable. The Mayor's mode of travel and types of expenses covered (meals, tips, lodgings, fees, materials, etc.) must first be approved by the Mayor Pro Tem before such expenses are reimbursable. Those who use a personal vehicle during authorized travel will be reimbursed at the same rate as that authorized for City employees. Travel vouchers requesting reimbursement for approved travel expenses shall be submitted to the Office of the City Secretary after approval by the Mayor (or Mayor Pro Tem for the Mayor's travel expenses) for processing by the Finance Department.

## **VII. IN-SERVICE TRAINING**

The Mayor and Councilmembers may avail themselves of educational opportunities by attendance at professional meetings, conferences, educational institutions, and purchases of information that enhance a Councilmember's ability to perform Council duties. The Finance Department will process payment for any advance registration expenses and councilmembers shall be reimbursed for any other expenses.

## **VIII. CITY ATTORNEY AND OTHER LEGAL COUNSEL**

No legal services shall be performed by the City Attorney except as authorized by the City Charter and City Council, or as requested by the City Manager, the City Secretary, and Senior City Staff. City Council, through the Council Work Sessions or any other Council meetings as determined by City Council, shall be responsible for administration and management of the City Attorney. All administrative matters involving the City Attorney shall be brought before the appropriate Council meeting including the Council Work Session or the Committee of the Whole. Conflicts of interest shall be resolved between City Attorney and City Council through the appropriate Council meeting including the Council Work Sessions.

The City Attorney shall attend all Council meetings, including Executive Sessions, unless unable to do so because of a conflict in court scheduling or other business related to the conduct of official business. The City Attorney shall attend meetings of other City bodies when, in the City Attorney's judgment, the subject matter at those meetings is such that a presence is required or appropriate. The chairs of City boards, committees, and commissions generally should request, through the City Manager, the attendance of the City Attorney at any meetings, if necessary. Communication will also be forwarded to City Council by the City Manager regarding the attendance of the City Attorney regarding such meetings.

Preliminary drafts of legislation should be submitted to the City Attorney for review as part of the legislative process established in Section III of the Rules of Council. In addition, the City Attorney will draft legislation at the specific direction of the City Manager, the City Secretary, or from Council meetings and shall review all legislation for legal form and propriety.

The City Attorney will provide Council, the City Manager, and the City Secretary with copies of each significant legal document issued; however, entire briefs, etc. too bulky for reproduction will not be reproduced in their entirety except upon request or will be provided in electronic format.

The City Attorney will provide Council with a quarterly activity report, including a verbal update on all significant active legal actions (such as civil suits,

etc.). Between these reports, the City Attorney will advise Council and the City Manager of any

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matters warranting immediate attention. Additionally, to ensure the City's best interest are always protected, the City Attorney will attend other City meetings, as requested, and coordinate day-to-day activities with the City Manager.

The Council may employ additional legal counsel to provide supplemental legal services and to represent the City. These services are to be paid for from the City's legal budget.

## **IX. COUNCIL/ADMINISTRATION COMMUNICATIONS**

Official communications between Council or its individual members and City officers and employees are to be conducted solely through the City Manager.

Requests to the City Manager for routine information, which involve minimal extra work by City Staff, can be handled without approval of Council as a whole (for example; a copy of existing information, brief project status reports, opinions, etc.).

The City Manager may determine that a request for information is not routine or will require more than minimal effort, in which case the requesting Councilmember will be informed and has the option of taking the matter before the entire Council for consideration. Similarly, routine complaints or requests received by the City Manager from elected officials will be handled promptly without Council approval.

On matters pending before Council, any new information that is developed by the City Staff will be shared by the City Manager with all Councilmembers prior to the discussion of the matter. Additionally, all Councilmembers inquiries to the City Attorney for non-routine requests (greater than one hour of work) shall be approved by a majority of Council before the work begins and will be detailed on the City Attorney's billing statements.

If a request for new information on matters not presently before Council is received that would suggest the issue would be a policy matter for the entire Council to consider, the City Manager shall inform all members of Council and seek approval for the City Staff work necessary to respond to the request (with majority approval of Council necessary). Requests for information or reports which will interrupt the established day-to-day utilization of City Staff time must be approved and authorized by Council. If the request is approved, all information compiled will be shared with all Councilmembers.

In order to assure that the City Manager's time is directed to implementing a common agenda reflecting the wishes of Council, a goal setting session shall be held not less than every two (2) years. The City Manager shall report progress on the goals

not less than three (3) times per year..

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**X. INVESTIGATIONS**

Council may make investigations in coordination with the City Manager into the affairs of the City and the conduct of any City office, department, division, board, commission, or committee. Such investigations must be authorized by a majority of the Councilmembers. Councilmembers who request such investigations shall bring the request and the reasons for the request to Council in Executive Session. Such investigations shall be carried out within parameters established by the City Charter, federal and state law, and in consultation with the City Attorney. (Section 3.12, City Charter)

**XI. BOARDS AND COMMISSIONS**

Council is empowered to create City boards and commissions, in addition to those established by the City Charter. Council also appoints members to City boards and commissions. A simple majority vote of Councilmembers currently holding office at the time of appointment is required to appoint. Appointments will be made in accordance with the process set forth in the City of Iowa Colony Board and Commission Handbook. (Section 3.07 (f), City Charter)

**XII. CONFLICTS OF INTEREST AND ETHICS**

Councilmembers are subject to all Texas and local statutes and federal and state law regarding conflicts of interest, criminal misbehavior, ethics, and financial disclosure by municipal officials (Chapter 171, Local Government Code, V.T.C.A.). Members of Council shall abstain from voting on and the formal discussion of any motion or issue wherein the member might have a conflict of interest. Members having conflicts are expected to notify other members of the conflict as soon as such conflict becomes evident.

**XIII. COMPLAINTS**

Complaints against employees are to be made to the City Manager and handled in accordance with the City Personnel Policy Manual. Complaints against Councilmembers, the City Manager, the City Attorney, the Municipal Court Judge, or members of City boards or commissions appointed by Council are to be made to the Mayor. Complaints against the Mayor are to be made to the Mayor Pro Tem. Complaints are required to be in writing.

Upon receipt of a complaint against the City Manager, the City Attorney, the Municipal Court Judge, or members of City boards or commissions appointed by Council, the Mayor or Mayor Pro Tem shall distribute a copy of the complaint to all members of the City Council. All actions taken to investigate and resolve the complaint shall be documented as a matter of record. The Mayor or Mayor Pro Tem will complete a written response as soon as possible advising the initiator

and the City Council of the disposition of the complaint. In those cases where resolution requires longer than ten (10) business days, an interim written response and target date for completion will be provided to the initiator of the complaint and the City Council.

Oral complaints against individual employees by the public or Councilmembers at City Council Meetings are out of order. The Presiding Officer shall rule the complaint out of order and explain the proper procedure for filing complaints.

The above are not to be construed to deny the rights of the public to criticize, state dissatisfaction, or complain about Council or City services, but to protect individuals from public censure without the chance to answer specific complaints.

#### **XIV. EVALUATION OF CITY OFFICIALS**

It shall be the responsibility of Council to provide a written evaluation of the performance of the City Manager, the City Attorney, and the City Secretary annually. There shall be a formal Executive Session discussion of these evaluations by Council prior to the finalization of these evaluations. The Mayor or the Mayor Pro Tem shall consolidate and present final evaluations to all City Officials. The City Manager, City Attorney and City Secretary have the right to have their evaluation in public outside of an Executive Session. The request for a public evaluation must be provided in writing to the Mayor, City Secretary and City Attorney.

#### **XV. SUSPENSION OR WAIVER OF THE RULES OF COUNCIL**

Council may suspend or waive the adopted Rules of Council, in full or in part, for a specified time by a motion. The motion to suspend or waive the Rules of Council must be properly seconded and approved by a simple majority vote of Councilmembers currently holding office.

#### **XVI. SOCIAL MEDIA GUIDELINES AND STANDARDS FOR COUNCIL**

These Guidelines and Standards apply to City Councilmembers ("Elected Officials") that may maintain and use personal web pages, websites, blogs, and social networking sites (collectively "Internet Platform").

Elected Official's Internet Platforms are not controlled by the City of Iowa Colony. The City does not require or promote such sites, nor provides web space or access (links) for such sites through any official City channels. Communications on Elected Official's Internet Platforms are not created, received, maintained or used by the City. Nor are they meant to document the organization, functions, policies, decisions, procedures, operations, or other activities of the City or its Council as a whole.

## **Social Media Guidelines**

1. The site should NOT be designated as a “governmental” page.
2. The site should NOT appear to be an official City internet platform.
3. The site should have a disclaimer predominantly featured on the site, such as:

This is a private page under the sole control of \_\_\_\_\_. The comments expressed by me are my own and do not reflect the opinions and/or position of the City of Iowa Colony or its officers and employees. This page is not sanctioned or monitored by the City. This Page cannot be used for service of any legal notice, administrative notice or any other legal process directed to the City. As this site is not monitored by the City, do not use this site to request City records.

4. Elected Officials should NOT promote their private Internet Platforms at official City meetings or in official City correspondence.
5. If the Internet Platform is interactive (allows third parties to post) the site should expressly provide that it is not intended to be a public forum and that posts that are vulgar, off topic, hate speech etc. will be deleted according to a posted policy advising of such. A sample provision is:

I reserve the right to remove or edit any posts that are unlawful, threatening, libelous, defamatory, obscene, pornographic, invasive of privacy, infringing of intellectual property rights, or otherwise violate any law. This includes comments or content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, genetics, status with regard to public assistance, national origin, physical or intellectual disability, or sexual orientation. Spam, links to other sites, information that is clearly off topic, and/or apparent spamming or trolling will be removed.

## **Social Media Standards**

1. Elected Officials should not disclose information that is considered privileged or confidential. By way of example, such information may include but is not limited to certain personnel information, non-public information from criminal investigations and business trade secrets.
2. Elected Officials should be honest and accurate when posting information or news, and should quickly correct any mistakes, misstatements and/or factual

errors in content upon discovery.

3. Elected Officials should never represent themselves as a spokesperson for the City Council, board, committee, or commission.
4. Elected Officials should consider the potential impact of social media statements prior to posting.
5. Elected Officials should not post information about matters involving pending or threatened litigation, items that are or may be appealed to them in their official capacity or to City boards or commissions.
6. Elected Officials should not use internet platforms to communicate with city employees about City-related matters.
7. Elected Officials should not “tag” a matter to a City employee’s personal internet platform site.
8. Elected Officials should be mindful of the risks of electronic communication in relation to the Texas Public Records Laws and the Open Meeting Law; communication between elected officials should be avoided on internet platforms.
9. Elected Officials should not reference any document(s) as a basis for making an official decision unless that document is available through the City as a public record.
10. Removing a user’s comment or post because the person is criticizing some government action is not advisable.
11. When an Elected Official desires to have a matter posted to an Official City Internet Platform, the Elected Official shall provide the item or link to the City Secretary who will then forward it to the designated person in charge of the City Internet Platform for posting consistent with the City’s Social Media Policy.

### **XVIII Code of Conduct**

#### **Policy Statement**

The citizens and businesses of Alvin are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence in integrity. In keeping with the City

of Iowa Colony’s commitment to treasuring our past while forging our future, the effective functioning of democratic government therefore requires that:

Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;  
Public officials be independent, impartial and fair in their judgment and actions;  
Public office be used for the public good, not for personal gain; and

Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Iowa Colony City Council has adopted a Code of Conduct for members of the City

Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Alvin and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Iowa Colony City Council, boards and commissions of Texas and the City of Alvin in the performance of their public duties. These laws include but are not limited to: the United States and Texas constitutions; the Alvin City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and City ordinances and policies.
2. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public. Members should dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships.
3. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff, even when the member has voted in the minority.
4. **Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
5. **Conduct Business in Open.** Members shall conduct business in open and publicized meetings in order to be transparent to the citizens of Alvin. It is recognized that certain exceptions are made by the State for closed sessions and any action as a result of that type of meeting will be addressed in the open session as noted on the agenda. Communications made during a public meeting or closed session are subject to the Texas Public Information Act. Members will not use "electronic communication devices" to communicate either internally or externally during meetings.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. Members will not withhold information that is pertinent to the decision-making process.
7. **Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process. Members will not withhold information that is pertinent to the decision-making process.

8. **Comply with the Law.** Members shall comply with the laws of the nation, the State of Texas and the Iowa Colony City Charter.
9. **Use of Electronic Devices.** Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, and play games during the course of a meeting. Members shall not communicate or participate in a discussion with a quorum of the city council relative to city business via electronic mail, text or other social media tool. Use of personal emails, cell phones or computers may subject members to Public Information Act disclosure requirements.
10. **Smoking or Use of Tobacco Products.** Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.
11. **Use of Alcohol.** Members shall not be impaired due to the use of alcohol prior to or while conducting city business within our outside of a formal meeting.
12. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist, because these areas WILL exist. When these issues arise, it is simply imperative that we mitigate those issues appropriately.
13. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgement or action or give the appearance of being compromised.
14. **Confidential information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or other private interests. A member shall not intentionally or knowingly disclose any confidential information gained by reason of said official position concerning the property, operations, policies or affairs of the city.
15. **Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
16. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, member of the City Council shall not appear or speak specifically on behalf of the private interests, including both private and nonprofit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
17. **Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, embers shall explicitly state they do not represent their body or the City of Iowa Colony, nor will they allow the inference that they do.
18. **Policy Role of Members.** Members shall respect and adhere to the Council-Manager structure of the Iowa Colony City government, as outlined by the Iowa Colony City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions and City staff. Except as provide by the City Charter,

members therefore shall not interfere with the administrative functions of the City or the professional duties of the City staff, nor shall they impair the ability of staff to implement Council policy decisions.

19. **Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of the City Council shall refrain from using their positions to unduly influence the deliberations or outcomes of board and commission proceedings.
20. **Positive Workplace Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealing with City employees to in no way create the perception of inappropriate directions or comments to City staff.
21. **Political Endorsements.** When publicly endorsing a candidate for any elected office, members will not use their title as a councilperson, board or commission members nor use a City meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for City elections as it is deemed inappropriate.
22. **Implementation.** As an expression of the standards of conduct for members expected by the City, the Iowa Colony Code of Conduct is intended to be self-enforcing. It therefore is most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, code of conduct standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Iowa Colony Code of Conduct and Rules of Procedure. The City Council shall consider recommendations from boards and commissions and Council members and update this document as necessary.
23. **Compliance and Enforcement.** The Iowa Colony Code of Conduct expresses standards of ethical conduct expected for members of the Iowa Colony City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of their government in Iowa Colony. The chairs of board and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Conduct and these Rules of Procedure are brought to their attention. The second in line, when the Mayor's or chair's actions come into question, would assume the duty of intervening. The City Council may impose sanctions on members whose conduct does not comply with this Code of Conduct or these Rules of Procedure, such as reprimand, formal censure, loss of seniority or committee assignments.

# **CITY OF IOWA COLONY**

## **Job Description**

**Job Title: City Manager**

**Department:** City Manager  
**Reports To:** Mayor / Council

**FLSA Status:** Exempt

**Location:** 12003. Iowa Colony Blvd.

**Revision Date:**

### **PURPOSE OF THE JOB:**

- To plan, organize, and direct all City affairs as assigned by City charter, ordinance, or directive.
- To promote City interests through direct community involvement or indirectly, through the management of Department Directors.
- To provide advice and consultation to City Council, and as liaison between Council and City staff.

### **WORK PERFORMED:**

1. Directs and engages in short term and strategic planning for the development, acquisition, and use of the City's human, capital, and financial resources.
2. Prepares or directs the preparation of policy and procedural proposals for review and adoption by City Council.
3. Monitors the implementation and progress of policies, procedures, programs, and projects.
4. Appoints / hires Department Directors (as provided by City Charter) and City Manager's staff, and other City employees through subordinates; Evaluates performances, resolves grievances and develops staff.
5. Directs the preparation of City's budget, monitors execution of the budget throughout the year, to include and review approval of expenditures, check registers, and overtime reports.
6. Advises the Council of the City's financial status.
7. Directs the preparation of City Council meeting agendas; Determines items to be included in the agenda.
8. Receives and responds to public inquiries; Resolves or delegates the resolution of problems presented by citizens.

9. Represents the City's interests in a variety of settings, both inside and outside of the City; conducts on-site visits of City projects.
10. Directs staff meetings, reviews status of staff projects, and reviews recommendations and projects completed by staff.
11. Attends evening City Council meetings, committee meetings, social, civic, and volunteer association meetings.
12. Actively participates in professional associations.
13. Consults with City attorney to seek legal advice and legal opinions.
14. Attends workshops and seminars to stay abreast of latest developments in topics bearing on effective City management, to include, but not limited to, Federal and State regulatory changes.
15. May perform other related duties.

**SUPERVISION EXERCISED:**

1. Position Directly Supervised:

All Department Directors that may now or in the future exist

Any assistants positions that may be established

2. Positions Indirectly Supervised:

> All full-time employees

> All part-time employees

**SUPERVISION RECEIVED:**

1. Title of Supervisor:

Mayor and City Council

2. Nature of Supervision:

Performs work under general supervision; Receives annual performance evaluation.

**RESPONSIBILITY AND AUTHORITY:**

1. Decision Making:

- Decisions to be made are far reaching, thus requiring the ability to forecast consequences. Conditions surrounding the problems are uncertain and involve highly sensitive matters.

Decisions affect the well being of the organization, or the well being of the public. Decisions require extensive and broad experience in municipal government, and in-depth knowledge of relevant laws and ordinances, and public practices.

Examples:

- Exercises total authority and discretion in daily interpretation and execution of citywide policies, procedures, and programs.
- Independent judgment and discretion is utilized in exercising the responsibilities of Chief Executive.

2. Equipment:

- Frequently uses computer, Cell Phone and vehicle.

3. Finances:

- Responsible for complete oversight of City budget

4. Public Contacts (Nature and Identity):

- Interacts with Federal and State agencies to obtain information concerning rules, regulations, and grants, as well as other matters.
- Provides or receives advice and guidance to / from Federal and State elected officials, statewide organizations and elected officials' staffs concerning legislation. Shares information with City and County elected officials.
- Provides quotes and press releases for television, radio and newspaper media.
- Exchanges information concerning programs and projects of mutual benefit with Chamber directors and board members.
- Consults with City Attorney.
- Discusses common issues with other City Managers throughout the State.
- Consults with school officials of F.I.S.D. and C.C.I.S.D. to share projects, concerns, and exchange information.
- Interacts with consultants concerning project status.
- Interacts with the public, both individuals and organizations, concerning a wide range of issues bearing on City policies, procedures, and programs.

5. Internal Contacts (Nature and Identity):

- Principal contacts are with the Mayor, City Council, and Department Heads to exchange routine information, coordinate work activities, provide advice and consultation, and negotiate policies and procedures; Provides direct orders to Department Heads.

**SKILLS, KNOWLEDGE AND ABILITIES:**

1. Minimum Education and Experience Required to Perform the Job:

- Undergraduate degree in business, public administration, or related field; Master's degree in political science, business, public administration, or related field is preferred.
- Five years of progressively responsible City Management experience in a smaller City, or eight years in lieu of a graduate degree.

2. Knowledge or Skill Proficiencies:

- Knowledge of Federal, State and local laws / regulations bearing on City programs.
- Knowledge of business practices and protocol.
- In depth understanding of municipal operations.

3. Special Aptitudes and Abilities Required:

- Excellent verbal skills, both oral and writing. Must be able to make effective presentations to City Council, Social and Civil group, negotiate with high-ranking officials, and represent the City in formal, as well as informal, settings.
- Outstanding managerial skills, to include ability to plan, organize, and direct multiple projects of significant importance to the public.
- Ability to create a motivating work environment for managers of diverse talents and personalities.
- Philosophy oriented toward serving the public and acting as role model for other employees' interactions with the public.
- Outstanding problem-solving and analytical skills; Must be able to find solutions to problems for which there may be no precedent.

4. Required Licenses, Registries and Certifications:

- Valid Texas Drivers License and a good driving record.

## COMPETENCIES REQUIRED

To perform the job successfully, an individual should demonstrate the following competencies:

- **Analytical** - Synthesizes complex or diverse information; Uses intuition and experience to complement data.
- **Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.
- **Project Management** - Communicates changes and progress; Manages project team activities.
- **Customer Service** - Responds to requests for service and assistance; Meets commitments.
- **Interpersonal Skills** - Focuses on solving conflict, not blaming; Maintains confidentiality.
- **Oral Communication** - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.
- **Written Communication** - Writes clearly and informatively; Edits work for spelling and grammar; Presents numerical data effectively; Able to read and interpret written information.
- **Teamwork** - Exhibits objectivity and openness to others' views; Contributes to building a positive team spirit; Able to build morale and group commitments to goals and objectives.
- **Visionary Leadership** - Inspires respect and trust; Provides vision and inspiration to peers and subordinates.
- **Change Management** - Communicates changes effectively; Builds commitment and overcomes resistance.
- **Delegation** - Delegates work assignments; Matches the responsibility to the person; Sets expectations and monitors delegated activities; Provides recognition for results.
- **Leadership** - Exhibits confidence in self and others; Effectively influences actions and opinions of others.

- **Managing People** - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff.
- **Quality Management** - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.
- **Business Acumen** - Understands business implications of decisions; Aligns work with strategic goals.
- **Cost Consciousness** - Works within approved budget; Conserves organizational resources.
- **Diversity** - Promotes a harassment-free environment.
- **Ethics** - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.
- **Organizational Support** - Follows policies and procedures; Supports organization's goals and values.
- **Strategic Thinking** - Develops strategies to achieve organizational goals; Adapts strategy to changing conditions.
- **Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
- **Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation.

#### **WORKING CONDITIONS (GENERAL):**

- Position may involve extended periods of sitting and standing with some lifting; Frequently exposed to odors and fumes; Occasionally exposed to heat, cold, dampness, and bad lighting. Unlikely to sustain physical injury if care is exercised when traveling and arranging meeting room, or while engaged in other physical activity.
- Position incumbent is subject to considerable stress due to workload, budgetary responsibilities, and total management responsibility under uncertain or unstable economic conditions; Stressors include the management of highly charged political situations and negotiating with individuals who may have conflicting personal agendas or views (City Council Members or City Council-Staff members).
- Position is required to attend evening meetings and is expected to work beyond a 40-hour workweek to accomplish all objectives.

**NOTE:**

Any applicant receiving a bona fide job offer for this position will be required to undergo and pass a pre-employment physical examination, illegal drug screening and criminal background check prior to employment.

All positions at the City of Iowa Colony require documentation of employment eligibility in accordance with Federal employment law.

Communication skills in English are required for some specific assignments based upon job-related needs for communication with the general public and/or co-workers. Bilingual skills (Spanish/English) are encouraged, but not required.

**The above statements are intended to describe the general nature and level of work being performed by the person assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, skills and physical demands required of the personnel so classified.**

**The Job Description does not constitute an employment agreement between the City of Iowa Colony and the employee. This position is subject to change by the employer as the needs of the employer and requirements of the job change.**

**NOTICE OF ELECTRONIC  
PUBLIC HEARING ON  
HOURS OF OPERATION**

**7:00 P.M., JANUARY 25, 2021**

The **Iowa Colony City Council** will hold a public hearing at **7:00 p.m. on January 25, 2021, by videoconference**; pursuant to the Comprehensive Zoning Ordinance to consider (1) generally amending the zoning ordinance to allow businesses to operate 24 hours per day and (2) granting a variance to allow a business to operate 24 hours per day on the following property:

The northeast corner of the Highway 288 Access Road (Green Valley Drive) and Meridiana Parkway (former County Road 56), Brazoria County, Texas.

All interested persons may be heard concerning this matter. A copy of the application for action by the City of Iowa Colony is available for inspection by any person upon a reasonable request to the City Secretary at the address herein stated.

**This hearing will be held by video conference**, as authorized by the Governor of Texas in response to the COVID-19 pandemic.

**Please join this meeting from your computer, tablet, or smartphone at this link:**  
<https://us02web.zoom.us/j/84905488162?pwd=ME0waCtCazZEc01NUmNwZVgwcWRBQT09>

Meeting ID: 849 0548 8162  
Passcode: 779137

**You can also dial in using your phone.** +1 346 248 7799 US (Houston)  
(For supported devices, tap a one-touch number below to join instantly.)

One tap mobile  
+13462487799,,84905488162#,,,\*779137# US (Houston)

Kayleen Rosser  
City Secretary

**NOTICE OF ELECTRONIC  
PUBLIC HEARING ON  
ZONING AND UNIFIED DEVELOPMENT ORDINANCES**

**7:00 P.M., JANUARY 25, 2021**

The **Iowa Colony City Council** will hold a public hearing at **7:00 p.m. on January 25, 2021, by videoconference**, pursuant to the Comprehensive Zoning Ordinance and the Unified Development Code to consider amending those ordinances concerning the Zoning Board of Adjustment and various authorities and procedures. All interested persons may be heard concerning this matter.

**This hearing will be held by video conference**, as authorized by the Governor of Texas in response to the COVID-19 pandemic.

**Please join this meeting from your computer, tablet, or smartphone at this link:**  
<https://us02web.zoom.us/j/84905488162?pwd=ME0waCtCazZEc01NUmNwZVgwcWRBQT09>

Meeting ID: 849 0548 8162  
Passcode: 779137

**You can also dial in using your phone.** +1 346 248 7799 US (Houston)  
(For supported devices, tap a one-touch number below to join instantly.)

One tap mobile  
+13462487799,,84905488162#,,,\*779137# US (Houston)

Kayleen Rosser  
City Secretary



# Proclamation

**African American History Month  
February 1 - 28, 2021**

**WHEREAS**, During African American History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

**WHEREAS**, African American History Month grew out of the establishment, in 1926, of Black History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

**WHEREAS**, the observance of African American History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

**WHEREAS**, the City of Iowa Colony continues to work toward becoming an inclusive community in which all citizens—past, present, and future—are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and,

**WHEREAS**, the City of Iowa Colony is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.

**THEREFORE**, I, Michael Byrum-Bratsen, Mayor of the City of Iowa Colony, in recognition of these contributions do hereby proclaim the month of February 2021, as:

**“AFRICAN AMERICAN HISTORY MONTH”**

with the theme, *African Americans and the Vote*, I encourage the community to observe this month with appropriate programs, ceremonies and activities.

**Whiteness whereof**, I have hereunto set my hand and have caused the Official Seal of the City of Iowa Colony to be affixed this 25<sup>h</sup> Day of January, 2021

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Michael Byrum-Bratsen  
Mayor, City of Iowa Colony, Texas

## MEMORANDUM

Date: January 20, 2021  
To: Mayor Michael Byrum-Bratsen  
City Council Members  
From: Dinh V. Ho, P.E.  
RE: COIC Council Meeting – January 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 has recently completed the 60% design phase for the overpass at the following roadways: Iowa Colony Blvd., 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 expected to start 2<sup>nd</sup> Quarter of 2022. We are awaiting confirmation from TxDOT if funding is available for CR 57 and CR 63. This is significant has it will provide safe access across SH 288 for the City.

2. Crystal Lagoon- City staff met with the developer for Crystal Lagoon earlier this month to discuss the project design progress and planning for the remainder of the site. Staff review included Ron, Kent, Albert, Jim S. and myself.

The layout of the lagoon is now covers approximately 3.3 acres from the originally planned +/- 4.0 acres. The first phase of the development will include the lagoon infrastructure and areas reserved for the Community. Phase Two plans include areas for an event center and beach area for private use. At this time, there is no plan for public access. However, there are acreage for future development at the west side of the reserves along Ames Blvd.

Below is the latest Development Schedule (DRAFT):

- |  |                               |
|--|-------------------------------|
| A. Phase One: Groundbreaking for Mass Grading Plan       | December 2020 – February 2021 |
| B. Phase Two: Crystal Lagoon infrastructure construction | February 2021 – November 2021 |
| C. Phase Three: Amenities Construction                   | June 2021 – April 2022        |
| D. Grand Opening:  | May 2022                      |

3. AMES ROAD BRIDGE
  - Subject to Environmental Clearance – Expected to start bidding in January 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.
5. FIBER SERVICE
  - Citywide Service – FastFiber – On hold awaiting legal review.
6. CITY HALL
  - City Hall Renovation – Complete with the exception of the cashier openings.
7. 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. Expect 1<sup>st</sup> Qtr 2021 determination.
  - 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. Agreement is on the TWDB Agenda for approval on 12/17/2020.
8. CONSTRUCTION PROJECT STATUS:
- A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
    - Active construction projects
      - Meridiana Commercial Utility and Paving – Awaiting contractor to move in
      - Meridiana Ph 3 Well Site Park – 99% complete. Punchlist items being completed.
      - Merdiana 76A- 99% complete. Punchlist items to be completed.
      - BCMUD 55 MER WWTP Exp to 0.48 MGD- 65% complete.
      - Merdiana 81B- Under construction. 50% 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.
      - BCMUD 31 Trail System – 100% complete. Awaiting final walkthrough.
  - 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 by January 2021 due to power pole.
      - Karsten Phase IV- 100% complete- awaiting closeout documents.
      - Karsten Blvd North Ph I – 100% complete- awaiting closeout documents.
  - D. *SIERRA VISTA WEST - LAND TEJAS*
    - Active construction projects:
      - BCMUD 53 Water Well Plant – Plant is 90% complete.
      - Sierra Vista West Mass Grading and Detention Phase II – 70% complete.
      - BCMUD 53 WWTP- 45% complete.
      - BCMUD 53 Offsite Lift Station – 85% complete.
      - Crystal View Drive Phase III – 80% complete
      - Sierra Vista West Section 4 – 15%
      - Sierra Vista West Section 5 – 0%
  - E. OTHER CONSTRUCTION PROJECTS
    - AISD H.S. No. 4 – 85% of civil complete
9. OTHER ITEMS:
- A. Baymark Pipeline/ South Texas NGL Pipeline – Crossings



## MEMORANDUM

Date: January 5, 2021  
To: Mayor Michael Byrum-Bratsen and City Council  
RE: City Council Meeting January 25, 2021

- ***Consider amending the Zoning Ordinance and Unified Development Code concerning the Zoning Board of Adjustments, Planning and Zoning Commission, and various authorities and procedures.***
  - Defer action until staff can formulate a revision that: 1. Continues the current ordinance requirement for no operation of businesses between midnight and 5 am unless a Specific Use Permit is obtained from the Planning and Zoning Commission and City Council. Conditions that would support a SUP include: Specific retail and emergency type uses (we will need to prepare a specific list of uses), location along Super Arterials of SH 288 and SH 6 and within 1/2 mile either side of these Super Arterials, and location with frontage along a Major Arterial, Minor Arterial or Major Collector as designated by the Major Thoroughfare Plan.
- ***Consider a variance to the zoning ordinance allowing for 24-hour sales at a convenient store located at the northeast corner of the Highway 288 access road and Meridiana Parkway.***
  - The variance request was recommended for approval to City Council by the Planning and Zoning Commission.
- ***Consider a variance request to the UDC regarding transparency and building setback lines for a building located at 2944/2942 Meridiana Parkway.***
  - On the variance request for 2942/2944 Meridiana Parkway to allow the interpretation of the 65% transparency regulation to mean 65% of the linear building frontage to be transparent on the sides of the building facing Meridiana Parkway and Sierra Vista Boulevard and to allow the build-to line along Meridiana Parkway to be measured from the 35 feet wide pipeline easement adjacent to Meridiana Parkway ROW. Planning and Zoning Commission recommended approval of the variance to City Council.
- ***Consider amending the plan of development for Sierra Vista***
  - Planning and Zoning Commission considered and recommended City Council approval with the removal of the multi-family residential section of the agreement per Kent's amended LOR. This item was then deferred back to the planning and zoning commission for the February meeting per the developer.

- ***Consider approval for Sierra Vista Section 8 Preliminary Plat, subject to approval of the amendment to the plan of development.***
  - The applicant asked for a deferral until the next Planning and Zoning Commission meeting (in February) to allow the applicant time to address the rental issue raised by the Planning and Zoning Commission.

Signed by:

---

David Hurst, Chairman

Copy



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

## **MONTHLY REPORT- DECEMBER 2020**

January 20, 2021

Mayor and Council,

See December 2020 monthly report for both the Building Department and Fire Marshal's Office below.

### **Building Department**

#### **Inspections Conducted-**

|                         |             |
|-------------------------|-------------|
| Building Inspections-   | 502         |
| Plumbing Inspections -  | 424         |
| Mechanical Inspections- | 194         |
| Electrical Inspections- | 326         |
| <b>Total-</b>           | <b>1466</b> |

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

|                      |                     |
|----------------------|---------------------|
| Initial Fees-        | \$180,901.90        |
| Re- Inspection Fees- | \$3400.00           |
| Convenience Fee-     | \$249.24            |
| <b>Total-</b>        | <b>\$184,551.14</b> |

### **Fire Marshal**

During the fireworks season I patrolled the city to ensure that fireworks were not being discharged and or possessed in the city. I made one stop off Kiowa in the Mobile Home District to someone discharging fireworks, a warning was issued and explained the city ordinance.

No other information to report.

Thanks,

*Albert Cantu*

Albert Cantu,  
Fire Marshal/Building Official

## NOTICE OF DEADLINE TO FILE AN APPLICATION FOR PLACE ON THE BALLOT

(AVISO DE FECHA LÍMITE PARA PRESENTAR UNA SOLICITUD PARA UN LUGAR EN LA BOLETA)

Notice is hereby given that an application for a place on the \_\_\_\_\_ City of Iowa Colony  
(name of political subdivision/party)

**Regular**/Special/Primary Election ballot may be filed during the following time: Mon-Thurs 8:00 a.m.-5:00 p.m. and  
(Circle one) Friday 8:00 a.m. - 12:00 p.m.

(Se da aviso por la presente que una solicitud para un lugar en la boleta de la Elección

Regular/Especial/Primaria de Ciudad de Iowa Colony se pueden presentar  
(marcar una con círculo) (nombre de la subdivisión política/partido)

durante el siguiente horario: lunes - jueves 8:00 a.m. - 5:00 p.m. y viernes 8:00 a.m. - 12:00 p.m.

### Filing Dates and Times:

(Fechas y Horario para Entregar Solicitudes)

Start Date: 1/13/21

(Fecha Inicio)

End Date: 2/12/21 by 5:00 p.m.

(Fecha Limite)

Office Hours: Mon-Thurs 8:00 a.m. - 5:00 p.m. and Fri 8:00 a.m. - 12:00 p.m.

(Horario de la Oficina)

Physical address for filing an application in person for place on the ballot:

(Dirección a física para presentar una solicitud en persona para un lugar en la boleta)

Iowa Colony City Hall  
12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583

Address to mail an application for place on the ballot (if filing by mail):

(Dirección a donde enviar una solicitud para un lugar en la boleta (en caso de presentar por correo))

Iowa Colony City Hall  
Attn: Kayleen Rosser, City Secretary  
12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583

Email or Fax Number to send an application for place on the ballot: **krosser@iowacolonytx.gov**

(Dirección de correo electrónico o número de fax para enviar una solicitud para un lugar en la boleta)

/s/ Kayleen Rosser

Kayleen Rosser

Signature of Filing Officer

(Nombre en letra de molde del Oficial de Archivos)

Printed Name of Filing Officer

(Firma del Oficial de Archivos)

12/14/2020

Date Posted

(Fecha archivada)

**City of Iowa Colony**  
**Balance Sheet**  
As of December 31, 2020

|   | Dec 31, 20          |
|---|---------------------|
| <b>ASSETS</b>                           | 0.00                |
| <b>LIABILITIES &amp; EQUITY</b>         |                     |
| Equity                                  |                     |
| Baymark Pipeline LLC                    |                     |
| Baymark P - Engr/Inspctn/Legal          | 22,310.42           |
| Baymark Pipeline LLC - Other            | 183,037.50          |
| Total Baymark Pipeline LLC              | 205,347.92          |
| Bond 1 - Series 2020                    | 1,203,980.00        |
| Cherry Crushed Concrete                 | 23,200.00           |
| Early Plat- SVW Section 3               | -0.01               |
| Formosa/Lav pipeline-TRC                | 10,826.04           |
| M2E3/EnterprisePipeline                 | 5,466.76            |
| Meridiana Escrow                        | 4,615.00            |
| Old Airline Market- Axis Dev.           | 207.50              |
| Sierra Vista- Land Tejas                | 54,232.55           |
| Sierra Vista West- Land Tejas           | 44,967.37           |
| South Texas NGL Pipeline, LLC           |                     |
| South TX NGL -Engr/Inspct/Legal         | 22,797.93           |
| South Texas NGL Pipeline, LLC - Other   | 183,622.50          |
| Total South Texas NGL Pipeline, LLC     | 206,420.43          |
| Sterling Lakes - Land Tejas             | 1,005.34            |
| 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                            | 4,046,984.93        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>   | <b>4,046,984.93</b> |

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

|   | Oct - Dec 20        | Budget              | \$ Over Budget     | % of Budget   |
|---|---------------------|---------------------|--------------------|---------------|
| <b>Income</b>   |                     |                     |                    |               |
| <b>4100 · GENERAL REVENUE</b>                           |                     |                     |                    |               |
| 4109 · Mixed Beverage Tax                               | 158.47              | 2,000.00            | -1,841.53          | 7.9%          |
| 4110 · City Sales Tax                                   | 92,055.60           | 350,000.00          | -257,944.40        | 26.3%         |
| 4120 · Property Tax                                     | 1,364,231.47        | 1,164,165.53        | 200,065.94         | 117.2%        |
| 4121 · Delinquent Property Tax                          | 10,386.65           | 35,000.00           | -24,613.35         | 29.7%         |
| 4130 · Property Tax - TIF - 70%                         | 542,080.43          | 0.00                | 542,080.43         | 100.0%        |
| 4131 · Delinquent Tax - TIF - 70%                       | -366.82             | 0.00                | -366.82            | 100.0%        |
| 4132 · City Property TIF 30%                            | 232,320.21          | 0.00                | 232,320.21         | 100.0%        |
| 4133 · City Property Delinquent TIF 30%                 | -157.21             | 0.00                | -157.21            | 100.0%        |
| 4134 · Intermodel Ship. Container                       | 891.00              | 2,000.00            | -1,109.00          | 44.6%         |
| <b>Total 4100 · GENERAL REVENUE</b>                     | <b>2,241,599.80</b> | <b>1,553,165.53</b> | <b>688,434.27</b>  | <b>144.3%</b> |
| <b>4122 · OTHER REVENUE</b>                             |                     |                     |                    |               |
| 4124 · Accident Reports                                 | 35.00               | 0.00                | 35.00              | 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%          |
| <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>2,256.23</b>     | <b>0.00</b>         | <b>2,256.23</b>    | <b>100.0%</b> |
| <b>Total 4122 · OTHER REVENUE</b>                       | <b>2,291.23</b>     | <b>500,000.00</b>   | <b>-497,708.77</b> | <b>0.5%</b>   |
| 4125 · Arrest Fees                                      | 13.92               | 0.00                | 13.92              | 100.0%        |
| <b>4200 · BUILDING &amp; CONSTRUCTION PERMITS</b>       |                     |                     |                    |               |
| 4201 · Building Construction Permits                    | 458,318.54          | 1,375,000.00        | -916,681.46        | 33.3%         |
| 4202 · Trade Fees                                       | 7,308.60            | 40,000.00           | -32,691.40         | 18.3%         |
| 4203 · Reinspection Fees                                | 9,925.00            | 25,000.00           | -15,075.00         | 39.7%         |
| 4204 · Signs  | 100.00              | 2,500.00            | -2,400.00          | 4.0%          |
| 4205 · Misc Permits                                     | 1,506.10            | 1,000.00            | 506.10             | 150.6%        |
| 4206 · Dirt Work Permits                                | 0.00                | 1,500.00            | -1,500.00          | 0.0%          |
| 4207 · Driveway Permits                                 | 1,000.00            | 3,000.00            | -2,000.00          | 33.3%         |
| 4210 · Culvert Permit                                   | 0.00                | 1,000.00            | -1,000.00          | 0.0%          |
| 4211 · Commercial Vehicle Permit                        | 500.00              | 3,000.00            | -2,500.00          | 16.7%         |
| 4212 · Park Use Permit                                  | 30.00               |                     |                    |               |
| <b>Total 4200 · BUILDING &amp; CONSTRUCTION PERMITS</b> | <b>478,688.24</b>   | <b>1,452,000.00</b> | <b>-973,311.76</b> | <b>33.0%</b>  |
| <b>4300 · PLAT FEES</b>                                 |                     |                     |                    |               |
| 4301 · Preliminary Plat Fees                            | 4,710.00            | 75,000.00           | -70,290.00         | 6.3%          |
| 4302 · Final Plat Fees                                  | 0.00                | 40,000.00           | -40,000.00         | 0.0%          |
| 4303 · Abbreviated Plat Fees                            | 1,500.00            | 2,000.00            | -500.00            | 75.0%         |
| 4304 · Plat Re-Check Fee                                | 0.00                | 0.00                | 0.00               | 0.0%          |
| 4305 · Admin Fee- Early Plat Recording                  | 0.00                | 300,000.00          | -300,000.00        | 0.0%          |
| <b>Total 4300 · PLAT FEES</b>                           | <b>6,210.00</b>     | <b>417,000.00</b>   | <b>-410,790.00</b> | <b>1.5%</b>   |
| <b>4400 · ENGINEERING FEES</b>                          |                     |                     |                    |               |
| 4401 · Infrastructure Plan Review Fee                   | 5,476.45            | 150,000.00          | -144,523.55        | 3.7%          |
| 4402 · Recheck Fee                                      | 0.00                | 0.00                | 0.00               | 0.0%          |
| 4403 · Civil Site Plan Review Fee                       | 57,239.13           | 300,000.00          | -242,760.87        | 19.1%         |
| <b>Total 4400 · ENGINEERING FEES</b>                    | <b>62,715.58</b>    | <b>450,000.00</b>   | <b>-387,284.42</b> | <b>13.9%</b>  |

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

|  | Oct - Dec 20 | Budget       | \$ Over Budget | % of Budget |
|--|--------------|--------------|----------------|-------------|
| <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>          | 0.00         | 5,000.00     | -5,000.00      | 0.0%        |
| <b>4600 · FRANCHISE</b>                  |              |              |                |             |
| 4601 · Franchise Tax - Electric          | 0.00         | 110,000.00   | -110,000.00    | 0.0%        |
| 4602 · Franchise Tax - Gas               | 0.00         | 20,000.00    | -20,000.00     | 0.0%        |
| 4603 · Telecommunications Fee-Sales Tax  | 84.53        | 10,000.00    | -9,915.47      | 0.8%        |
| 4600 · FRANCHISE - Other                 | 0.00         | 0.00         | 0.00           | 0.0%        |
| <b>Total 4600 · FRANCHISE</b>            | 84.53        | 140,000.00   | -139,915.47    | 0.1%        |
| <b>4700 · CITATIONS</b>                  |              |              |                |             |
| 4701 · Citations / Warrants              | 93,007.55    | 200,000.00   | -106,992.45    | 46.5%       |
| 4702 · Delinquent Court Collection       | 465.00       | 5,000.00     | -4,535.00      | 9.3%        |
| 4703 · Court Security Fee                | 1,322.26     | 2,000.00     | -677.74        | 66.1%       |
| 4704 · Court Technology Fee              | 1,646.89     | 2,500.00     | -853.11        | 65.9%       |
| 4700 · CITATIONS - Other                 | 241.00       |              |                |             |
| <b>Total 4700 · CITATIONS</b>            | 96,682.70    | 209,500.00   | -112,817.30    | 46.1%       |
| <b>4800 · SPECIAL FUNDS</b>              |              |              |                |             |
| 4803 · Miscellaneous Grants              | 5,920.50     |              |                |             |
| 4805 · Park Reserves                     | 0.00         | 35,000.00    | -35,000.00     | 0.0%        |
| <b>Total 4800 · SPECIAL FUNDS</b>        | 5,920.50     | 35,000.00    | -29,079.50     | 16.9%       |
| <b>4900 · INVESTMENT INCOME</b>          |              |              |                |             |
| 4910 · Interest Income                   | 25.19        | 1,000.00     | -974.81        | 2.5%        |
| <b>Total 4900 · INVESTMENT INCOME</b>    | 25.19        | 1,000.00     | -974.81        | 2.5%        |
| <b>Total Income</b>                      | 2,894,231.69 | 4,762,665.53 | -1,868,433.84  | 60.8%       |
| <b>Gross Profit</b>                      | 2,894,231.69 | 4,762,665.53 | -1,868,433.84  | 60.8%       |
| <b>Expense</b>                           |              |              |                |             |
| <b>UNKNOWN EXPENSE</b>                   |              |              |                |             |
| 1105110 · Payroll Expenses               | 206.63       | 0.00         | 206.63         | 100.0%      |
| <b>Total UNKNOWN EXPENSE</b>             | 206.63       | 0.00         | 206.63         | 100.0%      |
| <b>10 · ADMINISTRATION</b>               |              |              |                |             |
| 10-5111 · Payroll - City Secretary       | 13,875.00    | 62,831.00    | -48,956.00     | 22.1%       |
| 10-5112 · Payroll - Clerk                | 0.00         | 17,680.00    | -17,680.00     | 0.0%        |
| 10-5113 · Payroll-City Manager           | 13,210.19    | 100,000.00   | -86,789.81     | 13.2%       |
| 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                  | 1,075.20     | 13,248.88    | -12,173.68     | 8.1%        |
| 10-5127 · TMRS                           | 2,031.33     | 18,202.06    | -16,170.73     | 11.2%       |
| 10-5130 · Texas Workforce Commission     | 0.00         | 486.00       | -486.00        | 0.0%        |
| 10-5132 · Insurance - Health             | 0.00         | 11,660.00    | -11,660.00     | 0.0%        |
| 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                          | 6,402.40     | 100,000.00   | -93,597.60     | 6.4%        |

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

|   | Oct - Dec 20     | Budget            | \$ Over Budget     | % of Budget  |
|---|------------------|-------------------|--------------------|--------------|
| 10-5212 · Audit                               | 3,218.00         | 22,000.00         | -18,782.00         | 14.6%        |
| 10-5213 · Tax Appraisal & Collection          | 0.00             | 0.00              | 0.00               | 0.0%         |
| 10-5219 · Management Professional Service     | 5,816.50         | 10,000.00         | -4,183.50          | 58.2%        |
| 10-5220 · Website - Professional              |                  |                   |                    |              |
| Website Domain                                | 34.99            | 400.00            | -365.01            | 8.7%         |
| 10-5220 · Website - Professional - Other      | 2,500.00         | 5,500.00          | -3,000.00          | 45.5%        |
| <b>Total 10-5220 · Website - Professional</b> | <b>2,534.99</b>  | <b>5,900.00</b>   | <b>-3,365.01</b>   | <b>43.0%</b> |
| 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                            | 4,614.75         | 6,000.00          | -1,385.25          | 76.9%        |
| 10-5240 · Building Maintenance                |                  |                   |                    |              |
| Prof Cleaning Services                        | 3,150.00         |                   |                    |              |
| 10-5240 · Building Maintenance - Other        | 4,348.31         | 50,000.00         | -45,651.69         | 8.7%         |
| <b>Total 10-5240 · Building Maintenance</b>   | <b>7,498.31</b>  | <b>50,000.00</b>  | <b>-42,501.69</b>  | <b>15.0%</b> |
| 10-5245 · Technology                          | 4,165.89         | 16,000.00         | -11,834.11         | 26.0%        |
| 10-5246 · Software Maintenance / License      | 2,735.15         | 7,500.00          | -4,764.85          | 36.5%        |
| 10-5250 · Utilities                           | 992.97           | 9,000.00          | -8,007.03          | 11.0%        |
| 10-5260 · Equipment Rentals                   | 807.55           | 3,000.00          | -2,192.45          | 26.9%        |
| 10-5320 · Supplies / Printing                 | 1,544.43         | 12,000.00         | -10,455.57         | 12.9%        |
| 10-5321 · Postage                             | 79.60            | 750.00            | -670.40            | 10.6%        |
| 10-5322 · Advertising & Legal Notices         | 1,948.91         | 5,000.00          | -3,051.09          | 39.0%        |
| 10-5323 · Telephone Expense                   | 5,062.56         | 10,000.00         | -4,937.44          | 50.6%        |
| 10-5325 · Miscellaneous                       | 562.79           | 0.00              | 562.79             | 100.0%       |
| 10-5326 · Well Permit Fee                     | 0.00             | 30.00             | -30.00             | 0.0%         |
| 10-5411 · Travel & Training                   | 700.00           | 2,400.00          | -1,700.00          | 29.2%        |
| 10-5412 · Seminars/BCCA                       | 0.00             | 1,200.00          | -1,200.00          | 0.0%         |
| 10-5439 · Election Costs                      | 2,061.94         | 8,000.00          | -5,938.06          | 25.8%        |
| 10-5481 · Mayor's Special Expense             | 26.82            | 1,500.00          | -1,473.18          | 1.8%         |
| 10-5495 · Dues                                | 200.00           | 2,000.00          | -1,800.00          | 10.0%        |
| 10-5630 · Equipment                           | 1,732.15         | 500.00            | 1,232.15           | 346.4%       |
| 10-5710 · Insurance - Windstorm               | 455.50           | 7,500.00          | -7,044.50          | 6.1%         |
| 10-5720 · Insurance - Liability/Prop/ WC      | 3,529.75         | 20,000.00         | -16,470.25         | 17.6%        |
| 10-5721 · Bank Fees                           | 0.00             | 100.00            | -100.00            | 0.0%         |
| 10-5722 · credit card fees                    | 402.82           | 4,000.00          | -3,597.18          | 10.1%        |
| 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%         |
| 5113 · Payroll - Office Manager               | 0.00             | 0.00              | 0.00               | 0.0%         |
| 10 · ADMINISTRATION - Other                   | 4,863.05         |                   |                    |              |
| <b>Total 10 · ADMINISTRATION</b>              | <b>92,328.55</b> | <b>550,727.94</b> | <b>-458,399.39</b> | <b>16.8%</b> |

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

|  | Oct - Dec 20     | Budget            | \$ Over Budget    | % of Budget  |
|--|------------------|-------------------|-------------------|--------------|
| <b>15 · FINANCE</b>                      |                  |                   |                   |              |
| 15-5112 · Payroll - Senior Accountant    | 17,500.02        | 70,004.00         | -52,503.98        | 25.0%        |
| 15-5127 · TMRS                           | 2,562.01         | 7,357.42          | -4,795.41         | 34.8%        |
| 15-5128 · FICA                           | 1,299.01         | 5,355.31          | -4,056.30         | 24.3%        |
| 15-5129 · TWC                            | 0.00             | 162.00            | -162.00           | 0.0%         |
| 15-5130 · WC                             | 0.00             | 3,052.00          | -3,052.00         | 0.0%         |
| 15-5132 · Health Insurance               | 1,363.20         | 5,830.00          | -4,466.80         | 23.4%        |
| 15-5320 · Supplies/Printing              | 127.79           | 2,000.00          | -1,872.21         | 6.4%         |
| 15-5321 · Postage                        | 38.90            | 200.00            | -161.10           | 19.5%        |
| 15-5410 · Technology                     | 294.89           | 8,000.00          | -7,705.11         | 3.7%         |
| 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>23,185.82</b> | <b>109,460.73</b> | <b>-86,274.91</b> | <b>21.2%</b> |
| <b>20 · POLICE DEPARTMENT</b>            |                  |                   |                   |              |
| 20-5112 · Payroll - Police Chief         | 24,870.66        | 99,495.00         | -74,624.34        | 25.0%        |
| 20-5113 · Payroll - Full Time Officer    | 95,156.41        | 490,614.50        | -395,458.09       | 19.4%        |
| 20-5114 · Telecommunications Operator    | 0.00             | 17,680.00         | -17,680.00        | 0.0%         |
| 20-5115 · Humane/Code Enf. Officer       | 9,628.50         | 41,600.00         | -31,971.50        | 23.1%        |
| 20-5125 · Payroll - Overtime             | 4,384.07         | 10,000.00         | -5,615.93         | 43.8%        |
| 20-5126 · Professional Services          | 75.00            | 7,000.00          | -6,925.00         | 1.1%         |
| 20-5127 · TMRS                           | 22,142.19        | 73,810.63         | -51,668.44        | 30.0%        |
| 20-5128 · FICA                           | 8,766.99         | 53,725.15         | -44,958.16        | 16.3%        |
| 20-5129 · TWC                            | 228.72           | 2,106.00          | -1,877.28         | 10.9%        |
| 20-5130 · WC                             | 0.00             | 28,313.38         | -28,313.38        | 0.0%         |
| 20-5131 · Certification Pay              | 3,553.83         | 42,100.00         | -38,546.17        | 8.4%         |
| 20-5132 · Health Insurance               | 10,485.56        | 69,960.00         | -59,474.44        | 15.0%        |
| 20-5320 · Supplies & Printing            | 572.85           | 3,500.00          | -2,927.15         | 16.4%        |
| 20-5321 · Postage                        | 26.95            | 100.00            | -73.05            | 27.0%        |
| 20-5322 · Recruiting and Hiring Expenses | 539.16           | 1,500.00          | -960.84           | 35.9%        |
| 20-5324 · Cell Phone                     | 1,528.00         | 7,000.00          | -5,472.00         | 21.8%        |
| 20-5325 · Miscellaneous                  | 777.96           | 4,900.00          | -4,122.04         | 15.9%        |
| 20-5326 · Uniforms                       | 2,302.83         | 7,500.00          | -5,197.17         | 30.7%        |
| 20-5327 · Charitable                     | 0.00             | 0.00              | 0.00              | 0.0%         |
| 20-5410 · Technology                     | 2,220.14         | 18,000.00         | -15,779.86        | 12.3%        |
| 20-5411 · Travel & Training              | 187.99           | 5,000.00          | -4,812.01         | 3.8%         |
| 20-5412 · Radio Service                  | 3,258.00         | 3,300.00          | -42.00            | 98.7%        |
| 20-5413 · Radio Equipment                | 459.80           | 2,000.00          | -1,540.20         | 23.0%        |
| 20-5415 · Building Maintenance           | 1,605.45         | 2,600.00          | -994.55           | 61.7%        |
| 20-5450 · Vehicle Equipment              | -869.00          | 5,000.00          | -5,869.00         | -17.4%       |
| 20-5495 · Association Dues               | 368.88           | 1,000.00          | -631.12           | 36.9%        |
| 20-5496 · Dues - TCLDS                   | 0.00             | 0.00              | 0.00              | 0.0%         |
| 20-5497 · Animal Control                 | 525.00           | 2,000.00          | -1,475.00         | 26.3%        |
| 20-5498 · Hospital Expense - Suspects    | 0.00             | 1,000.00          | -1,000.00         | 0.0%         |
| 20-5499 · Investigations                 | 308.00           | 2,900.00          | -2,592.00         | 10.6%        |
| 20-5724 · Longevity Pay                  | 300.00           | 300.00            | 0.00              | 100.0%       |
| 20-5810 · Vehicle Insurance              | 2,256.50         | 5,000.00          | -2,743.50         | 45.1%        |
| 20-5820 · Vehicle Repairs & Maint        | 844.53           | 13,000.00         | -12,155.47        | 6.5%         |
| 20-5830 · Fuel                           | 5,052.62         | 30,000.00         | -24,947.38        | 16.8%        |

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

|   | Oct - Dec 20      | Budget              | \$ Over Budget     | % of Budget  |
|---|-------------------|---------------------|--------------------|--------------|
| 20-5840 · Equipment                       | 790.87            | 10,000.00           | -9,209.13          | 7.9%         |
| 20-5850 · Vehicle Replacement Fund        | 0.00              | 47,200.00           | -47,200.00         | 0.0%         |
| <b>Total 20 · POLICE DEPARTMENT</b>       | <b>202,348.46</b> | <b>1,109,204.66</b> | <b>-906,856.20</b> | <b>18.2%</b> |
| <b>25 · MUNICIPAL COURT</b>               |                   |                     |                    |              |
| 25-5112 · Payroll- Municipal Court Clerk  | 9,471.05          | 45,001.00           | -35,529.95         | 21.0%        |
| 25-5125 · Payroll - Clerk Overtime        | 1,641.42          | 2,500.00            | -858.58            | 65.7%        |
| 25-5127 · TMRS                            | 2,002.94          | 5,118.48            | -3,115.54          | 39.1%        |
| 25-5128 · FICA                            | 719.12            | 3,725.63            | -3,006.51          | 19.3%        |
| 25-5129 · TWC                             | 0.00              | 162.00              | -162.00            | 0.0%         |
| 25-5130 · WC                              | 0.00              | 1,962.04            | -1,962.04          | 0.0%         |
| 25-5131 · Certification Pay               | 323.05            | 1,200.00            | -876.95            | 26.9%        |
| 25-5132 · Health Insurance                | 1,317.17          | 5,830.00            | -4,512.83          | 22.6%        |
| 25-5210 · Legal Delinquent Citations      | 0.00              | 5,000.00            | -5,000.00          | 0.0%         |
| 25-5216 · Judge Court Fees                | 4,812.50          | 25,000.00           | -20,187.50         | 19.3%        |
| 25-5217 · Prosecutor Fees                 | 17,012.50         | 35,500.00           | -18,487.50         | 47.9%        |
| 25-5218 · Interpreter                     | 0.00              | 1,500.00            | -1,500.00          | 0.0%         |
| 25-5219 · Professional Services - Muni Co | 11,900.00         | 10,000.00           | 1,900.00           | 119.0%       |
| 25-5222 · Court Security Exp.             | 558.61            |                     |                    |              |
| 25-5315 · Payroll - Clerk                 | 670.53            | 0.00                | 670.53             | 100.0%       |
| 25-5321 · Postage                         | 27.80             | 500.00              | -472.20            | 5.6%         |
| 25-5411 · Travel & Training               | 0.00              | 1,000.00            | -1,000.00          | 0.0%         |
| 25-5414 · Jury Trial Expense              | 0.00              | 1,500.00            | -1,500.00          | 0.0%         |
| 25-5415 · State Criminal Cost & Fees      | 37,262.38         | 80,000.00           | -42,737.62         | 46.6%        |
| 25-5500 · Supplies & Equipment            | 167.64            | 4,200.00            | -4,032.36          | 4.0%         |
| 25-5730 · Contract Services               | 4,690.00          | 4,735.12            | -45.12             | 99.0%        |
| <b>Total 25 · MUNICIPAL COURT</b>         | <b>92,576.71</b>  | <b>234,434.27</b>   | <b>-141,857.56</b> | <b>39.5%</b> |
| <b>30 · PUBLIC WORKS DEPARTMENT</b>       |                   |                     |                    |              |
| 30-5115 · Payroll - Public Works          | 12,691.20         | 55,000.00           | -42,308.80         | 23.1%        |
| 30-5125 · Payroll - Public Works Overtime | 481.88            | 2,000.00            | -1,518.12          | 24.1%        |
| 30-5127 · TMRS                            | 2,254.19          | 5,990.70            | -3,736.51          | 37.6%        |
| 30-5128 · FICA                            | 789.71            | 4,600.00            | -3,810.29          | 17.2%        |
| 30-5129 · TWC                             | 0.00              | 162.00              | -162.00            | 0.0%         |
| 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                | 1,317.17          | 5,830.00            | -4,512.83          | 22.6%        |
| 30-5320 · Supplies                        | 834.43            | 7,440.00            | -6,605.57          | 11.2%        |
| 30-5326 · Uniforms                        | 10.81             |                     |                    |              |
| 30-5451 · Roads./ Bridges/ Drainage       | 3,727.00          | 325,000.00          | -321,273.00        | 1.1%         |
| 30-5452 · Mowing Roads                    | 21,200.00         | 60,000.00           | -38,800.00         | 35.3%        |
| 30-5454 · Bridge Replacement              | 0.00              | 30,000.00           | -30,000.00         | 0.0%         |
| 30-5455 · Signs & Postings                | 2,549.51          | 8,000.00            | -5,450.49          | 31.9%        |
| 30-5456 · Public Works Maintenance        | 2,685.74          | 25,000.00           | -22,314.26         | 10.7%        |
| 30-5461 · Park Improvements               | 0.00              | 35,000.00           | -35,000.00         | 0.0%         |
| 30-5462 · Park Maintenance                | 11,304.37         | 70,000.00           | -58,695.63         | 16.1%        |
| 30-5810 · Vehicle Insurance               | 270.00            |                     |                    |              |
| 30-5820 · Vehicle Repairs & Maint         | 770.93            | 6,800.00            | -6,029.07          | 11.3%        |
| 30-5830 · Fuel                            | 518.38            | 5,000.00            | -4,481.62          | 10.4%        |
| 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>76,152.59</b>  | <b>680,722.70</b>   | <b>-604,570.11</b> | <b>11.2%</b> |

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

|   | Oct - Dec 20        | Budget              | \$ Over Budget       | % of Budget     |
|---|---------------------|---------------------|----------------------|-----------------|
| <b>35 · COMMUNITY SERVICES</b>                  |                     |                     |                      |                 |
| 35-5111 · Payroll-Building Official             | 12,916.68           | 80,000.00           | -67,083.32           | 16.1%           |
| 35-5112 · Payroll-Permits Clerk                 | 9,240.00            | 40,040.00           | -30,800.00           | 23.1%           |
| 35-5125 · Payroll-Clerk Overtime                | 573.75              | 1,500.00            | -926.25              | 38.3%           |
| 35-5127 · TMRS                                  | 3,547.29            | 12,773.85           | -9,226.56            | 27.8%           |
| 35-5128 · FICA                                  | 1,546.08            | 9,297.81            | -7,751.73            | 16.6%           |
| 35-5129 · TWC                                   | 144.00              | 324.00              | -180.00              | 44.4%           |
| 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                      | 2,831.83            | 8,745.00            | -5,913.17            | 32.4%           |
| 35-5212 · Early Platting Escrow Exp. INV        | 0.00                | 0.00                | 0.00                 | 0.0%            |
| 35-5214 · Engineering Services                  |                     |                     |                      |                 |
| 35-5216 · Platting                              | 4,968.00            | 150,000.00          | -145,032.00          | 3.3%            |
| 35-5217 · Plan Review                           | 5,228.06            | 100,000.00          | -94,771.94           | 5.2%            |
| 35-5218 · Permits/Inspections                   | 53,730.18           | 195,000.00          | -141,269.82          | 27.6%           |
| 35-5214 · Engineering Services - Other          | 17,043.65           | 80,000.00           | -62,956.35           | 21.3%           |
| <b>Total 35-5214 · Engineering Services</b>     | <b>80,969.89</b>    | <b>525,000.00</b>   | <b>-444,030.11</b>   | <b>15.4%</b>    |
| 35-5215 · Building Inspector Fees               | 149,479.19          | 295,500.00          | -146,020.81          | 50.6%           |
| 35-5219 · Professional Services - Plannin       | 6,604.68            | 85,000.00           | -78,395.32           | 7.8%            |
| 35-5220 · TIF Fund (70% of TIF revenue t        | 0.00                | 0.00                | 0.00                 | 0.0%            |
| 35-5221 · ICVFD Contract Services/Equip         | 0.00                | 6,000.00            | -6,000.00            | 0.0%            |
| 35-5246 · Software Subscription/License         | 2,156.78            |                     |                      |                 |
| 35-5320 · Supplies                              | 1,116.25            |                     |                      |                 |
| 35-5326 · Uniforms                              | 1,467.64            |                     |                      |                 |
| 35-5455 · Signage & Postings                    | 0.00                | 4,000.00            | -4,000.00            | 0.0%            |
| 35-5722 · Credit Card Fees                      | 6,529.02            | 10,000.00           | -3,470.98            | 65.3%           |
| 35-5724 · Longevity Pay                         | 120.00              | 240.00              | -120.00              | 50.0%           |
| 35-5820 · Vehicle Repairs & Maint               | 1,221.39            |                     |                      |                 |
| 35-5830 · Fuel                                  | 151.08              |                     |                      |                 |
| 35-5840 · Equipment                             | 4,120.98            |                     |                      |                 |
| 35-5850 · Vehicle Replacement Fund              | 0.00                | 3,500.00            | -3,500.00            | 0.0%            |
| <b>Total 35 · COMMUNITY SERVICES</b>            | <b>284,736.53</b>   | <b>1,087,634.71</b> | <b>-802,898.18</b>   | <b>26.2%</b>    |
| <b>90 · CAPITAL AND PLANNING PROJECTS</b>       |                     |                     |                      |                 |
| 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                    | 0.00                | 0.00                | 0.00                 | 0.0%            |
| 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                         | 8,250.00            | 200,000.00          | -191,750.00          | 4.1%            |
| 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>8,250.00</b>     | <b>965,000.00</b>   | <b>-956,750.00</b>   | <b>0.9%</b>     |
| <b>Total Expense</b>                            | <b>779,785.29</b>   | <b>4,737,185.01</b> | <b>-3,957,399.72</b> | <b>16.5%</b>    |
| <b>Net Income</b>                               | <b>2,114,446.40</b> | <b>25,480.52</b>    | <b>2,088,965.88</b>  | <b>8,298.3%</b> |

| NO.       | LOCATION                                      |
|-----------|---|
| <b>A</b>  | <b>SIGNAGE</b>                                |
| 1         | county road 67@brister Rd                     |
| 2         | county road 67@brister Rd                     |
| 3         | Dubuque @ Pursley blvd                        |
| 4         | Dubuque @ Pursley blvd                        |
| 5         | Davenport @ Ames                              |
| 6         | Davenport @ Ames                              |
| 7         | Dubuque @ Pursley blvd                        |
| 8         | Dubuque @ Pursley blvd                        |
| 9         | Dubuque @ Pursley blvd                        |
| 10        | Dubuque @ Pursley blvd                        |
| 11        | Dubuque                                       |
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| 31        |   |
| <b>B.</b> | <b>DEBRIS REMOVAL</b>                         |
| 1         | 7347 County Rd 48                             |
| 2         | Iowa Colony and Oak St intersection on east s |
| 3         | Iowa Colony (north side of rail road tracks)  |
| 4         | 9614 Iowa Colony Blvd                         |
| 5         | Brister Pkwy and Iowa colony (next to white f |
| 6         | Bullard Pkwy going east (288 to Pursley)      |
| 7         | CR 79 (Bullard Pkwy to Cedar Rapids Pkwy)     |
| 8         | Sophie Mary                                   |
| 9         | 8703 Pursley Blvd                             |
| 10        | Pursley Blvd (Davenport to CR 181)            |
| 11        | Ames Blvd. (from CR62 to Meridiana pkwy)      |
| 12        | N. Karsten blvd. (from Cedar Rapids to CR 81) |
| 13        |   |
| 14        |   |

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| C. | MOWING/TREE TRIMMING                          |
| 1  | Iowa Colony Blvd -County Rd 48" going south   |
| 2  | 7341 County Rd 48                             |
| 3  | Iowa Colony Blvd going north                  |
| 4  | Iowa Colony Blvd                              |
| 5  | 11730 Iowa Colony Blvd                        |
| 6  | FCR 78 going east (Iowa Colony Blvd to CR 79) |
| 7  | FCR 380 (FCR 79 going east to Pursley Blvd)   |
| 8  | CR 57 and Cedar Rapids Pkwy (288 to CR 80)    |
| 9  | Bullard Pkwy going east (288 to Pursley)      |
| 10 | CR 79 (Bullard Pkwy to Cedar Rapids Pkwy)     |
| 11 | Sophie Mary                                   |
| 12 | Davenport (east of 288)                       |
| 13 | CR 62 (east of 288)                           |
| 14 | 3750 CR 61                                    |
| 15 | Cedar Rapids, west 288                        |

16 Karsten Blvd. (CR 383)

|    |  |
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| D. | <b>STREET REPAIRS</b>                        |
| 1  | Bullard Pkwy and Iowa Colony intersection, s |
| 2  | 3750 CR 61                                   |
| 3  | 11914 CR 439                                 |
| 4  | CR 62 west 288 to CR 685                     |
| 5  | CR 685                                       |
| 6  | CR 382                                       |
| 7  | Ruth road                                    |
| 8  | CR 57  |
| 9  | Ceder Rapids pkwy by Bayou Rifles            |

## E. POWER LINES MAINTENANCE

|   |             |
|---|-------------|
| 1 | Sophie Mary |
|---|-------------|

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|   |                            |
|   |                            |
|   |                            |
|   | <b>Miscellaneous Works</b> |
| 1 | City Hall                  |
| 2 | City Hall                  |
| 3 | Meridiana Park             |
| 4 | Meridiana Park             |
| 5 | City Hall                  |

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| Mow ditch of west side                                  |
| Tree needs to be trimmed                                |
| Mow ditch on east side                                  |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed on both sides                   |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed on both sides and trees trimmed |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed and cleaned (both sides)        |
| Ditch needs to be mowed and trees trimmed (both sides)  |

Tree trimming and removal

|               |
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|               |
|               |
| Fix pot holes |
| Fix pot holes |
| Fix pot holes |
| Fix pot holes |
| Fix pot holes |
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| Fix pot holes |

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| Tie loose cable on power line pole |
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| Ditches not Draining |
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| Put new soap dispenser in restrooms |
| Put new plug covers in the office   |
| Need New Nets on Basketball Goals   |
| put new trash can by the lake       |
| Added a light to the storage room   |

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| NO. | LOCATION                     |                           |
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| A   | SIGNAGE                      | DESCRIPTION               |
| 1   | Pasteur @Humbo               | Straighten Post           |
| 2   | Pasteur @Cars                | Need Signs                |
| 3   | Carson Ln @Lister            | Straighten Post           |
| 4   | Carson Ln @Humbo             | Straighten Post           |
| 5   | Earle Ct @Humbo              | Straighten Post           |
| 6   | Whitman Dr @Faulkner         | Straighten Post           |
| 7   | Thoreau Dr @ Faulkner        | Straighten Post           |
| 8   | Discovery Dr @Thoreau        | Straighten Post           |
| 9   | Newton Ln @Discovery         | Straighten Post           |
| 10  | Meridiana Pkwy @Discov       | Straighten Post           |
| 11  | Drake st @Armstrong          | Straighten Post           |
| 12  | Drake st @ Aldrin            | Straighten Post           |
| 13  | Bauhaus Dr@ Iowa colony      | Straighten Post           |
| 14  | Ocean Dr @Lake               | Straighten Post           |
| 15  | Bauhaus Dr @Armstorn         | Straighten Post           |
| 16  | Brazoria 524C coun           | Straighten Post           |
| 17  | City Hal                     | Remove sign               |
| 18  | N. Iowa Colony Bl            | Reset School Zone lights  |
| 19  | W. CR5                       | Reset School Zone lights  |
| 20  | S.Iowa Colony Bl             | Reset School Zone lights  |
| 21  | E.Cr5                        | Reset School Zone lights  |
| 22  | N. Iowa Colony Bl            | replace School Zone times |
| 23  | Meridiana Elementry sch      | replace School Zone times |
| 24  | Iowa Colony Blvd@Bavenport F | Took down                 |
| 25  | Iowa Colony Blvd@Duduque p   | Took down                 |
| 26  | Duduque pkwy@Iowa Colony     | Took down                 |
| 27  |                              |                           |
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| 31  |                              |                           |
| B.  | DEBRIS REMOVAL               |                           |
| 1   | Bullard Rd @288              | Pick up TV                |
| 2   | Stevens Rd @288              | Pick up Refrigerator      |
| 3   |                              |                           |
| 4   |                              |                           |
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|   | Miscellaneous Wor |  |
| 1 | City Hal          | Toliet paper holder                    |
| 2 | City Hal          | New Lock                               |
| 3 | City Hal          | Clean up                               |
| 4 | City Par          | Replace the cushing on Volleyball nets |
| 5 |                   |  |
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| Put up cones for the hole til we can get a plate to put over it | Done |
| sent an email to the County to fix                              | Done |
| sent an email to the County to fix                              | Done |

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| <b>NO.</b> | <b>LOCATION</b>            |   |
| <b>A</b>   | <b>SIGNAGE</b>             | <b>DESCRIPTION</b>                            |
| 1          | Bauhaus Dr.                | Need a no outlet added                        |
| 2          | CR 56 @ Iowa Colony Blvd.  | put in new batteries on school zone           |
| 3          | Pursley Blvd@ Bullard Pkwy | straighten street marker                      |
| 4          | iowa colony blvd S.        | replace school zone sign                      |
| 5          | Manvel dr.@ Meridiana Pkwy | replace sign to Pursley Blvd.@ Meridiana Pkwy |
| 6          | Emerald Stone@ Red Garnet  | Remove the pole                               |
| 7          | Red Garnet @ Paradise      | add Emerald Stone to the top of with arrows   |
| 8          | Emerald Stone              | Fix hole left behind                          |
| 9          | Emerald Stone              | grass lost                                    |
| 10         | iowa colony blvd S.        | School Zone Light                             |
| 11         | Iowa Colony Blvd N.        | School Zone Light                             |
| 12         |                            |   |
| 13         |                            |   |
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| <b>B.</b>  | <b>DEBRIS REMOVAL</b>      |   |
| 1          | 383                        | Trash   |
| 2          | 9631 Carson Ln.            | Mud in front of home                          |
| 3          | CR48 @288                  | Pick up Mattresses                            |
| 4          | Cr 48 @ highway 6          | Pick up Fence panels                          |
| 5          | 9540 Ruth Rd               | removal of a tree stump                       |
| 6          |                            |   |
| 7          |                            |   |
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| <b>C.</b> | <b>MOWING/TREE TRIMMING</b>         |   |
| 1         | CR 380@ Pursley                     | Cut back trees                              |
| 2         | Pursley Blvd @Bullard Pkwy          | Cut back trees                              |
| 3         | FCR 78@FCR 79                       | Cut back trees                              |
| 4         | Cedar Rapids pkwy @Iowa colony blvd | Cut back trees                              |
| 5         | 8150 Pursley Blvd                   | Cut back trees                              |
| 6         | Iowa Colony blvd @CR56              | Cut back trees                              |
| 7         |                                     |   |
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| <b>D.</b> | <b>STREET REPAIRS</b>               |   |
| 1         | 3730 Arpa                           | cleaning of mud on street                   |
| 2         | CR 48 W. of Highway 6               | Pot Hole                                    |
| 3         | Bullard PKWY@pursley Blvd           | Pot Hole                                    |
| 4         | 8122 Pursley Blvd                   | Pot Hole                                    |
| 5         | 8134 Pursley Blvd                   | Pot Hole                                    |
| 6         | 8150 Pursley Blvd                   | Pot Hole                                    |
| 7         | Iowa Colony blvd                    | move died animal out of the street          |
| 8         | 9631 Carson Ln                      | water not draining                          |
| 9         |                                     |   |
| <b>E.</b> | <b>POWER LINES MAINTENANCE</b>      |   |
| 1         |                                     |   |
|           |                                     |   |
|           |                                     |   |
|           | <b>Ditch Drainage issue</b>         |   |
| 1         | 9540 Ruth Rd                        | Reset on Covers                             |
| 2         | 8700 Cactus Ln                      | Clean out the ditches                       |
| 3         | 9631 Carson Ln                      | mud and standing water in front of the home |
| 4         | 3630 Ister Dr @carson ln            | clean staning water with mud                |
| 5         | 3402 Lake Ct                        | clean staning water with mud                |

|   |                            |                             |
|---|----------------------------|-----------------------------|
| 6 | 2538 CR 64                 | grade ditch need to be done |
| 7 | 2534 CR 64                 | grade ditch need to be done |
| 8 | 2530 CR 64                 | grade ditch need to be done |
|   |                            |                             |
|   |                            |                             |
|   |                            |                             |
|   | <b>Miscellaneous Works</b> |                             |
| 1 | city hall                  | To Replaces the blinds      |
| 2 | city hall                  | Power wash building         |
| 3 | City hall                  | Grass cut                   |
| 4 | The City of Iowa Colony    | Cut grass around the City   |
| 5 | Code enforcement           | Help with dog pick up       |
| 6 | city hall                  | Pull files                  |
|   |                            |                             |
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NOTES

will be in soon

need to find out why the light isn't working

need to go back and fill in the hole the pole left

replace the signs and added new logo on them and arrows

after putting up the pole replaced the mud

replace the grass where the post once was

battery was died recharged it

Needed to change daylight saving time for the light to come on at the right time

I let them know that we don't not pick up mud

we are not able to removal the tree stump that is on the home owner side of the ditch and still in the ground

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| Replace with Tint |
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| NO.       | LOCATION                            | DESCRIPTION                      |
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| <b>A</b>  | <b>SIGNAGE</b>                      |                                  |
| 1         | Iowa Colony Blvd.                   | End of School Zone               |
| 2         | Des Moines ct.@Louisana St.         | Replace stop sign                |
| 3         | Des Moines ct.@Louisana St.         | fix pole up right                |
| 4         | Kiowa Ct.@Louisana St.              | Replace stop sign                |
| 5         | Des Moines ct.@Louisana St.         | need new street markers          |
| 6         | Kiowa Ct.@Louisana St.              | need new street markers          |
| 7         | Iowa Colony Blvd.                   | School Zone batterys             |
| 8         | Iowa Colony Blvd.@Allegro Dr.       | Replace walkers ahead sign       |
| 9         | Iowa Colony blvd @ Elementry School | Added a pole                     |
| 10        | Iowa Colony blvd.@Elementry School  | added 40M.P.H sign               |
| 11        | Cedar Rpids pkwy@Iowa Colony        | took down 45 M.P.H               |
| 12        | Cedar Rpids pkwy@Iowa Colony        | added 40M.P.H sign               |
| 13        | Daveport pkwy @Iowa Colony          | Added a pole                     |
| 14        | Daveport pkwy @Iowa Colony          | Added a 40 M.P.H sign            |
| 15        | Iowa Colony @ City hall             | Removed 45 M.P.H sign            |
| 16        | Iowa Colony @ City hall             | Added a 40 M.P.H sign            |
| 17        | Des Moines ct.@Louisana St.         | Placed new street marker up      |
| 18        | Kiowa Ct.@Louisana St.              | Placed new street marker up      |
| 19        | Golden Topaz@Sliver beryl In        | Placed new street marker         |
| 20        | Dubuque @ Pursley blvd              | Replaced pole                    |
| 21        | Dubuque @ Pursley blvd              | Place pole in the ground         |
| 22        |                                     |                                  |
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| <b>B.</b> | <b>DEBRIS REMOVAL</b>               |                                  |
| 1         | 3414 Delita Dr                      | Clean off debri on the side walk |
| 2         |                                     |                                  |
| 3         |                                     |                                  |
| 4         |                                     |                                  |
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| <b>C. MOWING/TREE TRIMMING</b>    |  |                |
| 1                                 | City Park                                      | cut the grass  |
| 2                                 | City hall                                      | grass cut      |
| 3                                 | 524 c  | need grass cut |
| 4                                 | <a href="mailto:Pursley@CR63">Pursley@CR63</a> | tree trimming  |
| 5                                 | City hall                                      | tree trimming  |
| 6                                 |  |                |
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| <b>D. STREET REPAIRS</b>          |  |                |
| 1                                 |  |                |
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| <b>E. POWER LINES MAINTENANCE</b> |  |                |
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| <b>Ditch Drainage issue</b>       |  |                |
| 1                                 |  |                |
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| Miscellaneous Works |           |  |
| 1                   | City hall | build information broad                  |
| 2                   | City hall | landscape the front of city hall         |
| 3                   | City hall | Cut Grass                                |
| 4                   | City Park | replace the water filter                 |
| 5                   | City Park | replace the trim in restroom             |
| 6                   | City hall | Put lights in info broad                 |
| 7                   | City hall | Pull bench down in front of the building |
| 8                   | City hall | placed a walk way in front of city hall  |
| 9                   | City Park | clean restroom                           |
| 10                  | City Park | clean restroom                           |
| 11                  | City Park | powerwash building                       |
| 12                  | Pursely   | Put out road blocks                      |
| 13                  | City Park | fixing the hand blower                   |
| 14                  | City hall | Cut Grass                                |
| 15                  | Pursely   | Pick up road blocks                      |
| 16                  |           |  |
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| waiting on the tool to come in |      |            |
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| NO.      | LOCATION                                       | DESCRIPTION                                 |
|----------|--|---|
| <b>A</b> | <b>SIGNAGE</b>                                 |   |
| 1        | CR 56 @ Iowa Colony Blvd .                     | Flashing lights at the School Zone          |
| 2        | Iowa Colony Blvd @ CR 56                       | School zone time isn't right                |
| 3        | Iowa Colony Blvd @ CR 56                       | Put new battery's in the School Zone light  |
| 4        | Cedar Rapids pkwy @ Pursley                    | Fix stop sign from hanging                  |
| 5        | Cedar Rapids pkwy @ Pursley                    | straightening the pole                      |
| 6        | Karsten Rd @ Bullard Rd                        | placed new street marker                    |
| 7        | Meridiana pkwy going East                      | Placed City Park sign near                  |
| 8        | Meridiana pkwy going East                      | Placed City Park Sign to the left hand side |
| 9        | Meridiana pkwy going East                      | Placed new pole in                          |
| 10       | Meridiana Pkwy going West of the middle School | Need to fix the M.P.H sign                  |
| 11       | Meridiana Pkwy                                 | Added City park sign                        |
| 12       | Thoreau Dr.@Faulkner Trail                     | Replace post                                |
| 13       | Meridiana pkwy going East                      | Straightening the city park pole            |

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| <b>B.</b> | <b>DEBRIS REMOVAL</b> |                  |
| 1         | CR 383                | Removal of trash |
| 2         | City Park             | Removal of trash |
| 3         | City Park             | Removal of trash |
| 4         |                       |                  |
| 5         |                       |                  |
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| <b>C.</b> | <b>MOWING/TREE TRIMMING</b>    |                                  |
| 1         | City Hall                      | Trim trees at City hall          |
| 2         | City Hall                      | Removing tree limbs at city hall |
| 3         | city hall                      | spray weed killer down           |
| 4         | 528 A                          | Trim trees                       |
| 5         |                                |                                  |
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| <b>D.</b> | <b>STREET REPAIRS</b>          |                                  |
| 1         | Iowa Colony blvd . @ Hwy 6     | Pot Hole                         |
| 2         | Davenport pkwy @CR48           | Large hole on side of the road   |
| 3         | Meridiana Pkwy going West      | Large pothole by ames            |
| 4         | CR 79                          | Pot hole                         |
| 5         | 2115 Davenport                 | pot hole                         |
| 6         |                                |                                  |
| 7         |                                |                                  |
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| 9         |                                |                                  |
| <b>E.</b> | <b>POWER LINES MAINTENANCE</b> |                                  |
| 1         | 3538 Cassini rd 77583          | Report the light isn't working   |
|           |                                |                                  |
|           |                                |                                  |
|           | <b>Ditch Drainage issue</b>    |                                  |
| 1         | 2518 CR62 Rosharon,tx          | Set Culverts                     |
| 2         | Dubuque Pkwy @ Davenport Pkwy  | Grade ditch                      |
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Miscellaneous Works

|   |                  |                                 |
|---|------------------|---------------------------------|
| 1 | 10635 wagner st. | Fire Hidrant cap                |
| 2 | City Hall        | Paint the bench out front black |
| 3 | City Hall        | Paint the info sign black       |
| 4 | park 2           | Cut grass                       |
| 5 | Park             | Pick up trash                   |
| 6 | City Hall        | Put Ant bait around building    |

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## ALVIN INDEPENDENT SCHOOL DISTRICT

**Patrick Miller**  
Chief of Operations

### PETITION FOR ANNEXATION

The Alvin Independent School District owns the following real property ("the Property") in Brazoria County, Texas:

Description of a 15 acre tract of land situated in the William Pettus League, Abstract No. 714, Brazoria County, Texas

Whereas, the Alvin Independent School District hereby petitions the City of Iowa Colony, Texas, to annex the Property.

The Property is one-half mile or less in width, contiguous to the City of Iowa Colony, and has no qualified voters residing on it.

OWNER:

Alvin Independent School District



Signature of Authorized Agent


Printed Name: Patrick Miller

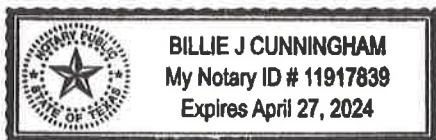
Title: Chief of Operations

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the 14 day of January, 2021, by Patrick Miller, as the Chief of Operations, on behalf of Alvin Independent School District.

  
Notary Public in and for the State of Texas





## DESCRIPTION

Of 15.000 acres of land being out of a called 300.9 acre tract of land described in a deed dated January 17, 2006, from Iowa Colony Sterling Lakes, LTD., to George V. Sowers, Jr., Trustee, as recorded in Brazoria County Clerk's File No. 2006003948 of the Official Public Records of Brazoria County, Texas, said 15.000 acres being out of the William Pettus League, Abstract No. 714, Brazoria County, Texas and being more particularly described by metes and bounds as follows: (Bearings based upon Texas State Plain Coordinates (NAD83) South Central Zone No. 4204, Grid Coordinates and may be brought to Surface by applying the scale factor of 0.99986774878);

**COMMENCING** at a  $\frac{3}{4}$  inch iron pipe found for the northwest corner of said 300.9 acres, same being in the centerline of a called 40' County Road, as recorded in Vol. 3, Pg 129 of the Plat Records of Brazoria County, Texas;

**THENCE** North  $86^{\circ} 54' 42''$  East, along the north line of said 300.9 acres and center line of said County Road, for a distance of 2660.97 feet to a point in the south line of a called 260.55 Acres (Tract 7) conveyed by deed dated December 8, 1967, to Sharp Corporation, as recorded in Vol. 1004, Pg. 761, of the Deed Records of Brazoria County, Texas;

**THENCE** South  $03^{\circ} 05' 18''$  East, for a distance of 150.00 feet to a point for the northwest corner and **PLACE OF BEGINNING** of the herein described tract;

**THENCE** North  $86^{\circ} 54' 42''$  East, along a line 150 feet south of and parallel of said 300.9 acres and center line of said County Road, for a distance of 725.23 feet to a point for corner;

**THENCE** South  $02^{\circ} 40' 40''$  East, for a distance of 840.89 feet to a point for corner;

**THENCE** along a curve to the right having a radius of 25.00 feet, a central angle of  $90^{\circ} 09' 18''$ , a chord bearing and distance S  $42^{\circ} 23' 59''$  W – 35.40 feet, and an arc length of 39.34 feet to a point for corner;

**THENCE** South  $87^{\circ} 28' 38''$  West, for a distance of 147.11 feet to a point for corner;

**THENCE** along a curve to the left having a radius of 550.00 feet, a central angle of  $18^{\circ} 07' 21''$ , a chord bearing and distance S  $78^{\circ} 24' 57''$  W – 173.24 feet, and an arc length of 173.96 feet to a point for corner;

**THENCE** South  $69^{\circ} 21' 17''$  West, for a distance of 166.63 feet to a point for corner;

**THENCE** along a curve to the right having a radius of 450.00 feet, a central angle of  $27^{\circ} 54' 53''$ , a chord bearing and distance S  $83^{\circ} 18' 43''$  W – 217.08 feet, and an arc length of 219.24 feet to a point for corner;

08/01/2014

15.000 Acres

WILLIAM PETTUS LEAGUE, Ab. 714, Brazoria County, Texas

**THENCE** North 03° 05' 18" West, for a distance of 953.72 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 15.000 acres or 653,400 square feet of land;

**WITNESS MY HAND AND SEAL THIS THE 5<sup>th</sup> DAY OF AGUST, 2014**  
REVISED 08/22/2014



Scot Lowe  
Registered Professional Land Surveyor No. 5007



Prepared in conjunction with survey Proj. 0040-1003.205 dated 8/5/14

Copy

REQUEST FOR ANNEXATION OF  
CERTAIN BRAZORIA COUNTY ROADS BY  
CITY OF IOWA COLONY

1. Brazoria County, Texas, is the political subdivision that maintains the roads and road rights of way herein described ("the Annexation Area").
2. The Annexation Area is described as follows: the portions of the roads and rights of way of County Road 56 (Meridiana Parkway) and County Road 48 (Ames Boulevard) more fully described on Exhibit "A," which is attached hereto and incorporated herein in full.
3. Brazoria County, Texas, hereby requests that the City of Iowa Colony, Texas, annex the Annexation Area.
4. This request for annexation is authorized by Section 43.1055 of the Texas Local Government Code and any other applicable law.

BRAZORIA COUNTY, TEXAS

\_\_\_\_\_  
L. M. "Matt" Sebesta, Jr., County Judge

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §

COUNTY OF BRAZORIA   §

      This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2021, by L. M. “Matt” Sebesta, Jr., as County Judge, on behalf of Brazoria County, Texas.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS     §

COUNTY OF BRAZORIA   §

      This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of Brazoria County, Texas.

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXHIBIT "A"  
ANNEXATION AREA

Copy

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

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE ORDINANCE CALLING FOR THE **2021** ANNUAL GENERAL ELECTION OF OFFICERS FOR SAID CITY; DESIGNATING THE POLLING PLACE THEREOF; PROVIDING FOR THE QUALIFICATION OF ELECTORS; PROVIDING FOR OFFICERS OF SAID ELECTION; PROVIDING FOR EARLY VOTING; CALLING FOR A JOINT ELECTION; AUTHORIZING A JOINT ELECTION AGREEMENT; PROVIDING FOR SHARING OF EXPENSES OF THE JOINT ELECTION; AND PROVIDING A SEVERANCE CLAUSE AND EFFECTIVE DATE.

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

SECTION ONE - Annual General Election Called.

A general election shall be held in and throughout the City of Iowa Colony, Texas, on the **first** Saturday in **May, 2021**, being the **1<sup>st</sup> day of May, 2021**, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing persons to the following offices of the City for a **two-year term: Mayor; Alderman Position 4; and Alderman Position 5**; and to the following office of the City for a **one-year transitional term: Alderman Position 3**.

SECTION TWO - Municipal Election Precinct and Polling Place.

For the purpose of the election called and ordained by this ordinance, the polling places for the City of Iowa Colony, Texas, shall be all of the county-wide vote centers listed on the attachment to the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION THREE - Electors.

Every person eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City of Iowa Colony, Texas, and who is duly registered to vote in this election shall be entitled to vote in this election.

SECTION FOUR-Officers of Election and Compensation Thereof.

The appointments, compensation, and duties of all election officers and personnel shall be as provided in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

SECTION FIVE - Early Voting.

a. The Early Voting Clerk is hereby authorized to conduct early voting by personal appearance beginning on the **twelfth (12th)** day preceding and ending on the **fourth (4<sup>th</sup>)** day preceding the day hereinabove specified for said Election, being **Monday, April 19, 2021**, through **Tuesday, April 27, 2021**, respectively, said early voting by personal appearance to be conducted between the hours of 8:00 a.m. and 5:00 p.m. on every day except Saturday, Sunday and State legal holidays. In addition, early voting by personal appearance shall be conducted between the hours of **7:00 a.m. and 7:00 p.m. on Saturday, April 24, 2021**. In addition, early voting by personal appearance shall be conducted for twelve hours on each of two weekdays, as follows: from **7:00 a.m. to 7:00 p.m. on Monday, April 26, 2021**, and **Tuesday, April 27, 2021**.

b. The main early voting place is:

East Annex (Old Walmart)  
1524 E. Mulberry #144, Angleton

c. The locations for early voting by personal appearance are as follows:

|                         |  |
|-------------------------|--|
| Angleton Main Location: | East Annex<br>(Old WalMart Building)<br>1524 E. Mulberry<br>Angleton |
|-------------------------|--|

|                        |                                       |
|------------------------|---------------------------------------|
| Alvin Branch Location: | Alvin Library<br>105 S. Gordon, Alvin |
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| Brazoria Branch Location: | Brazoria Library<br>620 S. Brooks, Brazoria |
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| Freeport Branch Location:      | Freeport Library<br>410 Brazosport Blvd., Freeport                     |
| Lake Jackson Branch Location:  | Lake Jackson Library<br>250 Circle Way, Lake Jackson                   |
| Manvel Branch Location:        | Courthouse North Annex<br>7313 Corporate Dr., Manvel                   |
| Pearland East Branch Location: | Tom Reid Library<br>3522 Liberty Dr., Pearland                         |
| Pearland West Branch Location: | Westside Event Center<br>2150 Countryplace Pkwy., Pearland             |
| Shadow Creek Branch Location:  | Pearland Westside Library<br>2803 Business Center Dr. #101<br>Pearland |
| Sweeny Location:               | Sweeny Community Center<br>205 W. Ashley Wilson Rd., Sweeny            |
| West Columbia Branch Location: | Precinct 4 Building 2<br>121 N. 10 <sup>th</sup> Street, West Columbia |

d. Early voting by mail shall be as provided by applicable law. The mailing address of the **Early Voting Clerk is Joyce Hudman, County Clerk, 111 East Locust, Suite 200, Angleton, Texas 77515-4654.** The email address of the **Early Voting Clerk is [cclerkelections@brazoria-county.com](mailto:cclerkelections@brazoria-county.com).**

SECTION SIX - Method of Voting and Conducting Election.

All early voting by personal appearance and all voting on the day named above for the holding of said general annual election shall be by means of whatever type of voting machine or electronic voting system is available from the voting machine department of Brazoria County, Texas. The manner of holding said election will be governed by the laws of the State of Texas governing general elections and as provided in this ordinance.

#### SECTION SEVEN - Notice of Election.

a. The Mayor shall cause notice of said election to be posted for at least twenty-one (21) days prior to the date named above for the holding of said general annual election (1) on the bulletin board used for posting notices of meetings of the City Council and (2) on the internet website of the City.

b. The Mayor shall also cause notice of said election to be published in The Alvin Sun, a newspaper published in the City of Alvin, in Brazoria County, Texas, having a general circulation within the corporate limits of the City of Iowa Colony, not earlier than thirty (30) days and not later than ten (10) days before the date named above for the holding of said general annual election.

#### SECTION EIGHT - Call for Joint Election.

a. This election shall be held jointly with Brazoria County and any other participating entities, pursuant to Chapter 271 of the Texas Election Code.

b. The City Council hereby approves the attached Joint Contract for Election Services between the City and the Brazoria County Clerk for this election. The Mayor and City Secretary are hereby authorized to execute that contract on behalf of the City.

c. Costs of this election shall be shared as provided in the Joint Contract for Election Services with the Brazoria County Clerk for this election.

#### SECTION NINE - Severance Clause

If any part of this order or ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

#### SECTION TEN - Effective Date

This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED, and APPROVED on the FIRST READING on JANUARY 25, 2021.

READ, PASSED, and APPROVED on SECOND and FINAL READING ON FEBRUARY 15, 2021.

---

Michael Byrum-Bratsen, Mayor  
City of Iowa Colony, Texas

ATTEST:

---

Kayleen Rosser, City Secretary  
City of Iowa Colony, Texas

Iowa Colony/Ordinance/2021 Election Ordinance

Copy

ATTACHMENT TO ELECTION ORDINANCE  
JOINT CONTRACT FOR ELECTION SERVICES

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## JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the CITY OF IOWA COLONY, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 1, 2021. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF IOWA COLONY, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

### RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

### I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

## III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement..." **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

## IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment "A" of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A".

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A", at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and stating the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A". Any changes in voting location from those that were used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

## V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

It is agreed by all Parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

## VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

## VII. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the County Clerk Elections Department, shall appoint two or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

## IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

|                                     |                     |
|-------------------------------------|---------------------|
| Counting Station Manager:           | Lisa Mujica         |
| Alternate Counting Station Manager: | Brandy Pena         |
| Tabulation Supervisor:              | Susan Cunningham    |
| Alternate Tabulation Supervisor:    | Johnathan Escamilla |
| Presiding Judge:                    | Tamara Reynolds     |
| Alternate Presiding Judge:          | Dottie Cornett      |

The County Clerk Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall submit all Cities' precinct by precinct returns to the Texas Secretary of State's Office electronically.

The County Clerk Elections Department shall post all election night results to County website on election night. <http://www.Brazoriacountyvotes.com>.

## X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared. The County participates in "Vote Centers," therefor all political subdivisions can vote at any location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$1500.00, for those with lesser amount, additional cost associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$1500.00 charged will be a minimum amount of \$1500.00.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

#### XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by County Clerk on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

#### XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority, as well as to the public, in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

#### XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

#### XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement**. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties**. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation**. The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.

22. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

#### XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$1,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 16, 2021. Therefore, deposit is due by **MARCH 3, 2021**. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the MAY 1, 2021, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

\_\_\_\_\_  
Joyce Hudman, County Clerk

ATTEST:

CITY OF IOWA COLONY, TEXAS

\_\_\_\_\_ By \_\_\_\_\_  
Presiding Officer or Authorized Representative  
CITY OF IOWA COLONY

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

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CLOSING A PORTION OF KARSTEN BOULEVARD; CONTAINING FINDINGS OF FACT; PRESERVING ALL EASEMENTS AND RIGHTS OF WAY; RESERVING THE RIGHT TO REOPEN THAT STREET; AND PROVIDING A SAVINGS CLAUSE, SEVERANCE CLAUSE, AND EFFECTIVE DATE.

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

1. The term “the Closed Street” herein shall mean only the portion of Karsten Boulevard from the southern edge of its intersection with Bullard Parkway (former County Road 81) south to the current termination of Karsten Boulevard at the northern edge of its intersection with Cedar Rapids Parkway (former County Road 57), in the City of Iowa Colony, Brazoria County, Texas.

2. The City Council of the City of Iowa Colony, Texas (“the City”) hereby finds that the following facts and all other facts stated in any part of this ordinance are true:

- a. The Closed Street is not necessary for access to any property.
- b. All properties adjoining the Closed Street have adequate access without the Closed Street.
- c. The Closed Street is being used unlawfully as a dumping ground for rubbish and litter.
- d. That rubbish and litter constitute an unlawful nuisance.
- e. Public convenience and necessity do not require that the Closed Street remain open at this time.
- f. This ordinance promotes the public health, safety, and general welfare.
- g. This ordinance is authorized by Section 311.007 of the Texas Transportation Code, Section 217.042 of the Texas Local Government Code, the Home Rule Charter of the City, and all applicable law.

3. The Closed Street shall be closed until further order of the City Council.

4. As a matter of law, this ordinance and the closure of the Closed Street do not substantially impair access to any property.

5. The Public Works Department of the City is hereby authorized and directed to physically block access to the Closed Street and to provide a method for access by emergency vehicles.

6. This ordinance shall not waive, release, vacate, or transfer any right of way or easement of any nature, including but not limited to the right of way and easement of the Closed Street. All easements and rights of way of any nature, including but not limited to the Closed Street, shall remain in full force and effect and shall continue to be held by the City.

7. The City reserves the right to reopen all or any portion of the Closed Street.

8. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

9. The City Secretary is authorized and directed to record a duplicate original or certified copy of this ordinance in the Official Records of the Brazoria County Clerk.

10. This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED, and APPROVED on the FIRST READING on JANUARY 25, 2021.

READ, PASSED, and APPROVED on the SECOND and FINAL READING ON FEBRUARY 15, 2021.

---

Michael Byrum-Bratsen, Mayor  
City of Iowa Colony, Texas

ATTEST:

---

Kayleen Rosser, City Secretary  
City of Iowa Colony, Texas

Copy

THE STATE OF TEXAS                   §

COUNTY OF BRAZORIA               §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Michael Byrum-Bratsen, as Mayor, of the City of Iowa Colony, Texas.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS                   §

COUNTY OF BRAZORIA               §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Kayleen Rosser, as City Secretary, of the City of Iowa Colony, Texas.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**From:** Aaron I. Bell abell@iowacolonytx.org  
**Subject:** Employee Handbook Change Request  
**Date:** January 5, 2021 at 2:47 PM  
**To:** Ronald Cox (City) rcox@iowacolonytx.gov

AB

Mr. Ron,

Per our discussion, I would like to add the phrase "Officers assigned to the patrol division, holiday time off is considered time worked when figuring overtime." to the city employee handbook under the 7k exemption section.

**Policy:** Under current city policy, an officer, working under the 7k exemption, has a bank of holidays each quarter. Banked holidays must be taken during that quarter or they lose the time.

**Issue:** An officer takes a scheduled banked holiday off and then gets called in to cover a shift during that same pay period, the officer does not accrue any overtime and loses the holiday.

Here is what I found in reference to vacation:

Employee handbook VII(8.05)(c) states that unused personal leave (vacation) can be deferred for 30 days by the Department Director only if scheduled and called back or denied the vacation after it is scheduled.

Aaron I. Bell  
Chief of Police

### **Iowa Colony Police Department**

12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583  
Cell: (832) 210-4166  
Office: (281) 369-3444  
Dispatch: (281) 756-2392  
Fax: (281) 406-3722

[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

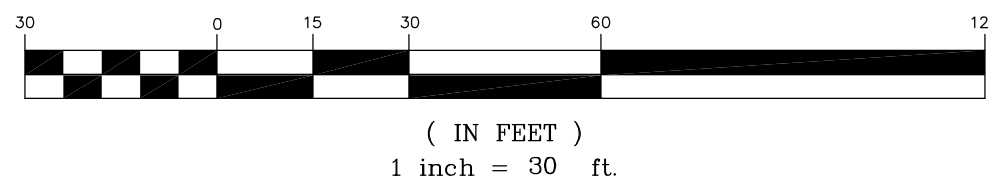
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[Connect with us on NextDoor](#)



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## GRAPHIC SCALE



## LEGEND:

- AC - ACRES  
A/C - AIR CONDITION  
A.E. - AERIAL EASEMENT  
B.L. - BUILDING LINE  
BLDG. - BUILDING  
BO. - BOLLARD  
CB - CATCH BASIN  
CONC. - CONCRETE  
COV. - COVERED  
CP - CRIMPED PIPE  
DA - DUMPSTER AREA  
ELEC. - ELECTRIC  
ESMT. - EASEMENT  
FC - FIRM CODE  
FH - FIRE HYDRANT  
FND. - FOUND  
GM - GAS METER  
GCCF - BRAZORIA COUNTY CLERKS FILE  
BCDR - BRAZORIA COUNTY DEED RECORDS  
BOMR - BRAZORIA COUNTY MAP RECORDS  
HCPS - HANDICAP PARKING SPACE  
HLAP - HOUSTON LIGHTING & POWER  
I.P. - IRON PIPE  
I.R. - IRON ROD  
LP - LIGHT POST  
MH - MANHOLE  
MW - MONITORING WELL  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCING  
PP - POWER POLE  
PS - PARKING SPACES  
PTP - PINCHED TOP PIPE  
R.O.W. - RIGHT OF WAY  
RR - RAILROAD  
SAN. - SANITARY  
SP - SERVICE POLE  
SQ. FT. - SQUARE FEET  
S.S.E. - SANITARY SEWER EASEMENT  
STM. - STORM  
STM.S.E. - STORM SEWER EASEMENT  
SWBT - SOUTHWESTERN BELL TELEPHONE  
TEL. - TELEPHONE  
TLP - TRAFFIC LIGHT POLE  
TSB - TRAFFIC SIGNAL BOX  
U.E. - UTILITY EASEMENT  
WM - WATER METER  
WV - WATER VALVE  
CONC. - CONCRETE  
COVERED CONCRETE  
WROUGHT IRON FENCE LINE  
WOOD FENCE LINE  
CHAIN LINK FENCE LINE  
BARBED WIRE FENCE LINE  
ELE - OVERHEAD UTILITY LINE  
EDGE OF ASPHALT LINE

## BENCHMARK:

BRAZORIA DRAINAGE DISTRICT NO. 4 BENCHMARK NUMBER CB-2 IS A BRASS CAP STAMPED 'CB-2' SET IN THE NORTH SIDE OF COUNTY ROAD 81 BRIDGE OVER WEST FORK CHOCOLATE BAYOU, AT STREAM CENTERLINE, IN KEYMAP 652X, NEAR UNIT CB100-00-00.

ELEV. 56.51 FEET NAVD 1988, 2001 ADJUSTED.

## NOTES:

- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
- SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY. THERE MAY BE EASEMENTS, BUILDING LINES AND OTHER MATTERS OF RECORD NOT SHOWN HEREON.
- FENCES DO NOT FOLLOW PROPERTY LINES AS SHOWN.

## FLOOD NOTE:

SUBJECT PROPERTY IS NOT LOCATED IN A FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA AND IS IN ZONE MAP # 48032C, PANEL 01101, DATED 08-05-1989. This information is based on graphic plotting only. We do not assume responsibility for exact determination.

## MERIDIANA PARKWAY

(A.K.A. C.R. 56 ~ RIGHT-OF-WAY WIDTH VARIES)

STORM MANHOLE  
RIM ELEV.=55.36  
(C)16"RCP=48.46  
(W)60"RCP=48.46

STORM MANHOLE  
RIM ELEV.=54.63  
(N)24"RCP=49.53

STORM MANHOLE  
RIM ELEV.=55.67  
(S)24"RCP=49.37  
(D)60"RCP=48.07  
(W)60"RCP=48.07

STORM MANHOLE  
RIM ELEV.=54.58  
(N)24"RCP=49.28

0.1231 ACRE  
SANITARY SEWER EASEMENT  
B.C.C.F. NO. 2017010345

614 SQUARE FOOT  
LANDSCAPE EASEMENT  
B.C.C.F. NO. 2016006386

0.1231 ACRE  
SANITARY SEWER EASEMENT  
B.C.C.F. NO. 2017010345

STORM MANHOLE  
RIM ELEV.=52.69  
(E)24"RCP=44.39

0.0069 ACRE  
STORM SEWER EASEMENT  
B.C.C.F. NO. 2017010345

POINT OF BEGINNING  
FOUND 5/8" CAPPED IRON ROD

R=25.00'  
L=39.28'  
Δ=90°01'19"  
CB=S 47°42'57" E  
CD=35.36'

SIERRA VISTA BOULEVARD  
(RIGHT-OF-WAY WIDTH VARIES)

4.0639 ACRES  
177,023 SQUARE FEET

Copy

LAND TEJAS STERLING LAKES SOUTH, LLC.,  
TRACT 8  
CALLED 2.356 ACRES  
B.C.C.F. NO. 2017048393

McALISTER OPPORTUNITY FUND L.P.  
RESIDUE OF  
TRACT II  
CALLED 240.9 ACRES  
B.C.C.F. NO. 2013060096

## LEGAL DESCRIPTION: 4.0639 ACRES (177,023 SQUARE FEET)

BEING A 4.0639 ACRE TRACT OF LAND SITUATED IN SECTION 51 OF THE H.T. & B. R.R. COMPANY SURVEY, ABSTRACT NO. 288, BRAZORIA COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 240.9 ACRE TRACT OF LAND DESIGNATED AS TRACT II AND DESCRIBED IN THE DEED TO MCALISTER OPPORTUNITY FUND 2012, L.P. RECORDED IN FILE NUMBER 2013060096, TOGETHER WITH ALL OF THAT CERTAIN 2.356 ACRE TRACT OF LAND DESIGNATED AS TRACT 8 AND DESCRIBED IN DEED TO LAND TEJAS STERLING LAKES SOUTH, L.L.C., BEING A PART OF LOT 603 OF EMIGRATION LAND COMPANY PLAT OF SECTIONS 50, 51 & 56 H.T. & B. AND OF 2, 3 & 4 L&N, A SUBDIVISION RECORDED IN VOLUME 2, PAGE 113 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 4.0639 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH CAPPED IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF SIERRA VISTA BOULEVARD (WIDTH VARIES) AS DEDICATED BY THE PLAT OF SIERRA VISTA, SECTION ONE, SUBDIVISION RECORDED IN DOCUMENT NO. 2017058170, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, BEING THE SOUTHEAST CORNER OF SAID 2.356 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 16 MINUTES 24 SECONDS WEST, 565.00 FEET ALONG THE SOUTH LINE OF SAID 2.356 ACRE TRACT, TO A 5/8 INCH CAPPED IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 02 DEGREES 43 MINUTES 36 SECONDS WEST, 313.52 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF MERIDIANA PARKWAY (A.K.A. COUNTY ROAD NO. 56-WIDTH VARIES), MARKING THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 87 DEGREES 16 MINUTES 24 SECONDS EAST, 540.11 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID MERIDIANA PARKWAY, COMMON WITH THE NORTH LINE OF THE TRACT HEREIN DESCRIBED, TO A 5/8 INCH CAPPED IRON ROD FOUND MARKING A POINT OF CURVATURE AT THE MOST NORTHERLY NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED AND THE BEGINNING OF CURVE TO THE RIGHT;

THENCE, WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90 DEGREES 01 MINUTES 19 SECONDS, A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS SOUTH 47 DEGREES 42 MINUTES 57 SECONDS EAST, 35.36 FEET TO A 5/8 INCH CAPPED IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF SAID SIERRA VISTA BOULEVARD, MARKING A POINT OF TANGENCY AND THE MOST EASTERLY NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 02 DEGREES 42 MINUTES 17 SECONDS EAST, 288.51 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SIERRA VISTA BOULEVARD, COMMON WITH THE EASTERLY LINE OF THE TRACT HEREIN DESCRIBED TO THE POINT OF BEGINNING AND CONTAINING WITHIN THESE METES AND BOUNDS 4.0639 ACRES OR 177,023 SQUARE FEET OF LAND AS SHOWN ON A BOUNDARY AND TOPOGRAPHIC SURVEY DATED NOVEMBER 8, 2018 AND FILED IN THE OFFICES OF ADVANCE SURVEYING INC., UNDER PROJECT NUMBER 109220-18-01.

**BOUNDARY AND TOPOGRAPHIC SURVEY OF**  
**4.0639 ACRE TRACT OF LAND SITUATED IN SECTION 51 OF THE**  
**H.T. & B. R.R. COMPANY SURVEY, ABSTRACT NO. 288, BRAZORIA**  
**COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 240.9 ACRE**  
**TRACT OF LAND DESIGNATED AS TRACT II AND DESCRIBED IN THE**  
**DEED TO MCALISTER OPPORTUNITY FUND 2012, L.P. RECORDED IN**  
**FILE NUMBER 2013060096, TOGETHER WITH ALL OF THAT CERTAIN**  
**2.356 ACRE TRACT OF LAND DESIGNATED AS TRACT 8 AND**  
**BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS**  
**AS SHOWN HEREON.**

## SURVEYOR'S CERTIFICATION:

I, hereby certify that this survey was made on the ground and completed on this 19th day of October, 2018 and that this plat correctly represents the facts found at the time of survey showing any improvements. There are no encroachments apparent on the ground, except as shown. This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for Category 1A, Condition II Survey. Surveyor did not abstract property. Easements, building lines, etc., shown are as identified by:

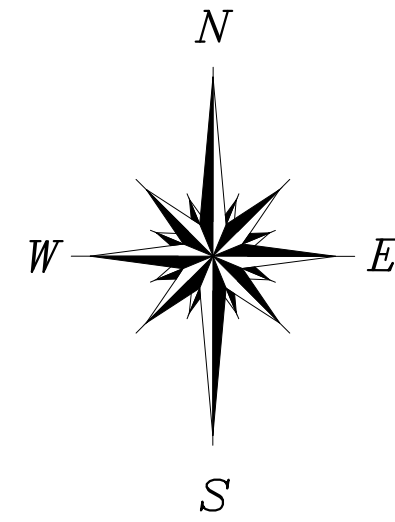
GP \_\_\_\_\_ N/A \_\_\_\_\_ of \_\_\_\_\_ N/A \_\_\_\_\_

HENRY M. SANTOS, Registered Professional Land Surveyor No. 5450

- ABSTRACTING BY TITLE COMPANY.
- ALL BEARINGS ARE BASED ON RECORDED PLAT OF SAID SUBDIVISION.
- COPYRIGHT 2018, Advance Surveying, Inc. (Email: advance\_survey@asi23.com)

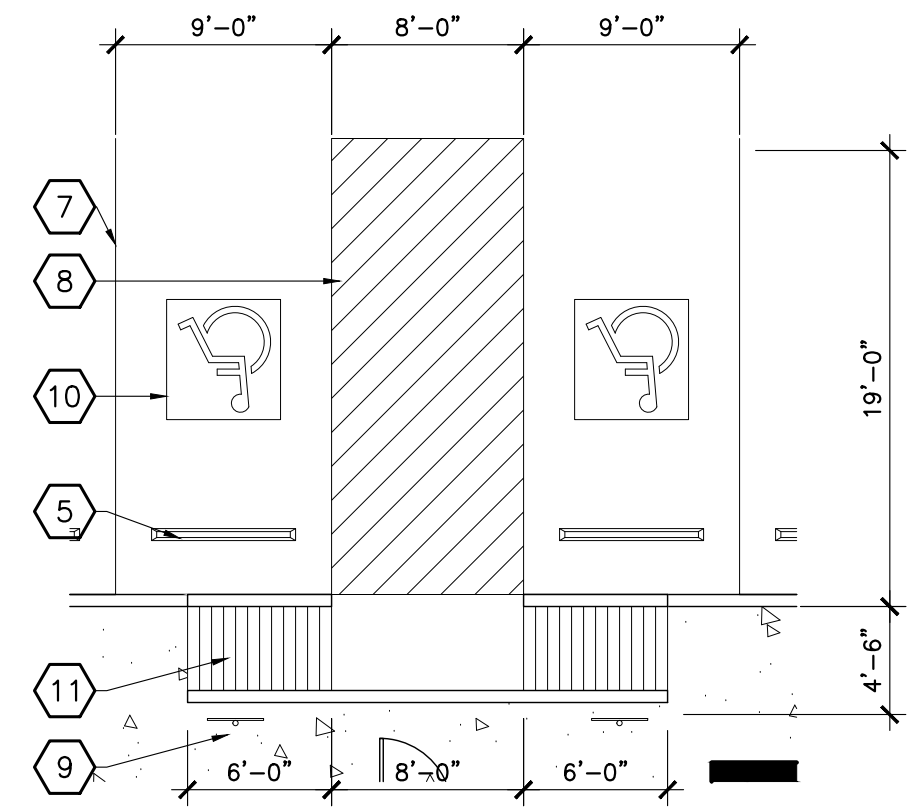
|  |   |                          |
|--|---|--------------------------|
| <p>PHONE: 281 530-2939<br/>FAX: 281 530-5464</p> | PURCHASER: —  | SCALE: 1" = 30'          |
|  | ADDRESS: 0 MERIDIANA PARKWAY (CR 56)<br>ROSHARON, TEXAS 77583 | FIELD WORK: 10-19-18/DB  |
|  | LENDER: N/A   | DRAFTING: 11-07-18/JG    |
|  | TITLE CO.: N/A  | FINAL CHECK: 11-07-18/AT |
|  | JOB NO.: 109220-18-01   | REVISIONS:               |
|  | G.F. NO.: N/A   |                          |
|  | KEY MAP: —  |                          |
|  |   |                          |

**ADVANCE SURVEYING, INC.**  
10518 KIPP WAY SUITE A-2 • HOUSTON, TEXAS 77099 • TBPLS FIRM NO. 10099200



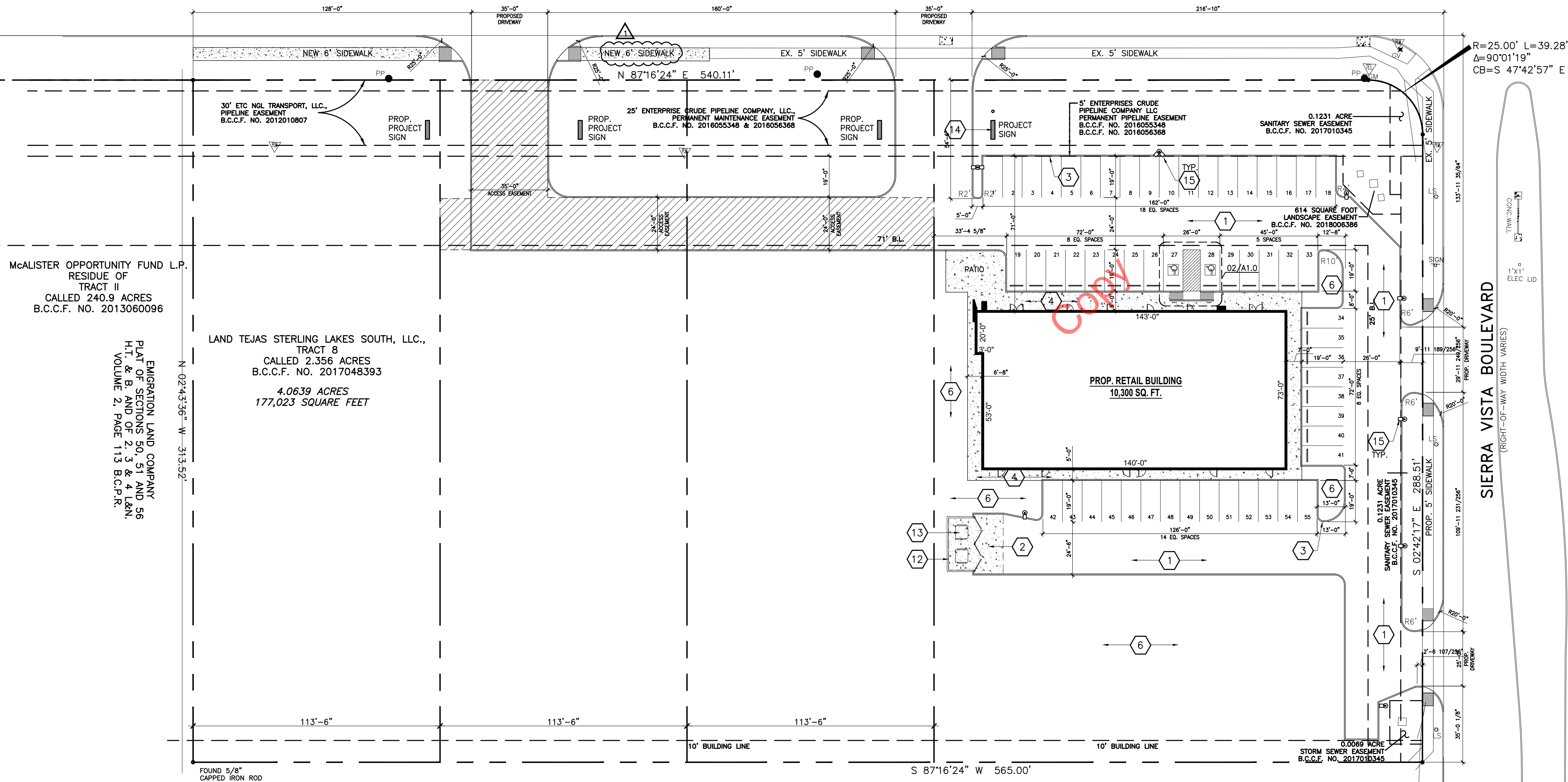
## 02 ADA DETAIL

SCALE: 1/8"=1'-0"



## MERIDIANA PARKWAY

(A.K.A. C.R. 56 ~ RIGHT-OF-WAY WIDTH VARIES)



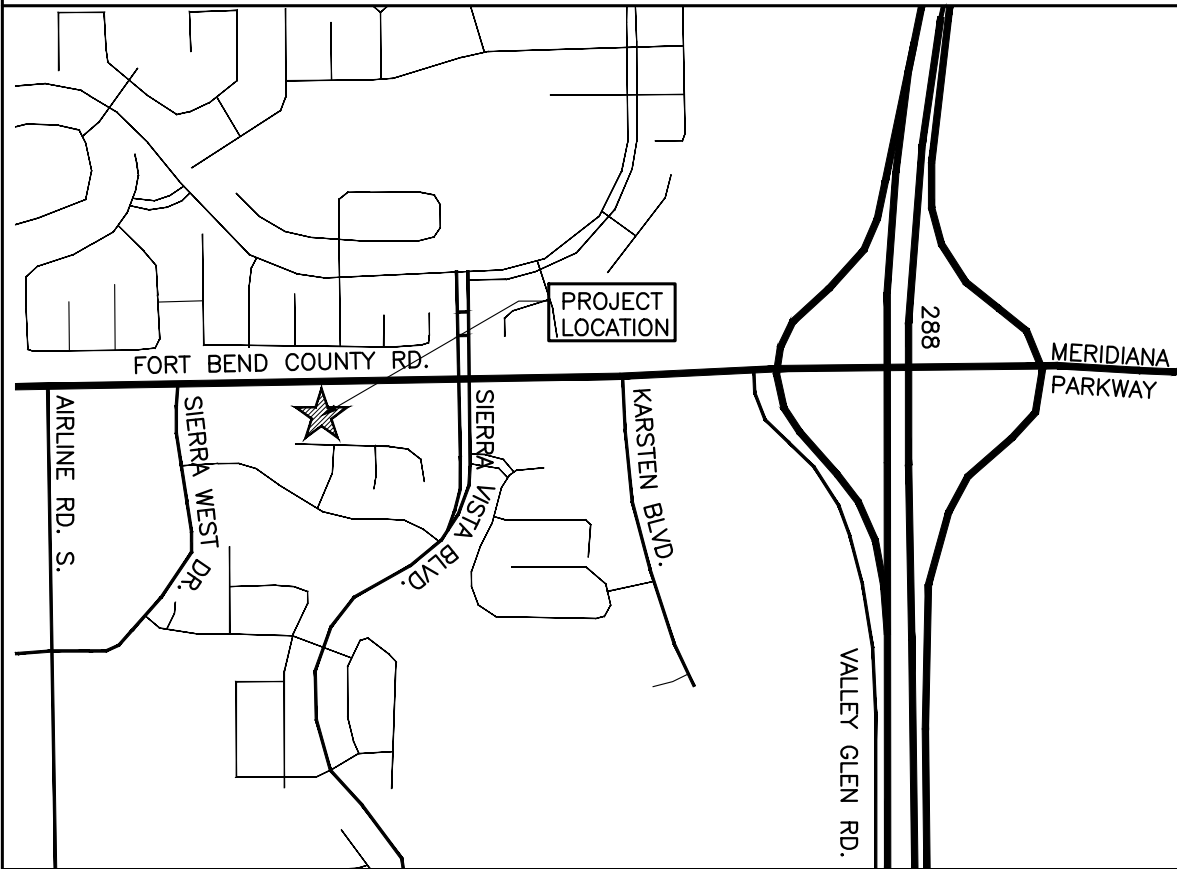
McALISTER OPPORTUNITY FUND L.P.  
RESIDUE OF  
TRACT II  
CALLED 240.9 ACRES  
B.C.C.F. NO. 2013060096

## 01 SITE PLAN

SCALE: 1"=30'-0"

VICINITY MAP N.T.S.

KEY MAP #: 200-H



## LEGEND:

|     |                               |          |                               |
|-----|-------------------------------|----------|-------------------------------|
| --- | PROPERTY LINE                 | B.L.     | BUILDING LINE                 |
| --- | WALL LINE                     | H.C.C.F. | HARRIS COUNTY CLERK'S FILE    |
| --- | EASEMENT OR LOT DIVISION LINE | D.R.H.C. | DEED RECORDS OF HARRIS COUNTY |
| --- | MISC. IMPROVEMENTS            | M.R.H.C. | MAP RECORDS OF HARRIS COUNTY  |
| --- | COVERED CONCRETE              | F.C.     | FILM CODE                     |
| --- | EXISTING FENCE                | L.S.     | LIGHT STANDARD                |
| --- | COV. CONC.                    | SB       | STEEL BOX                     |
| --- | UTILITY EASEMENT              | EB       | ELECTRIC BOX                  |
| --- | A.E.                          |          |                               |

## PARKING ANALYSIS

| OCCUPANCY                      | SQUARE FOOTAGE | RATIO                  |    |
|--------------------------------|----------------|------------------------|----|
| TOTAL SF RETAIL                | 10,299 SF      | 4.0 PER 1,000 SQ. FT.  | 42 |
| TOTAL REQUIRED PARKING SPACES: |                |                        | 42 |
| TOTAL PROVIDED PARKING SPACES: |                | (INCLUDING 2 ADA P.S.) | 55 |

## KEYED NOTES:

- 6" THICK CONCRETE PAVING. REFER TO CIVIL DWG.
- 8" THICK CONCRETE PAVING
- 6" CONCRETE CURB. REFER TO DETAIL 01, 06, 19/A1.1
- CONCRETE SIDEWALK REFER TO DETAIL 11 & 16/A1.1
- CONCRETE WHEEL STOP. REFER TO DETAIL 02/A1.1
- GREEN AREA. REFER TO LANDSCAPING PLAN
- 4" WIDE STRIPES, PAINTED WHITE (TYP.)
- 4" WIDE STRIPES, PAINTED WHITE SPACING 2'-0" O.C. (TYP.)
- HANDICAP SIGN. REFER TO DETAIL 07/A1.1
- HANDICAP SYMBOL. REFER TO DETAIL 08/A1.1
- ACCESSIBLE RAMP. REFER TO DETAIL 12 & 13/A1.0
- DUMPSTER ENCLOSURE (SEE DETAIL - 05/A1.1)
- DUMPSTER (BY OTHERS)
- PROJECT SIGN (BY OTHERS); SIGN COMPANY SHALL COMPLY WITH CODES, REGULATIONS, ORDINANCES AND EASEMENTS WITH THE CITY/COUNTY DEPT. BEFORE PERFORMING THE WORK. PROJECT SIGN BY SEPARATE PERMIT
- PARKING LIGHT POLE (TYP.)

**DOAN**  
ASSOCIATES

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doan@doanassociates.com  
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Drawing scales as indicated are for reference only and are not intended to accurately depict actual or designed conditions. Written dimensions shall govern.

| DATE ISSUED | REMARKS       |
|-------------|---------------|
| 2019-07-29  | 1st SUBMITTAL |
| 2020-11-18  | 2nd SUBMITTAL |
|             |               |
|             |               |
|             |               |
|             |               |
|             |               |
|             |               |
|             |               |
|             |               |

STAMP



11-18-2020

PROJECT NAME

## SIERRA VISTA PLAZA

2944 Meridiana Pkwy.  
Rosharon, Texas 77583

DRAWING TITLE

## MASTER SITE PLAN

|            |            |
|------------|------------|
| PROJECT #  | 18-071     |
| SCALE      | AS SHOWN   |
| DATE       | 11/03/2018 |
| DRAWN BY   | JD         |
| CHECKED BY | JD         |
| SHEET #    |            |

A1.0



02 RENDERING  
N.T.S.

| EXTERIOR FINISH LEGEND |   |
|------------------------|---|
| #                      | DESCRIPTION   |
| 1                      | 1" DOUBLE PANE, CLEAR TEMPERED GLASS IN ALUMINUM FRAME<br>DARK BRONZE COLOR - REF. TO WINDOW SCHEDULE         |
| 2                      | GLASS STOREFRONT DOOR, DARK BRONZE ALUMINUM FRAME<br>REF. TO DOOR SCHEDULE                                    |
| 3                      | HOLLOW METAL DOOR<br>REF. TO DOOR SCHEDULE, PAINTED COLOR MATCH WITH WALL                                     |
| 4                      | ALUMINUM CANOPY ALUMINUM FASCIA FINISH ANODIZED IN COLOR<br>#1, DARK BRONZE COLOR                             |
| 5                      | ALUMINUM LOUVER SCREEN #1, DARK BRONZE COLOR  |
| 6                      | ALUMINUM LOUVER SCREEN #2, CLEAR ANODIZED ALUMINUM COLOR  |
| 7                      | G.C. TO PROVIDE 5/8" FIRE RETARDANT TREATED PLYWOOD<br>SHEATHING IN LIEU OF DENSGLASS FOR SIGNAGE AS SHOWN    |
| 8                      | STORE LOGO SIGN BY OTHERS   |
| 9                      | ROOF LADDER, PRIMED AND PAINTED TO MATCH WALL COLOR   |
| 10                     | 12" X 24" X 1.25" ADHERED CAST STONE VENEER TYPE 1<br>COLOR: CREAM  |
| 11                     | 12" X 24" X 1.25" ADHERED CAST STONE VENEER TYPE 2  |
| 12                     | LONGBOARD SOFFIT & SIDING ALUMINUM CLADDING WOODGRAIN<br>COLOR: ITALIAN ROSEWOOD                              |
| 13                     | 1/2" STUCCO REVEAL  |
| 14                     | METAL COPING PREFINISHED IN SILVER COLOR  |
| 15                     | METAL COPING PREFINISHED IN PARCHMENT   |
| 16                     | 7/8" STUCCO FINISH, INTEGRAL PAINT  |
| 17                     | 8"x8"x16" SPIT-FACE CMU, PREFINISHED  |
| 18                     | ROOF LINE BEYOND  |
| 19                     | WALL PACK LIGHT   |
| 20                     | SCUPPER & CONDUCTOR BOX DOWNSPOUTS PREFINISHED IN<br>BUCKSKIN, CONNECT TO STORM LINE/SYSTEM REF TO CIVIL PLAN |
| 21                     | OVERFLOW SCUPPER, PRE-FINISHED IN BUCKSKIN  |

| COLOR CHART  |   |
|--|---|
| #1   | SHERWIN WILLIAMS - SW 7004 SNOWBOUND  |
| MATERIAL SPECIFICATIONS  |   |
| CMU  | 8"x8"x16" PREFINISHED SPLIT-FACE CMU, GREY<br>BURNISHED W/ BLOCKGUARD SEALER  |
| ALUMINUM CLADDING  | VERTICAL CLADDING BY MAC, ARCHITECTURAL MAC<br>Metal Architectural - MS14 - Silver Metallic   |
| CAST STONE TYPE 1  | 12"x24"x1.25" (THK) CAST STONE PANEL BY<br>ROCKCAST LATIURETE HI BOND ADHESIVE MORTAR TO<br>CEMENT BACKER BOARD, REF. TO WALL SECTION<br>DETAILS<br>COLOR CREAM     |
| CAST STONE TYPE 2  | 12"x24"x1.25" (THK) CAST STONE PANEL BY<br>ROCKCAST LATIURETE HI BOND ADHESIVE MORTAR TO<br>CEMENT BACKER BOARD, REF. TO WALL SECTION<br>DETAILS<br>COLOR VEL BLACK |
| CAST STONE ADHERED VENEER BY ACME BRICK COMPANY<br>JOSH JAMES<br>TEL: 281-989-2945   |   |
| NOTES:<br>• COLOR SELECTIONS SUBJECT TO OWNER'S APPROVAL<br>• ALL PAINT SHALL BE "SHERWIN WILLIAM" EXTERIOR TYPE WITH 2 COATS<br>• THE COLORS NEED TO BE FINALIZED WITH THE OWNER, AND THE SAMPLE<br>BOARD SHALL BE SUBMITTED FOR APPROVAL |   |

**DOAN**  
ASSOCIATES

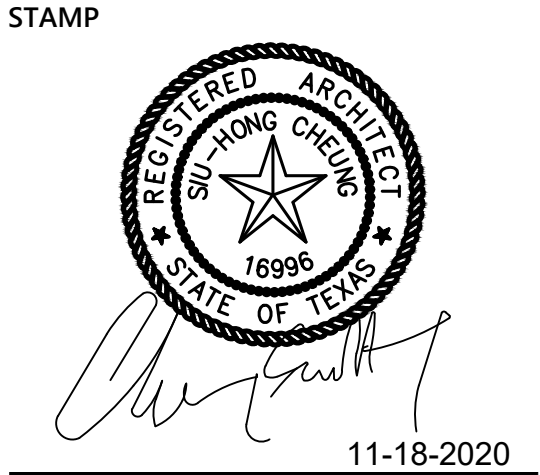
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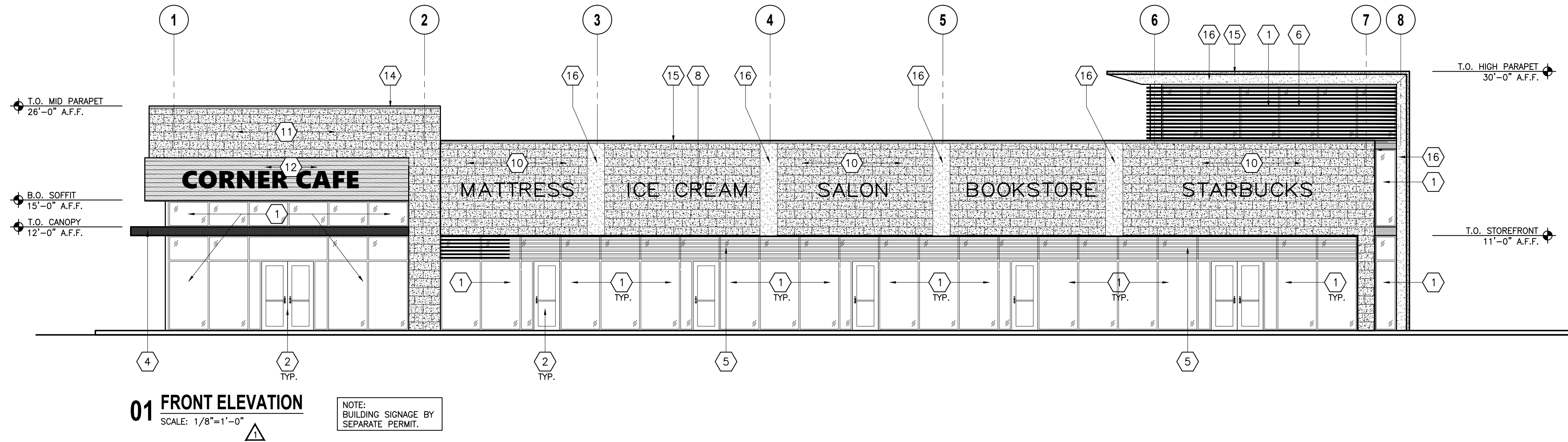
The designer shall not have control or charge of and shall not be responsible for construction means, methods, deviations, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors or any other persons performing ay of the work, or failure of any of them to carry out the work in accordance with the contract documents. Always use dimensions as shown. Drawings are not to be scaled.

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| 2020-11-18  | 2nd SUBMITTAL |
|             |               |
|             |               |
|             |               |
|             |               |
|             |               |
|             |               |



PROJECT NAME  
**SIERRA VISTA PLAZA**  
2944 Meridiana Pkwy.  
Rosharon, Texas 77583



| DRAWING TITLE       |            |
|---------------------|------------|
| EXTERIOR ELEVATIONS |            |
| PROJECT #           | 18-071     |
| SCALE               | AS SHOWN   |
| DATE                | 11/03/2018 |
| DRAWN BY            | JD         |
| CHECKED BY          | JD         |
| SHEET #             |            |

A3.0

GENERAL NOTES

- A. STUCCO:
- THREE COAT (7/8 INCH) PLASTER ASSEMBLY OVER FRAMING:
    - SILICONE CORE/FIBERGLASS FACE OR WOOD BASED SHEATHING (PER APA) EXTERIOR SHEATHING BOARD, WITH ONE SHEET OF A SELF-ADHERED FLASHING (SAF) APPLIED AT ALL HORIZONTAL SURFACES, UNDER TWO SHEETS OF BLACK GRADE "D" BUILDING (KRAFT) PAPER AS A WEATHER-RESISTIVE BARRIER, GALVANIZED PLASTER ACCESSORIES, METAL LATH, A CONVENTIONAL PLASTER SCRATCH AND BROWN COAT MEETING ASTM STANDARD C 926, WITH AN INTEGRALLY COLORED FINISH.
  - TWO-COAT (5/8 INCH) PLASTER OVER CMU SUBSTRATE: A 3/8" TO 1/2" ASTM C 926 BASECOAT DIRECTLY APPLIED TO PROPERLY-PREPARED CONCRETE MASONRY UNITS, WITH AN INTEGRALLY COLORED FINISH. A METAL LATH (NO WRB) IS REQUIRED FOR APPLICATIONS OVER 5/8 INCH THICK.
  - FINISH COAT: CEMENT, SMOOTH CEMENT FINISH SHALL BE PRE-BLENDED BASE MATERIAL WITH PRE-PACKAGED COLOR BOXES (IF REQUIRED). TEXTURE SHALL BE SMOOTH UNLESS NOTICE OTHERWISE.
- B. PAINTING OVER STUCCO
- TOPCOATS A-1000 EXTERIOR LATEX
    - PRIMER: ONE (1) COAT; FINISH COAT SHERWIN WILLIAMS DURATION SATIN, TWO (2) COATS.
  - EXTERIOR CMU & BLOCK AREAS (POROUS):
    - FLAT FINISH FILLER: LOXON BLOCK SURFACER, A24W200
    - 1ST COAT: A-100 EXTERIOR LATEX FLAT, A6 SERIES
    - 2ND COAT: A-100 EXTERIOR LATEX FLAT, A6 SERIES
  - EXTERIOR PLASTER/STUCCO/FINIS:
    - FLAT FINISH
    - PRIMER: LOXON CONCRETE & MASONRY PRIMER SEALER, 24WS300
    - 1ST COAT: A-100 EXTERIOR LATEX FLAT, A6 SERIES
    - 2ND COAT: A-100 EXTERIOR LATEX FLAT, A6 SERIES
- C. PAINTING OVER EXPOSED GALVANIZED STEEL:
- SURFACE PREPARATION \*\*\*IMPORTANT\*\*\*
    - SSPC SP-1 SOLVENT CLEANING TO REMOVE OIL/GREASE CONTAMINATION.
  - PRIMER COAT: WATERBORNE ACRYLIC PRODUCTS DESIGNED FOR GALVANIZED SURFACES
    - SUCH AS MPI #134 - SHERWIN-WILLIAMS PRO INDUSTRIAL - PRO-CRYL UNIVERSAL
  - TOP COAT (2 COATS): FINISH WITH SHER-CRYL HIGH PERFORMANCE ACRYLIC PAINT - MATTE FINISH
- D. RELATED ITEMS:
- SHEATHING: REFER TO SECTIONS FOR INFORMATION.
  - WATER-RESISTANT BARRIER (WRB) SHALL BE MINIMUM 60 MINUTE WATER RESISTIVE
  - GRADE D AND COMPLY WITH FED. SPEC. UU-B-790A. ALTERNATE WRB MUST BE APPROVED BY THE ARCHITECT.
  - SELF ADHERED FLASHING (SAF) MUST BE COMPATIBLE WITH THE WRB, MINIMUM 22 MILS THICK, SELF SEALING AND WATERPROOF.
  - COLD-ROLLED CHANNEL (CRC): 1 1/2 INCH AND 3/4 INCH WITH A MINIMUM OF 33,000 PSI YIELD STRENGTH AND A MINIMUM OF .0538 INCH BARE STEEL THICKNESS, COMPLY WITH ASTM A 653.
  - NOTE: FOR SUSPENDED SOFFITS AND CEILINGS USE 1 1/2 INCH CRC AS MAIN CARRYING CHANNELS AND 3/4 INCH CRC AS CROSS FURRINGS. REFER TO SECTIONS FOR DETAILS.
- E. LATH: TYPE AND STYLE APPROPRIATE USE. PAPER-BACKED LATH MUST BE APPROVED BY ARCHITECT PRIOR TO USE.
- EXPANDED METAL: GALVANIZED DIAMOND MESH, 3.4 LBS/SY, SELF-FURRED, COMPLYING WITH ASTM C 847 (FOR METAL FRAMING, CONCRETE AND/OR MASONRY SUBSTRATES).
- ACCESSORIES:
- FOUNDATION WEEP SCREDS: MINIMUM 26 GAGE GALVANIZED STEEL WITH A 3 1/2 INCH ATTACHMENT FLANGE. MUST BE TYPE THAT IS DESIGNED TO ALLOW MOISTURE TO WEEP OUT. INDUSTRY GENERIC NAME- #7 WEEP SCREED.
- CONTROL JOINTS: SINGLE-PIECE MINIMUM 26 GAGE GALVANIZED STEEL WITH A FLANGE DESIGNED TO ENGAGE PLASTER, GROUNDS TO PROVIDE FULL 7/8 INCH THICKNESS OF CEMENT PLASTER. INDUSTRY GENERIC NAME- XJ -15
- EXPANSION JOINT: TWO-PIECE JOINT DESIGNED TO ALLOW FOR MOVEMENT IN MULTIPLE DIRECTIONS. MADE FROM ALUMINUM OR GALVANIZED STEEL. INDUSTRY GENERIC NAME- #40 2-PIECE JOINT.
- D RIP SCREED: MINIMUM 26 GAGE GALVANIZED STEEL WITH GROUND AND HOLES TO ALLOW FOR DRAINAGE. INDUSTRY GENERIC NAME #10 DRIP
- CASING BEADS: MINIMUM 26 GAGE GALVANIZED STEEL WITH 7/8 INCH GROUNDS. EXPANDED FLANGE CASING BEADS. INDUSTRY GENERIC NAMES: MILCOR, J-MOLDOR #66.
- REVEALS: SIZE, SHAPE AND PROFILE AS DESIGNATED ON DRAWINGS.
- ALUMINUM REVEALS SHALL HAVE 4 WAY INTERSECTIONS SHALL BE FACTORY MITERED. CONTRACTOR TO USE INTERSECTION AND TERMINATION CLIPS AS SUPPLIED BY MANUFACTURER.
- APPROVED CORROSION-RESISTIVE FLASHING THAT EXTENDS TO THE SURFACE OF EXTERIOR WALL FINISH AND IS INSTALLED TO PREVENT WATER FROM RE-ENTERING THE EXTERIOR WALL ENVELOPE.
- D. ROCKCAST THIN CAST STONE VENEER:
- THIN ADHERED CALCIUM SILICATE MASONRY UNITS (THIN ADHERED CSMU) (GEORGIA): TO ASTM C73, GRADE SW; SOLID UNITS THAT HAVE BEEN PRESSURE FORMED AND AUTOCLAVED; AND THEN CUT TO [1 1/4] THICKNESS; SPECIAL SHAPES AS INDICATED; AND AS FOLLOWS:
  - MODULAR SIZE: AS SCHEDULED;
  - TEXTURE: SMOOTH FINISH ON EXPOSED FACES AND ENDS;
  - COLOR: AS SCHEDULED;FABRICATE CALCIUM SILICATE MASONRY UNITS TO THE FOLLOWING TOLERANCES:
  - UNIT LENGTH: PLUS OR MINUS 1/16"
  - UNIT HEIGHT: PLUS OR MINUS 1/16"
  - DEVIATION FROM SQUARE: PLUS OR MINUS 1/16", WITH MEASUREMENT TAKEN USING THE LONGEST EDGE AS THE BASE.
  - CUSTOM UNIT DIMENSIONS: PLUS OR MINUS 1/8"
  - COMPLY WITH ASTM C73-10, STANDARD SPECIFICATION FOR CALCIUM SILICATE FACE BRICK.
- INSTALL IN ACCORDANCE WITH CURRENT VERSIONS OF AMERICAN NATIONAL STANDARDS INSTITUTE, INC. (ANSI) 'A108 AMERICAN NATIONAL STANDARD SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE AND TCNA 'HANDBOOK FOR CERAMIC TILE INSTALLATION
- APPLIED OVER LISTED SUBSTRATES. DESIGN SUBSTRATE FOR MAX ALLOWABLE DEFLECTION OF L/600 (L/720 PREFERRED). MAX THICKNESS 3/4" FOR ROCKED FINISHES, 1-3/8" FOR SMOOTH FINISHES
- SUBSTRATE FRAMING: STEEL STUD/ CMU CEMENT BOARD
- F. ALUMINUM/METAL RAINSCREEN CLADDING
- METAL WALL PANEL MATERIAL:
- METALLIC-COATED STEEL FACE SHEET: COIL-COATED, ASTM A 755/A 755M.
- ZINC-COATED (GALVANIZED) STEEL SHEET: ASTM A 653/A 653M, G90 (CLASS Z275), STRUCTURAL STEEL QUALITY.
- BACKER BOARD: CEMENTITIOUS, WATER DURABLE, BOARD: SURFACED WITH FIBERGLAS REINFORCING MESH ON FRONT AND BACK; LONG EDGES WARPED; AND COMPLYING WITH ANSI A118.9 AND ASTM C 1325
- FASTENERS:
- HI-LO THREAD SCREWS (NO. 8) WAFER HEAD, CORROSION RESISTANT, COMPLYING WITH ASTM C 1002
- JOINT TREATMENT
- TAPE: ALKALI-RESISTANT FIBERGLASS MESH TAPE INTENDED FOR USE WITH CEMENT BOARD
- BONDING MATERIALS: LATEX-PORTLAND CEMENT MORTAR IN ACCORDANCE WITH ANSI A118.4
- INSTALLATION MATERIALS AND ACCESSORIES:
- LATICRETE AIR&WATER BARRIER: THIN, COLD APPLIED, SINGLE COMPONENT LIQUID AND LOAD BEARING, WATERPROOF MEMBRANE TO BE NON-TOXIC, NON-FLAMMABLE, AND NON-HAZARDOUS DURING STORAGE, MIXING, APPLICATION AND WHEN CURED. INSTALL IN COMPLIANCE WITH CURRENT REVISIONS OF ANSI A108 AND ANSI 108.13
- LATAPOXY WATERPROOF FLASHING MORTAR: TO BE 3 COMPONENT EPOXY, TROWEL APPLIED SPECIFICALLY DESIGNED TO BE USED UNDER ADHERED MASONRY VENEER:
- LATEX-PORTLAND CEMENT MORTAR FOR LEVELING BEDS AND SCRATCH/PLAST COATS: LATICRETE PREMIUM MORTAR BED.
- LATEX PORTLAND CEMENT MORTAR: LATICRETE HI BOND MASONRY VENEER MORTAR TO BE WEATHER, FROST, SHOCK RESISTANT, NON-FLAMMABLE.
- LATEX PORTLAND CEMENT POINTING MORTAR/GROUT: LATICRETE HI PREMIUM MASONRY POINTING MORTAR TO BE WEATHER, FROST, AND SHOCK RESISTANT. INSTALL LATEX PORTLAND CEMENT MORTAR IN COMPLIANCE WITH CURRENT REVISIONS OF ANSI A108.02 (3.11), A108.1B AND ANSI A108.5
- EXPANSION AND CONTROL JOINT SEALANT: LATICRETE LATASIL, TO BE A ONE COMPONENT, NEUTRAL CURE, EXTERIOR GRADE SILICONE SEALANT.
- SPOT BONDING EPOXY ADHESIVE: LATAPOXY 310 STONE ADHESIVE (STANDARD OR RAPID-GRADE) FOR INSTALLING ADHERED ADHERED MASONRY VENEER, BRICK AND STONE OVER VERTICAL AND OVERHEAD SURFACES SHALL BE HIGH STRENGTH, HIGH TEMPERATURE RESISTANT, NON-SAG
- E. ALUMINUM CANOPY
- REFER TO STRUCTURAL FOR STEEL FRAME DETAIL. FINISH FASCIA SHALL BE ALUMINUM SHEET W/ PROFILE PER DESIGN. IF G.C. CHOOSES A CANOPY COMPANY TO INSTALL THE CANOPY AS A SEPARATE STRUCTURE, THE CANOPY DESIGN IS SUBJECT TO ARCHITECT'S APPROVAL. CANOPY COMPANY SHALL FOLLOW STRUCTURAL REQUIREMENTS REGARDING WIND LOAD RESISTANCE CRITERIA PER CITY/COUNTY CODE.
- F. ALUMINUM/METAL RAINSCREEN CLADDING
- METAL WALL PANEL MATERIAL:
- METALLIC-COATED STEEL FACE SHEET: COIL-COATED, ASTM A 755/A 755M.
- ZINC-COATED (GALVANIZED) STEEL SHEET: ASTM A 653/A 653M, G90 (CLASS Z275), STRUCTURAL STEEL QUALITY.
- ALUMINUM-ZINC ALLOY-COATED STEEL SHEET: ASTM A 792/A 792M, CLASS A250 GRADE 50 (CLASS AZM150, GRADE 275), STRUCTURAL STEEL QUALITY.
- FACE SHEET: MINIMUM [(0.024 INCH/24 GAGE) (0.60 MM)] [(0.030 INCH/22 GAGE) (0.76 MM)] [(0.038 INCH/20 GAGE) (0.91 MM)] [(0.047 INCH/18 GAGE) (1.19 MM)] NOMINAL UNCOATED THICKNESS.
- SURFACE: SMOOTH, NON-DIRECTIONAL EMBOSSED
- ALUMINUM FACE SHEET: SMOOTH SURFACE COIL-COATED, ASTM B 209, 3003-H14 OR 5052-H32 ALLOY.
- FACE SHEET: [(0.032 INCH) (0.8 MM)] [(0.040 INCH) (1.0 MM)] [(0.050 INCH) (1.27 MM)] NOMINAL THICKNESS.
- SURFACE: SMOOTH; NON-DIRECTIONAL EMBOSSED
- METAL WALL PANEL ACCESSORIES, GENERAL
- PROVIDE COMPLETE METAL WALL PANEL ASSEMBLY INCORPORATING TRIM, COPINGS, FASCIA, PARAPET CAPS, SOFFITS, SILLS, INSIDE AND OUTSIDE CORNERS, AND MISCELLANEOUS FLASHINGS. PROVIDE MANUFACTURER'S FACTORY-FORMED CLIPS, SHIMS, FLASHINGS, GASKETS, LAP TAPES, CLOSURE STRIPS, AND CAPS FOR A COMPLETE INSTALLATION.
- EXCLUDED TRIM
- MANUFACTURER'S COMPLEMENTARY ALUMINUM EXTRUSIONS FOR HEAD, JAMB, SILL, BASE, FLUSH, REVEAL, INSIDE AND OUTSIDE CORNER, ENDWALL, AND EXPANSION JOINT DETAILS. FINISH TO MATCH METAL WALL PANELS.
- MITERED CORNERS
- STRUCTURALLY-BONDED HORIZONTAL INTERIOR AND EXTERIOR TRIMLESS CORNERS MATCHING METAL WALL PANEL MATERIAL, PROFILE, AND FACTORY-APPLIED FINISH. FABRICATED AND FINISHED BY METAL WALL PANEL MANUFACTURER. WELDED, RIVETED, FASTENED, OR FIELD-FABRICATED CORNERS DO NOT MEET THE REQUIREMENTS OF THIS SPECIFICATION.
- FORMED FLASHING AND TRIM
- MATCH MATERIAL, THICKNESS, AND COLOR OF METAL WALL PANEL FACE SHEETS.
- SEALANTS
- TYPE RECOMMENDED BY METAL WALL PANEL MANUFACTURER FOR APPLICATION, MEETING REQUIREMENTS OF DIVISION 07 SECTION "JOINT SEALANTS."
- FLASHING TAPE
- 4-INCH WIDE SELF-ADHERING BUTYL FLASHING TAPE.
- FASTENERS, GENERAL
- SELF-TAPPING SCREWS, BOLTS, NUTS, AND OTHER ACCEPTABLE FASTENERS RECOMMENDED BY PANEL MANUFACTURER. WHERE EXPOSED FASTENERS CANNOT BE AVOIDED FOR MISCELLANEOUS APPLICATIONS, SUPPLY CORROSION-RESISTANT FASTENERS WITH HEADS MATCHING COLOR OF METAL WALL PANELS BY MEANS FACTORY-APPLIED COATING.
- CONCEALED CLIPS
- GALVANIZED STEEL (0.051 INCH/16 GA) (1.29 MM) THICK, DESIGNED TO ALLOW UNIMPURED THERMAL MOVEMENT OF PANEL AND CONFIGURED TO HOLD PANEL MINIMUM (1/2 INCH) (12.7 MM) FROM SUBSTRATE.
- G. PRE-FINISHED SINGLE WYTHE MASONRY WALL:
- PRE-FINISHED CONCRETE MASONRY UNIT TO REFER TO ARCH ELEVATIONS FOR SPECIFICATION.
- ALL UNITS SHALL BE SPECIFIED AND MANUFACTURED WITH AN INTEGRAL

EXTERIOR FINISH LEGEND

| #  | DESCRIPTION  |
|----|--|
| 1  | 1" DOUBLE PANE, CLEAR TEMPERED GLASS IN ALUMINUM FRAME DARK BRONZE COLOR - REF. TO WINDOW SCHEDULE         |
| 2  | GLASS STOREFRONT DOOR. DARK BRONZE ALUMINUM FRAME REF. TO DOOR SCHEDULE                                    |
| 3  | HOLLOW METAL DOOR REF. TO DOOR SCHEDULE. PAINTED COLOR MATCH WITH WALL                                     |
| 4  | ALUMINUM CANOPY ALUMINUM FASCIA FINISH ANODIZED IN COLOR #1, DARK BRONZE COLOR                             |
| 5  | ALUMINUM LOUVER SCREEN #1, DARK BRONZE COLOR   |
| 6  | ALUMINUM LOUVER SCREEN #2, CLEAR ANODIZED ALUMINUM COLOR   |
| 7  | G.C. TO PROVIDE 5/8" FIRE RETARDANT TREATED PLYWOOD SHEATHING IN LIEU OF DENSGLASS FOR SIGNAGE AS SHOWN    |
| 8  | STORE LOGO SIGN BY OTHERS  |
| 9  | ROOF LADDER. PRIMED AND PAINTED TO MATCH WALL COLOR  |
| 10 | 12" X 24" X 1.25" ADHERED CAST STONE VENEER TYPE 1 COLOR: CREAM  |
| 11 | 12" X 24" X 1.25" ADHERED CAST STONE VENEER TYPE 2   |
| 12 | LONGBOARD SOFFIT & SIDING ALUMINUM CLADDING WOODGRAIN COLOR: ITALIAN ROSEWOOD                              |
| 13 | 1/2" STUCCO REVEAL   |
| 14 | METAL COPING PREFINISHED IN SILVER COLOR   |
| 15 | METAL COPING PREFINISHED IN PARCHMENT  |
| 16 | 7/8" STUCCO FINISH, INTEGRAL PAINT   |
| 17 | 8"x8"x16" SPIT-FACE CMU, PREFINISHED   |
| 18 | ROOF LINE BEYOND   |
| 19 | WALL PACK LIGHT  |
| 20 | SCUPPER & CONDUCTOR BOX DOWNSPOUTS PREFINISHED IN BUCKSKIN. CONNECT TO STORM LINE/SYSTEM REF TO CIVIL PLAN |
| 21 | OVERFLOW SCUPPER, PRE-FINISHED IN BUCKSKIN   |

COLOR CHART

| #1         | SHERWIN WILLIAMS - SW 7004 SNOWBOUND |  |
|------------|--------------------------------------|--|
| 2019-07-29 | 1st SUBMITTAL                        |  |
| 2020-11-18 | 2nd SUBMITTAL                        |  |

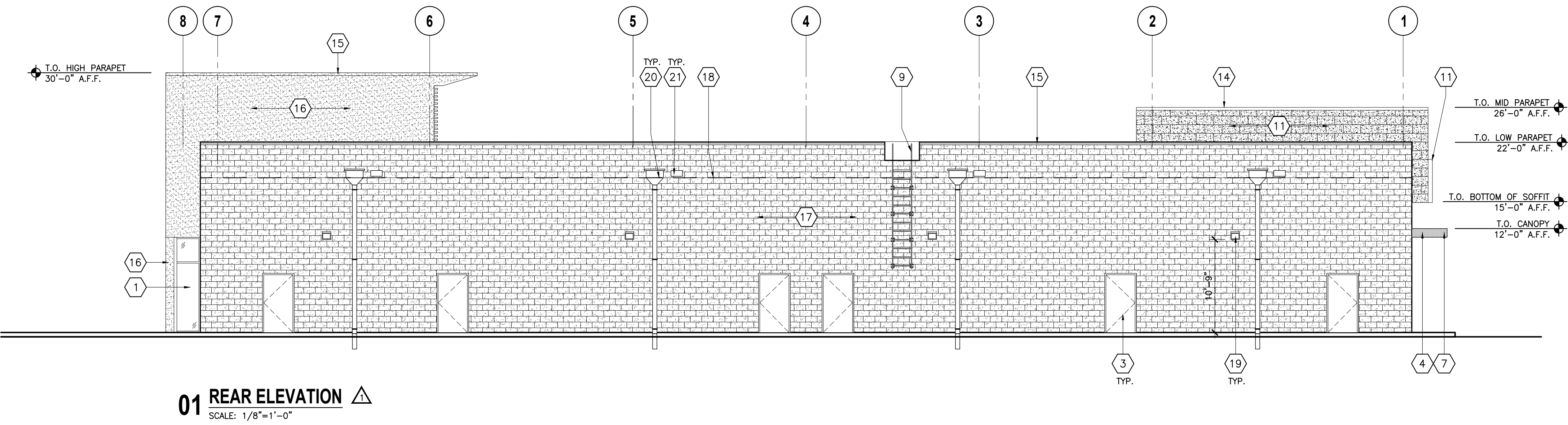
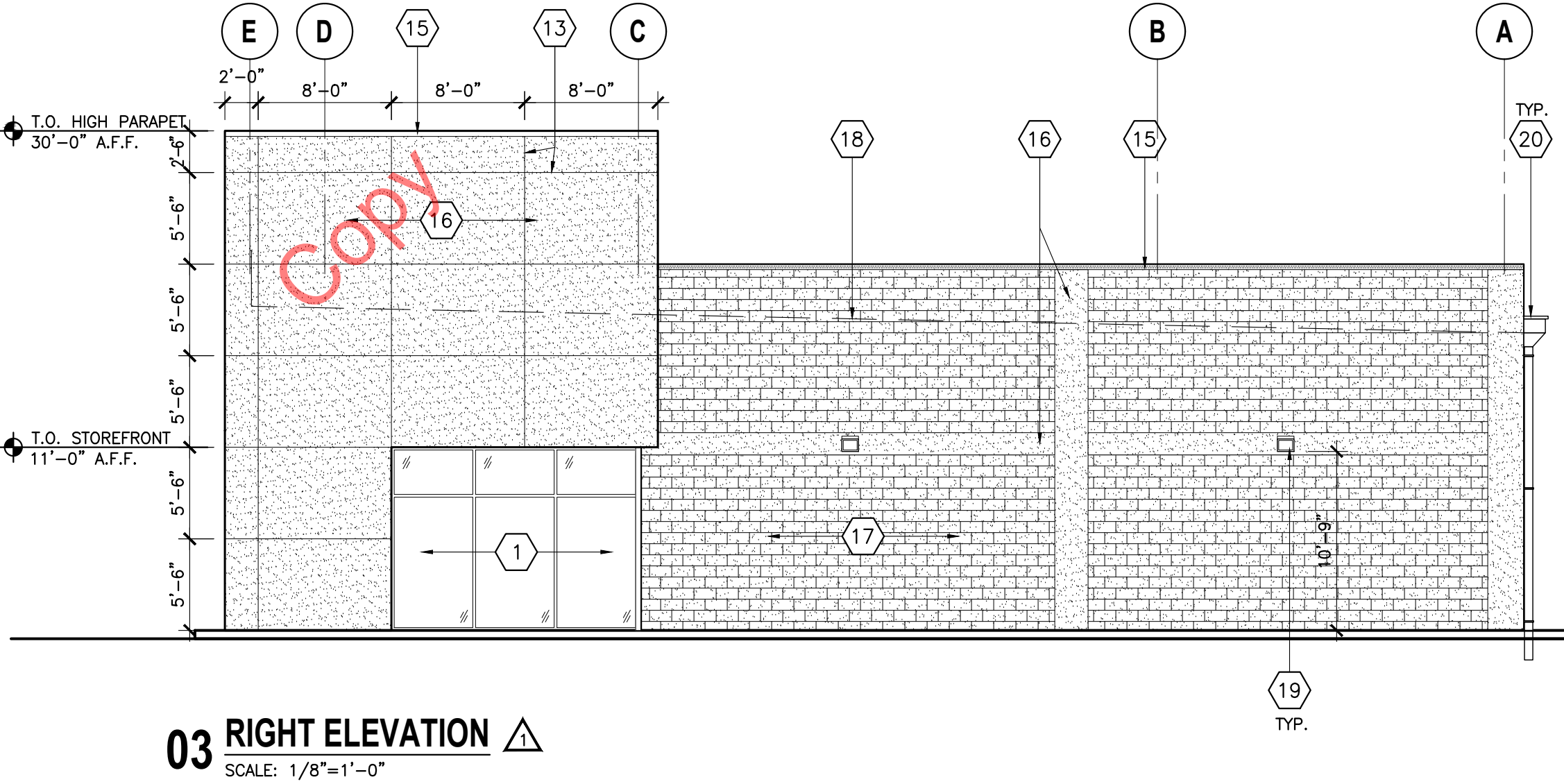
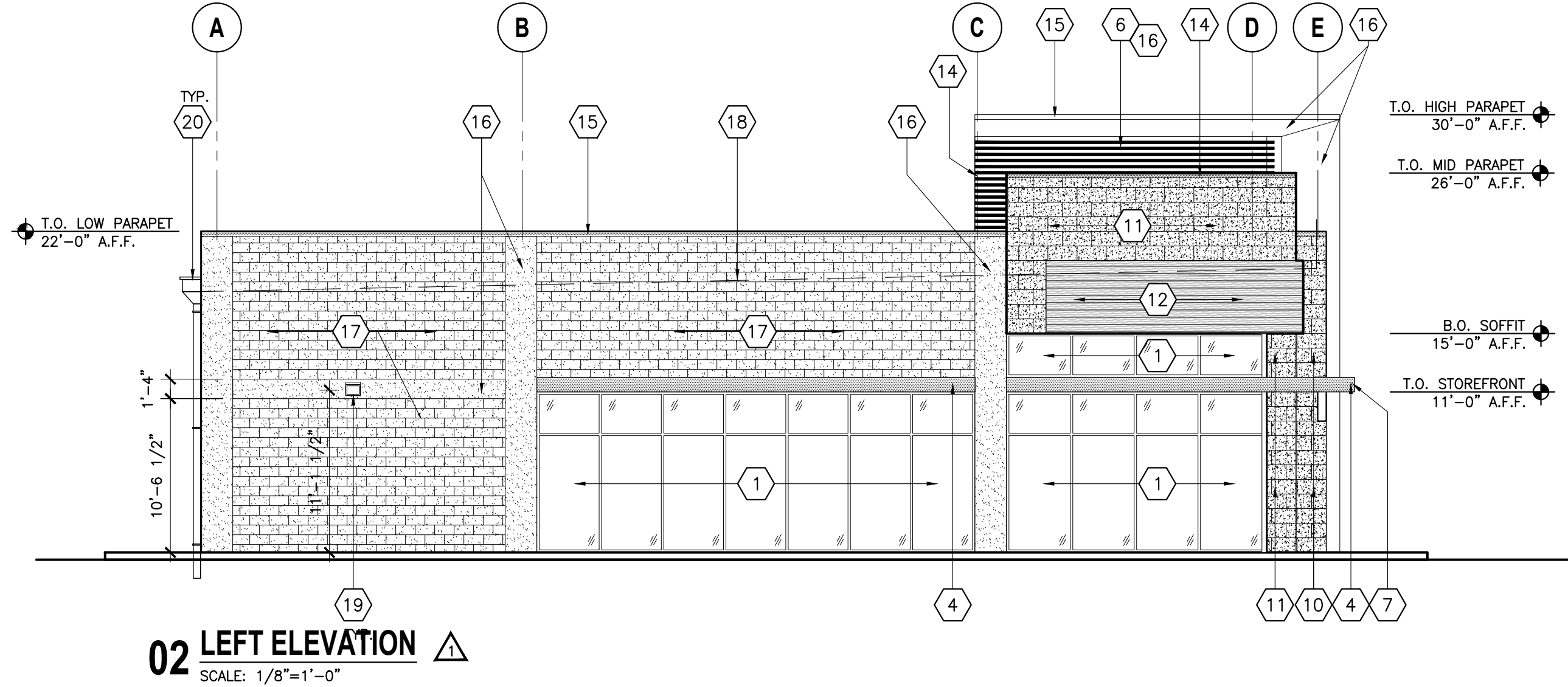
MATERIAL SPECIFICATIONS

|                   |   |
|-------------------|---|
| CMU               | 8"x8"x16" PREFINISHED SPLIT-FACE CMU. GREY BURNISHED W/ BLOCKGUARD SEALER   |
| ALUMINUM CLADDING | VERTICAL CLADDING BY MAC. ARCHITECTURAL MAC Metal Architectural - MS14 - Silver Metallic  |
| CAST STONE TYPE 1 | 12"x24"x1.25" (THK) CAST STONE PANEL BY ROCKCAST LATICRETE HI BOND ADHESIVE MORTAR TO CEMENT BACKER BOARD. REF. TO WALL SECTION DETAILS COLOR CREAM     |
| CAST STONE TYPE 2 | 12"x24"x1.25" (THK) CAST STONE PANEL BY ROCKCAST LATICRETE HI BOND ADHESIVE MORTAR TO CEMENT BACKER BOARD. REF. TO WALL SECTION DETAILS COLOR VEL BLACK |

CAST STONE ADHERED VENEER BY ACME BRICK COMPANY  
JOSH JAMES  
TEL: 281-989-2945

NOTES:

- COLOR SELECTIONS SUBJECT TO OWNER'S APPROVAL.
- ALL PAINT SHALL BE "SHERWIN WILLIAM" EXTERIOR TYPE WITH 2 COATS
- THE COLORS NEED TO BE FINALIZED WITH THE OWNER, AND THE SAMPLE BOARD SHALL BE SUBMITTED FOR APPROVAL



DOAN  
ASSOCIATES

11700 Southwest Fwy, Ste. 205  
Houston, TX 77031  
T 281 564 2200  
F 281 564 2700  
doan@doanassociates.com  
www.doanassociates.com

This Drawing is an instrument of service and is the sole property of Doan & Associates, any use of this drawing without written consent by Doan & Associates is prohibited.

The designer shall not have control or charge of and shall not be responsible for construction means, methods, deviations, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; for the acts or omissions of the contractor, subcontractors or any other persons performing ay of the work, or failure of any of them to carry out the work in accordance with the contract documents. Always use dimensions as shown. Drawings are not to be scaled.

Drawing scales as indicated are for reference only and are not intended to accurately depict actual or designed conditions. Written dimensions shall govern.

| DATE ISSUED | REMARKS       |
|-------------|---------------|
| 2019-07-29  | 1st SUBMITTAL |
| 2020-11-18  | 2nd SUBMITTAL |

STAMP



11-18-2020

PROJECT NAME

SIERRA VISTA  
PLAZA

2944 Meridiana Pkwy.  
Rosharon, Texas 77583

DRAWING TITLE

EXTERIOR ELEVATIONS

|            |            |
|------------|------------|
| PROJECT #  | 18-071     |
| SCALE      | AS SHOWN   |
| DATE       | 11/03/2018 |
| DRAWN BY   | JD         |
| CHECKED BY | JD         |
| SHEET #    |            |

A3.1

December 30, 2020

## LETTER OF RECOMMENDATION

### 2942 Meridiana Parkway

Staff received a variance request for 2942 Meridiana Parkway on December 10, 2020. The variance request is for a reduction in the transparency area of a building wall facing a public street and a variance for the location of a 71 feet build-to line measurement.

## BACKGROUND

This proposed development is to be located at 2942 Meridiana Parkway on the southwest corner of the intersection of Meridiana Parkway and Sierra Vista Boulevard. The overall tract size is 4.0639 acres. The current building is proposed at 10,300 square feet. The provided elevation indicates a second future building of approximately the same size. Strict interpretation of the transparency regulation in the Unified Development Code has been an issue in the past with standard retail building types and a variance has been granted to the CVS to allow the 65% measurement to be made as a linear distance of frontage rather than a total building face area. The build-to line regulation is applicable to all major arterials. Meridiana Parkway is unique in that it has parallel pipeline easements to the street right-of-way preventing development at the typical distance from the street. Also, a variance has been granted to CVS to allow the measurement of the build-to line to be from the pipeline easement rather than the street right-of-way. The Meridiana Parkway street right-of-way conforms with the ultimate requirement of 120 feet. Additional development along Meridiana Parkway before enactment of the UDC is also located, in most instances, farther away from the Meridiana Parkway right-of-way than the 71 feet build-to regulation.

## REVIEW

The subject tract is located within the Sierra Vista PUD. The adopted General Plan of Development indicates this first phase of 2.3 acres to be commercial and is in conformance with the adopted General Plan of Development for Sierra Vista. Single family residential is indicated in the General Plan of Development along the south and west boundaries of this site. In the City of Iowa Colony Unified Development Code, Section 3.5.3.12 Storefronts, subsection (b) Transparency indicates “each exterior wall of a commercial/retail/office building facing a public street must contain at least sixty-five (65) percent transparent material to allow visual penetration of at least three (3) feet into the building. Transparency includes stationary glass, windows, and the glass area of doors.” This development is on the corner of a street intersection so this regulation would be applicable to both the north and the east façade of the building. Proposed elevation exhibits (front elevation and left elevation) submitted with the variance application indicate a minimum of 65% of the total linear length of both the north and the east elevation individually are transparent for a height of approximately 10 to 11 feet.

In the City of Iowa Colony Unified Development Code, Section 3.5.3.1. Setback, Driveways, Sidewalks, and Parking for Commercial/Retail/Office/Industrial Use Buildings, subsection (a) (4) indicates "If both (i) property frontage is on a designated major arterial; and (ii) either (a) the tract size is two (2) acres or larger or (b) the proposed building size is greater than twenty-five thousand (25,000) square feet of Gross Leasable Area (GLA); then the front wall of the building shall be located on a build-to building setback line of seventy-one (71) feet from the ultimate right-of-way line of the street along the front of the property." The pipeline easements along Meridiana Parkway total thirty-five (35) feet in width. The proposed location of the building face will be one-hundred and six (106) feet from the Meridiana Parkway right-of-way with a remainder of seventy-one (71) feet between the pipeline easements and the building face.

#### SUMMARY AND RECOMMENDATION

The proposed development is in general conformance with the intent of the UDC regulations related to the requested variances. Granting of the variances would not be detrimental to the health, safety, and welfare of the public. STAFF RECOMMENDS THE PLANNING COMMISSION APPROVE AND RECOMMEND APPROVAL TO THE CITY OF IOWA COLONY CITY COUNCIL.

J. Kent Marsh, AICP CUD  
Staff Planner for the City of Iowa Colony

Copy



# APPLICATION FOR VARIANCE REQUEST or APPEAL

Please use this application to request a variance/appeal within the Subdivision Ordinance, Zoning Ordinance, Unified Development Code (UDC) and Sign Ordinance. An Application for Variance Request/Appeal shall be considered by Planning Commission and Planning Commission shall make a recommendation to City Council, who has the authority to grant or deny variance requests. Considerations are made at the monthly Planning Commission and City Council meetings. Refer to the [www.cityofiowacolony.com](http://www.cityofiowacolony.com) for Planning Commission and City Council scheduled meeting dates and all ordinances and development guidelines affecting the City. Provide hard copies and digital files (cd or usb drive) of application and any supporting documentation to the City Secretary. This application may be used for several requests but only one property or one section of a subdivision. The application fee for Variance Requests/Appeal is \$1,000, due at the time of submission and is non-refundable. Applications received without the required fee shall be considered incomplete.

TYPE OF VARIANCE REQUEST (SELECT ONE): ☐ ZONING ☐ UDC ☐ ZONING ORDINANCE ☐ SIGN ORDINANCE ☐ APPEAL

## APPLICANT INFORMATION:

Name of Applicant: JULIE DOAN  
Address of Applicant: 11700 SOUTH WEST FWY, STE 205 Phone: 281-564-2200  
HOUSTON, TX 77031 Email: doan@doanassociates.com  
Name of Owner: SIERRA VISTA VENTURES, LLC - CONTACT: NIZAR ALI  
Address of Owner: 800 BONAVENTURE WAY, STE 131 Phone: [REDACTED]  
SUGAR LAND, TX 77479 Email: forefundersllc@gmail.com

## PROPERTY INFORMATION:

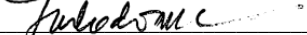
Address Of Subject Property: 2942 MERIDIANA PKWY, ROSHARON, TX 77583  
Legal Description Of Subject Property: 2942 MERIDIANA PKWY, ROSHARON, TX 77583  
Brazoria County Tax No(s): 02880011005  
Current Zoning: ALL-2 Water and Sanitary Served by: BRAZORIA COUNTY MUD 32  
Street Frontage Type (Circle One): Private ☐ or ☒ Public FIRM Map Panel Number: #48039C PANEL 0110H

**VARIANCE REQUEST/APPEAL INFORMATION:** Requestor must identify specific Chapter and Section of the Subdivision Ordinance, Zoning Ordinance, Unified Development Code or Sign Ordinance that the Variance Request applies to. If additional space is needed, please attach to this application.

List Ordinance or Code: Section 3.5.3.12 STORE FRONT  
Request and reason: Request: Glass area shall be 65% of linear feet of exterior wall facing the public street in lieu of 65% of areas of exterior wall (see attached reasons)  
List Ordinance or Code: Section 3.5.3.1. Setback  
Request and reason: Request: 71' built-to-line setback line from the easement instead of property due to the 30' pipe line easement (see attached reasons)

List of supplemental documentation provided: SITE PLAN, SURVEY, & BUILDING ELEVATIONS

Planning Commission Date Requested: 05-01-2021 City Council Date Requested: \_\_\_\_\_

Requestor Signature or Owner and Date:  12-10-2020

**FOR CITY USE ONLY:** Application Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_  
Planning Commission Date: \_\_\_\_\_ Fee Received: \_\_\_\_\_  
City Council Date: \_\_\_\_\_ Notifications Required:  
Date Approved or Denied: \_\_\_\_\_ ☐ Published Notice ☐ Posting on Property (applicant responsibility)  
☐ Personal Notice ☐ Written Notice of Decision

# DOAN & ASSOCIATES, LLC

11700 Southwest Freeway, Suite# 205. Houston, Texas 77031. Tel: (281) 564-2200 Fax: (281) 564-2700

---

DECEMBER 12 2020

Reference: SIERRA VISTA PLAZA  
2944 Meridiana Pkwy  
Rosharon, TX 77515

To whom it may concern:

This letter is to list all the reasons for the variance request:

## **Section 3.5.3.12 STORE FRONT**

*"Transparency – Each exterior wall of a commercial/retail/office building facing a public street must contain at least sixty-five (65) percent transparent material to allow visual penetration of at least three (3) feet into the building. Transparency includes stationary glass, windows, and the glass area of doors."*

**Request:** Glass area shall be 65% of linear feet of exterior wall facing the public street in lieu of 65% of areas of exterior wall on the side (see attached reasons)

**Reason:** Having the glass area to be 65% on the side for our design creates an issue where the end cap height produces a larger surface area. The glass area restricts the interior build-out from utilizing the space for programs which require all (4) wall to be enclosed or opaque such as kitchen, storage, restrooms, etc...

## **Section 3.5.3.1. BUILDING SETBACK**

**Request:** 71' built-to-line setback line from the easement instead of property due to the 30' pipe line easement (see attached reasons)

**Reasons:** Due to the 30' pipeline easement at the frontage of Meridiana Pkwy, if the building is set at 71' from the property, there would be no space for parking and traffic path way (circulation, fire lane etc.) in front of the building and the site plan will not be functional. We request to have the 71' build-to-line setback line counting from the easement line instead of the property line.

## Amendments to 2018 International Plumbing Code

The 2018 edition of the International Plumbing Code adopted in **XXXXXXXX** is hereby amended in the following respects:

- (1) *Subsection 101.1* is hereby amended to provide as follows:

101.1 Title. These regulations shall be known as the Plumbing Code of the City of Iowa Colony, Texas, hereinafter referred to as "this code."

- (2) **Section 103** is hereby deleted.

- (3) **Subsection 106.2** is hereby amended to provide as follows:

106.2 Exempt work. The following work shall be exempt from the requirement for a permit:

1. The repairing of leaks.
2. The clearing of stoppages in pipes, valves or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.
3. The replacement of lavatory or kitchen faucets.
4. The replacement of ballcocks or water control valves.
5. The replacement of garbage disposals.
6. The replacement of water closets.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

- (4) **Subsections 106.3.3 and 106.5.3** are hereby deleted.

- (5) **Subsection 106.5.7** is hereby amended to provide as follows:

**106.5.7 Previous approvals.** This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized before the effective date of this code, provided that such construction has not been abandoned.

- (6) **Subsections 106.6.2 and 106.6.3** are hereby deleted.

- (7) **Subsections 108.2, and 108.3** are hereby deleted.

- (8) **Subsection 108.4** is hereby amended to provide as follows:

**108.4 Violation Penalties.** Any person who violates any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day during which said violation shall exist or occur shall constitute a separate offense.

- (9) **Subsection 108.5** is hereby amended to provide as follows:

**108.5 Stop Work Orders.** Upon notice from the code official, work on any plumbing system that is being performed contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with

a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine.

(10) **Section 109** is hereby deleted.

(11) **Section 305.1** Protection against contact is hereby amended to provide the following:

**305.1 Protection against contact.** In addition to the written section, all plastic pipe in contact with concrete or cinder walls and floors or other masonry (for example, brick) shall be wrapped with an 8 mil (0.008 inch) (0.203 mm) minimum thickness or an approved sleeving material used for that type of application. The use of tar, mastic or similar material is **prohibited**.

(12) **Subsection 305.4.1** is hereby amended to provide as follows:

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be installed not less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 12 inches (305 mm) below grade.

(13) **Subsection 903.1** is hereby amended to provide as follows:

**903.1 Roof extension.** Open vent pipes that extend through a roof shall be terminated at least six inches (152 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than seven feet (2,134 mm) above the roof.

( [Ord. No. XXXXXXXX](#) )

Copy



# IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.  
Iowa Colony, Texas 77583

Aaron I. Bell  
Chief of Police

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

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## LETTER OF RECOMMENDATION

January 19, 2021

The police department has received several “loud music” complaints over the past few months. The law that regulates this type of complaint is Title 9 Chapter 42 of the Texas Penal Code titled Disorderly Conduct. This statute states *“that a person commits an offense if he intentionally or knowing makes an unreasonable noise in a public place other than a sport shooting range, or in or near a private residence that he has not right to occupy. That section also states that a noise is presumed to be unreasonable if the noise exceeds a decibel level of 85 after the person making the noise receives notice from a peace officer that the noise is a public nuisance”*. The Disorderly Conduct law alone limits our ability to regulate and/or enforce the “loud music” calls for service that we receive.

The proposed ordinance would reduce the maximum decibel to 65 and making it unlawful for a person to do make, assist in making, permit, continue, cause to be made or permit the continuance of the following:

- Exceed the maximum permitted sound level or;
- Unreasonably disturbs, injure or endanger the comfort, repose, health, peace or safety of others

Staff recommends the passage of this ordinance. The passing of this ordinance would ensure officers have an additional method to enforce noise complaints.

Aaron I. Bell  
Chief of Police



## APPLICATION FOR VARIANCE REQUEST or APPEAL

12003 IOWA COLONY BLVD., IOWA COLONY, TEXAS 77583 | PHONE: 281-369-2471 | FAX: 281-369-0005 | [WWW.CITYOFIOWACOLONY.COM](http://WWW.CITYOFIOWACOLONY.COM)

Please use this application to request a variance/appeal within the Subdivision Ordinance, Zoning Ordinance, Unified Development Code (UDC) and Sign Ordinance. An Application for Variance Request/Appeal shall be considered by Planning Commission and Planning Commission shall make a recommendation to City Council, who has the authority to grant or deny variance requests. Considerations are made at the monthly Planning Commission and City Council meetings. Refer to the [www.cityofiowacolony.com](http://www.cityofiowacolony.com) for Planning Commission and City Council scheduled meeting dates and all ordinances and development guidelines affecting the City. Provide hard copies and digital files (cd or flash drive) of application and any supporting documentation to the City Secretary. This application may be used for several requests but only one property or one section of a subdivision. The application fee for Variance Requests/Appeal is \$1,000, due at the time of submission and is non-refundable. Applications received without the required fee shall be considered incomplete.

TYPE OF VARIANCE REQUEST (SELECT ONE): ☐ ZONING ☐ UDC ☒ ZONING ORDINANCE ☐ SIGN ORDINANCE ☐ APPEAL

### APPLICANT INFORMATION:

Name of Applicant: George Willett  
Address of Applicant: 1207 Antoine Dr. Phone: 713-961-0280  
Houston Tx 77055 Email: gwillett@mscdevelopment.com  
Name of Owner: LASCO ENTERPRISES LLC.  
Address of Owner: 1207 Antoine Dr Phone: 713-961-0280  
Houston TX 77055 Email: \_\_\_\_\_

### PROPERTY INFORMATION:

Address Of Subject Property: Address Not Yet assigned  
Legal Description Of Subject Property: NE corner of SH 288 + Meridiana Parkway + Saber Power LN  
Brazoria County Tax No(s): \_\_\_\_\_  
Current Zoning: C Meridian PUD Water and Sanitary Served by: MUD #5  
Street Frontage Type (Circle One): Private or Public FIRM Map Panel Number: \_\_\_\_\_

**VARIANCE REQUEST/APPEAL INFORMATION:** Requestor must identify specific Chapter and Section of the Subdivision Ordinance, Zoning Ordinance, Unified Development Code or Sign Ordinance that the Variance Request applies to. If additional space is needed, please attach to this application.

List Ordinance or Code: #2006-15  
Request and reason: 24hr sales for C-store

List Ordinance or Code: \_\_\_\_\_  
Request and reason: \_\_\_\_\_

List of supplemental documentation provided: Site Plan

Planning Commission Date Requested: \_\_\_\_\_ City Council Date Requested: \_\_\_\_\_

Requestor Signature or Owner and Date: George Willett 10/27/20

**FOR CITY USE ONLY:** Application Received By: \_\_\_\_\_

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

Planning Commission Date: \_\_\_\_\_

Fee Received: \_\_\_\_\_

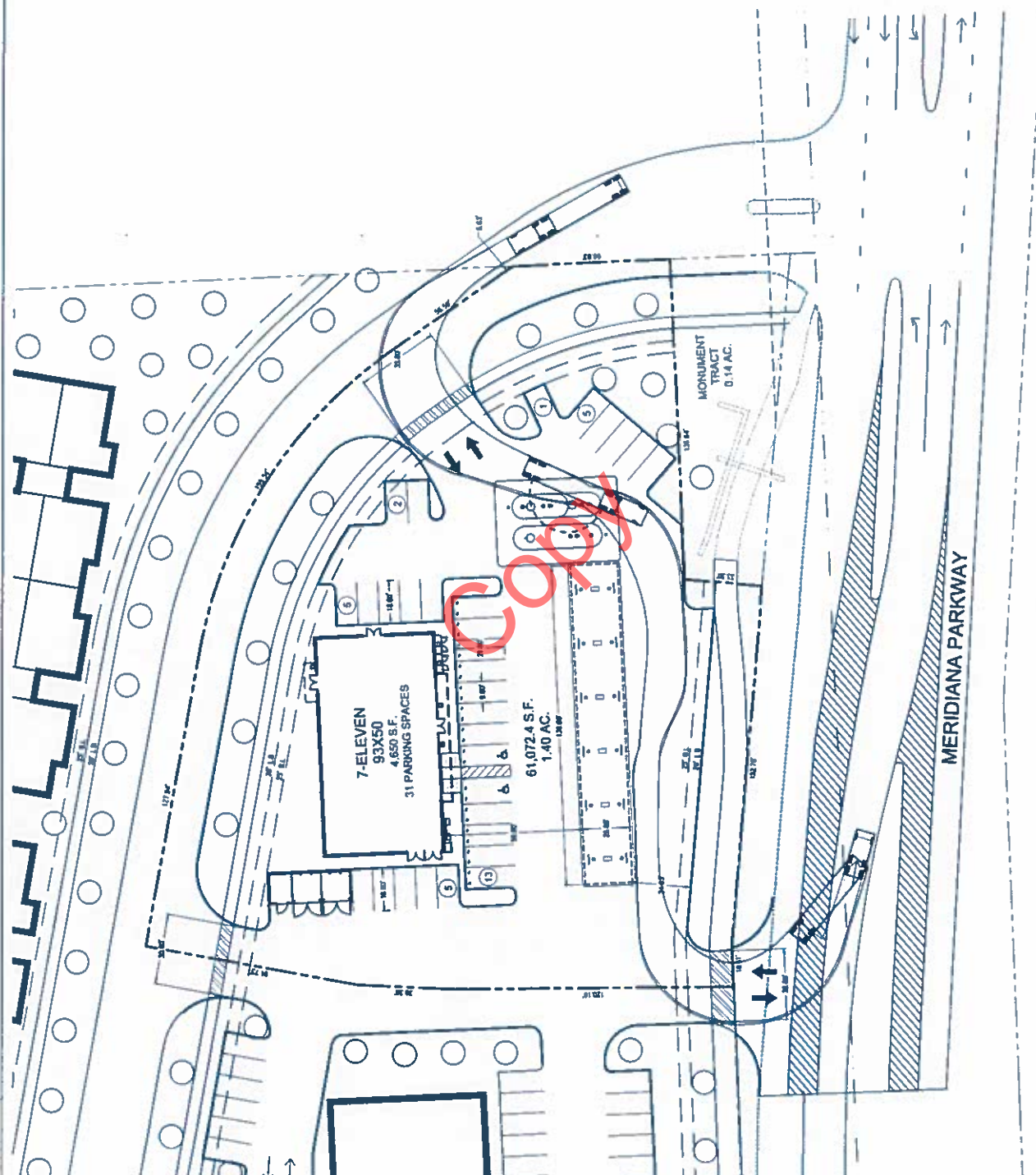
City Council Date: \_\_\_\_\_

Notifications Required: ☐ Published Notice ☐ Public Hearing

Date Approved or Denied: \_\_\_\_\_

☐ Posting on Property (applicant responsibility) ☐ Personal Notice

☐ Written Notice of Decision

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SH 288

MERIDIANA PKWY



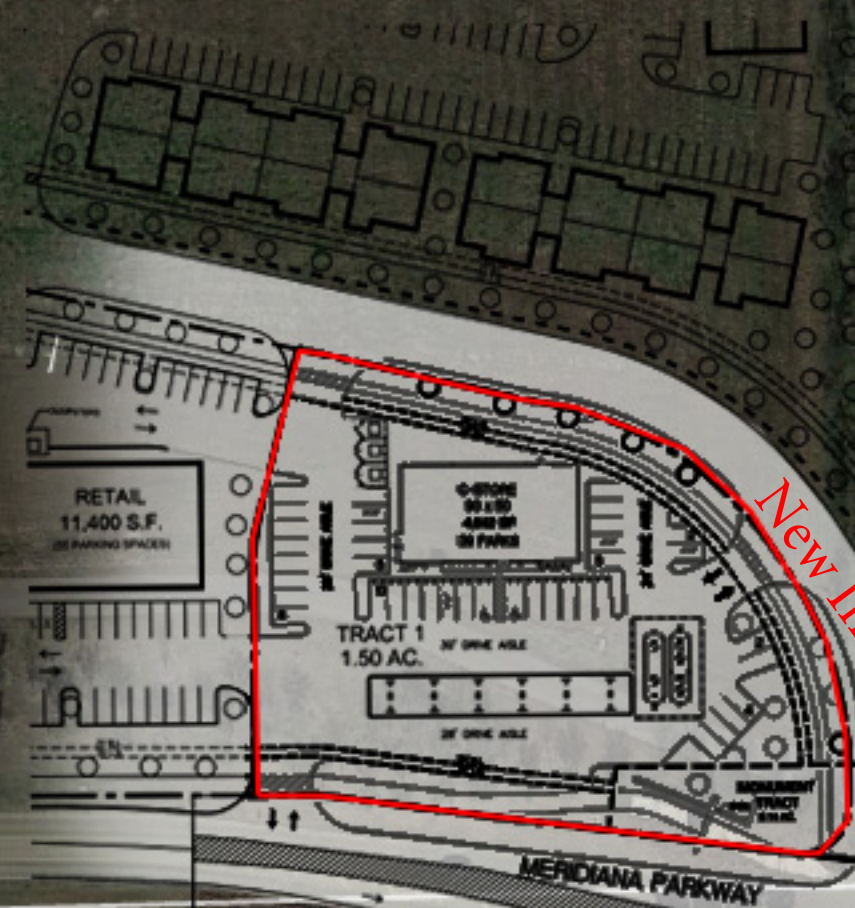
SH 288



MERIDIANA PKWY

Road to be abandoned

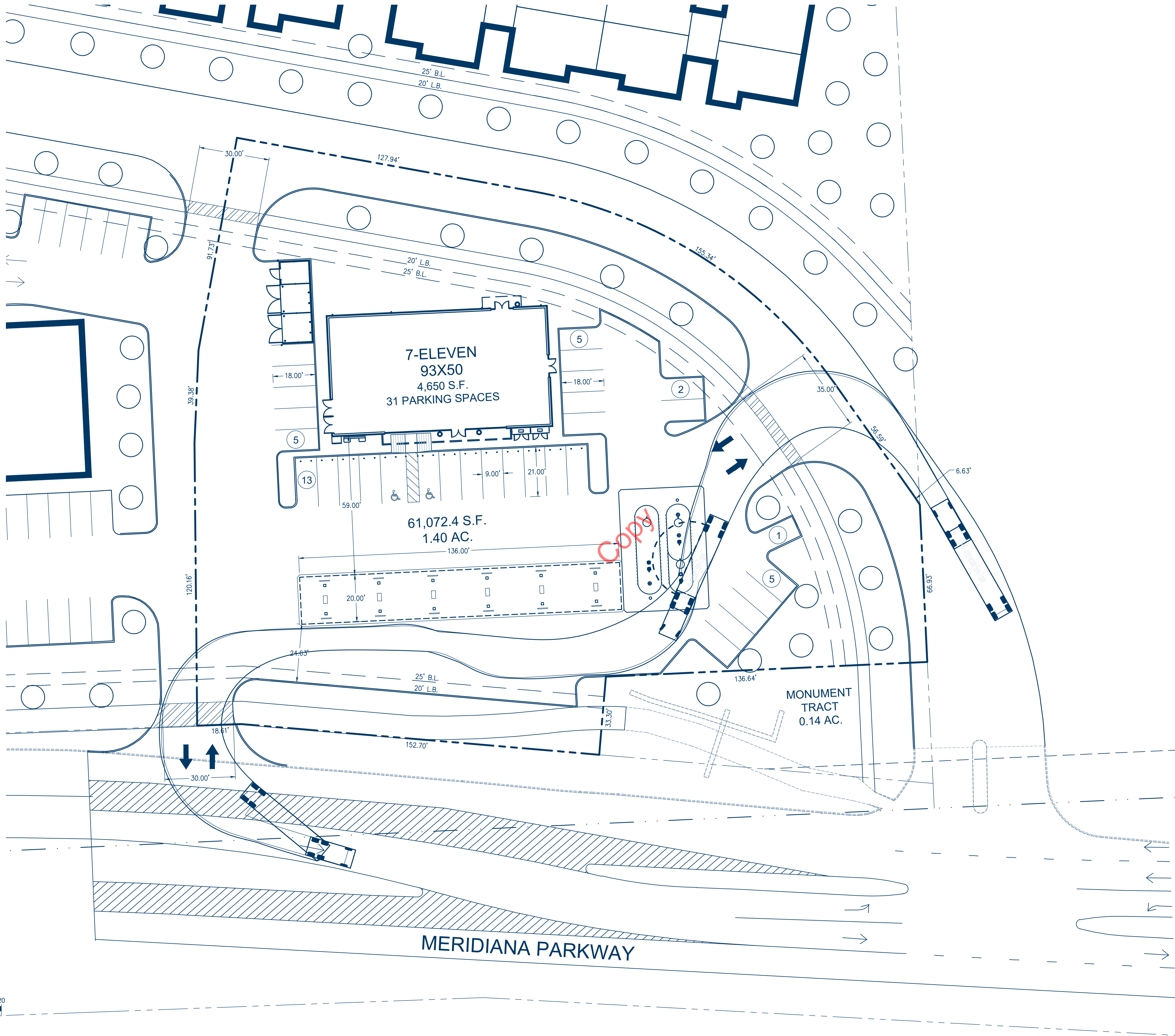
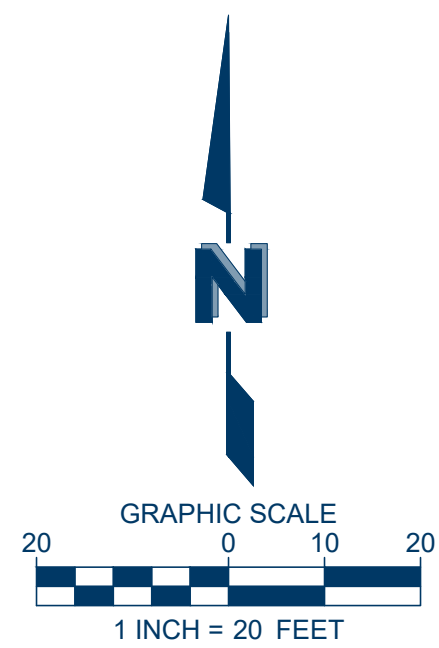
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New Interior Road

56

Drawing name: L:\SITE PLAN REQUEST\Meridiana Pkwy & Sh. 288, Rosharon, TX Meridiana Pkwy & Sh. 288, Rosharon, TX - CSP1.dwg Oct 08, 2020 - 9:47am



| CONCEPTUAL SITE PLAN |      | REVISION DESCRIPTION |   | BY          |
|----------------------|------|----------------------|---|-------------|
| SHEET                | CSP1 | #                    | DATE  |             |
|                      |      | 1                    | 10/08/2020  | 9:47 am     |
|                      |      | project no.          | date  | drawn by    |
|                      |      | dwg.                 | Meridiana Pkwy & Sh. 288, Rosharon, TX - CSP1.dwg | approved by |



# APPLICATION FOR VARIANCE REQUEST or APPEAL

12003 IOWA COLONY BLVD., IOWA COLONY, TEXAS 77583 | PHONE: 281-369-2471 | FAX: 281-369-0005 | [WWW.CITYOFIOWACOLONY.COM](http://WWW.CITYOFIOWACOLONY.COM)

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TYPE OF VARIANCE REQUEST (SELECT ONE): ☐ ZONING ☐ UDC ☒ ZONING ORDINANCE ☐ SIGN ORDINANCE ☐ APPEAL

## APPLICANT INFORMATION:

Name of Applicant: George Willett  
Address of Applicant: 1207 ANTOINE DR. Phone: 713-961-0280  
HOUSTON TX 77055 Email: gwillett@hscdevelopment.com  
Name of Owner: LASCO ENTERPRISES LLC.  
Address of Owner: 1207 ANTOINE DR Phone: 713-961-0280  
HOUSTON TX 77055 Email: \_\_\_\_\_

## PROPERTY INFORMATION:

Address Of Subject Property: Address Not Yet assigned  
Legal Description Of Subject Property: NE corner of SH 288 + Meridiana Parkway + Sabers Power LN  
Brazoria County Tax No(s): \_\_\_\_\_  
Current Zoning: C Meridiana PUD Water and Sanitary Serviced by: MUD #5  
Street Frontage Type (Circle One): Private or Public FIRM Map Panel Number: \_\_\_\_\_

**VARIANCE REQUEST/APPEAL INFORMATION:** Requestor must identify specific Chapter and Section of the Subdivision Ordinance, Zoning Ordinance, Unified Development Code or Sign Ordinance that the Variance Request applies to. If additional space is needed, please attach to this application.

List Ordinance or Code: #2006-15  
Request and reason: 24 hr SABS for C-STORE

List Ordinance or Code: \_\_\_\_\_  
Request and reason: \_\_\_\_\_

List of supplemental documentation provided: Site Plan

Planning Commission Date Requested: \_\_\_\_\_ City Council Date Requested: \_\_\_\_\_

Requestor Signature or Owner and Date: George Willett 10/27/20

**FOR CITY USE ONLY:** Application Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_  
Planning Commission Date: \_\_\_\_\_ Fee Received: \_\_\_\_\_  
City Council Date: \_\_\_\_\_ Notifications Required: ☐ Published Notice ☐ Public Hearing  
Date Approved or Denied: \_\_\_\_\_ ☐ Posting on Property (applicant responsibility) ☐ Personal Notice  
☐ Written Notice of Decision



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 21st day of December, 2020, the City Council of the City of Iowa Colony, Texas, held a Work Session at 6:00 P.M. and a Public Meeting at 7:00 P.M. at the regular meeting place thereof in the City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen  
Councilwoman Sydney Hargroder  
Councilwoman Arnetta Murray  
Councilwoman Robin Bradbery  
Councilman Chad Wilsey

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

#### **WORKSESSION- 6:00 P.M.**

1. Mayor Byrum-Bratsen called the work session to order at 6:03 P.M.
2. Discussion between the City Council and Staff of proposed rules of procedure.
3. Reception for Susan Cottrell. Mayor Byrum-Bratsen presented Susan Cottrell with a plaque in appreciation for her years of service on the Iowa Colony City Council.
4. The work session was adjourned.

#### **REGULAR MEETING – 7:00 P.M.**

1. Mayor Byrum- Bratsen called the meeting to order.
2. Pledge of Allegiance and Texas Pledge were recited.
- 3 Citizens Comments and Presentations.
  - Timothy Varlack – wished everyone happy holiday season. Mr. Varlack stated that he noticed an item on the agenda regarding food trucks stating they must demonstrate they are not behind on state, federal or local taxes. He would like for Council to consider a threshold. He also discussed a recent fatality that occurred on Meridiana Parkway. He wants Council to consider drafting a letter to the developer to have better crosswalk markings, better lighting, and request they have better amenities for children on both sides of the road so children don't have to cross the busy roadway. Last, he mentioned he would like the city to designate a specific location for fireworks in a congregate site

where they can operate in a safe environment. The staff responded that they will look into it.

- Sheila Coogan stated that her mother and father invested in property in 1969 at CR 48 and CR 56. At one time Intercontinental Airport was earmarked for this south area. They have owned and paid taxes. They did not want to abandon one of their road frontages. CR 48 is closed with a cul-de-sac and she believes it is being illegally closed. She said they don't understand why it is being abandoned without consent. They did not agree to the closing of the road. City Staff mentioned they will discuss this with them.

4. Mayor's comments or reports. Mayor Byrum-Bratsen wished everyone a Merry Christmas and Happy New Year. He asked that everyone continue to practice social distancing. He also asked Dinh Ho, the City Engineer to reach out to TXDOT to update the signage regarding the entity on Highway 288.

5. Council comments or reports.

- Councilwoman Hargroder gave thanks to the voters for electing her. She thanked her husband and support system, Jeremy with public works, and the city staff for everything they do.
- Councilwoman Murray wished everyone a Merry Christmas and Happy New Year.
- Councilwoman Bradbery wished everyone a Merry Christmas.
- Councilwoman Smajstrla was absent.
- Councilman Wilsey inquired about the mapping for postal deliveries to the City Secretary. Kayleen responded that she has reached out to the postal service in Houston and Google maps will need to update their system.

6. Staff Reports.

- A. City Manager
- B. City Engineer
- C. Police Department
- D. Building Official/Fire Marshal stated that he is currently working on other code amendments and updates.
- E. City Secretary gave the filing dates for an application for a place on the ballot. The first day to file an application is January 13<sup>th</sup> and the deadline is February 12<sup>th</sup> by 5:00 pm. The positions are for Mayor, Position 3 (for a one-year transitional term), Position 4, and Position 5. All others are two-year terms.
- F. Senior Accountant
- G. Public Works

7. Consideration and possible action regarding the COVID-19 emergency. Chief Bell gave a report on COVID. There was a testing site set up at Legacy Field. They tested 123 people. Chief Bell stated that at the Council meeting in November the number of positive cases reported in the city was twenty-one. At this meeting they are reporting seventy-eight residents with COVID. The department of Health Services stated they have met the emergency thresholds for hospitals. As a paramedic the Mayor reported that they have almost exclusively been running COVID calls. No action was taken.

8. Consideration and possible action to approve the City sponsoring a Dr. Martin Luther King Day event at the Iowa Colony City Park. Councilwoman Bradbery made a motion to approve the

MLK event at the city park. Seconded by Councilman Wilsey. Approved unanimously with Councilwoman Smajstrla absent.

9. Consideration and possible action to approve a resolution opposing the location of the Ready-Mix Concrete Batch Plant. Councilwoman Hargroder moved to approve the resolution opposing the location of the Ready-Mix Concrete Batch Plant. Seconded by Councilwoman Murray. Approved unanimously.

10. Consideration and possible action to approve an ordinance on second and final reading to canvas and approve the results of the Charter Election. Councilwoman Hargroder moved to approve an ordinance on second and final reading to canvas the results of the charter election. Seconded by Councilwoman Murray. Approved unanimously.

11. Consideration and possible action to adopt the following ordinances on second and final reading.

- An ordinance creating the Office of the Fire Marshal
- An ordinance confirming the office of the Building Official

Councilwoman Murray moved to approve the ordinance creating the Office of the Fire Marshal and an ordinance confirming the Office of the Building Official. Seconded by Councilwoman Bradbery. Approved unanimously.

12. Consideration and possible action to appoint Albert Cantu as the Fire Marshal and appoint Albert Cantu as the Building Official. Councilwoman Murray moved to appoint Albert Cantu as the Fire Marshal and Building Official. Seconded by Councilwoman Hargroder. Approved unanimously.

13. Consideration and possible action to approve an ordinance on first reading establishing a Zoning Board of Adjustments and Appeals. Councilwoman Bradbery moved to approve the ordinance establishing a ZBOA on the first reading. Seconded by Councilwoman Murray. Approved unanimously.

14. Consideration and possible action to approve an ordinance on first reading establishing a Building Codes Board Adjustments and Appeals. No action as requested by the City Attorney.

15. Consideration and possible action to approve an ordinance on first reading adopting the International Fire Code, 2018 Edition, and Appendices B, C, D, E, F, and G thereto, As published by the International Code Council, Inc. with certain amendments. Councilman Wilsey moved to approve the ordinance on first reading. Seconded by Councilwoman Bradbery. Approved unanimously.

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

17. Consideration and possible action to approve an ordinance on first reading establishing a permitting process for food truck vendors. Councilwoman Bradbery made a motion to approve

the ordinance for food truck permitting. Seconded by Councilwoman Hargroder. Discussion between Council and Staff to:

- Either remove the section entirely or reword section to give a threshold for being late on taxes. (Sales tax is paid to where their DBA is.) – Policy question – what should the threshold be? How long – two years. How do we actually regulate it?
- Amend the section prohibiting sale of nonfood items. Allow sale of small items that pertain to their branded business, no displays outside the unit. Up to Ninety percent of all sales should be food. **Omit this section entirely.**

Approved unanimously on first reading. Bring back to Council the two items mentioned above for consideration.

18. Consideration and possible action to approve an ordinance on first reading amending the FY 21 city budget. Councilwoman Hargroder to approve the ordinance on first reading. Seconded by Councilwoman Bradbery. Approved unanimously.

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

A. Approval of Minutes of the following meetings.

- November 16, 2020 - Regular Meeting

B. Approval of the following Plats as recommended by the Planning Commission.

- Replat of Lots 20 and 21, Block 1 of Dalton Investment Industrial Complex on 288.

C. Approve the following Infrastructure Approvals/Acceptances

- Meridiana Detention Basin 1A-1 to serve Meridiana Commercial Site-Approval into One Year Maintenance Period.
- Outfall Structures at West Fork of Chocolate Bayou to serve Meridiana – Approval into the One-Year Maintenance Period.
- Meridiana Section 39B Paving- Acceptance into One-Year Maintenance Period for the portion only within the City of Iowa Colony city limits only.

D. Consider approval of a revised Traffic Signal Participation agreement with Land Tejas.

E. Approval of a resolution authorizing participation in the Texas Smart Buy Program.

## **EXECUTIVE SESSION- 8:01 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
- Planning and Zoning Commission Members

- Zoning Board of Adjustments and Appeals Members
- Building Codes Board of Adjustment and Appeals Members
- District Boundaries Commission Members
- Parks and Recreation Committee Members

**RETURN TO OPEN SESSION- 8:59 P.M.**

20. Consideration and possible action regarding the sale of public safety site in Sterling Lakes to MUD 31. Councilwoman Murray made a motion to approve the following amendments to the contract. The sales price shall be paid in cash at the closing and shall be the larger of \$250,000.00 or the appraised value of the property, the contract date to be February 8, 2021, twenty-eight days to provide a survey. Seconded by Councilwoman Bradbery. Approved unanimously.

21. Consideration and possible action to appoint members of the Planning and Zoning Commission. Councilwoman Hargroder moved to approve appointing the current Planning Commission members to be the Planning and Zoning Commission and expand the membership from the current five members to seven members. Seconded by Councilwoman Bradbery. Approved unanimously.

22. Consideration and possible action to appoint members to the District Boundaries Commission. No action taken.

23. Consideration and possible action to appoint members to the Parks and Recreation Committee in light of resignations of original members. No action taken.

24. The meeting was adjourned at 9:04 P.M. by a unanimous vote.

APPROVED THIS 25th DAY OF JANUARY, 2021

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Kayleen Rosser, City Secretary

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Michael Byrum-Bratsen, Mayor

**RESOLUTION # \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS,  
AUTHORIZING THE IOWA COLONY POLICE DEPARTMENT TO  
APPLY FOR A RIFLE-RESISTANT BODY ARMOR GRANT FROM  
THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE,  
CRIMINAL JUSTICE DIVISION.**

**WHEREAS**, the City Council of the City of Iowa Colony, Texas finds it in the best interest of the citizens of Iowa Colony, Texas that the Iowa Colony Police Department seek funds for the purchase of rifle-resistant body armor plates and carriers; and

**WHEREAS**, the City Council of the City of Iowa Colony, Texas further finds that is in the best interests of the City to agree to abide by terms and conditions of the Criminal Justice Division grant program; and

**WHEREAS**, the City Council of the City of Iowa Colony, Texas agrees that in the event of any loss or misuse of the grant funds provided pursuant to the Rifle Resistant Body Armor Grant Program, the City of Iowa Colony assures that such funds will be returned to the Office of the Governor, Public Safety Office, Criminal Justice Division; and

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Iowa Colony, Texas authorizes the Iowa Colony Police Department to take actions necessary to apply for, accept, implement, and otherwise manage the Rifle Resistant Body Armor Grant Program and designate the Chief of Police as the grant's authorized official.

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
MICHAEL BYRUM-BRATSEN,  
Mayor, City of Iowa Colony, Texas

Attest:

\_\_\_\_\_  
KAYLEEN ROSSER  
City Secretary, City of Iowa Colony, Texas



ENGINEERING THE FUTURE  
SINCE 1936

TBPE No. F-726

10011 Meadowglen Ln.  
Houston, Texas 77042  
713.784.4500  
EHRAinc.com

---

**To:** City of Iowa Colony City Engineer  
Attn: Dinh Ho  
**From:** Brad Sweitzer  
**Date:** January 6, 2021  
**Subject:** Meridiana Commercial Reserve No. 1 City Council Agenda Request

---

On behalf of GR-M1, Ltd., I am hereby requesting that the plat known as "**Meridiana Commercial Reserve No. 1**" be placed on the January 25, 2021 City Council agenda for early plat recording.

All items needed to comply with the City of Iowa Colony early plat recording ordinance (O-2018-30) will be provided in conjunction with this letter.

Please let me know if you have any questions or need anything else.

Thank you,

Brad Sweitzer, PLA, AICP  
Senior Planner  
713-337-7493  
bsweitzer@ehrainc.com

Copy

Technical Specifications and Contract Documents  
For The Construction Of:

**WATER DISTRIBUTION, WASTEWATER COLLECTION,  
STORM WATER FACILITIES AND PAVING TO SERVE  
MERIDIANA COMMERCIAL, SECTION SIXTY EIGHT  
081-011-68-01 DST (J) / ROAD (L)**

A Project for:  
**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

Sealed by:



10011 Meadowglen Ln.  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300

**AUGUST 2020**

# 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:  
2020-671306

Date Filed:  
09/24/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Triple B Services, LLP  
Huffman, 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. 55

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.

081-011-68-01 DST (J)/ROAD(L)

Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Burke, Kevin             | Huffman, TX United States                | X                                     |              |
|   | Burke, Keith             | Huffman, TX United States                | X                                     |              |
|   | Burke, Charles           | Huffman, TX United States                | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Donna Burke, and my date of birth is November 16, 1968.

My address is 820 Old Atascocita Road, Huffman, TX, 77336, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 24th day of September, 20 20.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



TBPE No. F-726  
TBPLS No. 10092300

**Brazoria County  
Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana Commercial, Section Sixty Eight**

**ADDENDUM NO. TWO**

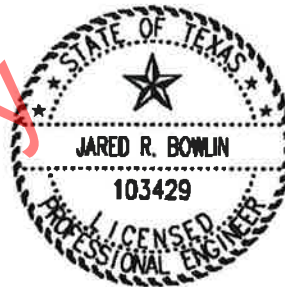
September 22, 2020

**1. Reference to Bid Proposal:**

Replace the Bid Proposal with the following revised Bid Proposal, dated September 22, 2020 marked Addendum No. Two.

Storm Water Collection System

Bid item 29 has been revised.



DocuSigned by:

*Jared Bowlin*

0DEEAEB89ACC4EF...

9/22/2020 | 5:28:58 PM CDT

Please be reminded that all bids are to be submitted to the office of the Engineer for the District, **EHRA, 10011 Meadowglen Lane**, Houston, Texas by 3:30 p.m., Thursday, September 24, 2020.

EHRA

Master Specifications

Bid Proposal

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

Bid of \_\_\_\_\_, an individual proprietorship/a corporation organized and existing under laws of the State of Texas/a partnership consisting of \_\_\_\_\_, for construction of:

**Brazoria County Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana Commercial, Section Sixty Eight**

To: **Brazoria County Municipal Utility District No. 55**

Gentlemen:

The undersigned bidder has carefully examined the Instruction to Bidders, this bid, the form on Contract and its General and Special Conditions, the Technical Specifications, and the Plans for the work herein above described and referred to in the "Invitation to Bid", and also the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as provided by the Special Conditions of the Contract, the Technical Specifications and shown on the plans, and binds himself on acceptance of his bid to execute a Contract, bonds and insurance, according to the prescribed forms, for performing and completing the said work within the time stated, and for maintaining same as required for the following prices:

If awarded the Contract, I/we will execute Contract on the Standard Forms of Agreement and furnish satisfactory insurance certificate and satisfactory performance and payment bonds in accordance with the Bid Documents.

Bidder acknowledges receipt of the following addendum(s):

No. 1: \_\_\_\_\_ No. 2: \_\_\_\_\_ No. 3: \_\_\_\_\_ No. 4: \_\_\_\_\_ No. 5: \_\_\_\_\_ No. 6: \_\_\_\_\_

\_\_\_\_\_  
(Bidder-Company Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

It is understood that the Contractor is subject to a deduction from payments due him if the work is not completed within the specified number of calendar days. This deduction will be based on the schedule included in the "Special Conditions of the Agreement" which is a part of the Bid and Contract Documents.

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**SITE PREPARATION**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|--|------|----------|------------|----------|
| 1.   | Stripping and Site Preparation for All Areas to Receive Fill if and only if, Organics and Deleterious Materials are Present to a Minimum Depth of 6-Inches Below Natural Ground Prior to the Excavation, Placement and Grading of Any Fill Material (all strippings are to be evenly placed and graded on the filled and graded areas; area has already been filled, and this item will be used only as directed and authorized, in writing, by the Engineer, if required) | AC   | 18       | \$ _____   | \$ _____ |

**TOTAL SITE PREPARATION:**

\$ \_\_\_\_\_

Copy

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**WATER DISTRIBUTION SYSTEM**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|---|------|----------|------------|----------|
| 2.   | 8-Inch AWWA C-900 PVC Pipe (furnish and install, including thrust blocking and appurtenances with standard bedding and backfill complete in place.) | LF   | 1,096    | \$ _____   | \$ _____ |
| 3.   | 6-Inch Gate Valve and Box (furnish and install, complete in place)  | EA   | 3        | \$ _____   | \$ _____ |
| 4.   | 8-Inch Gate Valve and Box (furnish and install, complete in place)  | EA   | 1        | \$ _____   | \$ _____ |
| 5.   | Standard Fire Hydrant (furnish and install, complete in place)  | EA   | 3        | \$ _____   | \$ _____ |
| 6.   | 6-Inch, AWWA C-900, PVC Fire Hydrant Lead, (furnish and install, thrust blocking, all depths, complete in place)                                    | LF   | 30       | \$ _____   | \$ _____ |
| 7.   | 2-Inch Blow-Off Valve with Box Including Check Valve (furnish and install per standard City details, complete in place)                             | EA   | 1        | \$ _____   | \$ _____ |
| 8.   | 8-Inch Plug and Clamp (furnish and install, complete in place)  | EA   | 1        | \$ _____   | \$ _____ |
| 9.   | 12-Inch x 8-Inch Tapping Sleeve with Valve (complete in place)  | EA   | 1        | \$ _____   | \$ _____ |
| 10.  | Ductile Iron Fittings (furnish and install, complete in place)  | TONS | 0.15     | \$ _____   | \$ _____ |
| 11.  | Remove and Dispose Existing Fire Hydrant (complete in place)  | EA   | 1        | \$ _____   | \$ _____ |
| 12.  | Standard Fire Hydrant on Existing 12-Inch PVC Waterline (to include tapping sleeve and valve, furnish and install, complete in place)               | EA   | 1        | \$ _____   | \$ _____ |

**TOTAL WATER DISTRIBUTION SYSTEM:**

\$ \_\_\_\_\_

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**WASTEWATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|--|------|----------|------------|----------|
| 13.  | 8-Inch SDR-26, PVC Pipe Sanitary Sewer with Standard Bedding and Back fill (all depths, furnish and install, complete in place)  | LF   | 858      | \$ _____   | \$ _____ |
| 14.  | Standard City of Iowa Colony 4-Foot Diameter Sanitary Sewer Manhole (including inflow protectors, furnish and install, complete in place)  | EA   | 10       | \$ _____   | \$ _____ |
| 15.  | Extra Depth for Manhole, Greater than 8-foot deep (furnish and install, complete in place)   | VF   | 26       | \$ _____   | \$ _____ |
| 16.  | Core Drilled Connection of Proposed 8-Inch SDR-26 Sanitary Sewer PVC Pipe to Existing Sanitary Sewer Manhole (including water tight seal, furnish and install, complete in place)                        | EA   | 1        | \$ _____   | \$ _____ |
| 17.  | Trench Safety System (furnish and install, complete in place)  | LF   | 858      | \$ _____   | \$ _____ |
| 18.  | Well Point De-Watering for Sanitary Sewer Construction (only as directed, in writing, by the Engineer; minimum bid \$25.00/LF)   | LF   | 300      | \$ _____   | \$ _____ |
| 19.  | Crushed Stone Foundation with Filter Fabric Wrap as per City of Iowa Colony (only as directed, in writing, by the Engineer; minimum bid \$10.00/LF)(furnish and install, complete in place)              | LF   | 300      | \$ _____   | \$ _____ |
| 20.  | Crushed Stone Foundation and Embedmet with Filter Fabric Wrap as per City of Iowa Colony (only as directed, in writing, by the Engineer; minimum bid \$25.00/LF)(furnish and install, complete in place) | LF   | 150      | \$ _____   | \$ _____ |
| 21.  | Adjust Existing Manhole Top to Finished Grade with a minimum of 6-Inch Adjustment Rings (complete in place)  | EA   | 1        | \$ _____   | \$ _____ |

**TOTAL WASTEWATER COLLECTION SYSTEM:**

\$ \_\_\_\_\_

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|---|------|----------|------------|----------|
| 22.  | 24-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)              | LF   | 407      | \$ _____   | \$ _____ |
| 23.  | 30-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)              | LF   | 247      | \$ _____   | \$ _____ |
| 24.  | 36-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)              | LF   | 283      | \$ _____   | \$ _____ |
| 25.  | 42-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)              | LF   | 555      | \$ _____   | \$ _____ |
| 26.  | 24-Inch CL III, R/G RCP Storm Sewer Inlet Lead (furnish and install, complete in place)                                       | LF   | 133      | \$ _____   | \$ _____ |
| 27.  | Standard City of Iowa Colony Type "C" Storm Sewer Inlet (furnish and install, complete in place)                              | EA   | 5        | \$ _____   | \$ _____ |
| 28.  | Standard City of Iowa Colony Type "C" Storm Sewer Manhole (24"-42") w/ "E" Inlet Top (furnish and install, complete in place) | EA   | 3        | \$ _____   | \$ _____ |
| 29.  | Standard City of Iowa Colony Type "C" Storm Sewer Manhole (24"-42") (furnish and install, complete in place)                  | EA   | 10       | \$ _____   | \$ _____ |
| 30.  | Core Drill Existing Manhole and Connect Proposed 24-Inch RCP Storm Sewer Pipe to Existing Manhole (complete in place)         | EA   | 1        | \$ _____   | \$ _____ |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|---|------|----------|------------|----------|
| 31.  | Core Drill Existing Manhole and Connect Proposed 30-Inch RCP Storm Sewer Pipe to Existing Storm Sewer Manhole (complete in place)           | EA   | 1        | \$ _____   | \$ _____ |
| 32.  | Core Drill Existing Junction Box and Connect Proposed 42-Inch RCP Storm Sewer Pipe to Existing Storm Sewer Junction Box (complete in place) | EA   | 1        | \$ _____   | \$ _____ |
| 33.  | Trench Safety (furnish and install, complete in place)  | LF   | 1,625    | \$ _____   | \$ _____ |
| 34.  | Excavation of Proposed Drainage Ditch (complete in place)   | LF   | 125      | \$ _____   | \$ _____ |
| 35.  | Clean and Muck Existing Drainage Ditch  | LF   | 2,415    | \$ _____   | \$ _____ |
| 36.  | Re-Align Existing Drainage Ditch (complete in place)  | LF   | 50       | \$ _____   | \$ _____ |
| 37.  | Regrade Existing Drainage Ditch to Proposed Flow Lines (complete in place)  | LF   | 460      | \$ _____   | \$ _____ |

**TOTAL STORM WATER COLLECTION SYSTEM:**

**\$ \_\_\_\_\_**

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**EXCAVATION, PAVING AND GRADING**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|---|------|----------|------------|----------|
| 38.  | Roadway Excavation - On-Site Disposal on Stripped (4-inch minimum depth) and Proof Roll Tested Areas as Indicated in the Approved Construction Drawings; Including 2,660 CY of Utility Spoil  | CY   | 3,870    | \$ _____   | \$ _____ |
| 39.  | Spoil Site Manipulation (Contractor to strip all lots/areas to receive fill of all organics to a minimum depth of four (4) inches below natural ground prior to placement and grading of said fill material; all strippings are to be placed and evenly graded over filled lots/areas)  | CY   | 8,500    | \$ _____   | \$ _____ |
| 40.  | Proof-Roll Test Pavement Subgrade and Spoil Sites with Fully Loaded Street Legal Tandem Axle Dump Truck Before Subgrade Stabilization Operations and Prior to Placement of Reinforced Concrete Pavement (proof roll test to be witnessed by a representative from the construction materials testing service provider and by a representative from the Engineer; a minimum of 24 hours advanced prior notice must be given to the project site representative prior to proof-roll testing operations) | LS   | 1        | \$ _____   | \$ _____ |
| 41.  | Type "B" Lime (60#/Sy.; furnish and install, complete in place)   | TONS | 139      | \$ _____   | \$ _____ |
| 42.  | Class "C" Fly Ash (10#/Sy.; furnish and install, complete in place)   | TONS | 23       | \$ _____   | \$ _____ |
| 43.  | 8-Inch Stabilized Subgrade Preparation (furnish and install, complete in place)   | SY   | 4,624    | \$ _____   | \$ _____ |
| 44.  | 6-Inch Reinforced Concrete Pavement (furnish and install, complete in place)  | SY   | 4,337    | \$ _____   | \$ _____ |
| 45.  | 6-Inch Reinforced Concrete Curb (furnish and install, complete in place)  | LF   | 2,130    | \$ _____   | \$ _____ |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**EXCAVATION, PAVING AND GRADING**

| ITEM   | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|--|--|------|----------|------------|----------|
| 46.  | Saw Cut Existing Concrete Pavement (complete in place)   | LF   | 400      | \$ _____   | \$ _____ |
| 47.  | Saw Cut Existing Asphalt Pavement All Depths (complete in place)   | LF   | 30       | \$ _____   | \$ _____ |
| 48.  | Remove and Dispose of Existing Reinforced Concrete Pavement (complete in place)  | SY   | 841      | \$ _____   | \$ _____ |
| 49.  | Remove and Dispose of Existing Asphalt Pavement (all depths) (complete in place)   | SY   | 2,270    | \$ _____   | \$ _____ |
| 50.  | Tie Into Existing Reinforced Concrete Pavement (complete in place)   | LF   | 640      | \$ _____   | \$ _____ |
| 51.  | Tie Concrete Pavement into Existing Asphalt Pavement (complete in place)   | LF   | 30       | \$ _____   | \$ _____ |
| 52.  | Traffic Buttons and Pavement Markings per Approved Construction Drawings, Details, Specifications, Requirements, etc. (including removal of all existing pavement markings and buttons, per approved plans; complete in place) | LS   | 1        | \$ _____   | \$ _____ |
| 53.  | Traffic Control Including, but not Limited to Plan Implementation, Set-Up, Takedown, Miscellaneous Construction Signs and Regular Maintenance as Required During Construction  | LS   | 1        | \$ _____   | \$ _____ |
| 54.  | Remove and Dispose Existing 6-Inch Curb and Median (complete in place)   | LF   | 65       | \$ _____   | \$ _____ |
| <b>TOTAL EXCAVATION, PAVING AND GRADING:</b> |  |      |          | \$ _____   |          |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER POLLUTION PREVENTION PLAN**

| ITEM  | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT          |
|---|---|------|----------|------------|-----------------|
| 55.   | Enforcement of TPDES Requirements and General Source Controls; Including Filing NOI and NOT, Jobsite Postings, Regular Inspections, Filing Reports, etc. as Required for SWPPP Compliance for Duration of Construction Project; Contractor is to Practice Good Housekeeping Rules at All Times During Construction and is Responsible to Repair All Damage to the Control Measures as a Result of their own Construction Activities; Storm Water Solutions will be Responsible for Complete SWPPP Compliance for the Developer and for the Repair of Any and All Damage to the Control Measures Caused by Parties Other than the Contractor | LS   | 1        | \$ _____   | \$ _____        |
| <b>TOTAL STORM WATER POLLUTION PREVENTION PLAN:</b> |   |      |          |            | <b>\$ _____</b> |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**BID SUMMARY**

| ITEM                     | DESCRIPTION  | AMOUNT   |
|--------------------------|--|----------|
| 1.                       | Site Preparation   | \$ _____ |
| 2.                       | Water Distribution System  | \$ _____ |
| 3.                       | Wastewater Collection System   | \$ _____ |
| 4.                       | Storm Water Collection System  | \$ _____ |
| 5.                       | Excavation, Paving and Grading   | \$ _____ |
| 6.                       | Storm Water Pollution Prevention Plan  | \$ _____ |
| 7.                       | One-Time Only Construction Staking Service as Indicated in the Special Conditions section of the Contract Documents  | \$ _____ |
| 8.                       | Post Construction Topographic Verification, As-Built Survey and Record Drawing Preparation to be performed by Edminster, Hinshaw, Russ & Associates, dba, EHRA, as Indicated in the Special Conditions section of the Contract Documents and in Accordance with Standards, Rules and Regulations and signed by Registered Professional Engineer. (minimum bid \$10,000.00) | \$ _____ |
| 9.                       | Construction Permits   | \$ _____ |
| <b>TOTAL AMOUNT BID:</b> |  | \$ _____ |

*EHRA*Master SpecificationsBid Proposal

It is also understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the contract for all parts of the work, he will forfeit the Cashier's Check, Certified Check, or Bidder's Bond, as provided in the Specifications.

The undersigned proposes, if awarded the contract, to begin work within **five (5) calendar days** from written notice to commence work is given by the Engineer, and to Substantially Complete the work within **ninety (90) calendar days** after the date of the written Notice to Proceed and to achieve Final Completion of the Work within **one hundred (100) calendar days** from the date of the written notice to commence work.

**The quantities reflected in this Bid Proposal were tabulated from a set of drawings issued for bidding purposes only. The final quantities constructed may vary slightly from the bid quantities.**

This bid proposal shall be considered part of the Contract.

Respectfully yours,

\_\_\_\_\_  
(Bidder-Company Name)

\_\_\_\_\_  
(Address - Physical)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address - Mailing)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Phone)

**ATTEST**

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
**Seal, if Bidder is a Corporation**

\_\_\_\_\_  
(E-mail)



TBPE No. F-726  
TBPLS No. 10092300

**Brazoria County  
Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana Commercial, Section Sixty Eight**

**ADDENDUM NO. ONE**

**September 17, 2020**

**1. Reference to Bid Proposal:**

Replace the Bid Proposal with the following revised Bid Proposal, dated September 17, 2020 marked Addendum No. One.

Water Distribution System

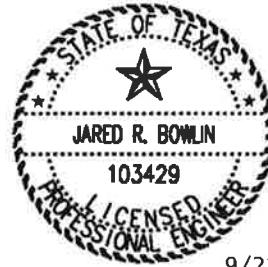
Bid items 11 and 12 have been added.

Storm Water Collection System

Bid items 27 and 28 has been revised.  
Bid item 37 have been added.

Excavation, Paving and Grading

Bid items 46 and 50 has been revised.  
Bid item 54 have been added.



DocuSigned by:  
*Jared Bowlin*  
0DEEAEB89ACC4EF...

9/21/2020 | 10:58:10 AM CDT

**2. References to Bid Set Drawings**

Replace Bid Set Drawings with the following revised the whole entire Bid Set Drawings.

Replace sheets 5, 7-11, 13-28, and 29-30:

Sheet 5 – Added fire hydrant and fire hydrant removal  
Sheet 7 – Revised grading limits and added drainage ditch  
Sheet 8 & 9 – Updated traffic control plan  
Sheet 10 – Added curb and median removal  
Sheet 11 – Added drainage ditch  
Sheet 13-28 – Updated to current COIC details  
Sheet 29 – Added traffic control plan details  
Sheet 30 – Added pavement marking details

Please be reminded that all bids are to be submitted to the office of the Engineer for the District, **EHRA, 10011 Meadowglen Lane**, Houston, Texas by 3:30 p.m., Thursday, September 24, 2020.

EHRA

Master SpecificationsBid Proposal

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

Bid of \_\_\_\_\_, an individual proprietorship/a corporation organized and existing under laws of the State of Texas/a partnership consisting of \_\_\_\_\_, for construction of:

**Brazoria County Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana Commercial, Section Sixty Eight**

To: **Brazoria County Municipal Utility District No. 55**

Gentlemen:

The undersigned bidder has carefully examined the Instruction to Bidders, this bid, the form on Contract and its General and Special Conditions, the Technical Specifications, and the Plans for the work herein above described and referred to in the "Invitation to Bid", and also the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as provided by the Special Conditions of the Contract, the Technical Specifications and shown on the plans, and binds himself on acceptance of his bid to execute a Contract, bonds and insurance, according to the prescribed forms, for performing and completing the said work within the time stated, and for maintaining same as required for the following prices:

If awarded the Contract, I/we will execute Contract on the Standard Forms of Agreement and furnish satisfactory insurance certificate and satisfactory performance and payment bonds in accordance with the Bid Documents.

Bidder acknowledges receipt of the following addendum(s):

No. 1: \_\_\_\_\_ No. 2: \_\_\_\_\_ No. 3: \_\_\_\_\_ No. 4: \_\_\_\_\_ No. 5: \_\_\_\_\_ No. 6: \_\_\_\_\_

\_\_\_\_\_  
(Bidder-Company Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

It is understood that the Contractor is subject to a deduction from payments due him if the work is not completed within the specified number of calendar days. This deduction will be based on the schedule included in the "Special Conditions of the Agreement" which is a part of the Bid and Contract Documents.

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**SITE PREPARATION**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|--|------|----------|------------|----------|
| 1.   | Stripping and Site Preparation for All Areas to Receive Fill if and only if, Organics and Deleterious Materials are Present to a Minimum Depth of 6-Inches Below Natural Ground Prior to the Excavation, Placement and Grading of Any Fill Material (all strippings are to be evenly placed and graded on the filled and graded areas; area has already been filled, and this item will be used only as directed and authorized, in writing, by the Engineer, if required) | AC   | 18       | \$ _____   | \$ _____ |

**TOTAL SITE PREPARATION:**

\$ \_\_\_\_\_

Copy

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**WATER DISTRIBUTION SYSTEM**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|---|------|----------|------------|----------|
| 2.   | 8-Inch AWWA C-900 PVC Pipe (furnish and install, including thrust blocking and appurtenances with standard bedding and backfill complete in place.) | LF   | 1,096    | \$ _____   | \$ _____ |
| 3.   | 6-Inch Gate Valve and Box (furnish and install, complete in place)  | EA   | 3        | \$ _____   | \$ _____ |
| 4.   | 8-Inch Gate Valve and Box (furnish and install, complete in place)  | EA   | 1        | \$ _____   | \$ _____ |
| 5.   | Standard Fire Hydrant (furnish and install, complete in place)  | EA   | 3        | \$ _____   | \$ _____ |
| 6.   | 6-Inch, AWWA C-900, PVC Fire Hydrant Lead, (furnish and install, thrust blocking, all depths, complete in place)                                    | LF   | 30       | \$ _____   | \$ _____ |
| 7.   | 2-Inch Blow-Off Valve with Box Including Check Valve (furnish and install per standard City details, complete in place)                             | EA   | 1        | \$ _____   | \$ _____ |
| 8.   | 8-Inch Plug and Clamp (furnish and install, complete in place)  | EA   | 1        | \$ _____   | \$ _____ |
| 9.   | 12-Inch x 8-Inch Tapping Sleeve with Valve (complete in place)  | EA   | 1        | \$ _____   | \$ _____ |
| 10.  | Ductile Iron Fittings (furnish and install, complete in place)  | TONS | 0.15     | \$ _____   | \$ _____ |
| 11.  | Remove and Dispose Existing Fire Hydrant (complete in place)  | EA   | 1        | \$ _____   | \$ _____ |
| 12.  | Standard Fire Hydrant on Existing 12-Inch PVC Waterline (to include tapping sleeve and valve, furnish and install, complete in place)               | EA   | 1        | \$ _____   | \$ _____ |

**TOTAL WATER DISTRIBUTION SYSTEM:**

\$ \_\_\_\_\_

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**WASTEWATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|--|------|----------|------------|----------|
| 13.  | 8-Inch SDR-26, PVC Pipe Sanitary Sewer with Standard Bedding and Back fill (all depths, furnish and install, complete in place)  | LF   | 858      | \$ _____   | \$ _____ |
| 14.  | Standard City of Iowa Colony 4-Foot Diameter Sanitary Sewer Manhole (including inflow protectors, furnish and install, complete in place)  | EA   | 10       | \$ _____   | \$ _____ |
| 15.  | Extra Depth for Manhole, Greater than 8-foot deep (furnish and Install, complete in place)   | VF   | 26       | \$ _____   | \$ _____ |
| 16.  | Core Drilled Connection of Proposed 8-Inch SDR-26 Sanitary Sewer PVC Pipe to Existing Sanitary Sewer Manhole (including water tight seal, furnish and install, complete in place)                        | EA   | 1        | \$ _____   | \$ _____ |
| 17.  | Trench Safety System (furnish and install, complete in place)  | LF   | 858      | \$ _____   | \$ _____ |
| 18.  | Well Point De-Watering for Sanitary Sewer Construction (only as directed, in writing, by the Engineer; minimum bid \$25.00/LF)   | LF   | 300      | \$ _____   | \$ _____ |
| 19.  | Crushed Stone Foundation with Filter Fabric Wrap as per City of Iowa Colony (only as directed, in writing, by the Engineer; minimum bid \$10.00/LF)(furnish and install, complete in place)              | LF   | 300      | \$ _____   | \$ _____ |
| 20.  | Crushed Stone Foundation and Embedmet with Filter Fabric Wrap as per City of Iowa Colony (only as directed, in writing, by the Engineer; minimum bid \$25.00/LF)(furnish and install, complete in place) | LF   | 150      | \$ _____   | \$ _____ |
| 21.  | Adjust Existing Manhole Top to Finished Grade with a minimum of 6-Inch Adjustment Rings (complete in place)  | EA   | 1        | \$ _____   | \$ _____ |

**TOTAL WASTEWATER COLLECTION SYSTEM:**

\$ \_\_\_\_\_

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|--|------|----------|------------|----------|
| 22.  | 24-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)             | LF   | 407      | \$ _____   | \$ _____ |
| 23.  | 30-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)             | LF   | 247      | \$ _____   | \$ _____ |
| 24.  | 36-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)             | LF   | 283      | \$ _____   | \$ _____ |
| 25.  | 42-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)             | LF   | 555      | \$ _____   | \$ _____ |
| 26.  | 24-Inch CL III, R/G RCP Storm Sewer Inlet Lead (furnish and install, complete in place)                                      | LF   | 133      | \$ _____   | \$ _____ |
| 27.  | Standard City of Iowa Colony Type "C" Storm Sewer Inlet (furnish and install, complete in place)                             | EA   | 5        | \$ _____   | \$ _____ |
| 28.  | Standard City of Iowa Colony Type "C" Storm Sewer Manhole (24"-42") w/ "E" Inlet Top(furnish and install, complete in place) | EA   | 3        | \$ _____   | \$ _____ |
| 29.  | Standard City of Iowa Colony Type "C" Storm Sewer Manhole (24"-42") (furnish and install, complete in place)                 | EA   | 9        | \$ _____   | \$ _____ |
| 30.  | Core Drill Existing Manhole and Connect Proposed 24-Inch RCP Storm Sewer Pipe to Existing Manhole (complete in place)        | EA   | 1        | \$ _____   | \$ _____ |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|---|------|----------|------------|----------|
| 31.  | Core Drill Existing Manhole and Connect Proposed 30-Inch RCP Storm Sewer Pipe to Existing Storm Sewer Manhole (complete in place)           | EA   | 1        | \$ _____   | \$ _____ |
| 32.  | Core Drill Existing Junction Box and Connect Proposed 42-Inch RCP Storm Sewer Pipe to Existing Storm Sewer Junction Box (complete in place) | EA   | 1        | \$ _____   | \$ _____ |
| 33.  | Trench Safety (furnish and install, complete in place)  | LF   | 1,625    | \$ _____   | \$ _____ |
| 34.  | Excavation of Proposed Drainage Ditch (complete in place)   | LF   | 125      | \$ _____   | \$ _____ |
| 35.  | Clean and Muck Existing Drainage Ditch  | LF   | 2,415    | \$ _____   | \$ _____ |
| 36.  | Re-Align Existing Drainage Ditch (complete in place)  | LF   | 50       | \$ _____   | \$ _____ |
| 37.  | Regrade Existing Drainage Ditch to Proposed Flow Lines (complete in place)  | LF   | 460      | \$ _____   | \$ _____ |

**TOTAL STORM WATER COLLECTION SYSTEM:**

**\$ \_\_\_\_\_**

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**EXCAVATION, PAVING AND GRADING**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|---|------|----------|------------|----------|
| 38.  | Roadway Excavation - On-Site Disposal on Stripped (4-inch minimum depth) and Proof Roll Tested Areas as Indicated in the Approved Construction Drawings; Including 2,660 CY of Utility Spoil  | CY   | 3,870    | \$ _____   | \$ _____ |
| 39.  | Spoil Site Manipulation (Contractor to strip all lots/areas to receive fill of all organics to a minimum depth of four (4) inches below natural ground prior to placement and grading of said fill material; all strippings are to be placed and evenly graded over filled lots/areas)  | CY   | 8,500    | \$ _____   | \$ _____ |
| 40.  | Proof-Roll Test Pavement Subgrade and Spoil Sites with Fully Loaded Street Legal Tandem Axle Dump Truck Before Subgrade Stabilization Operations and Prior to Placement of Reinforced Concrete Pavement (proof roll test to be witnessed by a representative from the construction materials testing service provider and by a representative from the Engineer; a minimum of 24 hours advanced prior notice must be given to the project site representative prior to proof-roll testing operations) | LS   | 1        | \$ _____   | \$ _____ |
| 41.  | Type "B" Lime (60#/Sy.; furnish and install, complete in place)   | TONS | 139      | \$ _____   | \$ _____ |
| 42.  | Class "C" Fly Ash (10#/Sy.; furnish and install, complete in place)   | TONS | 23       | \$ _____   | \$ _____ |
| 43.  | 8-Inch Stabilized Subgrade Preparation (furnish and install, complete in place)   | SY   | 4,624    | \$ _____   | \$ _____ |
| 44.  | 6-Inch Reinforced Concrete Pavement (furnish and install, complete in place)  | SY   | 4,337    | \$ _____   | \$ _____ |
| 45.  | 6-Inch Reinforced Concrete Curb (furnish and install, complete in place)  | LF   | 2,130    | \$ _____   | \$ _____ |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**EXCAVATION, PAVING AND GRADING**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE | AMOUNT   |
|------|--|------|----------|------------|----------|
| 46.  | Saw Cut Existing Concrete Pavement (complete in place)   | LF   | 400      | \$ _____   | \$ _____ |
| 47.  | Saw Cut Existing Asphalt Pavement All Depths (complete in place)   | LF   | 30       | \$ _____   | \$ _____ |
| 48.  | Remove and Dispose of Existing Reinforced Concrete Pavement (complete in place)  | SY   | 841      | \$ _____   | \$ _____ |
| 49.  | Remove and Dispose of Existing Asphalt Pavement (all depths) (complete in place)   | SY   | 2,270    | \$ _____   | \$ _____ |
| 50.  | Tie Into Existing Reinforced Concrete Pavement (complete in place)   | LF   | 640      | \$ _____   | \$ _____ |
| 51.  | Tie Concrete Pavement into Existing Asphalt Pavement (complete in place)   | LF   | 30       | \$ _____   | \$ _____ |
| 52.  | Traffic Buttons and Pavement Markings per Approved Construction Drawings, Details, Specifications, Requirements, etc. (including removal of all existing pavement markings and buttons, per approved plans; complete in place) | LS   | 1        | \$ _____   | \$ _____ |
| 53.  | Traffic Control Including, but not Limited to Plan Implementation, Set-Up, Takedown, Miscellaneous Construction Signs and Regular Maintenance as Required During Construction  | LS   | 1        | \$ _____   | \$ _____ |
| 54.  | Remove and Dispose Existing 6-Inch Curb and Median (complete in place)   | LF   | 65       | \$ _____   | \$ _____ |

**TOTAL EXCAVATION, PAVING AND GRADING:**

\$ \_\_\_\_\_

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55  
MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER POLLUTION PREVENTION PLAN**

| ITEM  | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | AMOUNT          |
|---|---|------|----------|------------|-----------------|
| 55.   | Enforcement of TPDES Requirements and General Source Controls; Including Filing NOI and NOT, Jobsite Postings, Regular Inspections, Filing Reports, etc. as Required for SWPPP Compliance for Duration of Construction Project; Contractor is to Practice Good Housekeeping Rules at All Times During Construction and is Responsible to Repair All Damage to the Control Measures as a Result of their own Construction Activities; Storm Water Solutions will be Responsible for Complete SWPPP Compliance for the Developer and for the Repair of Any and All Damage to the Control Measures Caused by Parties Other than the Contractor | LS   | 1        | \$ _____   | \$ _____        |
| <b>TOTAL STORM WATER POLLUTION PREVENTION PLAN:</b> |   |      |          |            | <b>\$ _____</b> |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**BID SUMMARY**

| ITEM                     | DESCRIPTION  | AMOUNT          |
|--------------------------|--|-----------------|
| 1.                       | Site Preparation   | \$ _____        |
| 2.                       | Water Distribution System  | \$ _____        |
| 3.                       | Wastewater Collection System   | \$ _____        |
| 4.                       | Storm Water Collection System  | \$ _____        |
| 5.                       | Excavation, Paving and Grading   | \$ _____        |
| 6.                       | Storm Water Pollution Prevention Plan  | \$ _____        |
| 7.                       | One-Time Only Construction Staking Service as Indicated in the Special Conditions section of the Contract Documents  | \$ _____        |
| 8.                       | Post Construction Topographic Verification, As-Built Survey and Record Drawing Preparation to be performed by Edminster, Hinshaw, Russ & Associates, dba, EHRA, as Indicated in the Special Conditions section of the Contract Documents and in Accordance with Standards, Rules and Regulations and signed by Registered Professional Engineer. (minimum bid \$10,000.00) | \$ _____        |
| 9.                       | Construction Permits   | \$ _____        |
| <b>TOTAL AMOUNT BID:</b> |  | <b>\$ _____</b> |

EHRA

Master SpecificationsBid Proposal

It is also understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the contract for all parts of the work, he will forfeit the Cashier's Check, Certified Check, or Bidder's Bond, as provided in the Specifications.

The undersigned proposes, if awarded the contract, to begin work within **five (5) calendar days** from written notice to commence work is given by the Engineer, and to Substantially Complete the work within **ninety (90) calendar days** after the date of the written Notice to Proceed and to achieve Final Completion of the Work within **one hundred (100) calendar days** from the date of the written notice to commence work.

**The quantities reflected in this Bid Proposal were tabulated from a set of drawings issued for bidding purposes only. The final quantities constructed may vary slightly from the bid quantities.**

This bid proposal shall be considered part of the Contract.

Respectfully yours,

\_\_\_\_\_  
(Bidder-Company Name)

\_\_\_\_\_  
(Address - Physical)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address - Mailing)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Phone)

**ATTEST**

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
**Seal, if Bidder is a Corporation**

\_\_\_\_\_  
(E-mail)

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**WATER DISTRIBUTION, WASTEWATER COLLECTION,  
STORM WATER FACILITIES AND PAVING TO SERVE  
MERIDIANA COMMERCIAL, SECTION SIXTY EIGHT**

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| II                 | INSTRUCTION TO BIDDERS   |
| III                | DEFINITION OF TERMS  |
| IV                 | BID PROPOSAL   |
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| VI                 | STANDARD FORM OF AGREEMENT<br>(CONTRACT)   |
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| XVI                | BLANK TCEQ NOTICE OF INTENT AND NOTICE<br>OF TERMINATION FORM  |

Date: August 30, 2020

**INVITATION TO BIDDERS**

Sealed Bids, in duplicate, addressed to Brazoria County Municipal Utility District No. 55, will be received at the office of the Engineer for the District, EHRA, **10011 Meadowglen Lane, Houston, Texas 77042**, until 3:30 p.m. Local Time, Thursday, September 24, 2020, and then publicly opened and read for "Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight, Project No. 081-011-68-01 DST (J) / ROAD (L) for Brazoria County Municipal Utility District No. 55, Brazoria County, Texas." Bidders may elect to submit bids online at [www.CivcastUSA.com](http://www.CivcastUSA.com) via Zoom Conference Call.

Project scope shall include the installation of approximately 1,096 LF of 8" PVC waterline, 796 LF 8" PVC sanitary sewer, 1,625 LF 24"-42" RCP storm sewer, 4,337 SY of 6" concrete paving.

Bids received after the closing time will be returned unopened. A **NON MANDATORY** pre-bid conference will be held on Thursday, September 17, 2020, at 3:30 p.m. Local Time via Zoom Conference Call. Zoom information will be provided through CivCast email blast 24 hours prior to the non-mandatory Pre Bid Conference.

Each Bid must be accompanied by a Bid Bond or a certified or cashier's check, acceptable to the Owner, in an amount not less than five percent (5%) of the total amount Bid, as a guarantee that the successful bidder will enter into the Contract and execute the Bonds on the forms provided, and provide the required insurance certificates within seven (7) days after the date Contract Documents are received by the Contractor.

Copies of the bidding documents are on file at the following:

Copies of the bidding documents may be obtained from [www.CivcastUSA.com](http://www.CivcastUSA.com): search 081-011-68-01 DST (J) / ROAD (L). 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.

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.**

BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55

**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. Bidders may elect to submit bids online at [www.CivcastUSA.com](http://www.CivcastUSA.com) as described in Paragraph 3 below.

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 10 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. **WRITTEN BIDS.** The bidder must 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.

Written bids, together with 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.

3. **ELECTRONIC BIDDING.** Bidders may elect to submit an electronic bid through the facilities of CivcastUSA at **www.CivcastUSA.com**. Subscription to CivcastUSA is required to submit electronic bids. By submitting an electronic bid, the bidder agrees and represents that it has the authority to submit such bid and that such bid constitutes a valid bid submitted in accordance with the Contract Documents without further signature or action by the bidder. All electronic bids are deemed to incorporate the provisions of the Contract Documents. Electronic bids must be submitted via CivcastUSA before the closing time indicated on the Invitation to Bidders. Bid bonds may be submitted electronically through the facilities of CivcastUSA in satisfaction of the Bid Security requirements described herein; however, certified or cashier's checks in satisfaction of the Bid Security requirements must be enclosed in a sealed envelope, plainly identified on the outside with the contents, the bidder's name, and the job name and number and addressed and delivered as prescribed in the Invitation to Bidders for sealed bids.

4. **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** 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.

5. **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.

6. **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.

7. **BONDS.** The successful bidder must furnish a Performance and a Payment Bond, each in the sum of 100 percent of the Contract Price and a two-year Maintenance Bond for 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.

8. **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.

9. **"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.

10. **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.

11. **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.

13. **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.

13. **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.

14. **HOUSE BILL 1295.** Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") pursuant to Texas Government Code § 2252.908(the "Interested Party Disclosure Act" or the "Act"); Unless bidder is exempt from such requirements pursuant to Texas Government Code Section 2252.908(c)(4), the District may not award the contract to a bidder unless the bidder has provided to the District a completed and signed 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 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. 55 the contract ID number is 081-011-68-01 DST (J) / ROAD (L) and the description of goods and services is Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight. 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.

15. 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 ninety 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.

16. 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.

17. 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 four signed originals of each of the Bonds to be bound with the Contract Documents.

18. WORKER'S COMPENSATION INSURANCE. See section entitled "INSURANCE" in Special Conditions Part A of the Contract.

19. 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.

20. 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.

### III

## DEFINITION OF TERMS

Wherever in these specifications or in the contract or bond, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1. OWNER: The individual firm or corporation, Party of the First Part, who is contracting for work to be performed.
2. ENGINEER: Edminster, Hinshaw, Russ and Associates, Inc., Consulting Engineers, or their authorized representative.
3. INSPECTOR: The authorized representative of the Engineer assigned to supervise and inspect any or all parts of the work and the materials to be used therein.
4. BIDDER: An individual, firm or corporation submitting a proposal.
5. CONTRACTOR: The individual, firm or corporation, Party of the Second Part, with which the contract is made by the Owner.
6. SUPERINTENDENT: The authorized representative of the Contractor.
7. SURETY: The corporate body, which is bound with the Contractor for the faithful performance of the work, covered by the contract.
8. LABORATORY: Any recognized testing laboratory approved by the Owner and Engineer.
9. PROPOSAL: The offer of the bidder, made out on the prescribed forms, giving prices for performing the work described in the plans and specifications.
10. PROPOSAL GUARANTY: The security designated in the proposal and furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work.
11. PLANS: The plans, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work and which are a part of the contract.

12. SPECIFICATIONS: The directions, provisions, and requirements contained therein or in a special specification, supplemented by such "Special Provisions" and "Supplemental Agreements" as may be issued or made pertaining to the method and manner of performing the work to quantities and qualities of materials to be furnished under the contract. Where the phrases "or directed by the Engineer", "Ordered by the Engineer" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limitations of the proposals and specifications. "Special Provisions" will cover work pertaining to a particular project and included in the proposal but not covered by other specifications and will govern and take precedence over specifications wherever in conflict therewith. "Supplemental Agreements" are written agreements entered into between the Contractor and the Owner, covering alterations and changes in the plans, which are necessary to the proper completion of the work.
13. CONTRACT: The agreement between the Owner and the Contractor covering the furnishing of materials and performance of the work. The Contract will include the Proposal, Plans, Specifications, Special Provisions, Contract Bond, and Supplemental Agreements.
14. CONTRACT BOND: The surety furnished by the Contractor and the surety as a guaranty on the part of the Contractor to execute the work in accordance with the terms of the contract.
15. THE WORK: The completed work contemplated in and covered by the Contract.
16. A.S.T.M.: American Society for Testing Materials
17. A.A.S.H.T.O.: American Association of State Highway and Traffic Officials.
18. SCREEN AND SIEVES: As defined by the A.S.T.M.
19. A.W.W.A.: American Water Works Association.
20. O.S.H.A.: Occupational Safety and Health Administration.

Date: September 24, 2020

Bid of Triple B Services, L.L.P., an individual proprietorship/a corporation organized and existing under laws of the State of Texas/a partnership consisting of \_\_\_\_\_, for construction of:

**Brazoria County Municipal Utility District No. 55  
Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana Commercial, Section Sixty Eight**

To: **Brazoria County Municipal Utility District No. 55**

Gentlemen:

The undersigned bidder has carefully examined the Instruction to Bidders, this bid, the form on Contract and its General and Special Conditions, the Technical Specifications, and the Plans for the work herein above described and referred to in the "Invitation to Bid", and also the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as provided by the Special Conditions of the Contract, the Technical Specifications and shown on the plans, and binds himself on acceptance of his bid to execute a Contract, bonds and insurance, according to the prescribed forms, for performing and completing the said work within the time stated, and for maintaining same as required for the following prices:

If awarded the Contract, I/we will execute Contract on the Standard Forms of Agreement and furnish satisfactory insurance certificate and satisfactory performance and payment bonds in accordance with the Bid Documents.

Bidder acknowledges receipt of the following addendum(s):

No. 1: 9-17-20 No. 2: 9-22-20 No. 3: \_\_\_\_\_ No. 4: \_\_\_\_\_ No. 5: \_\_\_\_\_ No. 6: \_\_\_\_\_

Triple B Services, L.L.P.  
(Bidder-Company Name)

Donna Burke  
(Print or Type Name)

Donna Burke  
(Signature)

Sr. Project Administrator  
(Title)

It is understood that the Contractor is subject to a deduction from payments due him if the work is not completed within the specified number of calendar days. This deduction will be based on the schedule included in the "Special Conditions of the Agreement" which is a part of the Bid and Contract Documents.

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**SITE PREPARATION**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE        | AMOUNT             |
|------|--|------|----------|-------------------|--------------------|
| 1.   | Stripping and Site Preparation for All Areas to Receive Fill if and only if, Organics and Deleterious Materials are Present to a Minimum Depth of 6-Inches Below Natural Ground Prior to the Excavation, Placement and Grading of Any Fill Material (all strippings are to be evenly placed and graded on the filled and graded areas; area has already been filled, and this item will be used only as directed and authorized, in writing, by the Engineer, if required) | AC   | 18       | <u>\$1,500.00</u> | <u>\$27,000.00</u> |

**TOTAL SITE PREPARATION:**

**\$27,000.00**

Copy

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**WATER DISTRIBUTION SYSTEM**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE        | AMOUNT             |
|------|---|------|----------|-------------------|--------------------|
| 2.   | 8-Inch AWWA C-900 PVC Pipe (furnish and install, including thrust blocking and appurtenances with standard bedding and backfill complete in place.) | LF   | 1,096    | <u>\$30.50</u>    | <u>\$33,428.00</u> |
| 3.   | 6-Inch Gate Valve and Box (furnish and install, complete in place)  | EA   | 3        | <u>\$1,100.00</u> | <u>\$3,300.00</u>  |
| 4.   | 8-Inch Gate Valve and Box (furnish and install, complete in place)  | EA   | 1        | <u>\$1,500.00</u> | <u>\$1,500.00</u>  |
| 5.   | Standard Fire Hydrant (furnish and install, complete in place)  | EA   | 3        | <u>\$3,700.00</u> | <u>\$11,100.00</u> |
| 6.   | 6-Inch, AWWA C-900, PVC Fire Hydrant Lead, (furnish and install, thrust blocking, all depths, complete in place)                                    | LF   | 30       | <u>\$10.00</u>    | <u>\$300.00</u>    |
| 7.   | 2-Inch Blow-Off Valve with Box Including Check Valve (furnish and install per standard City details, complete in place)                             | EA   | 1        | <u>\$625.00</u>   | <u>\$625.00</u>    |
| 8.   | 8-Inch Plug and Clamp (furnish and install, complete in place)  | EA   | 1        | <u>\$605.00</u>   | <u>\$605.00</u>    |
| 9.   | 12-Inch x 8-Inch Tapping Sleeve with Valve (complete in place)  | EA   | 1        | <u>\$5,500.00</u> | <u>\$5,500.00</u>  |
| 10.  | Ductile Iron Fittings (furnish and install, complete in place)  | TONS | 0.15     | <u>\$1.00</u>     | <u>\$0.15</u>      |
| 11.  | Remove and Dispose Existing Fire Hydrant (complete in place)  | EA   | 1        | <u>\$355.00</u>   | <u>\$355.00</u>    |
| 12.  | Standard Fire Hydrant on Existing 12-Inch PVC Waterline (to include tapping sleeve and valve, furnish and install, complete in place)               | EA   | 1        | <u>\$8,000.00</u> | <u>\$8,000.00</u>  |

**TOTAL WATER DISTRIBUTION SYSTEM:**

**\$64,713.15**

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**WASTEWATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE        | AMOUNT             |
|------|--|------|----------|-------------------|--------------------|
| 13.  | 8-Inch SDR-26, PVC Pipe Sanitary Sewer with Standard Bedding and Back fill (all depths, furnish and install, complete in place)  | LF   | 858      | <u>\$45.00</u>    | <u>\$38,610.00</u> |
| 14.  | Standard City of Iowa Colony 4-Foot Diameter Sanitary Sewer Manhole (including inflow protectors, furnish and install, complete in place)  | EA   | 10       | <u>\$4,500.00</u> | <u>\$45,000.00</u> |
| 15.  | Extra Depth for Manhole, Greater than 8-foot deep (furnish and Install, complete in place)   | VF   | 26       | <u>\$255.00</u>   | <u>\$6,630.00</u>  |
| 16.  | Core Drilled Connection of Proposed 8-Inch SDR-26 Sanitary Sewer PVC Pipe to Existing Sanitary Sewer Manhole (including water tight seal, furnish and install, complete in place)                        | EA   | 1        | <u>\$1,325.00</u> | <u>\$1,325.00</u>  |
| 17.  | Trench Safety System (furnish and install, complete in place)  | LF   | 858      | <u>\$1.00</u>     | <u>\$858.00</u>    |
| 18.  | Well Point De-Watering for Sanitary Sewer Construction (only as directed, in writing, by the Engineer; minimum bid \$25.00/LF)   | LF   | 300      | <u>\$25.00</u>    | <u>\$7,500.00</u>  |
| 19.  | Crushed Stone Foundation with Filter Fabric Wrap as per City of Iowa Colony (only as directed, in writing, by the Engineer; minimum bid \$10.00/LF)(furnish and install, complete in place)              | LF   | 300      | <u>\$10.00</u>    | <u>\$3,000.00</u>  |
| 20.  | Crushed Stone Foundation and Embedmet with Filter Fabric Wrap as per City of Iowa Colony (only as directed, in writing, by the Engineer; minimum bid \$25.00/LF)(furnish and install, complete in place) | LF   | 150      | <u>\$25.00</u>    | <u>\$3,750.00</u>  |
| 21.  | Adjust Existing Manhole Top to Finished Grade with a minimum of 6-Inch Adjustment Rings (complete in place)  | EA   | 1        | <u>\$285.00</u>   | <u>\$285.00</u>    |

**TOTAL WASTEWATER COLLECTION SYSTEM:**

**\$106,958.00**

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE        | AMOUNT             |
|------|--|------|----------|-------------------|--------------------|
| 22.  | 24-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)             | LF   | 407      | <u>\$75.00</u>    | <u>\$30,525.00</u> |
| 23.  | 30-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)             | LF   | 247      | <u>\$96.00</u>    | <u>\$23,712.00</u> |
| 24.  | 36-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)             | LF   | 283      | <u>\$126.50</u>   | <u>\$35,799.50</u> |
| 25.  | 42-Inch RCP, C-76 CL III Storm Sewer with Standard Bedding and Backfill (furnish and install, complete in place)             | LF   | 555      | <u>\$157.15</u>   | <u>\$87,218.25</u> |
| 26.  | 24-Inch CL III, R/G RCP Storm Sewer Inlet Lead (furnish and install, complete in place)                                      | LF   | 133      | <u>\$86.00</u>    | <u>\$11,438.00</u> |
| 27.  | Standard City of Iowa Colony Type "C" Storm Sewer Inlet (furnish and install, complete in place)                             | EA   | 5        | <u>\$2,775.00</u> | <u>\$13,875.00</u> |
| 28.  | Standard City of Iowa Colony Type "C" Storm Sewer Manhole (24"-42") w/ "E" Inlet Top(furnish and install, complete in place) | EA   | 3        | <u>\$6,000.00</u> | <u>\$18,000.00</u> |
| 29.  | Standard City of Iowa Colony Type "C" Storm Sewer Manhole (24"-42") (furnish and install, complete in place)                 | EA   | 10       | <u>\$4,000.00</u> | <u>\$40,000.00</u> |
| 30.  | Core Drill Existing Manhole and Connect Proposed 24-Inch RCP Storm Sewer Pipe to Existing Manhole (complete in place)        | EA   | 1        | <u>\$725.00</u>   | <u>\$725.00</u>    |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER COLLECTION SYSTEM**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE      | AMOUNT             |
|------|---|------|----------|-----------------|--------------------|
| 31.  | Core Drill Existing Manhole and Connect Proposed 30-Inch RCP Storm Sewer Pipe to Existing Storm Sewer Manhole (complete in place)           | EA   | 1        | <u>\$810.00</u> | <u>\$810.00</u>    |
| 32.  | Core Drill Existing Junction Box and Connect Proposed 42-Inch RCP Storm Sewer Pipe to Existing Storm Sewer Junction Box (complete in place) | EA   | 1        | <u>\$885.00</u> | <u>\$885.00</u>    |
| 33.  | Trench Safety (furnish and install, complete in place)  | LF   | 1,625    | <u>\$1.00</u>   | <u>\$1,625.00</u>  |
| 34.  | Excavation of Proposed Drainage Ditch (complete in place)   | LF   | 125      | <u>\$6.15</u>   | <u>\$768.75</u>    |
| 35.  | Clean and Muck Existing Drainage Ditch  | LF   | 2,415    | <u>\$8.85</u>   | <u>\$21,372.75</u> |
| 36.  | Re-Align Existing Drainage Ditch (complete in place)  | LF   | 50       | <u>\$6.15</u>   | <u>\$307.50</u>    |
| 37.  | Regrade Existing Drainage Ditch to Proposed Flow Lines (complete in place)  | LF   | 460      | <u>\$4.10</u>   | <u>\$1,886.00</u>  |

**TOTAL STORM WATER COLLECTION SYSTEM:**

**\$288,947.75**

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**EXCAVATION, PAVING AND GRADING**

| ITEM | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE        | AMOUNT              |
|------|---|------|----------|-------------------|---------------------|
| 38.  | Roadway Excavation - On-Site Disposal on Stripped (4-inch minimum depth) and Proof Roll Tested Areas as Indicated in the Approved Construction Drawings; Including 2,660 CY of Utility Spoil  | CY   | 3,870    | <u>\$5.60</u>     | <u>\$21,672.00</u>  |
| 39.  | Spoil Site Manipulation (Contractor to strip all lots/areas to receive fill of all organics to a minimum depth of four (4) inches below natural ground prior to placement and grading of said fill material; all strippings are to be placed and evenly graded over filled lots/areas)  | CY   | 8,500    | <u>\$7.10</u>     | <u>\$60,350.00</u>  |
| 40.  | Proof-Roll Test Pavement Subgrade and Spoil Sites with Fully Loaded Street Legal Tandem Axle Dump Truck Before Subgrade Stabilization Operations and Prior to Placement of Reinforced Concrete Pavement (proof roll test to be witnessed by a representative from the construction materials testing service provider and by a representative from the Engineer; a minimum of 24 hours advanced prior notice must be given to the project site representative prior to proof-roll testing operations) | LS   | 1        | <u>\$3,000.00</u> | <u>\$3,000.00</u>   |
| 41.  | Type "B" Lime (60#/Sy.; furnish and install, complete in place)   | TONS | 139      | <u>\$185.00</u>   | <u>\$25,715.00</u>  |
| 42.  | Class "C" Fly Ash (10#/Sy.; furnish and install, complete in place)   | TONS | 23       | <u>\$105.00</u>   | <u>\$2,415.00</u>   |
| 43.  | 8-Inch Stabilized Subgrade Preparation (furnish and install, complete in place)   | SY   | 4,624    | <u>\$4.25</u>     | <u>\$19,652.00</u>  |
| 44.  | 6-Inch Reinforced Concrete Pavement (furnish and install, complete in place)  | SY   | 4,337    | <u>\$46.00</u>    | <u>\$199,502.00</u> |
| 45.  | 6-Inch Reinforced Concrete Curb (furnish and install, complete in place)  | LF   | 2,130    | <u>\$4.35</u>     | <u>\$9,265.50</u>   |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**EXCAVATION, PAVING AND GRADING**

| ITEM   | DESCRIPTION  | UNIT | QUANTITY | UNIT PRICE        | AMOUNT                     |
|--|--|------|----------|-------------------|----------------------------|
| 46.  | Saw Cut Existing Concrete Pavement (complete in place)   | LF   | 400      | <u>\$6.25</u>     | <u>\$2,500.00</u>          |
| 47.  | Saw Cut Existing Asphalt Pavement All Depths (complete in place)   | LF   | 30       | <u>\$1.00</u>     | <u>\$30.00</u>             |
| 48.  | Remove and Dispose of Existing Reinforced Concrete Pavement (complete in place)  | SY   | 841      | <u>\$7.00</u>     | <u>\$5,887.00</u>          |
| 49.  | Remove and Dispose of Existing Asphalt Pavement (all depths) (complete in place)   | SY   | 2,270    | <u>\$3.00</u>     | <u>\$6,810.00</u>          |
| 50.  | Tie Into Existing Reinforced Concrete Pavement (complete in place)   | LF   | 640      | <u>\$24.00</u>    | <u>\$15,360.00</u>         |
| 51.  | Tie Concrete Pavement into Existing Asphalt Pavement (complete in place)   | LF   | 30       | <u>\$15.00</u>    | <u>\$450.00</u>            |
| 52.  | Traffic Buttons and Pavement Markings per Approved Construction Drawings, Details, Specifications, Requirements, etc. (including removal of all existing pavement markings and buttons, per approved plans; complete in place) | LS   | 1        | <u>\$4,100.00</u> | <u>\$4,100.00</u>          |
| 53.  | Traffic Control Including, but not Limited to Plan Implementation, Set-Up, Takedown, Miscellaneous Construction Signs and Regular Maintenance as Required During Construction  | LS   | 1        | <u>\$5,500.00</u> | <u>\$5,500.00</u>          |
| 54.  | Remove and Dispose Existing 6-Inch Curb and Median (complete in place)   | LF   | 65       | <u>\$2.00</u>     | <u>\$130.00</u>            |
| <b>TOTAL EXCAVATION, PAVING AND GRADING:</b> |  |      |          |                   | <b><u>\$382,338.50</u></b> |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**STORM WATER POLLUTION PREVENTION PLAN**

| ITEM  | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE      | AMOUNT                 |
|---|---|------|----------|-----------------|------------------------|
| 55.   | Enforcement of TPDES Requirements and General Source Controls; Including Filing NOI and NOT, Jobsite Postings, Regular Inspections, Filing Reports, etc. as Required for SWPPP Compliance for Duration of Construction Project; Contractor is to Practice Good Housekeeping Rules at All Times During Construction and is Responsible to Repair All Damage to the Control Measures as a Result of their own Construction Activities; Storm Water Solutions will be Responsible for Complete SWPPP Compliance for the Developer and for the Repair of Any and All Damage to the Control Measures Caused by Parties Other than the Contractor | LS   | 1        | <u>\$900.00</u> | <u>\$900.00</u>        |
| <b>TOTAL STORM WATER POLLUTION PREVENTION PLAN:</b> |   |      |          |                 | <u><b>\$900.00</b></u> |

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**MERIDIANA COMMERCIAL, SECTION SIX EIGHT (P-3988)**

**BID PROPOSAL**

**BID SUMMARY**

| ITEM                     | DESCRIPTION  | AMOUNT                     |
|--------------------------|--|----------------------------|
| 1.                       | Site Preparation   | <u>\$27,000.00</u>         |
| 2.                       | Water Distribution System  | <u>\$64,713.15</u>         |
| 3.                       | Wastewater Collection System   | <u>\$106,958.00</u>        |
| 4.                       | Storm Water Collection System  | <u>\$288,947.75</u>        |
| 5.                       | Excavation, Paving and Grading   | <u>\$382,338.50</u>        |
| 6.                       | Storm Water Pollution Prevention Plan  | <u>\$900.00</u>            |
| 7.                       | One-Time Only Construction Staking Service as Indicated in the Special Conditions section of the Contract Documents  | <u>\$1,000.00</u>          |
| 8.                       | Post Construction Topographic Verification, As-Built Survey and Record Drawing Preparation to be performed by Edminster, Hinshaw, Russ & Associates, dba, EHRA, as Indicated in the Special Conditions section of the Contract Documents and in Accordance with Standards, Rules and Regulations and signed by Registered Professional Engineer. (minimum bid \$10,000.00) | <u>\$10,000.00</u>         |
| 9.                       | Construction Permits   | <u>\$9,000.00</u>          |
| <b>TOTAL AMOUNT BID:</b> |  | <u><b>\$890,857.40</b></u> |

It is also understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the contract for all parts of the work, he will forfeit the Cashier's Check, Certified Check, or Bidder's Bond, as provided in the Specifications.

The undersigned proposes, if awarded the contract, to begin work within **five (5) calendar days** from written notice to commence work is given by the Engineer, and to Substantially Complete the work within **ninety (90) calendar days** after the date of the written Notice to Proceed and to achieve Final Completion of the Work within **one hundred (100) calendar days** from the date of the written notice to commence work.

**The quantities reflected in this Bid Proposal were tabulated from a set of drawings issued for bidding purposes only. The final quantities constructed may vary slightly from the bid quantities.**

This bid proposal shall be considered part of the Contract.

Respectfully yours,

Triple B Services, L.L.P.  
(Bidder-Company Name)

Donna Burke  
(Signature)

Donna Burke  
(Print or Type Name)

820 Old Atascocita Road  
(Address - Physical)

Huffman Harris  
(City) (County)

Texas 77336  
(State) (Zip Code)

Sr. Project Administrator  
(Title)

(Address - Mailing)

Liberty Mutual Insurance Company  
(Name of Surety)

(City) (State) (Zip Code)

281-324-3264  
(Phone)

281-324-1304  
(Fax)

donna@triplebservices.com  
(E-mail)

ATTEST

Cindy Melby  
Seal, if Bidder is a Corporation

**WSD & Paving to serve  
Merldiana Commercial, Section Sixty Eight**

**Construction Milestones Schedule**

| <u>Milestone</u>       | <u>Completion</u> |
|------------------------|-------------------|
| First Stage Utilities  | 30 days of NTP    |
| Paving                 | 75 days of NTP    |
| Second Stage Utilities | 90 days of NTP    |
| Final Completion       | 100 days of NTP   |

All parties agree that should the Contractor not meet the above mentioned Construction Milestones, the Contractor shall be held liable for liquidated damages assessed, at \$1,000 per day, per each individual milestone. Should the project be completed as a whole within the contract time, then contractor will be forgiven for any liquidated damages assessed against any individual milestone. Project is considered complete when the City's Representative accepts and approves all final Punch List Items and makes recommendation to the City Council that the project has been accepted.

Triple B Services, L.L.P.

Donna Burke  
Donna Burke

12/30/20  
Date

GR-M1, Ltd.

Mathew Lawson  
Mathew Lawson

12/30/20  
Date

BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55

AGREEMENT

**AGREEMENT**

STATE OF TEXAS }

COUNTY OF BRAZORIA }

THIS AGREEMENT ("Agreement") is made and entered into this 30 day of December, 2020 by and between Brazoria County Municipal Utility District No. 55 (the "Owner") c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, of Harris County, Texas, and Triple B Services, L.L.P., of the City of Huffman, County of Harris, and State of Texas, hereinafter termed "Contractor."

All capitalized terms used herein shall be given the meanings set forth in the General Conditions. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA shall be referred to herein as the "Engineer."

For and in consideration of the mutual covenants hereinafter set forth, and under the conditions expressed in the Bonds bearing even date herewith, the Contractor and Owner hereby agree as follows:

Contractor shall commence and complete the Work generally described as follows:

Water Distribution, Wastewater Collection,  
Storm Water Facilities and Paving to serve  
Meridiana Commercial, Section Sixty Eight  
for Brazoria County Municipal Utility District No. 55, Brazoria County, Texas,  
according to those particular Plans and Technical Specifications  
prepared by Engineer  
in the initial Contract Price of \$890,857.40

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.

## BRAZORIA COUNTY

MUNICIPAL UTILITY DISTRICT NO. 55

AGREEMENT

The Contractor hereby agrees to begin work within **five (5) calendar days** after written Notice to Proceed has been given by Engineer. Contractor hereby also agrees to achieve Substantial Completion of the Work within **90 calendar days** after the date of the written Notice to Proceed and to achieve Final Completion of the Work within **100 calendar days** 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 Eight Hundred Ninety Thousand, Eight Hundred Fifty Seven Dollars and Forty Cents (\$890,857.40), 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:

DocuSigned by:  
Cathy Verret  
72A3BF02573842C

Brazoria County Municipal Utility District No. 55

Owner

DocuSigned by:

By:

Houston Hamilton

BAPT04E39F414CB

Name: **Houston Hamilton**Title: **President**

Triple B Sevices, L.L.P.

Contractor

ATTEST:

Lisa Donna

By:

Donna Burke

Name: **Donna Burke**Title: **Sr. Project Administrator**

(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

**BRAZORIA COUNTY**

**MUNICIPAL UTILITY DISTRICT NO. 55**

**ATTACHMENT A TO AGREEMENT**

**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. 55 ("District") shall be deemed and considered as Owner for all purposes under the Contract Documents, except as provided herein.

- I. GR-M1, Ltd., as Authorized Agent for Rise Communities, 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.


**GR-M1, LTD.  
1602 AVENUE D, SUITE 100  
KATY, TEXAS 77493**

District, Developer and Contractor hereby agree and acknowledge this Attachment A of the Agreement.



**GR-M1, LTD., AS AUTHORIZED AGENT  
FOR RISE COMMUNITIES, LLC**

By:   
Name: **Mathew Lawson, PE**  
Title: **Vice President**  
Date: **12/30/20**

**TRIPLE R SERVICES, L.L.P.**

By:   
Name: **Donna Burke**  
Title: **Sr. Project Administrator**  
Date: **12/30/20**

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

DocuSigned by:  
  
By:   
Name: **Houston Hamilton**  
Title: **President**  
Date: **12/30/20**

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**PERFORMANCE BOND**

**PERFORMANCE BOND**

STATE OF TEXAS

Contract Date

December 30, 2020

COUNTY OF BRAZORIA

Date Bond Executed

December 30, 2020

PRINCIPAL Triple B Services, L.L.P.

SURETY Liberty Mutual Insurance Company

OWNER Brazoria County Municipal Utility District No. 55

PENAL SUM OF BOND (in words and figures) Eight Hundred Ninety Thousand, Eight Hundred Fifty Seven Dollars and Forty Cents (\$890,857.40), being 100 percent of the Contract Price.

CONTRACT for Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight for Brazoria County Municipal Utility District No. 55, 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.

Triple B Services, L.L.P.

PRINCIPAL

By Donna Burke

Name Donna Burke

Title Sr. Project Administrator

Address 820 Old Atascocita Road

Huffman, Texas 77336

ATTEST

By Lisa Gauna

Name Lisa Gauna

Title Project Administrator

(SEAL)

Liberty Mutual Insurance Company

SURETY

By Lauren O. Moudy

Name Lauren O. Moudy

Title Attorney in Fact

ATTEST

By Heather Noles

Name Heather Noles

Title Witness

(SEAL)

Physical Address:  
175 Berkeley Street  
Boston, MA 02116

Mailing Address:  
175 Berkeley Street  
Boston, MA 02116

Telephone: (617) 357-9500

Local Recording Agent Personal Identification Number:  
1822888

Agency Name: Bowen, Miclette and Britt Insurance Agency, LLC

Agency Address 1111 North Loop West, Suite 400, Houston, TX 77008

Agency Telephone (713) 880-7100

**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

**BRAZORIA COUNTY  
MUNICIPAL UTILITY DISTRICT NO. 55**

**PAYMENT BOND**

**PAYMENT BOND**

STATE OF TEXAS

Contract Date

December 30, 2020

COUNTY OF BRAZORIA

Date Bond Executed

December 30, 2020

PRINCIPAL Triple B Services, L.L.P.

SURETY Liberty Mutual Insurance Company

OWNER Brazoria County Municipal Utility District No. 55

PENAL SUM OF BOND (in words and figures) Eight Hundred Ninety Thousand, Eight Hundred Fifty Seven Dollars and Forty Cents (\$890,857.40), being 100 percent of the Contract Price.

CONTRACT for Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight for Brazoria County Municipal Utility District No. 55, Brazoria County, Texas.

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.

Triple B Services, L.L.P.

PRINCIPAL

By

Name Donna Burke

Title Sr. Project Administrator

Address 820 Old Atascocita Road

Huffman, Texas 77336

ATTEST

By

Name Lisa Gauna

Title Project Administrator

(SEAL)

Liberty Mutual Insurance Company

SURETY

By

Name Lauren O. Moudy

Title Attorney in Fact

ATTEST

By

Name Heather Noles

Title Witness

(SEAL)

Physical Address:  
175 Berkeley Street  
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**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

**CITY OF IOWA COLONY  
MAINTENANCE BOND**

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

a. Bond Number: [REDACTED] \_\_\_\_\_

b. Principal: Triple B Services, L.L.P.

c. Surety:

Name: Liberty Mutual Insurance Company

State Where Surety is Incorporated: Massachusetts

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 Commercial, Section Sixty Eight

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

This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.

f. Bond Amount: \$890,857.40

g. Maintenance Period:

Starting Date of Maintenance Period: \_\_\_\_\_

(Fill in **date of completion and acceptance** of the work performed or required to be performed under the Contract.)

Ending Date of Maintenance Period: two years after the Starting Date

h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.

2. Principal has entered into the Contract.

3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Oblige, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.

4. The condition of this obligation is that if the Principal shall remedy without cost to the Oblige any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.

6. If there is more than Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

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

SURETY:  
Liberty Mutual Insurance Company

PRINCIPAL:  
Triple B Services, L.L.P.

820 Old Atascocita Road  
Huffman, Texas 77336

By:   
Signature

By:   
Signature

Lauren O. Moudy  
Print or Type Signer's Name

Donna Burke  
Print or Type Signer's Name

Attorney in Fact  
Signer's Title

Sr. Project Administrator  
Signer's Title

**ATTACH POWER OF ATTORNEY**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202692 - 971801**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Britt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Lacey Mayfield, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 5th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## RIDER ADDING ADDITIONAL OBLIGEE

This rider is to be attached to and form a part of Performance and Payment bonds No. 58S213951,  
date the \_\_\_\_\_ executed by Liberty Mutual Insurance Company, a Massachusetts  
stock insurance company, as surety (the "Surety"), on behalf of \_\_\_\_\_  
Triple B Services, LLP  
820 Old Atascocita Road, Huffman, TX 77336, as principal (the "Principal"),  
in favor of Brazoria County Municipal Utility District No. 55  
\_\_\_\_\_, as obligee (the "Primary Obligor").

WHEREAS, the Principal has by written agreement dated the \_\_\_\_\_, entered  
into a contract (the "Contract") with the Primary Obligor for: Water Distribution, Wastewater Collection, Storm Water  
Facilities and Paving to Serve Meridiana Commercial, Section Sixty-Eight

WHEREAS, the Primary Obligor has requested that the Principal and the Surety execute and deliver to the Primary Obligor  
the Bond in connection with the Contract.

WHEREAS, the Primary Obligor has requested that the Principal and the Surety execute and deliver to the Primary Obligor  
this Rider to add additional obligee(s) (the Additional Obligor(s)) under the Bond.

NOW THEREFORE, the undersigned hereby agree and stipulate that GR-M1, Ltd., as Authorized Agent for Rise  
Communities, LLC  
\_\_\_\_\_, shall be added to the Bond  
as Additional Obligor(s), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Obligor and/or the Additional Obligor(s) unless the  
Primary Obligor and/or the Additional Obligor(s) shall make payments to the Principal strictly in accordance with the  
terms of the Contract, and shall perform all other obligations to be performed under said Contract in accordance with the  
Contract terms.
2. The aggregate liability of the Surety hereunder to the Primary Obligor and/or the Additional Obligor(s) shall be limited to  
the penal sum of the Bonds and Surety upon making payment hereunder shall be subrogated to and entitled to an  
assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against  
the Principal or any other party liable to the payee on the discharged obligation.
3. The Additional Obligor(s) rights hereunder are subject to the same defenses Principal and/or Surety have against the  
Primary Obligor, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal  
by the Primary Obligor under the Contract. At the Surety's election, any payment due under the Bond may be made by  
joint check payable to the Primary and/or any Additional Obligor(s).

This Rider is effective the \_\_\_\_\_.

IN WITNESS WHEREOF, said Principal and the Surety have caused these presents to be duly signed this \_\_\_\_\_  
day of \_\_\_\_\_.

Triple B Services, LLP  
(Principal)

By: Donna Burke  
Title: Donna Burke, Sr Project Administrator  
Date: \_\_\_\_\_

Liberty Mutual Insurance Company  
(Surety)

By: Lauren O. Moudy  
Title: Lauren O. Moudy, Attorney-in-Fact  
Date: \_\_\_\_\_

Brazoria County Municipal Utility District No. 55



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202692 - 971801**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Britt, Alyson Carmichael, Robert C. Davis, Tabitha Dorman, Nikole Jeannette, Lacey Mayfield, Barry K. McCord, David T. Miclette, Lauren O. Moudy, Heather Noles, Robert M. Overbey, Jr.

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of December, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 5th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



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King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
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Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2020

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><br>Bowen, Milette & Britt Insurance Agency, LLC<br>1111 N. Loop West, Suite 400<br>Houston TX 77008 | <b>CONTACT NAME:</b> Heather Cameron                   |                                    |               |
|   | <b>PHONE (A/C, No, Ext):</b> 713-880-7100              | <b>FAX (A/C, No):</b> 713-880-7166 |               |
|   | <b>E-MAIL ADDRESS:</b> hcameron@bmbinc.com             |                                    |               |
| <b>INSURED</b><br>Triple B Services, LLP<br>820 Old Atascocita Road<br>Huffman TX 77336                             | <b>INSURER(S) AFFORDING COVERAGE</b>                   |                                    | <b>NAIC #</b> |
|   | <b>INSURER A:</b> Amerisure Mutual Insurance Company   |                                    | 23396         |
|   | <b>INSURER B:</b> Navigators Ins Co                    |                                    | 42307         |
|   | <b>INSURER C:</b> Great American E&S Insurance Company |                                    | 37532         |
|   | <b>INSURER D:</b>                                      |                                    |               |
|   | <b>INSURER E:</b>                                      |                                    |               |
| <b>INSURER F:</b>   |  |                                    |               |

**COVERAGES****CERTIFICATE NUMBER:** 873149718**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><b>OTHER:</b> | Y         | Y        | CPP20610681102  | 4/5/2020                | 4/5/2021                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                      | Y         | Y        | CA20610671202   | 4/5/2020                | 4/5/2021                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  | Y         | Y        | CH20EXC704733IV | 4/5/2020                | 4/5/2021                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | WC206106312     | 4/5/2020                | 4/5/2021                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| C        | Professional   |           |          | PCM327355305    | 4/5/2020                | 4/5/2021                | Each Claim 5,000,000<br>Aggregate 10,000,000<br>Retention 25,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Pollution Liability  
PCM327355305  
Great American E&S Insurance Company  
4/5/2020- 4/5/2021  
\$10,000,000 Per Occurrence  
\$10,000,000 Aggregate

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Brazoria County Municipal Utility District No. 55, GR-M1, LTD  
c/o EHRA Engineering  
10011 Meadowglen Lane  
Houston TX 77042

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|   |           |  |
|---|-----------|--|
| AGENCY<br>Bowen, Miclette & Britt Insurance Agency, LLC |           | NAMED INSURED<br>Triple B Services, LLP<br>820 Old Atascocita Road<br>Huffman TX 77336 |
| POLICY NUMBER   |           |  |
| CARRIER   | NAIC CODE | EFFECTIVE DATE:  |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: [certificates@bmbinc.com](mailto:certificates@bmbinc.com)

## General Liability:

Blanket additional insured Ongoing Operations per form #CG 70 85 10 15  
Blanket additional insured Completed Operations per form #CG 70 85 10 15  
Blanket waiver of subrogation per form #CG 70 63 04 17  
Blanket primary/non-contributory per form #CG 70 85 10 15

## Automobile:

Blanket additional insured per form #CA 71 65 09 11  
Blanket waiver of subrogation per form #CA 71 18 11 09  
Blanket primary/non-contributory per form #CA 71 65 09 11

## Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 B

## Umbrella:

Blanket additional insured per form #NAV-EXC-001 (04/10)  
Blanket waiver of subrogation per form #NAV-ECD-6012 (01/11)  
Blanket primary/non-contributory per form #NAV-EXC-348A (01/11)

Ref. Water Distribution, Wastewater Collection, Storm Water Facilities, and Paving to serve Meridiana Commercial Section 68  
Contract \$890,857.40

Certificate Holder Includes: Brazoria County Municipal Utility District No. 55, GR-M1, LTD c/o EHRA Engineering

Pollution Waiver of Subrogation is attached  
Pollution 30 NOC is included

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**TEXAS CONTRACTOR'S BLANKET ADDITIONAL INSURED**  
**ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

|  |  |   |
|--|--|---|
| <b>Policy Number</b><br>[REDACTED]             | <b>Agency Number</b><br>0765330                              | <b>Policy Effective Date</b><br>04/05/2020                      |
| <b>Policy Expiration Date</b><br>04/05/2021    | <b>Date</b>  | <b>Account Number</b><br>[REDACTED]                             |
| <b>Named Insured</b><br>TRIPLE B SERVICES, LLP | <b>Agency</b><br>BOWEN, MICLETTE & BRITT<br>INSURANCE AGENCY | <b>Issuing Company</b><br>AMERISURE MUTUAL<br>INSURANCE COMPANY |

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business.
  - b.** The written contract or written agreement must:
    - (1) Require additional insured status for a time period during the term of this policy; and
    - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
  - c.** If, however:
    - (1) "Your work" began under a letter of intent or work order; and
    - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
    - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds; we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:
      - (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
      - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

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(3) Completed operations coverage, but only if:

- (a) The written contract or written agreement requires completed operations coverage or "your work" coverage; and
- (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. If the written contract or written agreement:

- (1) Requires "arising out of" language; or
- (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
  - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
  - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

c. If the written contract or written agreement requires you to provide additional insured coverage to that person or organization by the use of:

- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
- (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
- (3) Both those endorsements with either of those edition dates; or
- (4) Either or both of the following:
  - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
  - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement; or
  - (3) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
  - (1) The preparing, approving, or failing to prepare or approve:
    - (a) Maps;
    - (b) Drawings;
    - (c) Opinions;

- (d) Reports;
  - (e) Surveys;
  - (f) Change orders;
  - (g) Design specifications; and
  - (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:
4. **Other Insurance.**
- Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
- a. Primary;
  - b. Excess;
  - c. Contingent; or
  - d. On any other basis;
- but if the written contract or written agreement requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. If the written contract or written agreement as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 85 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket where required by written contract or written agreement that the terms of CG 20 10 11 85 apply.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**CG 20 10 11 85** Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TEXAS**  
**CONTRACTOR'S GENERAL LIABILITY EXTENSION ENDORSEMENT**

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#### 16. BROADENED KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers," directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e.** If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

#### 17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

##### **6. Representations**

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### 18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** 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 them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

#### 19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Policy Number: CA20610671202  
Effective Date: 04/05/2020 - 04/05/2021

COMMERCIAL AUTO  
CA 71 65 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE


This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

|  |  |
|--|--|
| Endorsement Effective: 04/05/2020        | Countersigned By:  |
| Named Insured:<br>TRIPLE B SERVICES, LLP | <br>(Authorized Representative) |

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

Any person or organization with whom you have an "insured contract" which requires:

- i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
- ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

- d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ \_\_\_\_\_

#### **1. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE, A.1. Who Is An Insured** is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow and while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

  - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";
  - (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
  - (3) To any lessor of "autos" unless:
    - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
    - (b) The "auto" is leased without a driver; and

- (2) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

**7. AIRBAG COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, paragraph 3. is deleted and replaced by the following:

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
- (1) Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
  - (2) Blowouts, punctures or other road damage to tires.

**8. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

**Section III – PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**9. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE**

Under **Section III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended to add the following:

When there is a loss to your covered "auto" insured for Collision Coverage, no deductible will apply if the loss was caused by a collision with another "auto" insured by us.

**10. KNOWLEDGE OF ACCIDENT**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
- (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**11. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the "insured" has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**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

**(X) Blanket Waiver**

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**2. Operations:****3. Premium:**

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

**4. Advance Premium:**

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 04/05/2020

Policy No. WC206106312

Endorsement No.0

Insured Triple B Services, LLP

Premium \$

Insurance Company

**WC 42 03 04 B**

(Ed. 6-14)

Countersigned by

## Commercial Excess Liability Coverage Part

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout the policy the words "you" and "your" refer to the Named Insured. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any other person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

Other words and phrases that appear in quotations in this policy have special meanings. Refer to SECTION V - DEFINITIONS.

### SECTION I – COVERAGE

#### 1. Insuring Agreement

##### A. Excess Liability

1. We will pay on behalf of the insured and in excess of "underlying limits" those sums the insured becomes legally obligated to pay as damages for "loss" to which this insurance applies. This insurance applies only if:
  - a. the "loss" is caused by an "event" that takes place in the coverage territory;
  - b. the "loss" occurs during the "policy period;" and
  - c. the "controlling underlying insurance" applies to the "loss."
2. If an aggregate limit of "controlling underlying insurance" is exhausted by the payment of judgments or settlements to which this insurance applies, or would have applied but for the amount of the damages, this insurance will apply in place of the "controlling underlying insurance" until we have paid our applicable Limits of Insurance.
3. When paragraph 2. above applies, ending the "controlling underlying insurance" obligations to investigate and settle claims or defend suits against the insured, we have the right and duty to investigate claims and defend suits which seek damages to which this insurance applies. Our right and duty to defend end when we have paid our applicable Limits of Insurance.
4. When paragraph 2. above does not apply, we have the right, but not the duty, to participate in the investigation or settlement of any claim or the defense of any suit against any insured.
5. We have the right, at our discretion, to settle any claim to which this insurance applies.
6. As respects paragraphs 3. and 4. above, "defense expenses" we incur in the investigation of any claim or defense of any suit will be paid in addition to the Limits of Insurance except when such costs reduce the limits of "controlling underlying insurance," in which case they will reduce our Limits of Insurance.
7. The amount we pay is limited. See SECTION III – LIMITS OF INSURANCE.

Navigators Insurance Company

## SECTION II – WHO IS AN INSURED

The WHO IS AN INSURED section of the "controlling underlying insurance" is made part of this policy. Any person or organization that is an insured in "controlling underlying insurance" is an insured in this policy to the same extent.

## SECTION III – LIMITS OF INSURANCE

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, claims made or suits brought, or persons or organizations making claims or bringing suits.

1. The General Aggregate Limit is the most we will pay for the sum of all damages to which this insurance applies, except:
  - a. damages because of bodily injury or property damage included within any applicable products-completed operations hazard; or
  - b. damages arising out of the ownership, operation, maintenance or use of an automobile;
2. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages included within any applicable products-completed operations hazard;
3. Subject to paragraphs 1. and 2. above, the Each Event Limit is the most we will pay for all damages that arise out of any one "event."

## SECTION IV – CONDITIONS

The CONDITIONS sections of the "controlling underlying insurance" are made part of this policy. If an inconsistency or contradiction exists between the Conditions of this policy and the Conditions of the "controlling underlying insurance," the Conditions of this policy will apply.

1. Appeals  
At our discretion we may appeal any judgment which would result in a payment under this policy. When we do appeal, we will pay all costs associated with the appeal in addition to the Limits of Insurance. Any such appeal will not increase our Limits of Insurance.
2. Bankruptcy or Insolvency  
Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this policy. Bankruptcy or insolvency of any company providing "controlling underlying insurance" will not reduce the "underlying limits" or increase our obligations under this policy. We will not be required to drop down or replace "controlling underlying insurance."
3. Cancellation
  - a. The first Named Insured may cancel this policy at any time by providing us advanced written notice of the cancellation date.
  - b. We may cancel this policy at any time by providing the first Named Insured written notice of cancellation:
    - i. at least 10 days in advance if we cancel for non-payment of premium; or
    - ii. at least 30 days in advance if we cancel for any other reason:

Navigators Insurance Company

- c. If the "controlling underlying insurance" is cancelled for any reason, this policy is also cancelled. Reinstatement of the "controlling underlying insurance" does not reinstate this policy unless reinstatement is endorsed hereon.

Return premium, if any, will be calculated per Condition 11. Premium. Proof of mailing will be proof of notice.

4. Non-Renewal

- a. We are not obligated to renew this policy. However, should we decide not to renew, we will provide the first Named Insured written notice of our decision at least 30 days prior to the expiration date shown in the Declarations.
- b. We will not restrict the terms or increase premium of this policy at renewal unless we have given the first Named Insured at least 30 days advanced notice of any such changes. However, no notice will be provided or required if a restriction in this policy results from a restriction applicable to "controlling underlying insurance."
- c. The first Named Insured may non-renew this policy by:
  - i. providing advance written notice to us;
  - ii. rejecting our offer to renew; or
  - iii. failing to reply to our offer to renew.

Proof of mailing will be proof of notice.

5. Changes

This policy contains all of the agreements between you and us. This policy may only be changed by endorsements we issue.

6. Duties When There is an "Event," Claim or Suit

- a. You must see to it that we and any other insurers who could provide coverage are notified as soon as practicable of any "event" which may be reasonably expected to result in a claim under this policy. To the extent possible, notice should include:
  - i. how, when and where the "event" took place;
  - ii. the names and addresses of any injured persons and witnesses; and
  - iii. the nature and location of any injury or damage arising out of the "event."
- b. If a claim is made or suit is brought against any insured which may be reasonably expected to result in a claim under this policy, you must:
  - i. immediately record the specifics of the claim or suit and the date received; and
  - ii. notify us, and any other insurers who could provide coverage, as soon as practicable.
- c. You and any other involved insured must:
  - i. immediately send us, and any other insurers who could provide coverage, copies of any demands, notices, summonses or legal papers received in connection with a claim or suit which may be reasonably expected to result in a claim under this policy;
  - ii. authorize us to obtain records and other information;
  - iii. cooperate with us in the investigation or settlement of the claim, issues relating to coverage under this policy or defense against the suit; and
  - iv. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the injury or damage to which this insurance may apply.

Navigators Insurance Company

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than first aid, without our consent. Notice to us may be sent to our address shown in the Declarations.
7. Legal Action Against Us  
No person or organization has a right under this insurance:
- to join us as a party or otherwise bring us into a suit asking for damages from an insured; or
  - to sue us on this insurance unless all of its terms have been fully complied with.
8. Maintenance of Controlling Underlying Insurance  
During the "policy period" you must maintain "controlling underlying insurance" with "underlying limits" at least equal to the amounts shown in the Declarations. The "underlying limits" must be unimpaired at the beginning of this "policy period." If you fail to maintain the "controlling underlying insurance" this policy will be invalid. If you fail to maintain "underlying limits," we will only be liable to the extent we would have been liable had you maintained the "underlying limits." Reduction of "underlying limits" by the payment of judgments or settlements for "loss" to which this insurance applies, or would have applied but for the amount of the damages, will not be considered a failure to maintain "underlying limits."
9. Other Insurance  
This insurance is excess over any insurance available to the insured except insurance purchased specifically to apply in excess of this policy.
10. Payment of Damages  
When the amount of damages payable under this policy has been determined by final judgment or a written settlement agreement between the claimant and us, we will pay that amount, up to our applicable Limits of Insurance, after the "controlling underlying insurance" or the insured has paid the full amount of the "underlying limits."
11. Premium  
The Premium shown in the Declarations is the premium for the coverage we provide for the "policy period." The first Named Insured is responsible for the payment of all premiums under this policy. If this policy is cancelled prior to its expiration date return premium will be calculated as follows:
- if cancelled by us:  
$$[(\text{Premium}) - (\text{Minimum Earned Premium})] \times (\text{Pro Rata factor})$$
  - if cancelled by you:  
$$[(\text{Premium}) - (\text{Minimum Earned Premium})] \times \{(\text{Pro Rata factor}) \times (.90)\}.$$
12. Separation of Insureds  
Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
- as if each Named Insured were the only Named Insured; and
  - separately to each insured against whom claim is made or suit is brought.
13. Transfer of Rights of Recovery Against Others  
If an insured has rights to recover all or part of any payment we have made under this insurance, the insured must preserve those rights and, at our request, pursue or transfer those rights to us. The insured must do nothing after an "event" to impair them.

Navigators Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF SUBROGATION**

### **SCHEDULE**

|  |
|--|
| <b>Name of Person or Organization:</b>   |
| As required by written contract or agreement.  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

All other terms of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF CONDITIONS  
OTHER INSURANCE  
PRIMARY AND NON-CONTRIBUTING**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE PART**

**SCHEDULE**

When required by written contract executed before the "loss."

- A. Section IV - Conditions, 9. Other Insurance is deleted and replaced by the following:
9. This insurance is excess over any other insurance available to the insured except:
- a. insurance that is purchased specifically to apply in excess of this policy; or
  - b. insurance available to the person or organization shown in the Schedule of this endorsement as an additional insured on the "controlling underlying insurance."
- B. When this insurance applies on a primary and non-contributing basis, the Limits of Insurance available for the additional insured will be the lesser of:
- 1. the amounts shown in item 3 of the Declarations of this policy; or
  - 2. the amount of insurance you are required to provide the additional insured in the written contract or agreement.

All other terms of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 60 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

**This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only.** Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

### **SCHEDULE**

#### **Name Of Person Or Organization**

#### **Mailing Address**

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 60 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

**This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only.** Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

### **SCHEDULE**

#### **Name Of Person Or Organization**

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

#### **Mailing Address**

The address shown for that person or organization in that certificate of insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 60

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

### SCHEDULE

#### Name of Person or Organization

The Name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

#### Mailing Address

The Mailing Address is the address shown for that person or organization in that certificate of insurance.



Administrative Offices  
301 E. 4<sup>th</sup> Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

PCM Manus (06 18)

Policy Number: PCM327355305  
Effective Date: 04/05/2020 - 04/05/2021

## **GREAT AMERICAN E & S INSURANCE COMPANY**

### **PROFESSIONAL AND CONTRACTING SERVICES ENVIRONMENTAL LIABILITY INSURANCE POLICY**

**THIS POLICY CONTAINS SOME CLAIMS MADE AND REPORTED COVERAGES. READ IT CAREFULLY.**

**SOME OF THE COVERAGES CONTAINED WITHIN THIS POLICY REQUIRE THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.**

**SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL EXPENSE IS SUBJECT TO AND WILL ERODE THE LIMIT OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.**

In this Policy, "the Company" refers to the company providing this insurance. Some other words and phrases that appear in capital letters have special meaning. Refer to Section II – DEFINITIONS.

In consideration of the payment of the Policy Premium and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted in connection with the Application, and subject to all the terms, conditions, exclusions and limitations of this Policy, the Company agrees to provide insurance coverage to the INSURED as described herein:

#### **SECTION I. INSURING AGREEMENTS**

**EACH OF THE FOLLOWING COVERAGES IS IN EFFECT ONLY IF LIMITS OF LIABILITY ARE INDICATED FOR SUCH COVERAGE IN THE DECLARATIONS. EACH COVERAGE THAT IS IN EFFECT IS SUBJECT TO SECTION VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION.**

##### **A. COVERAGE A**

###### **1. PROFESSIONAL LIABILITY**

The Company will pay on behalf of the INSURED for LOSS and related LEGAL EXPENSE because of an actual or alleged act, error or omission in PROFESSIONAL SERVICES, which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD, but only if the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

###### **2. MITIGATION COSTS COVERAGE**

The Company will pay the INSURED's MITIGATION COSTS because of an actual act, error or omission in PROFESSIONAL SERVICES, but only if:

- (a) the PROFESSIONAL SERVICES were rendered subsequent to the applicable Retroactive Date, but prior to the end of the POLICY PERIOD;
- (b) during the POLICY PERIOD and prior to incurring any MITIGATION COSTS, the INSURED provides the Company with:
  - (i) written notice of such act, error or omission in PROFESSIONAL SERVICES; and
  - (ii) a proposed written plan for rectifying such act, error or omission, along with documentation supporting the reasonableness and necessity of such proposed plan;

- (c) all MITIGATION COSTS are approved by the Company, in writing, prior to being incurred by the INSURED; and
- (d) the MITIGATION COSTS are not covered under any other Coverage afforded under this Policy.

### **3. PROFESSIONAL INDEMNITY COVERAGE**

The Company will indemnify the INSURED for LOSS that is in excess of the REQUIRED INSURANCE because of an actual or alleged act, error or omission in PROFESSIONAL SERVICES performed by the DESIGN PROFESSIONAL, but only if:

- (a) a CLAIM is first made by the INSURED against such DESIGN PROFESSIONAL during the POLICY PERIOD; and
- (b) the INSURED reports the CLAIM to the Company, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

### **B. COVERAGE B – OCCURRENCE CONTRACTING SERVICES POLLUTION LIABILITY**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION at, or migrating from, a JOB SITE that arises from CONTRACTING SERVICES or COMPLETED OPERATIONS:

- 1. which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD; or
- 2. if, during the POLICY PERIOD:
  - (a) the POLLUTION CONDITION first begins;
  - (b) the INSURED first discovers the POLLUTION CONDITION; and
  - (c) the INSURED first reports the POLLUTION CONDITION to the Company, in writing.

### **C. COVERAGE C – POLLUTION LEGAL LIABILITY ARISING FROM AN OWNED LOCATION**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a COVERED LOCATION:

- 1. which the INSURED becomes legally obligated to pay as a result of a CLAIM first made against the INSURED during the POLICY PERIOD; or
- 2. if, during the POLICY PERIOD, the INSURED first discovers the POLLUTION CONDITION,

but only if:

- (i) the INSURED notifies the Company of the CLAIM or POLLUTION CONDITION, in writing, during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD; and
- (ii) the POLLUTION CONDITION first begins and ends within a period of ten (10) consecutive days.

**D. COVERAGE D – OCCURRENCE NON-OWNED DISPOSAL SITE**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION on, at, under, or migrating from a NON-OWNED DISPOSAL SITE, which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD.

**E. COVERAGE E – OCCURRENCE IN-BOUND AND OUT-BOUND TRANSPORTATION COVERAGE**

The Company will pay on behalf of the INSURED for LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE because of a POLLUTION CONDITION arising from the INSURED's goods, products, or waste, during the course of transportation by a CARRIER, including any loading or unloading of such goods, products, or waste, which the INSURED becomes legally obligated to pay as a result of a CLAIM because of BODILY INJURY, PROPERTY DAMAGE, or ENVIRONMENTAL DAMAGE that occurs during the POLICY PERIOD.

**SECTION II. DEFINITIONS**

**A. ADDITIONAL NAMED INSURED** means any person, organization, or entity identified as an ADDITIONAL NAMED INSURED in an endorsement issued by the Company.

**B. AUTOMOBILE** means a land motor vehicle, trailer, semi-trailer, mobile equipment, or off-road motor vehicle, including any machinery or apparatus attached thereto.

**C. BODILY INJURY** means:

1. physical injury, sickness, disease, or building-related illness sustained by any person, including death resulting therefrom and, solely with regard to this Item C.1., any accompanying medical or environmental monitoring;
2. court-ordered medical monitoring; or
3. mental anguish, emotional distress, or shock,

caused by a POLLUTION CONDITION.

**D. CARRIER** means a person or entity, including an INSURED or any subsidiary or affiliate company of an INSURED, engaged by or on behalf of the INSURED to transport material by AUTOMOBILE, aircraft, watercraft, or rolling stock, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.

**E. CLAIM** means:

1. with regard to all coverages other than Coverage A.3., a demand, notice, or assertion of a legal right alleging liability or responsibility on the part of the INSURED because of: (i) a POLLUTION CONDITION; or (ii) an actual or alleged act, error or omission in PROFESSIONAL SERVICES, including but not be limited to lawsuits, orders, petitions or governmental or regulatory actions filed against the INSURED; or
2. solely with regard to Coverage A.3., a written demand made by the INSURED alleging liability or responsibility on the part of the DESIGN PROFESSIONAL for LOSS arising out of an actual or alleged act, error or omission in PROFESSIONAL SERVICES performed by the DESIGN PROFESSIONAL.

**F. CLEAN-UP COSTS** mean the reasonable and necessary expenses incurred to investigate, remove, dispose of, abate, contain, treat, or neutralize a POLLUTION CONDITION, including any associated monitoring and testing costs:

1. to the extent required by federal, state, local or provincial laws, including but not limited to statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, governing the liability or responsibilities of the INSURED; or
2. in the absence of items in 1. above, to the extent recommended by an ENVIRONMENTAL PROFESSIONAL.

CLEAN-UP COSTS include:

- (a) REPLACEMENT COSTS;
- (b) EMERGENCY RESPONSE COSTS;
- (c) any associated punitive, exemplary, or multiplied damages where insurable by law; and
- (d) civil fines, penalties and assessments, but only to the extent they: (i) arise solely from the investigation, removal, disposal of, abatement, containment, treatment or neutralization of a POLLUTION CONDITION; (ii) are imposed by a government entity acting under authority of applicable federal, state, local or provincial laws; and (iii) are insurable by law.

**G. COMPLETED OPERATIONS** mean CONTRACTING SERVICES that are completed. COMPLETED OPERATIONS do not include any CONTRACTING SERVICES that have not been completed or have otherwise been abandoned. CONTRACTING SERVICES will be considered completed at the earliest of the following times:

- 1. when all CONTRACTING SERVICES to be performed under the contract have been completed; or
- 2. when all CONTRACTING SERVICES to be performed at the JOB SITE have been completed; or
- 3. when that portion of the CONTRACTING SERVICES has been put to its intended use by any person or entity other than another contractor or subcontractor working on the same project.

CONTRACTING SERVICES that may require further maintenance, service, correction, repair or replacement, but are otherwise complete, shall be deemed completed.

**H. CONTRACTING SERVICES** mean any contracting services stated in the Declarations, or scheduled as such onto this Policy by an endorsement issued by the Company, performed by or on behalf of the INSURED at a JOB SITE.

**I. COVERED LOCATION** means any location stated in the Declarations or any location scheduled as such onto this Policy by an endorsement issued by the Company. COVERED LOCATION does not include a JOB SITE.

**J. DESIGN PROFESSIONAL** means an organization or entity, or any sub-contractor or sub-consultant thereof, that performs PROFESSIONAL SERVICES on behalf of the INSURED pursuant to a written contract with the FIRST NAMED INSURED or an ADDITIONAL NAMED INSURED that was signed by the DESIGN PROFESSIONAL before the actual or alleged act, error or omission in PROFESSIONAL SERVICES. DESIGN PROFESSIONAL does not include any organization or entity, or sub-contractor or sub-consultant thereof, that is not duly certified or licensed to perform such PROFESSIONAL SERVICES.

**K. EMERGENCY RESPONSE COSTS** mean costs, charges or expenses incurred by the INSURED on an emergency basis, where delay on the part of the INSURED would cause injury to persons, damage to property, or increase significantly the cost of responding to a POLLUTION CONDITION. The INSURED shall notify the Company of all such expenses immediately after the emergency ends.

**L. ENVIRONMENTAL DAMAGE** means physical injury to the atmosphere, structures, soil, surface water or groundwater arising from a POLLUTION CONDITION and resulting in CLEAN-UP COSTS. ENVIRONMENTAL DAMAGE does not include PROPERTY DAMAGE.

**M. ENVIRONMENTAL PROFESSIONAL** means an individual designated by the Company who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both. The Company shall consult with the FIRST NAMED INSURED in conjunction with the selection of the ENVIRONMENTAL PROFESSIONAL. The Company may require that such professional meet certain minimum qualifications and maintain errors and omissions insurance.

**N. EXTENDED REPORTING PERIOD** means the Automatic Extended Reporting Period or, if applicable, the Optional Extended Reporting Period described in Section V. of this Policy.

**O. FIRST NAMED INSURED** means the person or entity stated in Item 1. of the Declarations.

**P. GREEN BUILDING MATERIALS** mean any building products or construction materials that are recognized by The Leadership in Energy and Environmental Design (LEED®) or Energy Star as: (i) being environmentally preferable or sustainable; or (ii) providing enhanced energy efficiency.

**Q. INSURED** means:

1. the FIRST NAMED INSURED;
2. any ADDITIONAL NAMED INSURED; and
3. any present or former director, officer, partner, member, employee, leased or temporary worker of the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, while acting within the scope of his/her duties as such; and
4. any organization or entity, in existence at any time prior to the POLICY PERIOD, in which the FIRST NAMED INSURED has: (i) an ownership interest of fifty percent (50%) or more; or (ii) control over the management thereof; and
5. any joint venture in which the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED is named as a co-venturer, but solely to the extent such FIRST NAMED INSURED or ADDITIONAL NAMED INSURED is liable because of its performance CONTRACTING SERVICES provided under such joint venture; and
6. solely with regard to Coverage B under this Policy and only when required by written contract, INSURED also includes:
  - (a) the client for whom the INSURED performs CONTRACTING SERVICES provided that such contract was signed by the INSURED and such client prior to the date the POLLUTION CONDITION first commenced. However, the client is included as an INSURED under this Policy solely to the extent that the client is found liable based upon CONTRACTING SERVICES negligently performed by an INSURED other than the client. No coverage will be provided for such entity's own negligence or strict liability; and
  - (b) any entity unrelated to the FIRST NAMED INSURED or any ADDITIONAL NAMED INSURED, provided that such contract was signed by the INSURED and the client for whom the INSURED performs CONTRACTING SERVICES prior to the date the POLLUTION CONDITION first commenced. However, such entity is included as an INSURED under this Policy solely to the extent that it is found liable based upon CONTRACTING SERVICES negligently performed by an INSURED other than such entity. No coverage will be provided for such entity's own negligence or strict liability.

Coverage for such client or entity under this Policy shall not exceed the lesser of the following amounts:

- (i) the Limit of Liability required under such written contract; or
- (ii) the applicable Coverage B Limit of Liability of this Policy.

However, INSURED does not include and DESIGN PROFESSIONAL

Notwithstanding Section IX. CONDITIONS, Item N. OTHER INSURANCE, and only when required by such written contract, the coverage afforded under this Policy for any person or entity who is an INSURED solely by reason of subparagraph 6. of the Definition of INSURED will apply as primary as to any other valid and collectible insurance available to such INSURED.

**R. JOB SITE** means a location at which CONTRACTING SERVICES are performed. JOB SITE also includes real property rented or leased by the INSURED during the course of performing CONTRACTING SERVICES, but only if such real property is utilized in direct support of such CONTRACTING SERVICES. However, JOB SITE does not include any:

1. COVERED LOCATION; or

2. other location that is managed, operated, owned, or leased by an INSURED or any subsidiary or affiliate of an INSURED, except for any such location that is managed, operated, owned, or leased solely by any person or organization that is an INSURED only by reason of subparagraph 6. of the definition of INSURED.

**S. LEGAL EXPENSE** means attorneys' fees and other charges and expenses incurred in the investigation, adjustment, defense, or settlement of any CLAIM for LOSS or CLEAN-UP COSTS, or in connection with the payment of any CLEAN-UP COSTS. LEGAL EXPENSE includes the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, adjustment, defense, or settlement, whether incurred by the INSURED, defense counsel, or the Company.

LEGAL EXPENSE also includes costs of appeal bonds, and pre-judgment and post-judgment interest and reasonable expenses incurred by the FIRST NAMED INSURED for any of its employees to attend, pursuant to a formal notice or subpoena, a hearing, trial, arbitration, mediation or deposition associated with a CLAIM covered by this Policy.

LEGAL EXPENSE does not include salary charges of regular employees or officials of the Company, fees and expenses of supervisory counsel retained by the Company, or, except as indicated above, the time and expense incurred by the INSURED in assisting in the investigation or resolution of a CLAIM or in connection with CLEAN-UP COSTS, including but not limited to the costs of the INSURED's in-house counsel.

**T. LOSS** means:

1. solely with regard to Coverage A.1., a monetary judgment, award, or settlement of:
  - (a) compensatory damages; or
  - (b) punitive, exemplary or multiplied damages, civil fines, penalties and assessments, where insurable by law.
2. solely with regard to Coverage A.3., the sum the INSURED is legally entitled to recover from the DESIGN PROFESSIONAL as determined by:
  - (a) a final judgment by a court of competent jurisdiction;
  - (b) a final award in an arbitration or other form of dispute resolution to which the INSURED must submit, or to which it submits with the Company's prior written consent; or
  - (c) a settlement with the DESIGN PROFESSIONAL, which the INSURED makes with the Company's prior written consent.
3. with regard to any coverage(s) other than Coverage A.1 and A.3., a monetary judgment, award, or settlement of:
  - (a) compensatory damages; or
  - (b) punitive, exemplary or multiplied damages, civil fines, penalties and assessments, where insurable by law, because of BODILY INJURY or PROPERTY DAMAGE.

However, LOSS does not include any:

- (i) return, refund, or disgorgement of any INSURED's fee or other sum, whether or not the INSURED received it for PROFESSIONAL SERVICES, expenses, or otherwise;
- (ii) cost of complying with any injunctive or other equitable relief; or
- (iii) liquidated damages, whether such liquidated damages are pursuant to contract or otherwise.

**U. MEDIATION** means the process by which a neutral third party evaluates a CLAIM and provides non-binding recommendations in an effort to facilitate a resolution of such CLAIM.

**V. MITIGATION COSTS** mean the reasonable costs and expenses that are necessary to:

1. prevent further harm, injury or damage to persons or tangible property; or
2. reduce the INSURED's liability to any person or organization that is not an INSURED, but only if the INSURED expects to incur such liability as a direct result of an act, error or omission in the PROFESSIONAL SERVICES.

However, MITIGATION COSTS do not include: (i) any of the INSURED's overhead, mark-up, profit or labor costs; (ii) any consequential damages or costs, including but not limited to delay damages, cost over-runs, lost profits, liquidated damages, or loss of use; or (iii) any work that is a betterment or exceeds the scope of the original project.

**W. MOLD MATTER** means mold, mildew, or any type or form of fungus, including any mycotoxins, spores, or byproducts produced or released by fungi.

**X. NON-OWNED DISPOSAL SITE ("NODS")** means a location used for the treatment, storage, or disposal of waste, but only if:

1. the waste is generated by CONTRACTING SERVICES or at a COVERED LOCATION; and
2. the NODS is not managed, operated, owned, or leased by the INSURED or any subsidiary or affiliate of the INSURED; and
3. the NODS is permitted or licensed by any federal, state, local or provincial authorities to accept waste material as of the date of the treatment, storage, or disposal; and
4. the NODS is not listed on a proposed or final Federal National Priorities List ("NPL") and any State or Provincial equivalent NPL, Superfund, or Hazardous Waste list prior to the treatment, storage, or disposal.

**Y. POLICY PERIOD** means the period stated in Item 2. of the Declarations. However, if this Policy is cancelled by either the FIRST NAMED INSURED or the Company, the policy period ends at the effective date and time of the cancellation.

**Z. POLLUTANTS** mean any solid, liquid, gaseous or thermal pollutant, irritant or contaminant, including but not limited to smoke, vapors, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, waste, including medical, infectious, red bag, and pathological wastes, legionella, electromagnetic fields, MOLD MATTER and low-level radioactive waste and material.

**AA. POLLUTION CONDITION** means:

1. the discharge, dispersal, release, seepage, migration, or escape of POLLUTANTS into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater;
2. the illicit abandonment of contained or uncontained POLLUTANTS at a JOB SITE or COVERED LOCATION, but only if such abandonment was committed by a person(s) or entity(ies) other than an INSURED and without the knowledge of any RESPONSIBLE PERSON;
3. the existence of MOLD MATTER, on, at, or within a building or structure;
4. the discharge, dispersal, release, or escape of methamphetamines or other chemicals associated with methamphetamine laboratories within a building or structure;
5. solely with regard to Coverage E, the illicit abandonment of any waste beyond the legal boundaries of a COVERED LOCATION by a CARRIER, but only if such abandonment was committed by a CARRIER that is not an INSURED and without the knowledge of any RESPONSIBLE PERSON; and
6. solely with regard to Coverage D, the inadvertent disposal of a waste at a NON-OWNED DISPOSAL SITE that is not permitted or licensed to accept the type of waste that was inadvertently disposed, but only if such inadvertent disposal was made by a CARRIER.

**BB. PROFESSIONAL SERVICES** mean:

1. solely with regard to Coverage A.1., any professional services stated in the Declarations, or scheduled as such onto this Policy by endorsement issued by the Company, performed by or on behalf of the INSURED;
2. solely with regard to Coverage A.2., design, design assist, engineering, or value engineering performed by or on behalf of the INSURED;
3. solely with regard to Coverage A.3., design, design assist, engineering, or value engineering performed by the DESIGN PROFESSIONAL.

**CC. PROPERTY DAMAGE** means:

1. physical injury to, or destruction of, the real property or tangible personal property of any: (a) person or organization that is not an INSURED; or (b) any person or organization that is an INSURED only by reason of subparagraph 6. of the definition of INSURED, including the resulting loss of use of such property; or
2. loss of use of such property that has not been physically injured or destroyed;
3. diminution in the value of such property; or
4. natural resource damage which means the physical injury to, or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et. seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction or alienation, any member of a Native American tribe.

caused by a POLLUTION CONDITION. However, PROPERTY DAMAGE does not include CLEAN-UP COSTS or ENVIRONMENTAL DAMAGE.

**DD. REPLACEMENT COSTS** mean reasonable and necessary costs incurred by the INSURED, with the Company's written consent, to repair, restore or replace damaged real property or tangible personal property in order to restore the property to the condition it was in prior to it being damaged, but only if the damage to such real property or tangible personal property occurred in the course of incurring CLEAN-UP COSTS. REPLACEMENT COSTS includes the use of GREEN BUILDING MATERIALS.

REPLACEMENT COSTS shall not exceed the actual cash value of such real property or tangible personal property prior to incurring the CLEAN-UP COSTS, plus the increased costs, if any, for GREEN BUILDING MATERIALS. For the purposes of this definition, actual cash value means replacement cost reduced by physical depreciation and obsolescence.

**EE. RESPONSIBLE PERSON** means:

1. any officer, director, or partner of the INSURED;
2. the manager, foreman, or supervisor of the INSURED responsible for environmental or health and safety affairs, control or compliance; or
3. any manager of a COVERED LOCATION.

**FF. REQUIRED INSURANCE** means the minimum amount of professional liability insurance a DESIGN PROFESSIONAL must have available to them prior to commencing PROFESSIONAL SERVICES for or on behalf of the INSURED, as shown in the Declarations. In no event shall the initial sum of such insurance be less than the amount stated in the Declarations. It is a condition precedent to coverage hereunder that the INSURED require the DESIGN PROFESSIONAL to evidence such insurance and warrant that the minimum amount of insurance shown in the Declarations are fully available and unimpaired immediately prior to the date the PROFESSIONAL SERVICES begin.

**GG. UNDERGROUND STORAGE TANK** means any container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground.

UNDERGROUND STORAGE TANK does not include any oil/water separators, storm-water collection systems, or any tank contained in a subterranean room of a COVERED LOCATION.

### SECTION III. TERRITORY

This Policy applies only to a CLAIM first made or brought in, or a POLLUTION CONDITION located within, the United States, its territories or possessions, Puerto Rico or Canada, but only if the INSURED's responsibility to pay for LOSS is determined in:

- A. a proceeding on the merits conducted in the United States, its territories or possessions, Puerto Rico or Canada; or
- B. a settlement agreed to by the Company.

### SECTION IV. EXCLUSIONS

**This Insurance does not apply to any LOSS, CLEAN-UP COSTS, MITIGATION COSTS, LEGAL EXPENSE or other coverage afforded under this Policy that is:**

#### 1. Asbestos

based upon or arising out of the existence of, required removal of, or abatement of, asbestos in any form, including, but not limited to, products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.  
This exclusion does not apply to:

- (a) Coverages A1., A.2., A.3., and B or;
- (b) asbestos in any form,
  - (i) with respect to Coverages C and D, in soil or in any watercourse or body of water including groundwater; or
  - (ii) with respect to Coverage E, where the exposure occurs during the course of transportation as a result of a POLLUTION CONDITION that first commenced during the POLICY PERIOD.

#### 2. Claims Against and Settlement with the Design Professional

based upon or arising out of:

- (a) any settlement made by the INSURED and a DESIGN PROFESSIONAL without the Company's prior written consent; or
- (b) attorneys' fees or other charges and expenses incurred by an INSURED in connection with any INSURED's CLAIM against a DESIGN PROFESSIONAL, including but not limited to charges and expenses for any related investigation, adjustment or appeal; or
- (c) any judgment or sum awarded against a DESIGN PROFESSIONAL by default, or by reason of that DESIGN PROFESSIONAL's failure or refusal to appear, plead, or defend itself or indemnify the INSURED.

Subpart (c) of this exclusion does not apply if the INSURED and the Company agree on the LOSS the INSURED would have been legally entitled to recover had there been no such default, failure, or refusal.

#### 3. Communicable Diseases

based upon or arising out of any exposure to infected humans or animals, or contact with bodily fluids of infected humans or animals.

**4. Contractual Liability**

based upon or arising from the INSURED's assumption, under any contract or agreement, of the liability of another. This exclusion does not apply to:

- (a) liability the INSURED would have had in the absence of the contract or agreement; or
- (b) solely with regard to Coverage B, to liability for LOSS or CLEAN-UP COSTS assumed in a written contract that was signed by the INSURED and the INSURED's client prior to the date the POLLUTION CONDITION first commenced, but only if such liability arises directly from a POLLUTION CONDITION arising from CONTRACTING SERVICES or COMPLETED OPERATIONS and does not arise from the sole negligence of the client.

**5. Criminal Fines, Penalties and Assessments**

based upon or arising out of any criminal fine, criminal penalty, or criminal assessment.

**6. Discrimination**

based upon or arising out of discrimination by any INSURED on the basis of age, creed, disability, marital status, national origin, race, sex, sexual orientation, or any other unlawful or illegal basis. This exclusion does not apply to a CLAIM under Coverage A.1. alleging that the INSURED's provision of, or failure to provide, PROFESSIONAL SERVICES resulted in the failure to make a reasonable accommodation under the Americans With Disabilities Act, or amendments thereto.

**7. Employer's Liability/Workers' Compensation**

based upon or arising out of:

- (a) BODILY INJURY to any INSURED, or any employee of its parent, subsidiary or affiliate:
  - (i) arising out of and incurred in the course of employment by such INSURED or its parent or subsidiary or affiliate; or
  - (ii) who is performing duties related to the conduct of the INSURED's business; or
- (b) BODILY INJURY or pecuniary loss to the spouse, child, parent, brother or sister of such INSURED or employee of its parent, subsidiary or affiliate, as a consequence of Item (a) above.

This exclusion applies whether an INSURED may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay another who must pay damages as a result of the BODILY INJURY or pecuniary loss. However, this exclusion does not apply to liability for LOSS assumed by the INSURED in a written contract that was signed by the INSURED and the INSURED's client prior to the date the POLLUTION CONDITION first commenced, provided that the LOSS is only due to a POLLUTION CONDITION arising from CONTRACTING SERVICES and does not arise from the sole negligence of the client.

**8. Faulty Workmanship/Own Work**

based upon or arising out of the costs to repair or replace faulty workmanship, construction, fabrication, installation, assembly or remediation, if such faulty workmanship, construction, fabrication, installation, assembly or remediation was performed, in whole or in part, by an INSURED or an entity for whom an INSURED is legally responsible.

This exclusion does not apply to:

- (i) LOSS under Coverage A.1. or A.3. which arises from an actual or alleged act, error or omission in PROFESSIONAL SERVICES;
- (ii) CLEAN-UP COSTS under Coverage B; or
- (iii) MITIGATION COSTS under Coverage A.2.

**9. Hostile Acts**

based upon or arising out of any consequence, whether direct or indirect, of declared or undeclared war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, or in defending against any one or more of those.

**10. Insured vs. Insured**

based upon or arising out of any CLAIM by one INSURED against any other INSURED. This exclusion does not apply to a CLAIM:

- (a) made by a person or organization that is an INSURED only by reason of subparagraph 6. of the Definition of INSURED; or
- (b) that arises out of an indemnification given by one INSURED to another INSURED as specified in a contract that was submitted to and approved by the Company and added to this Policy by endorsement.

**11. Insured's Property**

based upon or arising out of damage to:

- (a) real or personal property owned by, leased by, operated by, or loaned to an INSURED; or
- (b) personal property in the care, custody, or control of an INSURED,

even if such damage is incurred to avoid or mitigate LOSS or CLEAN-UP COSTS which may be covered under this Policy.

This exclusion does not apply to:

- (i) REPLACEMENT COSTS;
- (ii) damage to property owned, leased or operated by, or in the care, custody or control of, a person or organization that is an INSURED only by reason of subparagraph 6. of the Definition of INSURED; or
- (iii) damage to real property rented or leased by the INSURED during the course of performing CONTRACTING SERVICES, but only if such real property is utilized in direct support of such CONTRACTING SERVICES.

**12. Intentional Acts**

based upon or arising out of:

- (a) a POLLUTION CONDITION that results from any RESPONSIBLE PERSON's intentional disregard of, or deliberate, willful, or dishonest non-compliance with, any statute, regulation, ordinance, administrative complaint, notice letter, or instruction issued by or on behalf of any governmental agency or representative; or
- (b) any dishonest, criminal, fraudulent, intentional misrepresentation, knowingly wrongful conduct, or negligent misrepresentation, on the part of, or at the direction of, any INSURED, in the performance of, or failure to perform, PROFESSIONAL SERVICES.

**13. Known Conditions**

based upon or arising out of any POLLUTION CONDITION, or out of any actual or alleged act, error or omission in PROFESSIONAL SERVICES, that was known by, or reported to, any RESPONSIBLE PERSON and not specifically reported, in writing, to the Company prior to:

- (a) the beginning of the POLICY PERIOD; or
- (b) the effective date of any endorsement issued by the Company adding to this Policy any:
  - (i) COVERED LOCATION not scheduled onto this Policy as of the first day of the POLICY PERIOD; or
  - (ii) CONTRACTING SERVICES not covered by this Policy as of the first day of the POLICY PERIOD; or
  - (iii) PROFESSIONAL SERVICES not covered by this Policy as of the first day of the POLICY PERIOD.

Any such POLLUTION CONDITION, or actual or alleged act, error or omission in PROFESSIONAL SERVICES, specifically reported, in writing, to the Company, which is not otherwise excluded under this Policy by endorsement, is

deemed to be first discovered on the date the COVERED LOCATION, CONTRACTING SERVICES or PROFESSIONAL SERVICES, as applicable, were added to this Policy.

**14. Lead-Based Paint**

based upon or arising out of lead-based paint in, on, or applied to, any building or other structure. This exclusion does not apply to:

- (a) Coverages A.1., A.2., A.3., B, D, E; or
- (b) with respect to Coverage C, lead-based paint in soil or in any watercourse or body of water including groundwater.

**15. Material Change in Use**

based upon or arising out of a change in the use of, or operations at, a COVERED LOCATION from the use or operations as of the date the COVERED LOCATION became insured by this Policy, if that change materially increases the likelihood or severity of a POLLUTION CONDITION or CLAIM.

**16. Naturally Occurring Material(s)**

based upon or arising out of the existence, required removal, or abatement, of any naturally occurring material(s). This exclusion does not apply:

- (a) where such substances are present at, or migrate from, a JOB SITE due to CONTRACTING SERVICES;
- (b) where such substances are present at a COVERED LOCATION only because of human activities or processes;
- (c) to silt and sediment that migrate from a JOB SITE because of CONTRACTING SERVICES;
- (d) to MOLD MATTER; or
- (e) to LOSS and related LEGAL EXPENSE because of radon.

**17. New Pollution Conditions at Divested Property**

based upon or arising out of a POLLUTION CONDITION on, at, under or migrating from a COVERED LOCATION, if the discharge, dispersal, release, seepage, migration or escape of those POLLUTANTS associated with such POLLUTION CONDITION first commenced after such COVERED LOCATION is sold, given away, or abandoned by the INSURED, or condemned.

**18. Other Businesses**

based upon or arising out of any INSURED's status, duties, or involvement as an officer, director, partner, member, participant, stockholder, employer or employee of any business or organization that is not stated in the Declarations or otherwise designated as or added to this Policy as an INSURED.

**19. Prior Claims**

based upon or arising out of any CLAIM reported under any insurance policy that was both: (i) in effect before the beginning of the POLICY PERIOD; and (ii) issued by an entity other than the Company.

**20. Products Liability**

based upon or arising out of goods or products:

- (a) designed, manufactured, sold, handled, distributed, altered or repaired by the INSURED or by others trading under the INSURED's name, or by any DESIGN PROFESSIONAL, including any container thereof, any failure to warn, or any reliance upon a representation or warranty made at any time with respect thereto; or
- (b) fabricated or installed by the INSURED or by any DESIGN PROFESSIONAL, unless a POLLUTION CONDITION arises from the fabrication or installation of such goods or products as part of CONTRACTING SERVICES.

This exclusion does not apply to such goods or products while they remain within the legal boundaries of a COVERED LOCATION.

**21. Property Held for Others**

based upon or arising out of damage to personal property that is warehoused or stored for a fee, by any person, organization or entity that is not an INSURED, in or about any building or structure at a COVERED LOCATION. This exclusion does not apply to REPLACEMENT COSTS.

**22. Retroactive Date**

based upon or arising out of:

- (a) any POLLUTION CONDITION that first commenced prior to the Retroactive Date set forth in the Declarations or as otherwise applicable, including any further dispersal, migration or movement of that POLLUTION CONDITION on or after that date; or
- (b) an actual or alleged act, error or omission in PROFESSIONAL SERVICES that first commenced prior to the Retroactive Date set forth in the Declarations or as otherwise applicable, including any continuous or related actual or alleged act(s), error(s) or omission(s) on or after that date.

**23. Related Entities and/or Individuals**

based upon or arising out of a CLAIM made by any person or entity:

- (a) that wholly or partially owns an INSURED;
- (b) in which an INSURED owns an interest in excess of twenty percent (20%);
- (c) that is managed, operated or otherwise controlled by an INSURED; or
- (d) in which an INSURED is a principal, officer or director.

**24. Surety, Insurance or Bonding**

based upon or arising out of obtaining, requiring, acquiring, or maintaining any form of surety, insurance or bond, or any failure to do any of those.

**25. Underground Storage Tank(s)**

based upon or arising out of the existence of any UNDERGROUND STORAGE TANK at a COVERED LOCATION. This exclusion does not apply to an UNDERGROUND STORAGE TANK:

- (a) that is either closed, abandoned in place, or removed, in accordance with all applicable federal, state, or provincial regulations, prior to the inception date of this Policy; or
- (b) that is endorsed to this Policy in the Underground Storage Tank Schedule, if any; or
- (c) the existence of which is unknown by each and every RESPONSIBLE PERSON as of the inception date of this Policy.

**26. Vehicles**

based upon or arising out of the ownership, maintenance, use, operation, loading or unloading of any AUTOMOBILE, aircraft, watercraft, rolling stock or any other form of transportation, including any cargo carried thereby, beyond the legal boundaries of a JOB SITE or a COVERED LOCATION. This exclusion does not apply to Coverage E.

**27. Wage and Wage Related Payments**

based upon or arising out of the actual or alleged failure to pay, afford, or cause to be paid or afforded, to any person or entity, in whole or in part, any wages, earnings, compensation, merit pay, overtime pay, commissions, benefits or other remuneration, including but not limited to any such wages or benefits actually or allegedly due under any contract or pursuant to the Fair Labor Standards Act, the Davis-Bacon and Related Acts, Service Contract Act, Contract Work Hours and Safety Standards Act, Family Medical Leave Act, or any jurisdiction's prevailing wage act, labor laws or similar statutes.

## **28. Warranties**

based upon or arising out of any:

- (a) express warranty or guarantee; or
- (b) cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates being exceeded.

Subpart (a) of this exclusion does not apply to a warranty or guarantee by the INSURED that its CONTRACTING SERVICES or PROFESSIONAL SERVICES conform to generally accepted standards

## **SECTION V. EXTENDED REPORTING PERIOD**

The provisions of Section V. apply to any and all coverage provided by this Policy, or by any endorsement issued by the Company, that applies on a Claims Made and Reported basis. This Section V. does not apply to Coverage F.

### **A. Automatic Extended Reporting Period**

In the event of the termination of this insurance before the expiration date shown in Item 2. of the Declarations, the INSURED shall be entitled to a ninety (90) day Automatic Extended Reporting Period for no additional premium. The Automatic Extended Reporting Period will only apply to:

1. a CLAIM first made against the INSURED during the POLICY PERIOD and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination. Any such CLAIM will be deemed to have been made on the last day of the POLICY PERIOD, provided the CLAIM is otherwise covered by this Policy;
2. a CLAIM first made by the INSURED against a DESIGN PROFESSIONAL during the POLICY PERIOD and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination. Any such CLAIM will be deemed to have been made on the last day of the POLICY PERIOD, provided the CLAIM is otherwise covered by this Policy; and
3. a CLAIM first made: (a) against the INSURED; or (b) by the INSURED against the DESIGN PROFESSIONAL and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination. Any such CLAIM will be deemed to have been made on the last day of the POLICY PERIOD, provided the CLAIM arises from:
  - (i) a POLLUTION CONDITION that is first discovered and reported to the Company, in writing, prior to such termination, and otherwise covered by this Policy; or
  - (ii) an actual or alleged act, error or omission in PROFESSIONAL SERVICES performed prior to the end of the POLICY PERIOD, and that is otherwise covered by this Policy.

The Automatic Extended Reporting Period does not apply where: (1) the Policy is terminated for fraud or non-payment of premium; or (2) the INSURED has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section V.A. – Automatic Extended Reporting Period, under this Policy:

1. either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
2. in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

## **B. Optional Extended Reporting Period**

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the Policy, subject to the following terms and conditions:

The FIRST NAMED INSURED shall be entitled to purchase an Optional Extended Reporting Period upon payment of an additional premium of not more than 100% of the full Policy Premium.

The Optional Extended Reporting Period shall be effective for three (3) consecutive three-hundred and sixty-five (365) day periods commencing immediately following the effective date of cancellation or non-renewal. The FIRST NAMED INSURED must elect to purchase this Optional Extended Reporting Period, in writing, not later than thirty (30) days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation. The Automatic Extended Reporting Period of ninety (90) days will be merged into this Optional Extended Reporting and is not in addition to it.

The Optional Extended Reporting Period will only apply to each CLAIM:

1. first made against the INSURED during the Optional Extended Reporting Period; or
2. by the INSURED against the DESIGN PROFESSIONAL,

but only by reason of:

- (i) a POLLUTION CONDITION that is first discovered and reported to the Company, in writing, during the POLICY PERIOD and otherwise covered by this Policy; or
- (ii) an actual or alleged act, error or omission in PROFESSIONAL SERVICES performed prior to the end of the POLICY PERIOD, and that is otherwise covered by this Policy.

The Optional Extended Reporting Period does not apply where: (1) the Policy is terminated for fraud or non-payment of premium; or (2) the INSURED has purchased other insurance to replace the insurance provided under this Policy.

For the purposes of Section V.B. – Optional Extended Reporting Period under this Policy:

1. either cancellation or non-renewal shall be deemed to be a termination of this insurance; and
2. in the event of non-renewal, the expiration date shown in the Declarations shall be deemed the effective date of the termination.

It is a condition precedent to the operation of the rights granted under Section V.B. that payment of the appropriate premium shall be made not later than thirty (30) days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of Section V., the Company's quotation of different Limits of Liability, Self-Insured Retentions, terms or conditions shall not be construed as either a termination of, or a decision not to renew, this Policy.

## **SECTION VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION**

- A. The Limits of Liability and Self-Insured Retention shown in the Declarations and the rules below fix the most the Company will pay regardless of the number of INSUREDs, COVERED LOCATIONS, CONTRACTING SERVICES, PROFESSIONAL SERVICES, POLLUTION CONDITIONS, CLAIMs made, or persons or organizations making a CLAIM.
- B. For purposes of this Policy: (1) the same or related POLLUTION CONDITIONS at any one JOB SITE, or at any one COVERED LOCATION, shall be deemed a single POLLUTION CONDITION; and (2) all of a group or series of related or connected actual or alleged acts, errors and omissions in PROFESSIONAL SERVICES shall be deemed a single actual or alleged act, error or omission in PROFESSIONAL SERVICES.
- C. This Policy will pay covered LOSS, CLEAN-UP COSTS, MITIGATION COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy or any endorsements attached hereto only: (1) in excess of the applicable Self-Insured Retention Amount set forth in the Declarations; and (2) subject to the applicable Limit of Liability stated in the Declarations and the other terms and conditions of this Policy.

However, if a CLAIM is made against the INSURED by an entity with whom the INSURED has, prior to such CLAIM, entered into a written contract that requires a Self-Insured Retention that is less than the Self-Insured Retention Amount

specified in the Declarations of this Policy, then the Self-Insured Retention applicable to such CLAIM shall be such lesser amount (hereinafter referred to as "the lesser Self-Insured Retention"). Under all such circumstances, the INSURED hereby agrees to promptly reimburse the Company for the difference between the lesser Self-Insured

Retention amount specified on the evidence of insurance document and the Self-Insured Retention Amount specified in the Declarations to the extent the Company pays an amount on behalf of the INSURED in excess of the lesser Self-Insured Retention.

The Company's obligation to indemnify the INSURED for LOSS under Coverage A.3. of this Policy is subject to the applicable Limit of Liability stated in the Declarations and the other terms and conditions of this Policy. The Company's obligation to indemnify the INSURED for LOSS under Coverage A.3. does not begin until full payment of the REQUIRED INSURANCE has been made by the carrier issuing such coverage and the INSURED has paid the applicable Self-Insured Retention. However, if the full REQUIRED INSURANCE is not available due to the prior

reduction or exhaustion of its limits of liability, then the Company's obligation to indemnify the INSURED shall attach in excess of any remaining REQUIRED INSURANCE. If the REQUIRED INSURANCE is not available because the policy was cancelled, for any reason, then the Company's obligation to indemnify the INSURED shall attach only in excess of the amount of REQUIRED INSURANCE set forth in the Declarations.

Upon the INSURED's payment of Self-Insured Retention Amounts under Coverage B which in the aggregate total three times the applicable Coverage B Self-Insured Retention, the Self-Insured Retention Amount set forth in the Declarations for Coverage B will no longer apply. Thereafter, each subsequently covered LOSS, CLEAN-UP COSTS, and related LEGAL EXPENSE under Coverage B will be subject to a maintenance Self-Insured Retention Amount of \$5,000.

- D. The Self-Insured Retention Amount is to be borne by the INSURED and is not to be insured unless the Company has expressed its prior consent, in writing, to the FIRST NAMED INSURED. If the same or related POLLUTION CONDITIONS or any one actual or alleged act, error or omission, or out of any one group or series of related or connected actual or alleged acts, errors and omissions, in PROFESSIONAL SERVICES, could result in coverage under more than one coverage section for which a limit is stated in the Declarations, or under any other coverage afforded under this Policy, only the single highest Self-Insured Retention amongst such applicable coverages shall apply to that POLLUTION CONDITION or actual or alleged act, error or omission in PROFESSIONAL SERVICES, as applicable.

The Company agrees that actual payments made to the DESIGN PROFESSIONAL by the carrier issuing the REQUIRED INSURANCE will erode the Self Insured-Retention Amount due under Coverage A.3. of this Policy, but only if such payments were made because of the same actual or alleged act, error or omission in PROFESSIONAL SERVICES performed by the DESIGN PROFESSIONAL for which coverage is afforded to an INSURED under this Policy.

If, as a result of MEDIATION, a CLAIM is successfully resolved, and the Self-Insured Retention Amount applicable to such CLAIM is \$25,000 or greater, such Self-Insured Retention Amount will be reduced by 50%, subject to a maximum reduction of \$25,000. This reduced Self-Insured Retention Amount will only apply to the resolved CLAIM.

- E. Subject to Items H. and I. below, the Each POLLUTION CONDITION Limit set forth in the Declarations is the most the Company will pay for the sum of all LOSS, CLEAN-UP COSTS, and LEGAL EXPENSE under each coverage section stated in the Declarations, or under any other coverages afforded under this Policy, arising out of the same or related POLLUTION CONDITIONS.
- F. Subject to Items H. and I. below, the Each Act, Error or Omission Limit set forth in the Declarations is the most the Company will pay for the sum of all LOSS and LEGAL EXPENSE under Coverages A.1. or A.3. arising out of any one actual or alleged act, error or omission, or out of any one group or series of related or connected actual or alleged acts, errors and omissions, in PROFESSIONAL SERVICES.

If any one actual or alleged act, error or omission, or any one group or series of related or connected actual or alleged acts, errors or omissions, in PROFESSIONAL SERVICES results in a CLAIM or LOSS under both Coverages A.1. and A.3., it shall be considered a single CLAIM or LOSS and shall be subject to one Each Act, Error or Omission Limit and one Self-Insured Retention. Only the single highest Self-Insured Retention amongst Coverages A.1. and A.3. shall apply to that actual or alleged act, error or omission in PROFESSIONAL SERVICES. In no event will the Company pay LOSS under both Coverages A.1. and A.3. that the Company deems, in its sole judgment, to be duplicative in nature.

- G. Subject to Items H. and I. below, the Each Act, Error or Omission Limit stated in the Declarations is the most the Company will pay for all MITIGATION COSTS under Coverage A.2. arising out of any one actual act, error or omission, or out of any one group or series of related or connected actual acts, errors and omissions, in PROFESSIONAL SERVICES.

Further, in the event there is a CLAIM made against the INSURED under Coverage A.1.:

- (a) that arises out of the same or related PROFESSIONAL SERVICES for which the INSURED has previously undertaken corrective measures in accordance with Coverage A.2.; and
- (b) for which coverage is thereafter afforded under Coverage A.1. of this Policy,

then the INSURED's Self-Insured Retention obligation for such CLAIM shall be reduced to the extent of costs paid by the INSURED pursuant to its Self-Insured Retention obligation for Coverage A.2.

- H. Subject to Item I. below, the Coverage Section Aggregate Limit set forth in the Declarations is the most the Company will pay for the sum of all LOSS, CLEAN-UP COSTS, MITIGATION COSTS and LEGAL EXPENSE under each coverage section stated in the Declarations, or under any other coverages afforded under this Policy.
- I. The Company's total liability for the sum of all LOSS, CLEAN-UP COSTS, MITIGATION COSTS, LEGAL EXPENSE and any other coverage afforded under this Policy, shall not exceed the Policy Aggregate Limit of Liability as stated in the Declarations.
- J. With regard to Coverages afforded under this Policy:
- 1. on a claims-made and reported basis, any LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy or any endorsements attached hereto, incurred and reported to the Company, in writing, over more than one policy period, and resulting from the same or related POLLUTION CONDITIONS, shall be considered a single POLLUTION CONDITION. The associated LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverage afforded under this Policy or any endorsements attached thereto will be subject to the same Limit of Liability and Self-Insured Retention Amount(s) as indicated in the Policy in effect at the time the POLLUTION CONDITION was first reported to the Company, in writing.
  - 2. on an occurrence basis, progressive, indivisible BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE that occurs over more than one policy period and results from the same or related POLLUTION CONDITIONS, shall be considered to have occurred only in the policy period in which the first exposure to the POLLUTION CONDITION takes place. If the date of that first exposure: (i) is prior to the beginning of the Policy Period of the first policy issued to the INSURED by the Company that contains coverage that is the same or substantially similar to that contained in Coverages afforded under this Policy on an occurrence basis; or (ii) cannot be determined, then such progressive, indivisible BODILY INJURY, PROPERTY DAMAGE or ENVIRONMENTAL DAMAGE shall be considered to have occurred only on the first day of the Policy Period of the first policy issued to that INSURED by the Company that contains coverage that is the same or substantially similar to that contained in Coverages afforded under this Policy on an occurrence basis.
- K. Any LOSS, CLEAN-UP COSTS, MITIGATION COSTS, LEGAL EXPENSE or any other coverages afforded under this Policy, incurred and reported to the Company, in writing, over more than one POLICY PERIOD, and resulting from the same or related POLLUTION CONDITION, or out of any one group or series of related or connected actual or alleged acts, errors and omissions in PROFESSIONAL SERVICES, shall be considered a single POLLUTION CONDITION or a single actual or alleged act, error or omission in PROFESSIONAL SERVICES, respectively. The LOSS, CLEAN-UP COSTS, LEGAL EXPENSE or any other coverage afforded under this Policy will be subject to the same Limit of Liability and Self-Insured Retention Amount(s) in effect at the time the POLLUTION CONDITION, or actual or alleged act, error or omission in PROFESSIONAL SERVICES, as applicable, was first reported to the Company, in writing.

- L. The Limits of Liability set forth in Item 3. of the Declarations are inclusive of LEGAL EXPENSE. An additional Limit for LEGAL EXPENSE will apply to all Coverages. However, this additional Limit is:
1. subject to the Self-Insured Retention set forth in Item 3. of the Declarations;
  2. exclusively for LEGAL EXPENSE; and
  3. limited to the lesser of: (a) 100% of the applicable Limits of Liability set forth in Item 3. of the Declarations; or (b) \$3,000,000.

In the event a CLAIM is made against the INSURED for LOSS or CLEAN-UP COSTS, or a POLLUTION CONDITION is first discovered that results in LOSS or CLEAN-UP COSTS, the additional Limit for LEGAL EXPENSE will be applied first. After the additional Limit for LEGAL EXPENSE has been fully eroded, any other covered LEGAL EXPENSE will erode the applicable Limits of Liability shown in Item 3. of the Declarations.

Furthermore, the Policy Aggregate Limit of Liability set forth in Item 4. of the Declarations shall be increased by the lesser of 100% or \$3,000,000. However, this increase to the Policy Aggregate Limit of Liability will only be available for the payment of LEGAL EXPENSE.

## SECTION VII. REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

- A. As a condition precedent to the coverage hereunder, in the event a CLAIM is made against an INSURED for LOSS or CLEAN-UP COSTS, or a POLLUTION CONDITION is first discovered that results in a LOSS or CLEAN-UP COSTS, written or oral notice containing particulars sufficient to identify the INSURED and all reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available

witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents as soon as practicable. In the event of oral notice, the INSURED agrees to furnish a written report as soon as practicable. The INSURED shall also forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED's representative as soon as practicable.

As a condition precedent to the coverage hereunder, in the event a CLAIM is made by the INSURED against the DESIGN PROFESSIONAL for any loss or damage which may be covered under this Policy, notice of such CLAIM shall be given by or for the INSURED to the Company or any of its authorized agents as soon thereafter as practicable.

- B. No costs, charges or expenses shall be incurred, nor payments made, obligations assumed or remediation commenced, without the Company's consent which shall not be unreasonably withheld. This provision does not apply to:

1. EMERGENCY RESPONSE COSTS. But only if the INSURED: (i) reports, in writing, the applicable POLLUTION CONDITION to the Company and solicits the Company's assistance in responding to such POLLUTION CONDITION no later than seven (7) days after the applicable emergency first commences; (ii) immediately provides to the Company, upon request, all information available to the INSURED related to such EMERGENCY RESPONSE COSTS, including but not limited to: a description of the actions taken, reports, sampling results, correspondence and invoices; and (iii) fully complies with terms of Section VII of this Policy.

The Company has no duty to pay EMERGENCY RESPONSE COSTS incurred more than seven (7) days after the applicable emergency first commences unless such EMERGENCY RESPONSE COSTS are consented to by the Company prior to being incurred by the INSURED; and

2. Public Relations Expenses - The reasonable and necessary costs and fees incurred by the FIRST NAMED INSURED (up to a maximum of \$250,000 and subject to a Self-Insured Retention of \$10,000 for each POLLUTION CONDITION) for the hiring of a public relations firm to minimize potential harm to the FIRST NAMED INSURED and to maintain and restore public confidence in the FIRST NAMED INSURED, including amounts for printing, advertising, and mailing of materials, and travel expenses by the FIRST NAMED INSURED's directors, officers, employees or agents or by employees of the public relations firm, but only if:

- (a) such costs and fees arise directly from a POLLUTION CONDITION:
  - (i) that arises from covered CONTRACTING SERVICES;
  - (ii) that first commences at a JOB SITE during the POLICY PERIOD; and
  - (iii) for which coverage is not otherwise excluded under this Policy; and
- (b) in the good-faith, reasonable opinion of the FIRST NAMED INSURED such POLLUTION CONDITION:
  - (i) poses an imminent, significant, and material health risk to the public or will result in imminent, significant, and material property damage to the JOB SITE; and
  - (ii) will result in significant and material adverse publicity to the FIRST NAMED INSURED.

Subject to: (a) the Company's pre-approval; (b) the Self-Insured Retention and maximum amount indicated above; and (c) the Company's agreement that both conditions 2(a) and (b) above have been fully satisfied, the Company may also consider paying other related reasonable and necessary expenses that are: (i) incurred by any person or entity that is not an INSURED, except for contractor or subcontractor engaged by the FIRST NAMED INSURED or otherwise performing covered CONTRACTING SERVICES; and (ii) not otherwise covered as EMERGENCY RESPONSE COSTS, including: psychological counseling, temporary living expenses, travel costs, and expenses to secure areas impacted by the POLLUTION CONDITION. Notwithstanding Section VI. LIMIT OF LIABILITY AND SELF-INSURED RETENTION, Item G., the costs and fees indicated in Item 2. above, as well as the other related expenses indicated in this paragraph, will not erode the applicable Limits of Liability.

It is a condition precedent to coverage for all costs and fees outlined in Item 2. above that the FIRST NAMED INSURED notify the Company of the POLLUTION CONDITION associated with such costs and fees no later than forty-eight (48) hours after the FIRST NAMED INSURED first becomes aware of such POLLUTION CONDITION.

The payment of costs and fees outlined above by the Company will not be determinative of the Company's obligations under this Policy, nor will it create any inference with regard to the Company's duty to defend or duty to indemnify any INSURED with regard to any CLAIM or POLLUTION CONDITION.

Under no circumstances will the Company pay for the hiring of a public relations firm to minimize the potential harm to, or to restore public confidence in, any contractor or subcontractor engaged by the FIRST NAMED INSURED or otherwise performing covered CONTRACTING SERVICES.

- C. The Company shall have the right to designate legal counsel for the investigation, adjustment and defense of any CLAIM. The Company shall consult with the INSURED in conjunction with the selection of counsel. The Company has the right and duty to defend an INSURED against any CLAIM for LOSS or for CLEAN-UP COSTS. However, the Company will have no duty to defend the INSURED for LOSS or for CLEAN-UP COSTS to which this Policy does not apply.

Until the REQUIRED INSURANCE has been exhausted or determined by the DESIGN PROFESSIONAL's insurer to be unavailable due to an enforceable exclusion, the Company shall have the right, but not the duty, to associate with the INSURED and the DESIGN PROFESSIONAL in the investigation, settlement or defense of any claim, suit, or legal, equitable, administrative, or other proceeding that may involve this Policy or affect any of the Company's rights. The Company shall be given the opportunity to exercise any such right to associate completely and effectively. The INSURED shall do nothing to prejudice such right. If the Company exercises such right, it shall do so at its own expense. With regard to a CLAIM made by the INSURED against the DESIGN PROFESSIONAL, the Company may require that the INSURED's counsel in such matter meet certain minimum qualifications and maintain adequate errors and omissions insurance.

Under no circumstances will the Company either defend any DESIGN PROFESSIONAL or incur any expense associated with any DESIGN PROFESSIONAL's defense, including but not limited to any attorneys' fees or other charges or expenses incurred by or on behalf of the DESIGN PROFESSIONAL or its counsel in the investigation, adjustment, defense, or settlement of any CLAIM.

- D. Once the applicable Limit of Liability has been exhausted, the Company shall not be obligated to defend or continue to defend any CLAIM or pay for any LOSS, CLEAN-UP COSTS or any other coverage afforded under this Policy.

- E. The Company may, where allowable by law, appoint one counsel to defend all of the INSUREDs under this Policy on a joint defense basis.
- F. In the event that the INSURED is entitled by law to select independent counsel (Cumis Counsel) to defend the INSURED at the Company's expense, that counsel's fees and all other litigation expenses charged to or paid by the Company

shall be limited to the same rates that the Company would pay to counsel selected by the Company to defend a similar CLAIM in the location where the CLAIM arose or is being defended. The Company may require that such counsel meet

certain minimum qualifications and maintain adequate errors and omissions insurance. The INSURED agrees that such counsel will timely respond to the Company's request for information.

- G. The INSURED shall not admit liability or settle any CLAIM without the Company's consent. If the Company recommends a monetary settlement of a CLAIM acceptable to a claimant:
1. for an amount within the Self-Insured Retention Amount and the INSURED refuses such settlement, the Company shall not be liable for any LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverage afforded under this Policy or any endorsements attached hereto, in excess of the Self-Insured Retention Amount; or
  2. for a total amount in excess of the Self-Insured Retention Amount and within the applicable Limits of Liability and the INSURED refuses such settlement, the Company's liability for LOSS, CLEAN-UP COSTS, LEGAL EXPENSE, or any other coverage afforded under this Policy, shall be limited to that portion of the sum of: (a) the recommended settlement; and (b) the costs, charges and expenses already incurred as of the date of the INSURED's refusal, which exceeds the Self-Insured Retention Amount and is within the Limit of Liability.
- H. All INSUREDs shall cooperate with the Company and, upon the Company's request, shall submit to examination by a representative of the Company, under oath, and shall attend hearings, depositions, and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the investigation and defense, all without charge to the Company. All INSUREDs shall further cooperate with the Company and do whatever is necessary to secure and enforce any rights of indemnity, contribution or apportionment which the INSURED may have.
- I. If, during the POLICY PERIOD, the INSURED first becomes aware of an actual or alleged act, error or omission in PROFESSIONAL SERVICES that first commenced on or after the Retroactive Date set forth in the Declarations, which the INSURED reasonably believes may result in a CLAIM (herein referred to as a "Circumstance"), then the INSURED may provide written notice to the Company, during the POLICY PERIOD, containing all of the information stated below. Any such Circumstance that subsequently becomes a CLAIM made against the INSURED and reported to the Company, in writing, shall be considered to have been first made and reported during the POLICY PERIOD and shall be subject to all of the terms and conditions of this Policy. It is a condition precedent to the coverage under this provision that such written notice to the Company of a Circumstance contain all of the following information:
1. details of the actual or alleged act, error or omission in PROFESSIONAL SERVICES, including the specific PROFESSIONAL SERVICES involved; and
  2. the injury or damage that has taken place or may result; and
  3. the date the actual or alleged act, error or omission in PROFESSIONAL SERVICES took place; and
  4. the identity of the INSURED(s) who may be the subject of any subsequent CLAIM; and
  5. the likely location of any subsequent CLAIM; and
  6. the names and addresses of all known potential witnesses and claimants; and
  7. details of how the INSURED became aware of the Circumstance.

The Company shall determine, in its sole discretion, whether an INSURED's written notice adequately supplies the information described in items 1. through 7. and satisfies the condition precedent. This provision I. applies only to Coverage A.1.

#### SECTION VIII. TRANSFER OF LEGAL DEFENSE DUTIES

- A. If the Company believes that any of the applicable Limits of Liability stated in the Declarations has been or soon will be exhausted in defending a CLAIM, or that the Company has paid out or will soon pay out the Policy Aggregate Limit of Liability stated in the Declarations, the Company will so notify the FIRST NAMED INSURED, in writing, as soon as possible. The Company will advise that its duty to defend any CLAIM seeking damages subject to those limits has terminated, subject to payment of the limits, and that it will no longer handle the defense of any CLAIM for which notice is given after the date it sends out such notice. The Company will take prompt and appropriate steps to transfer control of any existing defense prior to exhaustion of the limits to the FIRST NAMED INSURED.
- B. The Company will take appropriate steps necessary to defend the CLAIM during the transfer of the defense and avoid any unfavorable legal action provided that the INSURED cooperates in the transfer of the duties of the defense.
- C. The Company's failure to comply with any of the provisions of Section VIII. shall in no way obligate the Company to defend or continue to defend any CLAIM, or to pay any LOSS, CLEAN-UP COSTS or other sum covered under this Policy, after exhaustion of an applicable Limit of Liability.

#### SECTION IX. CONDITIONS

- A. **ACTION AGAINST COMPANY** - No action brought by an organization or entity, other than an INSURED, shall lie against the Company unless, as a condition precedent thereto, the INSURED has fully complied with all of the terms of this Policy and, the amount of the INSURED's obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

Any person, organization, entity, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against

the INSURED to determine the INSURED's liability, nor shall the Company be impleaded by the INSURED or its legal representative.

- B. **ASSIGNMENT** - This Policy shall be void as to the assignee or transferee, if assigned or transferred without written consent of the Company.
- C. **BANKRUPTCY** - Bankruptcy or insolvency of the INSURED or of the INSURED's estate shall not relieve the Company of any of its obligations hereunder.
- D. **CANCELLATION** - This Policy may be cancelled by the FIRST NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing, delivering, emailing, or faxing to the Company written notice stating when thereafter the cancellation shall be effective. In the event of cancellation by the FIRST NAMED INSURED, the return premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium percentage stated in the Declarations. If a CLAIM is made, a POLLUTION CONDITION is discovered or coverage is otherwise afforded under this Policy, then the premium shall be considered fully earned by the Company and the INSURED is not entitled to a return premium upon cancellation.

However, the Company, upon written request of the FIRST NAMED INSURED, may waive or modify this fully earned premium provision provided that:

1. the INSURED withdraws the notification to the Company of such CLAIM or discovery of such POLLUTION CONDITION with prejudice;
2. the INSURED executes a written release in favor of the Company with regard to such CLAIM or discovery of such POLLUTION CONDITION; and
3. the INSURED agrees, in writing, not to report any future CLAIM with regard to the same or related POLLUTION CONDITION, or act, error or omission in PROFESSIONAL SERVICES, to the Company during the POLICY PERIOD or, if applicable, the EXTENDED REPORTING PERIOD.

This Policy may be cancelled by the Company by mailing, delivering, emailing, or faxing to the FIRST NAMED INSURED at the address shown in the Declarations, written notice stating when not less than ninety (90) days (ten (10) days for non-payment of premium) thereafter such cancellation shall be effective. However, if the Policy is to be cancelled for non-payment of premium, and the total unpaid premium is received by the Company prior to the effective date of cancellation set forth in the notice, the Policy will not be cancelled. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

This Policy may be cancelled by the Company for the following reasons: (1) Non-payment of premium, or (2) Fraud or material misrepresentation on the part of the INSURED, such as can be proven in a court of law.

- E. CHANGES** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy. The terms of this Policy cannot be waived or changed, except by an endorsement issued by the Company to form a part of this Policy.
- F. CHOICE OF LAW** - All matters arising hereunder, including questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York (not including New York's choice of law rules).
- G. CONSENT** - Where the consent of the Company or the INSURED is required under this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.
- H. DECLARATIONS AND REPRESENTATIONS** - By acceptance of this Policy, the INSURED agrees that the statements contained in the Declarations, the application and any other supplemental materials and information submitted in connection with the application or any amendments to the Policy during the POLICY PERIOD are the INSURED's declarations and representations, that they shall be deemed material, that this Policy is issued in reliance upon the truth of such declarations and representations and that this Policy embodies all agreements existing between the INSURED and the Company or any of its agents relating to this insurance.
- I. HEADINGS** - The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.
- J. INSPECTION AND AUDIT** - The Company shall be permitted, but not obligated, to inspect and monitor on a continuing basis the INSURED's property or operations and any JOB SITE and COVERED LOCATION, at any time. Neither the Company's right to make inspections and monitor, nor the actual undertaking thereof, nor any report thereon, shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. Access for the inspection and audit will be coordinated through the broker or agent of the FIRST NAMED INSURED.
- K. JURISDICTION AND VENUE** - It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company and the INSURED will submit to the jurisdiction of the State of New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's right to remove an action to a United States District Court.
- L. MINIMUM EARNED PREMIUM** - Upon cancellation of this Policy, earned premium will be calculated using the appropriate pro-rata or short-rate method as outlined in Section IX. CONDITIONS, Item D. CANCELLATION. The amount of premium earned under this Policy will be the greater of:
1. the calculated pro-rata or short rate premium; or
  2. the Minimum Earned Premium percentage set forth in Item 11. of the Declarations.
- M. MITIGATION PLAN** - It is a condition precedent to any coverage being afforded under Coverage A.1. of this Policy for any CLAIM because of an act, error or omission in PROFESSIONAL SERVICES for which the Company has previously

afforded coverage to an INSURED under Coverage A.2., that the INSURED fully implement the written plan for correcting the purported act, error or omission as approved by the Company.

- N. OTHER INSURANCE** - Subject to Section VI. Limit of Liability and Self-Insured Retention, this insurance shall apply only in excess of the sum of the Self-Insured Retention amount stated in the Declarations and the applicable limits of any other valid and collectible insurance available to the INSURED, whether such other insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the applicable Limits of Liability of this Policy.
- O. SEVERABILITY** - Except with respect to the Limits of Liability, Self-Insured Retention, Exclusion 10. ("Insured vs. Insured") and any rights and duties assigned in this Policy to the FIRST NAMED INSURED, this insurance applies as if each INSURED were the only INSURED and separately to each INSURED against whom a CLAIM is made. Any misrepresentation, act or omission that is in violation of a term, duty or condition under this Policy by one INSURED shall not by itself affect coverage for another INSURED under this Policy. This Condition O. shall not apply to an INSURED who is a parent, subsidiary or affiliate of the INSURED which committed the misrepresentation, act or omission referenced above.
- P. SOLE AGENT** - The FIRST NAMED INSURED stated in the Declarations shall act on behalf of all INSUREDs for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided under Section V., EXTENDED REPORTING PERIOD.
- Q. SUBROGATION** - If the INSURED has rights to recover, from another person or organization, all or any part of a payment the Company makes under this Policy, those rights are transferred to the Company. The INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights. Any monies recovered as a result of subrogation proceedings shall accrue first to the INSURED to the extent of any payments it made in excess of the limits of liability, then to the Company to the extent of its payment under the Policy, and then to the INSURED to the extent of its payment of the self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned amongst the INSURED and Company in the proportion that each interested party's share in the recovery bears to the total recovery.

However, the Company specifically waives any rights of recovery against any person or organization as required in a written contract that was fully executed prior to the commencement of the applicable CONTRACTING SERVICES or PROFESSIONAL SERVICES.



Administrative Offices  
301 E. 4th Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

Policy Number: PCM327355305  
Effective Date: 04/05/2020 - 04/05/021

**PCM MANUS (03 20)**

**ENDORSEMENT # 7**

**This endorsement, effective 12:01 a.m., 4/5/2020, forms a part of Policy No. PCM 3273553 05 issued to TRIPLE B SERVICES, LLP By GREAT AMERICAN E & S INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY COVERAGE FOR THE INSURED'S CLIENT AND UNRELATED ENTITIES WHEN REQUIRED BY CONTRACT – COVERAGE B ONLY**

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND CONTRACTING SERVICES ENVIRONMENTAL LIABILITY INSURANCE POLICY

The INSURED and the Company agree to the following Policy change(s):

The last paragraph of Section II. DEFINITIONS, Item Q. INSURED, is deleted in its entirety and replaced with the following:

Notwithstanding Section IX. CONDITIONS, Item N. OTHER INSURANCE, and only when required by such written contract, the coverage afforded under this Policy for any person or entity who is an INSURED solely by reason of subparagraph 6. of the Definition of INSURED will apply as primary and non-contributory as to any other valid and collectible insurance available to such INSURED.

All other terms and conditions remain the same.

Copy

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|  |  |
|--|--|
| <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br>Triple B Services, LLP   |  |
| <b>2</b> Business name/disregarded entity name, if different from above  |  |
| <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>P</u><br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ▶ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br>820 Old Atascocita Road  | Requester's name and address (optional)  |
| <b>6</b> City, state, and ZIP code<br>Huffman, TX 77336  |  |
| <b>7</b> List account number(s) here (optional)  |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |  |
|---------------------------------------|--|
| <b>Social security number</b>         |  |
|                                       |  |
|                                       |  |
|                                       |  |
| <b>or</b>                             |  |
| <b>Employer identification number</b> |  |
|                                       |  |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ▶

*Danna Burke*

Date ▶ 10/22/20

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .   | THEN check the box for . . .  |
|--|---|
| • Corporation  | Corporation   |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.   | Individual/sole proprietor or single-member LLC   |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership  | Partnership   |
| • Trust/estate   | Trust/estate  |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                          | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)   | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)  | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law                                  | The actual owner <sup>1</sup>   |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor <sup>*</sup>  |
| For this type of account:  | Give name and EIN of:   |
| 8. Disregarded entity not owned by an individual   | The owner   |
| 9. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup>   |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                     | The corporation   |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                    | The organization  |
| 12. Partnership or multi-member LLC  | The partnership   |
| 13. A broker or registered nominee   | The broker or nominee   |

| For this type of account:   | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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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, manufacturer, or purchase of materials or equipment until submittals have been reviewed and marked "No Exception Taken" or "Make Corrections Noted." Work performed on submittals marked "Make Corrections Noted" must be in accordance with all corrections noted thereon.

The Contractor shall correct submittals and resubmit or shall prepare new submittals for review by Engineer for all submitted items marked "Submit Specified Item," "Rejected," or "Revise and Resubmit." No claims for extra time or delays will be considered due to time required for review of submittals or resubmittals unless due to no fault of the Contractor, Engineer does not review the submittals in a timely fashion pursuant to paragraph c, below.

- c. Engineer's Duties. The Engineer shall review submittals as quickly as possible consistent with a thorough review and consistent with the type of information submitted but in any event not later than fourteen (14) calendar days from the date of submittal. Failure by the Engineer to timely to comply with such review period shall not constitute the basis of a Claim except for an adjustment in the Contract Time.

Such review by the Engineer shall be for the sole purpose of determining the general conformity of said Shop Drawings or schedules to the Contract Documents and shall not relieve the Contractor of its duty as an independent contractor as set forth herein, it being expressly understood and agreed that the Engineer does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules or any means or methods reflected thereby, in relation to the safety of either person or property during Contractor's performance hereunder. The Engineer's review of drawings will not constitute an acceptance of all dimensions, quantities, and details of the material, equipment, device, or item shown and does not relieve the Contractor from any responsibility for errors or deviations from the Contract requirements.

The Engineer shall clearly mark four (4) copies of submittals with required corrections and shall stamp drawings noting the appropriate action, signature, and date.

- d. Form of Submittal. The Contractor must submit four (4) copies of all submittals. One (1) copy of the appropriately marked submittal will be retained at the Engineer's office, one (1) copy will be retained at the Engineer's field office, and two (2) copies will be returned to the Contractor for Contractor's use. The Engineer will not mark additional copies for the Contractor. If the Contractor desires additional copies, they must be marked by the Contractor.

The Contractor shall submit a complete copy of relevant Contract Document items which have been marked by the manufacturer to certify each point of the Contract Document item noting compliance and each point of deviation.

The Contractor must submit relevant literature, catalog cuts, or written descriptive matter backing up all points of the Contract Documents item compliance.

Contractor must submit comparative life cycle, cost, performance, or other data supporting consideration of all points of the Contract Documents item deviation.

All information supplied must be carefully and completely cross-referenced to the relevant Contract Document item requirement.

When required by an individual Contract Document item, the Contractor shall submit written step-by-step test plan for functional checkout and demonstration test of respective equipment. Submissions that do not conform to the form of submittal as outlined herein will not be considered and will be returned to the Contractor for proper submission.

The Contractor must have acceptable Shop Drawings at the Site. Failure of the Contractor to supply acceptable drawings will be deemed sufficient cause for Owner to delay the Work at Contractor's risk and expense until such drawings are available. This procedure shall not entitle Contractor to an extension of time.

- e. Installation Drawings. When required by individual items of the Technical Specifications, the Contractor shall provide, for the Engineer's use, two (2) copies of installation drawings and instructions consisting of all necessary details required for field assembly, erection, and installation of a particular component of Work, including, but not limited to, unloading and storage instructions, layout/placement drawings, erection sequences, assembly drawings, connection details, and wiring diagrams.

- 3.06. VARIATIONS AND ALTERNATE DESIGNS. Foundations, structural supports, electrical work, and piping when shown on Plans for items of equipment may be changed by Engineer if necessary to accommodate equipment furnished. Effort has been made to design foundations, structural supports, electrical work, and piping so that no changes not usually and normally encountered in work of the type to be performed hereunder will be necessary; however, exact dimensions and size of subject foundations and structural supports and exact

electrical and piping installations may not be finally determined until the applicable Shop Drawings are submitted to the Engineer. Changes to the Plans or Technical Specifications will be signed and sealed by the Engineer in accordance with applicable laws. Contractor shall make required changes in the Work, after prior consultation with the Engineer, at no cost to Owner.

If substitute items of equipment are authorized which vary materially from those shown on Plans, Contractor shall prepare equipment data and detailed drawings covering necessary modifications and submit to the Engineer for approval. Contractor shall make drawings the same size as Plans and of comparable quality. Contractor shall pay the charges resulting from modifications including engineering charges for checking modifications.

If alternate design features are proposed for the convenience of the Contractor, the Contractor shall submit design calculations and detailed drawings covering proposed changes and related modifications of the Plans to the Engineer for review. Design calculations and detailed drawings submitted by the Contractor must be signed and sealed by a professional engineer licensed in the State of Texas. The Contractor shall make drawings the same size as the Plans and of comparable quality. Contractor shall pay the charges resulting from modifications, including engineering charges for checking such designs.

#### **ARTICLE IV. SITE ACCESS/ CONDITIONS/ REFERENCE POINTS**

- 4.01. ACCESS AND AVAILABILITY OF LANDS. Except as provided herein, the Owner shall provide, as indicated on the Plans, land upon which the Work is to be done, rights-of-way for access to same, and such other lands which are designated for use of the Contractor. If required, Contractor shall provide, at its own cost, for additional lands and access for temporary construction facilities or storage of materials and equipment.

Contractor shall propose, for Engineer's review and approval, access roads for moving construction personnel and equipment. The access routes are subject to change by the Engineer, occasioned by the progress of the Work or unforeseen conditions. If routes are changed, Contractor may propose alternate routes. Changes required in haul routes shall not be the basis for extra payment, unless such changes are required by written directive from the Engineer.

Contractor shall, whenever possible, keep all construction traffic out of existing neighborhoods. Contractor shall keep haul routes clean at all times to the satisfaction of the Engineer and the local governing body having jurisdiction over the haul routes.

- 4.02. SURVEYING; LINES AND GRADES. The Owner will establish reference points for construction only; the Contractor is responsible for staking from bench marks and horizontal control references established by Engineer. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. The Contractor shall report to the Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

- 4.03. SOILS REPORT. If provided, any soils report and log of borings is available for Contractor's information only. The report is not a warranty of subsurface conditions, nor is it a part of the Contract Documents. Contractor is expected to examine the Site and such reports and then decide for itself the character of the materials to be encountered.

Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the surface and subsurface investigations that have been prepared by others. Owner and Engineer further disclaim responsibility for interpretation of that data by Contractor, i.e. projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water or underground facilities.

- 4.04. SUBSURFACE EXPLORATION. It is not represented that the Plans show all existing storm sewer, sanitary sewer, water, gas, telephone and electrical facilities, and other underground structures. Contractor shall determine the location of these installations in the way of the Work by referring to available records, consulting appropriate municipal departments and utility owners, and by making necessary exploration and excavations.

- 4.05. DEVIATIONS OCCASIONED BY UTILITY STRUCTURES. Whenever existing utilities, not indicated on the Plans, present obstructions to grade and alignment of pipe, Contractor shall immediately notify the Engineer who, without delay, will determine whenever existing improvements are to be relocated or grade and alignment of pipe changed. Where necessary to move services, poles, guy wires, pipelines, or other obstructions, the Contractor will make arrangements with owners of utilities. The Owner will not be responsible for or liable for damages for any delays due to changes made by owners of utilities which hinder progress of any Work. The Owner may, at its sole discretion, determine whether to grant any extension of time and/or additional compensation.

- 4.06. DIFFERING SUBSURFACE OF PHYSICAL CONDITIONS. Contractor shall give prompt written notice to Engineer if any subsurface or physical condition is uncovered or revealed and either: (i) differs materially from that shown or indicated in the Contract Documents or the technical data or related documents; or (ii) is of a highly unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work performed at the location. After receipt of Contractor's written notice, Engineer will promptly review the condition, determine the necessity of Owner's obtaining additional exploration or tests and advise Owner in writing of Engineer's findings and conclusions. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order from Engineer to do so. Absent an emergency, any Work performed by Contractor before receiving Engineer's response will be at the sole expense of the Contractor.

The Contract Price and/or the Contract Times may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Provided, however, Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if: (i) Contractor knew, or should have known, of the existence of such conditions at the time Contractor entered into the Contract; (ii) the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site required by the Contract Documents to be conducted prior to Contractor's entering into the Contract; or (iii) Contractor failed to give the written notice as

required. If Owner and Contractor cannot agree on entitlement to, or the amount or extent of, any adjustment in the Contract Price or Contract Times, or both, a Claim may be made.

- 4.07. ARCHAEOLOGICAL OR HISTORICAL MATERIALS. On discovery of materials with potential archaeological or historical significance, the Contractor shall stop work and notify the Engineer. The Contractor shall protect the site from disturbance until it is cleared by the Engineer to resume work. If the discovery results in a delay exceeding sixty (60) days or more, the Contractor may receive damages for delay, limited to the actual costs of demobilization and re-mobilization, without mark-up, and may make a Claim for an extension to the Contract Time.
- 4.08. HAZARDOUS ENVIRONMENTAL CONDITIONS. Reports identifying Hazardous Environmental Condition are not Contract Documents. **Owner and Engineer do not warrant the accuracy or completeness of such documents and disclaim all responsibility and liability for accuracy of investigations and reports prepared by third parties.** Owner and Engineer also disclaim any responsibility for Contractor's interpretation of such reports and tests. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such condition or in any affected area until the affected area is or has been rendered safe for the resumption of Work. Except as provided in this section, it will not be the Contractor's duty to provide any required governmental notifications relative to the discovery of Hazardous Environmental Conditions.
- 4.09. LOSSES FROM UNFORESEEN CIRCUMSTANCES AND CONDITIONS OR NATURAL CAUSES. Except as specifically provided in the Contract Documents, all loss or damage arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstances or natural causes in the prosecution of the same, or from the soil, subsurface, and other conditions, whether naturally occurring or manmade, or from concealed conditions or unusual obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by Contractor at its own cost and expense. Contractor accepts such risk even for circumstances and conditions that differ materially from those indicated in the Contract Documents, geotechnical report, a review of the Site and surrounding areas or other information furnished by or on behalf of Owner. Accordingly, Contractor shall not be entitled to any additional compensation or time associated with unforeseen circumstances or conditions or natural causes except as allowed by the Contract Documents.

#### ARTICLE V. CONTRACTOR'S RESPONSIBILITIES/ INDEMNITIES

- 5.01. INDEPENDENT CONTRACTOR. It is understood and agreed that all Work done by Contractor shall meet with the approval of Owner's representative but that the detailed manner and method of doing the Work shall be under the control of Contractor as set forth more fully in these General Conditions, Owner being interested only in the result obtained, and that Contractor is an independent contractor as to all Work performed hereunder.

5.02. TIME AND ORDER OF COMPLETION. Time is of the essence of this Contract. It is the meaning and intent of this Contract, unless otherwise herein specifically provided, that Contractor shall be allowed to prosecute its Work at such times, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that:

- a. In all instances Contractor shall comply with the Contract Documents and the order, time, techniques, sequences, procedures, manner, means and methods of prosecution of the Work shall be such that the Work shall comply with and shall be completed as a whole and in part, in strict accordance with the Contract Documents, including the Plans and Technical Specifications, and within the required time of completion, and Contractor shall have no right to perform any portion of the Work or utilize means, methods, techniques, sequences, procedures or individuals in violation of the Contract Documents or that may damage the Work or decrease the life expectancy of the Project.
- b. The exercise of any of the rights and authority granted the Owner in the Contract Documents (including, without limitation, ordering changes in the Work, rejecting proposed means, methods, techniques, sequences or procedures, and directing suspension, rescheduling, re-execution or correction of the Work) shall not be construed as or deemed to be control of, charge of, responsibility for, or an assumption of Contractor's obligations with respect to, such construction means, methods, techniques, sequences, procedures, safety precautions, and programs.
- c. When Owner is having other work done, either by contract or by its own forces, Engineer may prescribe the time and sequence of constructing the Work done under this Contract so that conflict will be avoided and the various construction being done for Owner shall be harmonized.

With regard only to items (a) and (b), above, any additional schedules or charts furnished; acquisition of any necessary additional equipment; work of hours in excess of those encompassed within Contractor's normal workday; or performance of certain tasks whether similar or dissimilar to the foregoing shall be done without additional cost to Owner.

5.03. CONTRACTOR'S DUTY AND STANDARD OF CARE. Contractor is an independent contractor and shall give personal attention to the faithful prosecution and completion of the Work and shall be present either in person or by duly authorized representatives on the Site continuously during its progress. Contractor shall exercise the highest degree of skill, care, attention, effort, judgments, and diligence that a professional Contractor would use in the performance of the Work. Contractor warrants that Contractor will: (i) perform, supervise and direct the Work, using the Contractor's best skill and attention, in a good and workmanlike manner and in the best and most expeditious and economical manner consistent with the interests of the Owner; (ii) utilize its best skill, efforts and judgment in furthering the interests of the Owner; (iii) perform the Work in strict compliance with applicable Laws and Regulations, such that the Work, no later than the time for completion, will comply with applicable Laws and Regulations; (iv) furnish efficient business administration and supervision (all of the foregoing collectively, the "Standard of Care"); and (v) perform the Work in strict accordance with the Contract Documents. If directed by the Engineer, Contractor shall maintain an office on or adjacent to the Site. Regardless of what authority

and rights may be assigned by the Owner to the Engineer, Contractor remains fully and solely responsible and liable for its obligations to perform the Work in strict accordance with the requirements of the Contract Documents; to insure against failures in safety precautions; to carry out the Work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the Work in order to fully comply with the Plans, Specifications and other Contract Documents; and to otherwise complete the Work in accordance with the Contract Documents.

- 5.04. CONTRACTOR'S AGENT. Contractor, during Contractor's absence from the Site, shall keep a competent English speaking superintendent or foreman upon the Site, fully authorized to act for Contractor in Contractor's absence. Contractor shall provide Engineer and Owner with written notification of such individual's position, name, and contact information. Any notice given by Engineer, when given to any superintendent, foreman, or agent of Contractor in charge of any operation of the Work in the absence of Contractor, shall be considered as notice to Contractor, provided any notice given under this paragraph shall be in writing.
- 5.05. CHARACTER OF WORKERS. Contractor agrees to employ only orderly, competent, and skillful people to do the Work; and agrees that whenever Owner shall inform the Contractor in writing that any person(s) or subcontractors on the Work are, in Owner's opinion, incompetent, unfaithful, or disorderly, such person(s) or subcontractor shall be discharged from the Work and shall not again be employed on the Work without Owner's written consent.
- 5.06. CONSTRUCTION MATERIALS. Contractor shall provide all labor, tools, equipment, machinery, and material necessary in the prosecution and completion of this Contract, unless otherwise specifically provided. It is understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any material, tools, or machinery of Contractor. Owner shall not be responsible for any part of the Work until the risk of loss has transferred to the Owner upon Substantial Completion. The Contractor shall incorporate into the Work only new materials and equipment and shall store these materials and equipment in a manner to protect them from damage. The manner of protection is subject to specific approval of the Engineer. Pipe, fittings, equipment, and other serviceable materials found on the Site or dismantled by reason of construction shall remain property of the Owner unless otherwise designated. The Contractor shall remove and deliver materials to Owner at designated points and shall pay, at prevailing market price, for usable materials that are damaged through negligence or otherwise.
- 5.07. OTHER CONTRACTS. Other construction may be underway concurrently in this area. The Contractor shall afford utility companies and other contractors reasonable opportunity for introduction and storage of their materials and execution of their work. All Work under this Contract must be properly connected and coordinated with that constructed by others and Contractor has the duty and obligation to connect and coordinate the Work with work constructed by others related to the Project so the Work and Project function as intended.
- 5.08. DAMAGES. In the event Owner is damaged in the course of the Work by the act, negligence, omission, mistake, or default of Contractor, or should Contractor delay the progress of the work being done by others on the Project, or other projects of Owner, so as to cause loss or liability to Owner, then Contractor shall reimburse Owner for such loss.

NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, IN NO EVENT (INCLUDING, WITHOUT LIMITATION, DEFAULT BY OWNER), SHALL OWNER'S LIABILITIES, IF ANY, TO CONTRACTOR EVER EXCEED THE TOTAL CONTRACT PRICE, LESS ALL SUMS FOR WORK, MATERIALS AND/OR LABOR PREVIOUSLY PAID TO CONTRACTOR BY OWNER AND CONTRACTOR RELEASES OWNER FOR ANY LIABILITIES IN EXCESS OF SUCH TOTAL CONTRACT PRICE, INCLUDING WITHOUT LIMITATION LIABILITIES ARISING FROM OWNER'S NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CAUSES OF ACTION OR CLAIMS.

- 5.09. TITLE AND RISK OF LOSS. Although Contractor has custody and possession of the Work, as between Owner and Contractor, ownership and title to (as opposed to risk of loss of) all of the Work completed and in the course of construction at the Site and of all materials furnished irrespective of the location thereof, shall be in the name of the Owner. The vesting of such title in the Owner shall not impose any obligations on the Owner or relieve Contractor of any of its obligations hereunder. The Contractor warrants that it shall acquire no Work or equipment and materials, whether directly or through a subcontractor, subject to an agreement under which a security interest is retained by the seller or otherwise imposed by the Contractor, any subcontractor, or any other person or entity. Notwithstanding the passage of title, risk of loss or damage shall remain with Contractor until Substantial Completion approved by the Owner.
- 5.10. PROTECTION OF PERSONS AND PROPERTY. Contractor shall at all times take reasonable precautions for the safety of its employees and of all other persons at the Site, and for the protection of property of others, including property adjacent to the Site. Contractor shall comply with all applicable federal, state, and municipal safety laws and regulations and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the Manual of Accident Prevention in Construction published by the Associated General Contractors of America unless such instructions are incompatible with Laws and Regulations. Where damage occurs to property of others due to Contractor's or its subcontractors' or suppliers' acts or omissions, or where necessary to take down fences, signs, or other obstructions, Contractor shall repair, renew or replace in their original condition and restore damaged property or make satisfactory restitution to a condition equal to or better than that which existed before Contractor caused the damage or removal, at no cost to Owner. Contractor shall promptly report to Engineer all accidents involving Contractor's employees or any other parties or property. Where livestock are present, Contractor shall take all necessary precautions to assure that no construction or construction related activity will allow livestock to leave their confine. Where existing fences are being crossed, Contractor shall maintain the integrity of the fence during construction through placement of guards, temporary fences, or other adequate measures as approved by the Engineer. All construction activities, including ingress and egress, shall occur within the boundaries and Contract constraints of the temporary and permanent construction limits. Additionally, no staging, parking, loading, and/or unloading shall occur outside of the designated construction limits.
- 5.11. INSURANCE AND BONDS. Contractor shall procure and maintain in force and effect during the Work the insurance described in the Special Conditions. In addition, Contractor agrees to insure the Work under an appropriate builder's risk or other insurance policy until the risk of loss transfers to Owner pursuant to 5.09. It is further agreed by the Parties to this

Contract that Contractor will execute a Performance Bond, Maintenance Bond and/or Payment Bond, each as further specified in the Special Conditions.

5.12. INDEMNIFICATION.

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

- (I) BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER, EVEN IF SUCH BODILY INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE INDEMNIFIED PARTIES; AND
- (II) BODILY INJURY TO OR DEATH OF ANY PERSON NOT ENCOMPASSED IN (I), ABOVE, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY OR ARISING OUT OF ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, IN ANY WAY RELATED TO THIS CONTRACT OR IN CONNECTION WITH THE PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK OR OTHER ACTIVITIES OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OR VIOLATION OF ANY STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR OTHER FAULT OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS OF ANY TIER.

**PROVIDED, HOWEVER, THAT CONTRACTOR'S OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO ENGINEER, ARCHITECT, OR LANDSCAPE ARCHITECT OR THEIR AGENT, SERVANT, OR EMPLOYEE (THE "PROFESSIONAL PARTIES") FOR DAMAGE THAT:**

- I. IS CAUSED BY OR RESULTING FROM DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE PROFESSIONAL PARTIES, OR NEGLIGENCE OF THE PROFESSIONAL PARTIES IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONTRACT DOCUMENTS AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONTRACT DOCUMENTS; AND**
- II. ARISES FROM PERSONAL INJURY OR DEATH, PROPERTY INJURY, OR ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY INJURY.**

**THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

**CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE INDEMNIFIED PARTIES FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE INDEMNIFIED PARTIES.**

**THIS INDEMNIFICATION OBLIGATION IS INDEPENDENT OF THE INSURANCE REQUIRED HEREIN.**

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

Each party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that the party has no notice or knowledge of such provision or that the provision is not "conspicuous."

If other provisions contain any indemnities or limitations, such indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided herein to the end that all indemnities provided in the Contract Documents shall be construed to grant indemnity to the Indemnified Parties to the fullest extent of each such indemnity.

Contractor shall include in each of its subcontracts with its subcontractors of every tier the provisions of this Section 5.12 in the same form as in all material respects to those contained herein. Such provisions shall be for the benefit of and in favor of the Indemnified Parties and such other parties on whom Contractor and such subcontractors may agree.

5.13. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT AND INDEMNIFICATION.

- a. Contractor shall not furnish or provide to Owner any materials or Work that infringe a third party's intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like). Contractor shall not disclose or provide to Owner any information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas which Contractor does not own or otherwise have the right to disclose or provide to Owner.
- b. Contractor represents and warrants that the materials and the Work shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such materials and Work shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- c. Contractor represents and warrants to Owner that all information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas disclosed or provided to Owner shall be free from third party claims of ownership and that Owner's right to own, use, or otherwise disclose such information, ideas, concepts, improvements, discoveries, inventions, or forms of expression of ideas shall be free from third party claims of infringement of intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, trademark infringement or the like).
- d. Contractor represents and warrants that all processes or methods utilized by Contractor to provide its services to Owner are free from infringement of third party intellectual property rights (whether it be claims of improper use of confidential information, patent infringement, copyright infringement, or the like) and that all products provided by Contractor to Owner are free from third party claims of infringement of intellectual property rights, including allegations that the product

infringes the claims of the United States process patent in violation of the Process Patents Amendment Act of 1988. Contractor shall cooperate fully and promptly with Owner with respect to any notice of infringement or request for disclosure or response to a request for disclosure generated or received by Owner in connection with Contractor's Work pursuant to the Process Patents Amendment Act of 1988. To the extent that Contractor obtains products from third parties which it intends to provide to Owner, Contractor shall obtain agreements from Contractor's vendors to cooperate in connection with requests for disclosure generated or received by Owner pursuant to the Process Patents Amendment Act of 1988.

- e. THE INDEMNITY AGREEMENT PROVIDED IN CONTRACTOR'S INDEMNITY OBLIGATION PROVIDED IN SECTION 5.12 ABOVE, INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: (I) CONTRACTOR'S BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING INTELLECTUAL PROPERTY RIGHTS; (II) ALLEGATIONS THAT OWNER, BY USE OF THE MATERIALS OR THE WORK, INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (WHETHER IT BE CLAIMS OF IMPROPER USE OF CONFIDENTIAL INFORMATION, PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR THE LIKE); (III) ALLEGATIONS THAT A THIRD PARTY OWNS INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS, DESCRIBED OR PROVIDED BY CONTRACTOR TO OWNER; (IV) ALLEGATIONS THAT OWNER'S OWNERSHIP OR USE OF INFORMATION, IDEAS, CONCEPTS, IMPROVEMENTS, DISCOVERIES, INVENTIONS, OR FORMS OF EXPRESSION OF IDEAS DISCLOSED OR PROVIDED BY CONTRACTOR TO OWNER INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) ALLEGATIONS THAT THE PROCESSES UTILIZED BY CONTRACTOR IN PROVIDING ITS SERVICES TO OWNER INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS (INCLUDING A VIOLATION OF THE PROCESS PATENTS AMENDMENT ACT OF 1988); OR (VI) THE COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES INCURRED BY OWNER, IN ENFORCING THE INTELLECTUAL PROPERTY INDEMNITY INCLUDED IN THIS PARAGRAPH.

IN ADDITION TO CONTRACTOR'S INDEMNITY OBLIGATION PROVIDED IN SECTION 5.12, ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST EVERY LOSS, ITEM OF DAMAGE, INJURY, EXPENSE, DEMAND, CLAIM, CAUSE OF ACTION, JUDGMENT OR LIABILITY, OF WHATSOEVER KIND OR CHARACTER, WHETHER ARISING IN CONTRACT OR TORT OR UNDER ANY STATUTE, FOR EVERY ELEMENT OF RECOVERY, WHETHER DIRECT OR INDIRECT, INCLUDING SPECIAL AND CONSEQUENTIAL DAMAGES, AND INCLUDING ALL RELATED FEES AND COSTS, TO INCLUDE ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR

**OTHER DISPUTE RESOLUTION COSTS, BASED UPON, ARISING OUT OF, OR RELATING TO ANY ALLEGATION OF VIOLATION OF COPYRIGHT LAWS AS A RESULT OF CONTRACTOR'S PERFORMANCE (OR NON-PERFORMANCE) OF THE WORK.**

- f. Contractor confirms and agrees that the Owner has and shall retain all rights, title, and interest in and to the drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights, provided to Contractor by or on behalf of Owner, and that by use of such drawings, documents, designs and information, the Contractor shall not acquire any right, title, or interest in such drawings, documents, designs and information, including, without limitation, any copyright or other intellectual property rights. *The Owner makes no representation or warranty, and hereby disclaims any such warranty, that any information provided to the Contractor by or on behalf of the Owner in connection with the Work can be used without infringing any intellectual property rights of third parties under any intellectual property rights of the world.*

- 5.14. SUBCONTRACTOR'S ASSIGNMENT AND SUBLETTING. Contractor shall be fully responsible to Owner for all acts and omissions of any subcontractor, supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Contractor. All Work performed for Contractor by such subcontractor, supplier, persons or organization shall be pursuant to an appropriate agreement between Contractor and each such party that specifically binds such party to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

Contractor shall timely pay its subcontractors and material suppliers, as required by law and any agreements between or among Contractor and its subcontractors/material suppliers or other persons or organizations performing the Work, and such payments are a condition precedent to final payment.

- 5.15. CONTRACTOR'S SETTLEMENT OF THIRD PARTY CLAIMS. Contractor shall promptly settle or cause the settlement of all claims for which it is responsible, in whole or in part, pursuant to the Contract Documents. Upon receipt of any claim, Contractor shall immediately notify the Owner of the full particulars thereof, and the Owner may elect, by notice to Contractor, to have its representative accompany Contractor's representative in making settlement of the same.

- 5.16. SETTLING THIRD PARTY SMALL CLAIMS. Owner shall provide Contractor written notice of any claims made arising out of or relating to the Contract or the Contractor's performance of the Work. Contractor shall, within ten (10) calendar days following such notice, appoint in writing and thereafter, until Final Completion, unless earlier allowed by Owner, maintain on the Site a special agent who shall have full duty and authority on behalf of Contractor to settle and pay any claims payable by Contractor described herein, to request or confirm payment by Owner of such claims for the account of Contractor, and to do all other things necessary or convenient in connection with the foregoing authority. In addition, Contractor shall cause said special agent to accompany the representative of Owner to solicit the settlement of such claims as Owner's representative may request. Contractor, through its special agent, shall settle and pay claims payable by Contractor hereunder, but only in the presence and with the cooperation of the representative of the Owner, and in such settlement

Contractor shall take receipts and releases in favor of and releasing the Indemnified Parties as well as Contractor.

Understanding that Owner has a special interest in preserving the good will of persons whose property may be injured in the course of the Work, should Contractor fail to settle and pay claims, including providing written receipts and releases in favor of and releasing the Indemnified Parties, within thirty (30) calendar days of Owner's initial written notice, Owner shall thereafter have the rights and authority (in Owner's discretion) to itself settle and pay, on Contractor's behalf, such claims as described in this paragraph. Contractor expressly acknowledges, acquiesces and confirms that a representative of Owner may, in good faith, determine whether claims are payable in whole or in part by Contractor under the provisions herein (the hazard and expense of litigation and the special interest of Owner in liquidating all claims being considered), and if found so payable in part, the portion thereof payable by Contractor. To minimize the expense of employing agents in settling claims, Contractor hereby further authorizes Owner to settle and pay any claims payable by Contractor hereunder which may be settled at Owner's sole election for up to \$10,000 per claim (or such greater amount per claim as Contractor may fix by written notice to Owner). The amount of any such claims may be withheld from Contractor's final payment.

Contractor shall reimburse Owner for all costs and expenses incurred by Owner in the settlement of any claims payable by Contractor.

- 5.17. CONTRACTOR'S USE OF OWNER'S PROPERTY. In the event that any arrangement is made whereby Contractor or any of its subcontractors of any tier use any employees of Owner, any tools, equipment, apparatus, improvements or other personal property of Owner or any utilities (such as electricity, gas, water, compressed air and toilet facilities) furnished by or through Owner, irrespective of who pays the employees and regardless of whether any consideration is paid for the use of the tools or the utilities, then the employees while engaged in the use of the tools or the utilities shall be conclusively considered the agents, servants, and employees of Contractor, and the acceptance and/or use of the tools or the utilities by Contractor or its subcontractors of every tier shall mean the Contractor has inspected and determined the tools and utilities satisfactory for Contractor's intended purposes and uses, and accepted full responsibility for the tools and utilities. **Owner makes no representation or warranty regarding the condition or suitability of any such tools, equipment, apparatus, improvements, other property or utilities and Contractor releases Owner from all such claims of representation and/or warranty with regards the conditions of suitability of such tools, equipment, apparatus, improvements, other property, or utilities.** Contractor shall return the tools at the conclusion of Contractor's use thereof in the same condition as when received, ordinary wear and tear excepted.

5.18. LAWS AND REGULATIONS.

- a. Prior to beginning the Work, Contractor shall become familiar with all of the Laws and Regulations relating to the Work or which in any manner might affect the Work, and shall thereafter comply with all such Laws and Regulations. Contractor shall, at its expense, obtain all permits, licenses, certificates and other authorizations required by or reasonably necessary in connection with the Work and shall at all times observe and comply with the Laws and Regulations.

- b. Contractor agrees that all financial settlements, billings, and reports rendered to Owner as provided for in the Contract Documents will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of Owner, which data may be relied upon by Owner and Engineer as being complete and accurate in any further recording and reporting made by Owner for whatever purpose.
- c. Contractor agrees to notify Owner promptly upon discovery of any instance where the Contractor fails to comply with provision (a), above, or where Contractor has reason to believe data covered by (b), above, is no longer accurate and complete.

5.19. **BUSINESS STANDARDS.** Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Owner. Contractor shall review with the Owner at reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with the Owner's employees, agents, and representatives, vendors, subcontractors and other third parties, and those relating to the placement and administration of purchase orders and subcontracts.

In connection with this Contract and the Work, neither Contractor, its subcontractors of every tier, nor the employees, representatives, and agents of Contractor or any such subcontractor shall at any time solicit, accept, offer, or bestow gratuities of more than nominal value from or to one or more of the Indemnified Parties, any of Owner's other contractors associated with the Work, the employees, agents, or representatives of such other contractors, or anyone else associated with the Work. Violation of this policy by Contractor or any subcontractor shall constitute a material breach of Contractor's obligations under the Contract Documents that may result at the Owner's election in a declaration of default.

5.20. **SAFETY.**

- a. Contractor shall develop a safety program applicable to each job site and to the Work to be done and enforce such program at all times. Further, Contractor shall comply with all applicable Laws and Regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Contractor employees. Contractor shall have complete control of the Work and Site and responsibility for protecting the safety and health of its employees, subcontractors, and all other persons.
- b. Contractor shall notify Owner immediately by telephone, with prompt confirmation in writing, of injuries and fatalities that occur on the Site in connection with any Work being performed under this Contract and shall provide Owner with such reports of injuries and fatalities as Owner shall deem necessary, including but not limited to, copies of all reports or other documents filed or provided to Contractor's insurers or the State of Texas in connection with such injury or fatality.

- c. Nothing contained herein shall be interpreted as enlarging Owner's legal duty to Contractor or to Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor as an independent contractor.

5.21. ALCOHOL, DRUGS, WEAPONS, ETC. The use of alcohol or controlled substances by any Contractor Parties on Owner's property or the Site or any person remaining on Owner's property or the Site under the influence of such substances is strictly prohibited. In addition, possession of alcohol, controlled substances, firearms, explosives, weapons, and hazardous substances or articles without proper authorization is not permitted on Owner's property or the Site. Entry onto Owner's property is deemed to be consent to and recognition of the right of Owner or a representative of the Owner who has been specifically authorized to search the person, motor vehicles, and other property of each individual while entering, on, or departing the Site.

5.22. UTILITY SERVICES FOR CONSTRUCTION. The Contractor shall provide all utilities necessary for construction at no additional cost to Owner unless otherwise specified in the Contract Documents.

5.23. OPERATION AND MAINTENANCE MANUALS. Operation and maintenance manuals are to be provided where required by an item in the Technical Specifications. The Contractor is responsible for obtaining installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the Contract and shall submit three copies of each complete manual and one CD to the Engineer within ninety (90) days after approval of Shop Drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the Site or storage location. Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor and/or Engineer to install, test, and start up equipment. Contractor shall comply with all such manuals in installing and operating such equipment.

Each manual must be bound in a folder and labeled to identify the contents and project to which it applies. The Engineer may additionally request electronic copies of each manual, stored on electronic media suitable to the Engineer. The manual should contain the following:

- a. An 8-1/2-inch x 11-inch typewritten sheet listing the manufacturer's identification, including order number, model, and serial number and location of parts and service centers.
- b. A separate 8-1/2-inch x 11-inch typewritten list of recommended stock of parts, including part number and quantity.
- c. Complete replacement parts list.
- d. Performance data and rating tables.
- e. Specific instructions for installation, operation, adjustment, and maintenance.

- 5.24. INTERRUPTION OF UTILITY SERVICES. The Contractor shall not operate any valve or other control on existing systems. The Contractor shall exercise care in performing Work so as not to interrupt service, including, but not limited to, locating and uncovering existing utilities ahead of heavy excavation equipment and at house connections, either lifting trenching machine over lines or cutting and reconnecting with minimum interruption of service, as approved.
- 5.25. TRAFFIC AND OTHER SAFETY MEASURES. If the Work occurs on, near, or adjacent to any street, alley, or public place or where construction creates hazard to property, traffic, or public safety, the Contractor shall furnish and maintain suitable barricades, warning signs, lights and other safety items or mechanisms and remove same when no longer necessary. The Contractor shall be responsible for all phases of traffic control according to the guidelines as set forth in Manual on Uniform Traffic Control Devices and per all Laws and Regulations.
- 5.26. USE OF STREETS. Except where approved otherwise, the Contractor may not hinder or inconvenience travel on streets or intersecting alleys for more than two blocks at any one time. Whenever streets are closed the Contractor shall comply with all Laws and Regulations and place properly worded signs announcing such fact to the public, with proper barricades at the nearest street corners, on both sides of obstruction. The Contractor shall leave no street or driveway blocked at night. When streets are closed, Contractor shall also notify the Engineer, the Fire Department and the Police Department and any other parties required by Law and/or Regulation(s). The Contractor shall not block ditches, inlets, fire hydrants, etc., and, where necessary, shall provide temporary drainage.
- The Contractor shall remove as soon as practicable, accumulated rubbish and open each block for public use. Use of any portion of a street shall not constitute acceptance of any portion of Work. The Contractor shall backfill and shape trenches across street intersections or driveways for safe traffic at night or, where permitted, span open trenches with steel plates or bridges to permit traffic flow. When driveways are cut, the immediate placement of mats for ingress or egress of vehicles may be directed if undue hardship to property owner would otherwise result and/or the Law requires.
- 5.27. CONSTRUCTION STORMWATER DISCHARGES. The Contractor shall, without any additional expense to the Owner, be responsible for obtaining any necessary licenses and permits and for complying with all applicable Laws and Regulations, including, but not limited to, any Laws or Regulations concerning storm water permitting and management. Specifically, without limitation, the Contractor will comply with all aspects of the Texas Pollutant Discharge elimination System ("TPDES") General Permit for Storm Water Discharges from Construction Activities in Texas and with the Storm Water Pollution Prevention Plan (SWPPP) that has been developed for the Project. At Owner's expense, the baseline SWPPP for the Project will be provided by the Engineer to Contractor. The Contractor will implement the baseline SWPPP and advise the Engineer in writing prior to implementing any changes required to the SWPPP due to changes in construction activities. The Engineer may update SWPPP due to changes in construction activities. The Contractor will file the Notice of Intent ("NOI") for permit coverage with the Texas Commission on Environmental Quality and will maintain a copy thereof, file stamped by such governmental authority, at the Site. Weekly inspection to ensure compliance with the SWPPP and other permit requirements will be performed by the Contractor. Upon Final Completion, the

Contractor shall file the Notice of Termination ("NOT") with the Texas Commission on Environmental Quality.

**The Contractor, and not the Owner, shall be responsible for, and the Contractor shall indemnify Owner from and against, any and all monetary fines or damages assessed by any governing agency resulting from the failure to comply with the requirements of the SWPPP.**

- 5.28. **SITE MAINTENANCE AND CLEAN-UP.** Contractor shall maintain the Site during construction to keep it reasonably neat and free of trash, rubbish, and other debris. In clean-up operations, Contractor shall remove from the Site and from public and private property temporary structures, rubbish, and waste materials and dispose of excavated materials beyond that needed to bring the Site to elevations shown. During final clean-up, any road constructed by Contractor for access to the Site must be leveled and ruts filled so that surface drainage is not hindered.
- 5.29. **AS-BUILT DIMENSIONS/ RECORD DRAWINGS.** The Contractor shall make daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities. Upon completion of Work, the Contractor shall furnish Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and location of all Work constructed.
- 5.30. **SANITATION.** Necessary sanitary conveniences for the use of laborers on the Work, properly secluded from public observation, shall be constructed and maintained by Contractor, in accordance with all Laws and Regulations and in such manner and at such point as shall be approved by Owner, and their use shall be strictly enforced.
- 5.31. **CONTRACTOR'S BUILDINGS.** The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as Owner shall prescribe, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to Owner in accordance with all Laws and Regulations.

#### **ARTICLE VI. ENGINEER'S STATUS DURING CONSTRUCTION**

- 6.01. **ENGINEER'S AUTHORITY AND DUTY.** It is mutually agreed between the parties to this Contract that: Engineer will act as Owner's representative during the construction of the Project, and that no act or omission on the part of Engineer, or its subordinates or representatives, will excuse Contractor from full and proper performance of this Contract according to its terms, or give rise to any liability or obligation from Engineer to Contractor. All authority and rights assigned by the Owner to the Engineer with respect to the Work are solely and exclusively for the benefit of the Owner and not for the Contractor. The Engineer shall have no liability to Contractor under these Contract Documents.

As a contractual adjudication procedure pursuant to Local Government Code 271.154 and in order to prevent delays, it is further agreed by and between the parties to the Contract that, if it cannot be otherwise agreed, Engineer shall in all cases: (i) determine the amounts and quantities of the several kinds of Work which are to be paid for under this Contract; (ii) determine all questions in relation to said Work and the construction thereof; and (iii) decide

every question in writing which may arise relative to the performance of this Contract on the part of Contractor. Provided, however, that should Engineer render any decision or make any requirement which, in the opinion of Contractor, is not in accordance with the meaning and intent of this Contract, Contractor must file with Engineer, as part of the contractual adjudication procedure, within thirty (30) calendar days, of Engineer's written decision Contractor's written notice of objection(s) to the decision or requirement so rendered. Contractor's failure to object to Engineer's decision or requirement within such contractual adjudication period of thirty (30) calendar days shall be deemed Contractor's agreement with such decision or requirement. It is the intent of this Contract that there shall be no delay in the performance of the Work. To this end, the decision or requirement of Engineer shall be promptly carried out. Engineer shall, within a reasonable time or as otherwise required in the Contract Documents, render and deliver to both Owner and Contractor a written decision on all Claims of the parties hereto and on all questions that may arise relative to the execution of the Work or the interpretation of the Contract, Technical Specifications, or Plans.

- 6.02. EXAMINATION, OBSERVATION, AND TESTING. It is agreed by Contractor that Engineer shall be and is hereby authorized to appoint from time to time such subordinate engineers or Project representatives as Owner may deem proper to examine the material furnished and observe the Work done and to ascertain whether the said material is furnished and said Work is done in accordance with the Contract Documents. Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers or Project representatives for the proper examination and testing of the Work and materials. The authority of subordinate engineers and Project representatives shall be limited to examination, observation, and testing of Work and materials, and reporting same to Engineer.
- 6.03. PRELIMINARY APPROVAL. Neither Engineer nor its subordinates shall have any power to waive the obligations of this Contract for the furnishing by Contractor of good, new material, or for Contractor's obligations to perform the Work in a good and workmanlike manner as herein described and in full accordance with the Plans, Technical Specifications, and other Contract Documents. No action taken or thing done, written or oral, including, but not limited to, inspections made, payments made, or Final Completion of the Work, and no failure or omission of Engineer or its subordinates to discover, object to, or condemn any defective Work or material, shall release Contractor from the obligation to fully and properly perform the Contract, including, without limitation, the obligation to at once tear out, remove, and properly replace the same.

Any questioned Work may be ordered by Engineer to be taken up or removed for re-examination prior to Final Acceptance, and if found not in accordance with the Contract Documents for said Work, all expense of removing, reexamination, and replacement shall be borne by Contractor; cost of uncovering any Work will be borne by Owner only when the Work is found acceptable and the Work was originally performed with the knowledge of the Engineer.

- 6.04. RIGHT OF ENGINEER TO MODIFY MATERIALS AND EQUIPMENT. The Contractor shall provide and use accepted equipment and materials in sufficient qualities and quantities to facilitate diligent prosecution of the Work to the end that the Work will be completed within the time for completion and otherwise in accordance with the Contract Documents. If at any time Engineer shall find that the materials or equipment used by Contractor are faulty or inadequate to secure the quality of Work or the rate of progress necessary for Contractor to

complete the Work (or any portion thereof) within the time period required by this Contract or otherwise will prevent the Work from being completed in accordance with the Contract Documents, Engineer may, in writing, require Contractor to improve the materials and/or equipment, and/or replace and/or supplement them, and Contractor shall comply with such requirements.

- 6.05 WORK FORCE AND EQUIPMENT. If at any time the working force of Contractor is inadequate for securing the progress herein specified, Contractor shall, if so notified in writing, increase its work force or equipment, or both, to such an extent as to ensure compliance with the schedule of progress (and timely completion of the Work) all in accordance with the Contract Documents.

## ARTICLE VII. EXTRA WORK/ CHANGE ORDERS/ CLAIMS

- 7.01. CHANGES AND ALTERATIONS. Contractor further agrees that Owner may make such changes and alterations as Owner may see fit in the line, grade, form, dimensions, Plans, Technical Specifications, or materials for or scope of the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this Contract and the accompanying Bonds.

If such changes or alterations diminish the quantity of the Work to be done, such changes may reduce the Contract Price according to the quantity of Work actually done and the unit price established for such Work under this Contract and shall not constitute the basis for a Claim. If such changes or alterations increase the amount of Work and the increased Work can fairly be classified under the Plans, Technical Specifications, or other Contract Documents, such increase shall be paid for according to the quantity of Work actually done and at the unit prices established for such Work under this Contract, otherwise such Extra Work shall be paid for as provided in this Article. If Owner makes such changes or alterations as makes useless any Work already done or materials already furnished or used in accordance with the Contract Documents in connection with said Work, then Owner shall recompense Contractor for such Work, labor and materials, in accordance with the prices therefore in the Contract Documents, made useless by such change.

- 7.02. EXTRA WORK. It is agreed that Contractor shall perform all Extra Work when presented with a Written Work Order or Change Order. **The Contract Price for Extra Work may be changed only by a Change Order signed by Owner, Engineer, and Contractor.** It is agreed that pricing in any Change Order for performing Extra Work shall be determined by one (1) or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "actual field cost" of the Extra Work, less any savings attributable to the change, alteration or addition, plus fifteen percent (15%) of the net amount.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, and all materials, supplies, teams, trucks, and rentals on machinery and equipment for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred if such equipment or machinery be not already on the job together with all power, fuel, lubricants, water, and similar operating expenses; also all necessary incidental expenses, incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable proportion of premiums on all Bonds and all insurance as may be required by any law or ordinance, or required by Engineer or Owner, or by them agreed to. Engineer may prescribe the form in which accounts of the "actual field cost" shall be kept and may also specify, in writing, before the Work commences, the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Work Order or Change Order. The fifteen percent (15%) of the "actual field cost" to be paid Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate this office shall be included in the "actual field cost." When Extra Work is performed by a subcontractor, the fifteen percent (15%) will apply to the subcontractor only. The Contractor will be allowed five percent (5%) for overhead and profit.

**No Claim for Extra Work of any kind will be allowed unless ordered in writing by Engineer.** In case any requirements, response to request for information, response to a submittal or other communication made by Engineer or any other event appear to Contractor to involve Extra Work for which Contractor should receive compensation, Contractor shall immediately, and **in any event within thirty (30) calendar days after being notified of any such requirement, response, or communication or after such event**, make written request to Engineer for written authorization there for. Such written request for written authorization shall set forth Contractor's belief of, basis for and amount of expected compensation. IN NO EVENT SHALL CONTRACTOR BEGIN PERFORMING THAT PORTION OF THE WORK AFFECTED BY SUCH REQUIREMENT, RESPONSE, OR COMMUNICATION PRIOR TO GIVING SUCH WRITTEN REQUEST FOR WRITTEN AUTHORIZATION TO THE ENGINEER. Any written request for written authorization not timely made by the Contractor shall be deemed a waiver by the Contractor of its right to assert and recover any additional compensation or otherwise on a Claim in respect of such request, response, or communication. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore, and Engineer insists upon its performance, Contractor shall proceed with the Work after making its written request for written authorization to Engineer and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor a written decision on all Claims as provided under Section 6.01 in these General Conditions.

- 7.03 **ESTIMATED QUANTITIES.** The estimated quantities of the various classes of Work to be done and material to be furnished under this Contract are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the Bids offered for

the Work. It is understood and agreed that the actual amount of Work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that the basis for determining quantities for payment under this Contract shall be the actual amount of such Work done and the material incorporated.

**CONTRACTOR AGREES THAT IT WILL MAKE NO CLAIM AND RELEASES OWNER FOR DAMAGES, ANTICIPATED PROFITS, OR OTHERWISE ON ACCOUNT OF ANY DIFFERENCES WHICH MAY BE FOUND BETWEEN THE QUANTITIES OF WORK ACTUALLY DONE OR THE MATERIAL ACTUALLY INCORPORATED UNDER THIS CONTRACT AND THE ESTIMATED QUANTITIES CONTEMPLATED AND CONTAINED IN THE BID.**

Where the final quantity of Work performed by Contractor on "Major Unit Price Work" item differs by more than twenty-five percent (25%) from quantity of the item stated in the Contract, a party may request (subject to Owner's approval) an adjustment in the unit price, for the portion that differs by more than twenty-five percent (25%), by a Change Order. Major Unit Price Work is defined as an individual unit price line item whose original total value: (i) is greater than five percent (5%) of original Contract Price; (ii) becomes greater than five percent (5%) of original Contract Price as the result of an increase in quantity; or (iii) is greater than or equal to \$100,000, whichever is least.

- 7.04. **EXTENSION OF TIME.** Subject to the remainder of this paragraph, should Contractor be delayed in the completion of the Work by any act or negligence of Owner or Engineer, or by any employee of either, or by other contractors employed by Owner, or by changes ordered in the Work, then, if the other requirements for an extension of time are met, an extension of time shall be allowed for completing the Work sufficient to compensate for the delay, the amount of the extension to be the amount approved by Owner, based on the recommendation by Engineer; provided, however, that Contractor shall give Engineer notice in writing of the cause of such delay and the impact to the critical path of the schedule prior to the tenth day of the month following the month in which the delay occurred. Failure to file requests for extension of time within the time set forth in and otherwise as required by this paragraph shall constitute a waiver of any rights the Contractor may have had to such extensions of time. Contractor shall support its request for time extension with such information as required by Engineer. Approved extensions of time must be made in writing, signed by the Owner, Engineer, and Contractor.

Contractor will not be allowed time extensions that are due to: (i) inclement weather (not including Force Majeure); (ii) non-availability of equipment or material, when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay, interference, disruption, or hindrance; (iii) when at least seven (7) hours of available working time remain out of the working day; (iv) while materials are drying and it is possible for the Contractor to enclose the area and use drying devices; (v) when an event of delay, interference, disruption, or hindrance occurs on a day other than a working day or other day when the Contractor had not originally planned to work; (vi) when an event of delay, interference, disruption, or hindrance occurs after the expiration of the time for completion; (vii) to the extent the Contractor could have anticipated or alleviated the impact of the event of delay, interference, disruption, or hindrance through reasonable efforts; (viii) when events of concurrent

**delay overlap the claimed delay; and/or (ix) when an extension of time is precluded by any other provision of the Contract Documents.**

7.05 HINDRANCES, INTERFERENCES, DISRUPTIONS, AND DELAYS. The Contractor shall receive no financial compensation for delay, interference, disruption, or hindrance at any time in the commencement or progress of the Work for any reason and for any period of time, by an act, omission or neglect, or otherwise, of the Owner, Engineer or any other consultant or Contractor of the Owner, or of an employee of any of them; or by changes ordered in the Work; or by fire, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation; or by other causes that may justify delay. To the fullest extent allowed by applicable Laws and Regulations, in no event shall the Owner be liable to the Contractor or any subcontractor or supplier, any other person or any surety for or any employee or agent of any of them, and Contractor releases Owner, for any damages arising out of or associated with any delay, interference, disruption, or hindrance to the Work, regardless of the source of the delay, interference, disruption, or hindrance, AND EVEN IF SUCH DELAY, HINDRANCE, DISRUPTION OR INTERFERENCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT, HOWEVER CHARACTERIZED, OF THE OWNER OR THE ENGINEER OR THE EMPLOYEES, REPRESENTATIVES OR AGENTS OF THE OWNER OR ENGINEER. The Contractor's sole remedy in any such case shall be an extension of time in such amount as allowed by Section 7.04 of these General Conditions.

7.06 NOTICE. CONTRACTUAL ADJUDICATION PROCEDURES. It is agreed that, unless specifically waived in the Contract Documents, all Claims shall be referred to Engineer for a decision. All Claims shall be in writing and filed with Engineer within thirty (30) calendar days of the event giving rise to such Claim, unless a specific provision of the Contract Documents provide a shorter period of time for such filing, in which case it shall occur within such shorter time. Written notice stating the general nature of each Claim and the amount or extent of the Claim, with supporting data, must be provided so the Owner and Contractor can investigate and settle disputes, if any, while construction continues. The Claim shall also be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event. Engineer shall reply to such written Claims by Contractor and render its final decision in writing within thirty (30) days of receipt of the Contractor's last submittal. In the event Engineer shall take no action, the Claim shall be deemed denied. Contractor must provide notice of its intent to appeal Engineer's decision within ninety (90) days of Engineers final decision or within ninety (90) days from the end of the thirty (30) day timeframe for Engineer to reply to Contractor's written Claim, whichever is earlier.

Contractor hereby confirms its willingness and ability to comply with the contractual adjudication procedures of the Contract Documents for seeking an adjustment in price or time, or other relief and hereby agrees that the time periods, notice requirements and procedures set forth in the Contract Documents are reasonable time periods, notice requirements and procedures and that Owner will be prejudiced if Contractor fails to comply with such time periods, notice requirements and procedures. ACCORDINGLY, CONTRACTOR'S FAILURE TO COMPLY WITH THE TIME PERIODS, NOTICE REQUIREMENTS AND CONTRACTUAL ADJUDICATION PROCEDURES OF THE CONTRACT DOCUMENTS WITH RESPECT TO A CLAIM FOR ADJUSTMENT IN

PRICE OR TIME, DAMAGES OR OTHER RELIEF SHALL CONSTITUTE A WAIVER OF THE CLAIM, INCLUDING CLAIMS ARISING OUT OF OWNER'S NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

IT IS FURTHER AGREED THAT ACCEPTANCE BY CONTRACTOR OF THE FINAL PAYMENT SHALL BE A BAR TO ANY CLAIMS OR SUITS BY CONTRACTOR AGAINST OWNER FOR ANY MATTERS RELATED TO THIS CONTRACT, INCLUDING MATTERS ARISING OUT OF OWNER'S NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

#### **ARTICLE VIII. TESTS AND INSPECTIONS/ DEFECTIVE WORK/ WARRANTY**

8.01. TESTING AND INSPECTION. The Owner shall arrange and obtain all inspections and tests required by the Contract Documents; provided, however, that if initial testing fails, all retests will be at Contractor's sole expense. Such testing and inspection is for the sole benefit of Owner, and Owner makes no representation or warranty as to the accuracy of the results of any test or inspection. Contractor at its own expense shall provide such laboratory with all test specimens required by the Contract Documents. The Contractor shall notify the Engineer prior to manufacture or fabrication of items so that observation may be accomplished and furnish field samples of materials to Engineer for testing.

8.02. DEFECTS AND THEIR REMEDIES; WARRANTY PERIOD. It is agreed that if the Work or any part thereof, or any material delivered to the Site for use in the Work or selected for the Work, shall be deemed by Engineer as unsuitable or not in conformity with the Contract Documents, Contractor shall, after receipt of written notice thereof from Engineer, forthwith remove such material and rebuild or otherwise remedy such Work so that it shall be in full accordance with this Contract.

It further is agreed that all Work or any part thereof, including equipment installed, shall be free from defects due to faulty workmanship or materials during the warranty period of two (2) years from the date of Final Completion. Contractor shall notify Engineer in writing thirty (30) days in advance of the expiration of such two-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<br>Sign<br>here → | Title | Date |
|-----------------------------|-------|------|

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).

**BRAZORIA COUNTY MUNICIPAL  
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- 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.

**BRAZORIA COUNTY MUNICIPAL  
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**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.
  - vi. **Contractor's Pollution Liability (CPL) Insurance** for sudden and accidental, and gradual, pollution conditions, arising directly or indirectly from the Work or from Contractor's operations with limits of not less than \$1,000,000 per pollution event or claim and in the aggregate. Contractor's CPL insurance shall remain in force for not less than

two years after completion of the Work, shall not exclude damage to Owner's property, shall not exclude liability assumed or indemnified for under this Agreement, and shall include coverage for bodily injury, property damage, clean-up costs, and completed operations.

- 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 do 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.

**VI. LIQUIDATED DAMAGES.** The Contractor and the Owner agree that time is of the essence of this Contract. The Contractor and the Owner agree that a breach of this Contract by failure to complete the Work in the specified time will cause harm to the Owner, and further agree that the harm the Owner would sustain and the actual measure of damages the Owner would incur from the breach are incapable or very difficult of ascertainment. 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 liquidated damages in the amount of \$1,000 for each such calendar day, which sum the Parties agree is a reasonable forecast of the damages the Owner will sustain per day that the Work remains uncompleted and in no way constitutes a penalty. The Owner shall have the option to deduct and withhold said amount from any monies that the Owner owes the Contractor or its sureties or to recover such amount from the Contractor or the sureties on the Contractor's bond. The Contractor has five (5) calendar days from the date of the written Notice to Proceed to mobilize on-site and begin work. Should the Contractor fail to begin work within the time allotted, the Owner shall begin assessing liquidated damages. Refer to Construction Milestone Agreement.

**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 \$1,000 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.** The section entitled "KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE" of the General Conditions is hereby replaced as follows:

Contractor shall be furnished with 6 copies of all Plans and Technical Specifications without expense to it, and shall keep one (1) copy of each constantly accessible on the Site.

**XIV.** The second paragraph of the section entitled "DEFECTS AND THEIR REMEDIES; WARRANTY PERIOD" of the General Conditions is hereby replaced as follows:

F. 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 for period of two years from date of Final Completion, unless otherwise provided in a certificate of Substantial Completion approved by the Owner. Contractor shall notify Engineer in writing 30 days in advance of the expiration of such two-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 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.

**XV.** The section entitled "SURVEYING; LINES AND GRADES" of the General Conditions is hereby replaced as follows:

**CONSTRUCTION STAKING**

A. **General:** The staking services that the Engineer will furnish and the responsibility of the Contractor respecting the uses of and maintenance of all stakes is outlined under this section. No stakes will be furnished until the right-of-way is in an acceptable condition.

One time Control Staking shall be provided by the Owner. All other Construction Staking shall be provided by and paid for by the Contractor.

All stakes will be color coded with flagging in accordance with the following schedule:

- I. Primary Control, Boundary  
Traverse Line, Building Location,

**BRAZORIA COUNTY MUNICIPAL  
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|    |                       |                |
|----|-----------------------|----------------|
|    | Block and Lot Corners | Pink           |
| 2. | Paving                | Red            |
| 3. | Clearing              | Yellow and Red |
| 4. | Drainage              | Orange         |
| 5. | Water                 | Blue           |
| 6. | Sewer                 | Yellow         |
| 7. | Soil Borings          | Blue           |

B. **Notification:** The Contractor shall notify the Engineer seven (7) days prior to start-up so as to allow the Engineer to set his control and provide stakes for construction. The Contractor shall notify the Engineer, in writing, at least forty-eight (48) hours in advance of the date when specific staking services are desired, giving the specific location and/or limiting stations. The Engineer shall be notified of any change of sequence of schedule which is established at pre-construction conferences.

A. **Control Stakes:** Stakes which constitute reference points for all construction work will be conspicuously marked with flagged tape in accordance with the code in these specifications. It will be the responsibility of the Contractor to inform his employees and his subcontractors of their importance, and the necessity for their preservation. The cost of replacing such controls, should it become necessary, shall be at the Contractor's expense, unless the removal of a control stake is required by the construction operations of the Contractor. Advance notice in writing of at least three (3) full working days shall be given to the Engineer, who will reference and remove said stake or stakes at no cost to the Contractor.

B. **Construction Stakes:** For water lines and force mains, the Engineer will furnish offset stakes showing cut to the top of pipe every fifty (50) feet on tangent lines and every fifty (50) feet on curves. Offset stakes will be provided for all fittings and valves. The stationing that will be shown on the stakes will be the actual length of the pipe to be laid.

For sanitary and storm sewers, the Engineer will furnish offset stakes showing cut to the flowline of the pipe every twenty-five (25) feet.

For roadways, the Engineer will furnish offset stakes showing cut or fill to centerline of the pavement. He will provide stakes at twenty-five (25) foot intervals on horizontal curves and twenty (20) foot intervals in vertical curves.

The Contractor shall employ competent grade setters to control flowline, top of curb elevation and top of pipe elevations from the information provided on reference stakes.

Offset stakes will be provided for manholes, clean-outs, fence corners and building corners.

- E. Checking Service: Should occasion arise where the validity of a stake is questionable, either as to its location or the offset marked thereon, or as to the elevation of cut or fill marked thereon, the Contractor shall notify the Engineer, who will check the stake or stakes in question. It shall be the Contractor's responsibility to examine the stakes before commencing operations. Any stakes found to be in error will be reset.
- G. Services and Payment: **Edminster, Hinshaw, Russ and Associates, Inc. ("EHRA") will perform the "one-time only" Construction Staking services for this project if, and only if, hired by the Contractor to perform such services. EHRA will work for the Contractor as a sub-contractor and will perform Construction Staking services (and/or post construction topographic verification and as-built location services) as outlined above, in this section. "One-time only" Construction Staking shall be provided by EHRA if, and only if hired by the Contractor at the price set forth by EHRA. No additional stakes will be furnished, except as requested in writing by the Contractor and paid for by him. This applies to all re-staking except as provided herein above. Charges for the additional staking will be deducted from next progress payment issued to Owner or Owner's representative until said payment for additional staking is received by EHRA. The Contractor is required to execute a separate contract with the EHRA Survey Department prior to services being performed. EHRA Survey Department will not perform any services until the contract has been executed by all parties. Should the Contractor choose not to hire EHRA, the Contractor will be responsible for paying EHRA a \$1,000.00 fee, for an and all required AutoCad files, prior to the release of files. This will be invoiced separately through EHRA.**

XVI. The first sentence section entitled "PROGRESS PAYMENTS" of the General Conditions is hereby replaced as follows:

On or before the 20th day of the each month, the Contractor shall submit a statement to the Engineer showing the total value of the Work completed. Upon receipt of the completed pay request package, the Engineer will, within seven (7) working days, review, revise as necessary, approve and submit the executed original request for payment (pay application) to the Developer (Owner).

XVII. The section entitled "TESTING AND INSPECTION" of the General Conditions is hereby replaced as follows:

The Engineer will arrange for all construction materials testing ("CMT") services to be performed on the project pertaining to soils and concrete, which will be performed by the outside CMT service provider and paid for by the Owner. It shall be the Contractors responsibility to notify the designated CMT service provider as to when the works are suitable for testing and to coordinate all CMT work to be done. All field tests such as hydrostatic tests for water lines and leak tests for sewer lines will be performed by the Contractor, at his expense, and witnessed by the Engineer or his representative. The number and frequency of tests to be performed shall meet or exceed that which is required by the governing authority having jurisdiction. All construction material.

- XVIII.** The section entitled "CONSTRUCTION STORMWATER DISCHARGES" of the General Conditions is hereby replaced as follows:

The Contractor will be responsible for any and all monetary fines or damages assessed by any governing agency resulting from the failure to comply with the requirements of the project Storm Water Pollution Prevention Plan. The Owner will not be responsible for any such monetary fines or damages for non-compliance of the project Storm Water Pollution Prevention Plan by the Contractor or any subcontractor.

- XIX. RECORD DRAWINGS AND POST CONSTRUCTION TOPOGRAPHIC VERIFICATION** It shall be the responsibility of the Contractor to record the as-built location (vertically and horizontally) of all structures, equipment, piping, wyes, stacks, clean-outs, manholes, inlets, fire hydrants, valves, pavement high point and pavement top of curb elevations constructed or placed under this contract, and a complete and accurate record of these "as-built" locations must be furnished to the Engineer before final payment will be approved. Stacks, wyes, and clean-outs may be referenced to the nearest downstream sewer manhole. Valve and fire hydrant locations may be referenced to the nearest street intersection. Pavement top of curb and gutter line elevations shall be taken at all high points, ER's and at each storm sewer inlet. The Contractor, at his expense, shall hire **EHRA** to perform the "as-built" survey as described above in this section. The Engineer will furnish, at no cost to the Contractor, extra copies of plans for use in recording the above information when requested by the Contractor. **The Contractor is required to execute a separate contract with the EHRA Survey Department prior to services being performed. EHRA Survey Department will not perform any services until the contract has been executed by all parties.**

- XX.** The section entitled "ESTIMATED QUANTITIES" of the General Conditions is hereby amended to include all work associated with this Contract.

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.

- XXI. CALENDAR DAY:**

A "Calendar Day" is defined as any day indicated on the calendar, for any given year, including Saturdays and Sundays. A "Calendar Day" is further defined as every day of the year, excluding the following recognized legal Holidays; New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday following, Christmas Eve and Christmas Day.

- XXII. QUALIFICATIONS OF BIDDERS**

The bidder must be capable of performing each of the various items of work bid upon. Each Bidder shall submit with the proposal a current financial statement, (to include a Balance Sheet and an Income Statement), a statement listing equipment available for the work being bid upon, a list of

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**UTILITY DISTRICT NO. 55 SPECIAL CONDITIONS OF THE AGREEMENT PART A**

prior experience which includes a minimum of three (3) jobs of similar size and cost to project being bid, constructed and completed within Brazoria County, Harris County, Montgomery County, Waller County, and/ or Fort Bend County, current projects under construction.

Contract to inform Engineer of record if there are any conflicts prior to construction

Copy

**ATTACHMENT A – PREVAILING WAGE RATE**

Copy

Document 00820

WAGE SCALE FOR ENGINEERING CONSTRUCTION

- 1.01 In accordance with the Prevailing Wage Law on Public Works (Chapter 2258 of the Texas Government Code), the public body awarding the Contract does hereby specify the following to be the general prevailing rates in the locality in which the Work is being performed.
- 1.02 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.03 The wage scale for engineering construction is to be applied to all site work greater than 5 feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.04 If Contractor believes that an additional classification for a particular craft or type of worker is necessary to perform work under the Contract, it must submit with its bid a request to the Mayor's Office of Business Opportunity ("OBO") to use an additional labor classification not listed in Exhibit "A" and specify the proposed new classification. OBO shall determine whether a proposed classification is already covered in Exhibit "A", and, if it is, specify which classification is appropriate. OBO's decision is conclusive. If OBO decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new, or additional craft or type of worker not covered by Exhibit "A". Such determination must be decided in accordance with procedures established by OBO, and in compliance with Chapter 2258 of the Texas Government Code and City of Houston, Texas Ordinance Nos. 85-2070, 2000-1114, 2001-152, 2006-91, 2006-168 and 2009-247 subject to City Council approval.

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CITY OF HOUSTON  
STANDARD DOCUMENT

WAGE SCALE  
FOR ENGINEERING CONSTRUCTION

LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES  
FOR  
ENGINEERING CONSTRUCTION  
2011

| CLASSIFICATION   | RATE    | CLASSIFICATION  | RATE    |
|--|---------|---|---------|
| Asphalt Distributor Operator   | \$14.23 | Milling Machine Operator - Fine Grade   | \$13.94 |
| Asphalt Paving Machine Operator  | \$14.42 | Mixer Operator  | \$10.33 |
| Asphalt Raker  | \$12.40 | Motor Grader Operator- Rough  | \$14.26 |
| Asphalt. Shoveler  | \$11.68 | Motor Grader Operator   | \$11.67 |
| Broom or Sweeper Operator  | \$12.71 | Oiler   | \$12.12 |
| Bulldozer Operator   | \$11.81 | Painter-Structures  | \$18.73 |
| Carpenter- Rough   | \$12.49 | Pavement Marking Machine Operator   | \$11.15 |
| Concrete Finisher- Paving  | \$11.38 | Pile Driveman.  | \$15.02 |
| Concrete Finisher- Structures  | \$10.80 | Pipe Layer  | \$12.13 |
| Concrete Paving Curbing Machine Operator                                     | \$10.00 | Reinforcing Steel Setter - Paving   | \$15.14 |
| Concrete Paving Finishing Machine Operator                                   | \$13.07 | Reinforcing Steel Setter - Structure  | \$13.87 |
| Concrete Paving Joint Sealer Operator  | \$11.00 | Roller Operator, Pneumatic - Self-propelled   | \$9.91  |
| Concrete Paving. Saw Operator  | \$13.99 | Roller Operator, Steel Wheel, Flat Wheel/Tamping  | \$10.43 |
| Concrete Paving Spreader Operator.   | \$10.44 | Roller Operator, Steel Wheel, Plant Mix Pavement  | \$11.92 |
| Concrete Rubber . . .  | \$9.00  | Scraper Operator  | \$14.72 |
| Crane Clamshell Backhoe Derrick, Dragline, Shovel Operator                   | \$12.71 | Servicer  | \$13.95 |
| Crusher and Screening Plant Operator   | \$11.29 | Sign Installer - PGM  | \$8.54  |
| Electrician * 3 Journeyman 2 Apprentice                                      | \$21.79 | Slip Form Machine Operator  | \$11.07 |
| Flagger  | \$10.31 | Spreader Box Operator   | \$13.58 |
| Form Builder/Setter- Structures  | \$10.50 | Structural Steel Worker   | \$14.39 |
| Form Liner- Paving and Curb  | \$11.75 | Tractor Operator - Crawler Type   | \$13.61 |
| Form Setter- Paving and Curb   | \$10.51 | Tractor Operator- Pneumatic   | \$10.07 |
| Foundation Drill Operator - Crawler Mounted                                  | \$17.43 | Transit Mixer Truck Driver  | \$11.00 |
| Foundation Drill Operator - Truck Mounted                                    | \$15.89 | Truck Driver, Lowboy-float  | \$16.05 |
| Front Loader Operator  | \$13.53 | Truck Driver, Single-Axle - Heavy   | \$10.65 |
| Laborer Common   | \$11.05 | Truck Driver, Single-Axle - Light   | \$10.07 |
| Laborer- Utility   | \$11.69 | Truck Driver, Tandem Axle Semi-Trailer  | \$12.24 |
| Manhole Builder  | \$9.00  | Work Zone Barricade Servicer  | \$11.85 |
| Mechanic   | \$17.63 | Welders - Receive rate prescribed for craft performing operation to which welding is incidental |         |
| * Apprentices- must be in an approved USDOL Program and cannot exceed ratios |         |   |         |

Ordinance No. 2009-247 passed March 25, 2009

00820-2  
10-11-2011

**Engineering Prevailing Wages  
Classification Definitions**

Adoption: February 1, 2011

**Asphalt Distributor Operator**

Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.

**Asphalt Paving Machine Operator**

Operates paving machine that spreads and levels asphaltic concrete on highway subgrade. Controls movement of machine, raises and lowers screed, regulates width of screed. May, oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

**Asphalt Raker**

Distributes asphaltic materials evenly over road surface by raking and brushing material to correct thickness; directs Laborers when to add or take away material to fill low spots or to reduce high spots. Performs other related duties.

**Asphalt Shoveler**

A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt moving equipment.

**Broom or Sweeper Operator**

Operates a self-propelled machine to sweep and clean roadway surfaces. May oil grease, service and make adjustments to equipment as needed. Performs other related duties.

**Bulldozer Operator**

Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil grease, or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

**Carpenter, Rough**

Works from plans to build, assemble, fit together, align, plum, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks form while concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools Performs other related duties.

**Concrete Finisher, Paving**

Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures to the final grade and contour structures to the final grade and contour with the use of straight edges and steel trowels. Operates bridge deck finishing machine. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.

**Concrete Finisher, Structures**

A worker semi-skilled in concrete finishing who assists Concrete finisher by performing specific or general duties of lesser skill and keeping Concrete Finisher supplied with materials, tools, and supplies; cleaning working area an equipment; and holding materials and tools. Performs other related duties.

**Concrete Paving Curbing Machine Operator**

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

**Concrete Paving Finishing Machine Operator**

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

**Concrete Paving Joint Sealer Operator**

Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs adjustments to equipment as needed. Performs other related duties.

**Concrete Paving Saw Operator**

Operates a water-cooled power saw with either or an abrasive blade to saw expansion and contraction joints in concrete paving. May also be used to saw asphaltic pavements. May oil grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Concrete Paving Spreader Operator**

Operates self - propelled machine(s) which may or may not travel on concrete paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease or otherwise service and make adjustments to equipment as necessary. Performs other related duties.

**Concrete Rubber**

Finishes the exposed surface of concrete masonry after the forms have been removed by patching holes and broken corners with fresh concrete, rubbing surface with abrasive stone to remove rough spots, and removing high spots and defective concrete with hand chisel and hammer or pneumatic chisel and powered abrasive stone. Performs other related duties.

**Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator**

A worker who operates a lattice boom type crane can hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Crusher and Screed Plant Operator**

Operates a crusher or screening plant through which rock is run to break it into crushed stone for construction or to control flow of materials not needed. May include minor repairs and may service and make necessary adjustments to equipment as needed. Performs other related duties.

**Electrician \*3 Journeyman 2 Apprentice**

Plans and directs the layout of metal electrical conduit, installs wiring systems, switch-panels, buss bars, works on overhead distribution systems and underground distribution systems. Performs other related duties.

**Flagger**

A worker who directs traffic in or around a construction site. May use signs or devices to direct traffic. May help assemble, position and clean devices or equipment used to direct traffic. Must be able to effectively communicate with the public. May require certain level of training by TXDOT specifications. Performs other related duties.

**Form Builder/Setter, Structures**

Fits together, aligns and sets to grade metal and wooden forms for placement of concrete. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties.

**Form Liner, Paving & Curb**

Fits together, panels align and sets to grade metal and wooden forms for placement of concrete. Works with survey crew to set stringline for panels or moles. Performs other related duties.

**Form Setter, Paving & Curb**

Fits together, align and set to grade metal and wooden forms for placement of concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter curb. Performs other related duties.

**Foundation Drill Operator, Crawler Mounted**

Operates a hole-drilling machine that is crawler mounted. May include geotechnical operations such as soils nails, rock nails, tiebacks, anchors and jet grouting. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Foundation Drill Operator, Truck Mounted**

Operates a hole drilling machine that is mounted on the rear of a rubber tired vehicle or truck. May include soils nails, rock nails, tiebacks, anchors and jet grouting. Drive truck from location to location or may have laborer who drives truck. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Front End Loader Operator**

Operates a rubber tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Laborer, Common**

A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt moving equipment.

**Laborer, Utility**

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operate and maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators. Directs truck drivers and scraper operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. His performance of a wide variety of construction jobs distinguishes him from a helper assigned to a specific craft. Installs and maintains erosion control. Is more or less a general utility construction worker. May be second step in learning a skill, and may later become a helper in a specific classification. Performs other related duties.

**Manhole Builder**

Constructs a means of permanent access to water and sewer lines for maintenance purposes. This work consists of laying brick or concrete slab at bottom of ditch up to an approximate grade line near the surface of the ground. Brick or block is normally laid to form a nearly circular manhole. Brick or block is laid in by eyesight and is normally to a plumb line. Chipped or culled brick can be used quite often is. No effort may be made to keep mortar off the face of the brick and joints are not pointed. May apply coating of concrete to interior and exterior surface. Performs other related duties.

**Mechanic**

Assembles, set up, adjusts and maintains and repairs all types of construction equipment and trucks. He may perform the duties of a welder in repair of equipment. Performs other related duties.

**Milling Machine Operator, Fine Grade**

Operates a power-driven milling machine that planes material of the to roadbed and discharges the material into a hauling unit or a windrow. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Mixer Operator**

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operate and maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators. Directs truck drivers and scraper operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. His performance of a wide variety of construction jobs distinguishes him from a helper assigned to a specific craft. Installs and maintains erosion control. Is more or less a general utility construction worker. May be second step in learning a skill, and may later become a helper in a specific classification. Performs other related duties.

**Motor Grader Operator, Rough**

Operates a motor grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Motor Grader Operator**

Operates a motor grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Oiler**

A learner or semi-skilled worker who under the direction of the watch engineer May oil and grease or otherwise service all engines and necessary equipment as needed. He may clean and paint engine room as needed. Performs other related duties.

**Painter, Structures**

Paints and stains structural steel and concrete surfaces of bridges, retaining walls, or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.

**Pavement Marking Machine Operator**

Operates machine used in laying paint stripes or markers on all types of paving. Loads machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Piledriverman**

Sets in place, aligns, plumbs directs driving of timber, concrete, steel, pipe and any other type of piling. Sets, drives and pulls steel, concrete and other types of sheet piling. Rigs pile and leads and bracing. Signals operator. Splices piles before and after driving. Directs pile cutoff. May direct jetting or drilling equipment in connection with installing piles to grade. Performs other related duties.

**Pipelayer**

Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, make threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

**Reinforcing Steel Setter, Paving**

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

**Reinforcing Steel Setter, Structure**

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

**Roller Operator, Pneumatic, Self-Propelled**

Operates a self-propelled machine with either steel wheels pneumatic tires, which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Roller Operator, Steel Wheel, Flat Wheel/Tamping**

Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact earth fills, subgrade, flexible base and all other types of materials except bituminous. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Roller Operator, Steel Wheel, Plant Mix Pavement**

Operates a self-propelled machine with either steel wheels pneumatic tires, which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Scraper Operator**

Operates a self-contained wheeled tractor scraper both self loading or assisted by crawler tractors or other scrapers. Used to excavate and transport earth or other materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Servicer**

Drives a truck, which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to the manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service preventive maintenance records. May have laborer assisting him. May require CDL if driving truck on public highways. Performs other related duties.

**Sign Installer (PGM)**

Sets forms, reinforcing steel, anchor bolts and pours concrete for Sign foundations. Fabricates and erects pipe and angle Frameworks by bolting, welding or other means prior to installation of signs that are normally prefabricated. Works from plans in location and drilling holes for proper location and alignment of signs. May direct hoisting of signs into place. Fastens signs to framework by bolting and other means. Locates and sets lighting brackets. May perform other work associated with signing projects. Supervises sign erector helper. Performs other related duties.

**Slip Form Machine Operator**

Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs adjustments to equipment as needed. Performs other related duties.

**Spreader Box operator**

Operates spreader box by adjusting hopper and strike off blade so that the gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease or other wise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Structural Steel Worker**

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker (helper) or common or utility laborers. May install miscellaneous materials integral to concrete structure or paving. May work with power tools. Performs other related duties.

**Tractor operator, Crawler Type**

Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil grease, or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

**Tractor Operator, Pneumatic**

Operates a gasoline or diesel powered agricultural tractor that tows compaction rollers, plow, disc, water tanks, scrapers and other similar operations. May use other miscellaneous attachments. May oil. Grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

**Traveling Mixer Operator**

Drives a gasoline or diesel truck upon which is mounted a concrete mixer. Operates concrete mixer and dumps concrete on the grade, into forms or into concrete pumps or buckets. Cleans mixer drum. May require CDL license for on highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

**Truck driver, lowboy-Float**

Drives a heavy-duty diesel powered truck to which is attached a trailer upon which heavy equipment is hauled. Driver is often required to operate heavy equipment to load or unload the lowboy. May require CDL license for on highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

**Truck driver, Single Axle, Heavy**

Drive a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached, such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May services and make necessary adjustments for proper operation equipment. Performs other related duties.

**Truck driver, Single Axle-Light**

Drive a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached, such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May services and make necessary adjustments for proper operation equipment. Performs other related duties.

**Truck Driver, Tandem Axle, Semi-Trailer**

Drives a diesel-powered tractor pulling a semi trailer hauling materials. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

**Work Zone Barricade Servicer**

Fabricates, erects and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards. May operates a truck during traffic control operations.

**WELDERS** - Receives rate for craft being performed to which welding is incidental.

**BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55 SPECIAL CONDITIONS OF THE AGREEMENT PART B**

**SPECIAL CONDITIONS OF THE AGREEMENT  
PART B**

1. Name and Location of Project.

Work covered by these Technical Specifications is entitled "Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Commercial, Section Sixty Eight for Brazoria County Municipal Utility District No. 55, 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:

- (1) Install and adjust waterlines, valves, valve boxes, flushing valves, fittings, and appurtenances;
- (2) Construct and adjust sanitary sewer, manholes and appurtenances;
- (3) Repair existing pavement affected;
- (4) Furnish and install all subsidiary items as necessary to complete the project;
- (5) Perform testing as specified on installed lines; and
- (6) Clean-up project area upon completion.

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."

**BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55 SPECIAL CONDITIONS OF THE AGREEMENT PART B**

- 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.
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.

**Sheet No.**

**Title**

**BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55 SPECIAL CONDITIONS OF THE AGREEMENT PART B**

Sheet No.

Title

See

| Sheet List Table |  |
|------------------|--|
| Sheet Number     | Sheet Title  |
|                  | GENERAL  |
| 1                | COVER SHEET  |
| 2                | GENERAL NOTES  |
|                  | LAYOUTS  |
| 3                | PAVING, SIGNAGE AND DRAINAGE AREA MAP                            |
| 4                | DRAINAGE CALCULATIONS  |
| 5                | WATER DISTRIBUTION AND WASTE WATER COLLECTION SYSTEM             |
| 6                | STORM WATER POLLUTION PREVENTION PLAN                            |
| 7                | GRADING PLAN   |
| 8                | TRAFFIC CONTROL PHASING 1 & 2 PLAN                               |
| 9                | TRAFFIC CONTROL PHASING 3 & 4 PLAN                               |
|                  | PLAN AND PROFILES  |
| 10               | SABER POWER LANE STA 0+00 TO 9+60                                |
| 11               | SABER POWER LANE STA 9+60 TO END                                 |
| 12               | ACCESS ROAD, SANITARY SEWER LATERAL "A" & STORM SEWER<br>OUTFALL |
| 13               | STORM SEWER LATERALS "A", "B", AND "C"                           |
|                  | DETAILS  |
| 14               | PAVING DETAILS (SHEET 1 OF 4)                                    |
| 15               | PAVING DETAILS (SHEET 2 OF 4)                                    |
| 16               | PAVING DETAILS (SHEET 3 OF 4)                                    |
| 17               | PAVING DETAILS (SHEET 4 OF 4)                                    |
| 18               | WATER DETAILS (SHEET 1 OF 2)                                     |
| 19               | WATER DETAILS (SHEET 2 OF 2)                                     |
| 20               | SANITARY SEWER DETAILS (SHEET 1 OF 3)                            |
| 21               | SANITARY SEWER DETAILS (SHEET 2 OF 3)                            |
| 22               | SANITARY SEWER DETAILS (SHEET 3 OF 3)                            |
| 23               | STORM SEWER DETAILS (SHEET 1 OF 5)                               |
| 24               | STORM SEWER DETAILS (SHEET 2 OF 5)                               |
| 25               | STORM SEWER DETAILS (SHEET 3 OF 5)                               |
| 26               | STORM SEWER DETAILS (SHEET 4 OF 5)                               |
| 27               | STORM SEWER DETAILS (SHEET 5 OF 5)                               |
| 28               | STORM WATER POLLUTION PREVENTION DETAILS                         |

ORDINANCE NO. 2012-14

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,  
ESTABLISHING A FEE SCHEDULE; SUPERSEDING PRIOR FEE  
SCHEDULES; PRESERVING OTHER OR DIFFERENT FEES; AND  
PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

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 and approval.

PASSED AND APPROVED this 26 day of August, 2012.

CITY OF IOWA COLONY

By: Robert C. Wall  
Robert C. Wall, Mayor

ATTEST:

Geraldine K. Frank  
Geraldine K. Frank, City Secretary



## City of Iowa Colony FEE SCHEDULE

Adopted July 20, 2009

Revised June 18, 2012

### ZONING

|   |  |
|---|--|
| OCCUPANCY PERMITS, NON RESIDENTIAL                        |  |
| NEW CONSTRUCTION  | \$100.00                                   |
| REMODEL / ALTERATIONS                                     | 50.00                                      |
| CHANGE OF USE / TENANCY                                   | 75.00                                      |
| TEMPORARY BUSINESS PERMITS                                | 50.00                                      |
| INTERPRETATION FROM ZONING OFFICIAL                       | 50.00                                      |
| RE-ZONING (See Form A for Zoning Amendment Application)   |  |
| \$1000.00 MINIMUM, UP TO (1) ONE ACRE                     |  |
| \$2000.00 FOR ALL REQUESTS OVER 1 ACRE                    |  |
| SPECIFIC USE PERMIT (See Form B for SUP Application form) | 1000.00                                    |
| PLANNED UNIT DEVELOPMENT                                  | ACTUAL COSTS WITH INITIAL \$10,000 DEPOSIT |
|   | (See Special District Policy)              |
| APPEAL TO THE ZONING BOARD OF ADJUSTMENTS                 | 1000.00                                    |

### CITY PLANNING

|   |                        |
|---|------------------------|
| PRELIMINARY PLATS                                   |                        |
| SUBDIVISIONS WITHOUT ROADS / IMPROVEMENTS           | 350.00                 |
| SUBDIVISIONS WITH ROADS, STREETS, OR PUBLIC SYSTEMS |                        |
| MINOR SUBDIVISION (FOUR OR FEWER LOTS)              | 420.00                 |
| MAJOR SUBDIVISION (FIVE OR MORE LOTS)               | 350.00 PLUS \$10 / LOT |

### FINAL PLATS

SUBDIVISIONS WITHOUT ROADS / IMPROVEMENTS

|  |   |
|--|---|
| MINOR SUBDIVISIONS (FOUR OR FEWER LOTS)  | 500.00  |
| MAJOR SUBDIVISIONS (FIVE OR MORE LOTS)   | 500.00 PLUS \$25 / LOT                                      |
| SUBDIVISIONS WITH ROADS, STREETS, OR PUBLIC SYSTEMS  |   |
| MINOR SUBDIVISIONS (FOUR OR FEWER LOTS)  | 750.00  |
| MAJOR SUBDIVISIONS (FIVE OR MORE LOTS)   | 750.00 PLUS \$20 / LOT                                      |
| PLAT AMENDMENTS  |   |
| VACATING PRECEDING PLAT  | 350.00  |
| WITHOUT VACATING PRECEDING PLAT  | 500.00  |
| ABBREVIATED PLAT FEE (WHEN ALLOWED)  |   |
| SUM OF PRELIMINARY PLAT AND FINAL PLAT FEE   |   |
| RECORDING FEES   | ACTUAL COST PLUS 50.00                                      |
| RE-CHECK FEE (beginning with 2 <sup>nd</sup> recheck)  | 350.00  |
| PRE- DEVELOPMENT CONSULTATIONS/REVIEWS   |   |
| LESS THAN TWO ACRES  | 500.00  |
| TWO TO TEN ACRES   | 1000.00   |
| MORE THAN TEN ACRES  | \$1000.00 PLUS \$50/ACRE<br>\$5000.00 MAXIMUM OVER 10 ACRES |
| USE OF SPECIAL DISTRICTS   | SEE SPECIAL DISTRICT POLICY                                 |
| ENGINEERING  |   |
| PLAN REVIEW, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC.  | \$600.00 BASE PLUS \$60.00 PER DOCUMENT PAGE                |
| RE-CHECK FEE (beginning with 2 <sup>nd</sup> recheck)  | 350.00  |
| CIVIL SITE PERMIT FOR IMPROVEMENTS, STREETS, UTILITIES, PUBLIC SYSTEMS, ETC.<br>(includes inspections during construction phase) |   |
| \$1,000.00 FLAT FEE FOR PROJECTS UP TO AND INCLUDING \$100,000.00  |   |
| OVER \$100,000.00- \$1,000.00 PLUS \$8.00 for each thousand FOR EACH THOUSAND OVER \$100,000.00                                  |   |
| (Payment due prior to civil site work beginning)   |   |
| PUBLIC WORKS   |   |
| CULVERT PER CROSSING (Add \$50 for each additional crossing)   | 150.00  |
| BUILDING DEPARTMENT  |   |
| CONSTRUCTION PERMITS RESIDENTIAL AND COMMERCIAL  |   |
| MINIMUM PERMIT FEE   | 50.00   |
| PERMIT APPLICATION FEE (VALUES GREATER THAN \$8,000)   |   |
| SEE SCHEDULE C FOR FEES OVER 8,000.00  |   |
| RESIDENTIAL CONSTRUCTION VALUE   |   |
| MINIMUM \$63.04 PER SQUARE FOOT, \$33.04 FOR DETACHED GARAGES OR NATIONALLY RECOGNIZED COST ESTIMATING BOOK                      |   |
| BUILDING PLAN REVIEW FEE (Over 200 sq.ft.)   | ½ OF THE BUILDING PERMIT FEE                                |
| City of Iowa Colony  | Adopted 7-20-09   |
| Official Fee Schedule  | Revised 6-18-12   |

| MANUFACTURED AND MODULE HOMES  | BASED ON VALUE OF HOME |
|--|------------------------|
| PLUMBING PERMITS   | SEE FORM D             |
| ELECTRICAL PERMITS   | SEE FORM E             |
| MECHANICAL PERMITS   | SEE FORM F             |
| RENEWAL BUILDING PERMITS   |                        |
| RESIDENTIAL  | 150.00                 |
| COMMERCIAL   | 300.00                 |
| HOMEOWNERS POND PERMITS  | 50.00                  |
| SIGN PERMITS (One time fee)  | 50.00                  |
| SWIMMING POOL PERMIT   |                        |
| FEE WILL BE BASED ON THE VALUE OF THE POOL.  |                        |
| ELECTRICAL AND PLUMBING PERMITS SEE SCHEDULES D, E, AND F AS APPROPRIATE.            |                        |
| DEMOLITION PERMITS   | 50.00                  |
| SALES/CONSTRUCTION TRAILER/BUILDING PERMITS  | 150.00                 |
| STRUCTURE MOVING FEE   | 50.00                  |
| PEDDLERS/SOLICITOR'S PERMIT (See Form G for application form)                        | 50.00                  |
| DIRT WORK PERMIT (See Form H for application form)                                   |                        |
| PROPERTY LOCATED IN A FLOODPLAIN   | 500.00                 |
| PROPERTY OUTSIDE THE FLOODPLAIN OVER 5 LOADS   | 250.00                 |
| DRIVEWAY PERMITS AND INSPECTION FEE  |                        |
| FOR COMMERCIAL PROPERTY FRONTING A STATE MAINTAINED ROAD (Highway 6 and Highway 288) | 500.00                 |
| FOR RESIDENTIAL (add \$50 for each additional driveway)                              | 150.00                 |
| RE-INSPECTION FEE (PAYABLE IN ADVANCE)   |                        |
| RESIDENTIAL  | 50.00                  |
| COMMERCIAL   | 100.00                 |
| COMMERCIAL VEHICLE PERMITS (See Form I)  | 50.00                  |
| OIL AND GAS DRILLING PERMIT  | 500.00                 |
| PIPELINE PERMIT (Annual registration fee)  | 100.00                 |
| ALL PERMITS EXPIRE AT 180 DAYS UNLESS NOTED OTHERWISE                                |                        |
| PERMITS FEES DOUBLED IF WORK BEGINS PRIOR TO ISSUANCE                                |                        |

# City of Iowa Colony

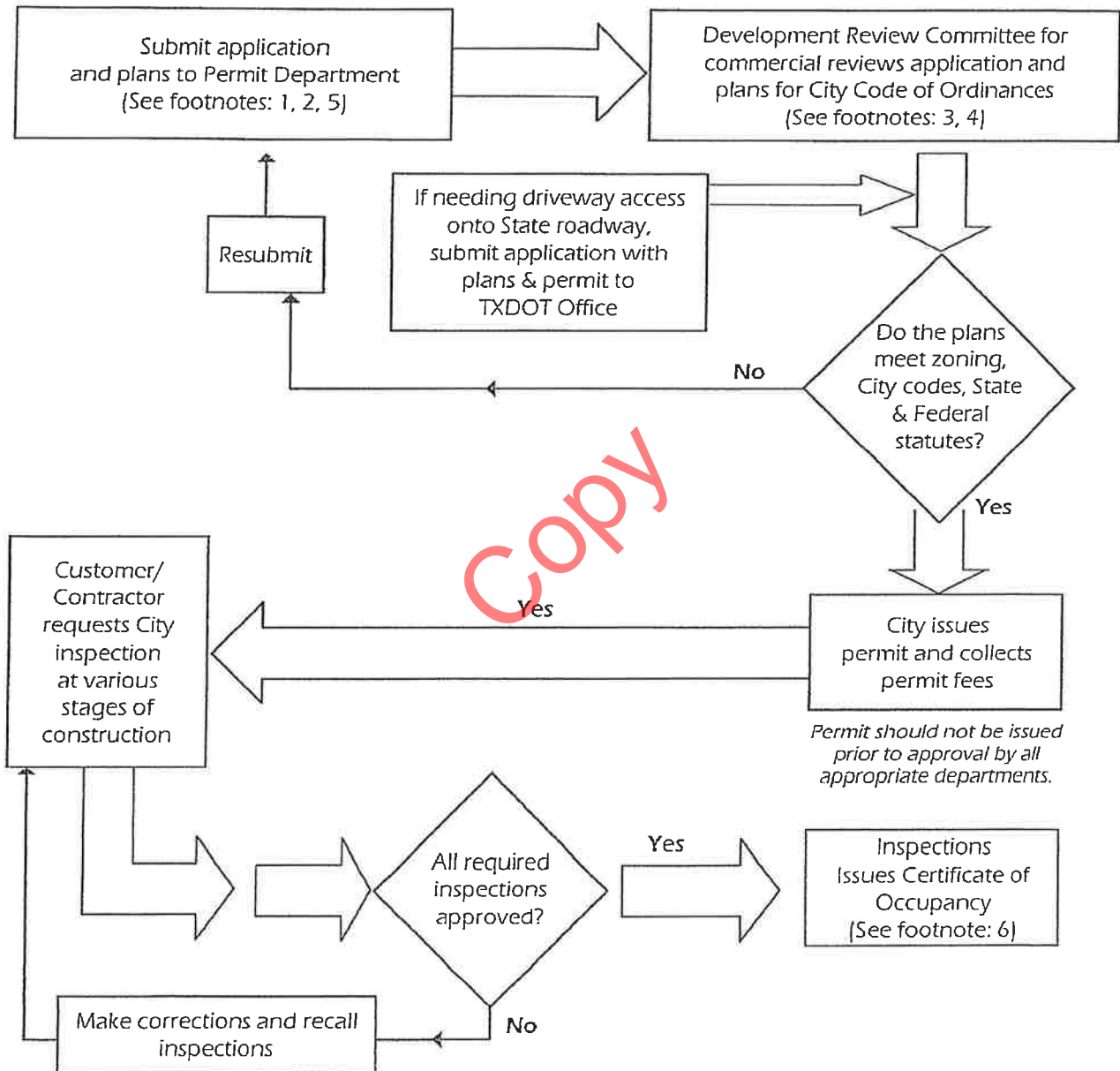
"Where We Make It Happen"

## Site Design & Building Permit Process

Building Inspection Department

12003 CR 65, Iowa Colony, Texas 77583

Phone: 281.369.2471 Fax: 281.369.0005



1. Minimum plan requirements: Submit Residential or Commercial Building Permit Checklist to Development Review Committee.
2. Number of sets of plans for submission: 4 for commercial; 3 for residential.
3. Plan distribution for commercial: Development Review Committee consisting of Engineering, Planning/Inspection, Fire, Health, Utilities, and Customer. (Fire/Health approval by County)
4. Plan distribution for residential: Review by Engineering, Planning and Building.
5. Customer is responsible to comply with any deed restrictions.
6. Building cannot be occupied until Certificate of Occupancy is issued.

# City of Iowa Colony

"Where We Make It Happen"

## Residential Building Permit Application Checklist

Building Inspection Department

12003 CR 65, Iowa Colony, Texas 77583

Phone: 281.369.2471 Fax: 281.369.0005

Application **MUST** include the following:

- \_\_\_\_\_ This checklist must be signed and turned in at time of application
- \_\_\_\_\_ Residential Building Permit Application (Form J)
- \_\_\_\_\_ Septic and Water Well Permit (if applicable) – include location on site plan
- \_\_\_\_\_ Three (3) sets of Building Drawings (All Drawings must be to Scale)
  - Framing Details
  - Wall Section Details
  - Foundation Plan
  - (Engineered Sealed)
  - Floor Plan
  - Electrical Detail -NEC 2008 (Min 12 GA.)
  - Mechanical Detail (HVAC)
  - Plumbing Detail
  - Materials Description
  - Energy Design
- \_\_\_\_\_ Evidence of Compliance with Applicable Building Codes (Fire, Electrical, Plumbing, Etc.) (Ordinance 2009-15)
- \_\_\_\_\_ Evidence of Windstorm Compliance per IRC R 301.2.1.1
- \_\_\_\_\_ Site and Plot Plan - may be combined and must show all utilities including sanitary sewer (including septic), water (including well), fire systems, drainage, and grading plan. Site and/or Plot Plan must reflect location of proposed construction relative to current Flood Insurance Rate Maps (FIRM).
- \_\_\_\_\_ Fill or Change of Drainage Permit Application (Ordinance 2012-09) Form K Required (Approved subdivisions are exempt from this requirement)
- \_\_\_\_\_ Site Elevations (Existing and Proposed)
- \_\_\_\_\_ Form Survey (required at time of foundation inspection, after forms are in place and before slab is poured; form survey must include registered surveyor seal, signature, date and elevation)
- \_\_\_\_\_ If property is located in a flood hazard area, Elevation Certificates completed by a Registered Surveyor must be submitted (i) PRIOR to placement of form (ii) PRIOR to placement of concrete and (iii) FINAL as built Elevation Certificate must be provided PRIOR to a cover inspection.
- \_\_\_\_\_ Driveway/Culvert Permit application (Form H)

**\*\* DO NOT REMOVE GREEN OR RED STICKERS BEFORE FINAL  
OCCUPANCY INSPECTION\*\***

**\*\* DO NOT COVER UP WORK BEFORE INSPECTIONS ARE DONE \*\***

Signature \_\_\_\_\_

Date \_\_\_\_\_

# City of Iowa Colony

"Where We Make It Happen"

## Commercial Building Permit Application Checklist

Building Inspection Department

12003 CR 65, Iowa Colony, Texas 77583

Phone: 281.369.2471 Fax: 281.369.0005

Application **MUST** include the following:

\_\_\_\_\_ This checklist must be signed and turned in at time of application

\_\_\_\_\_ Commercial Building Permit Application (Form J)

\_\_\_\_\_ Septic and Water Well Permit (if applicable) -- include location on site plan

\_\_\_\_\_ Four (4) sets of Building Drawings (All Drawings must be to Scale)

Framing Details

Wall Section Details

Foundation Plan

(Engineered Sealed)

Floor Plan

Health Department Approval

Electrical Detail -NEC 2008 (Min 12 GA.)

Mechanical Detail (HVAC)

Plumbing Detail

Materials Description

Energy Design

Fire Marshall Approval

\_\_\_\_\_ Evidence of Compliance with 2006IECC (International Energy Conservation Code)

\_\_\_\_\_ Evidence of Windstorm Compliance per IRC R 301.2.1.1

\_\_\_\_\_ Site and Plot Plan - may be combined and must show all utilities, sewer (including septic), water (including well), fire hydrants, manholes, etc, and drainage, and grading plan. Site and/or Plot Plan must reflect location of proposed construction relative to current Flood Insurance Rate Maps

\_\_\_\_\_ Fill or Change of Drainage Permit Application (per Dirt Ordinance) Form K (per City Ordinance) Required

\_\_\_\_\_ Site Elevations (Existing and Proposed)

\_\_\_\_\_ Form Survey (required at time of foundation inspection, after forms are in place and before slab is poured; form survey must include registered surveyor seal, signature, date and elevation)

\_\_\_\_\_ If property is located in a flood hazard area, Elevation Certificates completed by a Registered Surveyor must be submitted PRIOR to placing concrete and an as built Elevation Certificate must be provided PRIOR to a cover inspection.

\_\_\_\_\_ Driveway/Culvert Permit application (Form H)

**\*\* DO NOT REMOVE GREEN OR RED STICKERS BEFORE FINAL  
OCCUPANCY INSPECTION\*\***

**\*\* DO NOT COVER UP WORK BEFORE INSPECTIONS ARE DONE \*\***

Signature \_\_\_\_\_

Date \_\_\_\_\_

# City of Iowa Colony

"Where We Make It Happen"

## Residential Fill or Change in Drainage Permit Application

Building Inspection Department  
12003 CR 65, Iowa Colony, Texas 77583  
Phone: 281.369.2471 Fax: 281.369.0005

### OWNER INFORMATION:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Street or PO Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### CONTRACTOR INFORMATION:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Street or PO Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### PROJECT INFORMATION:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Physical Address \_\_\_\_\_  
Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Section: \_\_\_\_\_  
Abstract No.: \_\_\_\_\_ Acreage: \_\_\_\_\_ Other: \_\_\_\_\_  
Type of Work: Filling \_\_\_\_\_ Grading \_\_\_\_\_ Change in Drainage: \_\_\_\_\_  
Quantity of Fill: \_\_\_\_\_ cubic yards  
Is any part of Tract in 100-year Floodplain? Yes \_\_\_\_\_ No \_\_\_\_\_ Bases Flood Elevation (BFE): \_\_\_\_\_  
If Yes, check one: Zone ☒ X \_\_\_\_\_ AE \_\_\_\_\_ AO \_\_\_\_\_ AO3 \_\_\_\_\_  
Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Per City of Iowa Colony Ordinance No. 2012-15 before any Fill (greater than One Load) is placed or Change in Drainage is initiated, the following information must be submitted, along with this completed application and applicable fee, to the City Floodplain Administrator for review:

#### General requirements:

1. Plan showing elevations on the subject property and adjacent property before and after the proposed change;
2. The drainage effect of the proposed change;
3. Overall layout of lots or parcels;
4. Any defined contours, waterways on or adjacent to the site.

#### Additional requirement if located within the floodplain:

1. Drainage area map showing on-site and off-site areas draining across or adjacent to the site with preliminary calculations of flows;
2. 0.5' Contours;
3. Boundaries of any Flood Zones or Floodways as determined by the applicable FEMA Flood Insurance Rate Map (FIRM). Clearly indicate Base Flood Elevations (BFE);
4. Proposed drainage improvements including detention areas and depths with preliminary calculations;
5. Proposed drainage and maintenance easements;
6. Any other information concerning such action reasonably requested by the City Floodplain Administrator.

#### Exceptions:

1. This ordinance shall not apply to Fill or Changes in Drainage conducted by the United States of America, the State of Texas, the County of Brazoria, or any other governmental entity, in their respective rights of way.
2. Incidental Dirt Work (one load or less outside the floodplain) shall not require a permit. In no instance shall Incidental Dirt Work adversely affect the drainage of adjacent property.

#### For City Use Only:

Approved By: \_\_\_\_\_ Permit Fee: \_\_\_\_\_ Date of Permit: \_\_\_\_\_ Permit No.: \_\_\_\_\_

**This Permit Expires 180 Days from Date of Permit Issuance**

FORM \_\_\_\_\_

Revised August 2, 2012

# City of Iowa Colony

"Where We Make It Happen"

## Civil Site Work Permit Application

Building Inspection Department  
12003 CR 65, Iowa Colony, Texas 77583  
Phone: 281.369.2471 Fax: 281.369.0005

### Ownership Information:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Street or Box \_\_\_\_\_ City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Contractor Information:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Street or Box \_\_\_\_\_ City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Location of Construction:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_ Section \_\_\_\_\_  
Abstract No. \_\_\_\_\_ Acreage \_\_\_\_\_ Other \_\_\_\_\_  
Site Address \_\_\_\_\_

Proposed Use: \_\_\_\_\_ Multi-family \_\_\_\_\_ Commercial \_\_\_\_\_ Subdivision \_\_\_\_\_ Driveway \_\_\_\_\_  
\_\_\_\_\_ Parking Lot \_\_\_\_\_ Other \_\_\_\_\_

Ownership: \_\_\_\_\_ Private (Individual, Corp. non-profit) \_\_\_\_\_ Public (Federal, State, etc.)

Estimated Construction Cost: \_\_\_\_\_

Type of Sewage Disposal (circle one): \_\_\_\_\_ Public/Private Company \_\_\_\_\_ Individual (Septic, Tank, etc.)

Copy of Env. Health permit attached (circle one): \_\_\_\_\_ Yes or No \_\_\_\_\_

Type of Water Supply (circle one): \_\_\_\_\_ Public/Private Company \_\_\_\_\_ Individual (Water Well)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

Per City of Iowa Colony Dirt Ordinance, before any Fill (greater than One Load) is placed or Change in Drainage is initiated, the following information must be submitted, along with this completed application and applicable fee, to the City Floodplain Administrator for review. Construction plans shall be designed in accordance with the City of Iowa Colony Engineering Design Criteria Manual (latest edition).

This Permit Expires 180 Days from Date of Issue

DO NOT WRITE BELOW THIS SPACE:

Approved by: \_\_\_\_\_ Permit Fee \$ \_\_\_\_\_

Date of Permit: \_\_\_\_\_ Permit No. \_\_\_\_\_

# City of Iowa Colony

"Where We Make It Happen"

## Driveway/Culvert Permit Application

Building Inspection Department

12003 CR 65, Iowa Colony, Texas 77583

Phone: 281.369.2471 Fax 281.369.0005

(Must be posted at site)

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

Address: \_\_\_\_\_

Owner: \_\_\_\_\_

Phone: \_\_\_\_\_

Notes to permittee: (See Attached detail drawings)

- Owner shall submit site plan showing location of driveway with permit application
- Material requirements: Only concrete reinforced culverts are allowed; Owner responsible for supplying proper bedding and backfill material at time of installation
- Driveway widths shall be between \_\_\_' and \_\_\_' for residential; between \_\_\_' and \_\_\_' for commercial
- Use stakes to show desired location of culverts
- Owner will be notified when city approves culvert size for owner purchase of culverts
- New driveways must be paved between the street and the property line with either asphalt or concrete (Ag use exempt)
- Inspections will be performed after culvert is set and after paving is completed
- For culverts along a State maintained road (Hwy. 6, Hwy. 288) contact the State of Texas Department of Transportation.

### Residential

Fee:

Basic Fee for one crossing \$150  
Additional crossings \_\_\_\_\_ X \$50 each = \$ \_\_\_\_\_  
Total Fee \$ \_\_\_\_\_

### Commercial

Fee:

Basic Fee for one crossing \$500  
Additional crossings \_\_\_\_\_ X \$150 each \$ \_\_\_\_\_  
Total Fee \$ \_\_\_\_\_

Submit to Iowa Colony City Hall

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Note: Permit expires 180 days after issuance if project not completed**

### For City Use Only

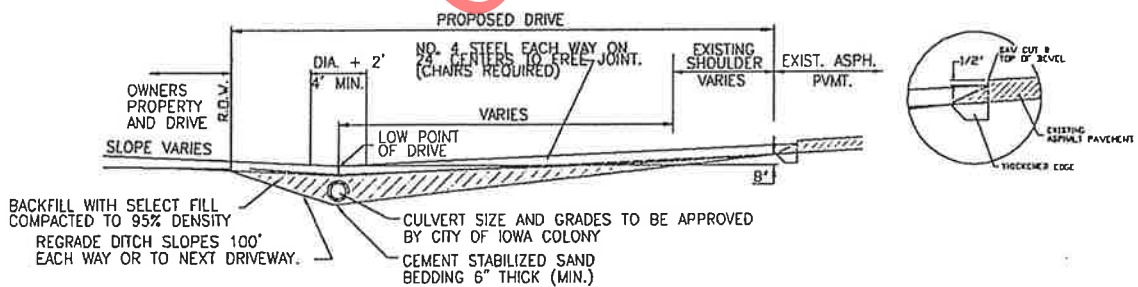
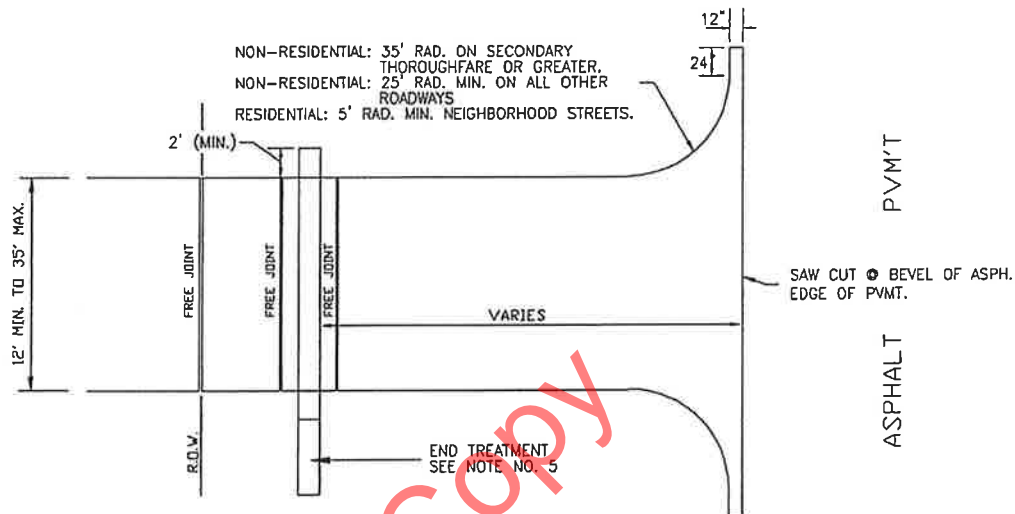
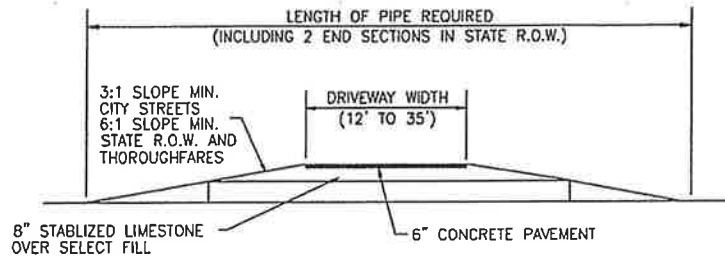
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|--------------------------------------|---|---------------|-------|
| Location identified                  | _____                                     | Approved/Date | _____ |
| Required culvert size                | _____                                     | Approved/Date | _____ |
| Culvert length                       | _____                                     | Approved/Date | _____ |
| Required grade identified            | _____                                     | Approved/Date | _____ |
| Entryway paving material             | Exempt _____ Asphalt _____ Concrete _____ | Approved/Date | _____ |
| Post culvert installation inspection | _____                                     | Approved/Date | _____ |
| Final inspection                     | _____                                     | Approved/Date | _____ |

Form H

12003 CR 65, Iowa Colony, Texas 77583

281-369-2471

Revised July 2012



• NOTES:

- 1) DRIVEWAYS WITHIN R.O.W. MUST CONSIST OF 8" STABILIZED BASE WITH CONCRETE PAVEMENT. (OPEN DITCH SECTION)
- 2) ALL DRIVEWAYS IN STATE R.O.W. REQUIRE TxDOT TRAFFIC CONTROL PLAN PRIOR TO BEGINNING CONSTRUCTION.
- 3) SAW CUT AT BEVEL OF ASPHALT (NO FURTHER THAN LANE EDGE STRIPE).
- 4) STABILIZED SAND TO BE DIAMETER PLUS 2' AND 2" ABOVE TOP BELL ON PIPE.
- 5) SPECIAL END TREATMENTS ARE REQUIRED ON ALL CULVERTS IN THOROUGHFARES.



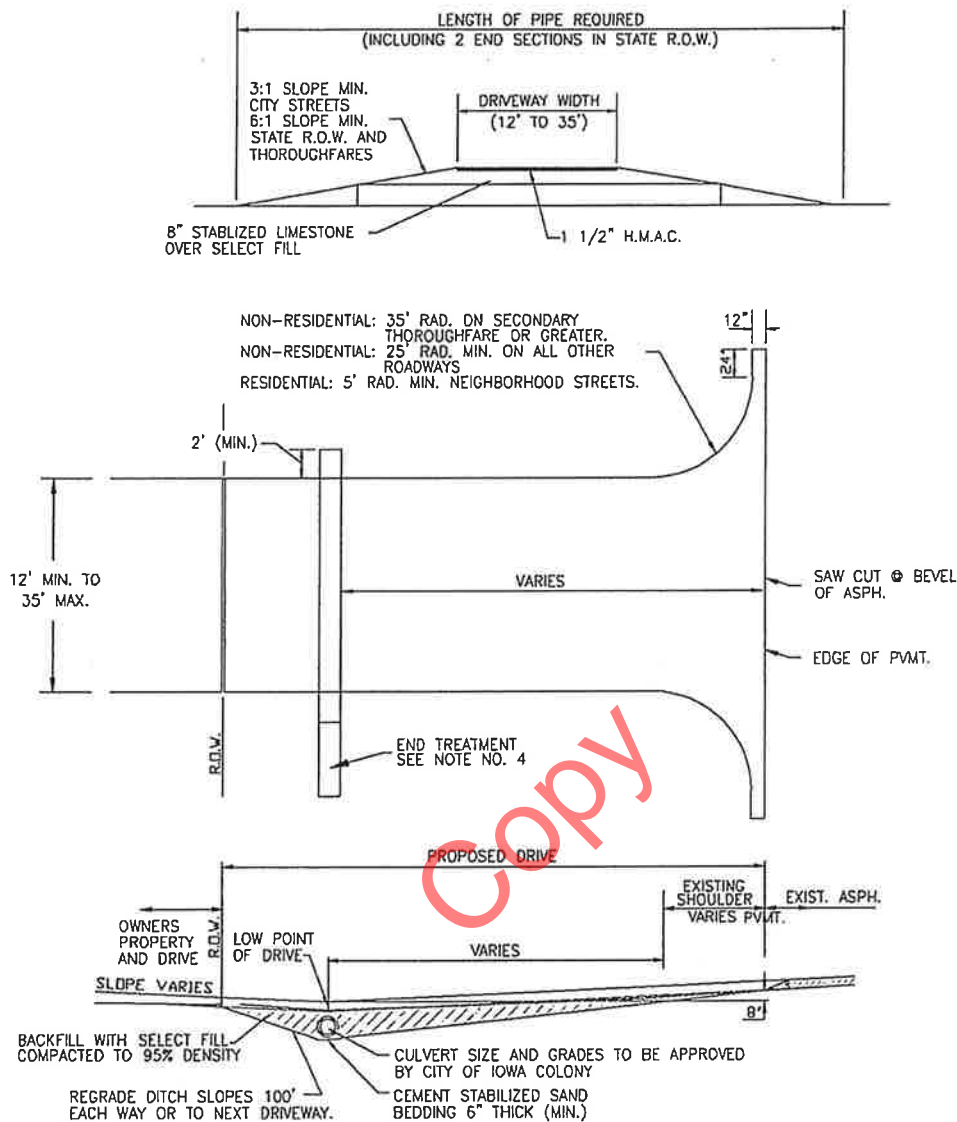
## CONCRETE DRIVEWAY TO ASPHALT STREET

CITY OF IOWA COLONY, TEXAS

REVISED: 8/10/12

BY: DVH

SCALE: N.T.S.



• NOTES:

- 1) DRIVEWAYS WITHIN R.O.W. MUST CONSIST OF 8" STABILIZED BASE WITH 2" ASPHALTIC CONCRETE PAVEMENT. (OPEN DITCH SECTION)
- 2) ALL DRIVEWAYS IN STATE R.O.W. REQUIRE TXDOT TRAFFIC CONTROL PLAN PRIOR TO BEGINNING CONSTRUCTION.
- 3) SAW CUT AT BEVEL OF ASPHALT (NO FURTHER THAN LANE EDGE STRIPE).
- 4) STABILIZED SAND TO BE DIAMETER PLUS 2' AND 2" ABOVE TOP BELL ON PIPE.
- 5) SAFETY END TREATMENTS ARE REQUIRED ON ALL CULVERTS IN TXDOT ROW.



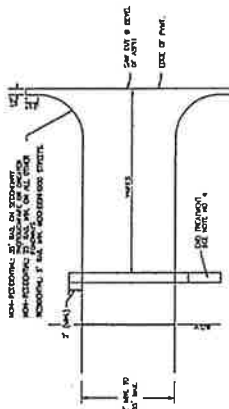
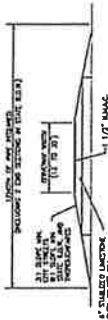
## ASPHALT DRIVEWAY TO ASPHALT

CITY OF IOWA COLONY, TEXAS

REVISED: 8/10/12

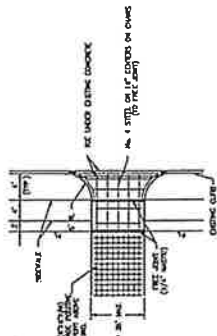
BY: DVH

SCALE: N.T.S.



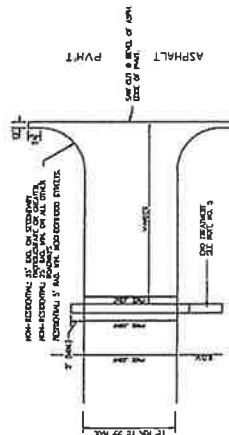
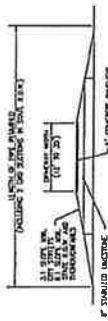
- \* NOTES:
- 1) CURB AND GUTTER STREET: CURB AND GUTTER STREET SHALL BE 1/2\"/>

1 ASPHALT DRIVEWAY TO ASPHALT



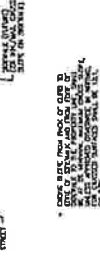
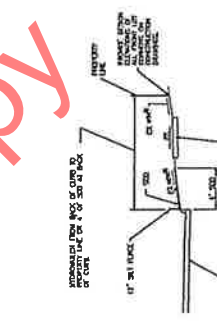
- \* NOTES:
- 1) CURB AND GUTTER STREET: CURB AND GUTTER STREET SHALL BE 1/2\"/>

2 PORTLAND CEMENT DRIVEWAY TO CURB AND GUTTER STREET



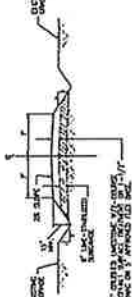
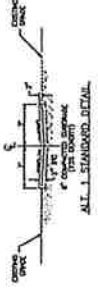
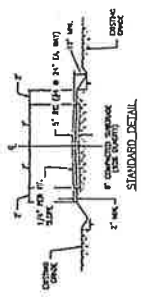
- \* NOTES:
- 1) CURB AND GUTTER STREET: CURB AND GUTTER STREET SHALL BE 1/2\"/>

3 CONCRETE DRIVEWAY TO ASPHALT STREET



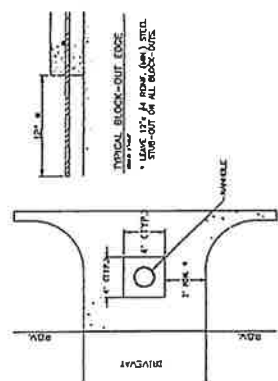
- \* NOTES:
- 1) CURB AND GUTTER STREET: CURB AND GUTTER STREET SHALL BE 1/2\"/>

4 PARK STRIP DETAIL

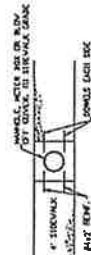


ALT. 2 STANDARD DETAIL

5 LEFT STATION ACCESS ROAD



DRAINAGE BLOCK-OUT DETAIL



6 SIDEWALK BLOCK-OUT DETAIL

| REV. | REVISIONS | DATE |
|------|-----------|------|
|      |           |      |



|                            |           |
|----------------------------|-----------|
| CITY OF IOWA COLONY, TEXAS |           |
| STANDARD DETAILS           |           |
| PAVING                     |           |
| SCALE: 1/2\"/>             | SHEET NO. |
| 11                         | 12        |

# City of Iowa Colony

"Where We Make It Happen"

## Violation Notice

Building Inspection Department  
12003 CR 65, Iowa Colony, Texas 77583  
Phone: 281.369.2471 Fax: 281.369.0005

### STOP ALL WORK

Property Address:

Owner:

You are in violation with the provisions of the City/County ordinance(s) as indicated below:

☐ Building Code  
☐ Plumbing Code  
☐ Mechanical Code  
☐ Electrical Code

☐ Zoning Ordinances  
☐ Flood Damage Ordinances  
☐ Driveway/Culvert  
☐ Septic

☐ Dirt Ordinance  
☐ Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of violation(s):

☐ Submit plans for the work within 10 days to the office listed below and apply for a plan check for the required Permit.  
☐ Obtain a permit within 10 days for the work at the office listed below.  
☐ A referral has been made to \_\_\_\_\_.

City/County of \_\_\_\_\_  
Street Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Hours of Business \_\_\_\_\_

Inspector's Signature \_\_\_\_\_

Date \_\_\_\_\_

XIV

**TECHNICAL SPECIFICATIONS**

THE TECHNICAL SPECIFICATIONS FOR THE CONSTRUCTION OF THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER COLLECTION FACILITIES FOR THIS PROJECT SHALL CONFORM TO THE CITY OF IOWA COLONY OR CITY OF IOWA COLONY ENGINEERING DESIGN CRITERIA MANUAL, OR TEXAS COMMISSION ON ENVIRONMENTAL QUALITY DESIGN SPECIFICATIONS, AS APPLICABLE; **WHICHEVER IS MORE STRINGENT.**

A HARDCOPY OF THE CITY OF IOWA COLONY ENGINEERING DESIGN CRITERIA MANUAL IS AVAILABLE AT THE CITY OF IOWA COLONY, CITY SECRETARY OFFICE, 12003 CR 65, IOWA COLONY, TEXAS 77583.

MEASUREMENT AND PAYMENT FOR UNIT PRICE PROCEDURES SHALL BE IN ACCORDANCE WITH BID PROPOSAL.

THE TECHNICAL SPECIFICATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING SECTIONS.

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**DIVISION 2 - SITE WORK****UTILITY MATERIALS**

|       |   |
|-------|---|
| 02081 | Cast-in-place Concrete Manholes                     |
| 02082 | Precast Concrete Manholes                           |
| 02083 | Fiberglass Manholes                                 |
| 02084 | Frames, Grates, Rings and Covers                    |
| 02085 | Valve Boxes, Meter Boxes and Meter Vaults           |
| 02086 | Adjusting Manholes, Inlets and Valve Boxes to Grade |
| 02087 | Brick Manhole for Storm Sewers                      |

**SITE DEMOLITION**

|       |  |
|-------|--|
| 02221 | Removing Existing Pavements and Structures |
| 02222 | Abandonment of Sewers                      |
| 02233 | Clearing and Grubbing                      |

**EXCAVATION AND FILL**

|       |   |
|-------|---|
| 02315 | Roadway Excavation                                |
| 02316 | Excavation and Backfill for Structures            |
| 02317 | Excavation and Backfill for Utilities             |
| 02318 | Extra Unit Price Work for Excavation and Backfill |
| 02319 | Borrow  |
| 02320 | Utility Backfill Materials                        |
| 02321 | Cement Stabilized Sand                            |

**EMBANKMENT**

|       |            |
|-------|------------|
| 02330 | Embankment |
|-------|------------|

**SUBGRADE AND ROADBED**

|       |                                     |
|-------|-------------------------------------|
| 02336 | Lime Stabilized Subgrade            |
| 02337 | Lime/Fly-Ash Stabilized Subgrade    |
| 02338 | Portland Cement Stabilized Subgrade |

**TUNNELING, BORING AND JACKING**

|       |   |
|-------|---|
| 02400 | Tunnel Shafts   |
| 02425 | Tunnel Excavation and Primary Liner                             |
| 02426 | Sewer Line in Tunnels   |
| 02427 | Plastic Liner for Large Diameter Concrete Sewers and Structures |
| 02431 | Tunnel Grout  |
| 02441 | Microtunneling and Pipe-Jacked Tunnels                          |
| 02447 | Augering Pipe and Conduit                                       |
| 02448 | Pipe and Casing Augering for Sewers                             |

**FOUNDATION AND LOAD-BEARING ELEMENTS**

|       |                           |
|-------|---------------------------|
| 02465 | Drilled Shaft Foundations |
| 02476 | Caisson for Lift Station  |

## PIPING MATERIALS

|       |  |
|-------|--|
| 02501 | Ductile-Iron Pipe and Fittings                               |
| 02502 | Steel Pipe and Fittings                                      |
| 02503 | Copper Tubing  |
| 02504 | Centrifugally Cast Fiberglass Pipe                           |
| 02505 | High Density Polyethylene (HDPE) Solid and Profile Wall Pipe |
| 02506 | Polyvinyl Chloride Pipe                                      |
| 02507 | Prestressed Concrete Cylinder Pipe                           |
| 02508 | Extra Strength Clay Pipe                                     |

## WATER DISTRIBUTION

|       |  |
|-------|--|
| 02511 | Water Lines  |
| 02512 | Water Tap and Service Line Installation                |
| 02513 | Wet Connections  |
| 02514 | Disinfection of Waterlines                             |
| 02515 | Hydrostatic Testing of Pipelines                       |
| 02516 | Cut, Plug and Abandonment of Mains                     |
| 02517 | Water Line in Tunnels                                  |
| 02518 | Steel Pipe and Fittings for Large Diameter Water Lines |
| 02520 | Fire Hydrants  |
| 02521 | Gate Valves  |
| 02522 | Butterfly Valves                                       |
| 02523 | Pressure Reducing Valves                               |
| 02524 | Air Release and Vacuum Relief Valves                   |
| 02525 | Tapping Sleeves and Valves                             |
| 02526 | Water Meters   |
| 02527 | Polyurethane Coatings on Steel or Ductile Iron Pipe    |
| 02528 | Polyethylene Wrap                                      |

## SANITARY SEWER

|       |   |
|-------|---|
| 02531 | Gravity Sanitary Sewers                       |
| 02532 | Sanitary Sewer Force Mains                    |
| 02533 | Acceptance Testing For Sanitary Sewers        |
| 02534 | Sanitary Sewer Service Stubs or Reconnections |

## ELECTRICAL AND COMMUNICATIONS STRUCTURES

|       |                         |
|-------|-------------------------|
| 02581 | Street Lighting Conduit |
|-------|-------------------------|

## PIPE CULVERTS

|       |  |
|-------|--|
| 02611 | Reinforced Concrete Pipe               |
| 02612 | Precast Reinforced Concrete Box Sewers |
| 02613 | Bar Wrapped Steel Cylinder Pipe        |

## SUBDRAINAGE

|       |            |
|-------|------------|
| 02621 | Geotextile |
|-------|------------|

**STORM DRAINAGE**

- 02631 Storm Sewers
- 02632 Cast-In-Place Inlets, Headwalls and Wingwalls
- 02633 Precast Concrete Inlets, Headwalls and Wingwalls

**CULVERTS AND MANUFACTURED CONSTRUCTION**

- 02642 Corrugated Metal Pipe
- 02643 Structural Plate Culvert Structures

**BOUND BASE COURSES**

- 02711 Hot Mix Asphaltic Base Course
- 02712 Cement Stabilized Base Course
- 02713 Recycle Crushed Concrete Base Course
- 02714 Flexible Base Course for Temporary Roads, Detours, Shoulders and Driveways

**FLEXIBLE PAVING**

- 02741 Asphaltic Concrete Pavement
- 02742 Prime Coat
- 02743 Tack Coat

**RIGID PAVING**

- 02751 Concrete Paving
- 02752 Concrete Pavement Joints
- 02753 Concrete Pavement Curing
- 02754 Concrete Driveways

**PAVING SPECIALTIES**

- 02761 Colored Concrete for Medians and Sidewalks
- 02762 Blast Cleaning of Pavement
- 02764 Raised Pavement Markers
- 02765 Temporary and Removable Reflectorized Pavement Markings
- 02767 Thermoplastic Pavement Markings

**CURBS, GUTTERS AND SIDEWALKS**

- 02771 Curb, Curb and Gutter and Headers
- 02772 Concrete Medians and Directional Islands
- 02775 Concrete Sidewalks

**IRRIGATION SYSTEM**

- 02811 Landscape Irrigation

**PLANT PREPARATION**

- 02911 Topsoil

**SHRUB AND TREE TRANSPLANTING**

- 02915 Tree Planting

LAWNS AND GRASSES

02921 Hydro-Mulch Seeding

02922 Sodding

SITE RESTORATION AND REHABILITATION

02951 Pavement Repair and Resurfacing

02983 Removal and Restoration of Brick Paved Streets

**DIVISION 3 CONCRETE**

STRUCTURAL CONCRETE

03315 Concrete for Utility Construction

**DIVISION 4 MASONRY**

04061 Mortar

04210 Brick Masonry for Utility Construction

Copy

## CLEARING AND GRUBBING

### DESCRIPTION

Work under this item shall consist of clearing the work site of all trees, brush, root balls, root systems, stumps, concrete, stones, bricks, tires, plastic debris, steel, pipes/piping, lumber/wood, tanks, drums, containers, buildings/structures, septic tanks and field lines, household items and waste (refrigerators, dishwashers, washing machines, dryers, bicycles, etc.), miscellaneous construction debris and any and all other undesirable and objectionable materials and/or debris and grubbing of cleared areas.

### CLEARING

All trees, shrubs and brush shall be cut at a level that will facilitate grubbing. All cuttings, debris, logs, rubbish, roots and debris shall be removed from the work site.

### GRUBBING

All stumps, root balls and root systems below natural ground, within the limits of the work site, shall be entirely removed.

### ROOT RAKING

The cleared and grubbed site shall be root raked to a minimum depth of 24-inches below natural ground, with all of the raked debris to be properly disposed of.

### DISPOSAL OF MATERIALS

Combustible material may be trench burned within the street rights-of-way (outside of the future paved areas) or within the limits of a future Detention Basin, provided that such burning is allowable by the City of Houston, Harris County Pollution Control Department, Texas Air Control Board, Texas Commission on Environmental Quality, etc. and said burning is constantly supervised until completed or extinguished. Contractor shall adhere to all City of Houston, Harris County Pollution Control Department, Texas Commission on Environmental Quality and Texas Air Control Board regulations for burning and obtain any and all required permits. All burning of cleared and grubbed debris shall be done in a controlled condition utilizing properly sized burn pits or trenches and blowers designed for trench burning.

The location of the burn pits or trenches is to be approved by the Engineer prior to excavating said burn pits or trenches. Burn pits or trenches are to be properly cleaned out of all ashes, unburned debris and other miscellaneous debris prior to backfilling. Burn pits or trenches are to be backfilled with insitu material in 8-inch lifts (loose measure) and compacted to ninety-five (95%) percent SPD,

+/-2% of Optimum Moisture. Prior to backfilling, all burn pits or trenches are to be inspected by the Engineer's representative and the backfill monitored and tested by a representative from the construction materials testing service provider.

**All other debris, including but not limited to; concrete, stones, bricks, tires, plastic debris, steel, pipes/piping, lumber/wood, tanks, drums, containers, buildings/structures, septic tanks and field lines, household items and waste (refrigerators, dishwashers, washing machines, dryers, bicycles, etc.), miscellaneous construction debris and any and all other undesirable and objectionable materials and/or debris, shall be removed from the project site and properly disposed of by the Contractor, at no additional expense to the Owner.**

Upon completion of the clearing and grubbing operations, the site shall be graded to drain storm water runoff and left in an acceptable condition for the placement and grading of fill material.

The Contractor shall be solely responsible for any off-site fire damage, or damage to private property resulting from blowing ashes, caused as a result of burning activity.

#### SITE CLEAN-UP

All cleared and grubbed areas shall be inspected after the debris disposal, root raking and initial clean up phase and all remaining root debris one (1) inch in diameter, and larger, as well as all other remaining miscellaneous debris, shall be gathered by hand picking, fine raking or other methods, removed from the site and properly disposed of.

#### LIMITS OF OPERATIONS

No clearing or grubbing shall be done beyond the site limits under this contract. Any clearing outside the site for the purpose of expediting construction shall be at the Contractor's expense and it shall be his responsibility to negotiate and secure permission of the Owner before such operation occurs.

#### REPAIR OF DAMAGED TREES

It shall be the Contractor's responsibility to minimize any damage to trees located outside of any easements or right-of-way or in areas not specifically scheduled for clearing. Any trees that are damaged and are deemed worth salvaging by the Engineer shall be painted or patched in a satisfactory manner as soon as possible after the damage has taken place. No separate payment shall be made for this work but shall be considered subsidiary to the unit bid for clearing and grubbing.

PERMITS

Contractor shall obtain all required clearing, burning, disposal or other permits prior to commencing work. All fees associated with obtaining required permits shall be at the Contractor's expense.

END OF SECTION

Copy

## EARTHWORK

### STRIPPING

All areas to be excavated and filled are to be stripped of all vegetation, organics and topsoil to a minimum depth of six (6) inches below natural ground.

### FILL AREAS

All fill areas are to be mucked and cleaned out of all wet and unsuitable soil, vegetation, organic and deleterious material.

### PROOF ROLL TESTING

All areas to be filled are to be proof-roll tested, utilizing, a fully loaded scraper, a fully loaded wheeled front end loader, a fully loaded, street legal, tandem axle dump truck or a fully-loaded off-road dump truck for soil stability prior to placement of fill material (all proof-roll testing is to be witnessed by a representative from the Engineer or by a representative from the Construction Materials Testing Service Provider).

### SOFT OR WEAK AREAS

All soft or weak areas are to be excavated to a depth of stable and suitable material, proof roll tested for soil stability and backfilled with suitable material, back to the original natural ground elevation after stripping (in 8-inch maximum loose lifts and compacted to ninety-five (95%) percent standard proctor density ("SPD"), at or two (2%) percent above optimum moisture (OM), prior to the placement, grading and compaction of any fill material. The material that is excavated will be dried, mixed with suitable dry material, placed and compacted as suitable fill material. All proof-roll testing is to be witnessed by a representative from the Engineer or by a representative from the Construction Materials Testing Service Provider This shall be incidental to the proof roll bid item. No additional compensation for over excavation or disking to pass proof roll.

### COMPACTION

All fill material is to be placed in 8-inch maximum loose lifts and compacted to ninety-five (95%) percent standard proctor density ("SPD"), at or two (2%) above optimum moisture ("OM") utilizing a minimum 6-foot wide vibratory sheepsfoot compactor.

COMPACTION TESTING

All fill material placed, graded and compacted is to be tested for compaction effort and moisture content on every other lot (alternating lots), each lift, for lots fronting straight streets and every lot, each lift, for lots fronting cul-de-sac streets for mass fill projects.

STRIPPING PLACEMENT AND GRADING

All strippings are to be placed and evenly graded on filled lots, and other filled areas, and on the side slopes, bottoms, maintenance berms, backslope swales, etc. of all borrow pits, detention basins, lakes, drainage channels, drainage swales, etc.

TURF ESTABLISHMENT

All borrow pit, detention basin, lake, drainage channel, drainage swale, etc. side slopes, backslopes swales, maintenance berms, etc. are to be Dry Straw Hydro Mulch Seeded or Drill Seeded. The Contractor is to guarantee a "stand" of Bermuda grass and that complete turf establishment has been achieved.

FINAL GRADE ELEVATIONS

Final grade elevations indicated in the fill areas on the spoil and/or grading plans are to the top of the final placed and graded spoil/fill material and strippings.

Contractor to place, grade and compact all spoil/fill/stripping material to the elevations or grades as indicated on the spoil/fill placement or grading plans in the approved construction drawings as a minimum. Contractor can exceed these elevations or grades by 0.2 of a foot without prior authorization by the Engineer. Contractor must obtain Engineer's **written** authorization or approval before placing and grading any spoil/fill material in excess of a 0.2 of a foot of the planned final grade elevation. On no occasion shall the Contractor place and grade spoil/fill material to elevations or grades below the minimum elevations or grades as indicated in the approved construction drawings unless the Contractor has received prior authorization to do so by the Engineer.

END OF SECTION

**EARTHWORK FOR UNDERGROUND UTILITIES****GENERAL**

Work under this Section includes the furnishing of all plant, labor, equipment and materials, and the performance of all operations required for the proper completion of excavation, backfill, trenching, shoring, and bracing as required, dewatering of excavations as required, rough grading, compacting and disposal of surplus earth, together with the performance of all other miscellaneous site work and earthwork operations required to complete the project as shown on the drawings and specified herein.

**EXCAVATION**

Trench excavation for this project may be made with any suitable excavating method which meets the following requirements:

1. The trench is to have uniform, vertical sidewalls.
2. The distance between trenching and sheeting operations is sufficiently small as to insure that the sidewalls of the trench will not cave before sheeting can be applied.
3. No cavities are created in the trench sidewalls due to the trenching operations.
4. The equipment for trenching is capable of maintaining a uniform grade on the trench floor.
5. The trench width is uniform and conforms to the appropriate section.

If, in the opinion of the Engineer, any or all of these requirements are not met, the Contractor shall, at the direction of the Engineer, immediately remove the excavating equipment being used and replace it with a ladder type trenching machine.

**CONTROLLED EARTHEN BACKFILL**

The earthen backfill for all trenches on this project shall be compacted in maximum 8-inch (loose measure) lifts to a uniform density of at least ninety-five (95%) percent of the maximum dry density at approximately two (2%) of the optimum moisture content as determined by the Proctor Compaction Test (ASTM D-698). Laboratory samples will be taken at the direction of the Engineer, and any backfill not meeting this requirement will be removed and re-compacted. Controlled earthen backfill shall be used only in the areas and depths as shown in the attached sketches.

BANK SAND BACKFILL

All water line trenches under existing, proposed and future pavement or within one (1) foot of pavement or curbs shall be backfilled with bank sand and compacted to a point one (1) foot below bottom of pavement.

COMPACTION CERTIFICATION

All compaction shall be certified to by an accepted laboratory. Said certification shall be received by the Engineer prior to payment for the facility installed. The cost of Certification shall be borne by the Owner.

DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

1. Excess material from all trench excavation shall be spread evenly within designated areas.
2. Unsuitable material shall be disposed of as directed by the Engineer.

WORK AREAS

The work areas will be restricted to street right-of-ways and easements. Areas for employees parking, concrete truck wash out, construction trailers, and material storage and soil stockpile will be designated by the Engineer.

PERMITS

Contractor shall obtain and pay for all construction permits required to work within the Harris County Right-of-Ways. All Harris County requirements and/or specifications included in the said permits shall become a part of these Technical Specifications.

PAYMENT

No separate payment will be made for any work described in the items above. The cost of all such work shall be included in the price for waterlines, sewer manholes, inlets, and other structures and appurtenances.

CEMENT STABILIZED SAND BEDDING AND BACKFILL

Cement stabilized sand bedding shall be 1.1 sack Portland Cement per ton in accordance with the City of Houston Specifications for Sewer Construction, or as modified.

A representative sample of cement-stabilized sand will be obtained prior to placement and compacted into a 3-inch by 6-inch cylindrical mold in four (4) layers with fourteen (14) blows per layer using the drop hammer specified by ASTM D698.

Compacted samples will be wrapped in plastic and allowed to cure for twenty-four (24) hours. Samples may be removed from the cylindrical mold at any time during the 24-hour period and maintained in a wrapped condition.

After forty-eight (48) hours the cylindrical sample will be sheared in uni-axial, unconfined compression with a controlled strain rate testing machine after ASTM D1633.

A cement-stabilized sand specimen must yield a 48-hour compressive strength of 100-psi or more to be considered stabilized.

All sewer trenches, including trenches for lead and stubs, under existing, proposed and future pavement or within one (1) foot of pavement or curbs shall be backfilled with 1-1/2 sack per cubic yard of cement stabilized sand. Cement stabilized backfill shall be used to a point one (1) foot below the top of subgrade on piping 48-inch and smaller.

The remaining one (1) foot depth of trench shall be backfilled with suitable earth material in six (6) inch (measured loose) layers and compacted to a dry density at approximately two (2%) percent optimum moisture content of not less than ninety-five (95%) percent of the maximum dry density of samples of the material as determined by the Proctor Compaction Test (ASTM Designation: D-698-79).

Cement stabilized sand backfill shall be used to a point four (4) feet below top of subgrade, and controlled earthen backfill may be used from four (4) feet below subgrade to a point one (1) foot below the top of subgrade on piping or culverts larger than 48-inch, in lieu of cement stabilized sand.

#### PAYMENT

No separate payment will be made for any work described in the above items. The cost of all work shall be included in the price for water lines, sewer pipe, sewer manholes, inlets and other structures and appurtenances.

END OF SECTION

**TRENCH SAFETY SYSTEM**

**PART 1 GENERAL**

**1.01 SCOPE**

This item governs for furnishing and installing a trench safety system. "Trench Safety System" is defined as a protection system for trench excavation that protects the adjacent/surrounding facilities either above or below ground surface and which also meets or exceeds appropriate requirements of all local, state, and/or federal rules and/or regulation applicable to workmen's safety in trench excavations below ground surface. For any trench excavation, and/or structural excavation classified as trench excavation in materials other than solid rock, provide trench safety system for below ground excavation. Trench safety system specified herein and shown on Plans are minimum requirements. Contractor assumes all risks associated with trench safety system.

**1.02 QUALITY ASSURANCE**

Trench safety system to meet appropriate requirements established in Occupational Safety and Health Administration ("OSHA") Safety & Health Regulations, Part 1926, Subpart P - Excavations, Trenching and Shoring. Contractor shall be responsible for confined space safety program, policy, and procedures in accordance with OSHA, including equipment and training.

**1.03 SUBMITTALS**

Contractor must provide a detailed trench safety plan prepared by a Licensed Professional Engineer having a current license to practice engineering in the State of Texas. Contractor's Licensed Professional Engineer must certify that his proposed design and details are in conformance with appropriate OSHA standards and applicable Specifications as required. Contractor's Licensed Professional Engineer must affix his seal, sign, and date the proposed design, details, and any other supporting documents for a trench safety system. Include with details the proposed trench safety system plan that demonstrates the type(s) and location of system(s) to be used on this project.

**PART 2 PRODUCTS – Not Used**

### PART 3 EXECUTION

#### 3.01 INSTALLATION

Construct, install, and maintain trench safety system in accordance with Plan design prepared by the Contractor's Licensed Professional Engineer in order to prevent death or injury to personnel or damage to structures in or near trench excavation. Store materials excavated from trench no closer to edge of trench than one-half (1/2) depth of trench.

Contractor shall provide stairway, ladder, ramp, or other safe means of egress from trench excavations that are five (5) feet or more in depth. Locate means of egress so that no more than twenty-five (25) feet of lateral travel is required for evacuating personnel from trench excavation.

#### 3.02 SUPERVISION

Contractor to provide competent supervisory personnel at each trench while work is in progress to ensure Contractor's methods, procedures, equipment, and materials pertaining to safety systems in this item are sufficient to meet requirements of OSHA Standards. Competent supervisory personnel shall be as defined by OSHA. Contractor shall submit in writing with trench safety plan notification of the person qualified as "Competent supervisory personnel" in accordance with OSHA.

#### 3.03 MAINTENANCE OF SAFETY SYSTEM

Contractor shall take all necessary precautions to ensure safety systems are not damaged during their use. If at any time during its use a safety system is damaged, personnel must be immediately removed from trench or excavation area and safety system repaired. Take all necessary precautions to ensure no loads, except those included in safety system design, are imposed upon excavation.

#### 3.04 INSPECTION

Contractor shall make daily inspection of trench safety system to ensure that system meets OSHA requirements. Daily inspection to be made by Contractor's competent supervisory personnel. If evidence of possible cave-ins or slides is apparent, cease all work in trench until necessary precautions have been taken to safeguard personnel entering trench. Contractor to maintain permanent record of daily inspections.

**3.05 REMOVAL**

Backfilling and removal of trench supports progress together from bottom of trench upward. Remove no braces or trench supports until all personnel have evacuated trench. Backfill trench to within five (5) feet of natural ground prior to removal of entire trench safety system.

**3.06 MEASUREMENTS**

Measure "Trench Safety System" by linear foot of trench protected per increment of depth and type of earth condition as shown on Bid Form.

**3.07 PAYMENT**

Pay for "Trench Safety System", measured as stated, by depth of trench and earth condition as shown on Bid Form.

END OF SECTION

Copy

## TEXAS CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: \_\_\_\_\_  
Job No.: \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_ [maker of check] in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \_\_\_\_\_ [owner] located at \_\_\_\_\_ [location] to the following extent: \_\_\_\_\_ [job description].

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ [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).

Date \_\_\_\_\_

\_\_\_\_\_ [Company name]

By \_\_\_\_\_ [Signature]

\_\_\_\_\_ [Title]

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

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.

\_\_\_\_\_  
Name:  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
[INSERT ADDRESS]

## TEXAS CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: \_\_\_\_\_  
Job No.: \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_ [maker of check] in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn or electronic payment deposited into payee's account, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \_\_\_\_\_ [owner] located at \_\_\_\_\_ [location] to the following extent: \_\_\_\_\_ [job description].

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ [person with whom signer contracted].

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 final 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 up to the date of this waiver and release.

Date \_\_\_\_\_

\_\_\_\_\_ [Company name]

By \_\_\_\_\_ [Signature]

\_\_\_\_\_ [Title]

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

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.

\_\_\_\_\_  
Name:  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
[INSERT ADDRESS]

**NOTICE:**

**THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**TEXAS UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**Project:** \_\_\_\_\_  
**Job No.:** \_\_\_\_\_

The signer of this document has been paid and has received a progress payment in the sum of \$\_\_\_\_\_ for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ [person with whom signer contracted] on the property of \_\_\_\_\_ [owner] located at \_\_\_\_\_ [location] to the following extent: \_\_\_\_\_ [job description]. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ [person with whom signer contracted] as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date \_\_\_\_\_

\_\_\_\_\_ [Company name]

By \_\_\_\_\_ [Signature]

\_\_\_\_\_ [Title]

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

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.

\_\_\_\_\_  
Name:  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
**[INSERT ADDRESS]**

**NOTICE:**  
**THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.**

**TEXAS UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**Project:** \_\_\_\_\_  
**Job No.:** \_\_\_\_\_

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ [person with whom signer contracted] on the property of \_\_\_\_\_ [owner] located at \_\_\_\_\_ [location] to the following extent: \_\_\_\_\_ [job description]. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final 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 up to the date of this waiver and release.

Date \_\_\_\_\_

\_\_\_\_\_ [Company name]

By \_\_\_\_\_ [Signature]

\_\_\_\_\_ [Title]

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

Before me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed such instrument for the purposes therein expressed, and in the capacity therein stated as the act and deed of such business entity.

\_\_\_\_\_  
Name:  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
[INSERT ADDRESS]

# AFFIDAVIT OF BILLS PAID

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

\_\_\_\_\_, being duly sworn that he/she is \_\_\_\_\_ of \_\_\_\_\_, of \_\_\_\_\_ County, Texas (hereinafter called "Company"); and

That said Company has performed work and/or furnished material for \_\_\_\_\_ (hereinafter called "Owner"), pursuant to a contract, dated \_\_\_\_\_, 20\_\_\_\_ (hereinafter called "Contract") for the construction of:

That all just and lawful invoices against the Company for labor, materials and expendable equipment employed in the performance of the Contract have been paid in full prior to acceptance of payments for the Owner; and

That no mechanic's or materialman's liens have been filed upon the property of the Owner or materials incorporated into the Facilities.

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of such \_\_\_\_\_, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of T E X A S

Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



10011 Meadowglen Ln.  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300

## Request for Additional Time

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Month: \_\_\_\_\_

Year: \_\_\_\_\_

Calendar Date:

|    |    |    |    |    |    |    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |    |    |    |    |    |    |

Additional Dates Requested due to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_

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

EHRA Site Rep: \_\_\_\_\_

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

Approved By: \_\_\_\_\_

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

Title: \_\_\_\_\_

No. of Days Approved: \_\_\_\_\_

Declined By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

LETTER OF GUARANTOR

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, As Contractor, are held and firmly bound to a contract with \_\_\_\_\_ (Owner) for the construction of \_\_\_\_\_.

WHEREAS, said contract provides that the Contractor will furnish a guarantee for the period of one (1) year after approval of the final estimate on said job, by the owner, against all defects in workmanship and material which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved the \_\_\_\_\_ day of \_\_\_\_\_,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Contractor shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship what become apparent during the period of one (1) year from and after the days of approval and acceptance of the project then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED AND DATED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Name and Title



## Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

### IMPORTANT:

- Use the INSTRUCTIONS to fill out each question in this form.
- Use the CHECKLIST to make certain all you filled out all required information.  
Incomplete applications **WILL** delay approval or result in automatic denial.
- Once processed your permit can be viewed at:  
[http://www2.tceq.texas.gov/wq\\_dpa/index.cfm](http://www2.tceq.texas.gov/wq_dpa/index.cfm)

**ePERMITS:** Sign up now for online NOI: <https://www3.tceq.texas.gov/steers/index.cfm>  
Pay a \$225 reduced application fee by using ePermits.

### APPLICATION FEE:

- You must pay the **\$325** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
  - Go to <https://www3.tceq.texas.gov/epay/index.cfm>
  - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**
  - ☐ Mailed Check/Money Order No.: \_\_\_\_\_  
Name Printed on Check: \_\_\_\_\_
  - ☐ EPAY Voucher No.: \_\_\_\_\_
  - Is the Payment Voucher copy attached? ☐ Yes

**RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization?**  
(Note: A permit cannot be renewed after June 3, 2013.)

- ☐ Yes The Permit number is: TXR15\_\_\_\_\_
- (If a permit number is not provided, a new number will be assigned.)
- ☐ No

### 1) OPERATOR (Applicant)

- a)** If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at:  
<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN \_\_\_\_\_

**b) What is the Legal Name of the entity (applicant) applying for this permit?**

(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

**c) What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in TAC 305.44(a).**

Prefix (Mr. Ms. Miss): \_\_\_\_\_

First/Last Name: \_\_\_\_\_ Suffix: \_\_\_\_\_

Title: \_\_\_\_\_ Credential: \_\_\_\_\_

**d) What is the Operator Contact's (Responsible Authority) contact information and mailing address as recognized by the US Postal Service (USPS)? You may verify the address at:**

<http://zip4.usps.com/zip4/welcome.jsp>

Phone #: \_\_\_\_\_ ext: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Internal Routing (Mail Code, Etc.): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

If outside USA: Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**e) Indicate the type of Customer (The instructions will help determine your customer type):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Individual       | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Sole Proprietorship-DBA |
| <input type="checkbox"/> Joint Venture    | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Corporation             |
| <input type="checkbox"/> Trust            | <input type="checkbox"/> Estate              | <input type="checkbox"/> Federal Government      |
| <input type="checkbox"/> State Government | <input type="checkbox"/> County Government   | <input type="checkbox"/> City Government         |
| <input type="checkbox"/> Other Government |  |  |

**f) Independent Operator?**

☐ Yes ☐ No

(If governmental entity, subsidiary, or part of a larger corporation, check "No".)

**g) Number of Employees:**

☐ 0-20; ☐ 21-100; ☐ 101-250; ☐ 251-500; or ☐ 501 or higher

**h) Customer Business Tax and Filing Numbers:**

(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)

State Franchise Tax ID Number: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Texas Secretary of State Charter (filing) Number: \_\_\_\_\_

DUNS Number (if known): \_\_\_\_\_

**2) APPLICATION CONTACT**

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

☐ Yes, go to Section 3). ☐ No, complete section below.

Prefix (Mr. Ms. Miss): \_\_\_\_\_

First/Last Name: \_\_\_\_\_ Suffix: \_\_\_\_\_

Title: \_\_\_\_\_ Credential: \_\_\_\_\_

Organization Name: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ ext: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Internal Routing (Mail Code, Etc.): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
Mailing Information if outside USA:  
Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### 3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

- a) TCEQ issued RE Reference Number (RN): RN \_\_\_\_\_
- b) Name of project or site (the name known by the community where located):  
WSD & Paving to serve Meridiana Commercial, Sec. 68
- c) In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):  
utilities and paving
- d) County (or counties if > 1) Brazoria
- e) Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_
- f) Does the site have a physical address?  
☐ Yes, complete Section A for a physical address.  
☐ No, complete Section B for site location information.

**Section A:** Enter the physical address for the site.

Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:

Street Number: \_\_\_\_\_ Street Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: Texas ZIP Code: \_\_\_\_\_

**Section B:** Enter the site location information.

If no physical address (Street Number & Street Name), provide a written location access description to the site. (Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

City where the site is located or, if not in a city, what is the nearest city:

State: Texas ZIP Code where the site is located: \_\_\_\_\_

**4) GENERAL CHARACTERISTICS**

**a) Is the project/site located on Indian Country Lands?**

☐ Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

☐ No

**b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?**

☐ Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

☐ No

**c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?**

Primary SIC Code: \_\_\_\_\_

**d) If applicable, what is the Secondary SIC Code(s):** \_\_\_\_\_

**e) What is the total number of acres disturbed?** \_\_\_\_\_

**f) Is the project site part of a larger common plan of development or sale?**

☐ Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

☐ No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

**g) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?**

\_\_\_\_\_

**h) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?**

\_\_\_\_\_

**i) Is the discharge into an MS4?**

☐ Yes - If the answer is Yes, provide the name of the MS4 operator below.

☐ No

If Yes, provide the name of the MS4 operator:

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

**j) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?**

☐ Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.

☒ No

If Yes, provide the name(s) of the impaired water body(s):

**k) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?**

☐ Yes - If the answer is Yes, complete certification below by checking "Yes."

☐ No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

☐ Yes

## 5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to **ALL** items may result in denial of coverage under the general permit.

- a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). ☐ Yes
- b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. ☐ Yes
- c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. ☐ Yes
- d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. ☐ Yes

### Operator Certification:

I, \_\_\_\_\_  
Typed or printed name Title

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Use blue ink)

## NOTICE OF INTENT CHECKLIST (TXR150000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

### Application Fee:

If paying by Check:

- ☐ Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- ☐ Check number and name on check is provided in this application.

If using ePay:

- ☐ The voucher number is provided in this application or a copy of the voucher is attached.

### PERMIT NUMBER:

- ☐ Permit number provided – if this application is for renewal of an existing authorization.

### OPERATOR INFORMATION - Confirm each item is complete:

- ☐ Customer Number (CN) issued by TCEQ Central Registry
- ☐ Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)
- ☐ Name and title of responsible authority signing the application
- ☐ Mailing address is complete & verifiable with USPS. [www.usps.com](http://www.usps.com)
- ☐ Phone numbers/e-mail address
- ☐ Type of operator (entity type)
- ☐ Independent operator
- ☐ Number of employees
- ☐ For corporations or limited partnerships – Tax ID and SOS filing numbers
- ☐ Application contact and address is complete & verifiable with USPS. <http://www.usps.com>

### REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

- ☐ Regulated Entity Reference Number (RN) (if site is already regulated by TCEQ)
- ☐ Site/project name/regulated entity
- ☐ Latitude and longitude <http://www.tceq.texas.gov/gis/sqmapview.html>
- ☐ County
- ☐ Site/project physical address. Do not use a rural route or post office box.
- ☐ Business description

### GENERAL CHARACTERISTICS - Confirm each item is complete:

- ☐ Indian Country Lands –the facility is not on Indian Country Lands
- ☐ Construction activity related to facility associated to oil, gas, or geothermal resources
- ☐ Standard Industrial Classification (SIC) Code [www.osha.gov/oshstats/sicser.html](http://www.osha.gov/oshstats/sicser.html)
- ☐ Acres disturbed is provided and qualifies for coverage through a NOI
- ☐ Common plan of development or sale
- ☐ Receiving water body(s)
- ☐ Segment number(s)
- ☐ Impaired water body(s)
- ☐ MS4 operator
- ☐ Edwards Aquifer rule

### CERTIFICATION

- ☐ Certification statements have been checked indicating "Yes"
- ☐ Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.

# Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

## General Information and Instructions

### GENERAL INFORMATION

#### Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL  
Texas Commission on  
Environmental Quality  
Stormwater Processing Center  
(MC228)  
P.O. Box 13087  
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL  
Texas Commission on  
Environmental Quality  
Stormwater Processing Center  
(MC228)  
12100 Park 35 Circle  
Austin, TX 78753

#### TCEQ Contact List:

Application – status and form questions:

512/239-3700, [swpermit@tceq.texas.gov](mailto:swpermit@tceq.texas.gov)

Technical questions:

512/239-4671, [swgp@tceq.texas.gov](mailto:swgp@tceq.texas.gov)

Environmental Law Division:

512/239-0600

Records Management - obtain copies of forms:

512/239-0900

Reports from databases (as available):

512/239-DATA (3282)

Cashier's office:

512/239-0357 or 512/239-0187

#### Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

- 1) **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Never give an overnight/express mailing address.
- 2) **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.
- 3) **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.  
-or-  
**Denial of Coverage:** If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

#### General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site <http://www.tceq.texas.gov>. Search using key word TXR150000.

### **General Permit Forms**

The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) (including instructions) are available in Adobe Acrobat PDF format on the TCEQ web site <http://www.tceq.texas.gov>.

### **Change in Operator**

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

### **TCEQ Central Registry Core Data Form**

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number.

You can find the information on the Central Registry web site at <http://www12.tceq.texas.gov/crpub/index.cfm>. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled "Additional ID". Capitalize all letters in the permit number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

### **Fees associated with a General Permit**

Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

**Application Fee:** This fee is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit.

#### **Mailed Payments:**

Payment must be mailed under separate cover at one of the addresses below using the attached Application Fee submittal form. (DO NOT SEND A COPY OF THE NOI WITH THE APPLICATION FEE SUBMITTAL FORM)

#### **BY REGULAR U.S. MAIL**

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, TX 78711-3088

#### **BY OVERNIGHT/EXPRESS MAIL**

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, TX 78753

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category "General Permit Construction Storm Water Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

## INSTRUCTIONS FOR FILLING OUT THE NOI FORM

**Renewal of General Permit.** Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied a new permit number will be issued.

### 1. Operator (Applicant)

#### a) Enter assigned Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number.**

If this customer has not been assigned a CN, leave the space for the CN blank.

If this customer has already been assigned this number, enter the permittee's CN.

#### b) Legal Name

Provide the current legal name of the permittee, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name.

#### c) Person Signing Application

Provide information about person signing section 5) Certification.

#### d) Operator Contact's (Responsible Authority) Contact Information and Mailing Address

Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at <http://www.usps.com> for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

The area code and phone number should provide contact to the operator. Leave Extension blank if not applicable.

The fax number and e-mail address are optional and should correspond to the operator.

#### e) Type of Customer (Entity Type)

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for a permit, registration or authorization.

### **Sole Proprietorship – DBA**

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

- be under the person's name
- have its own name (doing business as or d.b.a.)
- have any number of employees

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

### **Individual**

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

### **Partnership**

- A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). A Limited Partnership or Limited Liability Partnership (Partnership) is required to file with the Texas Secretary of State. A General Partnership or Joint Venture is not required to register with the state.
- **Partnership (Limited Partnership or Limited Liability Partnership):** A limited partnership is defined in the Act as a partnership formed by two or more persons under the provisions of Section 3 of the Uniform Limited Partnership Act (Art. 6132a, Revised Civil Statutes of Texas) and having as members one or more general partners and one or more limited partners. The limited partners as such are not bound by the obligations of the partnership. Limited partners may not take part in the day-to-day operations of the business. A Limited Partnership must file with the Texas Secretary of State. A registered limited liability partnership is a general or limited partnership that is registered with the Texas Secretary of State. The partnership's name must contain the words "Registered Limited Liability Partnership" or the abbreviation "L.L.P." as the last words or letters of its name.
- **General Partnership:** A general partner may or may not invest, participates in running the partnership and is liable for all acts and debts of the partnership and any member of it. A General Partnership does not have limited partners. For a General Partnership, there is no registration with the state or even written agreement necessary for a general partnership to be formed. The legal definition of a partnership is generally stated as "an association of two or more persons to carry on as co-owners a business for profit" (Revised Uniform Partnership Act § 101 [1994]).
- **Joint Venture:** A joint venture is but another name for a special partnership. It might be distinguished from a general partnership in that the latter is formed for the transaction of a general business, while a joint venture is usually limited to a single transaction. That is, a joint venture is a special combination of persons in the nature of a partnership engaged in the joint prosecution of a particular transaction for mutual benefit or profit.

### **Corporation**

A customer meets all of these conditions:

- is a legally incorporated entity under the laws of any state or country
- is recognized as a corporation by the Texas Secretary of State

- has proper operating authority to operate in Texas.
- The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

#### **Government**

Federal, state, county, or city government (as appropriate)

The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization should not be included as a part of the 'legal name' as applicant.

#### **Trust or Estate**

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

#### **Other Government**

A utility district, water district, tribal government, college district, council of governments, or river authority. Write in the specific type of government.

#### **f) Independent Entity**

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

#### **g) Number of Employees**

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

#### **h) Customer Business Tax and Filing Numbers**

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

#### **State Franchise Tax ID Number**

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

#### **Federal Tax ID**

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

#### **TX SOS Charter (filing) Number**

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512/463-5555.

#### **DUNS Number**

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

## **2. APPLICATION CONTACT**

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application.

## **3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE**

### **a) Regulated Entity Reference Number (RN)**

A number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch>

If the site is found, provide the assigned Regulated Entity Reference Number (RN) and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

### **b) Site/Project Name/Regulated Entity**

Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

### **c) Description of Activity Regulated**

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

### **d) County**

Identify the county or counties in which the regulated entity is located.

### **e) Latitude and Longitude**

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to:

<http://www.tceq.texas.gov/gis/sqmapview.html> or <http://nationalmap.gov/ustopo>

### **f) Site/Project (RE) Physical Address/Location Information**

Enter the complete address for the site in Section A if the address can be validated through the US Postal Service. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street (or house) number and street name, enter NO ADDRESS for the street name in Section A. In Section B provide a complete written location description. For example: "The site is located 2 miles west from intersection of Hwy 290 & IH35, located on the southwest corner of the Hwy 290 South bound lane." Provide the city (or nearest city) and zip code of the facility location.

#### **4. GENERAL CHARACTERISTICS**

##### **a) Indian Country Lands**

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region 6, Dallas. Do not submit this form to TCEQ.

##### **b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources**

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6. For more information, see:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=16&pt=1&ch=3&rl=30](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30)

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the Railroad Commission's jurisdiction must be authorized by the EPA and the Railroad Commission of Texas, as applicable. Activities under Railroad Commission of Texas jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the Railroad Commission of Texas; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel. The Railroad Commission of Texas also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the Railroad Commission of Texas. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from "field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities" unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the Railroad

Commission of Texas prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

**c) Primary Standard Industrial Classification (SIC) Code**

Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:

- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Bldgs. Other than Single Family Homes
- 1541 - Construction of Industrial Bldgs. and Warehouses
- 1542 - Construction of Non-residential Bldgs, other than Industrial Bldgs. and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction
- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, go to:

<http://www.osha.gov/pls/imis/sicsearch.html>

**d) Secondary SIC Code**

Secondary SIC Code(s) may be provided. Leave blank if not applicable. For help with SIC Codes, go to:

<http://www.osha.gov/pls/imis/sicsearch.html>

**e) Total Number of Acres Disturbed**

Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at (512)239-4671 or by email at [swgp@tceq.texas.gov](mailto:swgp@tceq.texas.gov).

**f) Common Plan of Development**

Construction activities that disturb less than five acres do not require submission of an NOI unless they are part of a common plan of development or for sale where the area disturbed is five or more acres. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

For more information on "What is a common plan of development?" go to:

[www.tceq.texas.gov/permitting/stormwater/common\\_plan\\_of\\_development\\_steps.html](http://www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html)

For further information, go to the TCEQ stormwater construction webpage at:

[www.tceq.texas.gov/goto/construction](http://www.tceq.texas.gov/goto/construction) and search for "Additional Guidance and Quick Links". If

you have any further questions about this item, please call the stormwater technical staff at (512)239-4671.

**g) Identify the water body(s) receiving stormwater runoff**

The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

**h) Identify the segment number(s) of the classified water body(s)**

Identify the classified segment number(s) receiving a discharge directly or indirectly. Go to the following link to find the segment number of the classified water body where stormwater will flow from the site: [www.tceq.texas.gov/waterquality/monitoring/viewer.html](http://www.tceq.texas.gov/waterquality/monitoring/viewer.html)

You may also find the segment number in TCEQ publication GI-316:  
[www.tceq.texas.gov/publications/gi/gi-316](http://www.tceq.texas.gov/publications/gi/gi-316)

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)
- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at (512)239-4671 for further assistance.

**i) Discharge into MS4 – Identify the MS4 Operator**

The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the NOI submitted to TCEQ. For assistance, you may call the technical staff at (512)239-4671.

**j) Surface Water bodies on list of impaired waters – Identify the impaired water body(s)**

Indicate Yes or No if any surface water bodies receiving discharges from the construction site are on the latest EPA-approved CWA 303(d) List of impaired waters. Provide the name(s) of surface water bodies receiving discharges or potential discharges from the construction site that are on the latest EPA-approved CWA 303(d) List of impaired waters. The EPA-approved CWA 303(d) List of impaired waters in Texas can be found at:

[www.tceq.texas.gov/waterquality/assessment/305\\_303.html](http://www.tceq.texas.gov/waterquality/assessment/305_303.html)

NOTE: Do not use any "draft" documents.

**k) Discharges to the Edwards Aquifer Recharge Zone and Certification**

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at: [www.tceq.texas.gov/field/eapp/viewer.html](http://www.tceq.texas.gov/field/eapp/viewer.html)

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin. The certification must be answered "Yes" for coverage under the Construction General Permit. The TCEQ approved plan must be readily available for TCEQ staff to review at the time that the NOI is submitted.

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

**5. CERTIFICATIONS**

Failure to indicate **Yes** to ALL of the certification items may result in denial of coverage under the general permit.

**a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)**

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper NOI is postmarked for delivery to the TCEQ. (Electronic applications submitted through ePermits have immediate provisional coverage). You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site: [www.tceq.texas.gov/goto/construction](http://www.tceq.texas.gov/goto/construction)

**b) Certification of Legal Name**

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at (512)463 5555, for more information related to filing in Texas.

**c) Understanding of Notice of Termination**

A permittee shall terminate coverage under this Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

**d) Certification of Stormwater Pollution Prevention Plan**

The SWP3 identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and

filter stormwater, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI. The SWP3 must be available for a TCEQ investigator to review on request.

**Operator Certification:**

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

**IF YOU ARE A CORPORATION:**

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

**IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:**

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at (512)239-0600.

**30 Texas Administrative Code**

**§305.44. Signatories to Applications**

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Copy

## Texas Commission on Environmental Quality General Permit Payment Submittal Form

**Use this form to submit your Application Fee only if you are mailing your payment.**

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

### Mail this form and your check to:

#### *BY REGULAR U.S. MAIL*

Texas Commission on Environmental  
Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, TX 78711-3088

#### *BY OVERNIGHT/EXPRESS MAIL*

Texas Commission on Environmental  
Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, TX 78753

|               |                           |
|---------------|---------------------------|
| Fee Code: GPA | General Permit: TXR150000 |
|---------------|---------------------------|

1. Check / Money Order No:
2. Amount of Check/Money Order:
3. Date of Check or Money Order:
4. Name on Check or Money Order:
5. NOI INFORMATION

If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

See Attached List of Sites (If more space is needed, you may attach a list.)

Project/Site (RE) Name:

Project/Site (RE) Physical Address:

Staple Check in This Space



**Notice of Termination (NOT)  
for Authorizations under  
TPDES General Permit TXR150000**

**TCEQ Office Use Only**  
Permit No.:  
RN:  
CN:



**Sign up now for on line NOT at <https://www6.tceq.texas.gov/steers/>**  
**Get your NOT Confirmation letter immediately after submitting the on line NOT form.**

**What is the permit number to be terminated?**

**Processing will be delayed without the permit number. TXR15\_\_\_\_\_**

**A. OPERATOR (applicant)**

1. What is the Customer Number (CN) issued to this entity? CN

2. What is the full Legal Name of the current permittee?

*This must be the current permittee of the permit to be terminated.*

3. What is the applicant's mailing address as recognized by the **US Postal Service**?

Address: Suite No./Bldg. No./Mail Code:

City: State: ZIP Code:

Country Mailing Information (if outside USA). Country Code: Postal Code:

4. Phone No.: ( )

Extension:

5. Fax No.: ( )

E-mail Address:

**B. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE**

1. What is the TCEQ Issued RE Reference Number (RN)? RN

2. Name of Project or Site as currently permitted):

WSD and Paving to serve Meridiana Commercial, Sec 68

(example: phase and name of subdivision or name of project that's unique to the site)

3. Physical Address of Project or Site as currently permitted: (enter in spaces below)

Street Number: Street Name:

City: ZIP Code: County (Counties if >1):

4. If no physical address (Street Number & Street Name), provide the written location access description to the site:

**C. REASON FOR TERMINATION**

Check the reason for termination:

- ☐ Final stabilization has been achieved on all portions of the site that are the responsibility of the Operator and all silt fences and other temporary erosion controls have either been removed, or scheduled for removal as defined in the SWP3.
- ☐ Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been defined in the SWP3 have been transferred to the new Operator.
- ☐ The activity is now authorized under an alternate TPDES permit.
- ☐ The activity never began at this site that is regulated under the general permit.

**D. CERTIFICATION**

I, \_\_\_\_\_ Title  
Typed or printed name

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Use blue ink)

**Notice of Termination (NOT) for Authorizations under  
TPDES General Permit TXR150000  
General Information and Instructions**

**GENERAL INFORMATION**

Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL  
Texas Commission on Environmental Quality  
Stormwater Processing Center (MC228)  
P.O. Box 13087  
Austin, TX 78711-3087

BY OVERNIGHT/EXPRESS MAIL  
Texas Commission on Environmental Quality  
Stormwater Processing Center (MC228)  
12100 Park 35 Circle  
Austin, TX 78753

TCEQ Contact list:

|  |  |
|--|--|
| Application Processing Questions relating to the status and form requirements:     | 512/239-3700 or <a href="mailto:swpermit@tceq.texas.gov">swpermit@tceq.texas.gov</a> |
| Technical Questions relating to the general permit:                                | 512/239-4671   |
| Environmental Law Division:  | 512/239-0600   |
| Records Management for obtaining copies of forms submitted to TCEQ:                | 512/239-0900   |
| Information Services for obtaining reports from program data bases (as available): | 512/239-DATA (3282)  |
| Financial Administration's Cashier's office:                                       | 512/239-0357 or 512/239-0187   |

**Notice of Termination Process:**

A Notice of Termination is **effective on the date postmarked for delivery to TCEQ**.

When your NOT is received by the program, the form will be processed as follows:

**1. Administrative Review:** The form will be reviewed to confirm the following:

- the permit number is provided
- the permit is active and has been approved
- the entity terminating the permit is the current permittee
- the site information matches the original permit record
- the form has the required original signature with title and date

**2. Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a phone call will be made to the applicant to clear the deficiency. A letter will not be sent to the permittee if unable to process the form.

**3. Confirmation of Termination:** A Notice of Termination Confirmation letter will be mailed to the operator.

**General Permit (Your Permit)**

Coverage under the general permit begins **48 hours after a completed NOI is postmarked for delivery to the TCEQ**. You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site [www.tceq.texas.gov](http://www.tceq.texas.gov)

**General Permit Forms**

The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) with instructions are available in Adobe Acrobat PDF format on the TCEQ web site [www.tceq.texas.gov](http://www.tceq.texas.gov).

**Change in Operator**

An authorization under the general permit is not transferable. If the operator or owner of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted not later than 10 days prior to the change in Operator status.

**TCEQ Central Registry Core Data Form**

The Core Data Form has been incorporated into this form. **Do not send a core data form to TCEQ.**

After final acknowledgment of coverage under the general permit, the program will assign a Customer Number (CN) and Regulated Entity Number (RN). For Construction Permits, a new RN will be assigned for each Notice of Intent filed with TCEQ, since construction project sites can overlap with other Customers. The RN assigned to your construction project will not be assigned to any other TCEQ authorization.

You can find the information on the Central Registry web site at [www12.tceq.texas.gov/crpub/](http://www12.tceq.texas.gov/crpub/). You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled "Additional ID". Capitalize all letters in the permit number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

**Annual Water Quality Fee:** This fee is assessed to operators with an active authorization under the general permit on September 1 of each year. The operator will receive an invoice for payment of the annual fee in November of each year. The payment will be due 30 days from the invoice date. A 5% penalty will be assessed if the payment is received by TCEQ after the due date. Annual fee assessments cannot be waived as long as the authorization under the general permit is active on September 1.

It's important for the operator to submit a **Notice of Termination (NOT)** when coverage under the general permit is no longer required. A NOT is effective on the postmarked date of mailing the form to TCEQ. It is recommended that the NOT be mailed using a method that documents the date mailed and received by TCEQ.

- **Mailed Payments:**

You must return your payment with the billing coupon provided with the billing statement.

- **ePAY Electronic Payment:**

Go to [www6.tceq.texas.gov/epay/](http://www6.tceq.texas.gov/epay/)

You must enter your account number provided at the top portion of your billing statement. Payment methods include Mastercard, Visa, and electronic check payment (ACH). A transaction over \$500 can only be made by ACH.

## INSTRUCTIONS FOR FILLING OUT THE NOT FORM

### A. OPERATOR (current permittee.)

1. TCEQ Issued Customer Number (CN)

2. Legal Name of Operator

The operator must be the same entity as previously submitted on the original Notice of Intent for the permit number provided.

3. Operator Mailing Address

Provide a complete mailing address for receiving mail from the TCEQ. Update the address if different than previously submitted in the Notice of Intent or Notice of Change.

4. Phone Number, Fax Number, and E-mail Address

Provide updated contact information.

### B. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

1. Regulated Entity Reference Number (RN)

2. Site/Project Name/Regulated Entity

Provide the name of the site as previously submitted in the Notice of Intent for the permit number provided.

3. Site/Project (RE) Physical Address

Provide the physical address or location access description as previously submitted for the permit number provided.

### C. REASON FOR TERMINATION

Indicate the reason for terminating the permit by checking one of the options. If the reason is not listed then provide an attachment that explains the reason for termination.

Please read your general permit carefully to determine when to terminate your permit. Permits will not be reactivated after submitting a termination form. The termination is effective on the date postmarked for delivery to TCEQ.

### D. CERTIFICATIONS

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

#### IF YOU ARE A CORPORATION:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

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§305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at 512/239-0600.

### **30 Texas Administrative Code**

#### **§305.44. Signatories to Applications.**

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Copy

Monday, January 11, 2021

Mayor Michael Byrum-Bratsen  
c/o City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

**Re: Meridiana Commercial Reserve No. 1 Final Plat  
GR-MI, Ltd.  
Early Plat Application Request  
Letter of Recommendation**

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 January 6, 2021 from GR-MI, Ltd. for Meridiana Commercial Reserve No. 1. GR-MI, Ltd is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

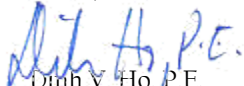
Infrastructure construction plans associated with this plat is named Meridiana Commercial Section 68 and was approved in December 2020. Per the Ordinance, the required cash deposit shall be 110% of infrastructure construction cost. The total cash deposit shall be \$507,670.79. The 2% administrative fee is \$10,153.42. Below is the breakdown of construction costs, cash deposit and administrative fee:

| MERIDIANA COMMERCIAL RESERVE NO. 1 - MERIDIANA SEC 68 COMMERCIAL                |                        |                      |                                    |                               |
|---|------------------------|----------------------|------------------------------------|-------------------------------|
| Contract  | Contractor             | Original Contract    | Public Infrastructure Portion Only | Applicable Early Plat Portion |
| Water, Sanitary, Drainage and SWPPP   | Triple B Services, LLP | \$ 890,857.40        | \$ 461,518.90                      | \$ 461,518.90                 |
| <b>Totals</b>   |                        | <b>\$ 890,857.40</b> | <b>\$ 461,518.90</b>               | <b>\$ 461,518.90</b>          |
| <i>Public Infrastructure Portion Only</i>                                       |                        |                      |                                    | <b>\$ 461,518.90</b>          |
| <i>Contingency @ 10%</i>  |                        |                      |                                    | <b>\$ 46,151.89</b>           |
| <i>Total Escrow of Cash Deposit due to City (within 10 days of CC approval)</i> |                        |                      |                                    | <b>\$ 507,670.79</b>          |
| <i>Administrative Fee @ 2% of \$507,670.49, Due at time of application</i>      |                        |                      |                                    | <b>\$ 10,153.42</b>           |

We have reviewed the early plat request and supporting documentation. Based on our review, we have no objections to approving the Early Plat Application request for Meridiana Commercial Reserve No. 1.

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))  
Brian Aarseth, Rise Communities ([brian@risecommunities.net](mailto:brian@risecommunities.net))

| MERIDIANA COMMERCIAL RESERVE NO. 1 - MERIDIANA SEC 68 COMMERCIAL                |                        |                      |                                    |                               |
|---|------------------------|----------------------|------------------------------------|-------------------------------|
| Contract  | Contractor             | Original Contract    | Public Infrastructure Portion Only | Applicable Early Plat Portion |
| Water, Sanitary, Drainage and SWPPP   | Triple B Services, LLP | \$ 890,857.40        | \$ 461,518.90                      | \$ 461,518.90                 |
| <b>Totals</b>   |                        | <b>\$ 890,857.40</b> | <b>\$ 461,518.90</b>               | <b>\$ 461,518.90</b>          |
| <i>Public Infrastructure Portion Only</i>                                       |                        |                      |                                    | <b>\$ 461,518.90</b>          |
| <i>Contingency @ 10%</i>  |                        |                      |                                    | <b>\$ 46,151.89</b>           |
| <i>Total Escrow of Cash Deposit due to City (within 10 days of CC approval)</i> |                        |                      |                                    | <b>\$ 507,670.79</b>          |
| <i>Administrative Fee @ 2% of \$507,670.49, Due at time of application</i>      |                        |                      |                                    | <b>\$ 10,153.42</b>           |

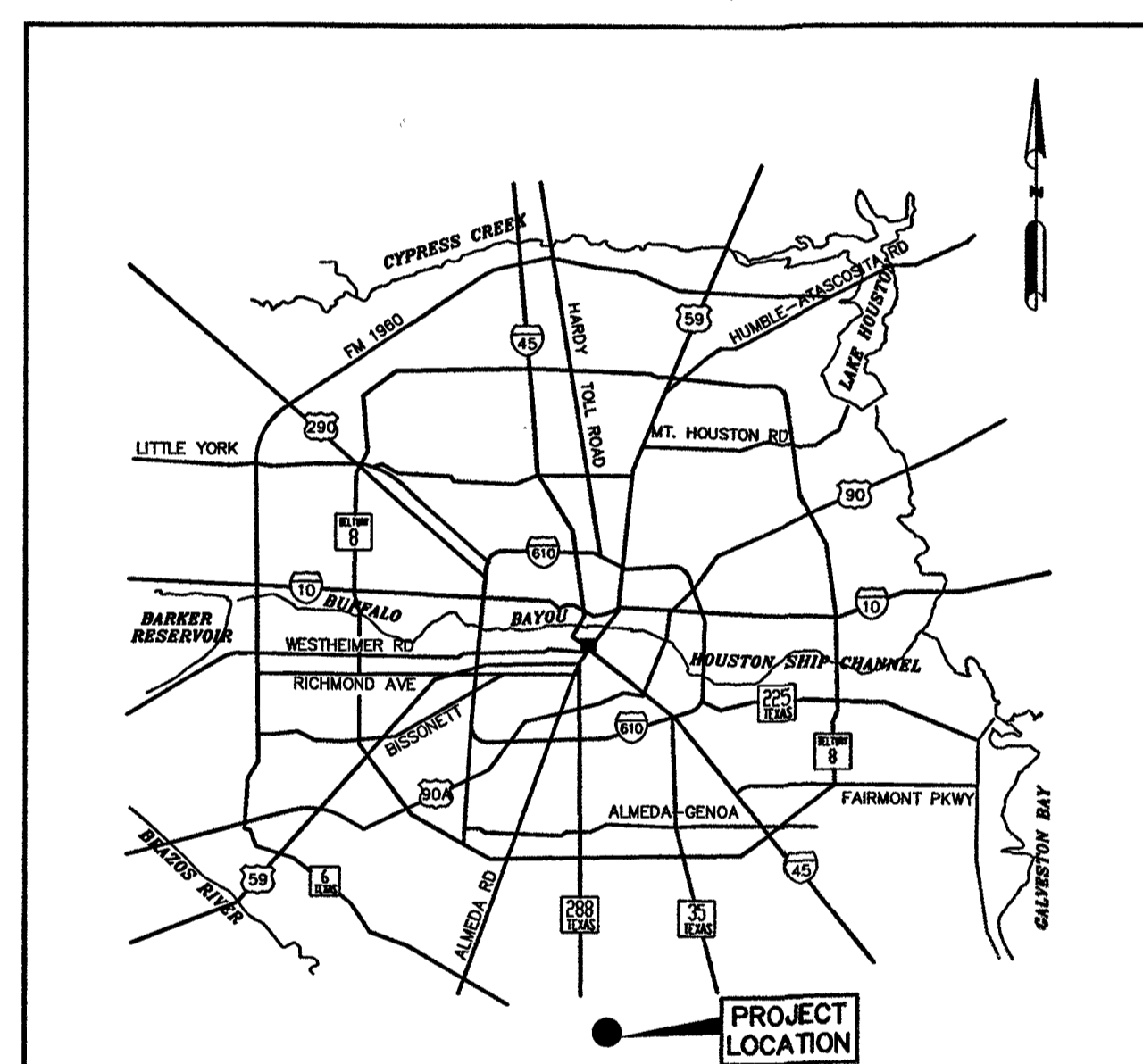
*Public Infrastructure Portion Only*

|  |    |            |
|--|----|------------|
| <i>Water Distribution</i>                    | \$ | 64,713.15  |
| <i>Wastewater Collection</i>                 | \$ | 106,958.00 |
| <i>Storm Water Collection</i>                | \$ | 288,947.75 |
| <i>Storm Water Pollution Prevention Plan</i> | \$ | 900.00     |

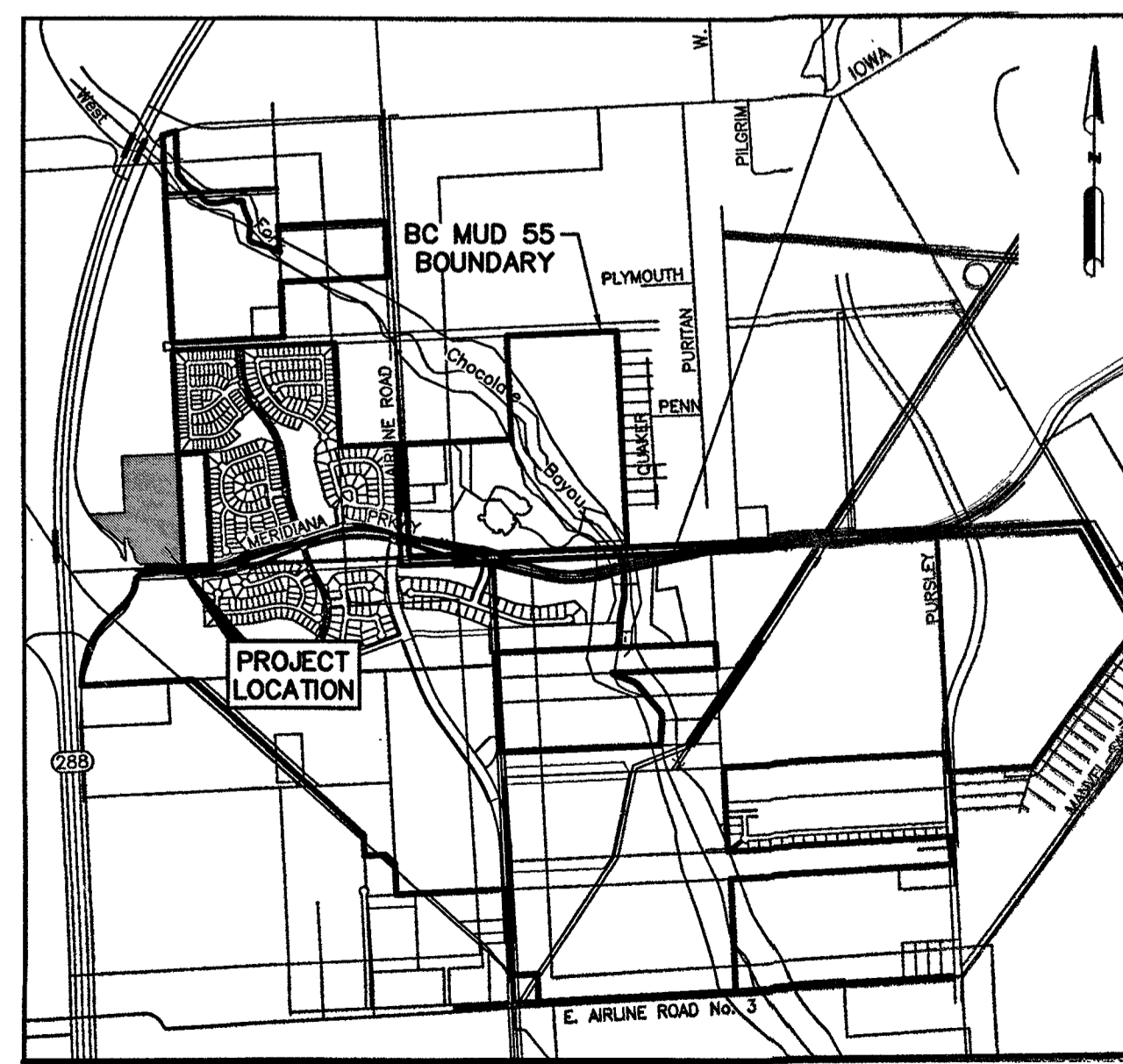
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# BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

## PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE MERIDIANA COMMERCIAL SECTION SIXTY EIGHT IOWA COLONY, TEXAS

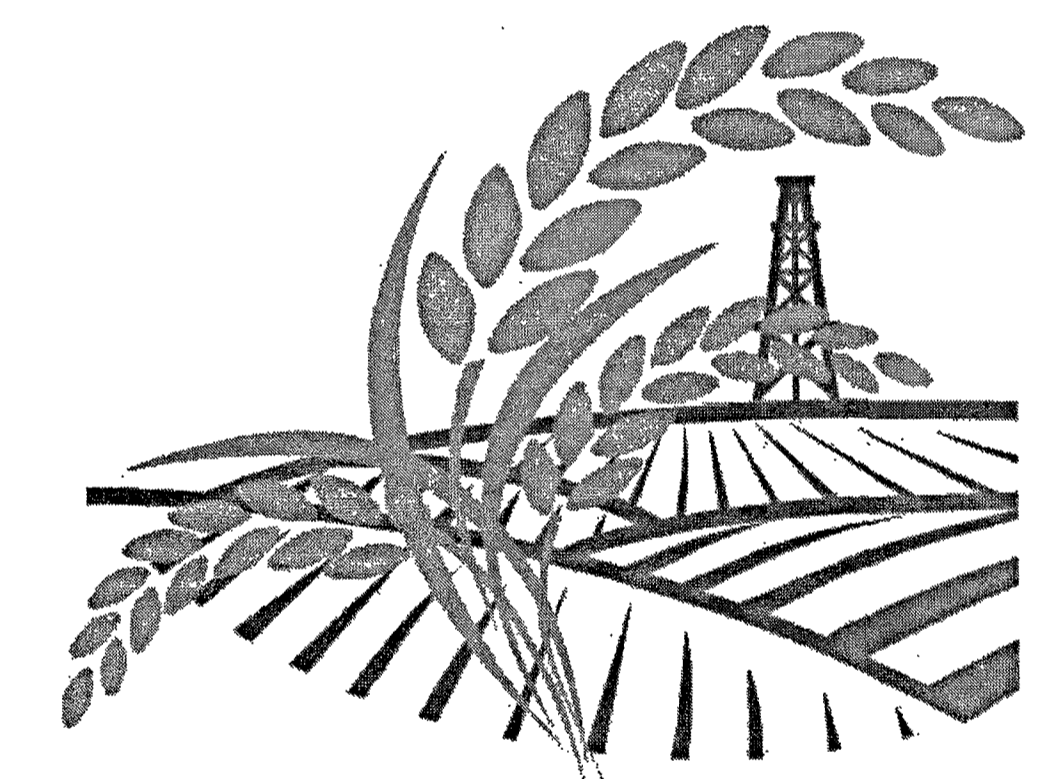


LOCATION MAP  
N.T.S.

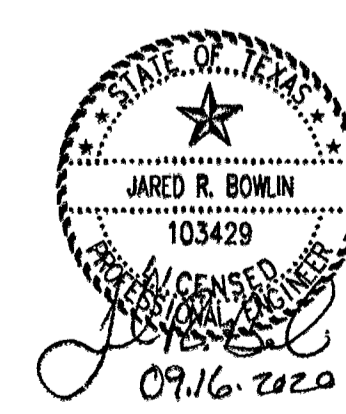


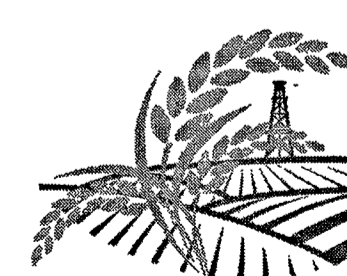
VICINITY MAP  
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KEY MAP NO. 692 K & L

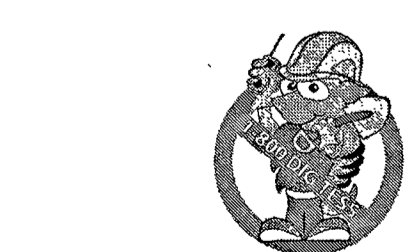
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# CITY OF IOWA COLONY



|  |                    |
|--|--------------------|
| CITY OF IOWA COLONY  |                    |
| DEPARTMENT OF PUBLIC WORKS AND ENGINEERING   |                    |
| THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY. |                    |
| <i>Michael Byrum-Grasten</i><br>MICHAEL BYRUM-GRASTEN, MAYOR   | 12/18/2020<br>DATE |
| <i>Jared R. Bowen</i><br>JARED R. BOWEN, P.E., CITY ENGINEER   | 12/18/2020<br>DATE |
|  CITY OF IOWA COLONY  |                    |
| NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES  |                    |



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48 HOURS NOTICE BEFORE YOU DIG, DRILL,  
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SEPTEMBER 2020

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TBPE No. F-726 | TBPLS No. 10092300

NOTE:  
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o  
Adico, LLC (Dinh V. Ho, P.E. ☎ 832-895-1093 OR  
INSPECTIONS@adico-llc.com) 48 HOURS BEFORE  
COMMENCING WORK.

CIOC Project No. EPR2-200813-0899  
Adico, LLC Project No. 16007-3-246

P-3988

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

REVISED MARCH 4, 2015

1. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS, AT A MINIMUM, MEET TCEQ'S RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS.

2. AN APPOINTED ENGINEER SHALL NOTIFY IN WRITING THE LOCAL TCEQ'S REGIONAL OFFICE WHEN CONSTRUCTION WILL START. PLEASE KEEP IN MIND THAT UPON COMPLETION OF THE WATER WORKS PROJECT, THE ENGINEER OR OWNER SHALL NOTIFY THE COMMISSION'S WATER SUPPLY DIVISION, IN WRITING, AS TO ITS COMPLETION AND ATTEST TO THE FACT THAT THE WORK HAS BEEN COMPLETED ESSENTIALLY ACCORDING TO THE PLANS AND CHANGE ORDERS ON FILE WITH THE COMMISSION AS REQUIRED IN 30 TAC §290.39(H)(3).

3. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI, AS REQUIRED BY 30 TAC §290.44(A)(1).

4. PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PI) AND HAVE AN ASTM DESIGN PRESSURE RATIO OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS, AS REQUIRED BY 30 TAC §290.44(A)(2).

5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY, AS REQUIRED BY 30 TAC §290.44(A)(3).

6. WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE, AS REQUIRED BY 30 TAC §290.44(A)(4).

7. PURSUANT TO 30 TAC §290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.

• THE HYDROSTATIC LEAKAGE RATE FOR POLY(VINYL CHLORIDE) (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$Q = \frac{LD}{148,000} \sqrt{\frac{P}{S}}$$

WHERE:

- Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
- L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
- D = THE NORMAL DIAMETER OF THE PIPE IN INCHES, AND
- P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI)

• THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;

$$L = \frac{SD}{148,000} \sqrt{\frac{P}{S}}$$

WHERE:

- L = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
- S = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
- D = THE NORMAL DIAMETER OF THE PIPE IN INCHES, AND
- P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).

8. THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT.

9. THE SYSTEM MUST BE DESIGNED TO MAINTAIN A MINIMUM PRESSURE OF 35 PSI AT ALL POINTS WITHIN THE DISTRIBUTION NETWORK AT FLOW RATES OF AT LEAST 1.5 GALLONS PER MINUTE PER CONNECTION. WHEN THE SYSTEM IS INTENDED TO PROVIDE FRICTION-LOSS CAPABILITY, IT MUST ALSO BE DESIGNED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI UNDER COMBINED FIRE AND DRINKING WATER FLOW CONDITIONS AS REQUIRED BY 30 TAC §290.44(D).

10. THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES IN THE DISTRIBUTION SYSTEM AT ALL POINTS WHERE TOPOGRAPHY OR OTHER FACTORS MAY CREATE AIR LOCKS IN THE LINES. ALL VENT OPENINGS TO THE ATMOSPHERE SHALL BE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT AS REQUIRED BY 30 TAC §290.44(D)(1).

11. PURSUANT TO 30 TAC §290.44(D)(4), ACCURATE WATER METERS SHALL BE PROVIDED. SERVICE CONNECTIONS AND METER LOCATIONS SHOULD BE SHOWN ON THE PLANS.

12. PURSUANT TO 30 TAC §290.44(D)(5), SUFFICIENT VALVES AND BLOWOFFS TO MAKE REPAIRS. THE ENGINEERING REPORT SHALL ESTABLISH CRITERIA FOR THIS DESIGN.

13. PURSUANT TO 30 TAC §290.44(D)(6), THE SYSTEM SHALL BE DESIGNED TO AFFORD EFFECTIVE CIRCULATION OF WATER WITH A MINIMUM OF DEAD ENDS. ALL DEAD-END MAINS SHALL BE PROVIDED WITH ACCEPTABLE FLUSH VALVES AND DISCHARGE PIPING. ALL DEAD-END LINES LESS THAN TWO INCHES IN DIAMETER WILL NOT REQUIRE FLUSH VALVES IF THEY END AT A CUSTOMER SERVICE. WHERE DEAD ENDS ARE NECESSARY AS A STAGE IN THE GROWTH OF THE SYSTEM, THEY SHALL BE LOCATED AND ARRANGED TO ULTIMATELY CONNECT THE ENDS TO PROVIDE CIRCULATION.

14. THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES AND SEPTIC TANK DRAINFIELDS. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET 30 TAC §290.44(E)(1)-(4) OF THE CURRENT RULES.

15. PURSUANT TO 30 TAC §290.44(E)(5), THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 16 FEET AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT.

16. PURSUANT TO 30 TAC §290.44(E)(6), FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION.

17. PURSUANT TO 30 TAC §290.44(E)(7), SUCTON MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE.

18. PURSUANT TO 30 TAC §290.44(F)(8), WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS.

19. PURSUANT TO 30 TAC §290.44(F)(1), THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.

20. PURSUANT TO 30 TAC §290.44(F)(2), WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATER MAIN SHALL BE INSTALLED IN A SEPARATE WATER TIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED.

21. THE CONTRACTOR SHALL DISINFECT THE NEW WATER MAINS IN ACCORDANCE WITH AWWA STANDARD C-651 AND THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATER LINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER, IN ACCORDANCE WITH 30 TAC §290.44(F)(3).

## WATER LINE NOTES

1. ALL STATIONS AND OFFSETS ARE FROM CENTERLINE OF STREET RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL CONSTRUCT THE PROPOSED WATER MAINS WITH THE REVISED SPECIFICATIONS RELATING TO EXCAVATION, TRENCHING AND BACKFILLING FOR WATER MAINS.
3. ALL WATER MAINS 4-INCH THRU 12-INCH IN DIAMETER, IF NOT SPECIFIED OTHERWISE, SHALL BE AWWA C-900 PVC PIPE.
4. ALL FIRE HYDRANTS ARE TO BE LOCATED AS SHOWN ON PLANS AND SET 3 FEET BEHIND BACK OF CURB, UNLESS OTHERWISE NOTED.
5. ALL BLOW-OFF VALVES SHALL BE 2-INCH UNLESS OTHERWISE NOTED.

6. UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL PROVIDE FOR A MINIMUM OF 12 INCHES OF CLEARANCE AT ALL SANITARY SEWER AND WATER LINE CROSSINGS, AND AT ALL WATER LINE AND STORM SEWER CROSSINGS.

7. NO CONNECTIONS SHALL BE MADE TO EXISTING WATER LINES UNTIL ALL PROPOSED WATER LINES HAVE BEEN THOROUGHLY CLEANED, TESTED, DISINFECTED AND APPROVED BY THE ENGINEER.

8. TEST PROCEDURE: THE ALLOWABLE HYDROSTATIC LEAKAGE RATE FOR PVC PIPE SHALL BE BASED ON THE FOLLOWING FORMULA:  $Q = \frac{LD}{148,000} \sqrt{\frac{P}{S}}$  WHERE:

- Q = THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR,
- L = THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET,
- D = THE NORMAL DIAMETER OF THE PIPE IN INCHES, AND
- P = THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI)

9. ALL BACKFILL SHALL BE COMPACTED AS RECOMMENDED IN THE GEOTECHNICAL REPORT.

ALL DISINFECTION WILL BE ACCORDING TO PROCEDURES DISCRIBED IN TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ARTICLE 290.44 WATER DISTRIBUTION.

THE CONTRACTOR SHALL COMPLY WITH APPLICABLE SECTIONS OF AWWA C-651-86 FOR PIPING SYSTEMS.

## SANITARY SEWER NOTES

1. ALL STATIONS AND OFFSETS ARE FROM CENTERLINE OF STREET RIGHT-OF-WAY UNLESS OTHERWISE NOTED. SANITARY LATERALS ARE STATIONED ALONG THE SEWER CENTERLINE.
2. ALL SEWERS SHALL BE TESTED FOR EXCESS DEFLECTION IN PIPE CROSS SECTION, FOR LATERAL AND VERTICAL PIPE OBSTRUCTION, AND FOR JOINT OFFSETS, BY PULLING A MANDREL THROUGH THE PIPE BY HAND. THE MANDREL SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILLING HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5% OBSTRUCTIONS ENCOUNTERED SHALL BE REPAIRED AT NO ADDITIONAL COST TO OWNER. MANDREL AND TEST EQUIPMENT SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONDUCTING THE TEST.

UNLESS OTHERWISE NOTED, PLACEMENT OF UTILITIES IN EASEMENTS SHALL BE GOVERNED BY THE STANDARD 10-FOOT AND 14-FOOT EASEMENTS AS ADOPTED BY THE UTILITY COORDINATING COMMITTEE FOR THE IOWA COLONY METROPOLITAN AREA STANDARD DRAWING AS CURRENTLY AMENDED.

USE BEDDING AND BACKFILL PER DETAIL UNLESS FIELD CONDITIONS DICTATE OTHERWISE. CONTRACTOR TO NOTIFY ENGINEER OF WET TRENCH CONDITIONS PRIOR TO LAYING PIPE. USE CEMENT STABILIZED SAND AND BACKFILL TO WITHIN 1 FOOT OF PROPOSED OR EXISTING PAVEMENT SUBGRADE. BEDDING, CEMENT STABILIZED SAND AND/OR BACKFILL SHALL BE CONSIDERED AS SUBSIDIARY TO THE PAY ITEM FOR PIPE AND SHALL NOT BE PAID FOR DIRECTLY.

UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL PROVIDE FOR A MINIMUM OF 12 INCHES OF CLEARANCE AT ALL SANITARY SEWER AND WATER LINE CROSSINGS, AND AT ALL SANITARY SEWER AND STORM SEWER CROSSINGS.

SANITARY SEWER MANHOLE RIMS OUTSIDE OF PROPOSED PAVING WILL BE SET 3" - 6" ABOVE THE SURROUNDING LEVEL FINISHED GRADE AFTER PAVING WITH SLOPED BACKFILL ADDED FOR STORM WATER DRAINAGE AWAY FROM THE MANHOLE RIM PER ASTM F477.

UNLESS OTHERWISE NOTED, ALL SANITARY SEWERS SHALL BE CONSTRUCTED OF S.D.R.-26 P.V.C., AND SHALL MEET A.S.T.M. D3034 AND D3212 SPECIFICATIONS. ALL SANITARY SEWERS SHALL HAVE RUBBER GASKETED BELL AND SPIGOT CONNECTIONS.

UNLESS OTHERWISE NOTED SANITARY SEWER MANHOLES SHALL BE PRECAST CONCRETE MANHOLES AS PER DETAIL.

NO CONNECTIONS SHALL BE MADE TO EXISTING SANITARY SEWER LINES UNTIL ALL PROPOSED SEWER LINES HAVE BEEN THOROUGHLY CLEANED, TESTED AND APPROVED BY THE ENGINEER.

WHENEVER THE MANHOLE COVERS ARE LOCATED BELOW THE 100 YEAR FLOOD PLAIN ELEVATION THEY SHALL BE GASKETED AND BOLTED AS DESCRIBED IN 317.2 OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES.

LOW-PRESSURE AIR TEST. THIS TEST SHALL CONFORM TO THE PROCEDURE DESCRIBED IN ASTM C-828, ASTM C-924 OR OTHER APPROPRIATE PROCEDURES. FOR SAFETY REASONS, AIR TESTING OF SECTIONS OF PIPE SHALL BE LIMITED TO LINES LESS THAN 36-INCH AVERAGE INSIDE DIAMETER. LINES 36-INCH AVERAGE INSIDE DIAMETER AND LARGER MAY BE AIR TESTED AT EACH JOINT. THE MAXIMUM TIME ALLOWABLE FOR THE PRESSURE TO DROP FROM 3.5 POUNDS PER SQUARE INCH GAUGE TO 2.5 POUNDS PER SQUARE INCH GAUGE DURING A JOINT TEST, REGARDLESS OF PIPE SIZE, SHALL BE 20 SECONDS. FOR SECTIONS OF PIPE LESS THAN 36-INCH AVERAGE INSIDE DIAMETER, THE MINIMUM TIME ALLOWABLE FOR THE PRESSURE TO DROP FROM 3.5 POUNDS PER SQUARE INCH GAUGE TO 2.5 POUNDS PER SQUARE INCH GAUGE SHALL BE COMPUTED BY THE FOLLOWING EQUATIONS:

$$T = 0.0850(D)(K)/(Q) \text{ WHERE } T = \text{TIME FOR PRESSURE TO DROP 1.0 POUNDS PER SQUARE INCH GAGE IN SECONDS}$$

$$K = 0.000419(D)(L), \text{ BUT NOT LESS THAN } 1.0$$

$$D = \text{AVERAGE INSIDE DIAMETER IN INCHES}$$

$$L = \text{LENGTH OF LINE OF SAME PIPE SIZE IN FEET}$$

$$Q = \text{RATE OF LOSS, ASSUME } 0.0015 \text{ CU FT/MIN/SQ FT INTERNAL SURFACE}$$

S.D.R.-26 PVC PIPE TO USE "FULL BODIED" S.D.R.-26 FITTINGS.

ALL PVC PIPE TO HAVE CELL CLASS 12454 A OR B AS PER ASTM D 1784.

NO MORE THAN 2 HOURS SHALL ELAPSE BETWEEN MIXING AND PLACEMENT OF CEMENT STABILIZED SAND.

ALL BACKFILL SHALL BE COMPACTED AS RECOMMENDED IN THE GEOTECHNICAL REPORT.

## PAVING AND DRAINAGE NOTES

1. ALL STATIONS AND OFFSETS ARE FROM CENTERLINE OF STREET RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
2. PAVING SHALL BE CONSTRUCTED TO THE LINES AND GRADES SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS.
3. ALL RETURNS SHALL HAVE 25-FOOT RADIUS AT FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL DRIVEWAYS WILL BE LOCATED TO AVOID EXISTING CURB INLET STRUCTURES.
5. SITE FILL SHALL BE COMPACTED IN LIFTS AS RECOMMENDED IN THE GEOTECHNICAL REPORT.
6. ALL STORM SEWER MANHOLES SHALL BE TYPE "C" UNLESS OTHERWISE NOTED.
7. ALL STORM INLETS SHOWN SHALL BE TYPE B-B.
8. ALL STORM SEWER PIPES 24-INCH AND LARGER TO BE REINFORCED CONCRETE PIPE A.S.T.M. (C-76, CLASS III), WITH RUBBER GASKETED BELL AND SPIGOT JOINTS INCLUDING INLET LEADS CROSSING EXISTING OR PROPOSED PAVEMENT, SHALL BE INSTALLED, BEDDED AND BACKFILLED IN ACCORDANCE WITH DETAILS..
9. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 12 INCHES CLEARANCE AT STORM SEWER AND WATER LINE CROSSINGS AND AT STORM SEWER AND SANITARY SEWER CROSSINGS.
10. ALL PROPOSED PIPE STUB-OUTS FROM MANHOLES OR INLETS TO BE PLUGGED WITH 8-INCH BRICK WALLS UNLESS OTHERWISE NOTED.
11. ALL SEWERS UNDER OR WITHIN 1 FOOT OF PROPOSED OR FUTURE PAVEMENT SHALL BE BACKFILLED WITH 1.1 SACK PER TON (1.5 SACK PER CUBIC YARD) CEMENT STABILIZED SAND TO WITHIN 1 FOOT OF SUBGRADE.
12. BEDDING AND BACKFILL OF CEMENT-STABILIZED SAND SHALL BE 1 FOOT ABOVE THE TOP OF THE PIPE FOR ALL STORM SEWER PIPE SIZES.
13. ALL STORM SEWER MANHOLE RIMS LOCATED OUTSIDE THE PROPOSED PAVING SHALL BE SET TO PROPOSED FINISH OR EXISTING FINISH GRADE ELEVATION.
14. RACK OVER EXISTING MANHOLE TO MISS PROPOSED CURB IF CONFLICT EXISTS. (MAXIMUM RACK OF 1 INCH PER COURSE OF BRICK).
15. CONTRACTOR TO OBTAIN ALL PERMITS, NOTIFICATIONS, ETC. WITH THE CITY OF IOWA COLONY AND BRAZORIA COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT PRIOR TO STARTING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOTIFY THE BRAZORIA COUNTY PUBLIC INFRASTRUCTURE DEPARTMENT AND CITY OF IOWA COLONY 24 HOURS IN ADVANCE OF COMMENCING CONSTRUCTION. WRITTEN NOTIFICATION SHALL BE MADE 48 HOURS IN ADVANCE OF COMMENCING CONSTRUCTION.
17. CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS, NOTIFICATIONS, ETC. WITH THE CITY OF IOWA COLONY AND BRAZORIA COUNTY PRIOR TO STARTING CONSTRUCTION OF UTILITIES AND CULVERTS WITHIN COUNTY ROAD RIGHT-OF-WAY.
18. GUIDELINES SET FORTH IN THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE OBSERVED.
19. ALL BACKFILL SHALL BE COMPACTED AS RECOMMENDED IN THE GEOTECHNICAL REPORT.
20. Δ INDICATES MR1-1 STOP SIGN. (24"x24") UNLESS OTHERWISE NOTED.
21. DOUBLE REFLECTORIZED BLUE TRAFFIC MARKERS SHALL BE PLACED 6-INCHES OFFSET OF THE CENTERLINE OF ALL FIRE HYDRANT LOCATIONS BY THE PAVING CONTRACTOR. HYDRANTS LOCATED AT INTERSECTIONS SHALL HAVE A BUTTON PLACED ON EACH STREET.
22. PAVEMENT PANELS TO BE CONSTRUCTED SHALL HAVE SAW CUT WITH CONTROL JOINT AT MAXIMUM 20' SPACING. CONTROL JOINTS TO BE 1/2" WIDE AND 1-1/2" DEPTH. SAWCUT SHALL BE PERFORMED WITHIN 24 HOURS OF PLACEMENT OF CONCRETE PAVEMENT.
23. CONCRETE POURS SHALL BE LIMITED TO NORMAL WORKING HOURS FROM 6AM-6PM MONDAY THROUGH FRIDAY (NO HOLIDAYS)
24. ALL STORM SEWER SYSTEM WITH STATIC WATER SHALL BE INSPECTED PRIOR TO ACCEPTANCE.

## EARTHWORK TECHNICAL SPECIFICATIONS

1. ALL AREAS TO BE EXCAVATED AND FILLED ARE TO BE STRIPPED OF ALL VEGETATION, ORGANICS AND TOPSOIL TO A MINIMUM DEPTH OF 6-INCHES BELOW NATURAL GROUND.
2. ALL FILL AREAS ARE TO BE MUCKED OUT AND CLEANED OUT OF ALL WET AND UNSUITABLE SOILS, VEGETATION, ORGANIC AND DELETERIOUS MATERIAL.
3. ALL AREAS TO BE FILLED ARE TO BE PROOF-ROLL TESTED, UTILIZING A FULLY LOADED SCRAPER, A FULLY LOADED WHEELED FRONT END LOADER, A FULLY LOADED, STREET LEGAL, TANDEM AXLE DUMP TRUCK OR A FULLY LOADED OFF ROAD DUMP TRUCK FOR SOIL STABILITY PRIOR TO PLACEMENT OF FILL MATERIAL (ALL PROOF-ROLL TESTING IS TO BE WITNESSED BY A REPRESENTATIVE FROM THE ENGINEER OR BY A REPRESENTATIVE FROM THE CONSTRUCTION MATERIALS TESTING SERVICE PROVIDER).
4. ALL SOFT OR WEAK AREAS ARE TO BE EXCAVATED TO A DEPTH OF STABLE AND SUITABLE MATERIAL, PROOF ROLL TESTED FOR THE SOIL STABILITY AND BACKFILLED WITH SUITABLE MATERIAL, BACK TO THE ORIGINAL NATURAL GROUND ELEVATION AFTER STRIPPING (IN 8-INCH MAXIMUM LOOSE LIFTS AND COMPACTED TO NINETY-FIVE (95%) PERCENT STANDARD PROCTOR DENSITY ("SPD"), AT OR TWO (2%) PERCENT ABOVE OPTIMUM MOISTURE (OM), PRIOR TO THE PLACEMENT, GRADING AND COMPACTION OF ANY FILL MATERIAL. THE MATERIAL THAT IS EXCAVATED WILL BE DRIED, MIXED WITH SUITABLE DRY MATERIAL, PLACED AND COMPACTED AS SUITABLE FILL MATERIAL. ALL PROOF-ROLL TESTING IS TO BE WITNESSED BY A REPRESENTATIVE FROM THE ENGINEER OR BY A REPRESENTATIVE FROM THE CONSTRUCTION MATERIALS TESTING SERVICE PROVIDER THIS SHALL BE INCIDENTAL TO THE PROOF ROLL BID ITEM. NO ADDITIONAL COMPENSATION FOR OVER EXCAVATION OR DISKING TO PASS PROOF ROLL.
5. ALL FILL MATERIAL IS TO BE PLACED IN 8-INCH MAXIMUM LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (SPD), AT OR 2% ABOVE OPTIMUM MOISTURE (OM), UTILIZING A MINIMUM 6-FOOT WIDE VIBRATORY SHEEPSFOOT COMPACTOR.
6. ALL FILL MATERIAL PLACED, GRADED AND COMPACTED IS TO BE TESTED FOR COMPACTION EFFORT AND MOISTURE CONTENT AS PER GEOTECH REPORT PROVIDED BY TOLUNAY-WONG ENGINEERS INC. DATED MAY 2012.
7. ALL STRIPPINGS ARE TO BE PLACED AND EVENLY GRADED ON FILLED LOTS, AND OTHER FILLED AREAS, AND ON THE SIDE SLOPES OF ALL BORROW PITS, DETENTION BASINS, LAKES, DRAINAGE CHANNELS, DRAINAGE SWALES, ETC.
8. ALL BORROW PIT, DETENTION BASIN, LAKE, DRAINAGE CHANNEL, DRAINAGE SWALE, ETC. SIDE SLOPES, BACKSLOPES SWALES, MAINTENANCE BERMS, ETC. ARE TO BE DRY STRAW HYDRO MULCH SEEDED OR DRILL SEEDED. THE CONTRACTOR IS TO GUARANTEE A "STAND" OF GRASS AND THAT COMPLETE TURF ESTABLISHMENT HAS BEEN ACHIEVED.
9. FINAL GRADE ELEVATIONS INDICATED IN THE FILL AREAS ON THE SPOIL AND/OR GRADING PLANS ARE TO THE TOP OF THE FINAL PLACED FILL MATERIAL AND GRADED STRIPPINGS.

## MISCELLANEOUS NOTES

1. CONTRACTOR TO PROVIDE ALL PIPE WORK EXCAVATION AND BACKFILL, STRUCTURAL FOUNDATION EXCAVATION AND/OR FILL, ACCESS ROAD EXCAVATION AND/OR FILL, AND ALL FINISHED GRADING AND SEEDING TO THE FINISHED ELEVATIONS SHOWN, INCLUDING REQUIRED COMPACTION WORK AND DISPOSAL OF ALL EXCESS EXCAVATED MATERIALS.
2. EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO CITY OF IOWA COLONY STANDARDS.
3. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING EXCAVATION, TRENCHING AND SHORING.
4. UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THE PROJECT WHICH ARE NOT SHOWN ON THE PLANS.
5. CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COORDINATING COMMITTEE AT 713-223-4567 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ASCERTAIN THE LOCATION OF ALL UNDERGROUND UTILITIES IN THE VICINITY OF THIS PROJECT.
6. THE CONTRACTOR SHALL BE LIABLE FOR ALL LEGAL ACTIONS RESULTING FROM CONSTRUCTION ACTIVITY IN THIS PROJECT AND BY ACCEPTING THESE PLANS, AGREES TO HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY CLAIMS OR DAMAGES RESULTING FROM THIS WORK.
7. LOCATION OF CENTERPOINT ENERGY FACILITIES ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY ACTUAL FIELD CHECK. TO STAKE CENTERPOINT ENERGY UNDERGROUND FACILITIES PLEASE CALL THE UTILITY COORDINATION COMMITTEE AT 713-223-4567, OR TOLL FREE 1-800-669-8344 AT LEAST 48 HOURS BEFORE STARTING CONSTRUCTION.
8. WARNING: OVERHEAD ELECTRICAL FACILITIES. OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT CONTRACTOR SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR THE SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR REMOVED CALL CENTERPOINT AT 713-207-7777.
9. CAUTION: UNDERGROUND GAS FACILITIES. LOCATIONS OF CENTERPOINT ENERGY MAIN LINES (TO INCLUDE CENTERPOINT ENERGY, INTRASTATE PIPELINE, LLC, WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT 713-223-4567 OR 1-800-669-8344 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAIN AND SERVICE LINES FIELD LOCATED.
  - WHEN CENTERPOINT ENERGY PIPE LINE MARKINGS ARE NOT VISIBLE, CALL (713) 967-8037 (7:00 A.M. TO 4:30 P.M.) FOR STATUS OF LINE LOCATION REQUEST BEFORE EXCAVATION BEGINS.
  - WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF CENTERPOINT ENERGY FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON-MECHANIZED EXCAVATION PROCEDURES.
  - WHEN CENTERPOINT ENERGY FACILITIES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.
10. THE CONTRACTOR SHALL PLAN, SCHEDULE AND PERFORM HIS WORK TO PROVIDE FOR AND MAINTAIN SAFE PUBLIC TRAFFIC (INGRESS AND EGRESS) AS WELL AS CONVENIENCE TO ALL PROPERTY OWNERS AND BUSINESS ESTABLISHMENTS ALONG THE PROJECT RIGHT-OF-WAY DURING THE CONSTRUCTION PERIOD.
11. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES AND TREES THAT ARE NOT TO BE REMOVED OR RELOCATED.
12. MIXING OF MATERIALS, STORING OF MATERIALS, STORING OF EQUIPMENT OR REPAIRING OF EQUIPMENT WILL NOT BE PERMITTED.
13. CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS.
14. CONTRACTOR TO NOTIFY THE CITY OF IOWA COLONY, CITY ENGINEER, C/O ADICO, LLC 48 HOURS BEFORE COMMENCING WORK (DINH HO 832-895-1093).

## BENCHMARK(S)/FLOODPLAIN:

### LEGEND

| APP. | REVISION | DATE |
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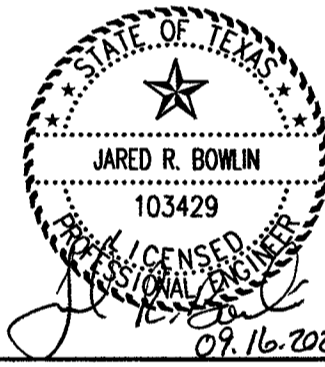
**NOTICE:** FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINE CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

### VERIFICATION OF PRIVATE UTILITY LINES

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION.)  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
APPROVED FOR AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES ONLY. SIGNATURE VALID FOR ONE YEAR.



10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBE No. F-726 | TBEPS No. 10092920

|             |            |                           |
|-------------|------------|---------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68        |
| DSGN. EHRA  | DATE 5/19  | FILE: 2 General Notes.dwg |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1           |
| CHKD. _____ | DATE _____ | DWG. NO. _____            |
| APPR. _____ | DATE _____ | <b>P-3988</b>             |

**BRAZORIA COUNTY MUD NO 55  
IOWA COLONY MERIDIANA  
ACCESS ROAD AND UTILITIES  
TO SERVE POD 68**

## GENERAL NOTES

## CITY OF IOWA COLONY

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

*[Signature]*  
DINH HO, P.E., CITY ENGINEER

12182020  
DATE



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

|                           |               |
|---------------------------|---------------|
| SCALE:<br>HORIZ.<br>VERT. | SHEET 2 OF 30 |
|---------------------------|---------------|

**WARNING**  
OVERHEAD AND UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THE PROJECT WHICH ARE NOT SHOWN ON THE PLANS.  
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, IN THE VICINITY OF THE PROJECT, PRIOR TO BEGINNING CONSTRUCTION.

**BENCHMARK(S)/FLOODPLAIN:**  
NGS Monument No. E-306  
N 13,737,760.03; E 3,117,456.82  
2.0 miles west along the Gulf, Colorado, and Santa Fe railway from the station at Monval, Brazoria County, 0.2 mile west of a shell-road crossing, 5-1/2 feet northwest of mile pole 38, 39 feet south of the south rail, 33 feet north of the centerline of a dirt road, 6.7 feet north of the right-of-way fence, 3 feet west of a white wooden witness post and set in the top of a concrete post about flush with the ground; Stamped E 306 1935, Elev.=52.00' (1991 Adjustment) NAVD 88  
**Floodplain Statement:**  
Based on the effective FIRMs (DATED June 5, 1989) Panel No.48039C010H and 48039C0120H and revised by Letter of Map Revision (LOMR) effective September 28, 2018, all clearing, cut and fill is located inside the limits of the 500 yr floodplain (Zone "X" shaded).

- LEGEND**
- 11 SHEET REFERENCE NUMBERS
  - 2.16 DRAINAGE BOUNDARY
  - 18.68 DRAINAGE AREA IN ACREAGE
  - 30.85 CUMULATIVE ACREAGE
  - 50.80 CUMULATIVE C.F.S.
  - EXTREME EVENT SHEET FLOW
  - T.C. HIGH POINT
  - T.C. LOW POINT
  - EXISTING CONTOUR
  - TRAFFIC SIGN AS NOTED
  - TYPE III BARRICADE

| APP. | REVISION | DATE |
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|      |          |      |

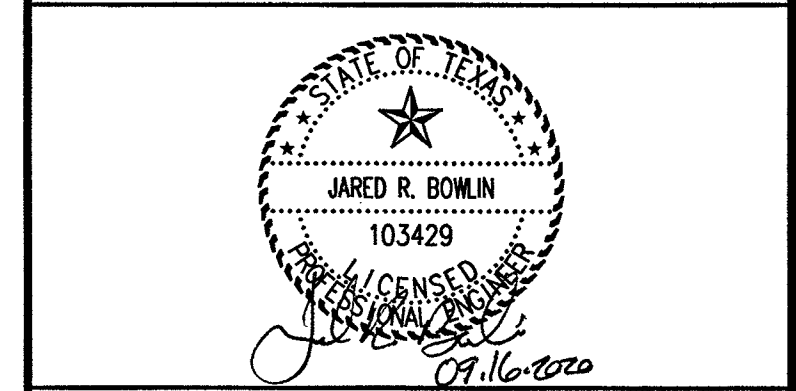
**NOTICE:**  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DO SO THAT UNDERGROUND LINES CAN BE MARKED.  
THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION).  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
APPROVED FOR AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES ONLY.  
SIGNATURE VALID FOR ONE YEAR.



**EHRA** 10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBP# No. F-726 | TBP# No. 10092300  
ENGINEERING THE FUTURE SINCE 1936

|             |            |   |
|-------------|------------|---|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68                          |
| DSGN. EHRA  | DATE 5/19  | FILE: 3-4 Drainage Layout & PLOT SCALE: 1:1 |
| DWN. EHRA   | DATE 5/19  | DWG. NO.                                    |
| CHKD. _____ | DATE _____ | P-3988                                      |
| APPR. _____ | DATE _____ |   |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

**PAVING, SIGNAGE AND**  
**DRAINAGE AREA MAP**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

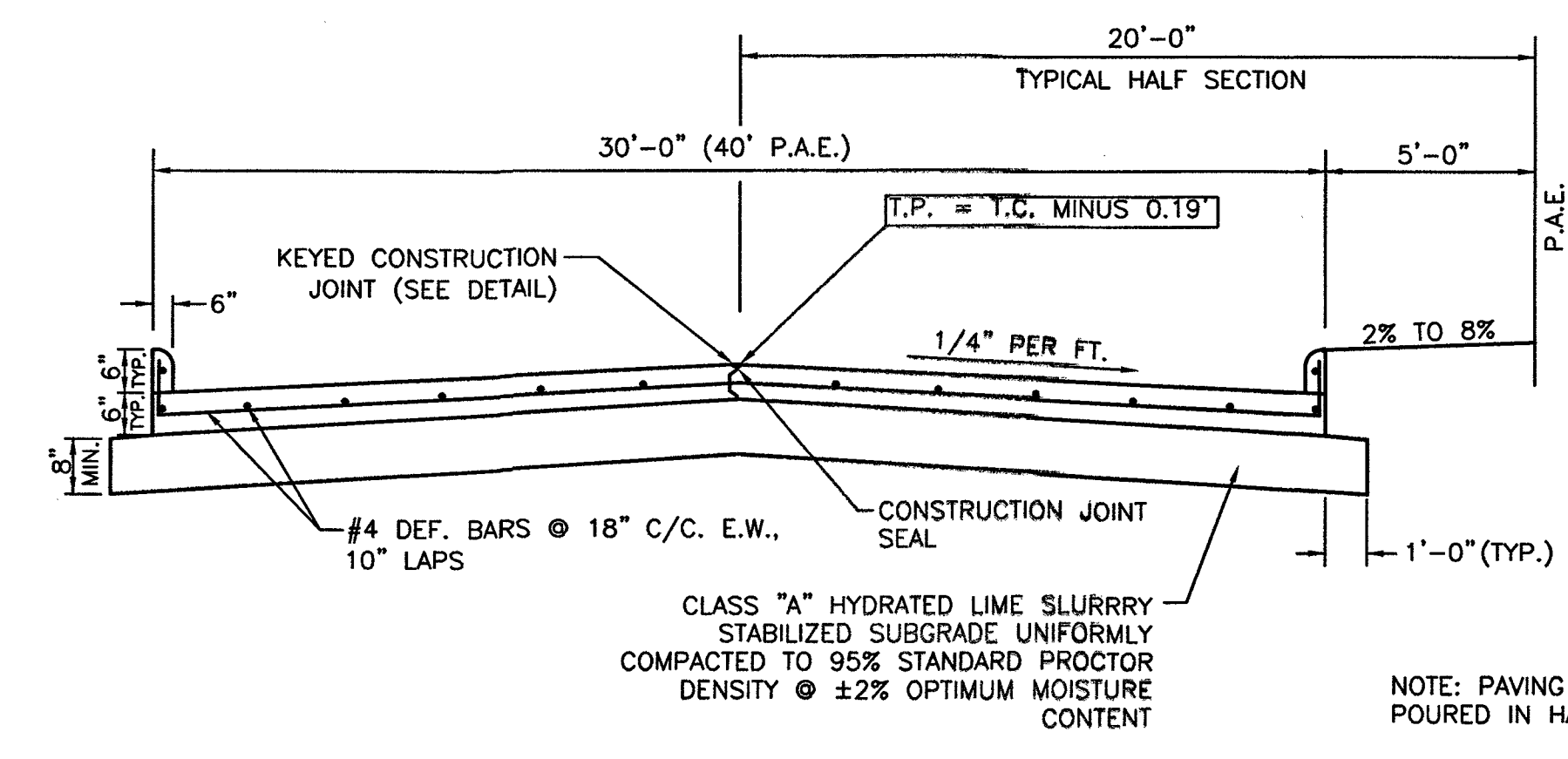
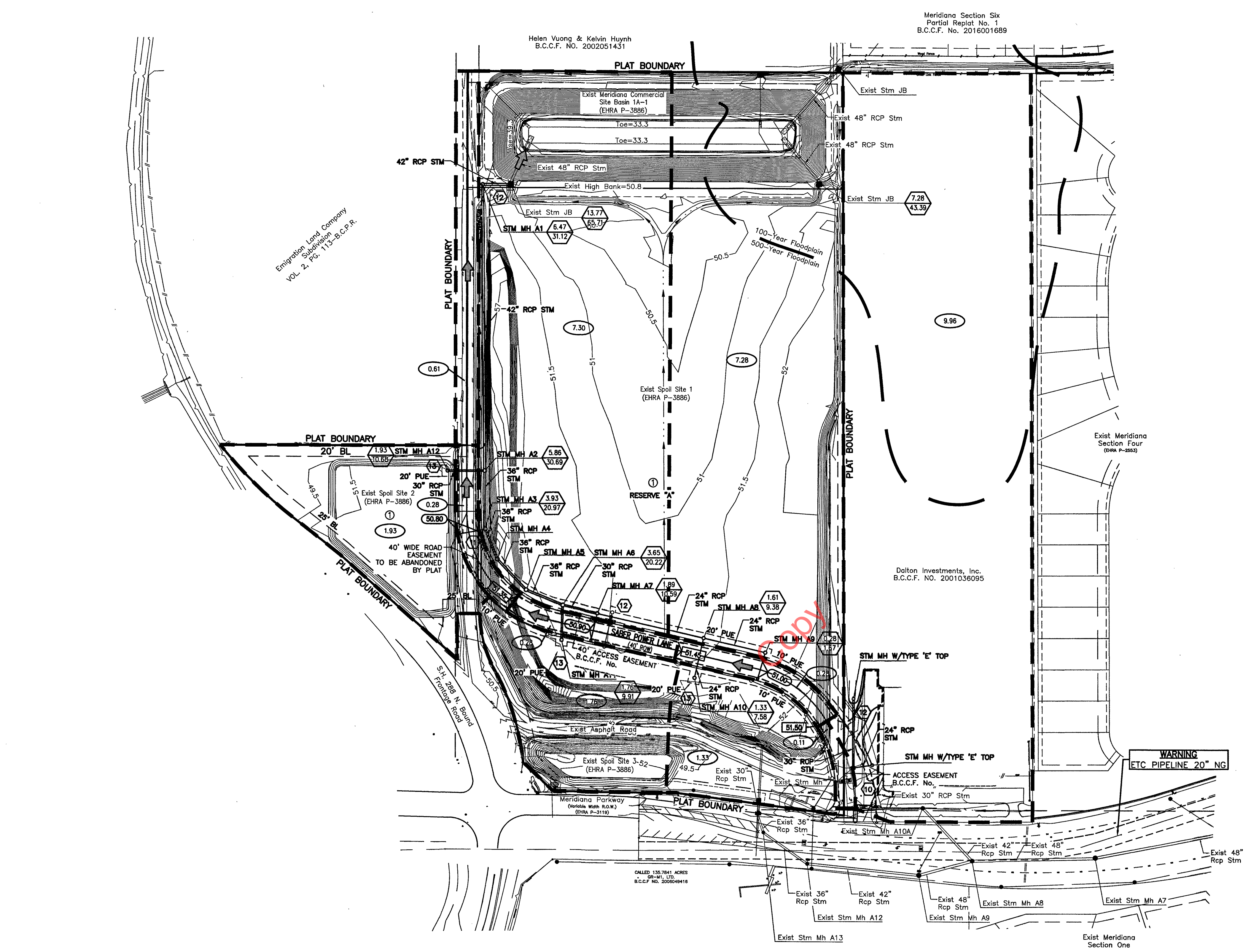
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

DINH HO, P.E., CITY ENGINEER  
DATE 12182020

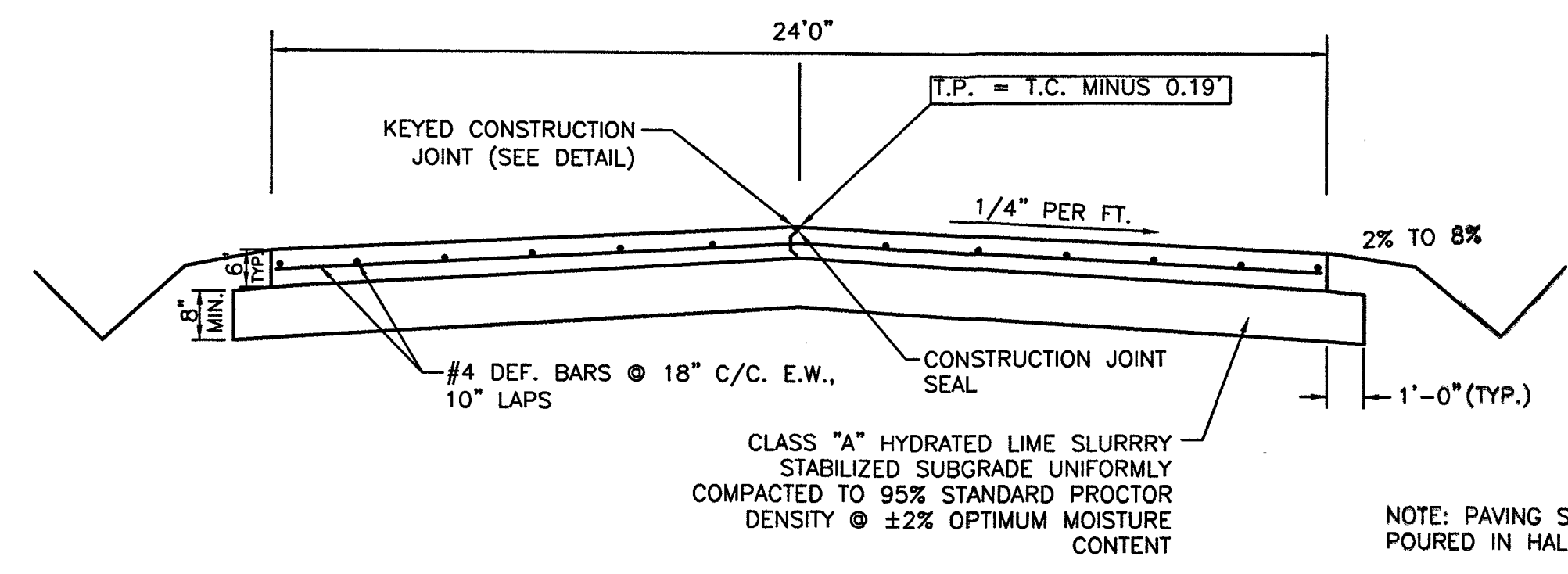


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=100'  
VERT. \_\_\_\_\_  
SHEET 3 OF 30



**CONCRETE PAVEMENT TYPICAL SECTION**  
**SABER POWER LANE**  
**STA 3+09 TO STA 12+14**



**CONCRETE PAVEMENT TYPICAL SECTION**  
**PRIVATE ACCESS DRIVEWAY**  
**STA 1+32 TO STA 2+46**

IOWA COLONY STORM CALCULATIONS (5-YR)

| DRAINAGE AREA                | FROM MH  | TO MH      | AREA  | CUM. AREA | RUNOFF COEFF. C | C*A  | SUM OF C*A | TIME OF CONC. | INTENSITY I | SUM OF FLOWS | REACH LENGTH | DIAM OR RISE | SPAN | AREA  | SLOPE | MANNINGS "N" | DESIGN CAPACITY | DESIGN VELOCITY | FALL | MH DROP | FLOWLINE UP STREAM | FLOWLINE DOWN STREAM | ACTUAL VELOCITY | HYDRAULIC GRADIENT | CHANGE IN HEAD | HYD GRAD UP STREAM | HYD GRAD DOWN STREAM | GUTTER UP STREAM |
|------------------------------|----------|------------|-------|-----------|-----------------|------|------------|---------------|-------------|--------------|--------------|--------------|------|-------|-------|--------------|-----------------|-----------------|------|---------|--------------------|----------------------|-----------------|--------------------|----------------|--------------------|----------------------|------------------|
|                              |          |            | (ac)  | (ac)      |                 |      |            | (min)         | (in/hr)     | (cfs)        | (ft)         | (in)         | (in) | (sf)  | (%)   |              | (cfs)           | (fps)           | (ft) | (ft)    | (ft)               | (ft)                 | (fps)           | (%)                | (ft)           | (ft)               | (ft)                 |                  |
| Section 68 SYSTEM "A"        |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
|                              | A9       | A8         | 0.28  | 0.28      | 0.80            | 0.22 | 0.22       | 11.75         | 7.45        | 1.67         | 111          | 24           | -    | 3.14  | 0.20  | 0.013        | 10.1            | 3.23            | 0.22 | 0.00    | 44.45              | 44.23                | 0.53            | 0.005              | 0.01           | 46.23              | 46.23                | 50.50            |
|                              | A8       | A7         | 1.33  | 1.61      | 0.80            | 1.06 | 1.29       | 12.37         | 7.28        | 9.38         | 191          | 24           | -    | 3.14  | 0.20  | 0.013        | 10.1            | 3.23            | 0.38 | 0.00    | 44.23              | 43.85                | 2.98            | 0.171              | 0.33           | 46.17              | 45.85                | 50.17            |
|                              | A7       | A6         | 0.28  | 1.89      | 0.80            | 0.22 | 1.51       | 13.43         | 7.01        | 10.59        | 62           | 30           | -    | 4.91  | 0.13  | 0.013        | 14.8            | 3.02            | 0.08 | 0.00    | 43.35              | 43.27                | 2.16            | 0.066              | 0.04           | 45.81              | 45.77                | 50.40            |
|                              | A6       | A5         | 1.76  | 3.65      | 0.80            | 1.41 | 2.92       | 13.77         | 6.92        | 20.22        | 70           | 36           | -    | 7.07  | 0.15  | 0.013        | 25.9            | 3.66            | 0.11 | 2.42    | 40.85              | 40.75                | 2.86            | 0.091              | 0.06           | 43.81              | 43.75                | 50.60            |
|                              | A5       | A4         | 0.00  | 3.65      | 0.80            | 0.00 | 2.92       | 14.16         | 6.92        | 20.22        | 74           | 36           | -    | 7.07  | 0.15  | 0.013        | 25.9            | 3.66            | 0.11 | 0.00    | 40.75              | 40.64                | 2.86            | 0.091              | 0.07           | 43.71              | 43.64                | 50.85            |
|                              | A4       | A3         | 0.00  | 3.65      | 0.80            | 0.00 | 2.92       | 14.57         | 6.92        | 20.22        | 57           | 36           | -    | 7.07  | 0.15  | 0.013        | 25.9            | 3.66            | 0.09 | 0.00    | 40.64              | 40.55                | 2.86            | 0.091              | 0.05           | 43.61              | 43.55                | 50.55            |
|                              | A3       | A2         | 0.28  | 3.93      | 0.80            | 0.22 | 3.14       | 14.89         | 6.67        | 20.97        | 103          | 36           | -    | 7.07  | 0.15  | 0.013        | 25.9            | 3.66            | 0.15 | 0.00    | 40.55              | 40.40                | 2.97            | 0.098              | 0.10           | 43.50              | 43.40                | 50.30            |
|                              | A2       | A1         | 1.93  | 5.86      | 0.80            | 1.54 | 4.69       | 15.46         | 6.55        | 30.69        | 506          | 42           | -    | 9.62  | 0.11  | 0.013        | 33.2            | 3.45            | 0.55 | 0.50    | 39.90              | 39.35                | 3.19            | 0.093              | 0.47           | 43.32              | 42.85                | 50.63            |
|                              | A1       | Exist JB   | 0.61  | 6.47      | 0.80            | 0.49 | 5.18       | 18.27         | 6.01        | 31.12        | 50           | 42           | -    | 9.62  | 0.10  | 0.013        | 31.9            | 3.32            | 0.05 | 0.00    | 39.35              | 39.30                | 3.23            | 0.095              | 0.05           | 42.85              | 42.80                | 51.00            |
|                              | Exist JB | Out        | 7.30  | 13.77     | 0.80            | 5.84 | 11.02      | 18.55         | 5.97        | 65.71        | 67           | 48           | -    | 12.57 | 0.25  | 0.013        | 72.2            | 5.74            | 0.17 | 5.09    | 34.21              | 34.04                | 5.23            | 0.208              | 0.14           | 39.44              | 39.30                | 51.00            |
|                              |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
|                              | A10      | A8         | 1.33  | 1.33      | 0.80            | 1.06 | 1.06       | 12.97         | 7.12        | 7.58         | 72           | 24           | -    | 3.14  | 0.20  | 0.013        | 10.1            | 3.23            | 0.14 | 0.00    | 44.37              | 44.23                | 2.41            | 0.112              | 0.08           | 46.31              | 46.23                | 50.17            |
|                              |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
|                              | A11      | A6         | 1.76  | 1.76      | 0.80            | 1.41 | 1.41       | 13.31         | 7.04        | 9.91         | 72           | 30           | -    | 4.91  | 0.13  | 0.013        | 14.8            | 3.02            | 0.09 | 0.00    | 44.05              | 43.96                | 2.02            | 0.058              | 0.04           | 46.50              | 46.46                | 50.60            |
|                              |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
|                              | A12      | JB A2      | 1.93  | 1.93      | 0.80            | 1.54 | 1.54       | 13.80         | 6.92        | 10.68        | 62           | 30           | -    | 4.91  | 0.13  | 0.013        | 14.8            | 3.02            | 0.08 | 0.00    | 40.98              | 40.90                | 2.18            | 0.067              | 0.04           | 43.44              | 43.40                | 50.63            |
|                              |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
|                              | E-INLET  | Exist A10A | 6.00  | 6.00      | 0.65            | 3.90 | 3.90       | 13.80         | 6.92        | 26.98        | 121          | 30           | -    | 4.91  | 0.19  | 0.013        | 17.9            | 3.65            | 0.23 | 0.00    | 45.30              | 45.07                | 5.50            | 0.430              | 0.52           | 48.09              | 47.57                | 50.40            |
| Meridiana Pkwy (EHRA P-3119) |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
| Exist System "A"             |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
|                              | A14      | A13        | 22.00 | 22.00     | 0.20            | 4.40 | 4.40       | 30.00         | 4.56        | 20.05        | 23           | 30           | -    | 4.91  | 0.24  | 0.013        | 20.1            | 4.10            | 0.06 | 0.00    | 45.19              | 45.13                | 4.08            | 0.238              | 0.05           | 47.69              | 47.63                | 49.26            |
|                              | A13      | A12        | 0.00  | 22.00     | 0.55            | 0.00 | 4.40       | 30.13         | 4.56        | 20.05        | 35           | 36           | -    | 7.07  | 0.21  | 0.013        | 30.6            | 4.34            | 0.07 | 0.50    | 44.63              | 44.56                | 2.84            | 0.090              | 0.03           | 47.59              | 47.56                | 49.26            |
|                              | A12      | A11        | 0.39  | 22.39     | 0.55            | 0.21 | 4.61       | 30.32         | 4.53        | 20.90        | 94           | 36           | -    | 7.07  | 0.22  | 0.013        | 31.4            | 4.44            | 0.21 | 0.00    | 44.56              | 44.35                | 2.96            | 0.098              | 0.09           | 47.45              | 47.35                | 49.26            |
|                              | A11      | A9         | 0.70  | 23.09     | 0.55            | 0.39 | 5.00       | 30.84         | 4.48        | 22.41        | 197          | 42           | -    | 9.62  | 0.25  | 0.013        | 50.4            | 5.24            | 0.49 | 0.60    | 43.75              | 43.26                | 2.33            | 0.049              | 0.10           | 46.86              | 46.76                | 49.07            |
|                              | A9       | A8         | 1.94  | 25.03     | 0.55            | 1.07 | 6.07       | 31.94         | 4.39        | 26.63        | 97           | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.24 | 0.50    | 42.76              | 42.52                | 2.12            | 0.034              | 0.03           | 46.55              | 46.52                | 48.91            |
|                              | A8       | A7         | 0.00  | 35.03     | 0.55            | 0.00 | 6.07       | 32.48         | 4.39        | 26.63        | 215          | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.54 | 0.00    | 42.52              | 41.98                | 2.12            | 0.034              | 0.07           | 46.06              | 45.98                | 48.91            |
|                              | A7       | A6         | 0.00  | 35.03     | 0.55            | 0.00 | 6.07       | 33.67         | 4.39        | 26.63        | 229          | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.57 | 0.00    | 41.98              | 41.41                | 2.12            | 0.034              | 0.08           | 45.49              | 45.41                | 48.91            |
|                              | A6       | A5         | 4.15  | 39.18     | 0.55            | 2.28 | 8.35       | 34.94         | 4.16        | 34.71        | 106          | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.27 | 0.00    | 41.41              | 41.14                | 2.76            | 0.058              | 0.06           | 45.21              | 45.14                | 49.70            |
|                              | A5       | A4         | 1.58  | 40.76     | 0.55            | 0.87 | 9.22       | 35.53         | 4.11        | 37.93        | 279          | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.70 | 0.00    | 41.14              | 40.45                | 3.02            | 0.069              | 0.19           | 44.64              | 44.45                | 48.90            |
|                              | A4       | A3         | 0.61  | 41.37     | 0.55            | 0.34 | 9.55       | 37.08         | 4.01        | 38.29        | 322          | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.81 | 0.00    | 40.45              | 39.64                | 3.05            | 0.071              | 0.23           | 43.87              | 43.64                | 50.96            |
|                              | A3       | A2         | 1.86  | 43.23     | 0.55            | 1.02 | 10.58      | 38.87         | 3.89        | 41.17        | 122          | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.31 | 0.00    | 39.64              | 39.34                | 3.28            | 0.082              | 0.10           | 43.44              | 43.34                | 48.91            |
|                              | A2       | A1         | 0.59  | 43.82     | 0.55            | 0.32 | 10.90      | 39.55         | 3.85        | 41.98        | 71           | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.18 | 0.00    | 39.34              | 39.16                | 3.34            | 0.085              | 0.06           | 43.22              | 43.16                | 48.91            |
|                              | A1       | OUT        | 0.59  | 44.41     | 0.55            | 0.32 | 11.23      | 39.94         | 3.83        | 42.96        | 184          | 48           | -    | 12.57 | 0.25  | 0.013        | 72.0            | 5.73            | 0.46 | 4.80    | 34.36              | 33.90                | 3.42            | 0.089              | 0.16           | 38.06              | 37.90                | 48.91            |
|                              |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
|                              | A10A     | A10        | 6.00  | 6.00      | 0.65            | 3.90 | 3.90       | 26.33         | 4.92        | 19.18        | 118          | 30           | -    | 4.91  | 0.22  | 0.013        | 19.3            | 3.93            | 0.26 | 0.00    | 44.63              | 44.37                | 3.91            | 0.218              | 0.26           | 47.13              | 46.87                | 48.91            |
|                              | A10      | A8         | 4.00  | 10.00     | 0.65            | 2.60 | 6.50       | 26.99         | 4.85        | 31.52        | 127          | 42           | -    | 9.62  | 0.18  | 0.013        | 42.8            | 4.45            | 0.23 | 1.00    | 43.37              | 43.14                | 3.28            | 0.098              | 0.12           | 43.77              | 43.64                | 48.91            |
|                              |          |            |       |           |                 |      |            |               |             |              |              |              |      |       |       |              |                 |                 |      |         |                    |                      |                 |                    |                |                    |                      |                  |
|                              | A11      | A2         | 0.59  | 0.59      | 0.55            | 0.32 | 0.32       | 15.62         | 6.51        | 2.11         | 83           | 24           | -    | 3.14  | 0.18  | 0.013        | 9.6             | 3.06            | 0.15 | 0.00    | 44.10              | 43.95                | 0.67            | 0.009              | 0.01           | 43.17              | 43.16                | 49.30            |

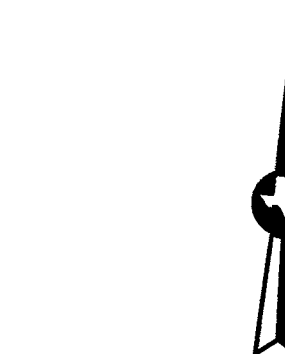
IOWA COLONY STORM CALCULATIONS (100-YR)

| DRAINAGE AREA                   | FROM MH  | TO MH      | AREA (ac) | CUM. AREA (ac) | RUNOFF COEFF. C | C*A  | SUM OF C*A | TIME OF CONC. (min) | INTENSITY i (in/hr) | SUM OF FLOWS (cfs) | REACH LENGTH (ft) | DIAM OR RISE (in) | SPAN (in) | AREA (sf) | SLOPE (%) | MANNINGS "N" | DESIGN CAPACITY (cfs) | DESIGN VELOCITY (fps) | FALL (ft) | MH DROP (ft) | FLOWLINE UP STREAM (ft) | FLOWLINE DOWN STREAM (ft) | ACTUAL VELOCITY (fps) | HYDRAULIC GRADIENT (%) | CHANGE IN HEAD (ft) | HYD GRAD UP STREAM (ft) | HYD GRAD DOWN STREAM (ft) | GUTTER UP STREAM (ft) |
|---------------------------------|----------|------------|-----------|----------------|-----------------|------|------------|---------------------|---------------------|--------------------|-------------------|-------------------|-----------|-----------|-----------|--------------|-----------------------|-----------------------|-----------|--------------|-------------------------|---------------------------|-----------------------|------------------------|---------------------|-------------------------|---------------------------|-----------------------|
| Meridiana Section 68 SYSTEM "A" |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
|                                 | A9       | A8         | 0.28      | 0.28           | 0.80            | 0.22 | 0.22       | 11.75               | 11.24               | 2.52               | 111               | 24                | -         | 3.14      | 0.20      | 0.013        | 10.1                  | 3.23                  | 0.22      | 0.00         | 44.45                   | 44.23                     | 0.80                  | 0.012                  | 0.01                | 46.62                   | 46.60                     | 50.50                 |
|                                 | A8       | A7         | 1.33      | 1.61           | 0.80            | 1.06 | 1.29       | 12.37               | 11.00               | 14.17              | 191               | 24                | -         | 3.14      | 0.20      | 0.013        | 10.1                  | 3.23                  | 0.38      | 0.00         | 44.23                   | 43.85                     | 4.51                  | 0.390                  | 0.75                | 46.60                   | 45.86                     | 50.17                 |
|                                 | A7       | A6         | 0.28      | 1.89           | 0.80            | 0.22 | 1.51       | 13.43               | 10.61               | 16.05              | 62                | 30                | -         | 4.91      | 0.13      | 0.013        | 14.8                  | 3.02                  | 0.08      | 0.00         | 43.35                   | 43.27                     | 3.27                  | 0.152                  | 0.09                | 45.86                   | 45.77                     | 50.40                 |
|                                 | A6       | A5         | 1.76      | 3.65           | 0.80            | 1.41 | 2.92       | 13.77               | 10.50               | 30.65              | 70                | 36                | -         | 7.07      | 0.15      | 0.013        | 25.9                  | 3.66                  | 0.11      | 2.42         | 40.85                   | 40.75                     | 4.34                  | 0.210                  | 0.15                | 44.65                   | 44.51                     | 50.60                 |
|                                 | A5       | A4         | 0.00      | 3.65           | 0.80            | 0.00 | 2.92       | 14.16               | 10.50               | 30.65              | 74                | 36                | -         | 7.07      | 0.15      | 0.013        | 25.9                  | 3.66                  | 0.11      | 0.00         | 40.75                   | 40.64                     | 4.34                  | 0.210                  | 0.16                | 44.51                   | 44.35                     | 50.85                 |
|                                 | A4       | A3         | 0.00      | 3.65           | 0.80            | 0.00 | 2.92       | 14.57               | 10.50               | 30.65              | 57                | 36                | -         | 7.07      | 0.15      | 0.013        | 25.9                  | 3.66                  | 0.09      | 0.00         | 40.64                   | 40.55                     | 4.34                  | 0.210                  | 0.12                | 44.35                   | 44.23                     | 50.55                 |
|                                 | A3       | A2         | 0.28      | 3.93           | 0.80            | 0.22 | 3.14       | 14.89               | 10.13               | 31.86              | 103               | 36                | -         | 7.07      | 0.15      | 0.013        | 25.9                  | 3.66                  | 0.15      | 0.00         | 40.55                   | 40.40                     | 4.51                  | 0.227                  | 0.23                | 44.23                   | 44.00                     | 50.30                 |
|                                 | A2       | A1         | 1.93      | 5.86           | 0.80            | 1.54 | 4.69       | 15.46               | 9.96                | 46.69              | 506               | 42                | -         | 9.62      | 0.11      | 0.013        | 33.2                  | 3.45                  | 0.55      | 0.50         | 39.90                   | 39.35                     | 4.85                  | 0.214                  | 1.08                | 44.00                   | 42.91                     | 50.63                 |
|                                 | A1       | Exist JB   | 0.61      | 6.47           | 0.80            | 0.49 | 5.18       | 18.27               | 9.20                | 47.61              | 50                | 42                | -         | 9.62      | 0.10      | 0.013        | 31.9                  | 3.32                  | 0.05      | 0.00         | 39.35                   | 39.30                     | 4.95                  | 0.223                  | 0.11                | 42.91                   | 42.80                     | 51.00                 |
|                                 | Exist JB | Out        | 7.30      | 13.77          | 0.80            | 5.84 | 11.02      | 18.55               | 9.13                | 100.59             | 67                | 48                | -         | 12.57     | 0.25      | 0.013        | 72.2                  | 5.74                  | 0.17      | 5.09         | 34.21                   | 34.04                     | 8.00                  | 0.488                  | 0.33                | 39.63                   | 39.30                     | 51.00                 |
|                                 |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
|                                 | A10      | A8         | 1.33      | 1.33           | 0.80            | 1.06 | 1.06       | 12.97               | 10.78               | 11.47              | 72                | 24                | -         | 3.14      | 0.20      | 0.013        | 10.1                  | 3.23                  | 0.14      | 0.00         | 44.37                   | 44.23                     | 3.65                  | 0.256                  | 0.18                | 46.79                   | 46.60                     | 50.17                 |
|                                 |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
|                                 | A11      | A6         | 1.76      | 1.76           | 0.80            | 1.41 | 1.41       | 13.31               | 10.65               | 15.00              | 72                | 30                | -         | 4.91      | 0.13      | 0.013        | 14.8                  | 3.02                  | 0.09      | 0.00         | 44.05                   | 43.96                     | 3.06                  | 0.133                  | 0.10                | 46.55                   | 46.46                     | 50.60                 |
|                                 |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
|                                 | A12      | JB A2      | 1.93      | 1.93           | 0.80            | 1.54 | 1.54       | 13.80               | 10.49               | 16.19              | 62                | 30                | -         | 4.91      | 0.13      | 0.013        | 14.8                  | 3.02                  | 0.08      | 0.00         | 40.98                   | 40.90                     | 3.30                  | 0.155                  | 0.10                | 44.09                   | 44.00                     | 50.63                 |
|                                 |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
|                                 | E-INLET  | Exist A10A | 6.00      | 6.00           | 0.65            | 3.90 | 3.90       | 13.80               | 10.49               | 40.90              | 121               | 30                | -         | 4.91      | 0.19      | 0.013        | 17.9                  | 3.65                  | 0.23      | 0.00         | 45.30                   | 45.07                     | 8.33                  | 0.989                  | 1.20                | 48.77                   | 47.57                     | 50.40                 |
| Meridiana Pkwy (EHRA P-3119)    |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
| Exist System "A"                |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
|                                 | A14      | A13        | 22.00     | 22.00          | 0.20            | 4.40 | 4.40       | 30.00               | 7.10                | 31.25              | 23                | 30                | -         | 4.91      | 0.24      | 0.013        | 20.1                  | 4.10                  | 0.06      | 0.00         | 45.19                   | 45.13                     | 6.37                  | 0.578                  | 0.13                | 47.79                   | 47.65                     | 49.26                 |
|                                 | A13      | A12        | 0.00      | 22.00          | 0.55            | 0.00 | 4.40       | 30.13               | 7.10                | 31.25              | 35                | 36                | -         | 7.07      | 0.21      | 0.013        | 30.6                  | 4.34                  | 0.07      | 0.50         | 44.63                   | 44.56                     | 4.42                  | 0.218                  | 0.08                | 47.65                   | 47.58                     | 49.26                 |
|                                 | A12      | A11        | 0.39      | 22.39          | 0.55            | 0.21 | 4.61       | 30.32               | 7.06                | 32.58              | 94                | 36                | -         | 7.07      | 0.22      | 0.013        | 31.4                  | 4.44                  | 0.21      | 0.00         | 44.56                   | 44.35                     | 4.61                  | 0.237                  | 0.22                | 47.58                   | 47.35                     | 49.26                 |
|                                 | A11      | A9         | 0.70      | 23.09          | 0.55            | 0.39 | 5.00       | 30.84               | 6.99                | 34.97              | 197               | 42                | -         | 9.62      | 0.25      | 0.013        | 50.4                  | 5.24                  | 0.49      | 0.60         | 43.75                   | 43.26                     | 3.63                  | 0.120                  | 0.24                | 47.00                   | 46.76                     | 49.07                 |
|                                 | A9       | A8         | 1.94      | 25.03          | 0.55            | 1.07 | 6.07       | 31.94               | 6.86                | 41.62              | 97                | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.24      | 0.50         | 42.76                   | 42.52                     | 3.31                  | 0.083                  | 0.08                | 46.60                   | 46.52                     | 48.91                 |
|                                 | A8       | A7         | 0.00      | 35.03          | 0.55            | 0.00 | 6.07       | 32.48               | 6.86                | 41.62              | 215               | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.54      | 0.00         | 42.52                   | 41.98                     | 3.31                  | 0.083                  | 0.18                | 46.16                   | 45.98                     | 48.91                 |
|                                 | A7       | A6         | 0.00      | 35.03          | 0.55            | 0.00 | 6.07       | 33.67               | 6.86                | 41.62              | 229               | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.57      | 0.00         | 41.98                   | 41.41                     | 3.31                  | 0.083                  | 0.19                | 45.60                   | 45.41                     | 48.91                 |
|                                 | A6       | A5         | 4.15      | 39.18          | 0.55            | 2.28 | 8.35       | 34.94               | 6.52                | 54.44              | 106               | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.27      | 0.00         | 41.41                   | 41.14                     | 4.33                  | 0.143                  | 0.15                | 45.30                   | 45.14                     | 49.70                 |
|                                 | A5       | A4         | 1.58      | 40.76          | 0.55            | 0.87 | 9.22       | 35.53               | 6.46                | 59.54              | 279               | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.70      | 0.00         | 41.14                   | 40.45                     | 4.74                  | 0.171                  | 0.48                | 44.92                   | 44.45                     | 48.90                 |
|                                 | A4       | A3         | 0.81      | 41.37          | 0.55            | 0.34 | 9.55       | 37.08               | 6.30                | 60.21              | 322               | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.81      | 0.00         | 40.45                   | 39.64                     | 4.79                  | 0.175                  | 0.58                | 44.20                   | 43.64                     | 50.96                 |
|                                 | A3       | A2         | 1.86      | 43.23          | 0.55            | 1.02 | 10.58      | 38.87               | 6.13                | 64.87              | 122               | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.31      | 0.00         | 39.64                   | 39.34                     | 5.16                  | 0.203                  | 0.25                | 43.58                   | 43.34                     | 48.91                 |
|                                 | A2       | A1         | 0.59      | 43.82          | 0.55            | 0.32 | 10.90      | 39.55               | 6.07                | 66.20              | 71                | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.18      | 0.00         | 39.34                   | 39.16                     | 5.27                  | 0.211                  | 0.15                | 43.31                   | 43.16                     | 48.91                 |
|                                 | A1       | OUT        | 0.59      | 44.41          | 0.55            | 0.32 | 11.23      | 39.94               | 6.04                | 67.77              | 184               | 48                | -         | 12.57     | 0.25      | 0.013        | 72.0                  | 5.73                  | 0.46      | 4.80         | 34.36                   | 33.90                     | 5.39                  | 0.221                  | 0.41                | 36.31                   | 37.90                     | 48.91                 |
|                                 |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
|                                 | A10A     | A10        | 6.00      | 6.00           | 0.65            | 3.90 | 3.90       | 26.33               | 7.63                | 29.74              | 118               | 30                | -         | 4.91      | 0.22      | 0.013        | 19.3                  | 3.93                  | 0.26      | 0.00         | 44.63                   | 44.37                     | 6.06                  | 0.523                  | 0.62                | 47.49                   | 46.87                     | 48.91                 |
|                                 | A10      | A8         | 4.00      | 10.00          | 0.65            | 2.60 | 2.60       | 26.99               | 7.53                | 19.57              | 127               | 42                | -         | 9.62      | 0.18      | 0.013        | 42.8                  | 4.45                  | 0.23      | 1.00         | 43.37                   | 43.14                     | 2.03                  | 0.038                  | 0.05                | 43.69                   | 43.64                     | 48.91                 |
|                                 |          |            |           |                |                 |      |            |                     |                     |                    |                   |                   |           |           |           |              |                       |                       |           |              |                         |                           |                       |                        |                     |                         |                           |                       |
|                                 | A11      | A2         | 0.59      | 0.59           | 0.55            | 0.32 | 0.32       | 15.62               | 9.91                | 3.22               | 83                | 24                | -         | 3.14      | 0.18      | 0.013        | 9.6                   | 3.06                  | 0.15      | 0.00         | 44.10                   | 43.95                     | 1.02                  | 0.020                  | 0.02                | 43.18                   | 43.16                     | 49.30                 |

**WARNING**

OVERHEAD AND UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THE PROJECT WHICH ARE NOT SHOWN ON THE PLANS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, IN THE VICINITY OF THE PROJECT, PRIOR TO BEGINNING CONSTRUCTION.



NOTE: SANITARY SEWER TO BE MAINTAINED BY BRAZORIA COUNTY MUD NO. 55

**BENCHMARK(S)/FLOODPLAIN:**

NGS Monument No. E-306  
N 13,737,760.03; E 3,117,456.82  
2.0 miles west along the Gulf, Colorado and Santa Fe railway from the station at Manvel, Brazoria County, 0.2 mile west of a shell-road crossing, 5-1/2 feet northwest of mile pole 35, 39 feet south of the south rail, 33 feet north of the centerline of a dirt road, 6.7 feet north of the right-of-way fence, 3 feet west of a white wooden witness post and set in the top of a concrete post about flush with the ground; Stamped E 306 1835, Elev.=52.00' (1991 Adjustment) NAVD 88

**Floodplain Statement:**  
Based on the effective FIRMS (DATED June 5, 1989) Panel No.48039C0110H and 48039C0120H and revised by Letter of Map Revision (LOMR) effective September 28, 2018, all clearing, cut and fill is located inside the limits of the 500 yr floodplain (Zone "X" shaded).

**LEGEND**

- 1-18-FOOT JOINT OF 150 PSI LINED DUCTILE IRON OR PVC CENTERED AT WATER LINE AND SANITARY LINE
- 8 SHEET REFERENCE NUMBERS

| APP. | REVISION | DATE |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |

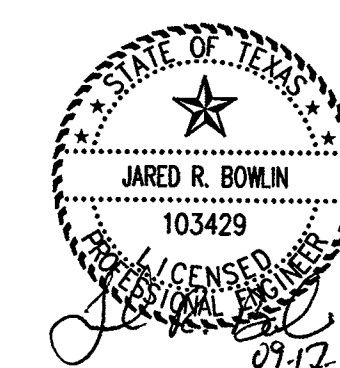
**NOTICE:**  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN. (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
CENTERPOINT ENERGY UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION.)  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
APPROVED FOR AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES ONLY.  
SIGNATURE VALID FOR ONE YEAR.



**EHRA** 10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300  
ENGINEERING THE FUTURE  
SINCE 1936

|                   |                  |                            |
|-------------------|------------------|----------------------------|
| SURV. <u>EHRA</u> | DATE <u>5/19</u> | JOB NO. <u>081-011-68</u>  |
| DSGN. <u>EHRA</u> | DATE <u>5/19</u> | FILE: 5 San_Wtr Layout.dwg |
| DWN. <u>EHRA</u>  | DATE <u>5/19</u> | PLOT SCALE: 1:1            |
| CHKD. _____       | DATE _____       | DWG. NO. _____             |
| APPR. _____       | DATE _____       | <b>P-3988</b>              |

**BRAZORIA COUNTY MUD NO 55  
IOWA COLONY MERIDIANA  
ACCESS ROAD AND UTILITIES  
TO SERVE POD 68**

**WATER DISTRIBUTION AND WASTE  
WATER COLLECTION SYSTEM**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

12182020  
DINH HO, P.E., CITY ENGINEER DATE



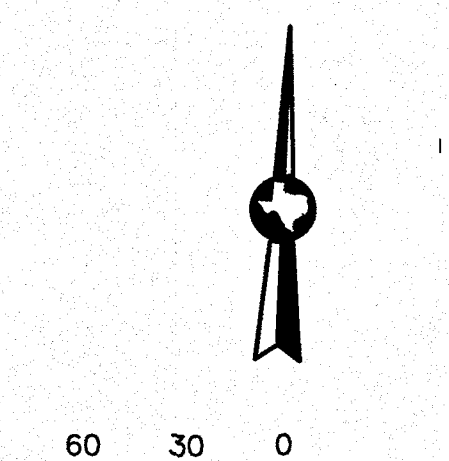
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=60'  
VERT. \_\_\_\_\_

**WARNING**

OVERHEAD AND UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THE PROJECT WHICH ARE NOT SHOWN ON THE PLANS.

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**BENCHMARK(S)/FLOODPLAIN:**

NCS Monument No. E-308  
N 13,737,780.03; E 3,117,456.82  
2.0 miles west along the Gulf, Colorado and Santa Fe railway from the station at Marvel, Brazoria County, 0.2 mile west of a shell-road crossing, 5-1/2 feet northwest of mile pole 36, 39 feet south of the south rail, 33 feet north of the centerline of a dirt road, 6.7 feet north of the right-of-way fence, 3 feet west of a white wooden witness post and set in the top of a concrete post about flush with the ground; Stamped E 308 1935, Elev.=52.00' (1991 Adjustment) NAVD 88 Floodplain Statement.

Based on the effective FIRMs (DATED June 5, 1989), Panel No.48039C0110H and 48039C0120H and revised by Letter of Map Revision (LOMR) effective September 28, 2018, all clearing, cut and fill is located inside the limits of the 500 yr floodplain (Zone "X" shaded).

**LEGEND**

- X—RFB—X— REINFORCED FILTER FABRIC BARRIER
- SC STABILIZED CONSTRUCTION ACCESS
- IPB INLET PROTECTION BARRIER STAGE I
- IPB INLET PROTECTION BARRIER STAGE II
- CW CONCRETE WASHOUT LOCATION
- 8 SHEET REFERENCE NUMBERS

| APP. | REVISION | DATE |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |

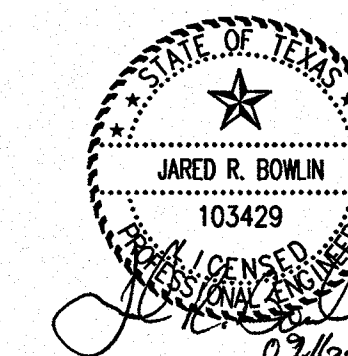
**NOTICE:**  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN. (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION.)  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
APPROVED FOR AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES ONLY.  
SIGNATURE VALID FOR ONE YEAR.



**EHRA** 10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBP# No. F-726 | TBP#L No. 10092300  
ENGINEERING THE FUTURE SINCE 1936

|             |            |                          |
|-------------|------------|--------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68       |
| DSGN. EHRA  | DATE 5/19  | FILE: 6 SWPPP Layout.dwg |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1          |
| CHKD. _____ | DATE _____ | DWG. NO. _____           |
| APPR. _____ | DATE _____ | <b>P-3988</b>            |

**BRAZORIA COUNTY MUD NO 55  
IOWA COLONY MERIDIANA  
ACCESS ROAD AND UTILITIES  
TO SERVE POD 68**

**STORM WATER POLLUTION  
PREVENTION PLAN**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

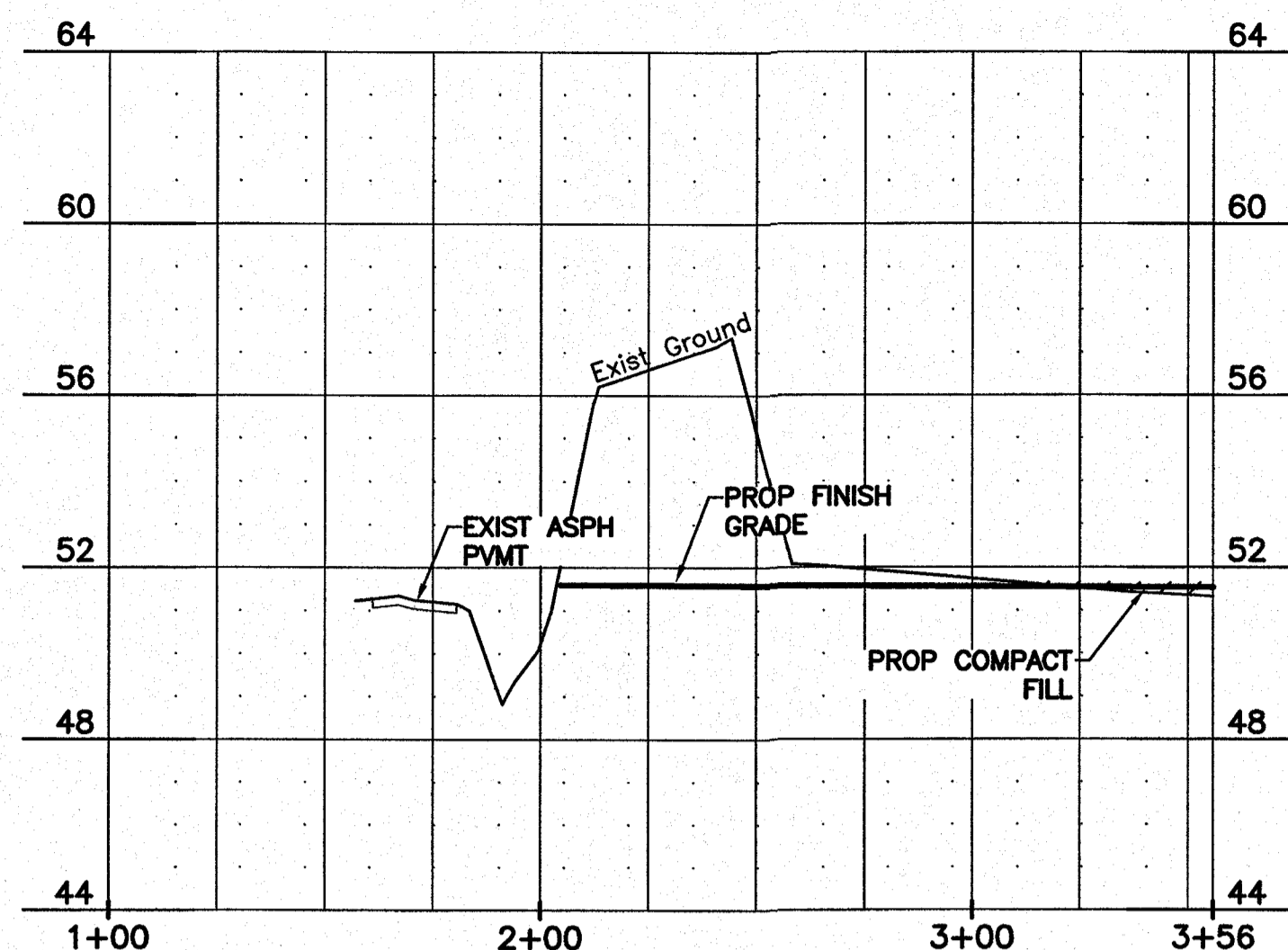
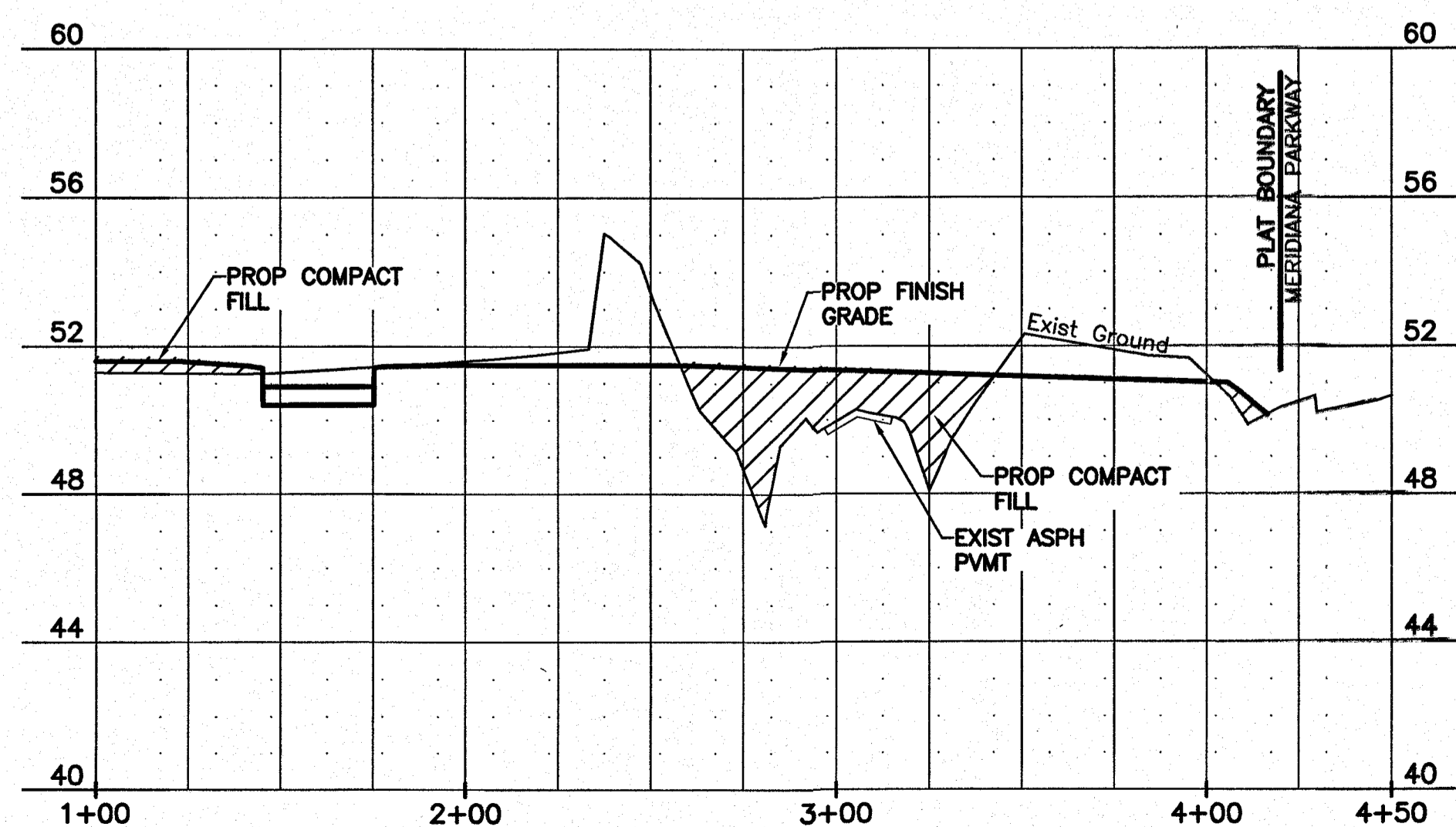
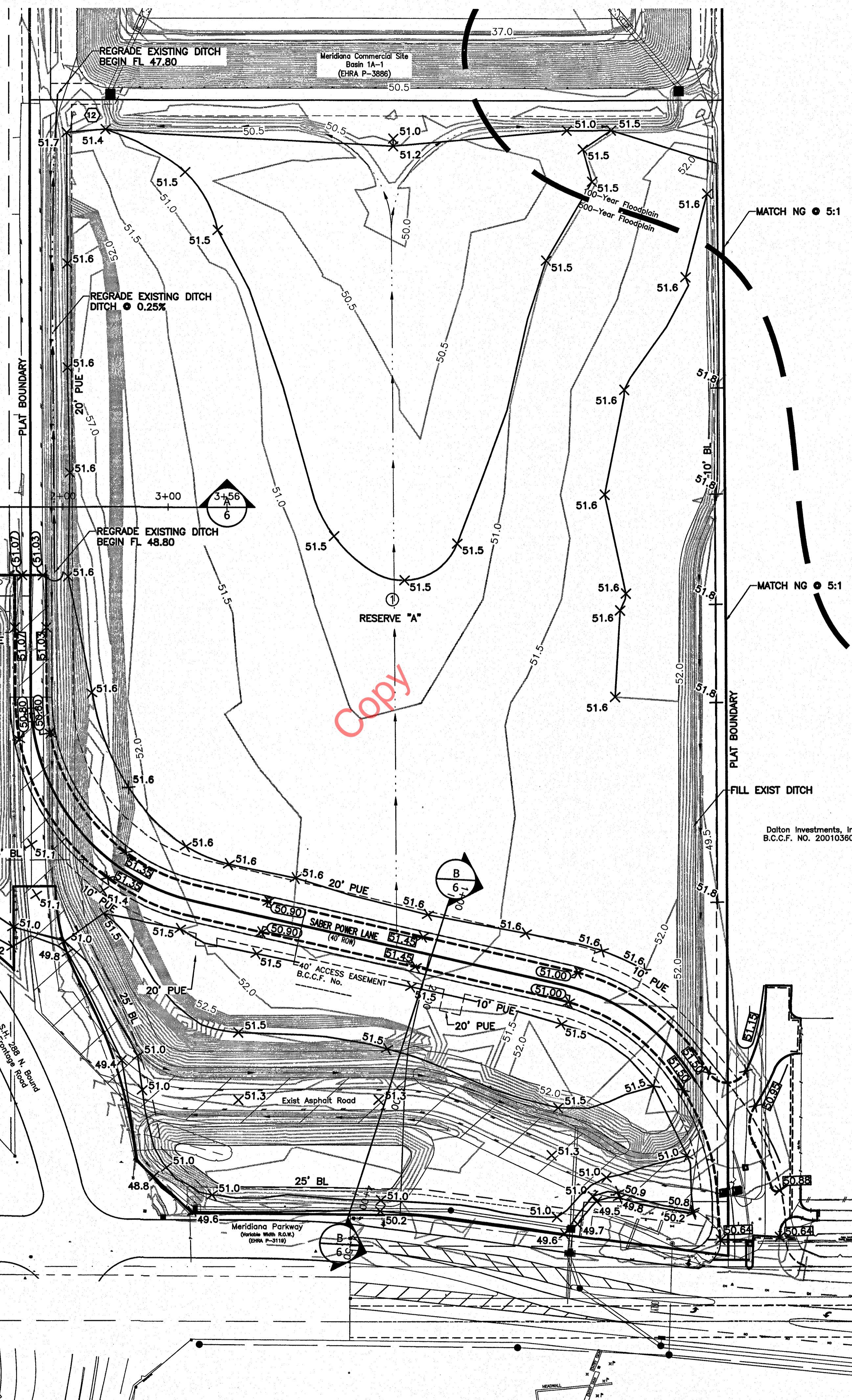
*Dinh Ho, P.E.*  
DINH HO, P.E., CITY ENGINEER 12182020  
DATE



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=60'  
VERT. \_\_\_\_\_

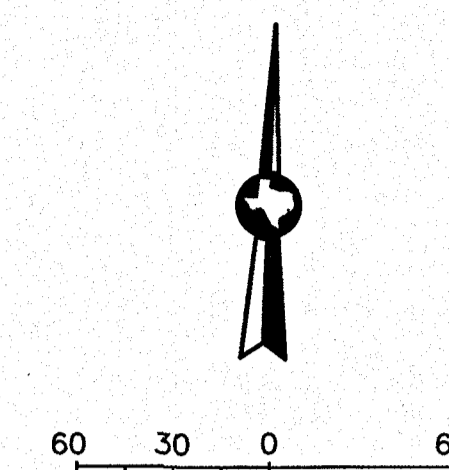
SHEET 6 OF 30

**CROSS SECTION A-A**SCALE: HORIZ 1"=40'  
VERT 1"=4'**CROSS SECTION B-B**SCALE: HORIZ 1"=40'  
VERT 1"=4'

**WARNING**

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**Floodplain Statement:**  
Based on the effective FIRMS (DATED June 5, 1989) Panel No.48039C0110H and 48039C0120H and revised by Letter of Map Revision (LOMR) effective September 28, 2018, all clearing, cut and fill is located inside the limits of the 500 yr floodplain (Zone "X" shaded).

**LEGEND**

|         |                               |
|---------|-------------------------------|
| 144.20  | TOP OF CURB HIGH POINT        |
| 141.50  | TOP OF CURB LOW POINT         |
| ~140~   | EXISTING CONTOUR              |
| +146.00 | PROPOSED ELEVATION            |
| ---     | GRADE BREAK                   |
| ---     | RETAINING WALL                |
| A<br>10 | CROSS-SECTION<br>SHEET NUMBER |
|         | COMPACTED FILL                |

| APP. | REVISION | DATE |
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|      |          |      |
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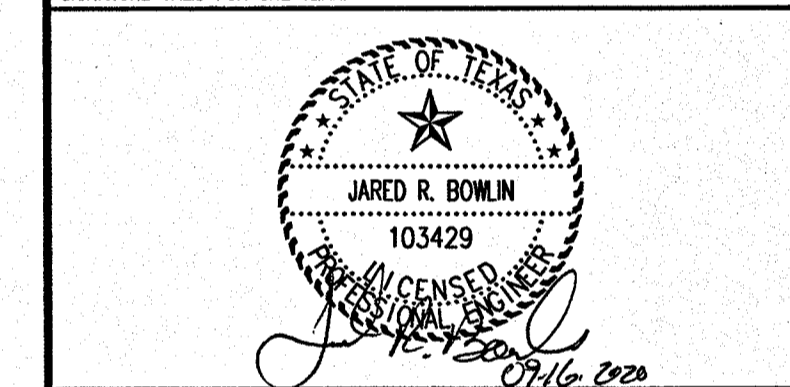
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**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
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TBPE No. F-726 | TBPLS No. 10092300  
ENGINEERING THE FUTURE  
SINCE 1936

|             |            |                          |
|-------------|------------|--------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68       |
| DSGN. EHRA  | DATE 5/19  | FILE: 7 Grading Plan.dwg |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1          |
| CHKD. _____ | DATE _____ | DWG. NO. _____           |
| APPR. _____ | DATE _____ | <b>P-3988</b>            |

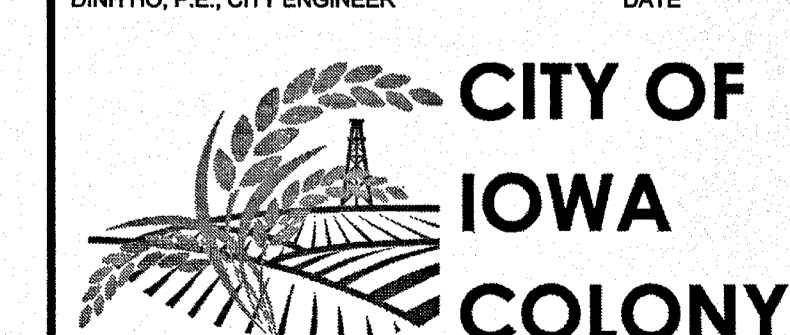
**BRAZORIA COUNTY MUD NO 55  
IOWA COLONY MERIDIANA  
ACCESS ROAD AND UTILITIES  
TO SERVE POD 68**

**GRADING PLAN****CITY OF IOWA COLONY**

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

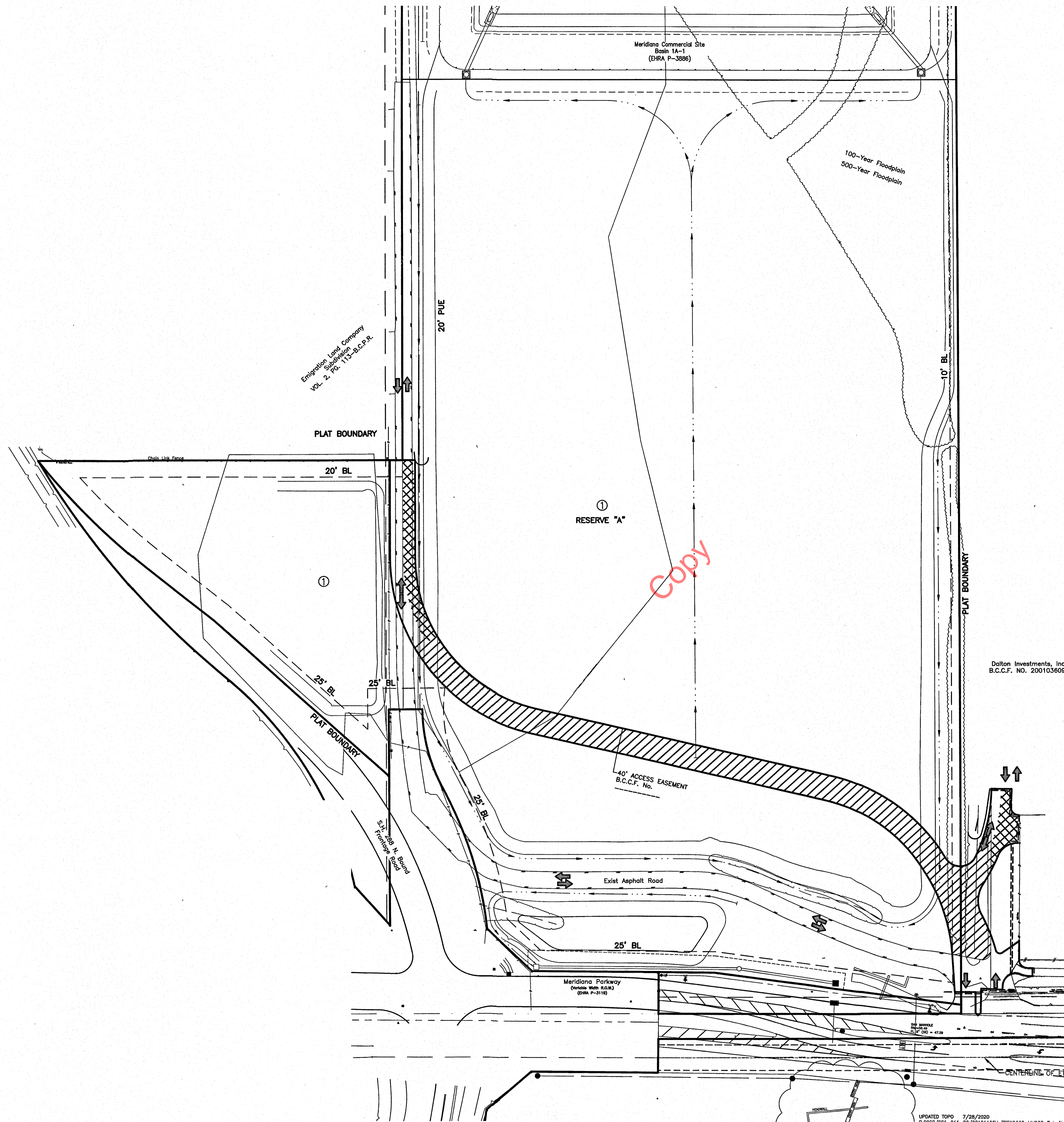
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

DINH HO, P.E., CITY ENGINEER  
DATE 12182020

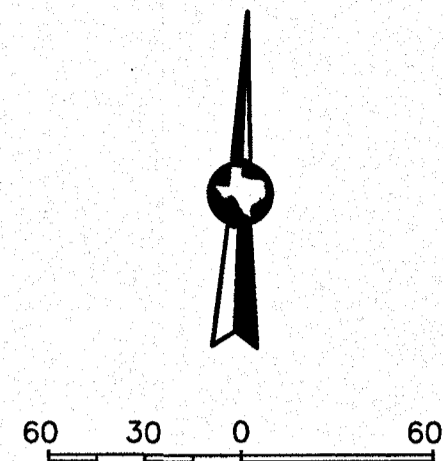


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=60'  
VERT. \_\_\_\_\_



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- TRAFFIC CONTROL NOTES:**
1. WHILE WORKING ON REMOVING AND REPLACING EXISTING PAVEMENT, TEMPORARY TYPE III BARRICADES WITH "ROAD CLOSED" (R11-2, 48"x30") SIGN TO BE PLACED IN ORDER TO BLOCK OFF WORKING AREA.
  2. SEE TRAFFIC CONTROL SIGNAGE DETAILS FOR TWO WAY LANE CLOSURE.
  3. WHEN ENTRY DRIVEWAY IS CLOSED CHANNELIZING DEVICES TO BE USED TO PROVIDE TWO SEPARATE 12' LANES SPACED 20' C-C.

**BENCHMARK(S)/FLOODPLAIN:**

NCS Monument No. E-306  
N 13,737,760.03; E 3,117,456.82  
2.0 miles west along the Gulf, Colorado and Santa Fe railway from the station at Marvel, Brazoria County, 0.2 mile west of a shell-road crossing, 5-1/2 feet northwest of mile pole 36, 39 feet south of the south rail, 33 feet north of the centerline of a dirt road, 6.7 feet north of the right-of-way fence, 3 feet west of a white wooden witness post and set in the top of a concrete post about flush with the ground; Stamped E 306 1935, Elev. +52.00' (1991 Adjustment) NAVD 88  
**Floodplain Statement:**  
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**LEGEND**

← TRAFFIC FLOW

PHASE 1 - CONSTRUCT  
PROP CONC PAVEMENT

PHASE 2 - REMOVE EXIST CONC & ASPHALT PVT; CONSTRUCT  
PROP CONC PAVEMENT

PHASE 3 - REMOVE EXIST CONC & ASPHALT PVT; CONSTRUCT  
PROP CONC PAVEMENT

PHASE 4 - REMOVE EXIST  
CONC & ASPHALT PVT

| APP. | REVISION | DATE |
|------|----------|------|
|      |          |      |
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**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
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TBPE No. F-726 | TBPLS No. 10092300  
ENGINEERING THE FUTURE SINCE 1936

| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68             |
|-------------|------------|--------------------------------|
| DSGN. EHRA  | DATE 5/19  | FILE: 8-9 Traffic Control Plan |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1                |
| CHKD. _____ | DATE _____ | DWG. NO. _____                 |
| APPR. _____ | DATE _____ | <b>P-3988</b>                  |

**BRAZORIA COUNTY MUD NO 55  
IOWA COLONY MERIDIANA  
ACCESS ROAD AND UTILITIES  
TO SERVE POD 68**

**TRAFFIC CONTROL  
PHASING 1 & 2 PLAN**

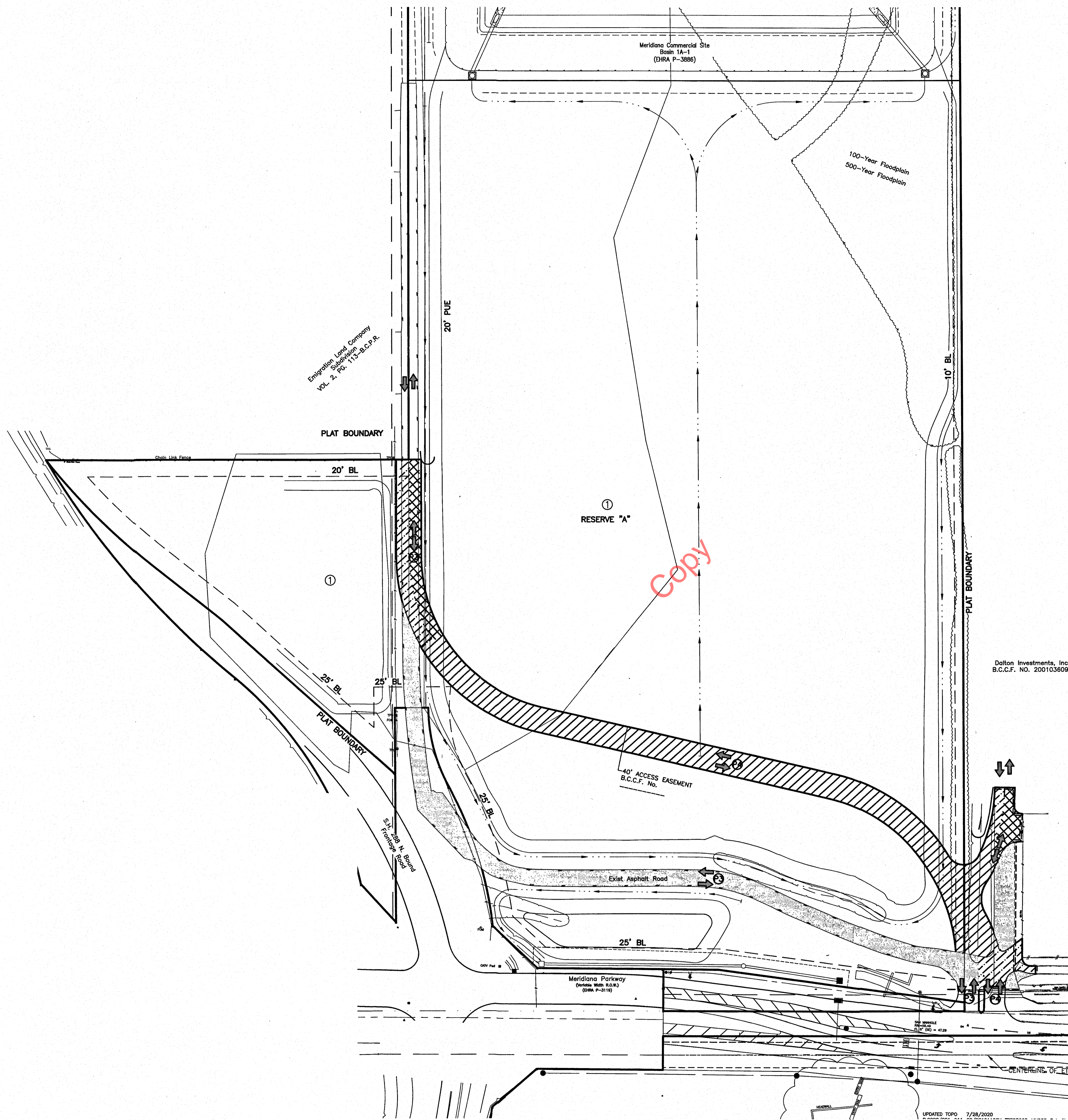
**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING  
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DINH HO, P.E., CITY ENGINEER 12182020  
DATE

**CITY OF  
IOWA  
COLONY**

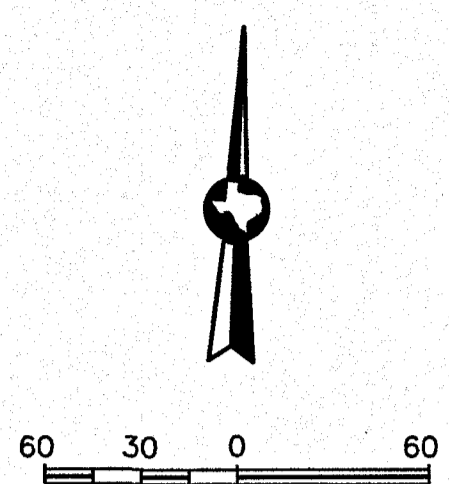
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=60'  
VERT. \_\_\_\_\_

SHEET 8 OF 30



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- LEGEND**
- TRAFFIC FLOW
  - PHASE 1 - CONSTRUCT PROP CONC PAVEMENT
  - PHASE 2 - REMOVE EXIST CONC & ASPHALT PVT; CONSTRUCT PROP CONC PAVEMENT
  - PHASE 3 - REMOVE EXIST CONC & ASPHALT PVT; CONSTRUCT PROP CONC PAVEMENT
  - PHASE 4 - REMOVE EXIST CONC & ASPHALT PVT

| APP. | REVISION | DATE |
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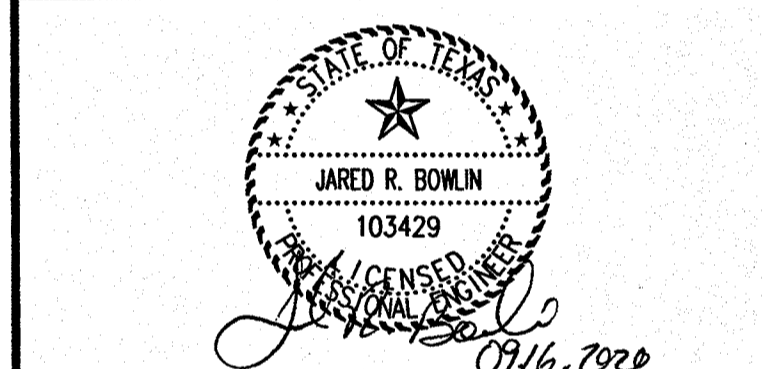
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**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
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Date: \_\_\_\_\_  
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TBPE No. F-726 | TBPLS No. 1009200  
ENGINEERING THE FUTURE SINCE 1936

|             |            |                                |
|-------------|------------|--------------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68             |
| DSGN. EHRA  | DATE 5/19  | FILE: 8-9 Traffic Control Plan |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1                |
| CHKD. _____ | DATE _____ | DWG. NO. _____                 |
| APPR. _____ | DATE _____ | P-3988                         |

**BRAZORIA COUNTY MUD NO 55  
IOWA COLONY MERIDIANA  
ACCESS ROAD AND UTILITIES  
TO SERVE POD 68**

**TRAFFIC CONTROL  
PHASING 3 & 4 PLAN**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

DATE: 12/18/2020  
DINH HO, P.E., CITY ENGINEER

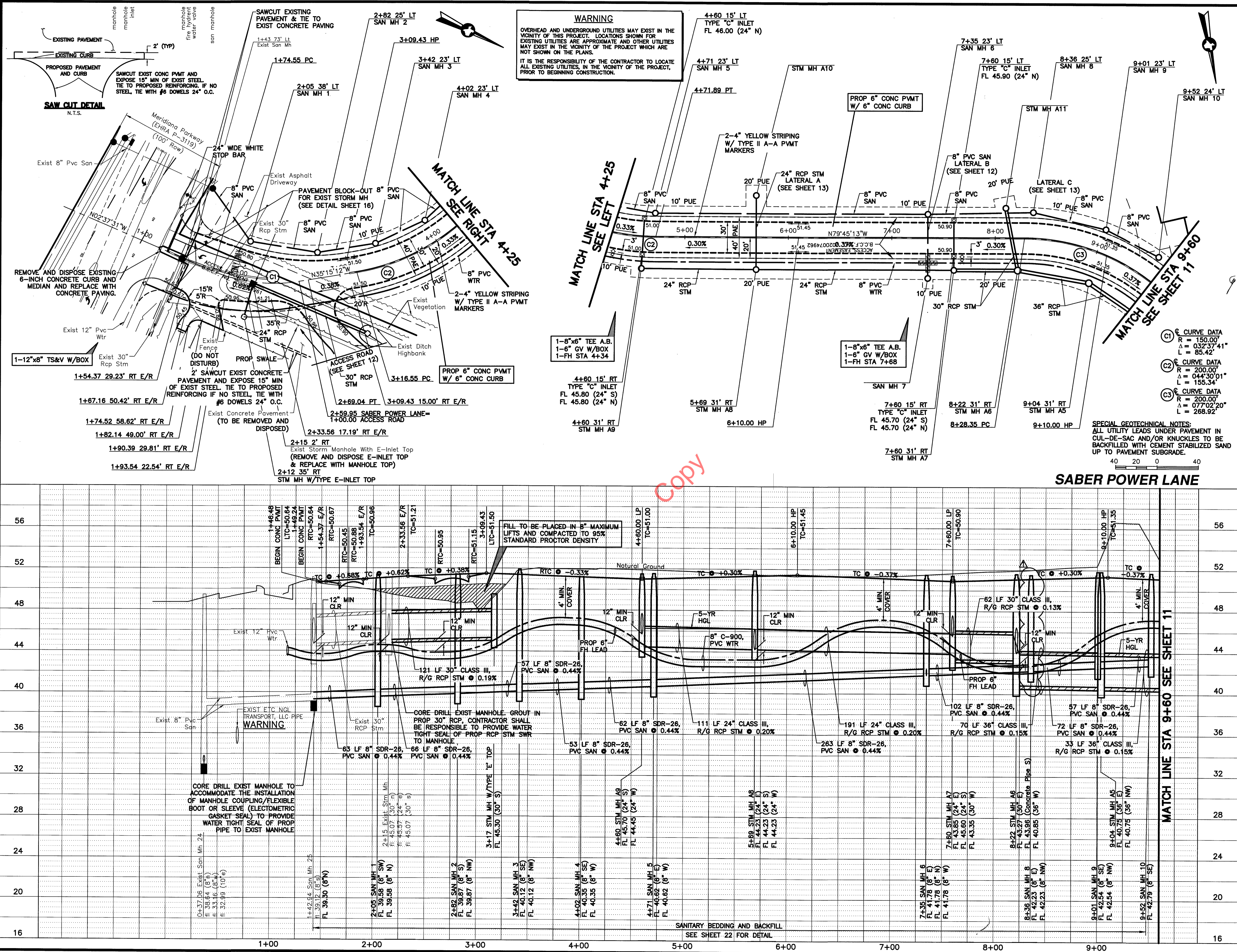


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=60'  
VERT. \_\_\_\_\_  
SHEET 9 OF 30

- TRAFFIC CONTROL NOTES:**
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P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\10 Sabar Power Lane (PPI).dwg Jan 04, 2021-10:02am Edited by: eprasa



**BENCHMARK(S)/FLOODPLAIN:**

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N 13,737.780.03, E 3,117.456.82  
2.0 miles west along the Gulf, Colorado, and Santa Fe  
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northwest of mile pole 38, 39 feet south of the south  
rail, 33 feet north of the centerline of a dirt road, 8.7  
feet north of the right-of-way fence, 3 feet west of a  
white wooden witness post and set in the top of a  
concrete post about flush with the ground; Stamped E  
306 1935. Elev.=52.00' (1991 Adjustment) NAVD 88

**LEGEND**

1-18-FOOT JOINT OF 150 PSI  
LINED DUCTILE IRON OR PVC  
CENTERED AT WATER LINE  
AND SANITARY LINE W/  
RESTRAINED JOINTS

**REVISION**

| APP. | REVISION                      | DATE   |
|------|-------------------------------|--------|
| Δ    | ADJUSTED SAN MH RIM ELEVATION | 1/4/21 |

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Date: \_\_\_\_\_  
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SIGNATURE VALID FOR ONE YEAR.

STATE OF TEXAS  
JARED R. BOWMAN  
103429  
REGISTERED PROFESSIONAL ENGINEER

**EHRA** 10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBP# No. F-726 | TBP# No. 10092300  
ENGINEERING THE FUTURE  
SINCE 1936

SURV. EHRA DATE 5/19 JOB NO. 081-011-68  
DSGN. EHRA DATE 5/19 FILE: 10 Sabar Power Lane (F  
DWN. EHRA DATE 5/19 PLOT SCALE: 1:1  
CHKD. \_\_\_\_\_ DATE \_\_\_\_\_ DWG. NO. \_\_\_\_\_  
APPR. \_\_\_\_\_ DATE \_\_\_\_\_ **P-3988**

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

SABER POWER LANE  
STA 0+00 TO 9+60  
PLAN AND PROFILE

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING  
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL  
COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY  
THE CITY OF IOWA COLONY.

DINH HO, P.E., CITY ENGINEER DATE \_\_\_\_\_

**CITY OF IOWA COLONY**

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES  
SCALE:  
HORIZ. 1"=40'  
VERT. 1"=4'

SHEET 10 OF 30

## WARNING

OVERHEAD AND UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THE PROJECT WHICH ARE NOT SHOWN ON THE PLANS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, IN THE VICINITY OF THE PROJECT, PRIOR TO BEGINNING CONSTRUCTION.

## BENCHMARK(S)/FLOODPLAIN:

NCS Monument No. E-306  
N 13,737,780.03; E 3,117,456.82  
2.0 miles west along the Gulf, Colorado and Santa Fe railway from the station at Manvel, Brazoria County, 0.2 mile west of a shell-road crossing, 5-1/2 feet northwest of mile pole 35, 39 feet south of the south rail, 33 feet north of the centerline of a dirt road, 6.7 feet north of the right-of-way fence, 3 feet west of a white wooden witness post and set in the top of a concrete post about flush with the ground; Stamped E 306 1935, Elev=52.00' (1991 Adjustment) NAVD 88 Floodplain Statement.

Based on the effective FIRMS (DATED June 5, 1989) Panel No.48039C0110H and 48039C0120H and revised by Letter of Map Revision (LOMR) effective September 28, 2018, all clearing, cut and fill is located inside the limits of the 500 yr floodplain (Zone "X" shaded).

## LEGEND

1-18-FOOT JOINT OF 150 PSI LINED DUCTILE IRON OR PVC CENTERED AT WATER LINE AND SANITARY LINE W/ RESTRAINED JOINTS

| APP. | REVISION | DATE |
|------|----------|------|
|      |          |      |
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|      |          |      |

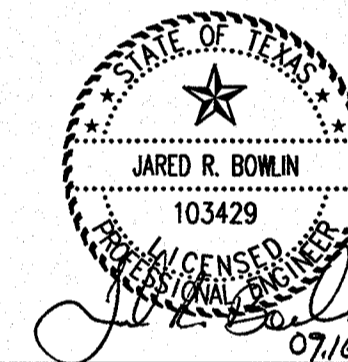
**NOTICE:**  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED.  
THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

## VERIFICATION OF PRIVATE UTILITY LINES

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION)  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
APPROVED FOR AT&T TEXAS/SMT UNDERGROUND CONDUIT FACILITIES ONLY.  
SIGNATURE VALID FOR ONE YEAR.



**EHRA** 10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TYPE No. F-726 | TBPLS No. 10092300  
ENGINEERING THE FUTURE SINCE 1936

|             |            |                               |
|-------------|------------|-------------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68            |
| DSGN. EHRA  | DATE 5/19  | FILE: 11 Sabre Power Lane (F) |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1               |
| CHKD. _____ | DATE _____ | DWG. NO. _____                |
| APPR. _____ | DATE _____ | <b>P-3988</b>                 |

**BRAZORIA COUNTY MUD NO 55  
IOWA COLONY MERIDIANA  
ACCESS ROAD AND UTILITIES  
TO SERVE POD 68**

SABER POWER LANE  
STA 9+60 TO END  
PLAN AND PROFILE

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

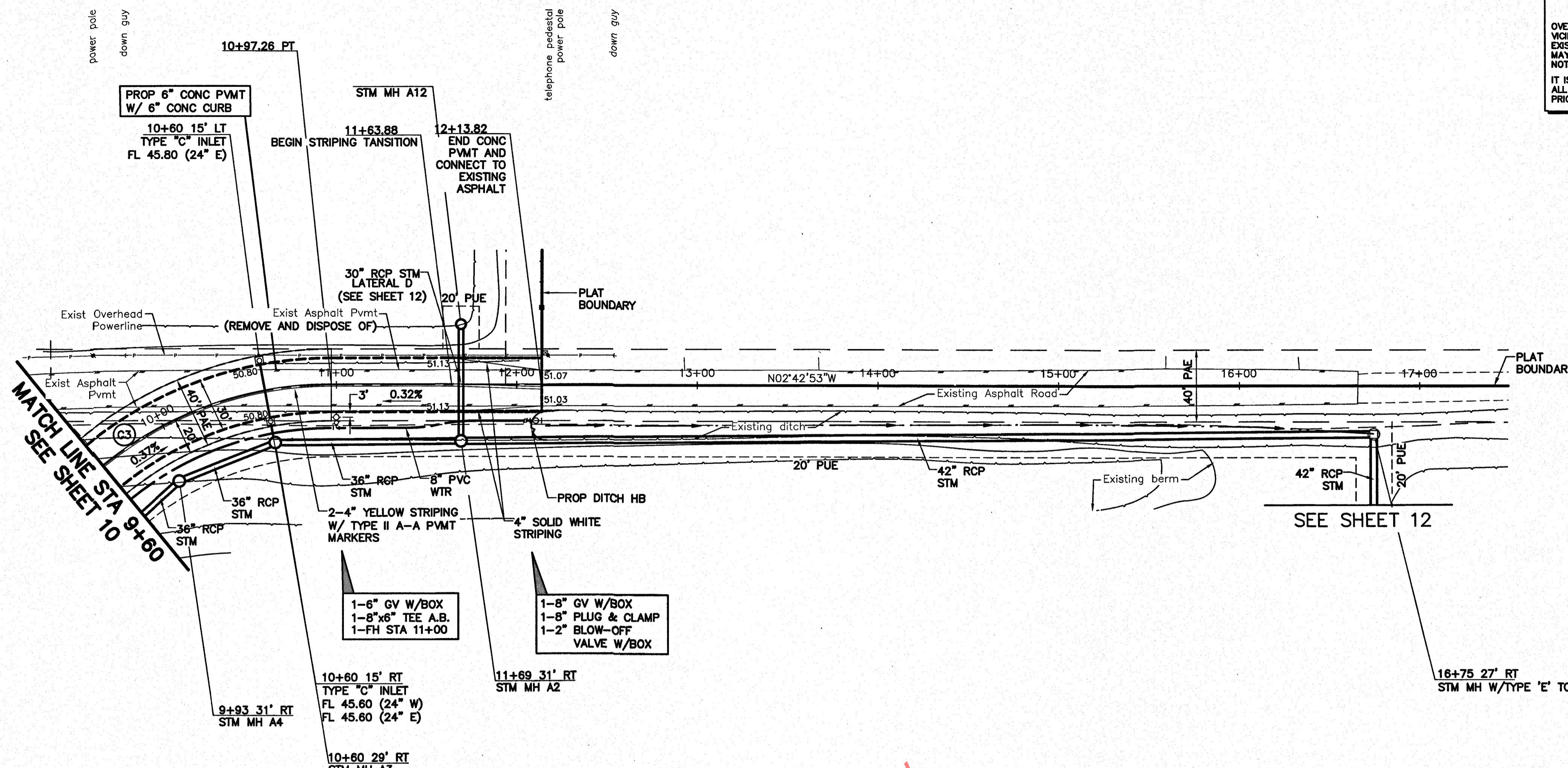
DINH HO, P.E., CITY ENGINEER  
DATE 12182020



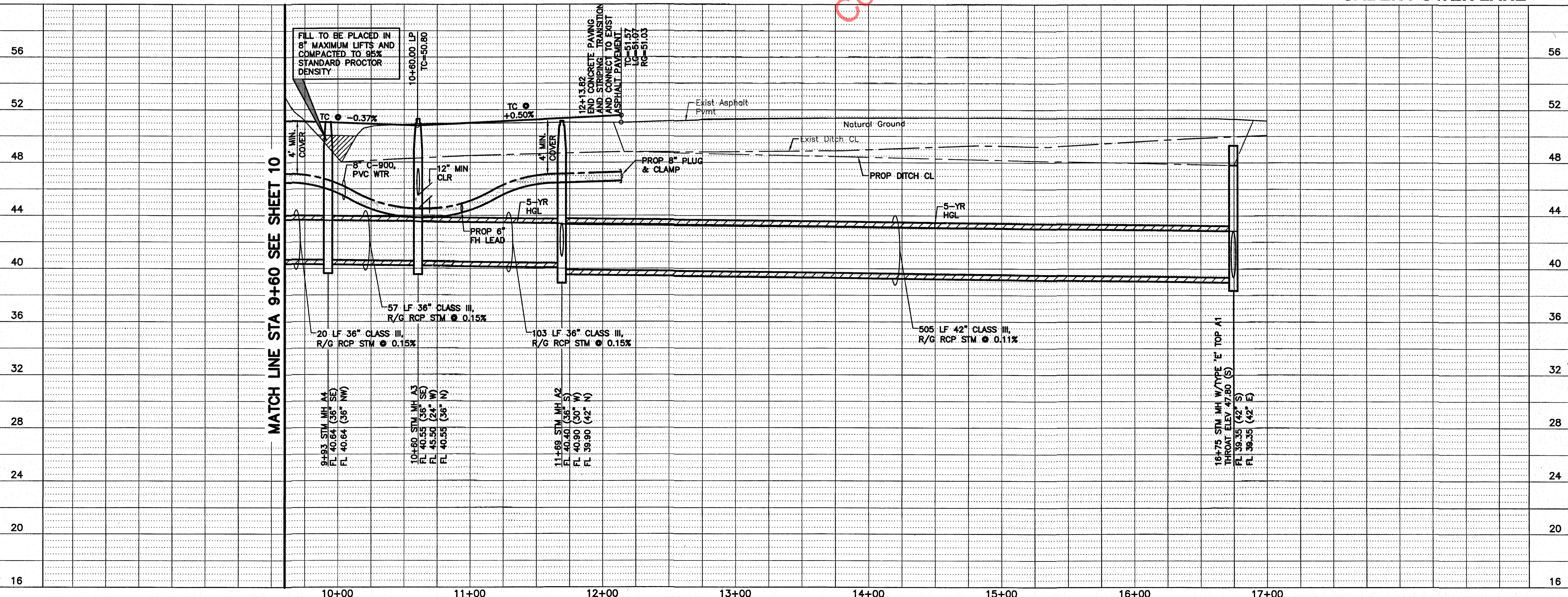
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=40'  
VERT. 1"=4'

SHEET 11 OF 30



## SABER POWER LANE



**WARNING**  
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**BENCHMARK(S)/FLOODPLAIN:**  
NGS Monument No. E-308  
N 13,737,760.03; E 3,117,458.82  
2.0 miles west along the Gulf, Colorado and Santa Fe railway from the station at Marval, Brazoria County, 0.2 mile west of a shell-road crossing, 5-1/2 feet northwest of mile pole 38, 39 feet south of the south rail, 33 feet north of the centerline of a dirt road, 6.7 feet north of the right-of-way fence, 3 feet west of a white wooden witness post and set in the top of a concrete post about flush with the ground; Stamped E 306 1935. Elev=52.00' (1991 Adjustment) NAVD 85  
**Floodplain Statement:**  
Based on the effective FIRMS (DATED June 5, 1989) Panel No.48039C0110H and 48039C0120H and revised by Letter of Map Revision (LOMR) effective September 28, 2018, all clearing, cut and fill is located inside the limits of the 500 yr floodplain (Zone "X" shaded).

**LEGEND**  
1-18-FOOT JOINT OF 150 PSI LINED DUCTILE IRON OR PVC CENTERED AT WATER LINE AND SANITARY LINE W/ RESTRAINED JOINTS

| APP. | REVISION | DATE |
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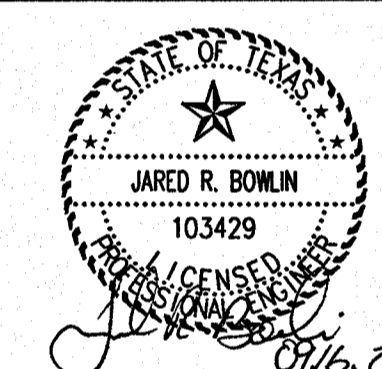
**NOTICE:**  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION.)  
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Date: \_\_\_\_\_  
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SIGNATURE VALID FOR ONE YEAR.



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EHRAInc.com | 713.784.4500  
TPE No. F-726 | TBPLS No. 10092300  
ENGINEERING THE FUTURE SINCE 1936

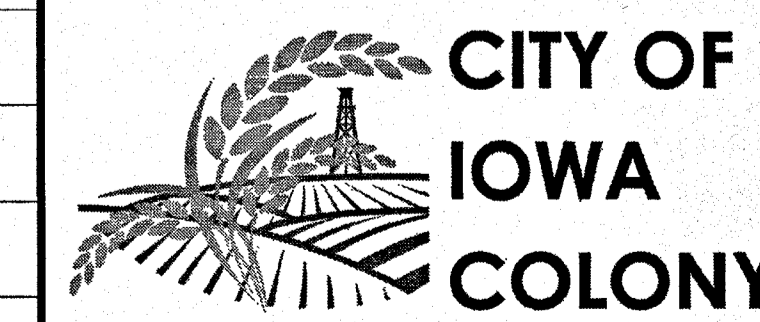
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| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68           |
| DSGN. EHRA  | DATE 5/19  | FILE: 12 Access Road P&P.dwg |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1              |
| CHKD. _____ | DATE _____ | DWG. NO. _____               |
| APPR. _____ | DATE _____ | <b>P-3988</b>                |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**  
**ACCESS ROAD, SANITARY SEWER**  
**LATERAL "A" & STORM SEWER**  
**OUTFALL**  
**PLAN AND PROFILE**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

DINH HO, P.E., CITY ENGINEER  
DATE 12182020



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=40'  
VERT. 1"=4'  
SHEET 12 OF 30

**ACCESS ROAD**

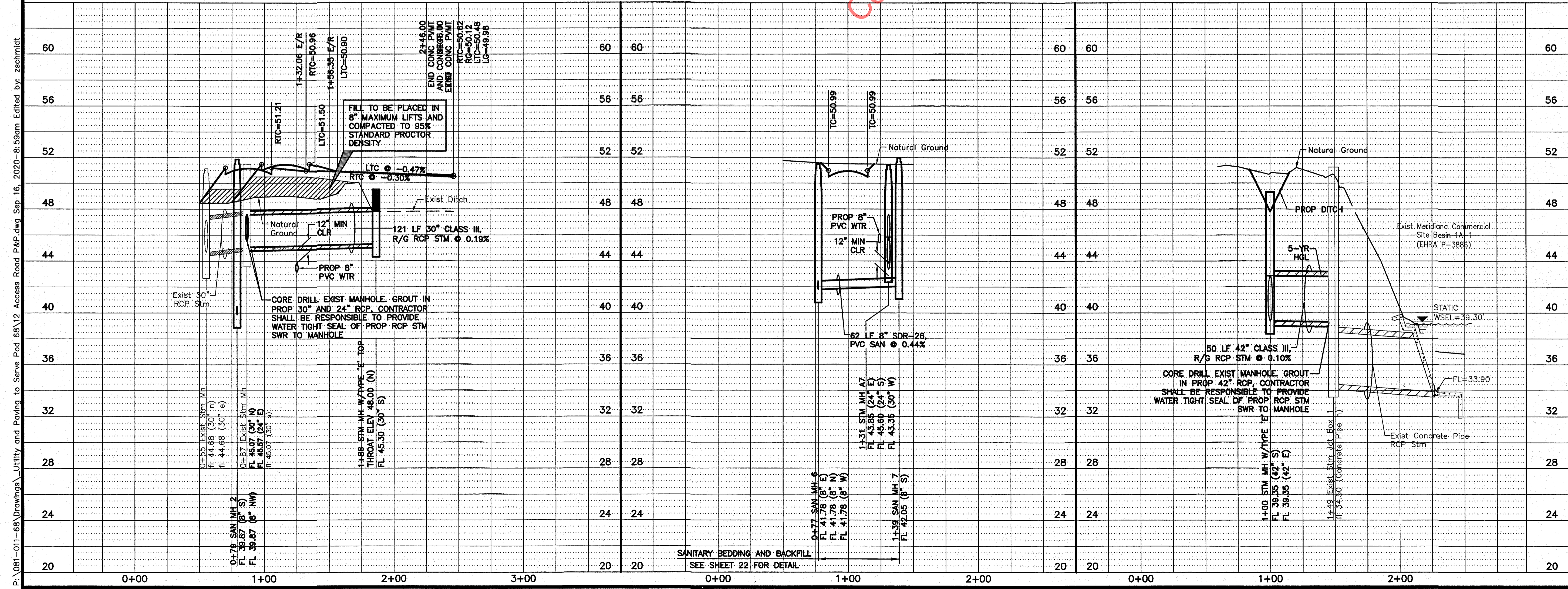
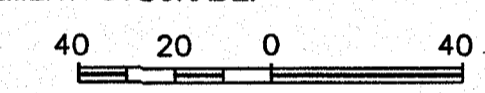
**SANITARY SEWER LATERAL "A"**

**STORM SEWER OUTFALL**

**C4 CURVE DATA**  
R = 200.00'  
Δ = 057°17'44"  
L = 200.00'

**SAW CUT DETAIL**  
N.T.S.

**SPECIAL GEOTECHNICAL NOTES:**  
ALL UTILITY LEADS UNDER PAVEMENT IN CUL-DE-SAC AND/OR KNUCKLES TO BE BACKFILLED WITH CEMENT STABILIZED SAND UP TO PAVEMENT SUBGRADE.



P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\12 Access Road P&P.dwg Sep 16, 2020-8:59am Edited by: zschmidt

**WARNING**  
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**LEGEND**

| APP. | REVISION | DATE |
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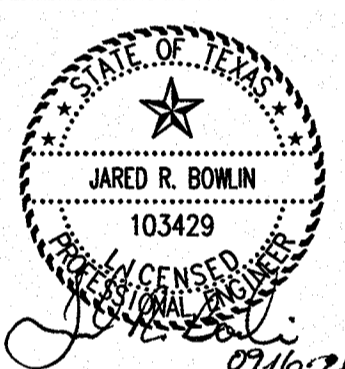
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**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
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ENGINEERING THE FUTURE SINCE 1936

|             |            |                              |
|-------------|------------|------------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68           |
| DSGN. EHRA  | DATE 5/19  | FILE: 13 Storm Sewer Lateral |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1              |
| CHKD. _____ | DATE _____ | DWG. NO. _____               |
| APPR. _____ | DATE _____ | <b>P-3988</b>                |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**  
**STORM SEWER LATERALS**  
**"A", "B", AND "C"**  
**PLAN AND PROFILE**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

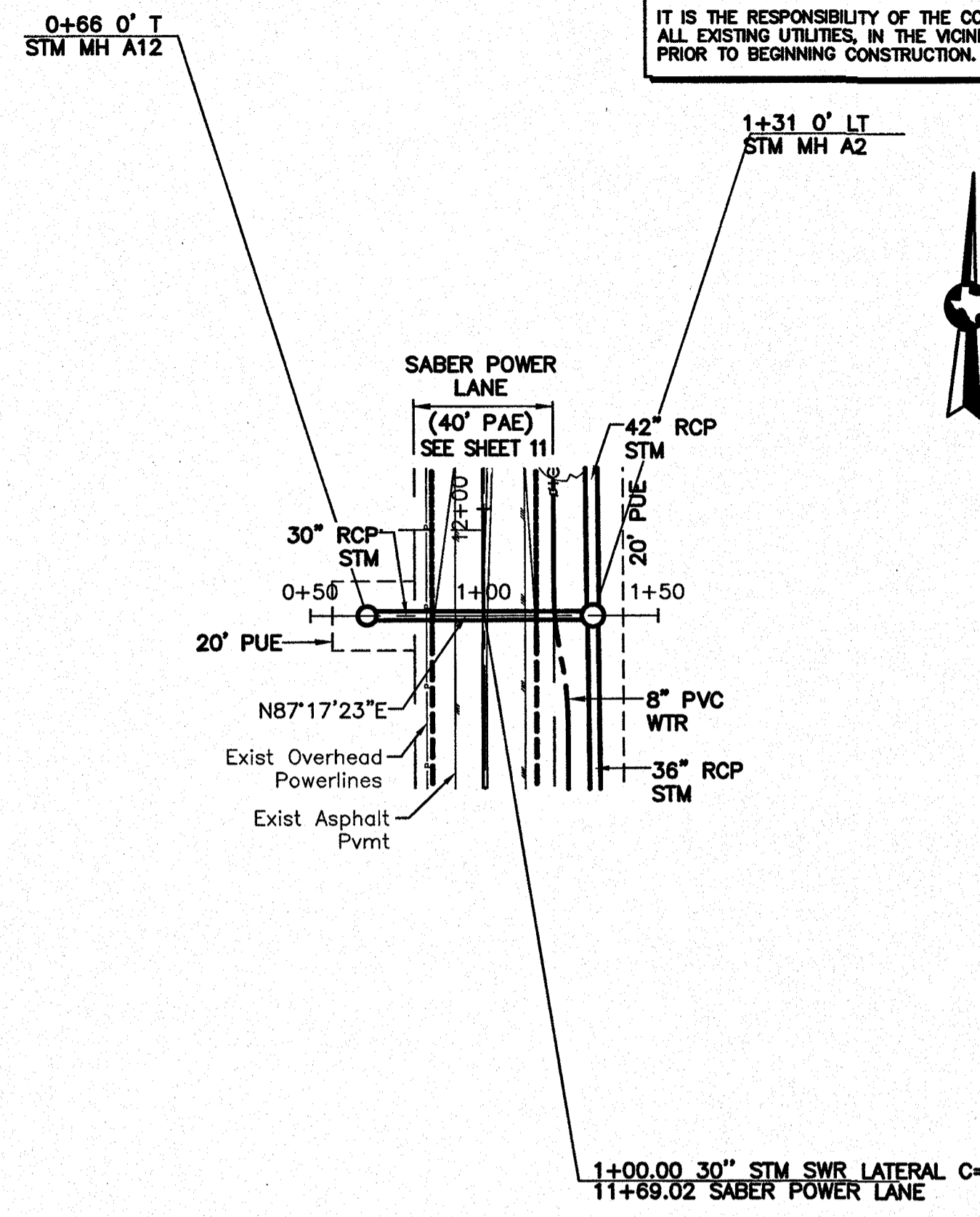
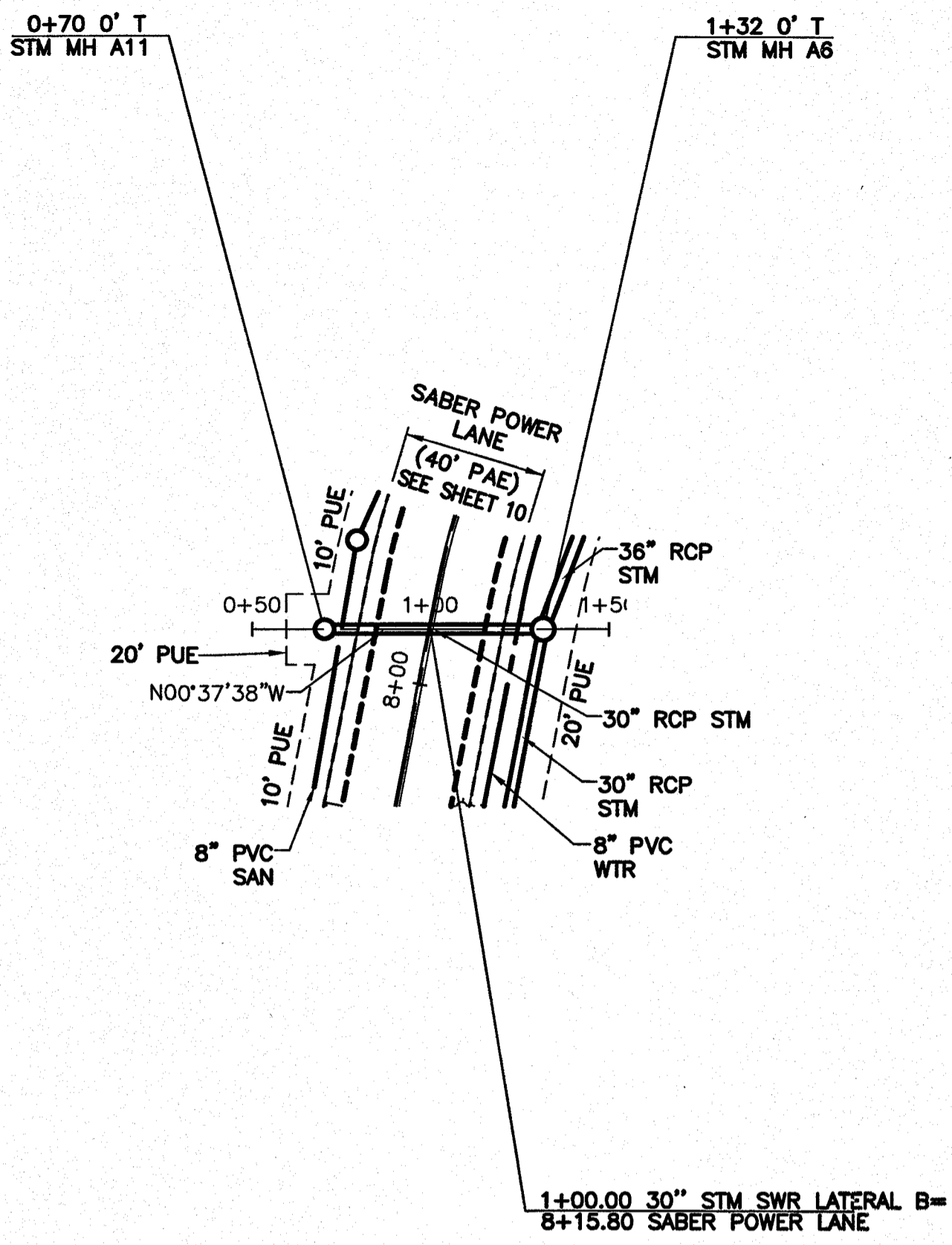
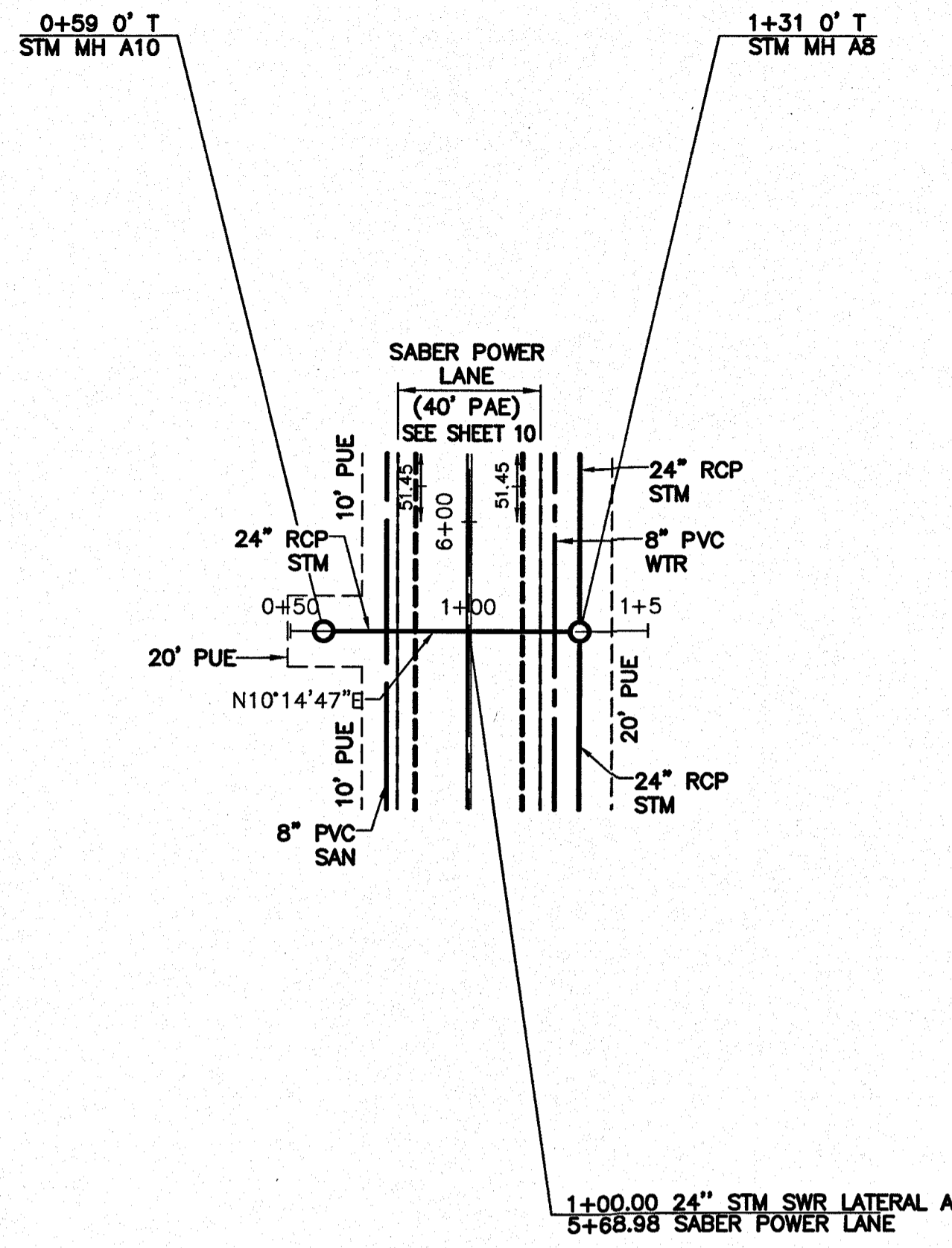
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DINH HO, P.E., CITY ENGINEER  
DATE 12182020

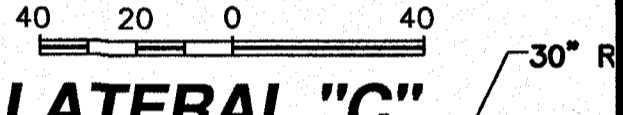


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. 1"=40'  
VERT. 1"=4'  
SHEET 13 OF 30



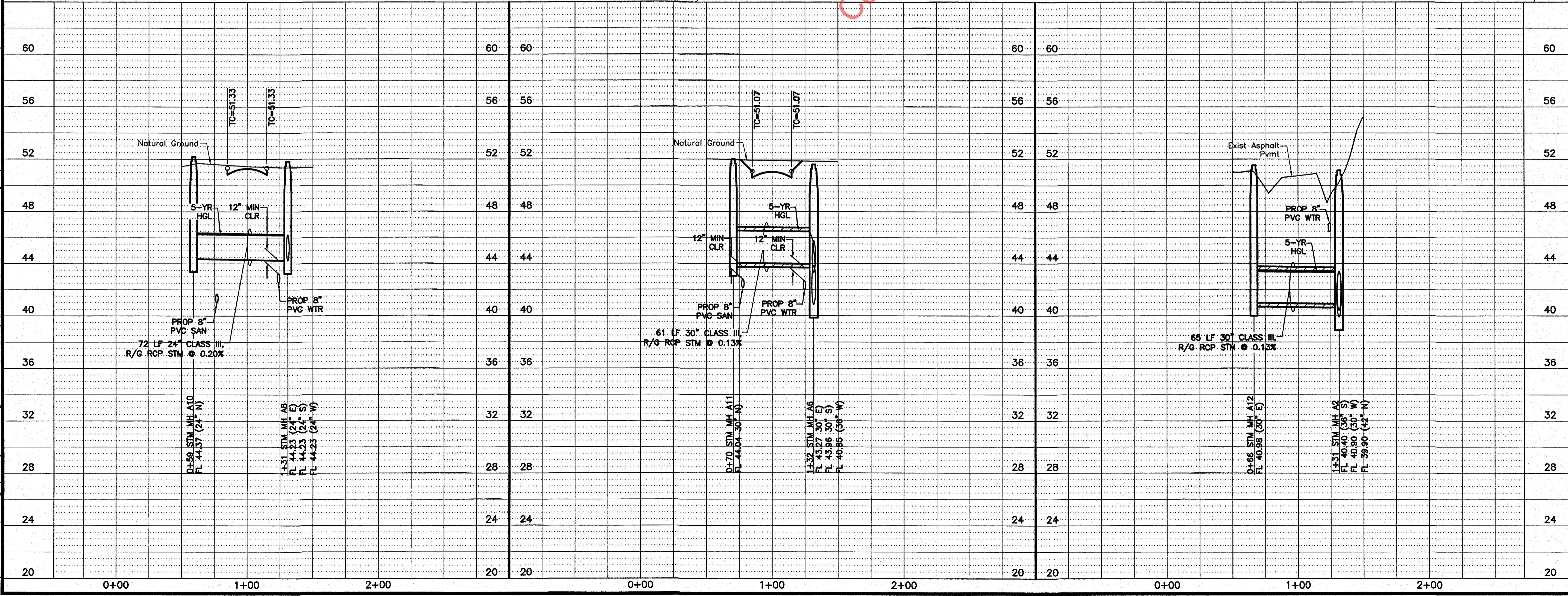
**SPECIAL GEOTECHNICAL NOTES:**  
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**STORM SEWER LATERAL "A"**

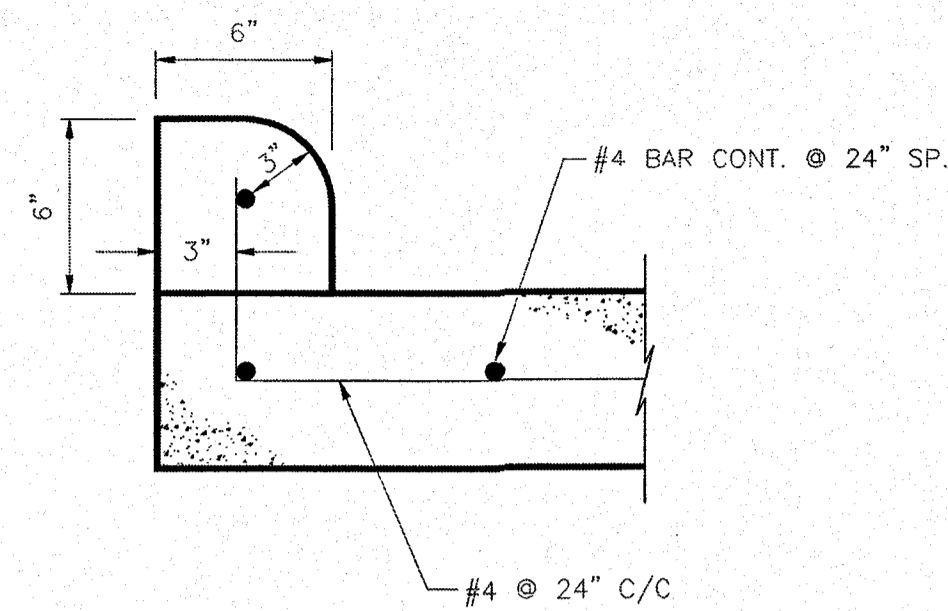
**STORM SEWER LATERAL "B"**

**STORM SEWER LATERAL "C"**

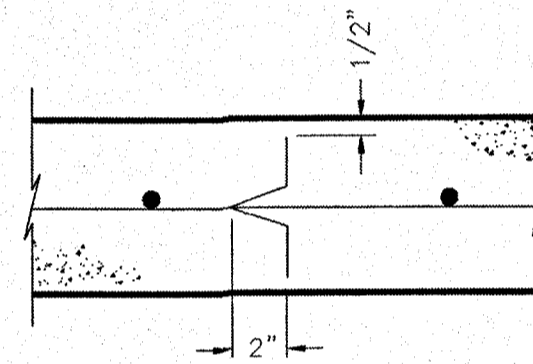


P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\13 Storm Sewer Lateral.dwg Sep 16, 2020-8:59am Edited by: zschmidt

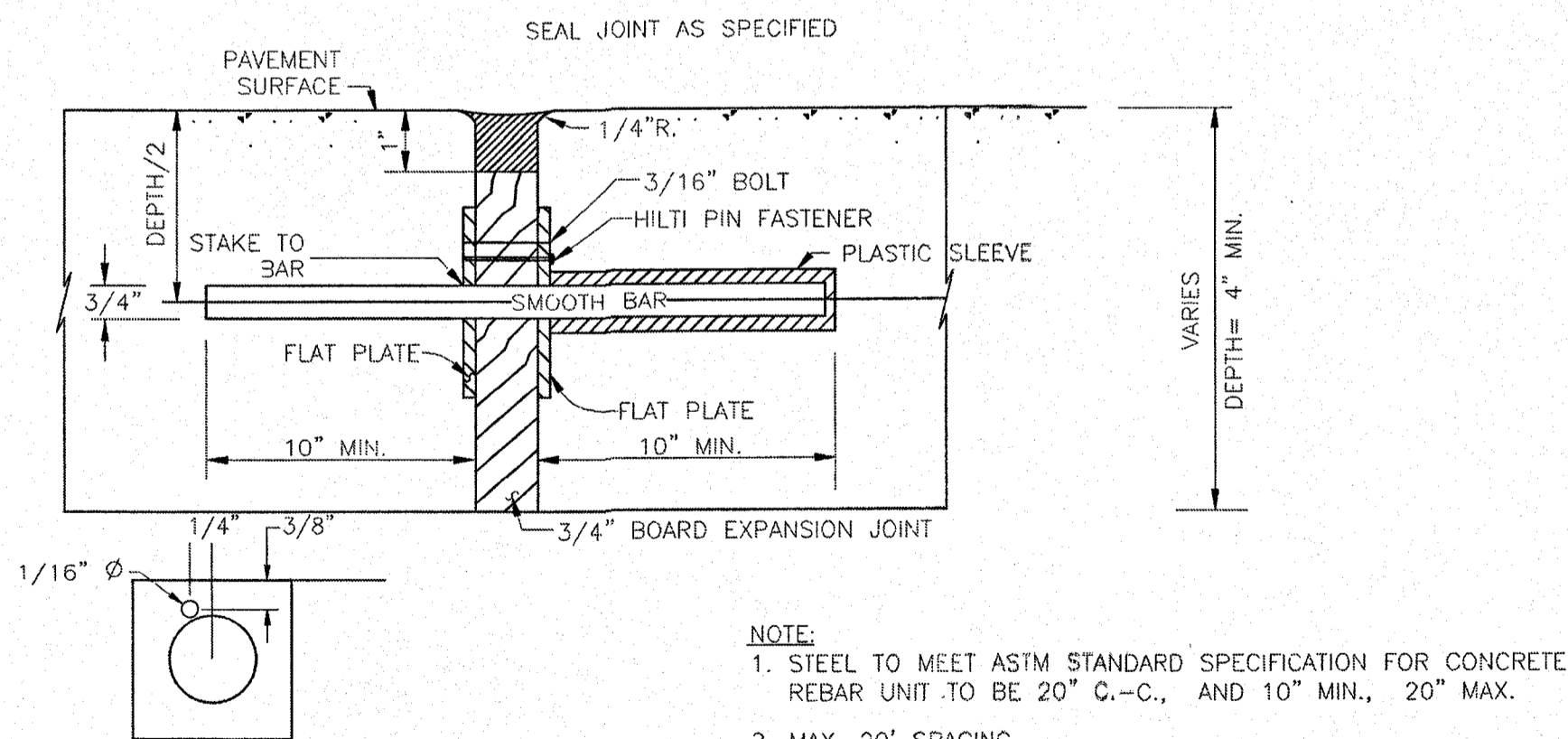
P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\14 Paving Details (Sheet 1 of 4).dwg Sep 17, 2020-11:11am Edited by: apesquero



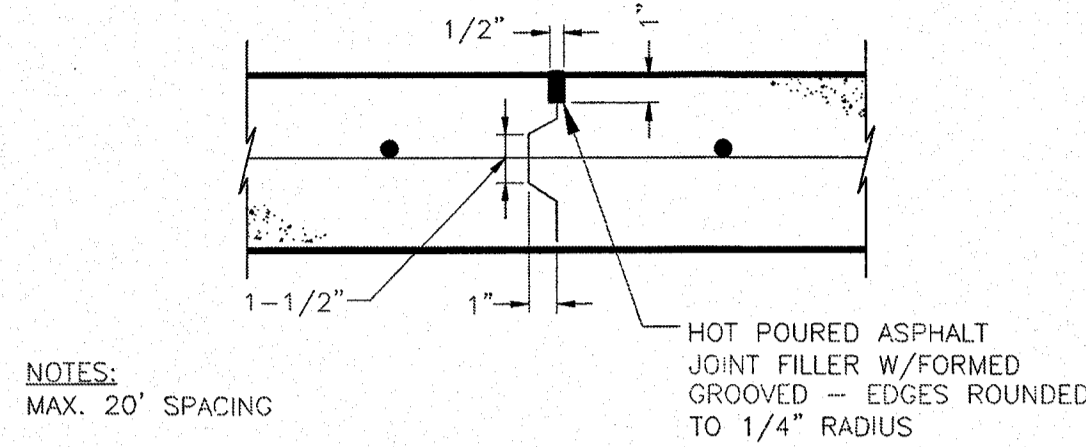
1 DETAIL - CONCRETE CURB  
SCALE: 1"=0.5'



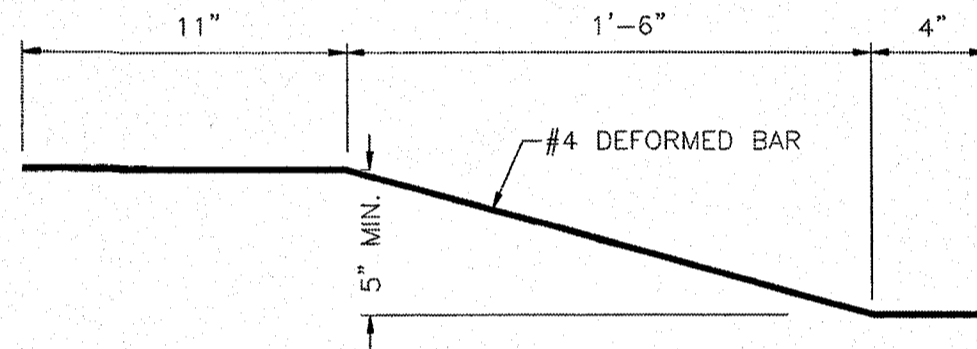
2 DETAIL - DEFORMED METAL STRIP CONTROL JOINT  
(20' SPACING TYP.)  
SCALE: 1"=0.5'



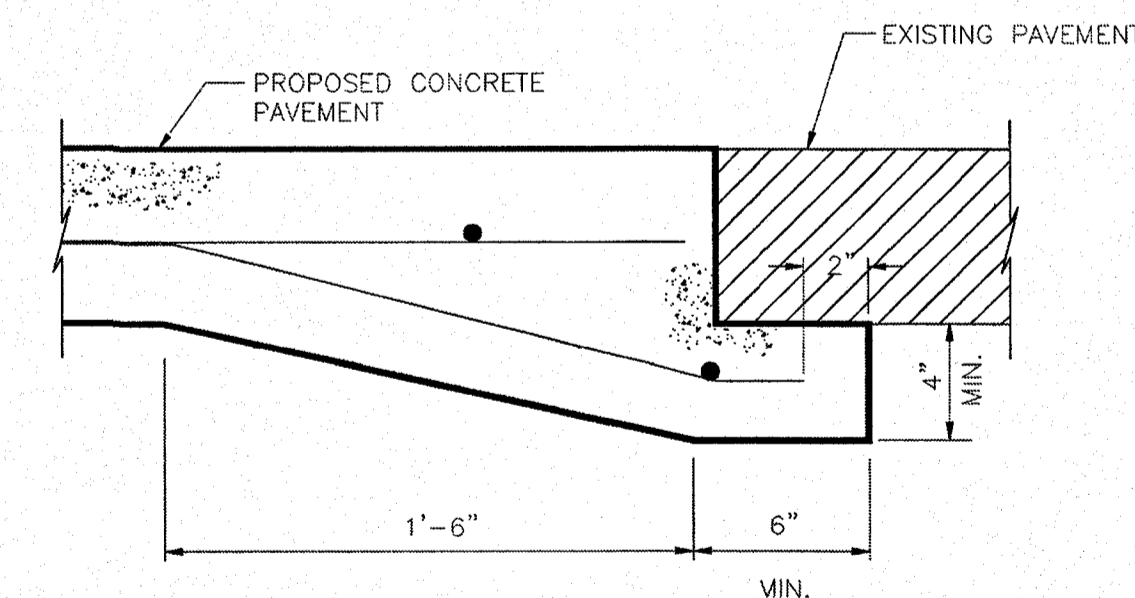
3 DETAIL - DOWEL TYPE EXPANSION JOINT  
N.T.S.



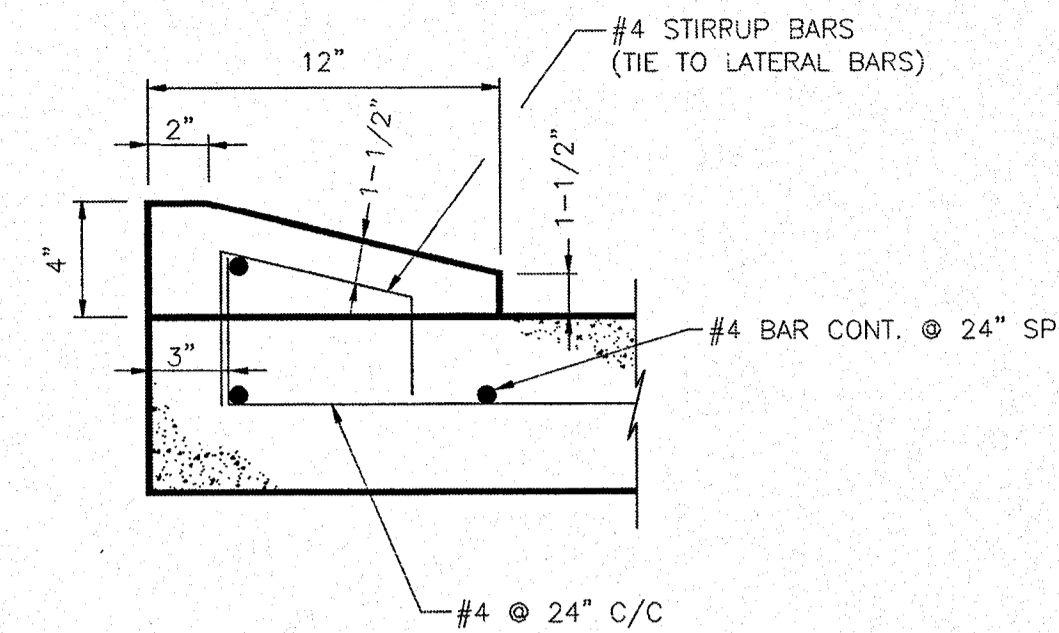
4 DETAIL - CONSTRUCTION JOINT  
SCALE: 1"=0.5'



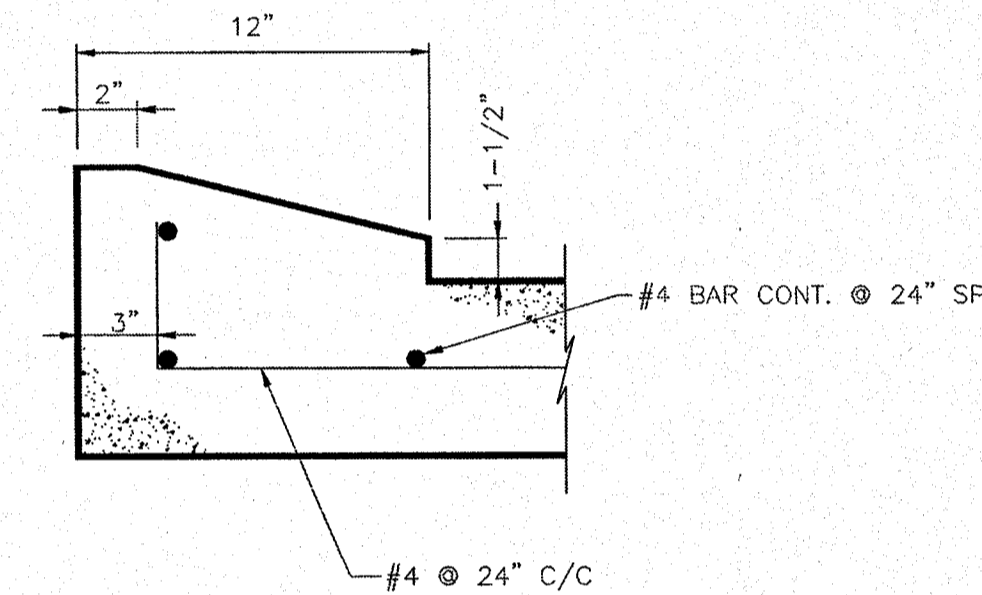
5 DETAIL - UNDERCUT BAR  
SCALE: 1"=0.5'



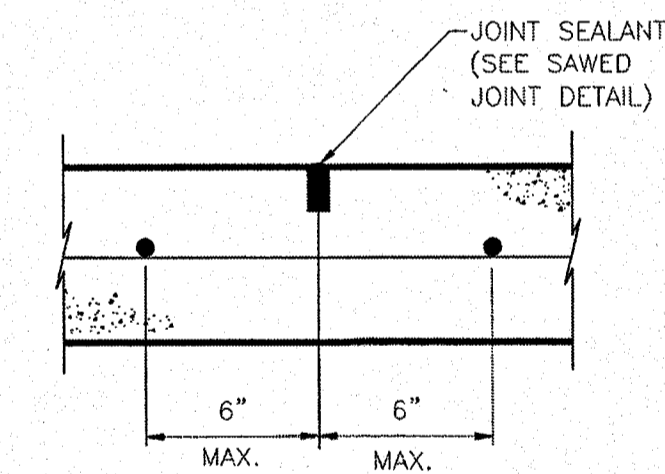
6 DETAIL - PAVING UNDERCUT  
SCALE: 1"=0.5'



7 DOWEL-ON MOUNTABLE CURB  
SCALE: 1"=0.5'



8 MONOLITHIC MOUNTABLE CURB  
SCALE: 1"=0.5'



9 SAW CUT CONTROL JOINT  
N.T.S.

BENCHMARK(S)/FLOODPLAIN:

LEGEND

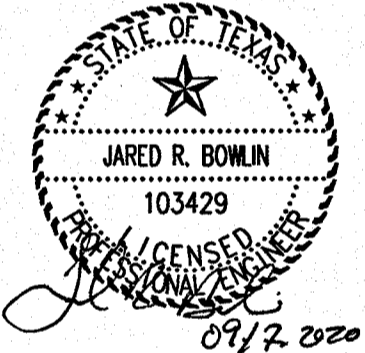
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ENGINEERING THE FUTURE  
SINCE 1936

SURV. EHRA DATE 5/19 JOB NO. 081-011-68  
DSGN. EHRA DATE 5/19 FILE: 14 Paving Details (Sheet 1 of 4)  
DWN. EHRA DATE 5/19 PLOT SCALE: 1:1  
CHKD. \_\_\_\_\_ DATE \_\_\_\_\_ DWG. NO. P-3988  
APPR. \_\_\_\_\_ DATE \_\_\_\_\_

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

PAVING DETAILS  
(SHEET 1 OF 4)

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

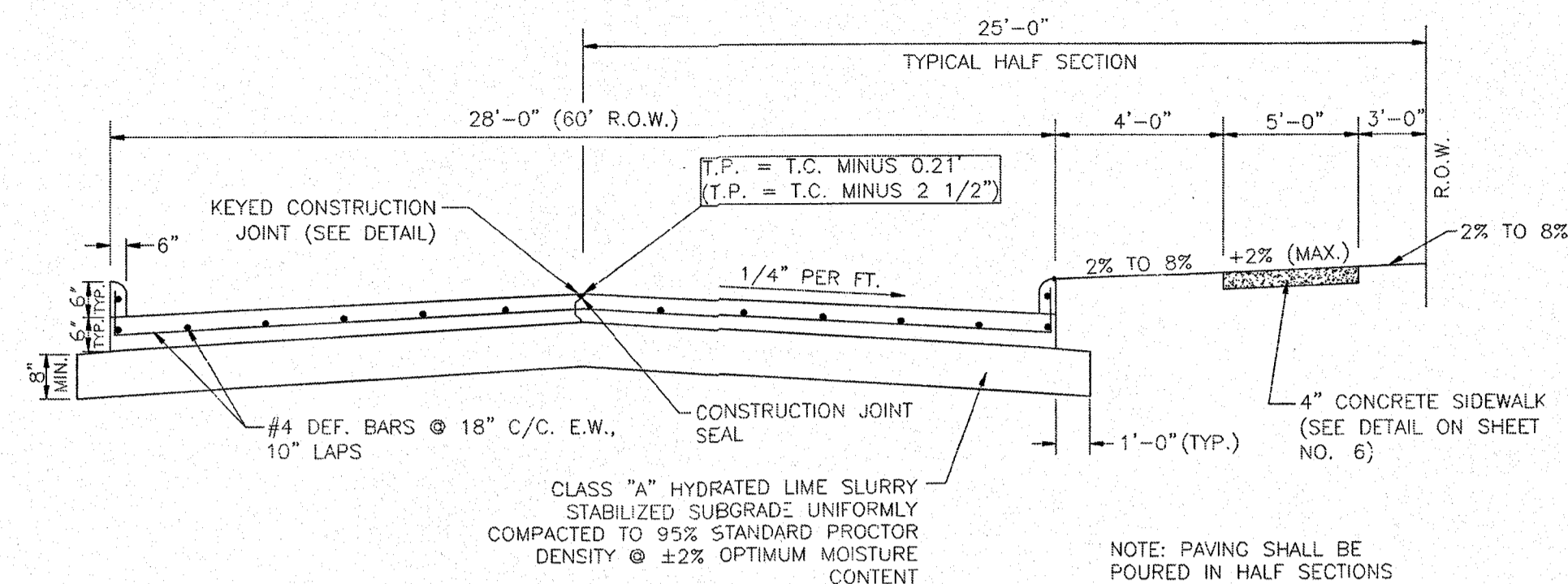
*Dinh Ho, P.E.*  
DINH HO, P.E., CITY ENGINEER 12182020  
DATE



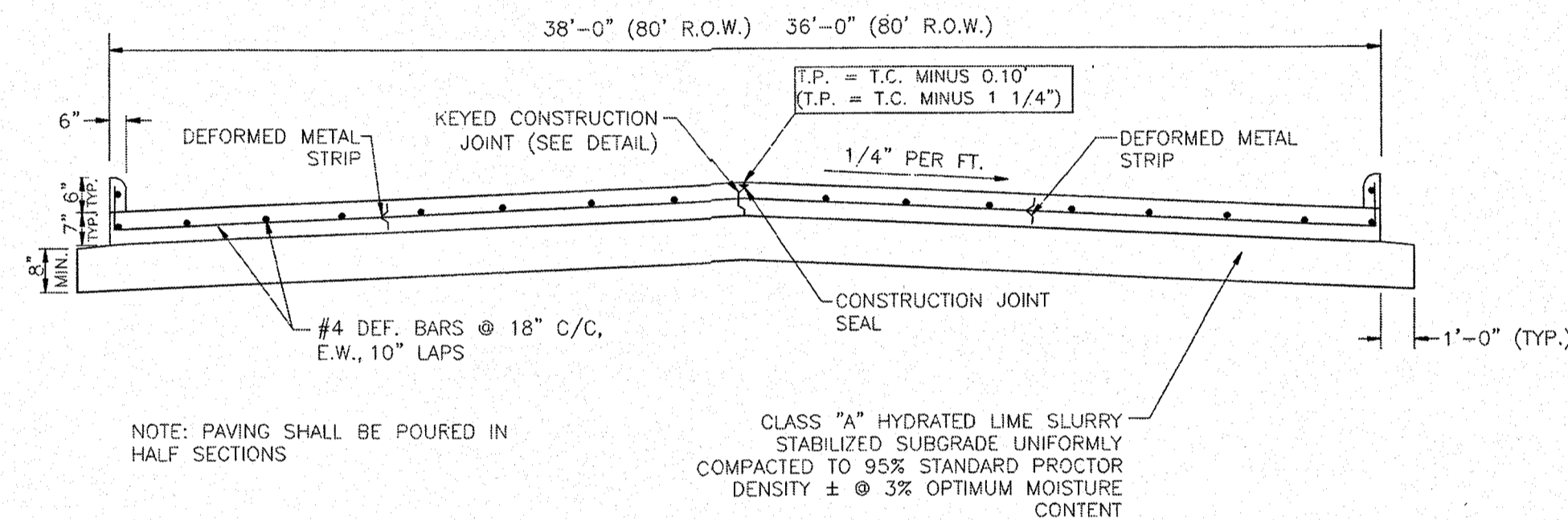
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. \_\_\_\_\_  
VERT. \_\_\_\_\_

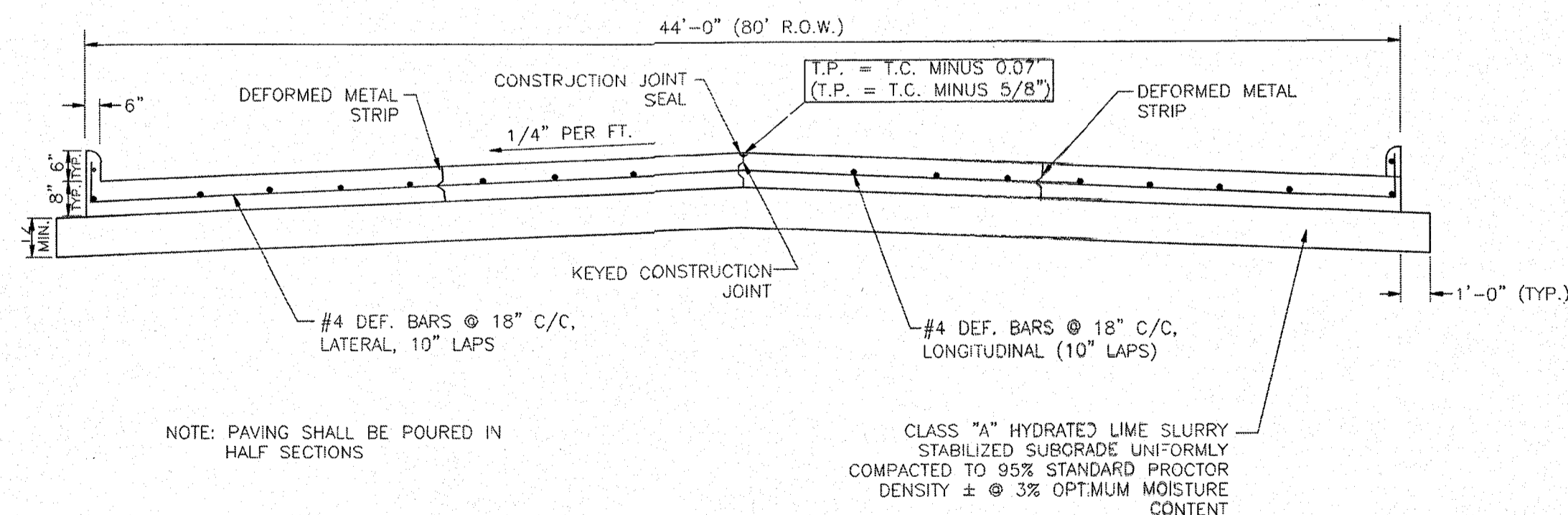
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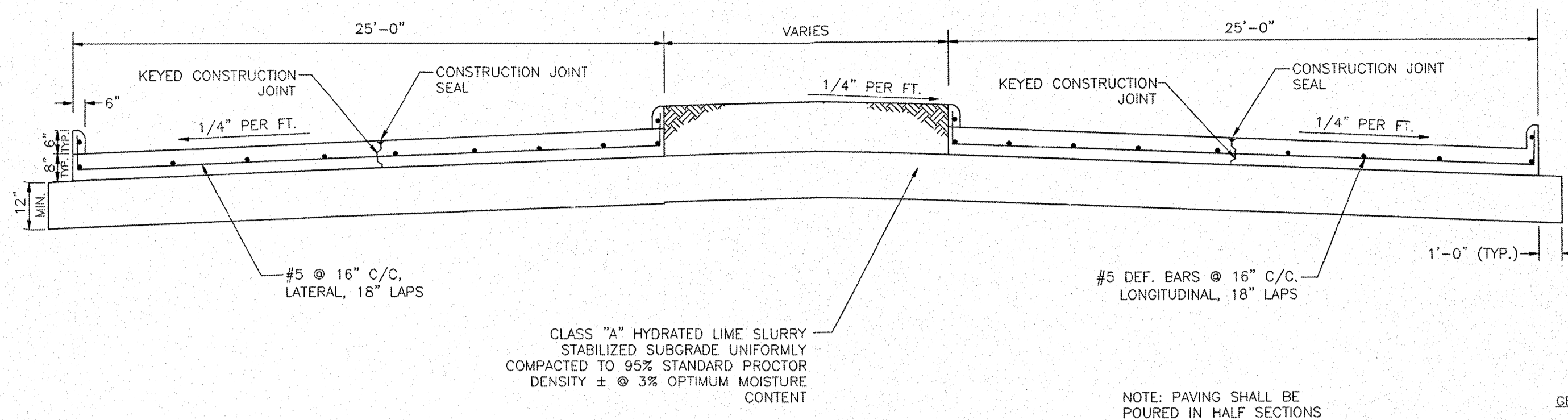
**28'-0" WIDE CONCRETE PAVEMENT**  
RESIDENTIAL STREETS



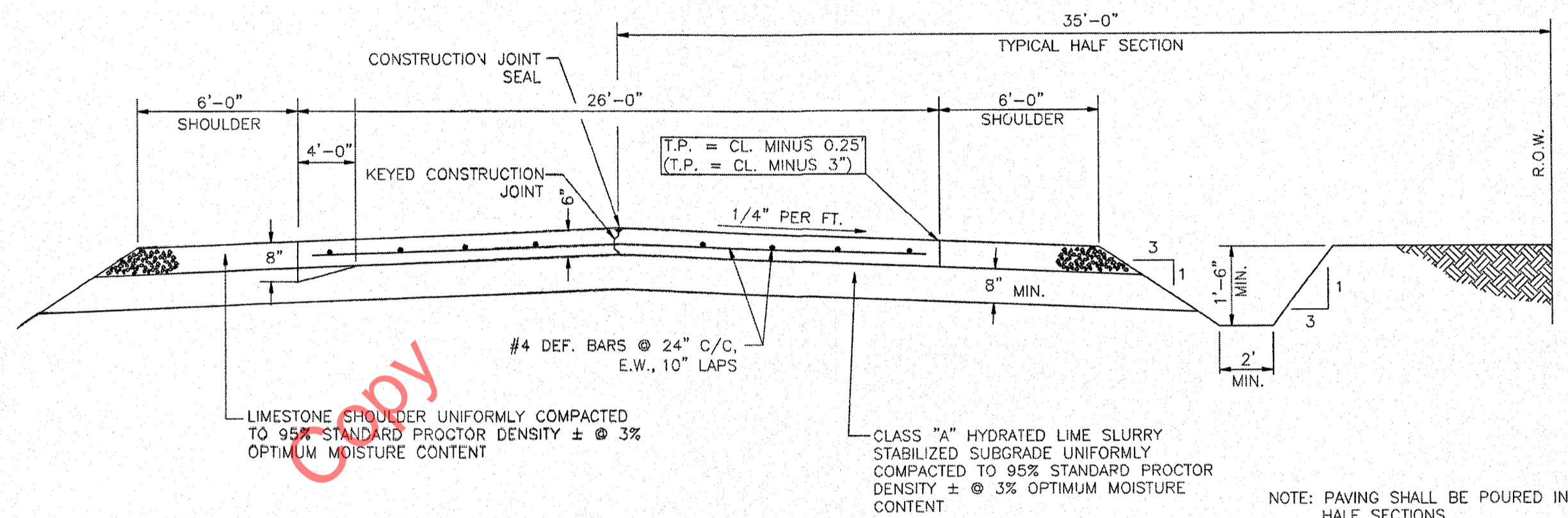
**36'-0" OR 38'-0" WIDE CONCRETE PAVEMENT**  
MINOR COLLECTOR STREETS - MIN. 80' R.O.W.



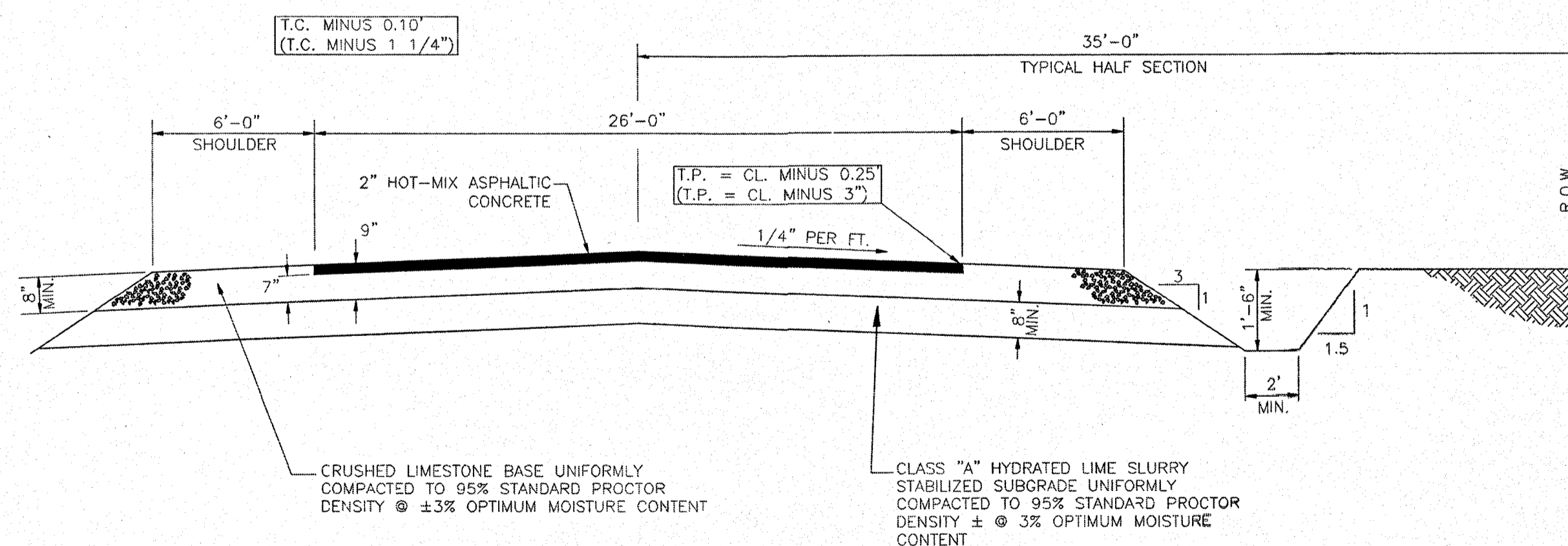
**44'-0" WIDE CONCRETE PAVEMENT**  
COLLECTOR STREETS - MIN. 80' R.O.W.



**50'-0" WIDE CONCRETE PAVEMENT**  
MINOR AND MAJOR ARTERIAL - 120' R.O.W.



**26'-0" WIDE CONCRETE PAVEMENT**  
RESIDENTIAL STREETS IN LARGE LOT SUBDIVISION MIN. 60' R.O.W. (LOTS 1 ACRE OR MORE)



**26'-0" WIDE ASPHALT PAVEMENT**  
RESIDENTIAL STREETS IN LARGE LOT SUBDIVISION MIN. 70' R.O.W. (LOTS 1 ACRE OR MORE)

**GENERAL NOTES:**

- PAVING EXPANSION/CONTRACTION JOINTS SHALL BE SPACED AT 40'-0" C/C.
- CONCRETE USED FOR PAVEMENT SHALL BE A MINIMUM OF 5-1/2 SACK, 4000 PSI COMPRESSIVE STRENGTH AT 28 DAYS. 4 FIELD TEST CYLINDERS SHALL BE TAKEN FROM EVERY 100 CUBIC YARDS AND ANY PORTION LESS THAN 100 CUBIC YARDS FOR EACH MIX DESIGN PLACED EACH DAY, ACCORDING TO ASTM C172-04 STANDARD PRACTICE FOR SAMPLING FRESHLY MIXED CONCRETE.
- CLASS "A" HYDRATED LIME SLURRY SHALL BE APPLIED FOR SOIL STABILIZATION.
- REINFORCING STEEL SHALL COMPLY WITH OR EXCEED A.S.T.M. SPECIFICATIONS 615, GRADE 60, FOR NO. 4 BARS AND LARGER.

APPROVED, ADICO, LLC, 12182020

**BENCHMARK(S)/FLOODPLAIN:**

**LEGEND**

| APP. | REVISION | DATE |
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|      |          |      |
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**NOTICE:**  
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**VERIFICATION OF PRIVATE UTILITY LINES**  
Date:    
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN. (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date:    
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Date:    
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TSPE No. F-726 | TRPLS No. 10092300  
ENGINEERING THE FUTURE SINCE 1936

| SURV. EHRA | DATE 5/19 | JOB NO. 081-011-68                     |
|------------|-----------|--|
| DSGN. EHRA | DATE 5/19 | FILE: 15 Paving Details (Sheet 2 of 4) |
| DWN. EHRA  | DATE 5/19 | PLOT SCALE: 1:1                        |
| CHKD.      | DATE      | DWG. NO.                               |
| APPR.      | DATE      | <b>P-3988</b>                          |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**  
  
**PAVING DETAILS**  
**(SHEET 2 OF 4)**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING  
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.  
  
DINH HO, P.E., CITY ENGINEER 12182020  
DATE  
  
**CITY OF IOWA COLONY**  
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES  

|                           |                |
|---------------------------|----------------|
| SCALE:<br>HORIZ.<br>VERT. | SHEET 15 OF 30 |
|---------------------------|----------------|

P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\16 Paving Details (Sheet 3 of 4).dwg Sep 17, 2020-11:10am Edited by: epequiera

BENCHMARK(S)/FLOODPLAIN:

LEGEND

| APP. | REVISION | DATE |
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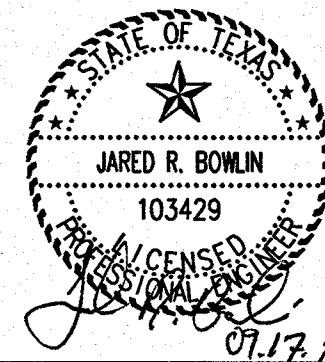
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ENGINEERING THE FUTURE SINCE 1936

|             |            |  |
|-------------|------------|--|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68                     |
| DSGN. EHRA  | DATE 5/19  | FILE: 16 Paving Details (Sheet 3 of 4) |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1                        |
| CHKD. _____ | DATE _____ | DWG. NO. _____                         |
| APPR. _____ | DATE _____ | P-3988                                 |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

PAVING DETAILS  
(SHEET 3 OF 4)

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

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*[Signature]*

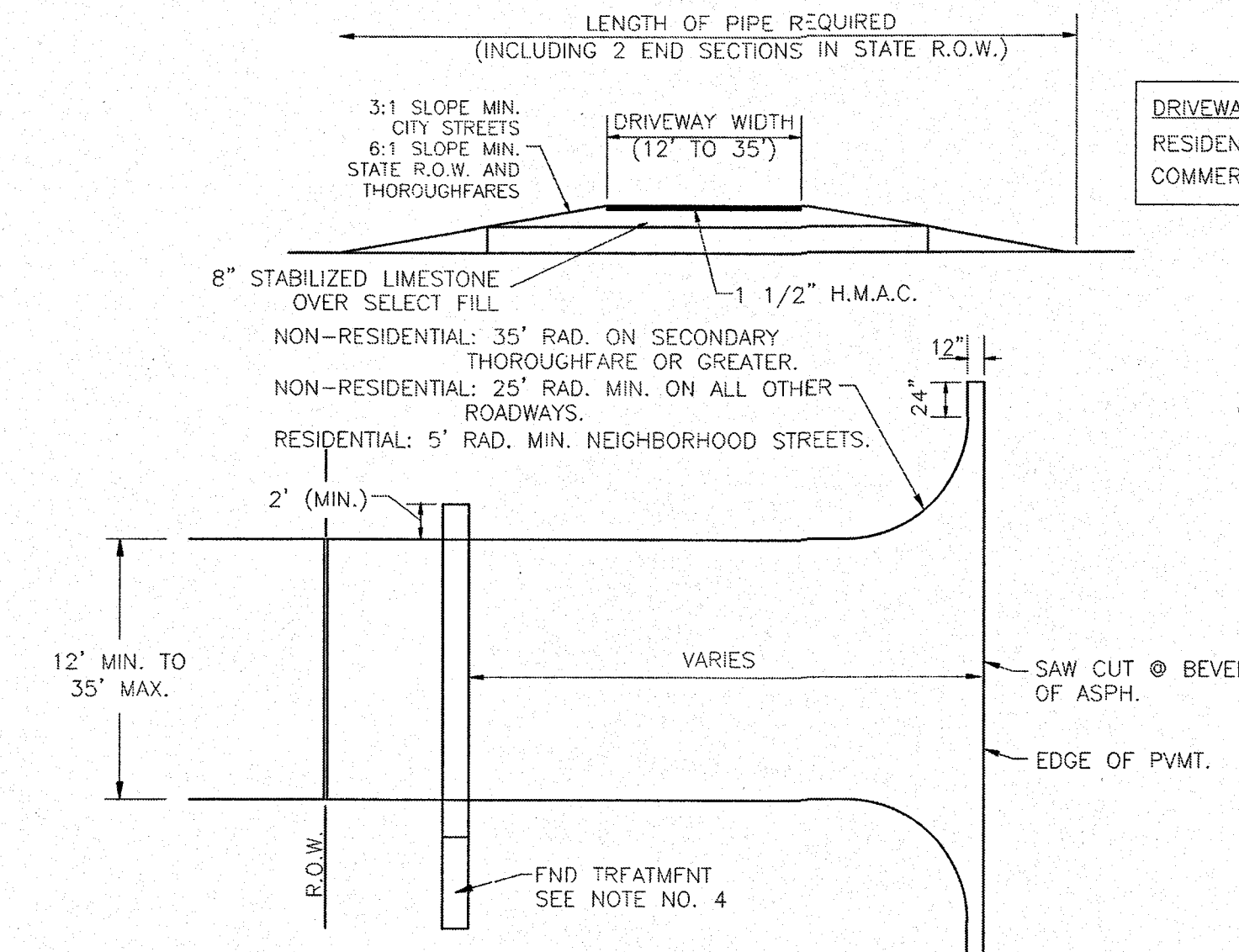
DINH HO, P.E., CITY ENGINEER

12182020  
DATE

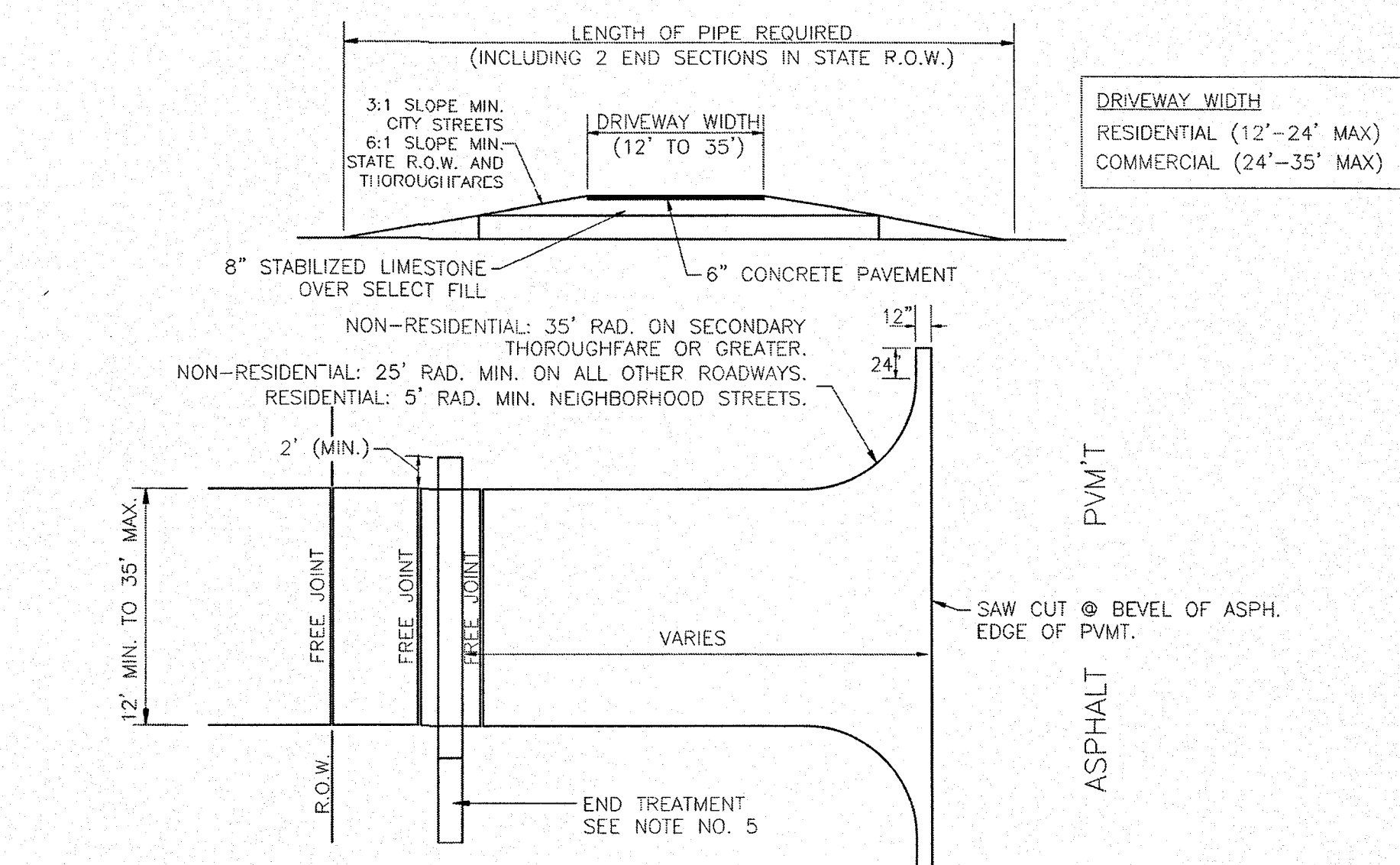


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

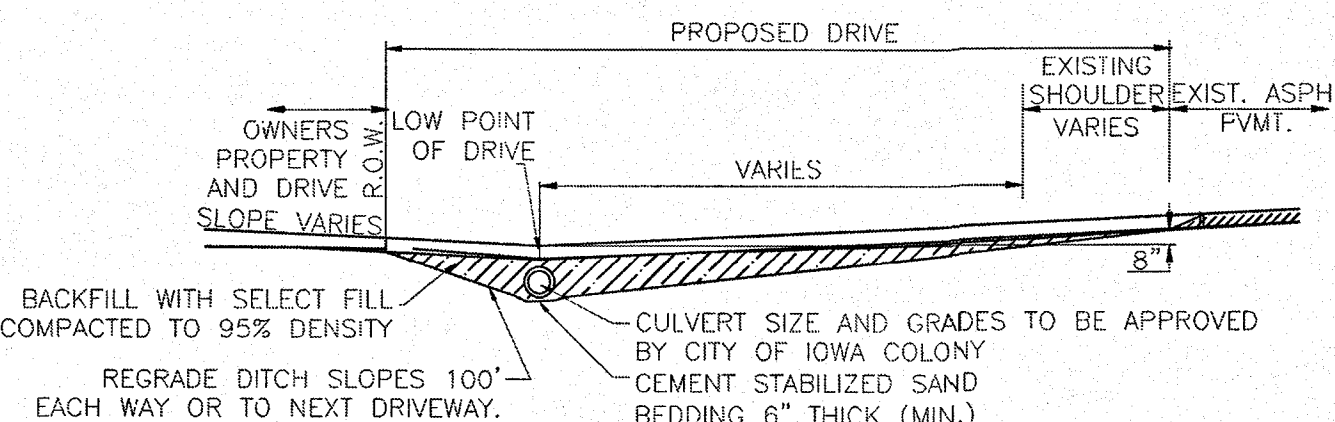
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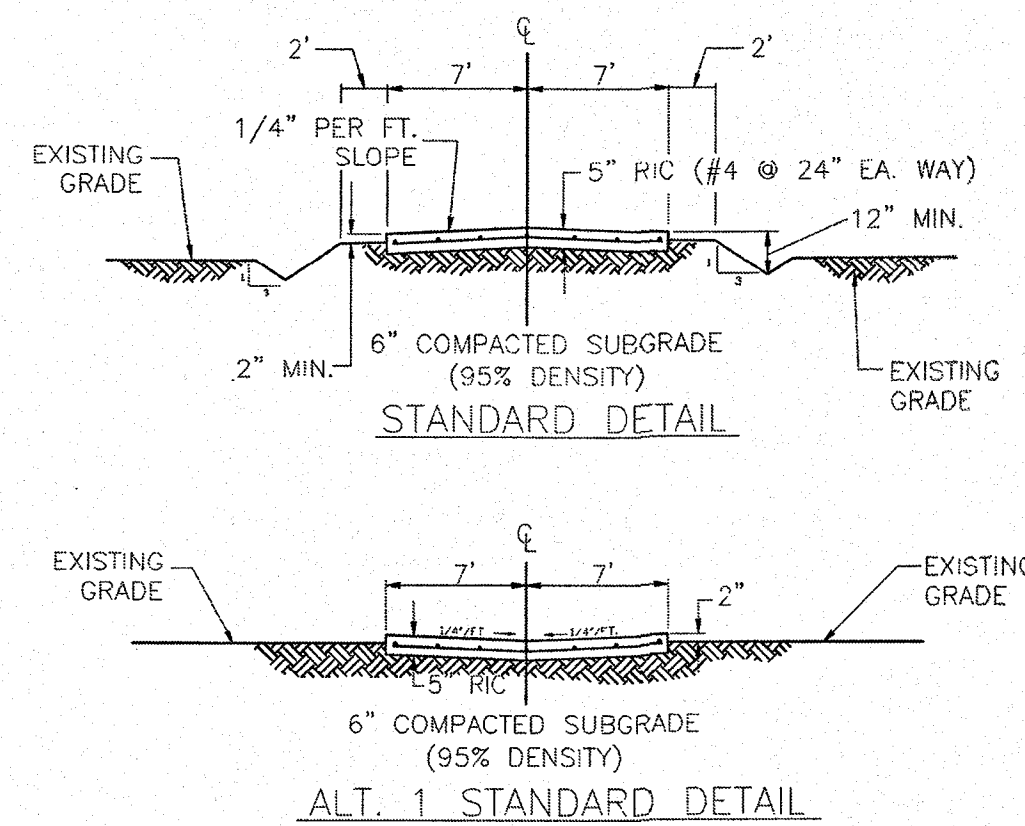
1 ASPHALT DRIVEWAY TO ASPHALT STREET



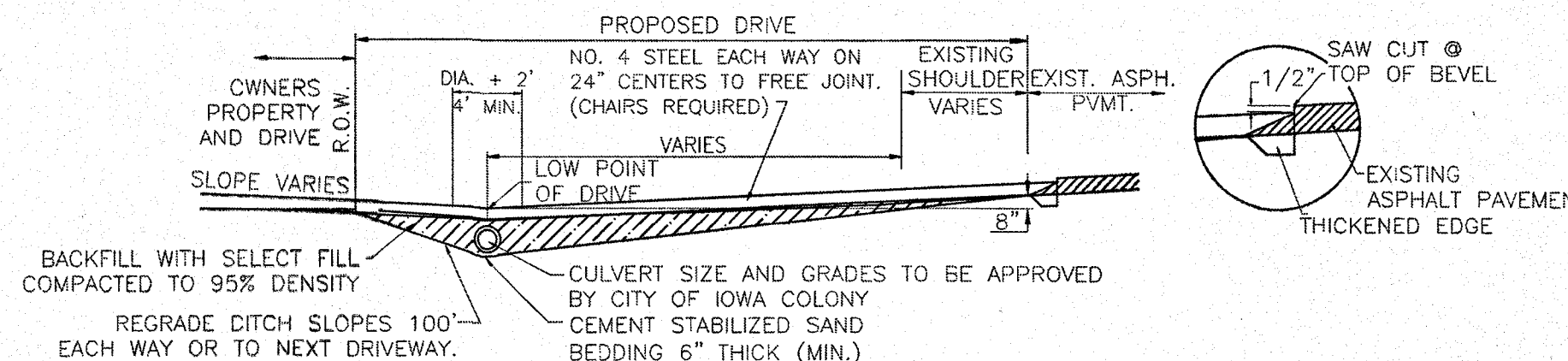
2 CONCRETE DRIVEWAY TO ASPHALT STREET



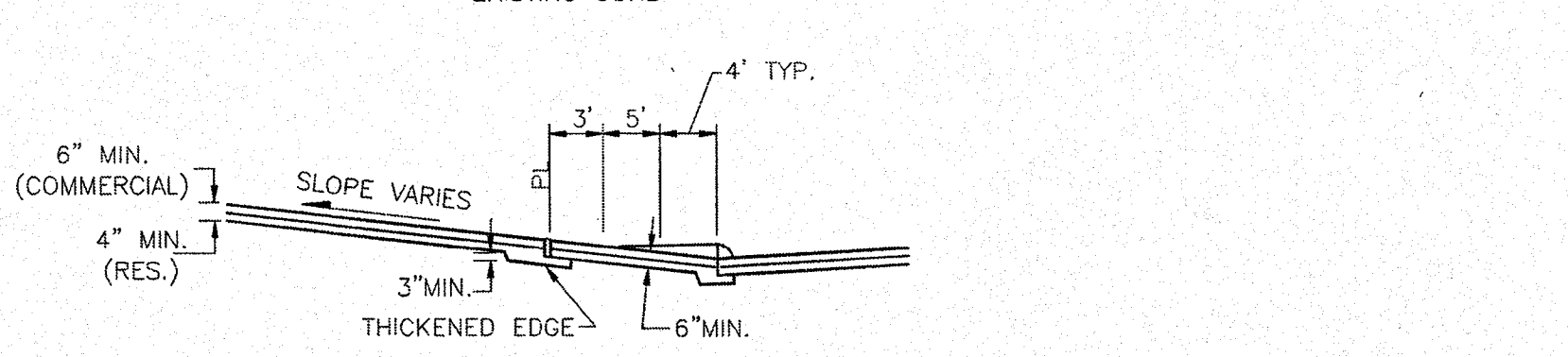
3 CONCRETE DRIVEWAY TO CURB AND GUTTER STREET



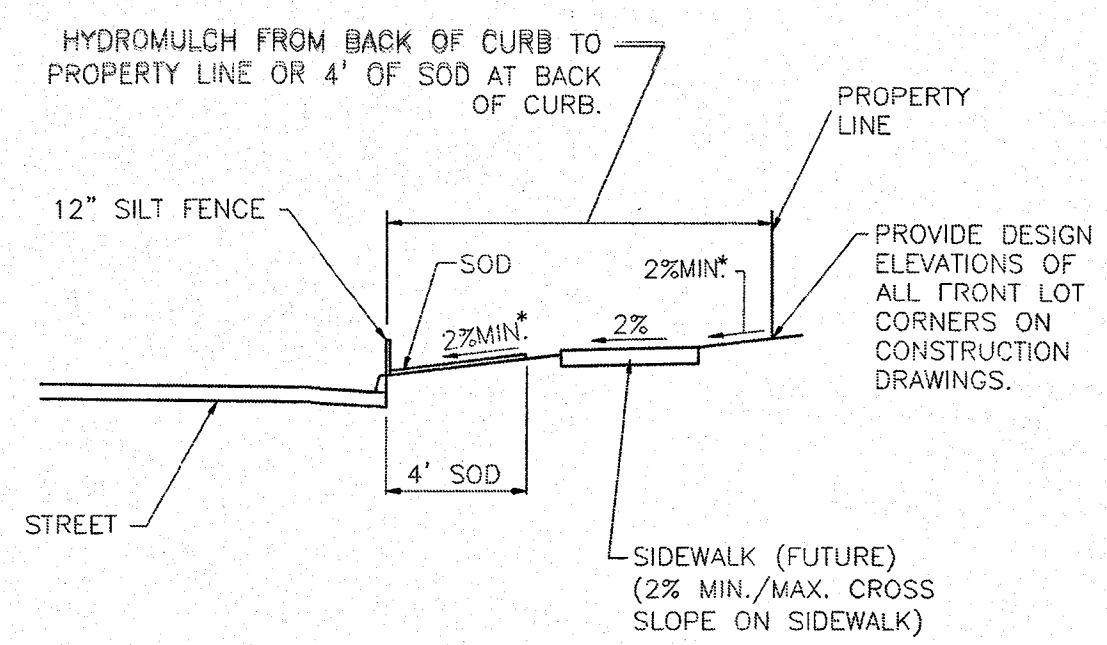
4 LIFT STATION ACCESS ROAD



5 PARK STRIP DETAIL

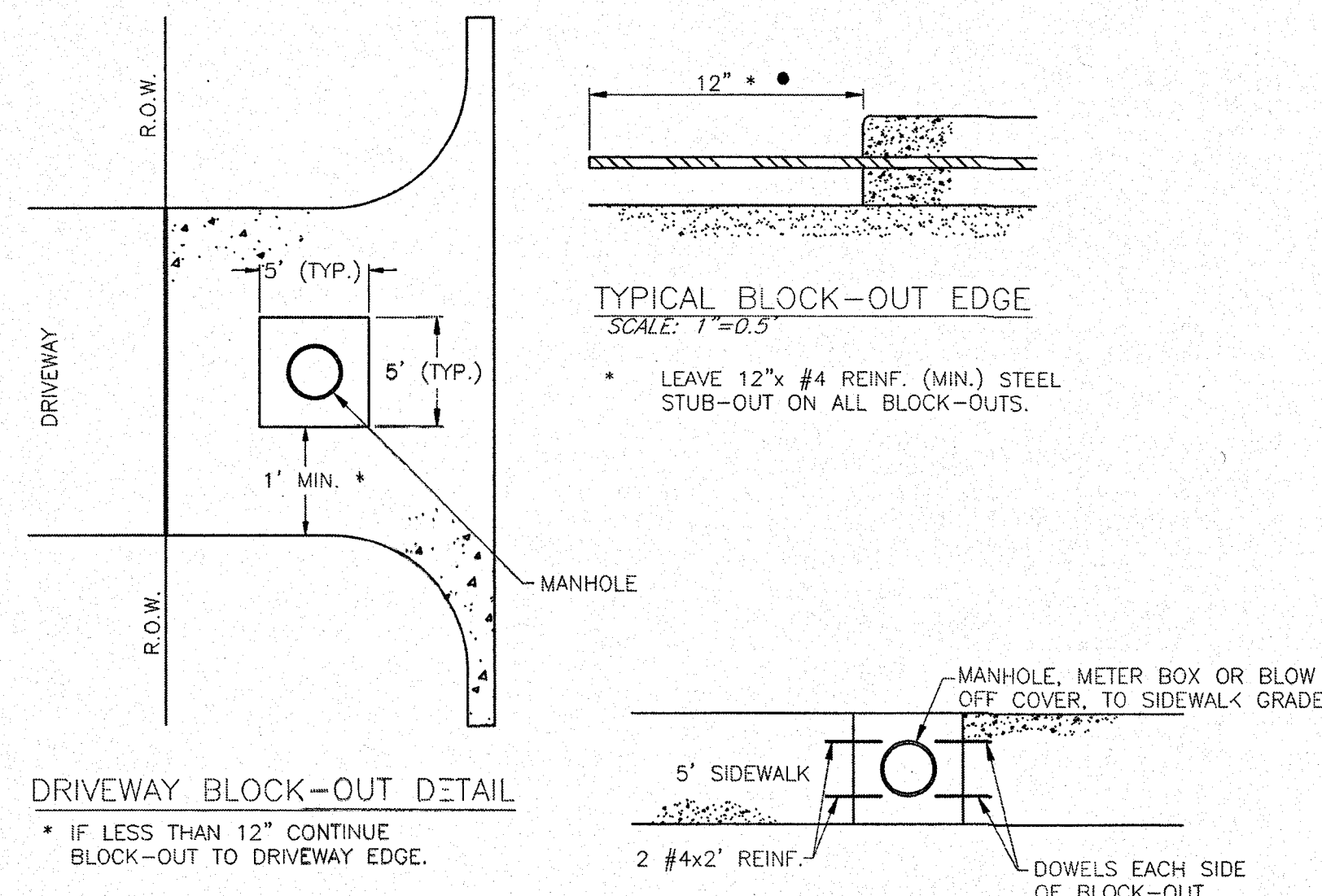


6 SIDEWALK BLOCK-OUT DETAIL



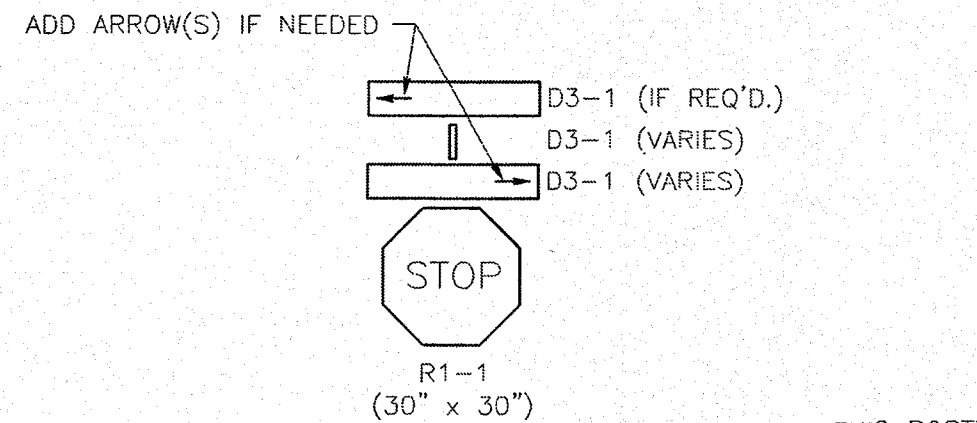
\*CROSS SLOPE FROM BACK OF CURB TO EDGE OF SIDEWALK AND FROM EDGE OF SIDEWALK TO THE PROPERTY LINE, SHALL BE AT 2% MINIMUM. MAXIMUM CROSS SLOPE, UNLESS APPROVED OTHERWISE IN WRITING, FOR GRASSED SURFACES SHALL BE 12:1, OR 8 1/2%.

NOTE: 1. MAINTAIN SILT FENCE AND SOD FOR 2 YEARS MINIMUM OR UNTIL LOT SALE.  
2. 90% COMPACTION MUST BE MAINTAINED FROM BACK OF CURB TO PROPERTY LINE.



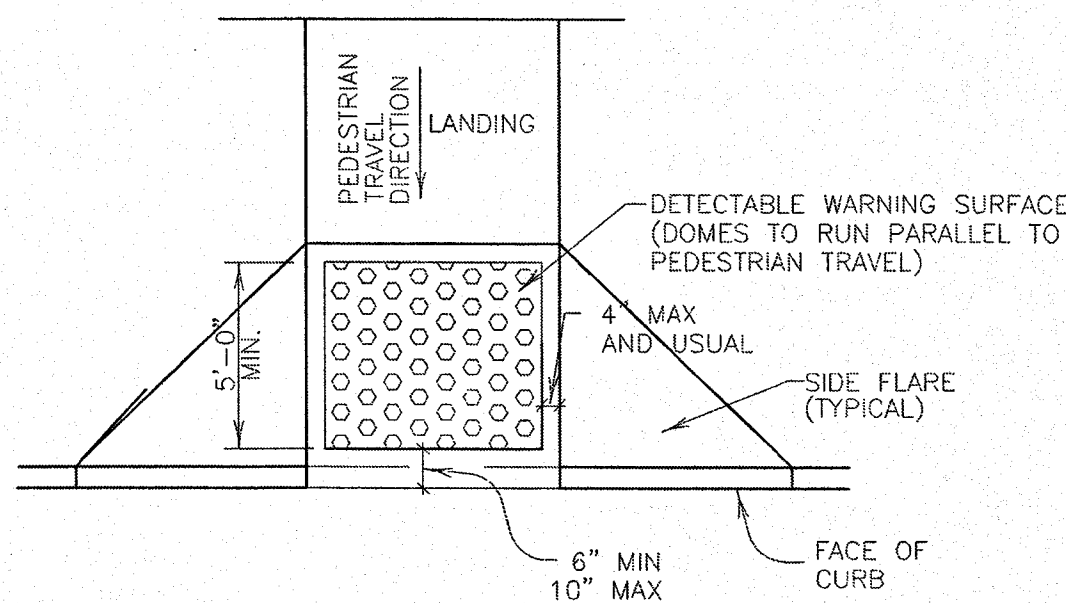
8 TYPICAL BLOCK-OUT EDGE

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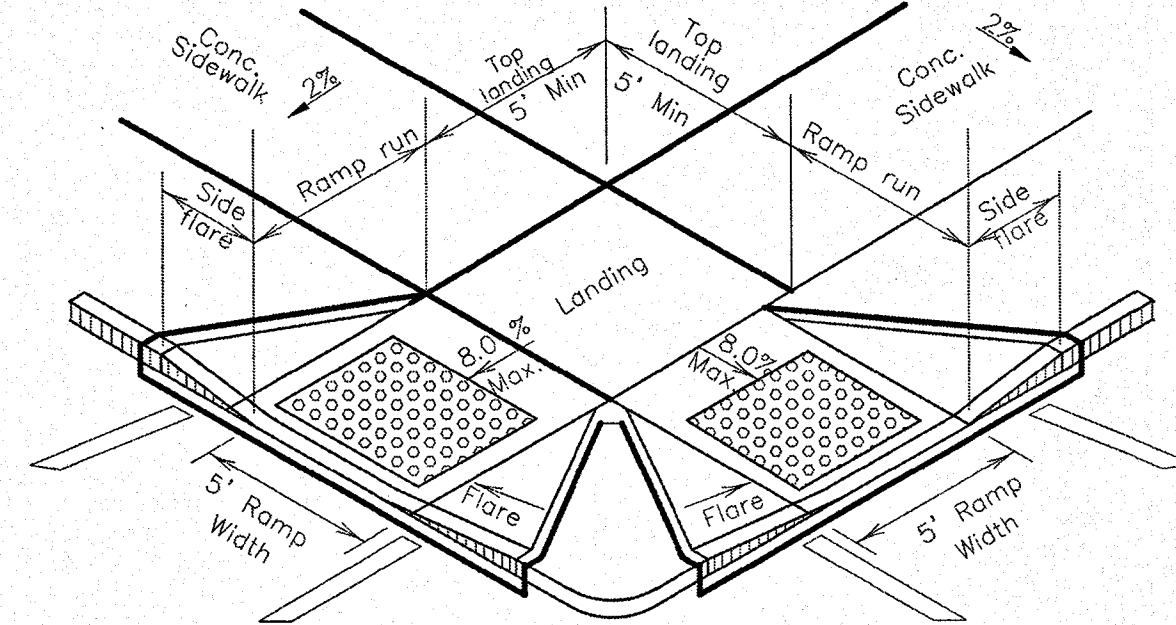


STOP SIGN LOCATION DETAIL

N.T.S.

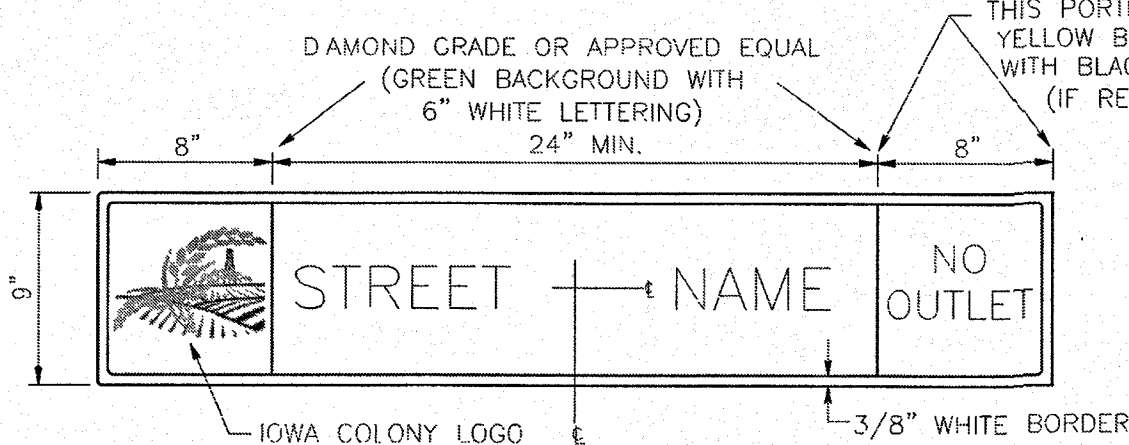


TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.



NOTES:

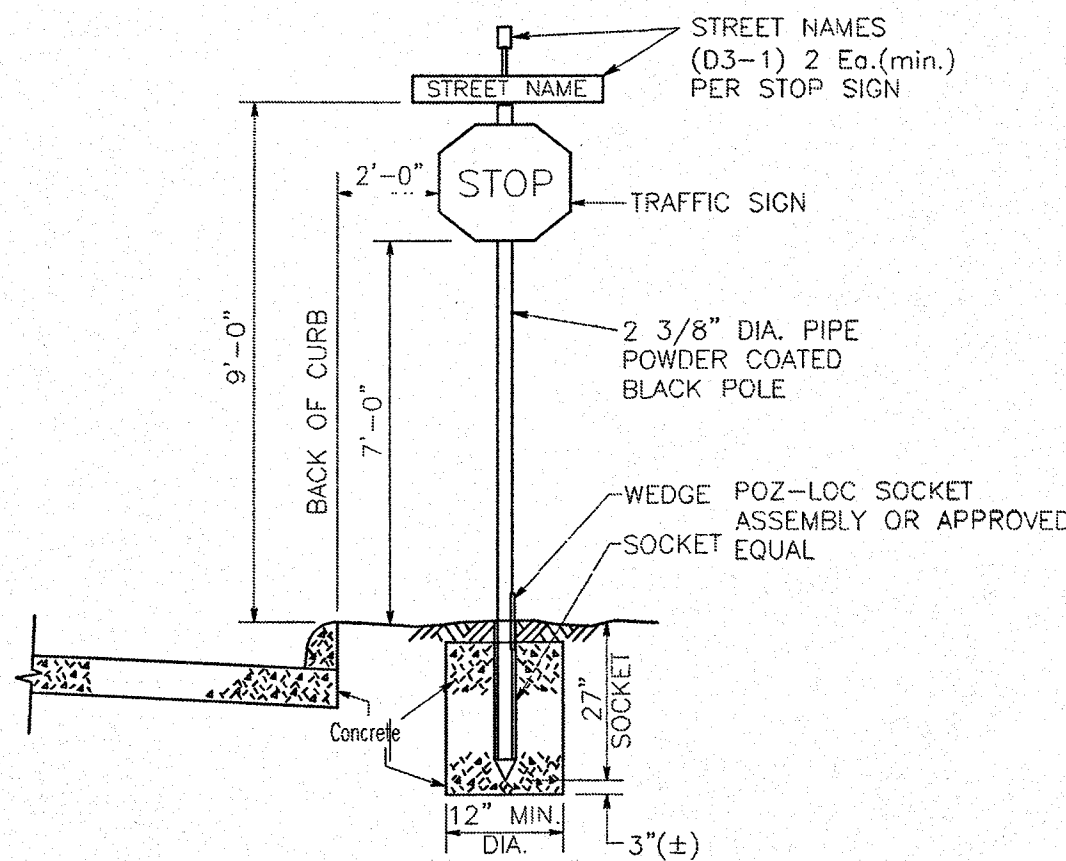
1. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED. ADJUST CURB RAMP LENGTH OR GRADE OF APPROACH SIDEWALKS AS DIRECTED.
2. LANDINGS SHALL BE 5'x5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION.
3. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTION VALUE AND TEXTURE MAY BE FOUND IN THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102B.
4. SEPARATE CURB RAMP AND LANDINGS FROM ADJACENT SIDEWALK AND ANY OTHER ELEMENTS WITH AN EXPANSION JOINT UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
5. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMP CONNECTS TO THE STREET.



DETAIL OF STANDARD STREET NAME SIGN

N.T.S.

- NOTES:
1. SIGNS ARE TO BE MADE OF ALUMINUM, .125" THICK, FLAT BLADE, DOUBLE FACED.

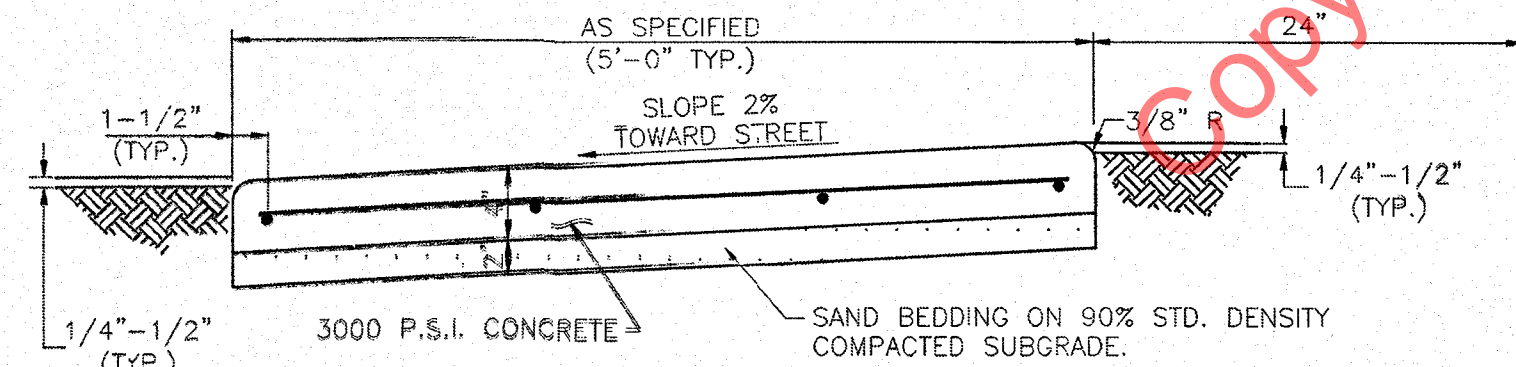


TYPICAL SIGN MOUNT DETAIL

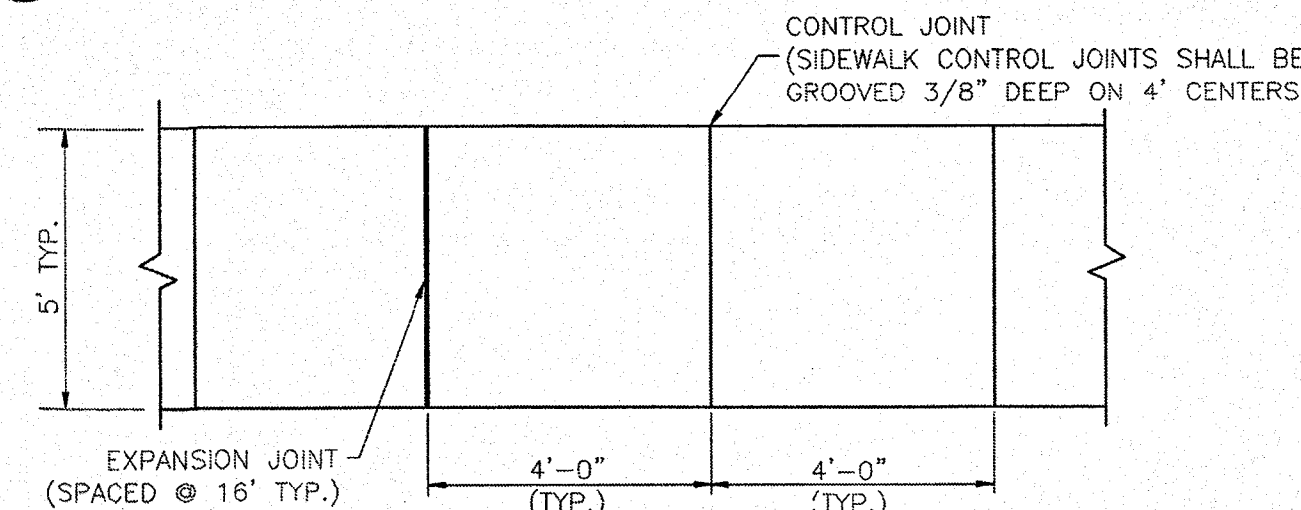
N.T.S.

## 1 STREET SIGN DETAILS

## 2 CURB RAMP



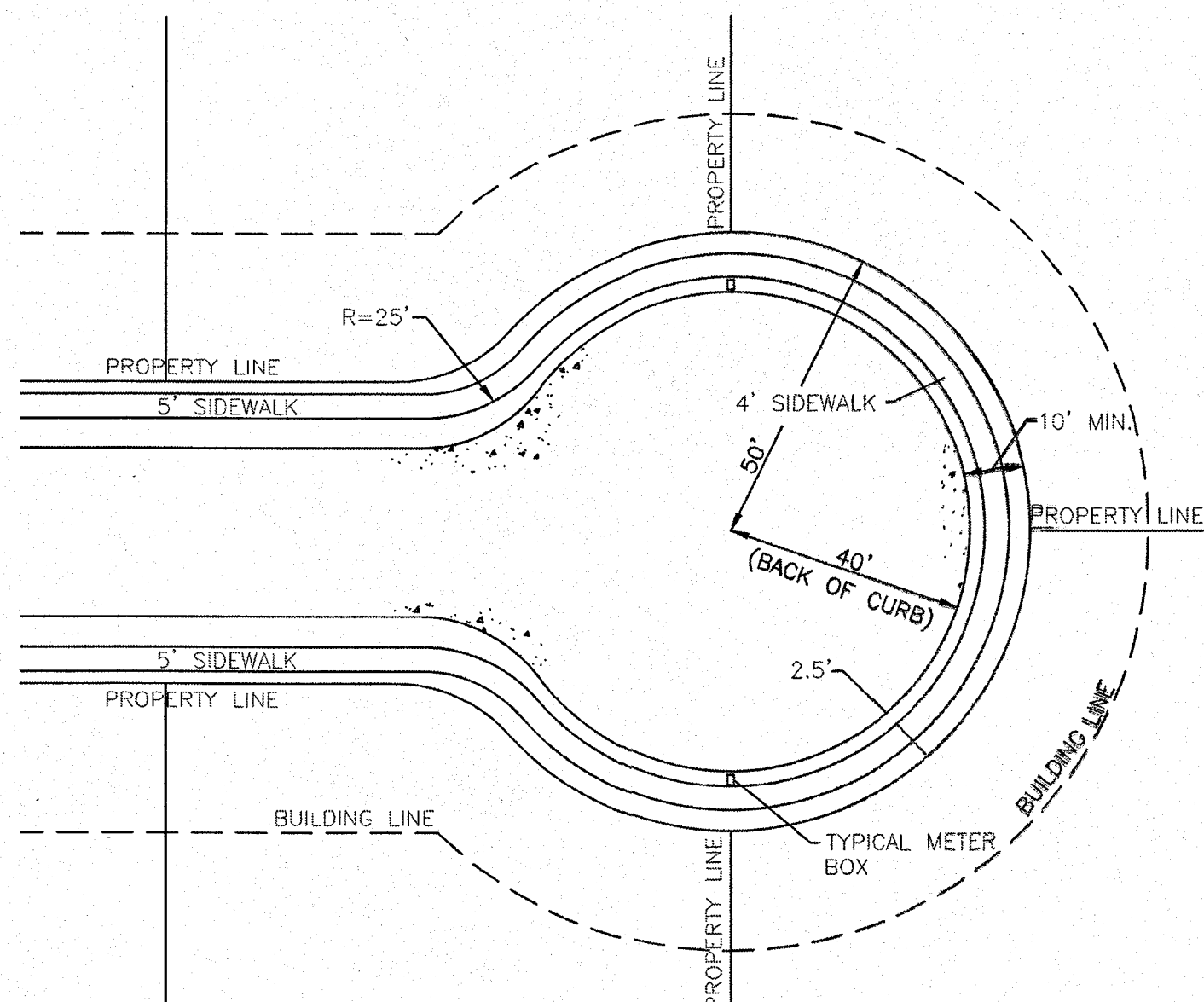
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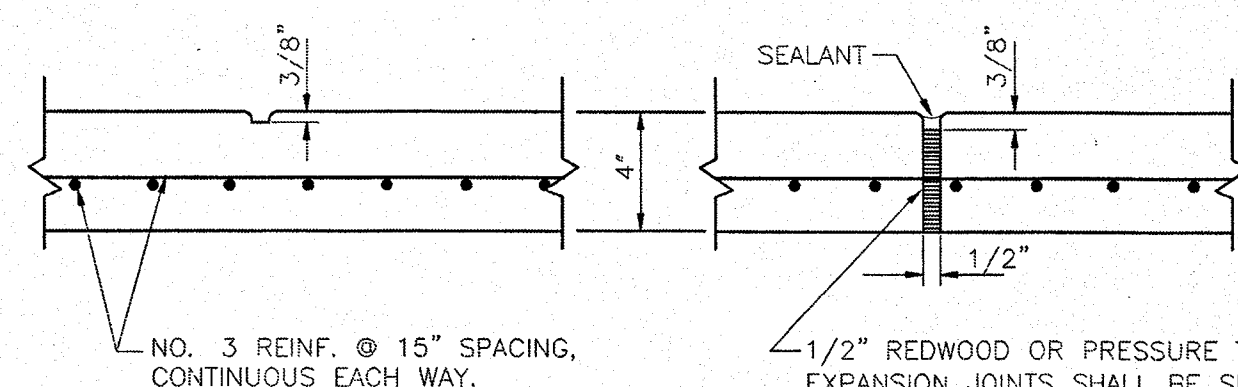
PLAN

NOTE:

1. ALL STREET LIGHTS ARE TO BE INSTALLED PRIOR TO ACCEPTANCE OF SUBDIVISION BY CITY COUNCIL.
2. ALL INTERIOR STREETS WITHIN THE SUBDIVISION MAY HAVE SIDEWALKS INSTALLED BY THE HOMEOWNER. THE SIDEWALKS ON PERIMETER STREETS SHALL BE INSTALLED BY THE DEVELOPER. SIDEWALKS ON COLLECTOR AND THOROUGHFARE STREETS WILL BE A MINIMUM OF 6 FEET IN WIDTH.
3. ALL UNDERGROUND CABLE WILL BE BURIED IN RIGID CONDUIT NOT LESS THAN ASTM-A-53 TYPE F GRADE A (DOMESTIC) PIPE, GALVANIZING ASTM-A-123. THIS CONDUIT IS TO BE USED WHEN PLACED UNDER ANY STREET OR DRIVE CROSSING, WATER/SEWER EASEMENTS, OR IN ANY STREET RIGHT OF WAYS.



## 3 CUL-DE-SAC SIDEWALK



CONTROL JOINT

EXPANSION JOINT

NOTE:

1. ALL EDGES SHALL BE ROUNDED WITH 3/8" RADIUS.
2. CONTROL JOINTS SHALL BE SPACED AT 4'-0" INTERVALS.
3. CONTROL JOINTS SHALL BE 3/8" DEEP AND TROWEL EDGE.
4. 1/2" EXPANSION MATERIAL REQUIRED WHERE SIDEWALKS ABUT BUILDINGS, CURBS, DRIVEWAYS, OR EXISTING SIDEWALKS.
5. EXPANSION JOINTS SHALL BE SPACED AT 16 FT. INTERVALS TYPICALLY.
6. WHERE NEW SIDEWALK IS PLACED AGAINST EXISTING SIDEWALK, SAWCUT EXISTING SIDEWALK FULL DEPTH TO AN EVEN STRAIGHT LINE PRIOR TO INSTALLATION OF THE NEW SIDEWALK.
7. ALL NEW SIDEWALK SHALL BE DOWELED INTO ALL ADJACENT CONCRETE STRUCTURES.

## 4 CONCRETE SIDEWALK

### BENCHMARK(S)/FLOODPLAIN:

### LEGEND

| APP. | REVISION | DATE |
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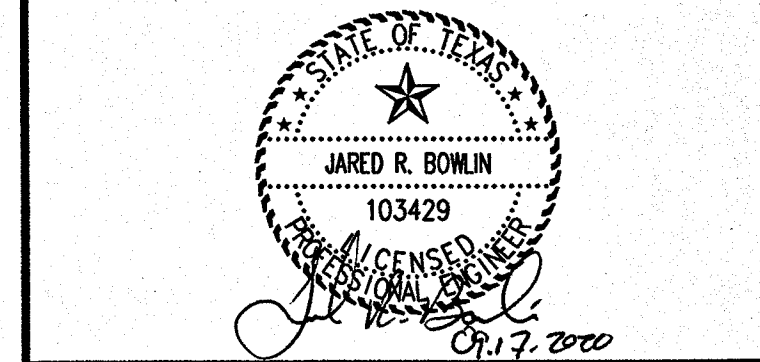
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|             |            |  |
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| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68                     |
| DSGN. EHRA  | DATE 5/19  | FILE: 17 Paving Details (Sheet 4 of 4) |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1                        |
| CHKD. _____ | DATE _____ | DWG. NO. _____                         |
| APPR. _____ | DATE _____ | P-3988                                 |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

PAVING DETAILS  
(SHEET 4 OF 4)

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

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*[Signature]*  
DINH HO, P.E., CITY ENGINEER 12182020  
DATE



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SCALE:  
HORIZ.  
VERT.

**BENCHMARK(S)/FLOODPLAIN:****LEGEND****GENERAL NOTES**

1. PRESSURE TEST OF ALL WATER LINES SHALL BE AT 125 PSI FOR A DURATION OF 8 HOURS OR 150 PSI FOR 4 HOURS.
2. ALL WATER METER BOXES SHALL BE NDS MODEL NO. D15AMR2-D15B OR APPROVED EQUAL. (BOX NEEDS TO BE COMPATIBLE TO NEPTUNE PRO-READ.) LOCKING LIDS WILL NOT BE ACCEPTED.
3. PROVIDE "UNI-FLANGE", "CERTA-LOK", OR APPROVED EQUAL PIPE RESTRAINT AND CASING SYSTEM ON UNDERGROUND PRESSURE PIPE SYSTEMS.
4. ALL WATER TAPS SHOULD BE PLACED IN LINE WITH PROPERTY CORNER OR PLACED HALF WAY BETWEEN THE FRONT LOT CORNERS, OR AT PC OF CURB RETURN IN MULTI LOT SUBDIVISIONS.

| APP. | REVISION | DATE |
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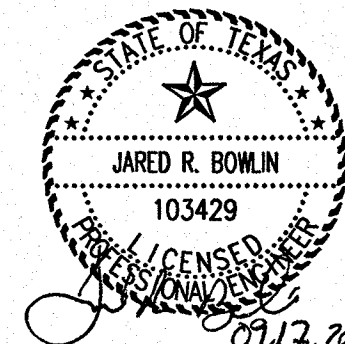
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|                   |                  |                               |
|-------------------|------------------|-------------------------------|
| SURV. <b>EHRA</b> | DATE <b>5/19</b> | JOB NO. <b>081-011-68</b>     |
| DSGN. <b>EHRA</b> | DATE <b>5/19</b> | FILE: 18 Water Details (Sheet |
| DWN. <b>EHRA</b>  | DATE <b>5/19</b> | PLOT SCALE: 1:1               |
| CHKD. _____       | DATE _____       | DWG. NO. _____                |
| APPR. _____       | DATE _____       | <b>P-3988</b>                 |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

**WATER DETAILS**  
**(SHEET 1 OF 2)**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

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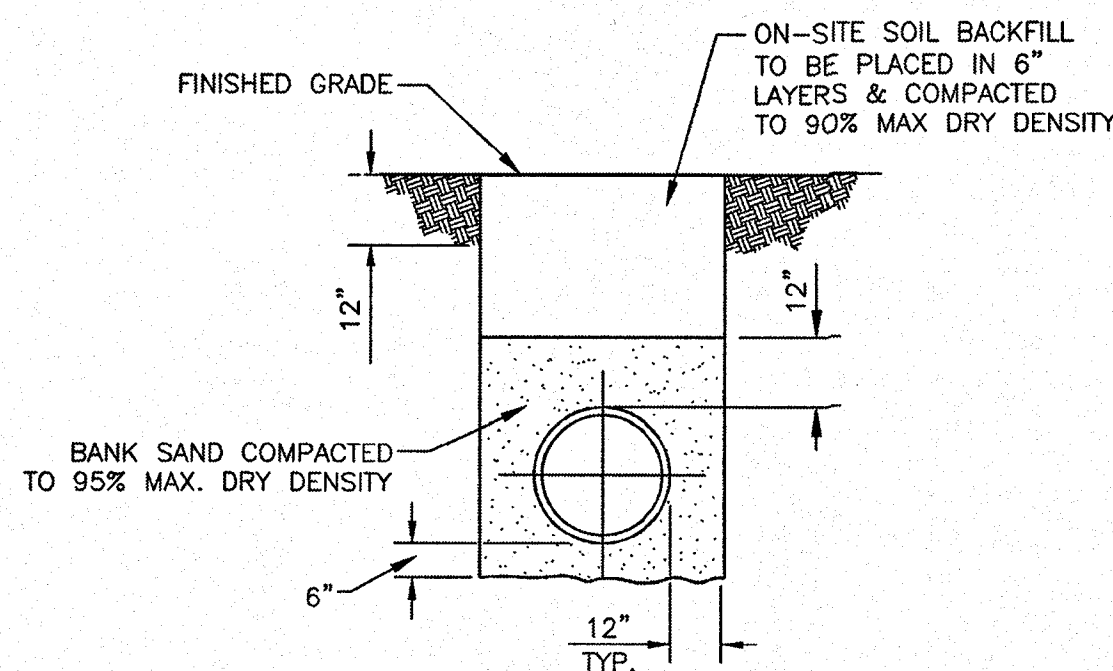
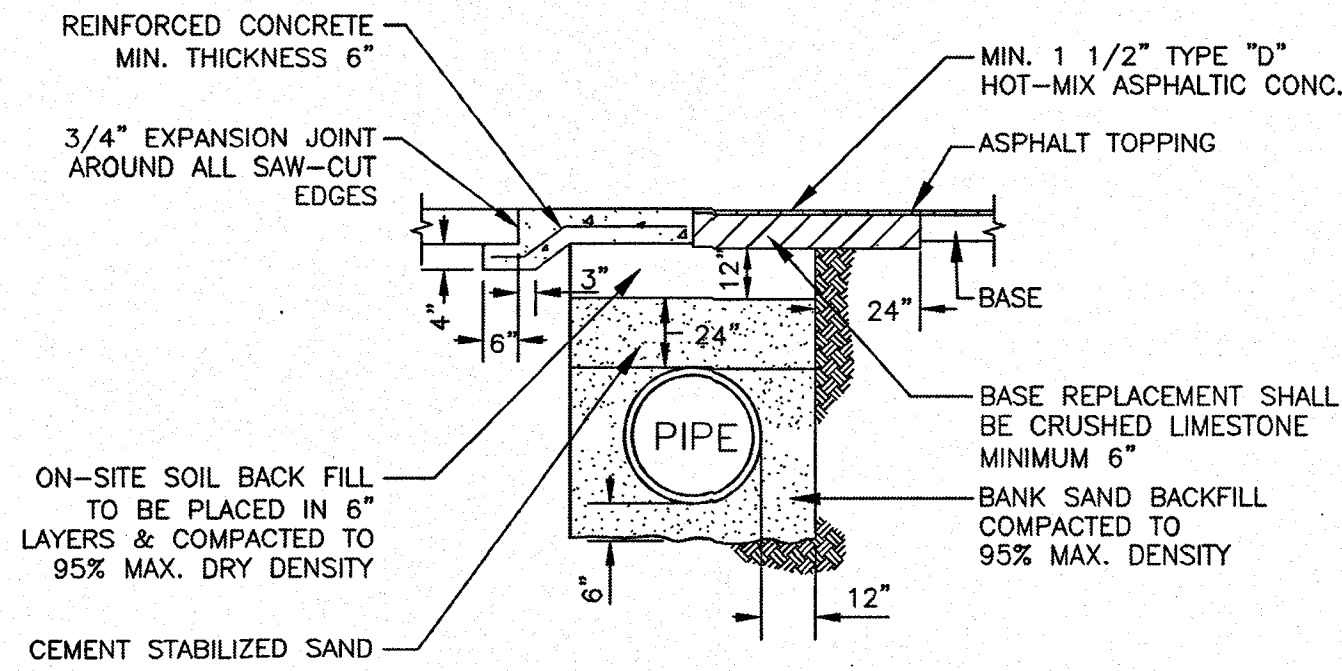
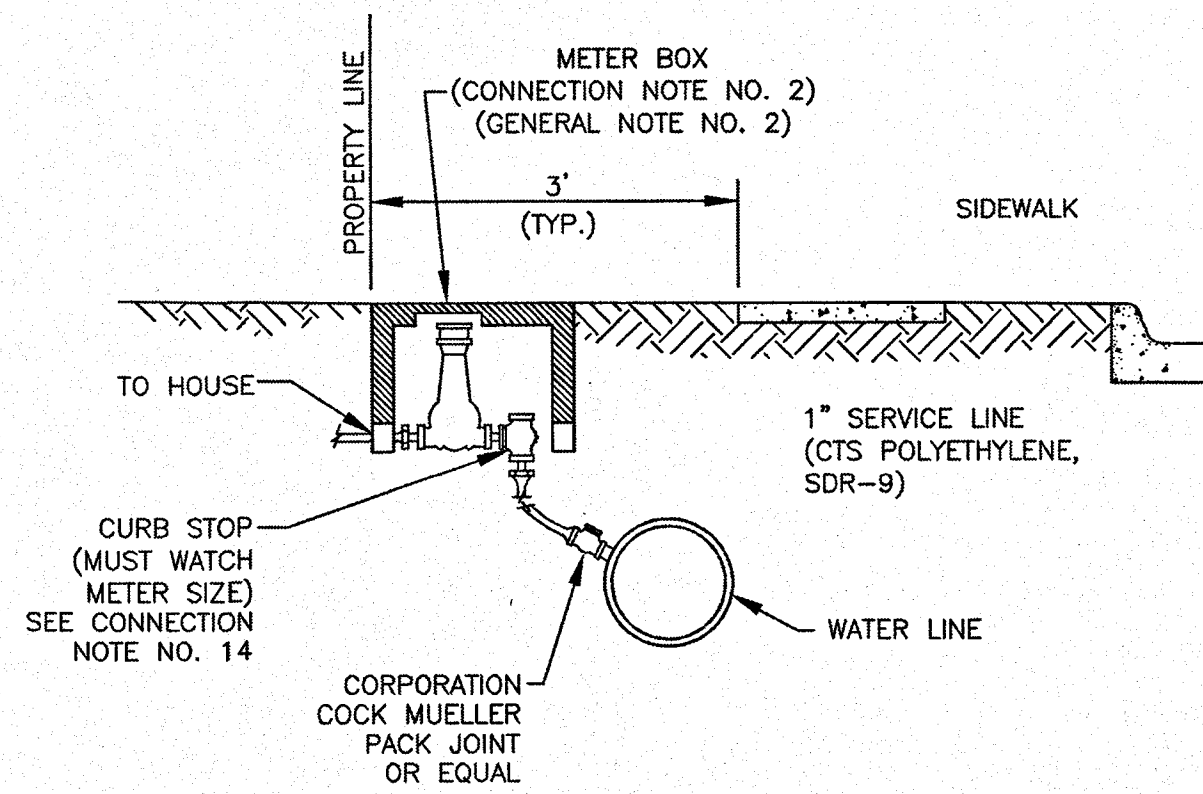
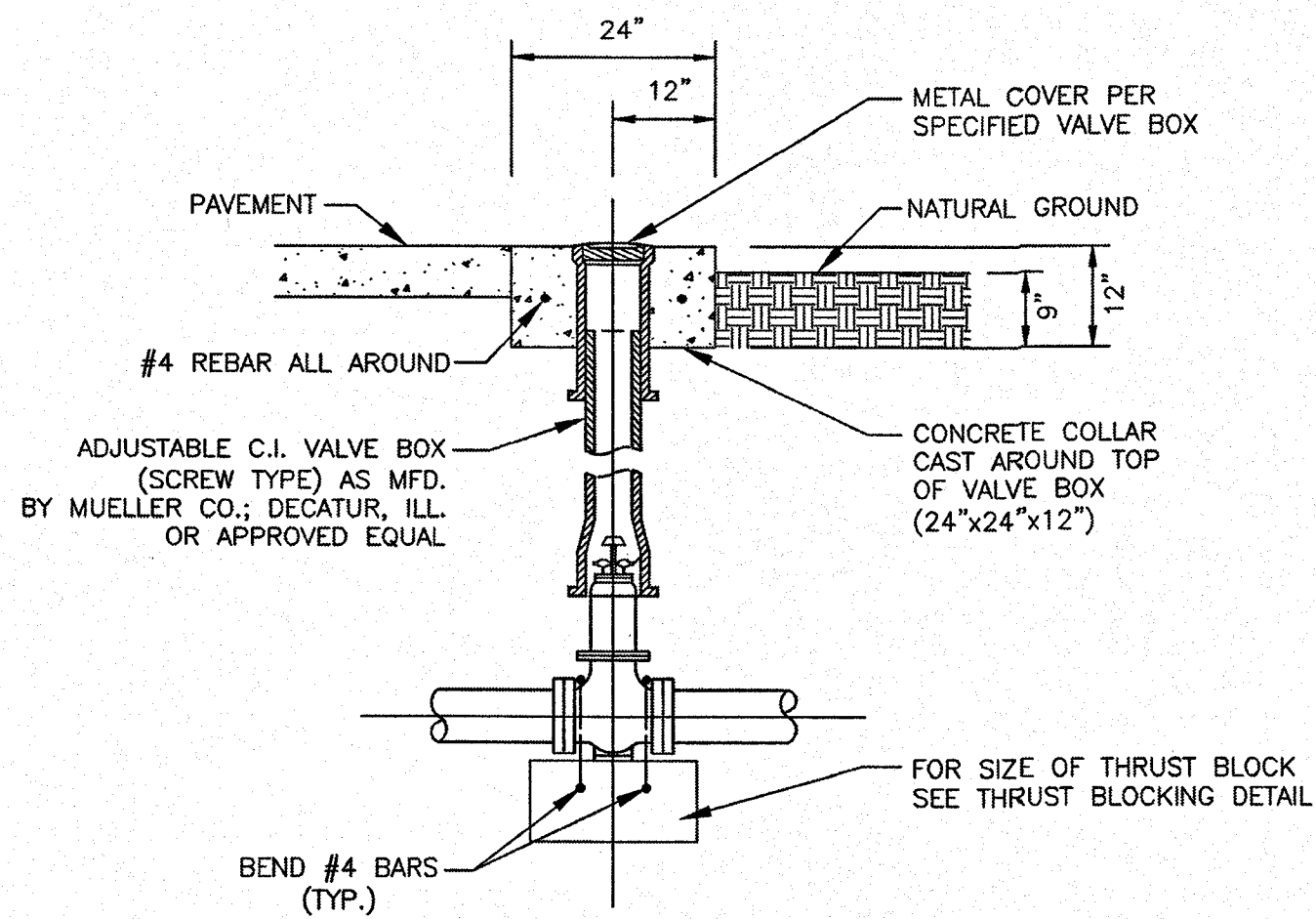
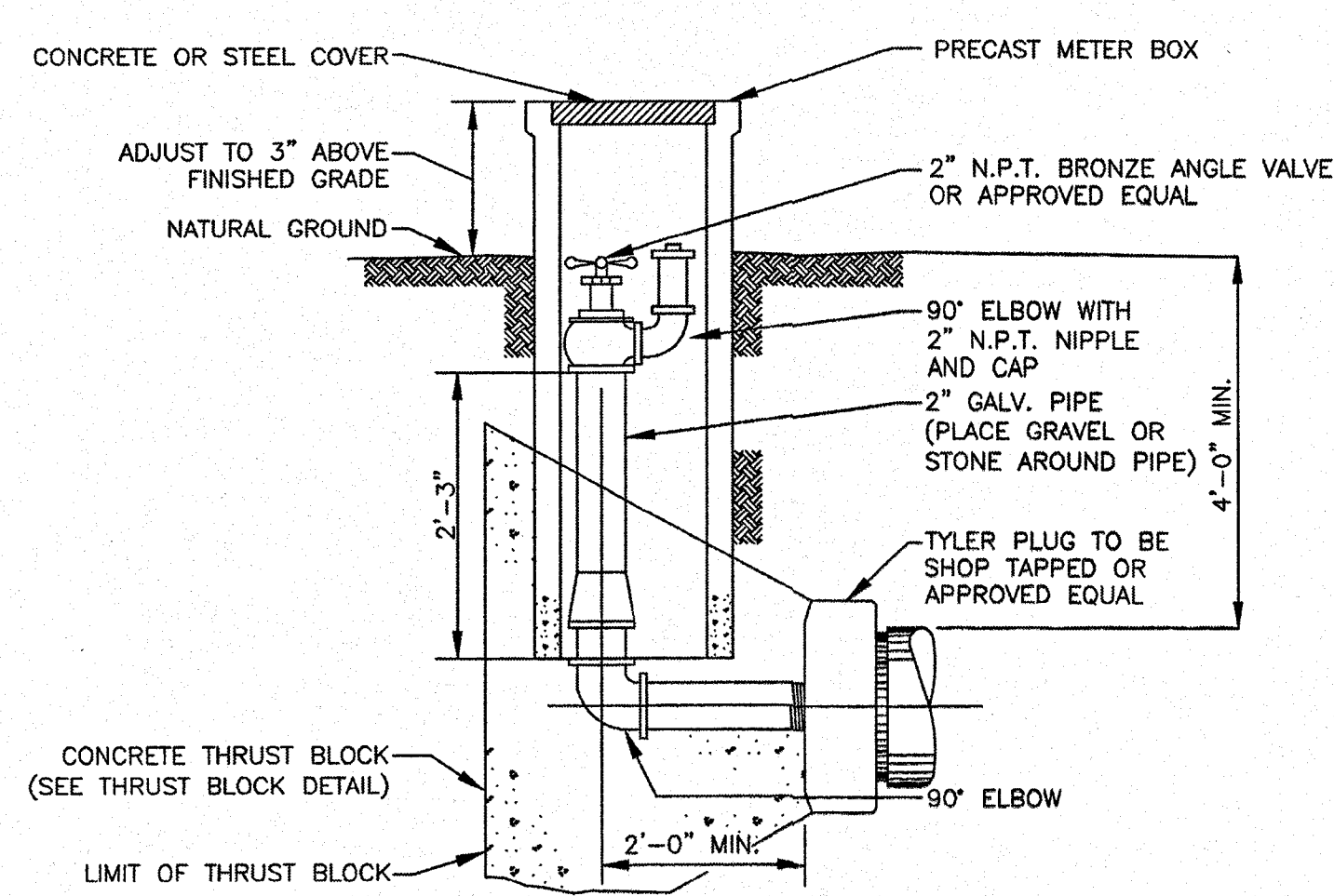
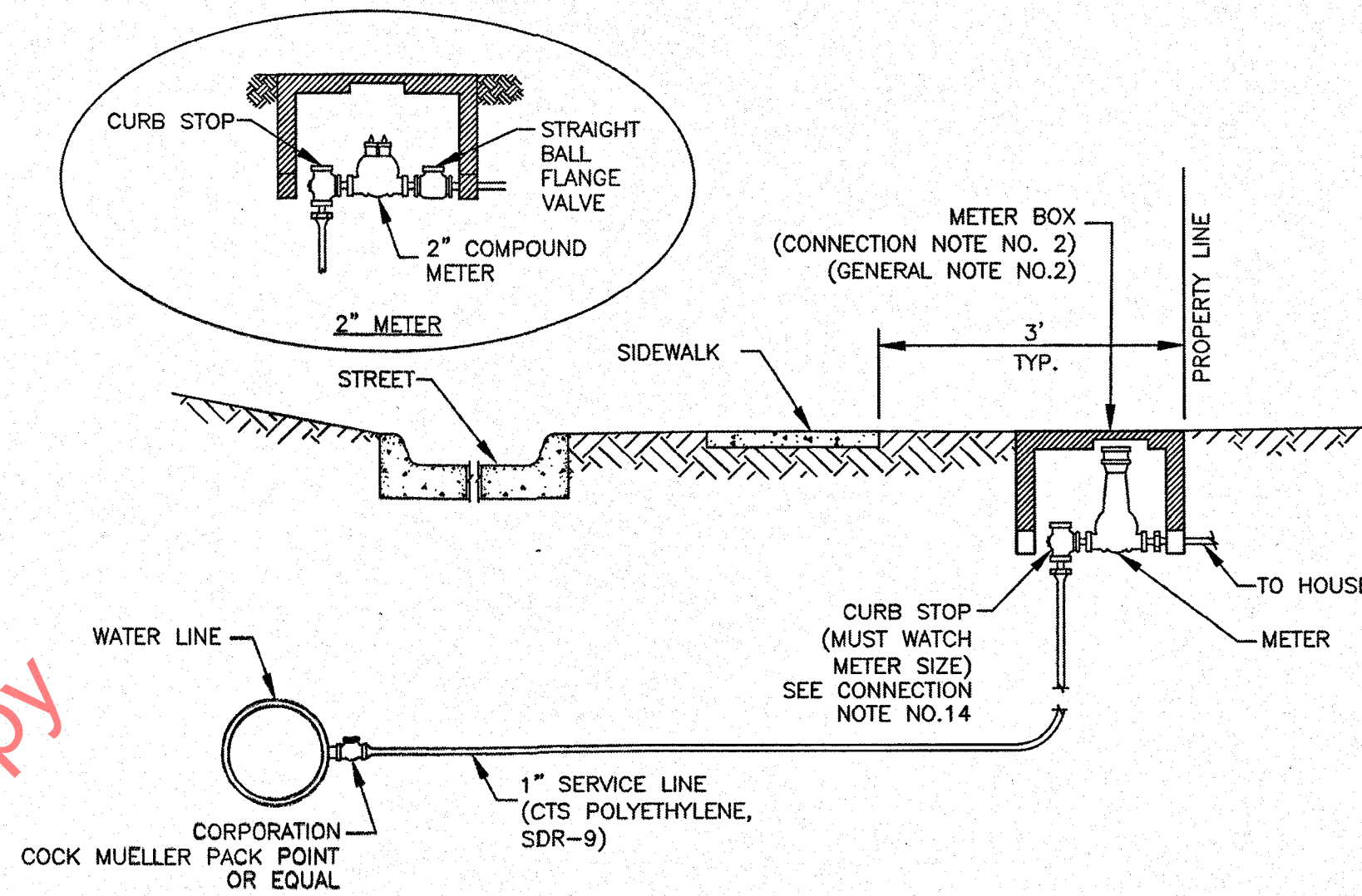
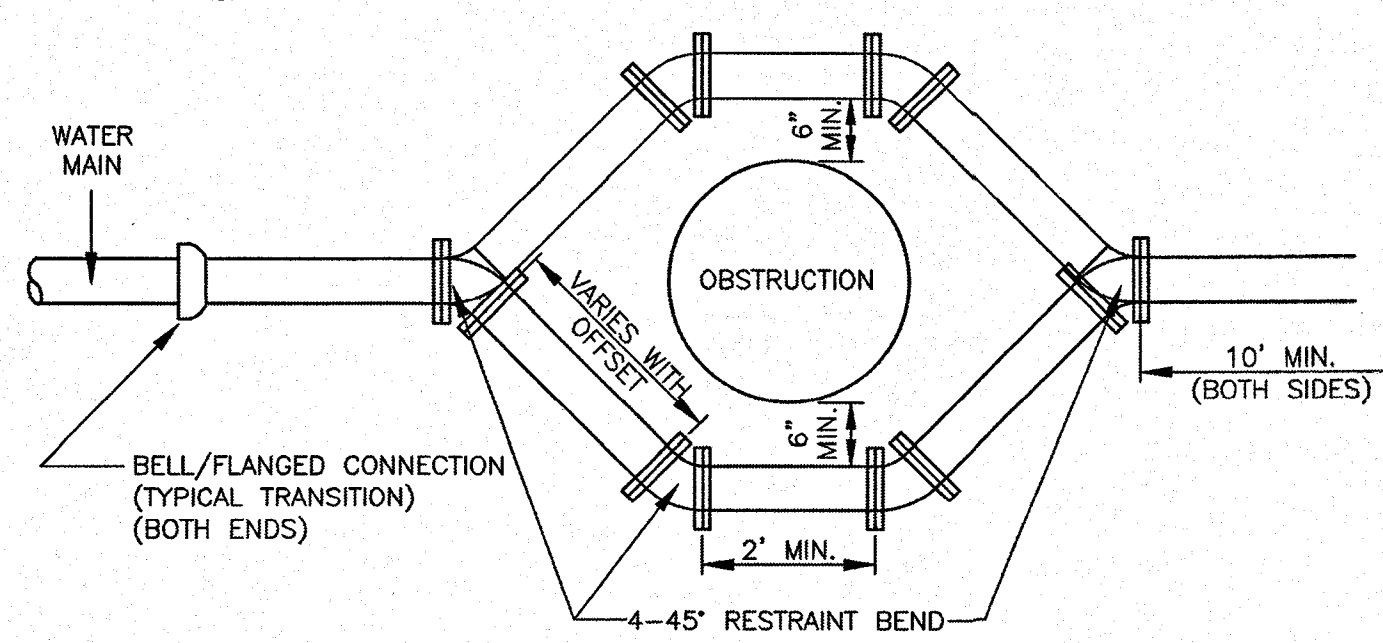
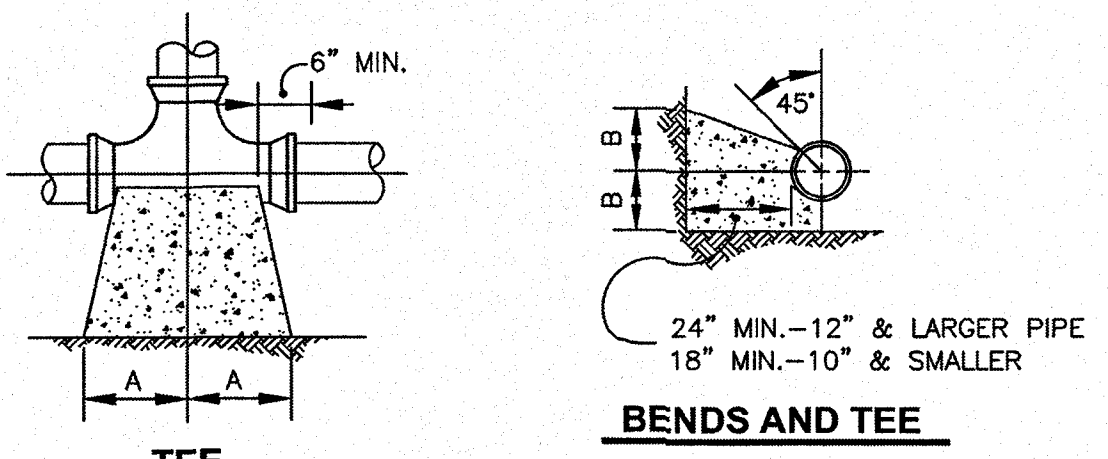
*[Signature]*

DINH HO, P.E., CITY ENGINEER 12182020  
DATE



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SCALE:  
HORIZ. \_\_\_\_\_  
VERT. \_\_\_\_\_  
SHEET 18 of 30

**WATER****1 TYPICAL TRENCH SECTION IN GRADED AREA****WATER****2 TYPICAL TRENCH SECTION IN PAVED AREA****3 WHEN SERVICE METER IS NEAR WATER MAIN****4 VALVE BOX****5 2" BLOW OFF VALVE ASSEMBLY****6 WHEN SERVICES CROSS PAVED STREET****7 OFFSET ASSEMBLY****8 THRUST BLOCKING DETAIL**

FOR A LINE TO PASS OVER AN OBSTRUCTION RATHER THAN UNDER, IT MUST HAVE ADEQUATE OVER AND BE APPROVED BY THE ENGINEERING DEPARTMENT

- NOTES:
1. PIPE MATERIAL SHALL BE AWWA C900 PVC, DR-14, 200 PSI WITH INTEGRAL PVC RESTRAINED JOINTS.
  2. OFFSET ASSEMBLY MUST PASS OVER THE OBSTRUCTION AS LONG AS THE MINIMUM CLEARANCE IS MAINTAINED. SPECIFIC APPROVAL FROM THE UTILITIES DEPARTMENT MUST BE GRANTED FOR THE OFFSET TO PASS UNDER THE OBSTRUCTION.
  3. MATERIAL AND COATINGS SHALL BE IN ACCORDANCE WITH WATER MAIN STANDARD SPECIFICATIONS.
  4. RESTRAIN EXISTING PIPING BEYOND OFFSET SECTION AS REQUIRED TO PREVENT MOVEMENT.
  5. ALL PVC PRODUCTS MUST BE LISTED ON CITY OF IOWA COLONY'S APPROVED PRODUCTS LIST.

| MIN. PIPE WALL THICKNESS |        |
|--------------------------|--------|
| 4"                       | 0.250" |
| 6"                       | 0.280" |
| 8"                       | 0.322" |
| 12" AND LARGER           | 0.375" |

NOTE: DIMENSION WITH ASTERISK (\*) REQUIRES STRUCTURAL DESIGN

| S<br>E<br>E | 90° BEND |     |     |     | 45° BEND |     |     |     | 22 1/2° BEND |      |   |   | TEES |   |   |   | PLUGS |  |  |  |
|-------------|----------|-----|-----|-----|----------|-----|-----|-----|--------------|------|---|---|------|---|---|---|-------|--|--|--|
|             | A        | B   | C   | D   | A        | B   | C   | D   | A            | B    | C | D | A    | B | C | D |       |  |  |  |
| 4"          | 16"      | 10" | 8"  | 10" | 8"       | 8"  | 10" | 12" | 10"          | 21"  |   |   |      |   |   |   |       |  |  |  |
| 6"          | 22"      | 13" | 12" | 13" | 8"       | 10" | 13" | 16" | 12"          | 29"  |   |   |      |   |   |   |       |  |  |  |
| 8"          | 26"      | 17" | 14" | 17" | 10"      | 13" | 16" | 20" | 14"          | 36"  |   |   |      |   |   |   |       |  |  |  |
| 12"         | 29"      | 21" | 16" | 21" | 11"      | 16" | 18" | 24" | 16"          | 41"  |   |   |      |   |   |   |       |  |  |  |
| 14"         | 35"      | 24" | 19" | 24" | 12"      | 20" | 22" | 27" | 18"          | 48"  |   |   |      |   |   |   |       |  |  |  |
| 16"         | 38"      | 27" | 21" | 27" | 12"      | 24" | 24" | 30" | 20"          | 54"  |   |   |      |   |   |   |       |  |  |  |
| 18"         | 42"      | 30" | 24" | 30" | 12"      | 24" | 24" | 30" | 24"          | 60"  |   |   |      |   |   |   |       |  |  |  |
| 24"         | 50"      | 40" | 30" | 40" | 18"      | 30" | 30" | 40" | 30"          | *78" |   |   |      |   |   |   |       |  |  |  |
| 30"         | 60"      | 48" | 36" | 48" | 20"      | 36" | 36" | 48" | 36"          | *96" |   |   |      |   |   |   |       |  |  |  |

BENCHMARK(S)/FLOODPLAIN:

LEGEND

| APP. | REVISION | DATE |
|------|----------|------|
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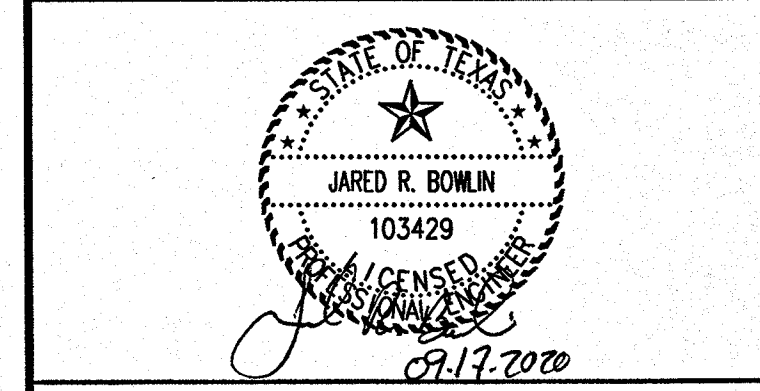
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VERIFICATION OF PRIVATE UTILITY LINES

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN. (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION.)  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
APPROVED FOR AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES ONLY.  
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ENGINEERING THE FUTURE SINCE 1936

|                   |                  |                               |
|-------------------|------------------|-------------------------------|
| SURV. <b>EHRA</b> | DATE <b>5/19</b> | JOB NO. <b>081-011-68</b>     |
| DSGN. <b>EHRA</b> | DATE <b>5/19</b> | FILE: 19 Water Details (Sheet |
| DWN. <b>EHRA</b>  | DATE <b>5/19</b> | PLOT SCALE: 1:1               |
| CHKD. _____       | DATE _____       | DWG. NO.                      |
| APPR. _____       | DATE _____       | <b>P-3988</b>                 |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

**WATER DETAILS**  
**(SHEET 2 OF 2)**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

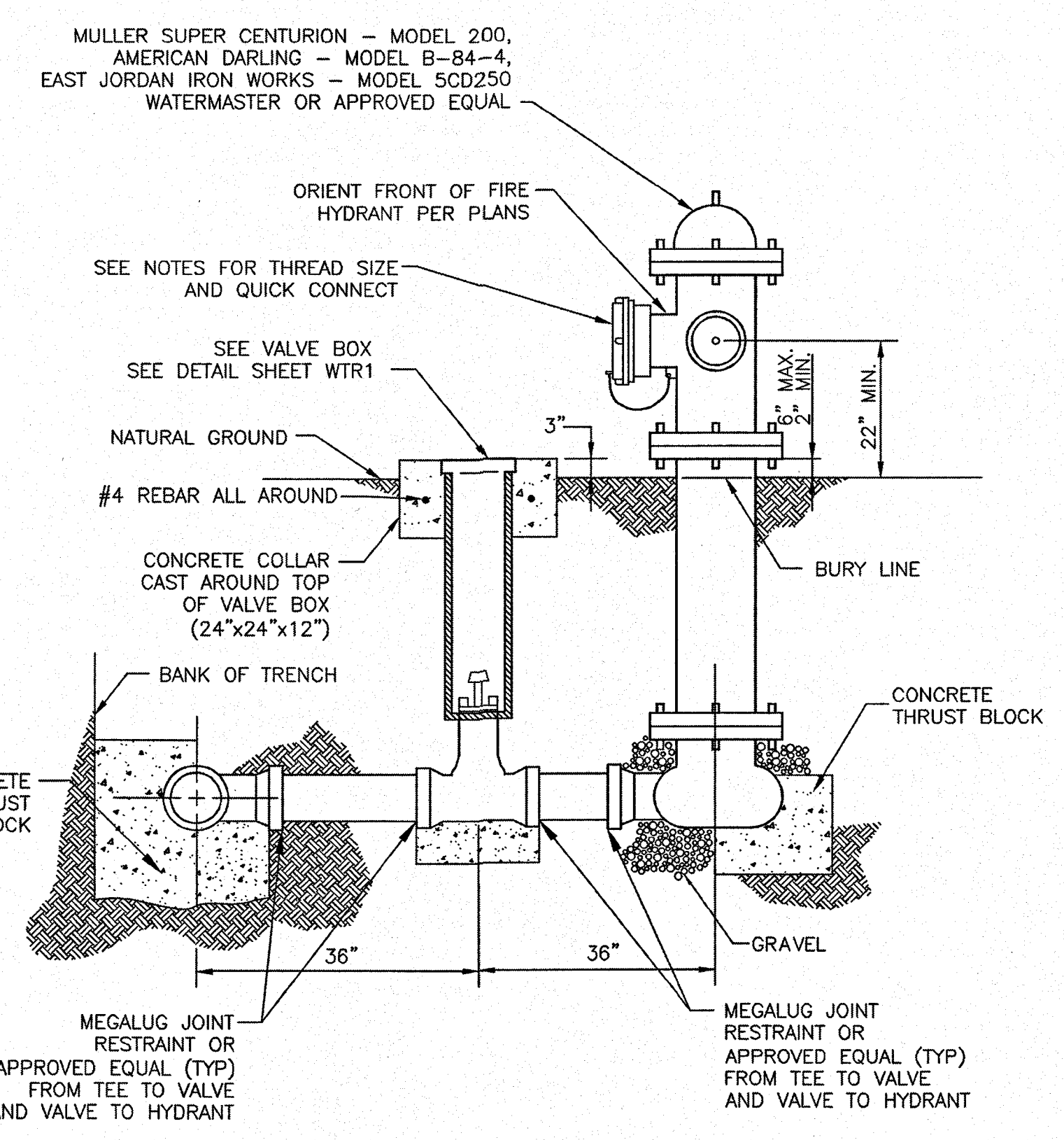
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*John H. Ho*  
DINH HO, P.E., CITY ENGINEER  
DATE 12182020

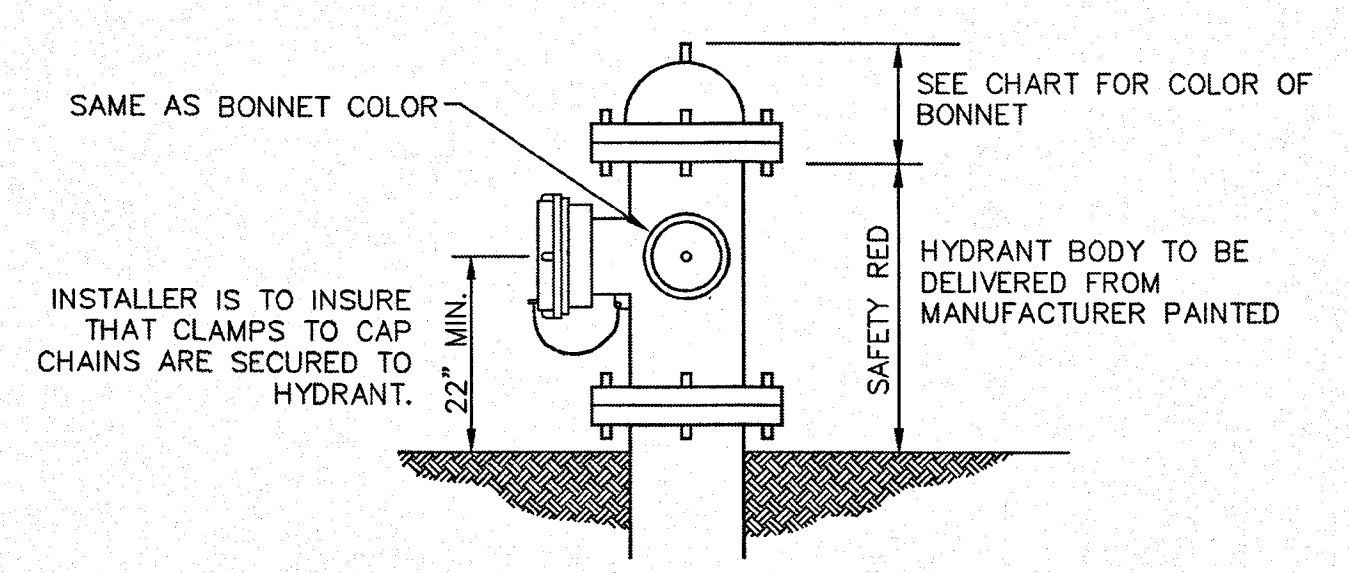


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. \_\_\_\_\_  
VERT. \_\_\_\_\_  
SHEET 19 OF 30

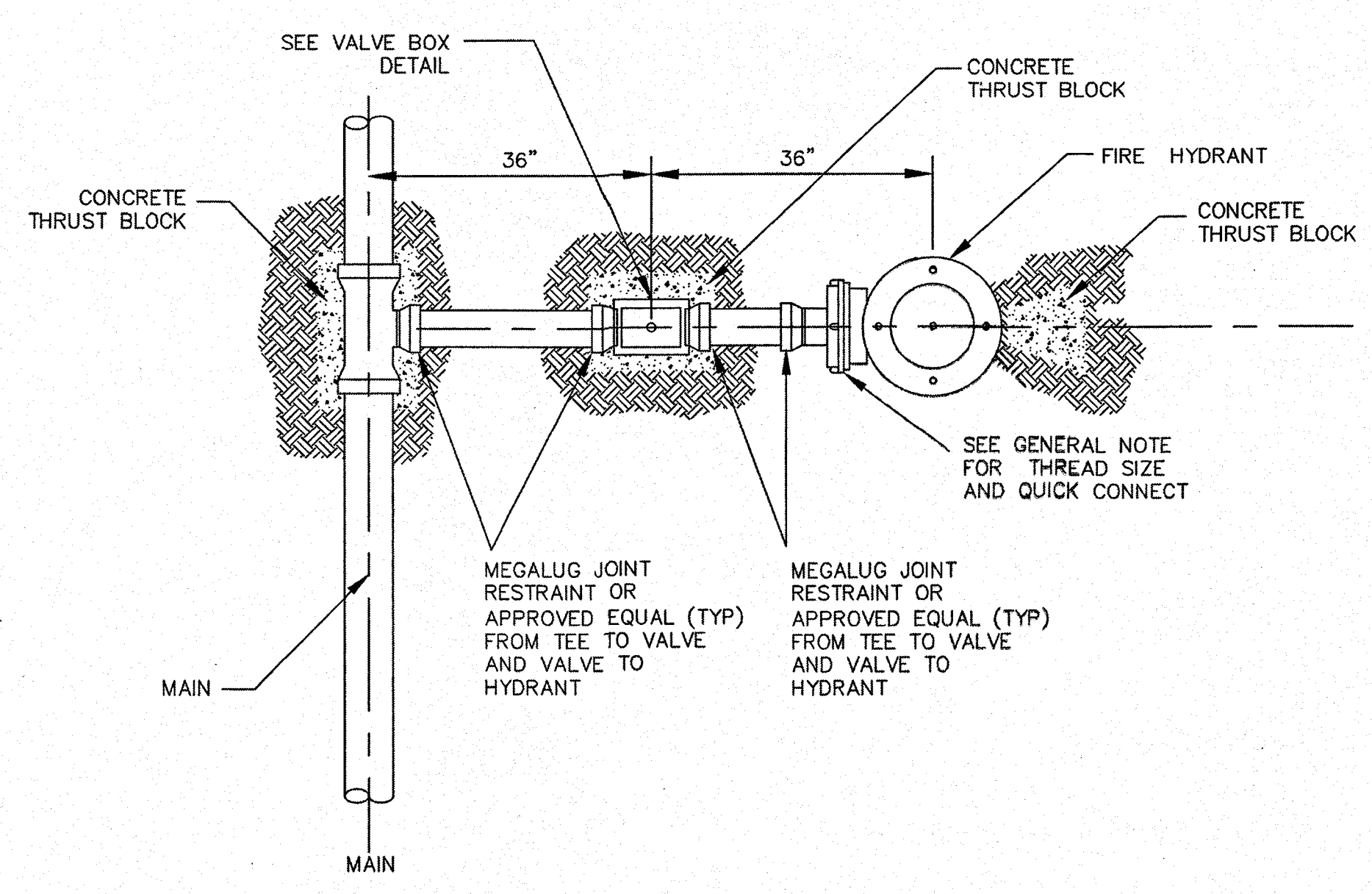


1 FIRE HYDRANT

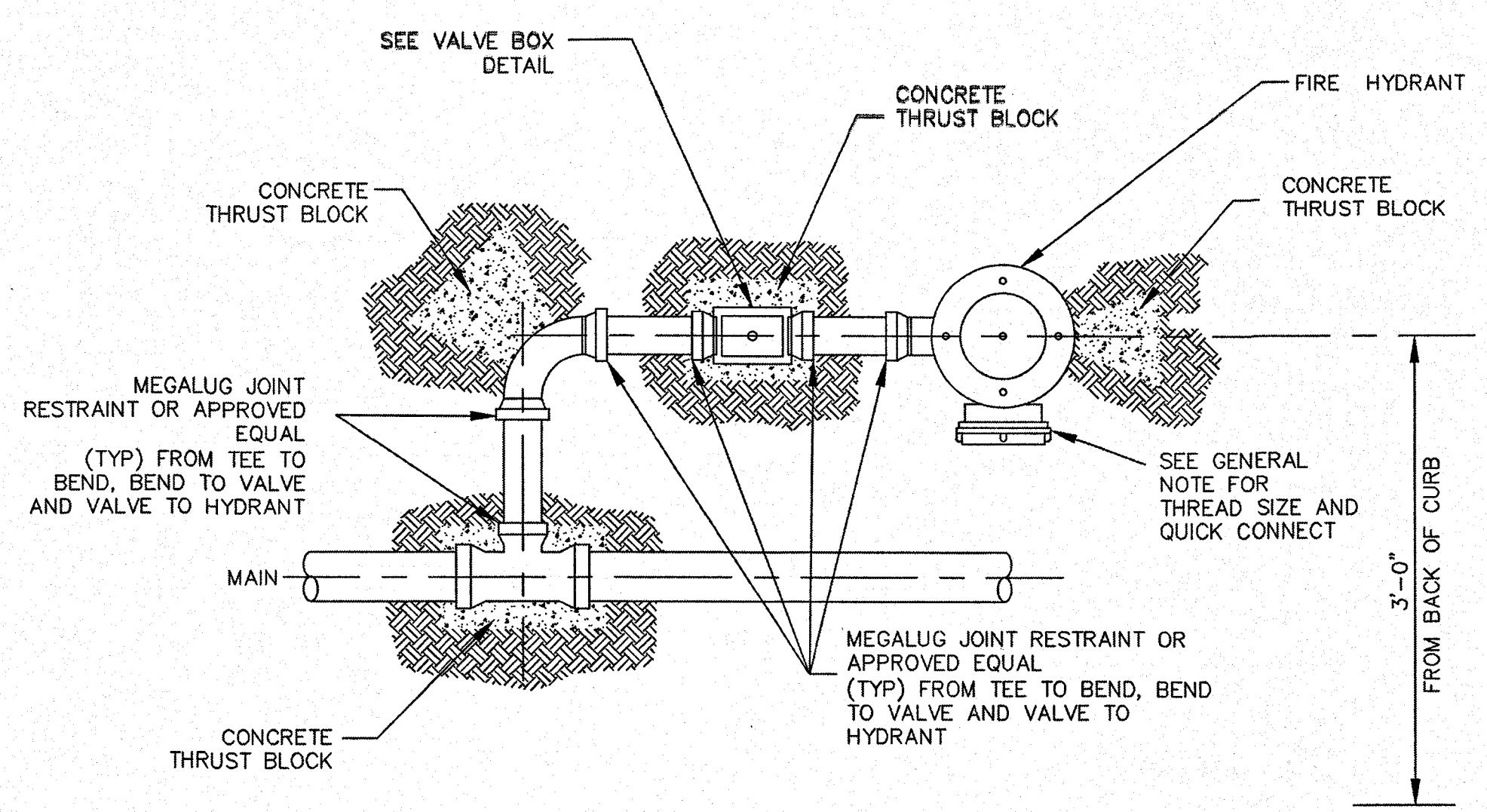


| COLOR CODE          |                      | COLOR CODE (BONNETS AND CAPS) |                                    |
|---------------------|----------------------|-------------------------------|------------------------------------|
| FIRE HYDRANT BARREL | SAFETY RED (225A123) | MAIN SIZE                     |                                    |
| FIRE HYDRANT CAPS   | SAME AS BONNET COLOR | 6"                            | GLOSS WHITE CODE NO. 225A100       |
|                     |                      | 8"                            | SAFETY ORANGE CODE NO. 225A122     |
|                     |                      | 10" AND 12"                   | JOHN DEERE GREEN CODE NO. 225A133  |
|                     |                      | 16" AND 20"                   | JOHN DEERE YELLOW CODE NO. 225A138 |
|                     |                      | 22" AND UP                    | SAFETY RED CODE NO. 225A123        |

2 FIRE HYDRANT - COLOR CODE



3 FIRE HYDRANT - PLAN



4 ALTERNATE FIRE HYDRANT - PLAN

SANITARY SEWER SYSTEM CONSTRUCTION NOTES

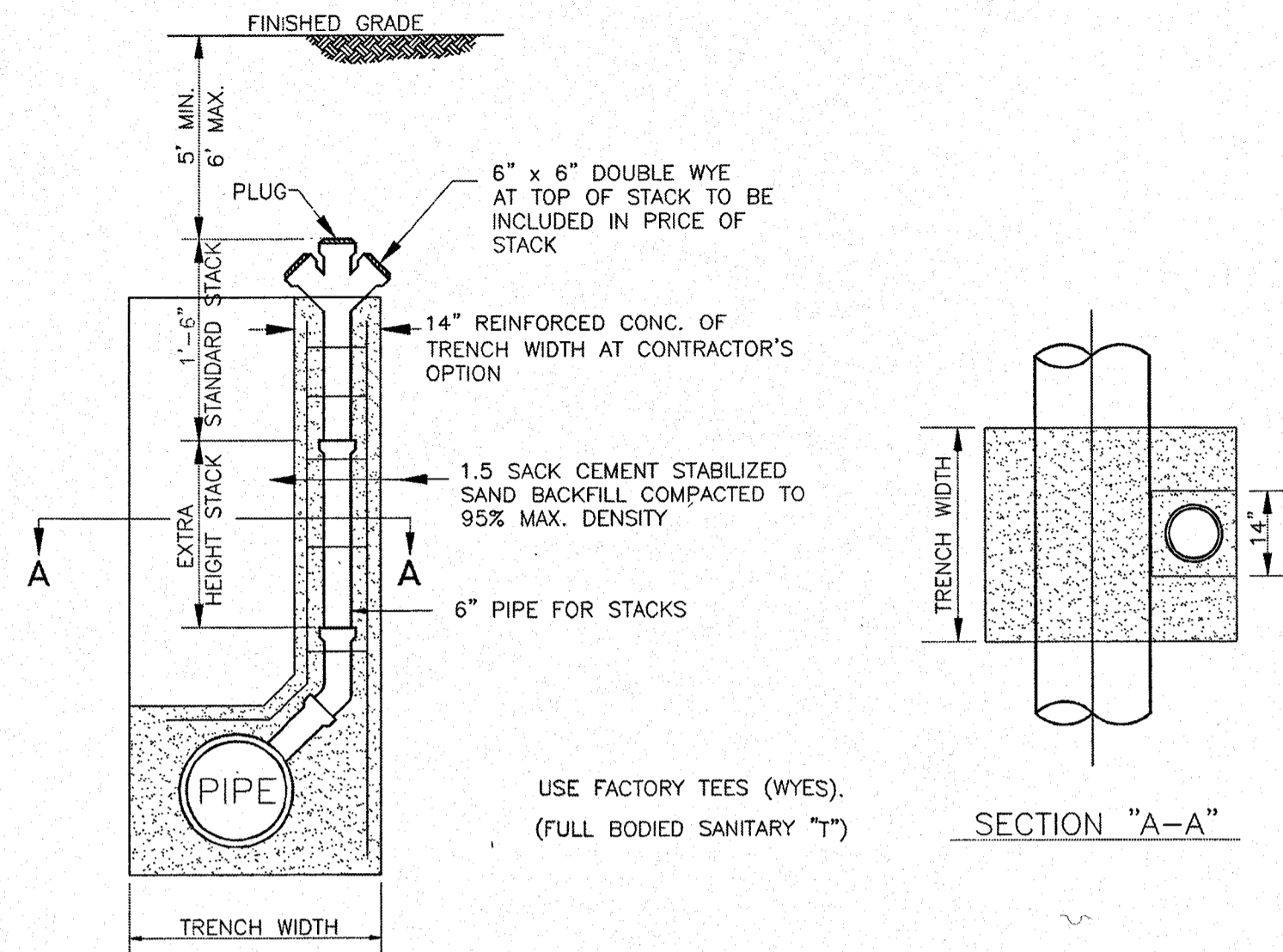
- FINISHED ELEVATION ON SANITARY SEWER MANHOLE RIMS SHALL BE THREE INCHES ABOVE FINISHED GRADE WITHIN UTILITY EASEMENTS OR STREET RIGHT-OF-WAY. CLEAN FILL SHALL BE ADDED AND SLOPED FROM MANHOLE RIM.
- CONTRACTOR SHALL MARK LOCATION OF AND MAINTAIN RECORDS OF STUB, STACKS, AND END OF SERVICE LEAD LOCATIONS, WITH WIRE LOOPS AND 2" P.V.C. PIPE.
- WATER LINES AND SANITARY SEWER LINES SHALL BE INSTALLED IN SEPARATE TRENCHES.
- ALL PVC PIPE (POLYVINYL CHLORIDE) SHALL BE IN ACCORDANCE WITH ASTM D3034, SDR 26.
- ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR CITY SEWER LINES.
- ALL DUCTILE IRON PIPE SHALL BE 150 PSI. WITH EIGHT (8) MIL. BLACK VIRGIN POLYETHYLENE WRAP AS SPECIFIED IN ANSI/AWWA C105/A21.5.
- SANITARY SEWER MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF IOWA COLONY DESIGN STANDARDS. CONTRACTOR TO FURNISH TEST PLUGS AND RISERS (NO SEPARATE PAY). ALL SEWER LINES TO BE AIR TESTED IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS.
- MAINTAIN 12-INCH MINIMUM CLEARANCE BETWEEN ALL STORM SEWERS, AND CULVERTS UNLESS OTHERWISE NOTED.
- SEWER TRENCHES UNDER OR WITHIN ONE (1) FOOT OF PROPOSED OR FUTURE PAVEMENT TO BE BACKFILLED WITH CEMENT STABILIZED SAND BACKFILL, AS SPECIFIED, TO WITHIN ONE (1) FOOT OF SUBGRADE. BEDDING WILL BE CLASS "AA" WHERE CEMENT STABILIZED SAND C PER LINEAR FOOT OF PIPE.
- WATER LINE/SANITARY MANHOLE AND SANITARY SEWER SEPARATION. UNLESS SANITARY SEWER MANHOLES AND THE CONNECTING SEWER CAN BE MADE WATER TIGHT AND TESTED FOR NO LEAKAGE, MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF HORIZONTAL CLEARANCE FROM AN EXISTING OR PROPOSED WATERLINE, WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES:
  - WHERE A SEWER CROSSES A WATERLINE ALL PORTIONS OF THE SEWER WITHIN NINE FEET OF THE WATERLINE SHALL BE CONSTRUCTED OF DUCTILE IRON (AWWA C151, 150 PSI. THK. CL. 50) OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI. USING APPROPRIATE ADAPTERS. VERTICAL CLEARANCE BETWEEN PIPES SHALL BE AT LEAST 2' IF SEWER IS ABOVE THE WATERLINE AND 6" IF THE SEWER IS BELOW THE WATERLINE.
  - SANITARY SEWER LINES CROSSING UNDER PROPOSED OR FUTURE WATER LINES WITH GREATER THAN SIX INCHES VERTICAL WALL-TO-WALL CLEARANCE BUT LESS THAN TWO FEET OF VERTICAL WALL-TO-WALL CLEARANCE SHALL HAVE ONE EIGHTEEN-FOOT JOINT OF A SPECIFIED DUCTILE IRON PIPE (AWWA C151, 150 PSI. THK. CL. 50) CENTERED ON THE WATER LINE CROSSING.
  - SANITARY SEWER LINES CROSSING UNDER PROPOSED OR FUTURE WATER LINES WITH GREATER THAN TWO FEET OF VERTICAL BUT LESS THAN NINE FEET OF VERTICAL WALL-TO-WALL CLEARANCE SHALL BE BACKFILLED FOR NINE HORIZONTAL FEET OF WATER LINE ON EACH SIDE OF SEWER LINE WITH CEMENT SAND (MINIMUM 2 SACKS CEMENT PER CUBIC YARD OF SAND) TO A DEPTH OF ONE PIPE DIAMETER OR TWELVE INCHES (WHICHEVER IS GREATER) ABOVE THE SEWER LINE.
  - WHERE A SANITARY SEWER PARALLELS A WATERLINE, THE SEWER MUST BE INSTALLED IN A SEPARATE TRENCH, AND SHALL BE CONSTRUCTED OF DUCTILE IRON, DUCTILE IRON OR PVC PIPE MEETING ASTM SPECIFICATIONS WITH A PRESSURE RATING FOR BOTH THE PIPE AND JOINTS OF 150 PSI. THE VERTICAL SEPARATION SHALL BE A MINIMUM OF TWO FEET BETWEEN OUTSIDE DIAMETERS AND THE HORIZONTAL SEPARATION SHALL BE A MINIMUM OF FOUR FEET BETWEEN OUTSIDE DIAMETERS. THE SEWER SHALL BE LOCATED BELOW THE WATERLINE.
- ALL PROPOSED GRAVITY SANITARY SEWER LINES SHALL BE DUCTILE IRON OR SDR 26 PVC PIPE. NON-PRESSURE PVC MAY NOT BE SUBSTITUTED FOR D.I.P. OR C-900 (DR 18 ONLY) PVC.
- BEDDING FOR ALL TYPES OF SANITARY SEWER PIPE SHALL BE CLASS "AA" AT ALL DEPTHS (NO SEPARATE PAY).
- FOR ALL PVC PIPE, USE MANHOLE WATER STOP GASKET AND CLAMP ASSEMBLY AT MANHOLE CONNECTIONS (NO SEPARATE PAY).
- SANITARY SEWER MANHOLES SHALL BE STANDARD TYPE, UNLESS OTHERWISE NOTED, AND BACKFILLED WITH CEMENT STABILIZED SAND AS SPECIFIED (NO SEPARATE PAY). ALL SANITARY MANHOLES SHALL BE AT LEAST 1 FOOT ABOVE THE 100 YEAR BASE FLOOD ELEVATION. SECTIONS FOR PRECAST MANHOLES SHALL BE JOINED WITH RUBBER GASKET JOINTS. "RAM NEK" OR SIMILAR WILL NOT BE APPROVED.
- ALL FAR-SIDE LEADS SHALL BE SIX (6) INCHES OR EIGHT (8) INCHES DIAMETER AT 0.70% MIN. SLOPE AND SHALL BE PVC, SDR 26, 150 PSI. PRESSURE PIPE CONFORMING TO ASTM D-2241. STUBS AND FAR-SIDE LEADS WILL BE D.I.P., 150 PSI. THICKNESS CL. 51, WHERE THERE IS LESS THAN THREE (3) FOOT COVER TO TOP OF CURBS (NO SEPARATE PAY).
- LEADS SERVING TWO LOTS SHALL HAVE A SERVICE "WYE" WITH PLUGS (NO SEPARATE PAY). THE "WYE" SHALL BE LOCATED WITHIN THE STREET RIGHT-OF-WAY OR ADJOINING UTILITY EASEMENT.
- ALL PRECAST CONCRETE MANHOLES SHALL HAVE THE TOP 18 INCHES CONSTRUCTED OF STEEL OR PRECAST PCC RINGS, SEALED INSIDE AND OUTSIDE.
- SANITARY SEWER LINE IN PIPE ZONE IN SIDE LOT EASEMENT SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND. (NO SEPARATE PAY).
- IF WET SAND IS ENCOUNTERED IN THE FIELD, USE SPECIAL BEDDING.
- USE WHITE PIPE FOR ALL FORCE MAINS.
- PROVIDE "UNI-FLANGE", "CERTA-LOK", OR APPROVED EQUAL PIPE RESTRAINT AND CASING SYSTEM ON UNDERGROUND PRESSURE PIPE SYSTEMS.

SPECIAL NOTES: LOCATION OF SANITARY SEWER FACILITIES

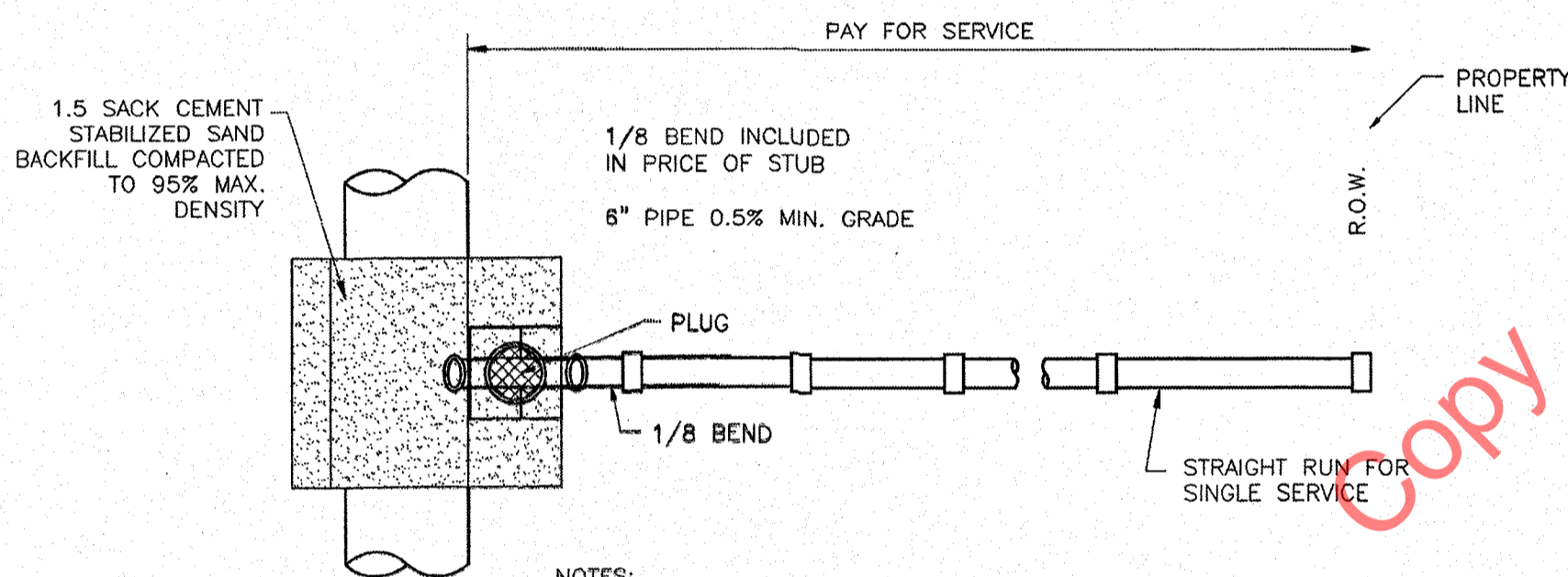
IF STAKES ARE LEFT IN THE GROUND AT THE STACK AND LEADS AFTER CONSTRUCTION OF UTILITIES, THEN AN EFFORT WILL BE MADE TO PRESERVE THEM DURING PAVING. A UTILITY CONTRACTOR REMAINS RESPONSIBLE FOR LOCATING AND MARKING THE FACILITIES AS DESCRIBED BELOW.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT RED LINES AND FLOW LINE ELEVATIONS OF ALL SERVICE CONNECTIONS AND SHALL BE PLACED ON AS BUILT PLANS AT THE COMPLETION OF THIS JOB.

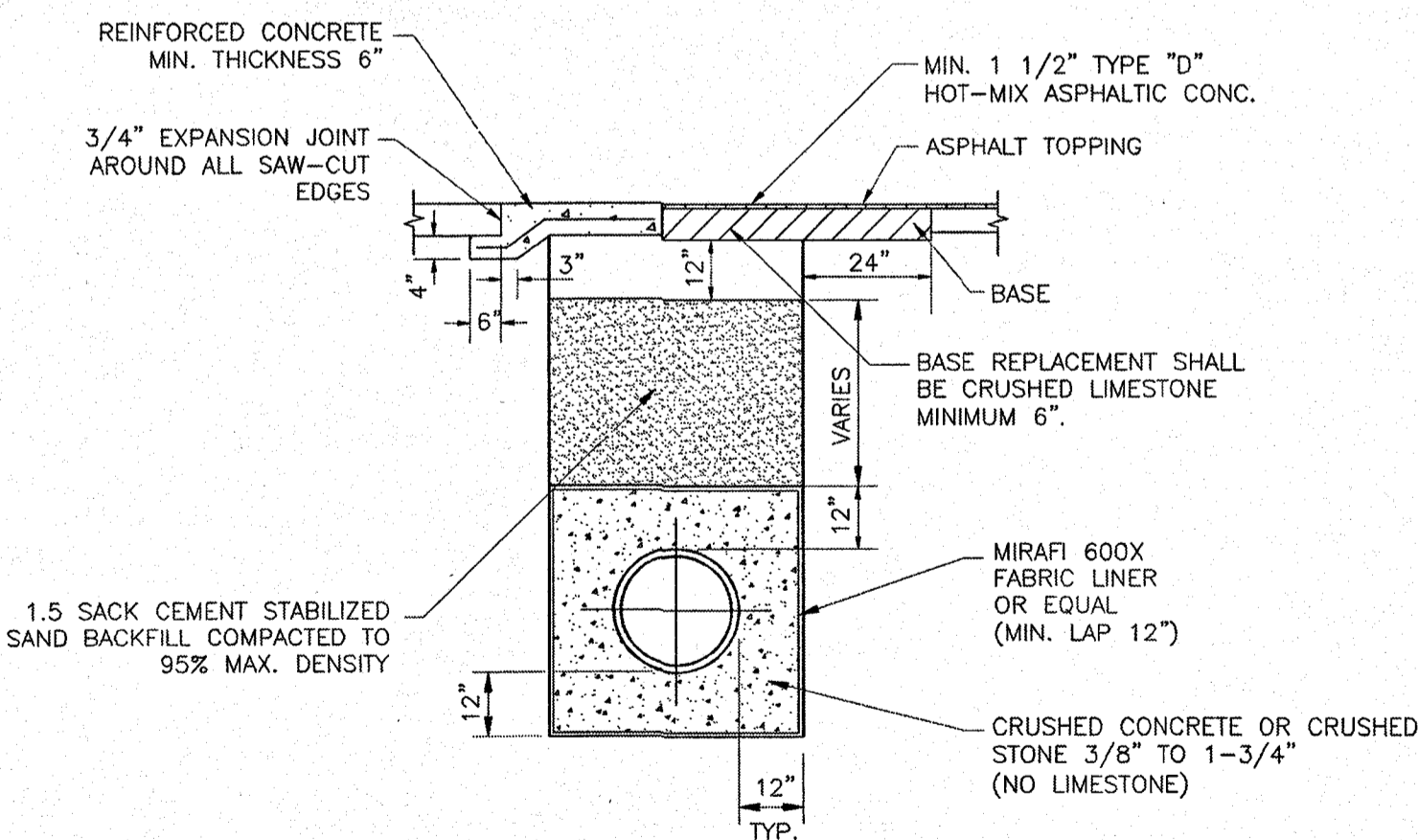
THE UTILITY CONTRACTOR IS RESPONSIBLE FOR LOCATING AND MARKING ALL STACKS AND FAR SIDE LEADS AFTER THE PAVING IN THIS SECTION IS COMPLETE. A 1/4-INCH DEEP NOTCH SHALL BE CUT IN THE CURB AND PAINTED WITH A RED LINE ADJACENT TO THE STACK OR LEAD.



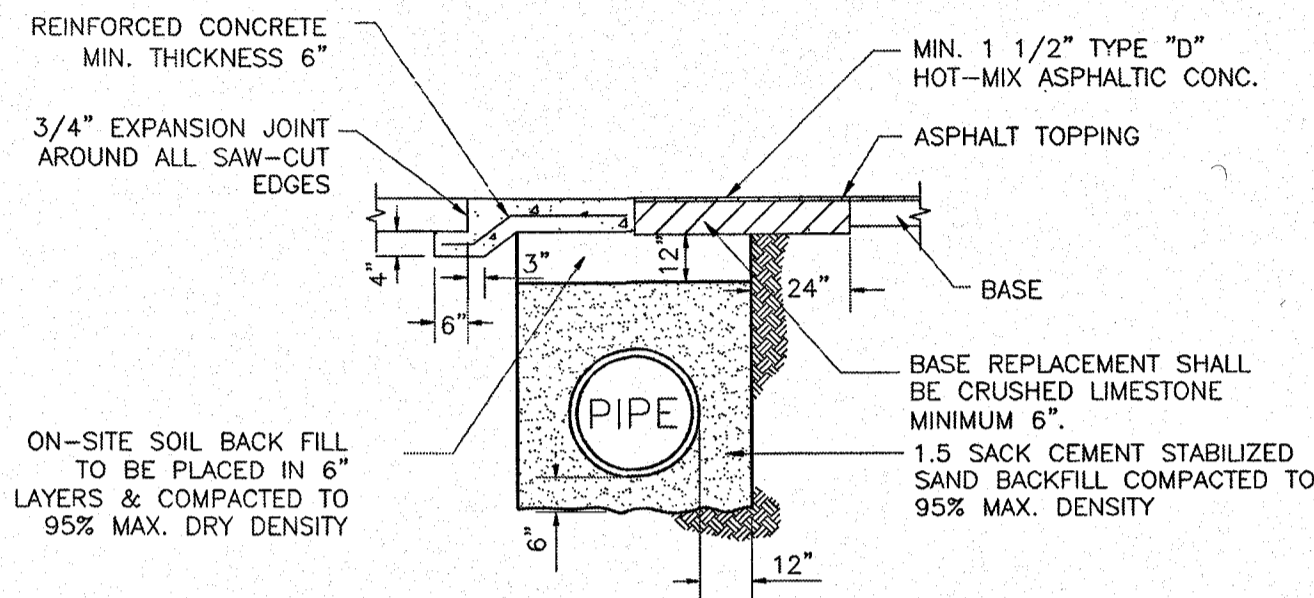
1 SANITARY SEWER STACK



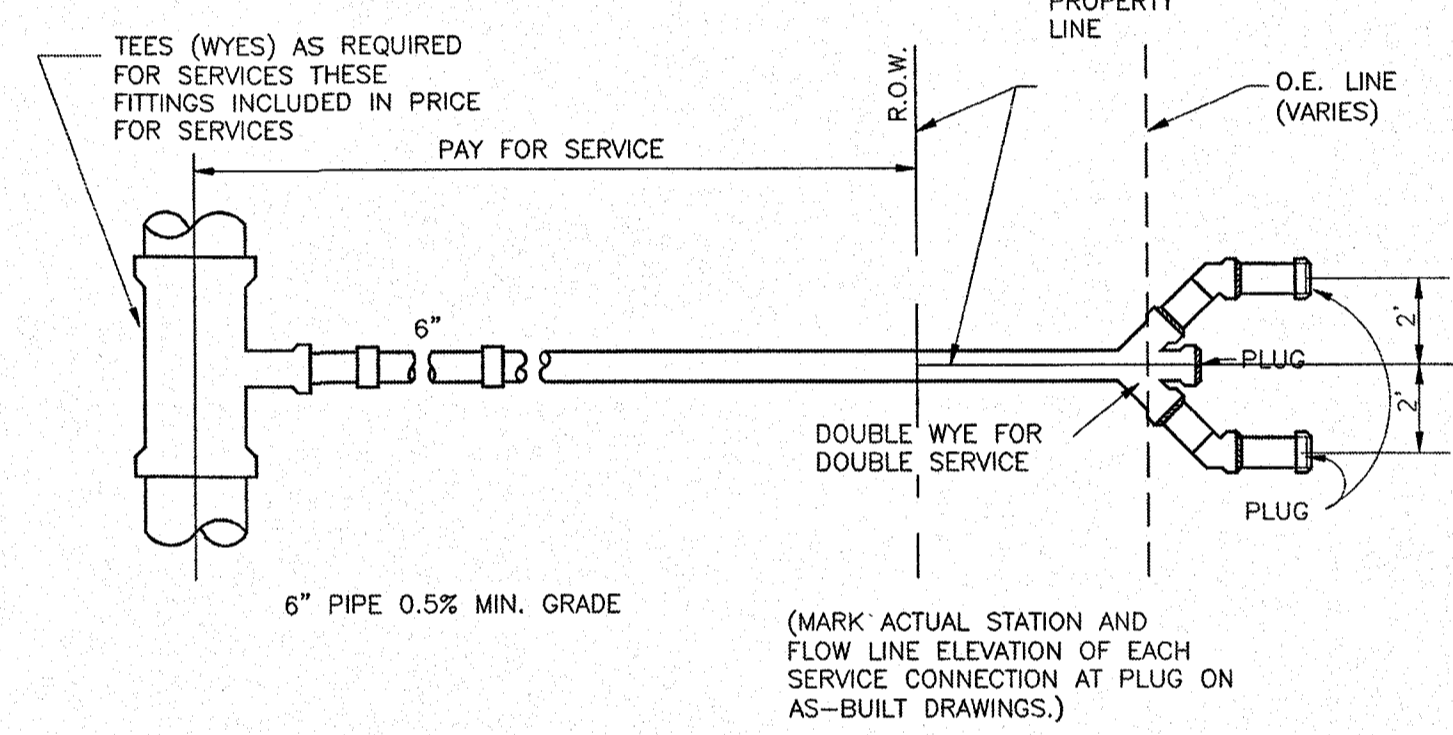
4 SINGLE SEWER SERVICE



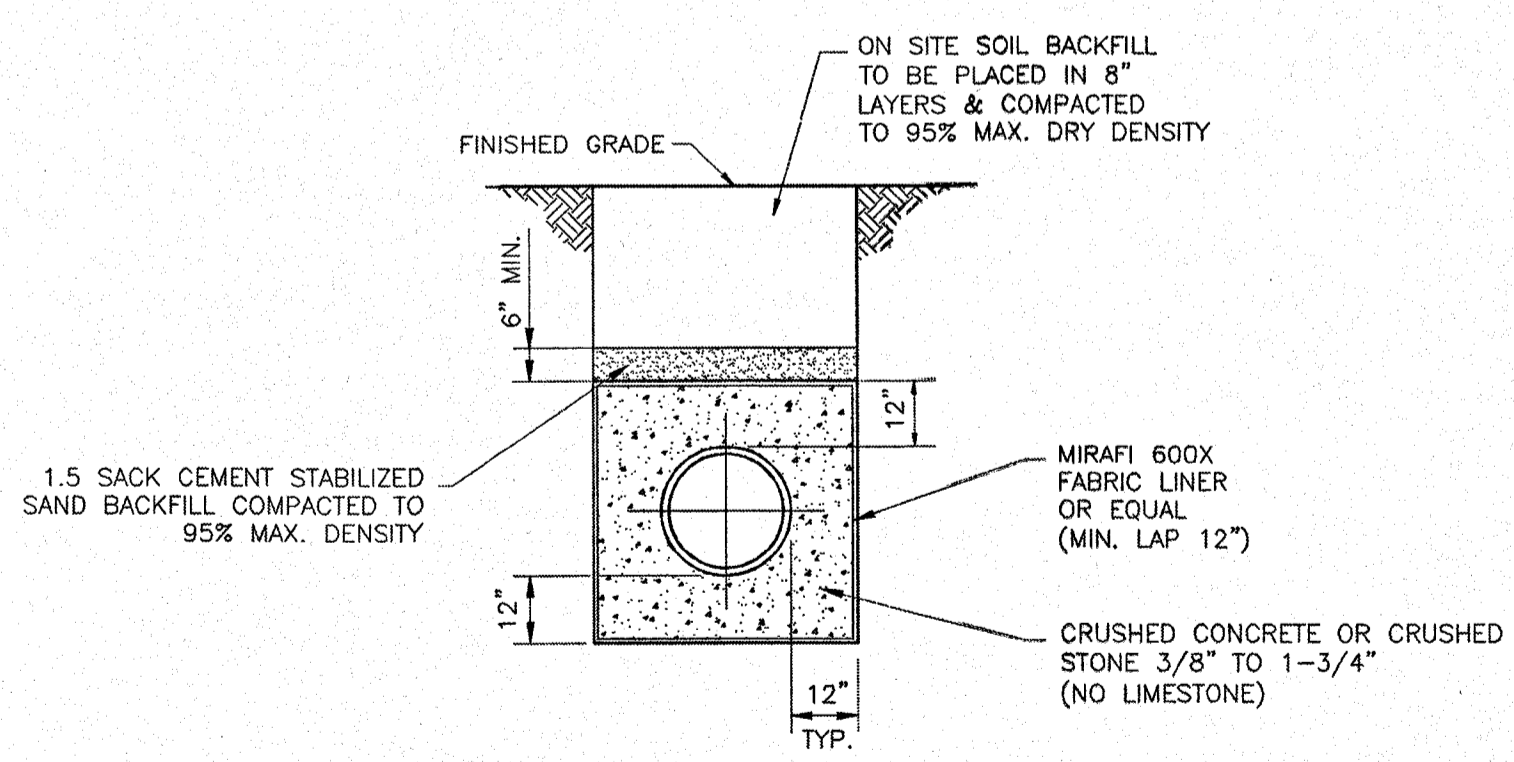
6 BEDDING AND BACKFILL FOR WET SAND UNDER PAVEMENT



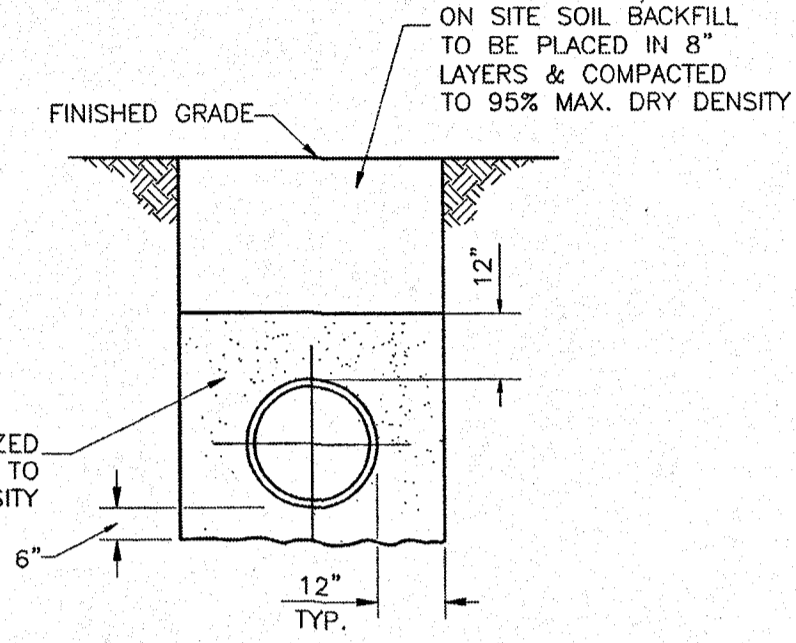
2 TRENCH SECTION IN PAVED AREA



5 DOUBLE SEWER SERVICE



7 BEDDING AND BACKFILL FOR WET SAND



3 AA PIPE BEDDING DETAIL SANITARY SEWER

NOTES:

- ALL SANITARY SEWER TAPS SHOULD BE PLACED IN LINE WITH PROPERTY CORNER OR PLACED HALF WAY BETWEEN THE FRONT LOT CORNERS, OR AT PC OF CURB RETURN IN MULTI LOT SUBDIVISIONS.
- NECESSITY FOR USE OF THIS SECTION TO BE DETERMINED BY THE ENGINEER AS CONSTRUCTION PROGRESSES AND MAY BE MODIFIED BY TO SUIT CONDITIONS ENCOUNTERED.
- WELL POINTS TO BE INSTALLED AND TRENCH KEPT DRY DURING CONSTRUCTION UNTIL BACKFILL IS COMPLETELY PLACED AND ENOUGH TIME AS APPROVED BY ENGINEER HAS ELAPSED.

BENCHMARK(S)/FLOODPLAIN:

LEGEND

| APP. | REVISION | DATE |
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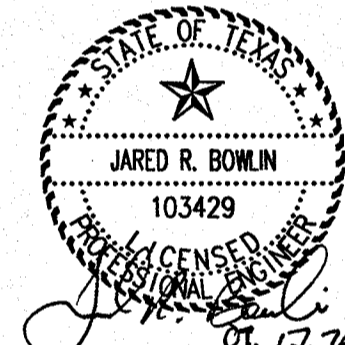
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VERIFICATION OF PRIVATE UTILITY LINES

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ENGINEERING THE FUTURE SINCE 1936

|                   |                  |                              |
|-------------------|------------------|------------------------------|
| SURV. <b>EHRA</b> | DATE <b>5/19</b> | JOB NO. <b>081-011-68</b>    |
| DSGN. <b>EHRA</b> | DATE <b>5/19</b> | FILE: 20 Sanitary Sewer Deta |
| DWN. <b>EHRA</b>  | DATE <b>5/19</b> | PLOT SCALE: 1:1              |
| CHKD. _____       | DATE _____       | DWG. NO. _____               |
| APPR. _____       | DATE _____       | <b>P-3988</b>                |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

**SANITARY SEWER DETAILS**  
**(SHEET 1 OF 3)**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

*[Signature]*  
DINH HO, P.E., CITY ENGINEER  
DATE 12182020



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

|              |                |
|--------------|----------------|
| SCALE:       | SHEET 20 of 30 |
| HORIZ. VERT. |                |

BENCHMARK(S)/FLOODPLAIN:

LEGEND

- NOTE:
1. PRE-CAST MANHOLES ONLY SHALL BE USED.
  2. NO BRICKS OF ANY KIND WILL BE ALLOWED IN CONSTRUCTION OF MANHOLES.
  3. MANHOLES SHOULD BE PLACED HALF WAY BETWEEN THE FRONT LOT CORNERS IN MULTI-LOT SUBDIVISION.

| APP. | REVISION | DATE |
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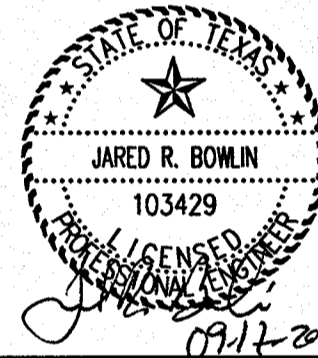
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ENGINEERING THE FUTURE  
SINCE 1936

|             |            |                                |
|-------------|------------|--------------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68             |
| DSGN. EHRA  | DATE 5/19  | FILE: 21 Sanitary Sewer Detail |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1                |
| CHKD. _____ | DATE _____ | DWG. NO. _____                 |
| APPR. _____ | DATE _____ | P-3988                         |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
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SANITARY SEWER DETAILS  
(SHEET 2 OF 3)

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

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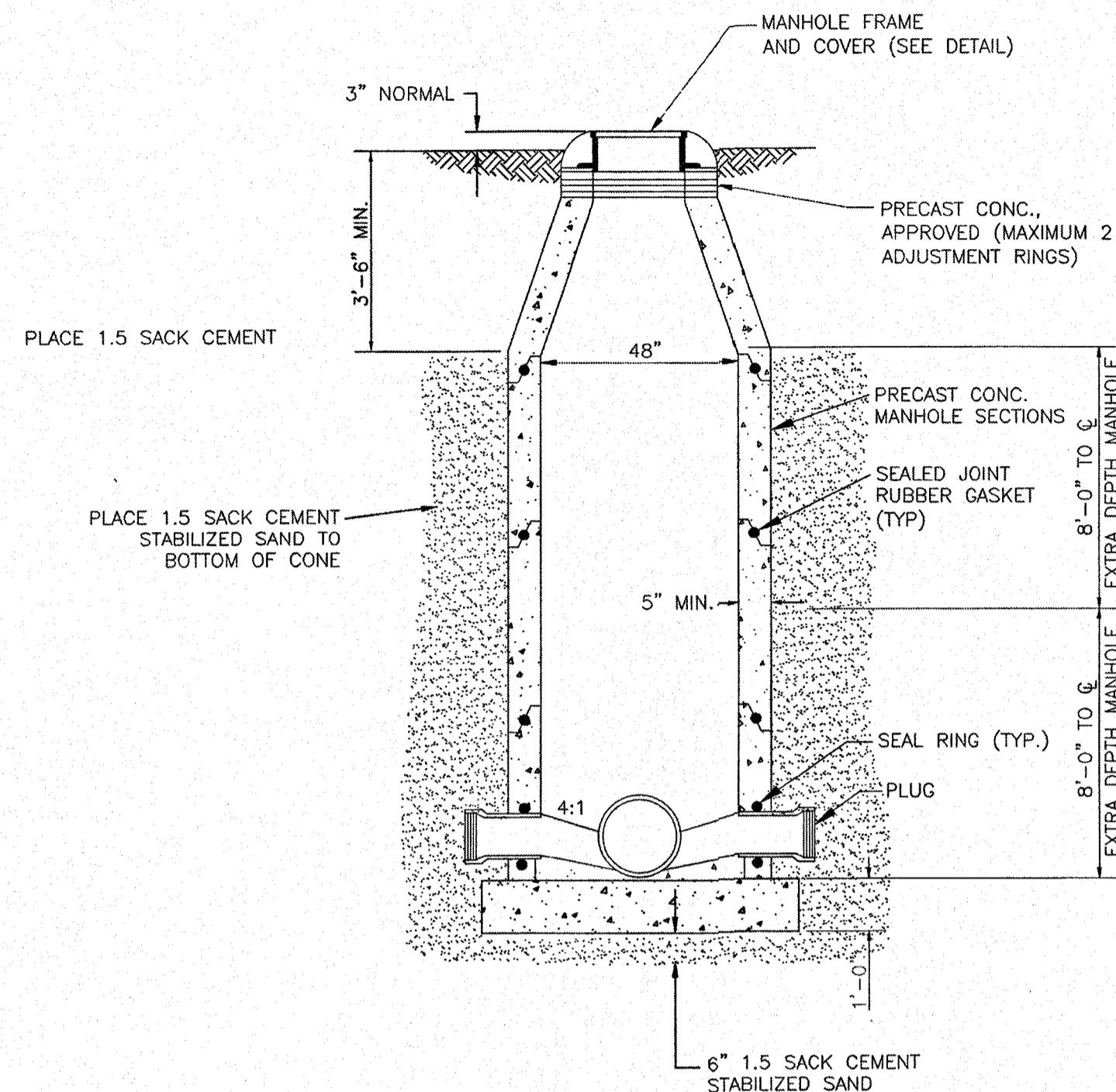
12182020  
DATE



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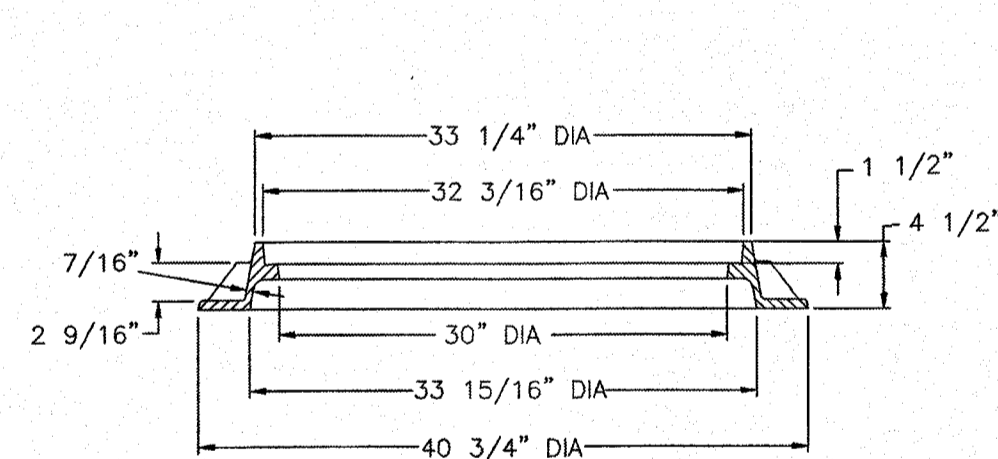
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VERT. \_\_\_\_\_

SHEET 21 OF 30



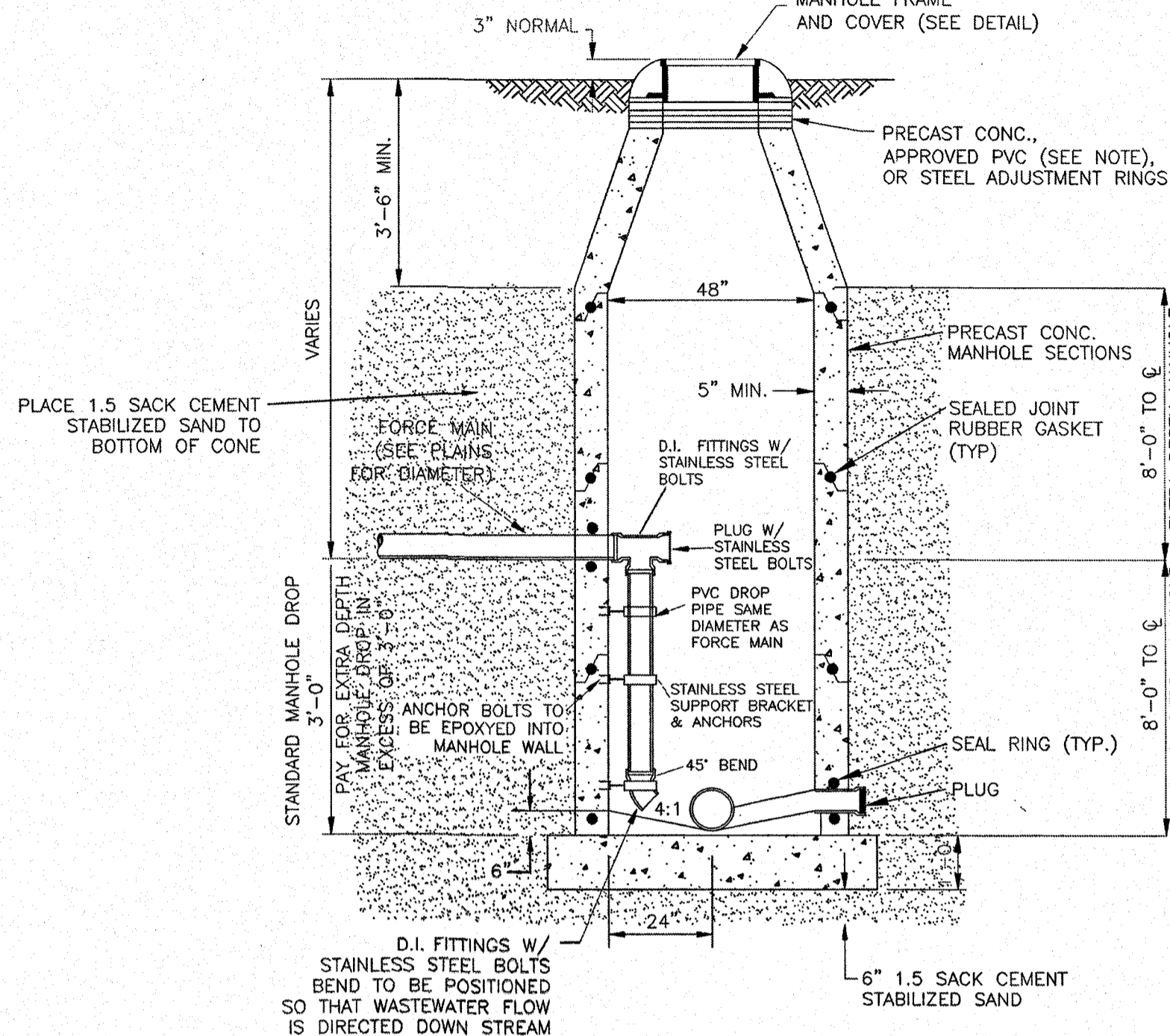
- NOTES:
1. ALL MANHOLES IN WET SAND REQUIRE SPECIAL DESIGN
  2. H.D.P.E. ADJUSTMENT RINGS AS MANUFACTURED BY LADTECH, INC. OR APPROVED EQUAL.
  3. HORSE-SHOE SHAPED PIPE OPENINGS OR BREAKOUT PIPE OPENINGS WILL NOT BE ACCEPTED
  4. INTERIOR SURFACE OF THE MANHOLE SHALL BE COATED WITH A MINIMUM 80 MILS THICKNESS OF NEOPOXY, NPR 5300 SERIES, OR RAVEN LINING SYSTEMS, RAVEN-405.

1 STANDARD PRECAST CONCRETE SEWER MANHOLE



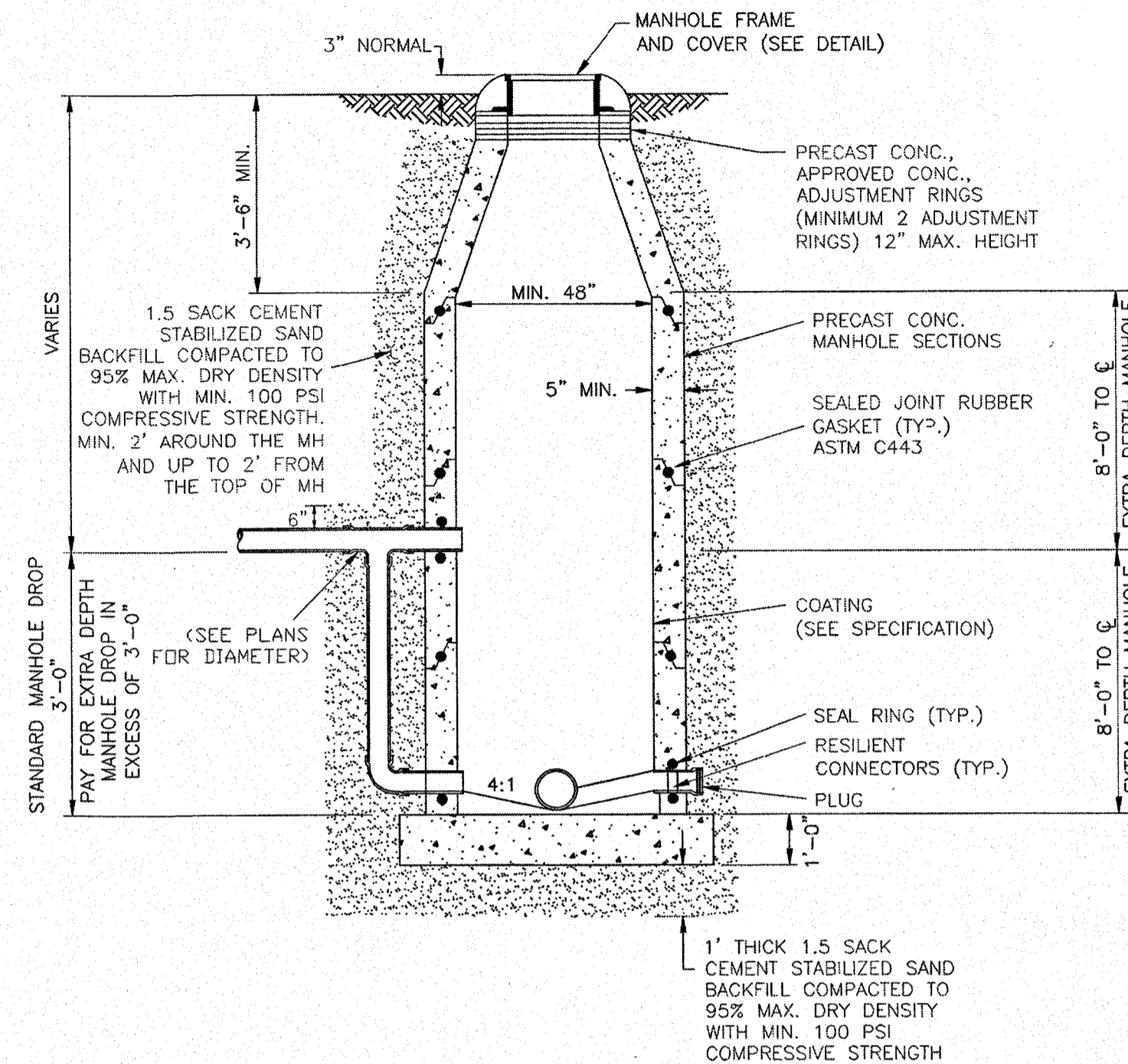
- NOTES:
1. MANHOLE FRAME AND COVER TO BE EAST JORDAN IRON WORKS PATTERN, OR OTHER APPROVED EQUAL, WHERE SEWER IS LOCATED IN EASEMENTS, CONTRACTOR MAY USE LIGHTWEIGHT F AND C, APPROVED BY THE ENGINEER.
  2. STAINLESS STEEL INFLOW PREVENTERS MADE BY KOLG, INC., OR APPROVED EQUAL, SHALL BE USED ON ALL SANITARY SEWER MANHOLES.
  3. INFLOW PREVENTERS MUST BE ANCHORED W/ STAINLESS STEEL ANCHORS.

4 MANHOLE COVER AND FRAME



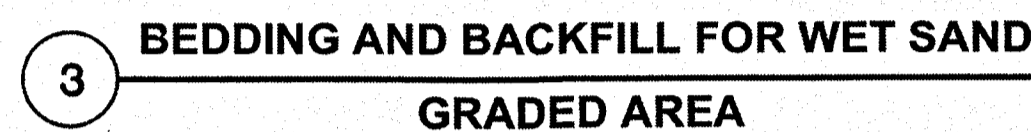
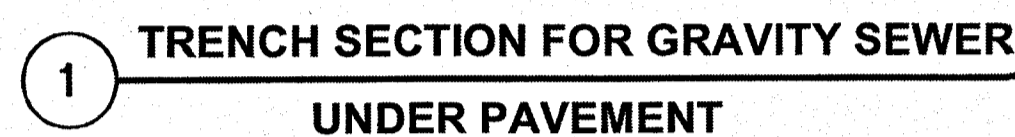
- NOTE:
1. MANHOLE MUST BE CORED TO APPROPRIATE OPENING.
  2. WATER TIGHT GASKET MUST BE USED TO SEAL PIPE TO MANHOLE.
  3. ALL PIPE FITTINGS TO BE 1 (ONE) BOLT TYPE RESTRAINT FITTINGS OR APPROVED EQUAL.
  4. USE STAINLESS STEEL ANCHOR TO ATTACH PIPE SUPPORTS TO WALL.
  5. PIPE SUPPORTS MUST BE STAINLESS STEEL (3\"/>

2 STANDARD PRECAST CONCRETE SEWER MANHOLE  
INTERNAL DROP FOR FORCEMAIN ONLY



- NOTE:
1. FOR ALL NEW CONSTRUCTION.
  2. CLASS 1 CONCRETE WITH A DESIGN STRENGTH OF 4000 PSI AT 28 DAYS. RATES FOR H-20 LOADING.
  3. PRECAST CONCRETE MANHOLE CONFORMING TO ASTM C478. STRUCTURAL REINFORCEMENT CONFORMING TO ASTM 615A.
  4. LIFTING INSERTS AS REQUIRED.
  5. ALL JOINTS SHALL BE SEALED WITH APPROVED GASKET.
  6. MANHOLE MUST BE CORED TO APPROPRIATE OPENING.
  7. WATER TIGHT GASKET MUST BE USED TO SEAL PIPE TO MANHOLE.
  8. ALL PIPE FITTINGS TO BE 1 (ONE) BOLT TYPE RESTRAINT FITTINGS OR APPROVED EQUAL.
  9. PIPE SUPPORTS MUST BE STAINLESS STEEL (3\"/>

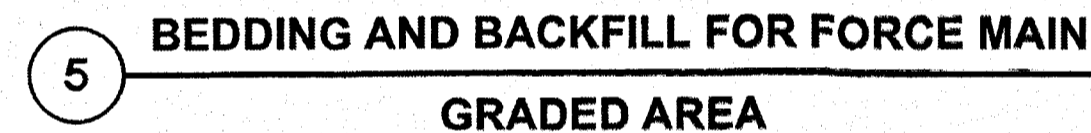
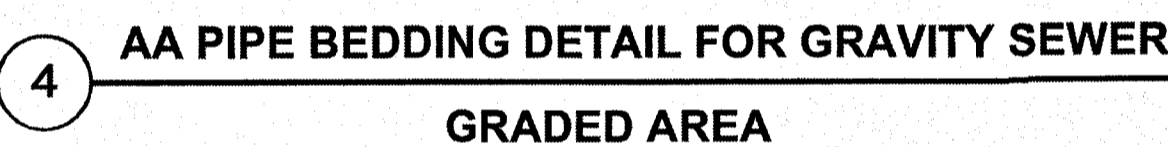
3 STANDARD PRECAST CONCRETE SEWER MANHOLE  
WITH EXTERNAL DROP



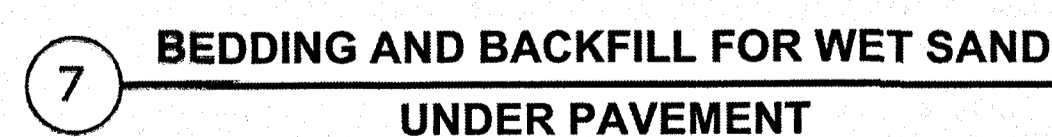
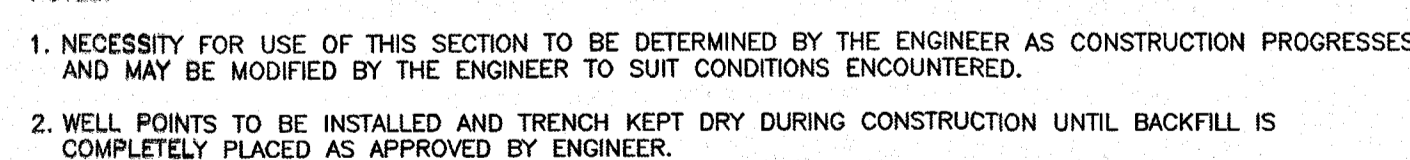
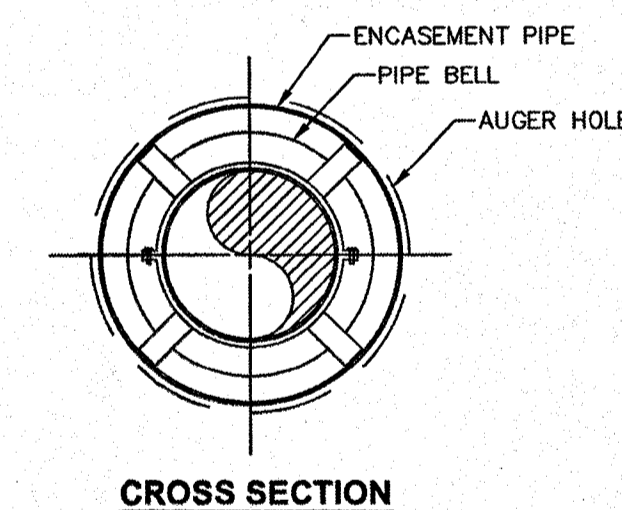
2. ALL CEMENT STABILIZED SAND BACKFILL SHALL CONFORM TO SPECIFICATION CEMENT STABILIZED SAND - SECTION 0252.
3. ALL JOINTS IN PRE-CAST CONCRETE PIPE AND BOX SHALL RECEIVE JOINT SEALANT, RAM-NEK, OR APPROVED EQUAL.
4. ALL PIPE WITHIN 1' OF PAVEMENT SHALL USE BACKFILL DETAIL FOR UNDER PAVEMENT.

| APP. | REVISION | DATE |
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|                           |                |
|---------------------------|----------------|
| SCALE:<br>HORIZ.<br>VERT. | SHEET 22 OF 30 |
|---------------------------|----------------|



1. SPACERS FOR CARRIER PIPE SHALL BE STAINLESS STEEL, NEOPRENE OR APPROVED EQUAL AND SHALL BE INSTALLED TO CENTER CARRIER PIPE WITHIN CASING WITH A MAX TOLERANCE OF  $\frac{1}{8}$ " BETWEEN RUNNER AND CASING INSIDE AS WELL AS PREVENT THE CARRIER PIPE FROM RESTING ON THE BELLS WITHIN THE CASING. SEE CASING TABLE FOR SPACER DISTANCE AND NUMBER OF SPACERS.
2. SPACERS TO BE PLACED A MIN OF 1' BACK FROM EACH JOINT THAT FALLS WITHIN CASING, A GREATER SET BACK MAY BE REQUIRED FOR LARGER PIPE. SEE CASING TABLE FOR ADDITIONAL INFO ON SPACING OF SUPPORTS.
3. WHEN INSTALLING GRAVITY PIPE WITH CASING CONTRACTOR SHALL TAKE INTO CONSIDERATION PIPE GRADE SO THAT THE SEWER PIPE MAINTAINS THE PROPER FALL.
4. JOINT RESTRAINTS ARE REQUIRED ON ALL JOINTS THAT FALL UNDER OR WITHIN 10' OF HIGHWAY CROSSINGS REGARDLESS OF PIPE MATERIAL, CASED OR NOT.



BENCHMARK(S)/FLOODPLAIN:

LEGEND

| APP. | REVISION | DATE |
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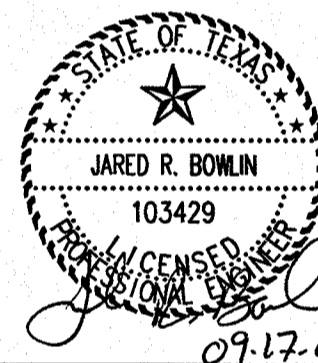
**NOTICE:**  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DO SO THAT UNDERGROUND LINES CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN. (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date: \_\_\_\_\_  
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Date: \_\_\_\_\_  
APPROVED FOR AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES ONLY.  
SIGNATURE VALID FOR ONE YEAR.



**EHRA** 10011 Meadowglen Lane  
Houston, Texas 77042  
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TSP# No. F-726 | TSP# No. 10092300  
ENGINEERING THE FUTURE SINCE 1936

|             |            |                              |
|-------------|------------|------------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68           |
| DSGN. EHRA  | DATE 5/19  | FILE: 23 Storm Sewer Details |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1              |
| CHKD. _____ | DATE _____ | DWG. NO. P-3988              |
| APPR. _____ | DATE _____ |                              |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

**STORM SEWER DETAILS**  
(SHEET 1 OF 5)

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

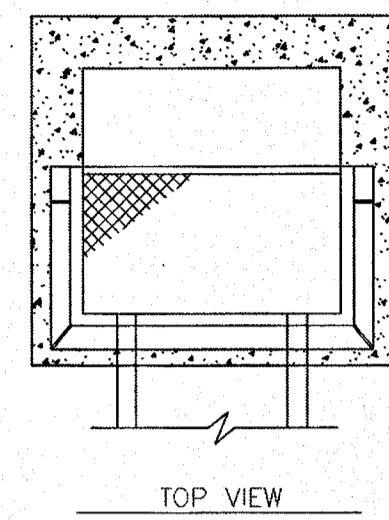
DINH HO, P.E., CITY ENGINEER 12182020  
DATE



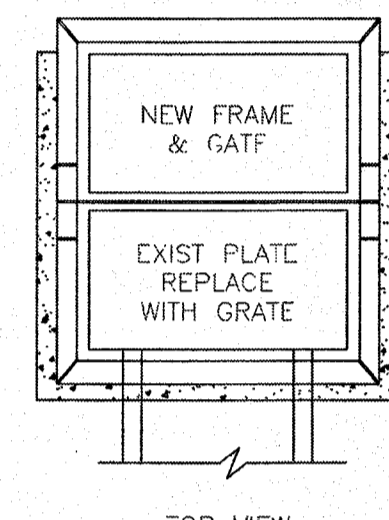
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. \_\_\_\_\_  
VERT. \_\_\_\_\_  
SHEET 23 OF 30

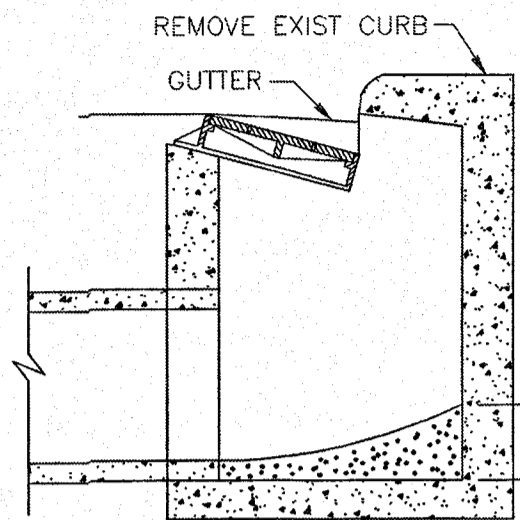
EXIST TYPE "B" INLET



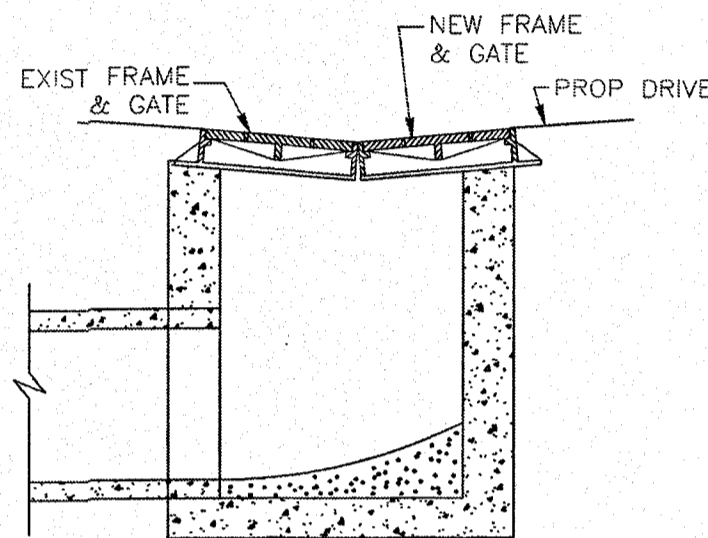
TOP VIEW



TOP VIEW

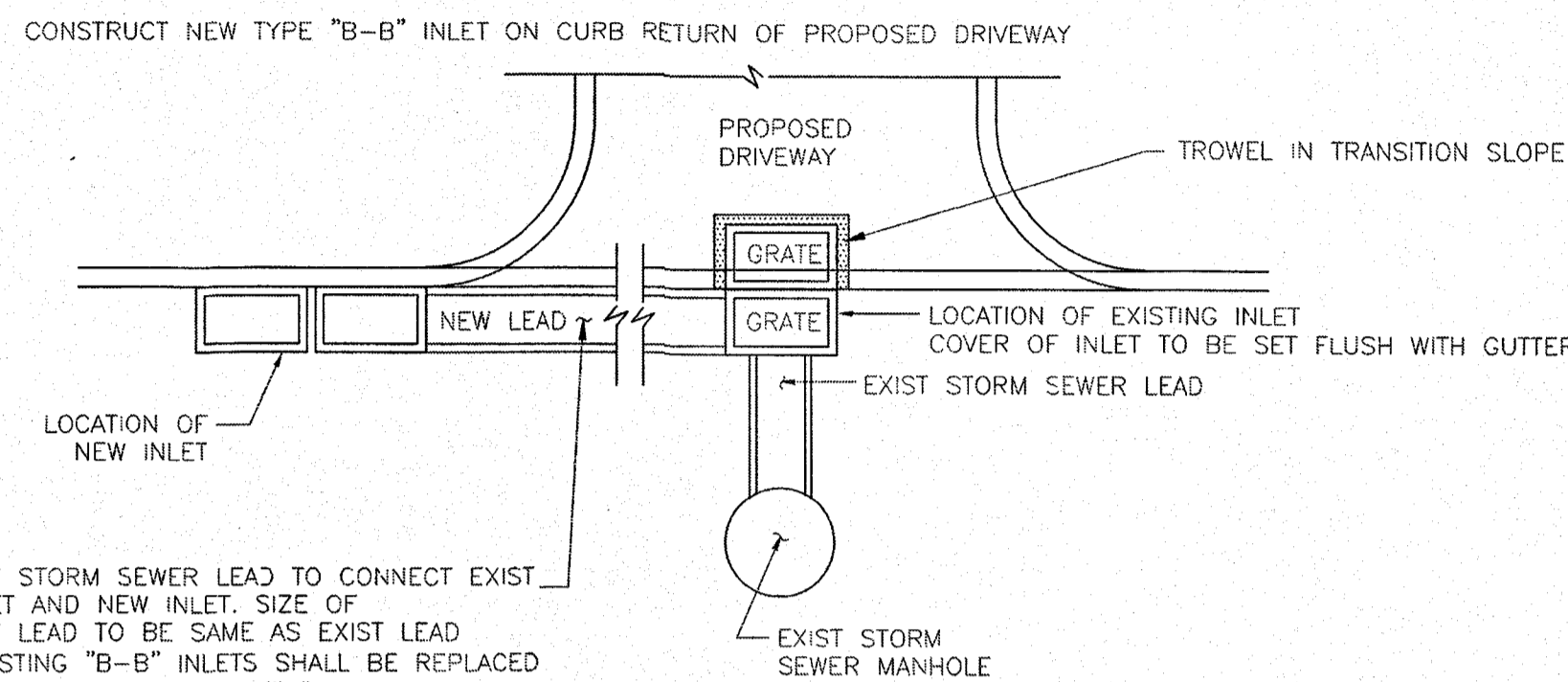


SIDE VIEW



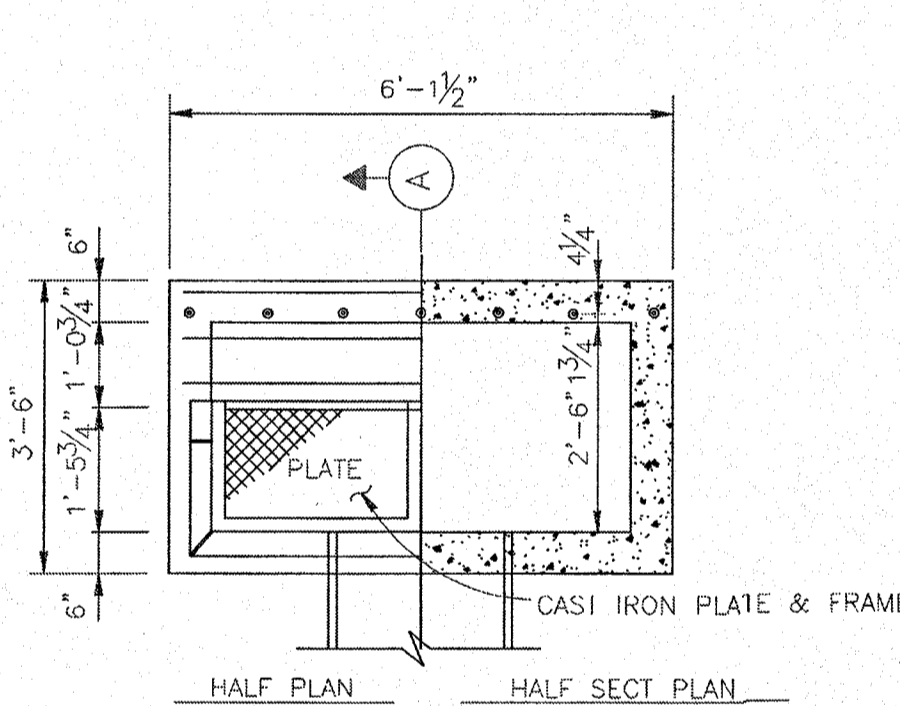
SIDE VIEW

1. AFTER REMOVING EXIST CURB, RAISE EXIST FRAME TO GUTTER GRADE.
2. REPLACE EXIST PLATE WITH A GRATE.
3. ADD NEW FRAME AND GRATE NEXT TO EXIST FRAME.
4. BACKFILL INLET WITH 1 SACK/TON CEMENT STABILIZED SAND.



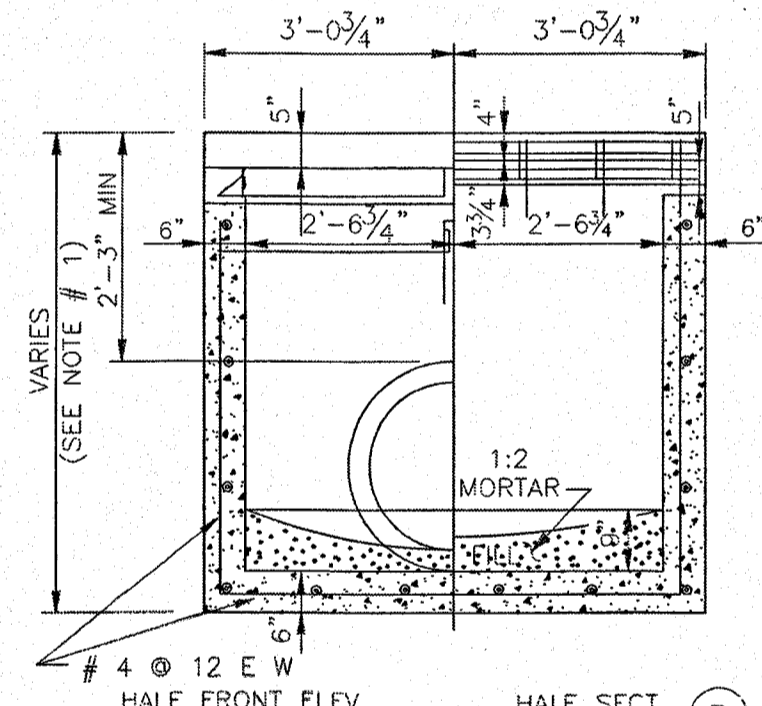
NEW STORM SEWER LEAD TO CONNECT EXIST INLET AND NEW INLET. SIZE OF NEW LEAD TO BE SAME AS EXIST LEAD (EXISTING "B-B" INLETS SHALL BE REPLACED WITH NEW B-B INLETS ("B" INLETS MAY BE REPLACED WITH "B" INLETS))

### 1 "B" AND "B-B" INLET REPLACEMENT



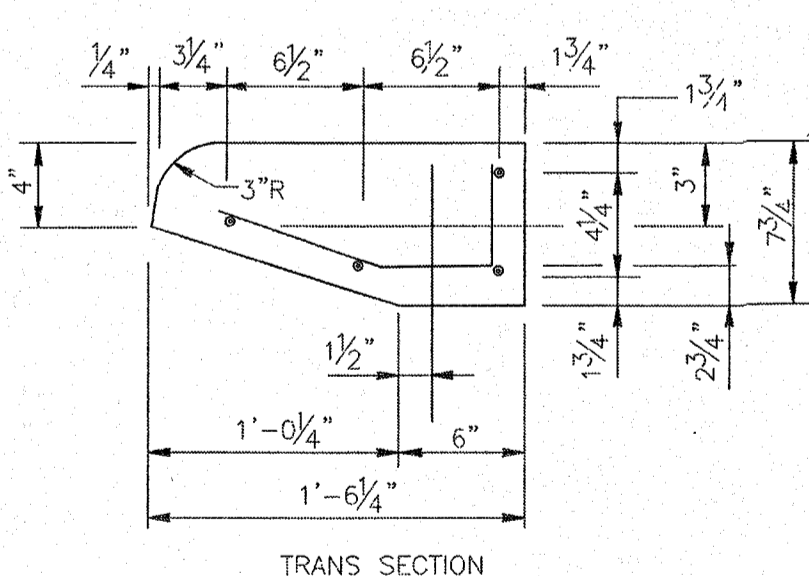
HALF PLAN

HALF SECT PLAN



HALF FRONT ELEV

HALF SECT (B)



TRANS SECTION

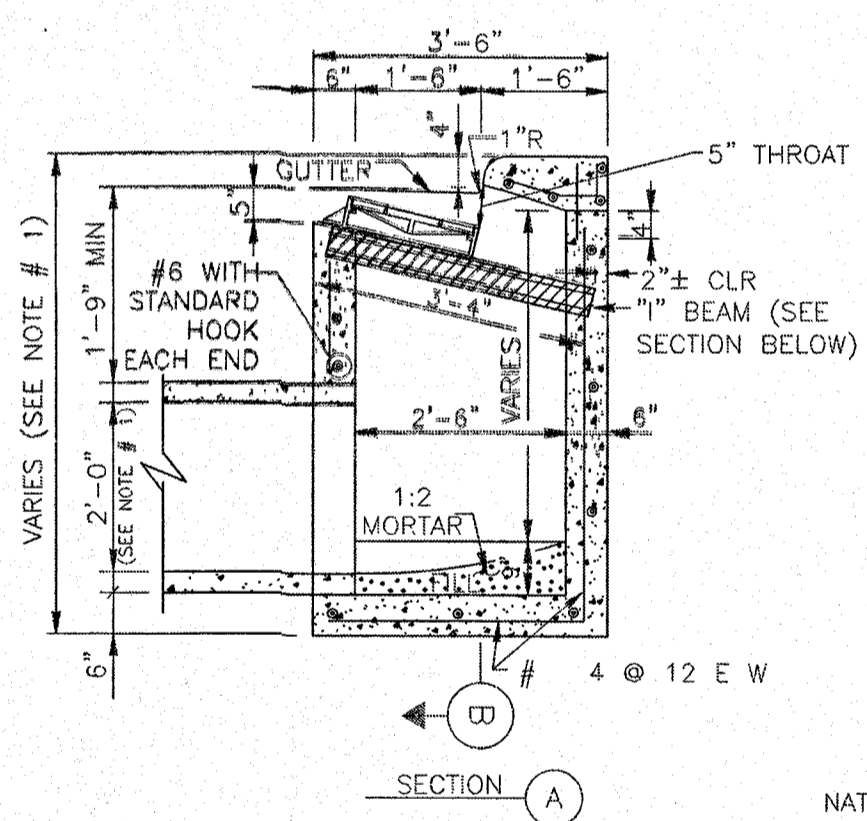
PRECAST CURB BEAM

ACCEPTABLE ALTERNATE STEEL BEAM SIZES:  
S6x17.5  
W6x16  
(GALVANIZED)

SECTION THRU BEAM

| NO | SIZE | LENGTH | SHAPE | LOC  |
|----|------|--------|-------|------|
| 1  | #4   | 0'-10" | ST    | HOR  |
| 2  | #4   | 0'-10" | ST    | VERT |
| 3  | #3   | 1'-6"  | BT    |      |

### 3 "BB" INLET

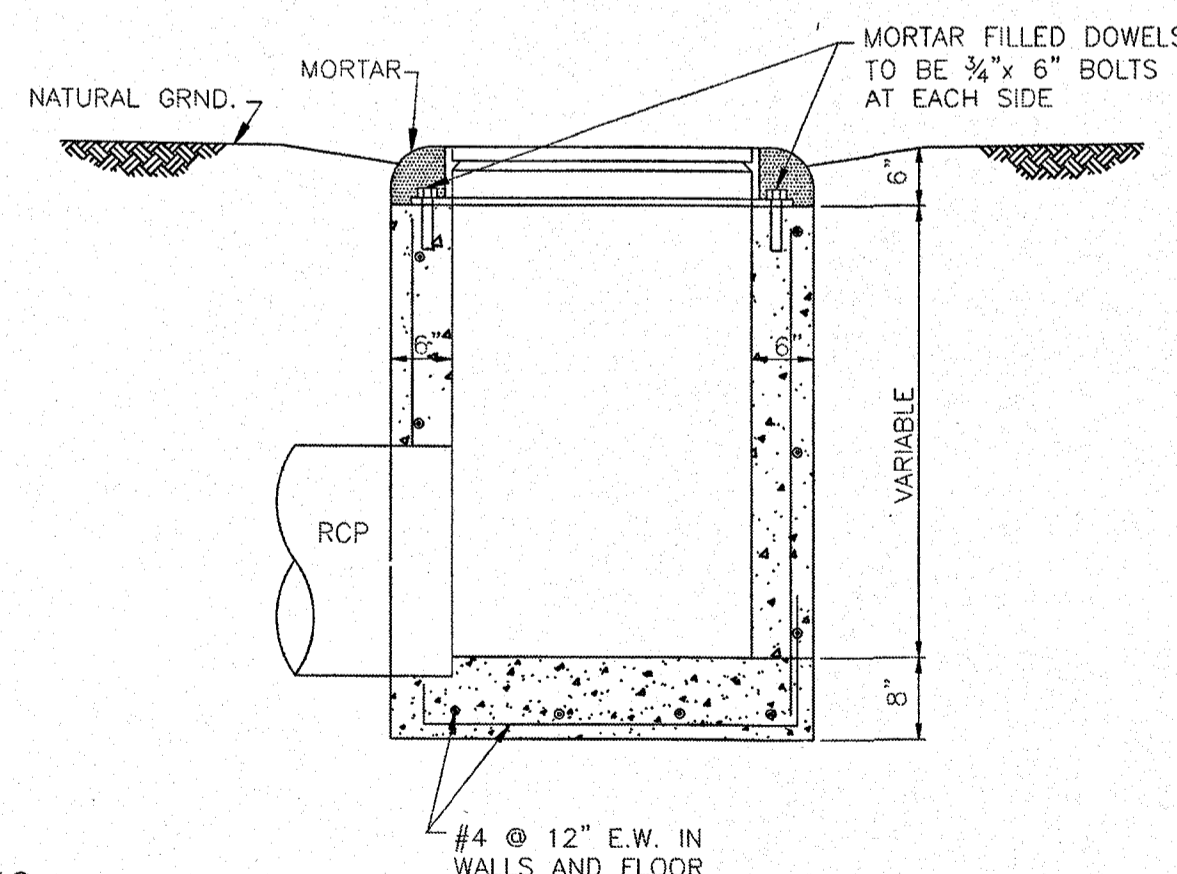


SECTION A

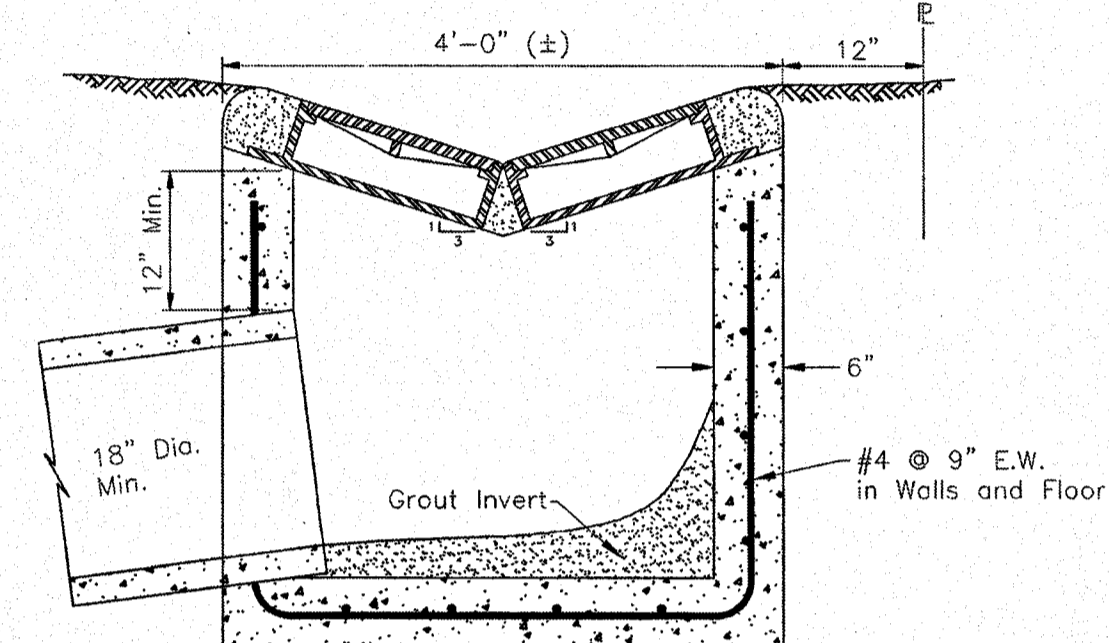
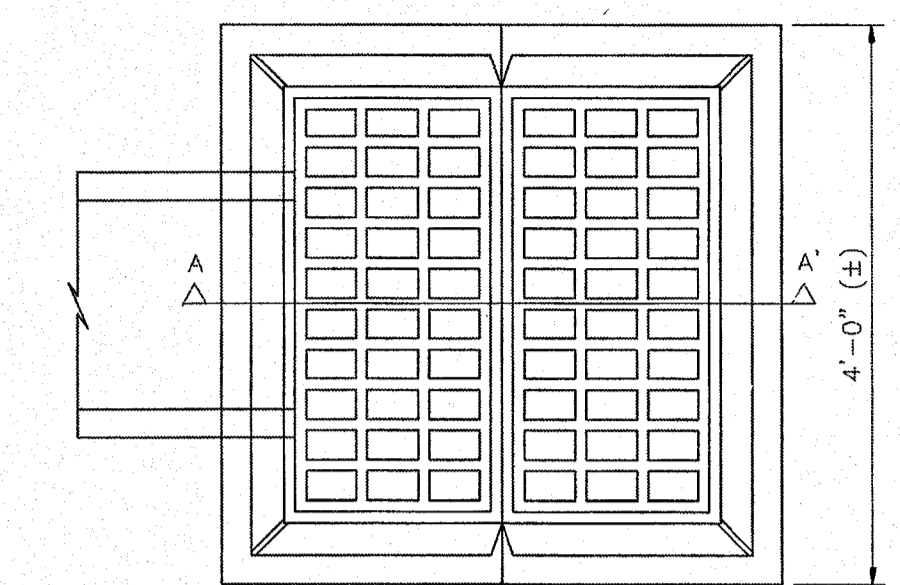
GENERAL NOTES:  
USE STD CAST IRON FRAME & PLATES.  
LEAD SHALL LEAVE INLET AT LOCATION AND GRADE REQUIRED.

NOTES:

1. DIMENSION VARIES BASED ON PIPE DIAMETER AND WALL THICKNESS.
2. CENTER REINFORCING IN SLAB AND WALLS.
3. CENTER STEEL BEAM ON INLET AND CAST INTO WALLS AS SHOWN.
4. ALL INVERT SHALL BE SMOOTH FINISH.



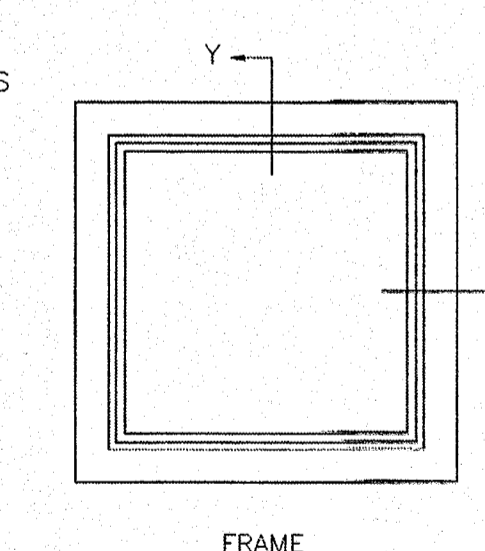
### 4 "A" INLET



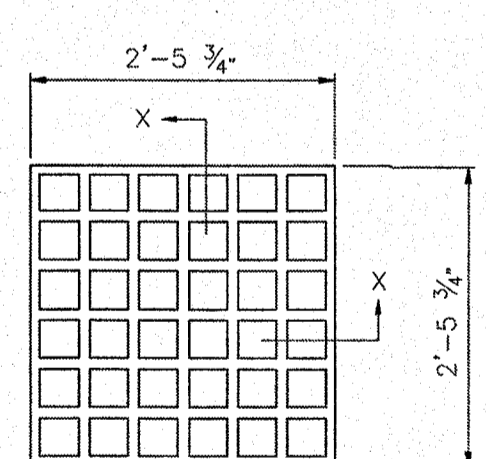
### 2 MAINTENANCE BERM INLET BOX

NOTES:

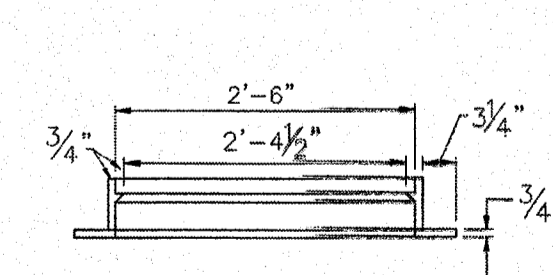
1. POURED-IN-PLACE OR PRE-CAST MANHOLES ONLY SHALL BE USED.
2. NO BRICKS OF ANY KIND WILL BE ALLOWED IN CONSTRUCTION OF MANHOLES OR INLETS.
3. ALL PVC PIPE SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D3212. ELASTOMERIC SEALS SHALL BE A SINGLE DOUBLE-SEALING GASKET SPANNING ONE FULL CORRUGATION WITH THE LEADING EDGE BEING LOWER THAN THE SECOND EDGE TO FACILITATE PROPER JOINING. THE GASKET MATERIAL SHALL CONFORM TO ASTM F477.
4. FOR ALL PRE-CAST AND POURED-IN-PLACE INLETS AND JUNCTION BOXES, CENTER DOUBLE-SEALING GASKET IN WALL AND GROUT COMPLETELY AROUND PVC PIPE. GROUT SHALL BE SMOOTH AND FLUSH WITH INNER AND OUTER WALL WHEN ENTERING AT AN ANGLE TO THE WALL OR THROUGH THE CORNER OF AN INLET OR JUNCTION BOX, THE GASKET MAY BE OMITTED.



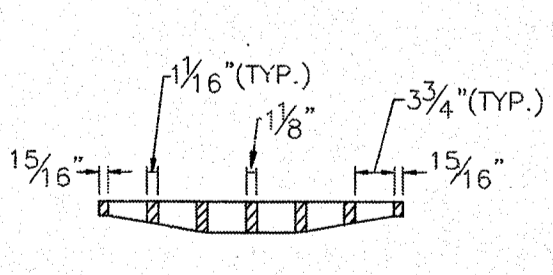
FRAME



GRATE



SECTION Y-Y



SECTION X-X

BENCHMARK(S)/FLOODPLAIN:

LEGEND

NOTES:

1. ONLY CAST-IN-PLACE OR PRE-CAST MANHOLES SHALL BE USED.
2. NO BRICKS OF ANY KIND WILL BE ALLOWED IN CONSTRUCTION OF MANHOLES OR INLETS.
3. MANHOLES AND INLETS SHOULD BE PLACED AT THE LOT LINE.
4. ALL DETENTION AND PERIMETER DRAINAGE SHALL BE COMPLETED BEFORE ANY INTERIOR CONSTRUCTION IS STARTED.
5. THE MINIMUM COMPRESSIVE STRENGTH OF CONCRETE SHALL BE MIN. 4000 PSI AT 28 DAYS.
6. FOR CAST IN PLACE STORM INLETS: FOUR FIELD TEST CYLINDERS SHALL BE TAKEN FROM EACH MIX DESIGN PLACED EACH DAY ACCORDING ASTM C172-04 STANDARD PRACTICE FOR SAMPLING FRESHLY MIXED CONCRETE.
7. THE CONTRACTOR SHALL INSTALL COIC STORM DRAIN LABEL ON ALL C INLETS. THE CONTRACTOR SHALL REQUEST AND OBTAIN LABEL FROM PUBLIC WORKS. SASHCO SEALANTS CLEAR/WHITE LEXEL ADHESIVE CAULK OR APPROVED EQUAL SHALL BE USED AS ADHESIVE FOR INSTALLATION.
8. ALL CAST IRON GRATE FRAMES SHALL BE EAST JORDAN IRON WORK OR APPROVED EQUAL.

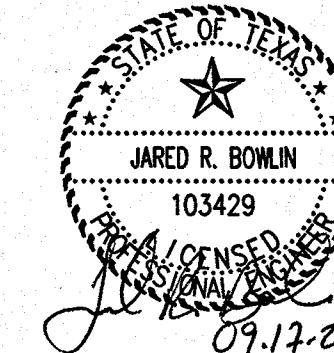
NOTICE:  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED.  
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VERIFICATION OF PRIVATE UTILITY LINES

Date: \_\_\_\_\_  
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**EHRA** 10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-725 | TBPLS No. 1009200  
ENGINEERING THE FUTURE  
SINCE 1936

|                   |                  |                              |
|-------------------|------------------|------------------------------|
| SURV. <b>EHRA</b> | DATE <b>5/19</b> | JOB NO. <b>081-011-68</b>    |
| DSGN. <b>EHRA</b> | DATE <b>5/19</b> | FILE: 24 Storm Sewer Details |
| DWN. <b>EHRA</b>  | DATE <b>5/19</b> | PLOT SCALE: 1:1              |
| CHKD. _____       | DATE _____       | DWG. NO. _____               |
| APPR. _____       | DATE _____       | <b>P-3988</b>                |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

**STORM SEWER DETAILS**  
**(SHEET 2 OF 5)**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

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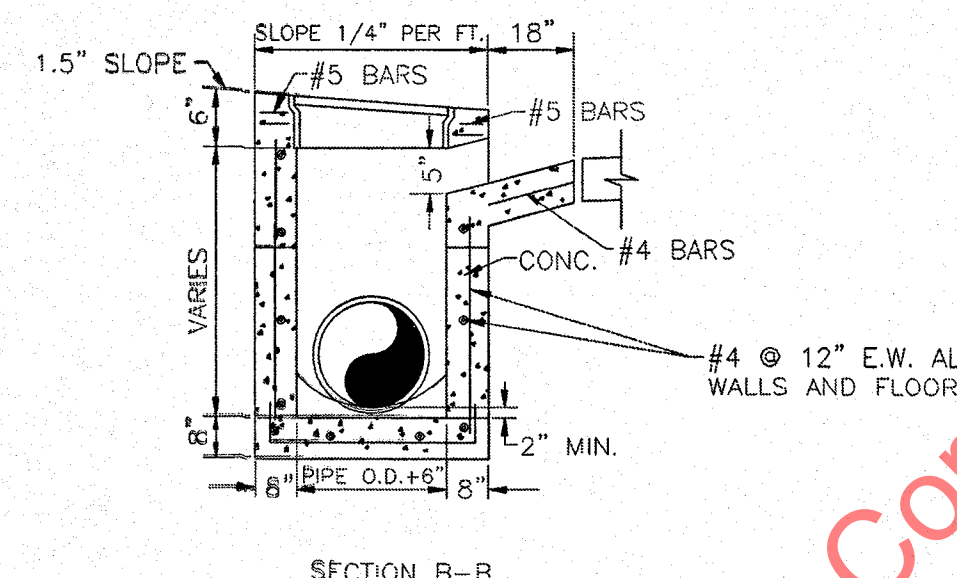
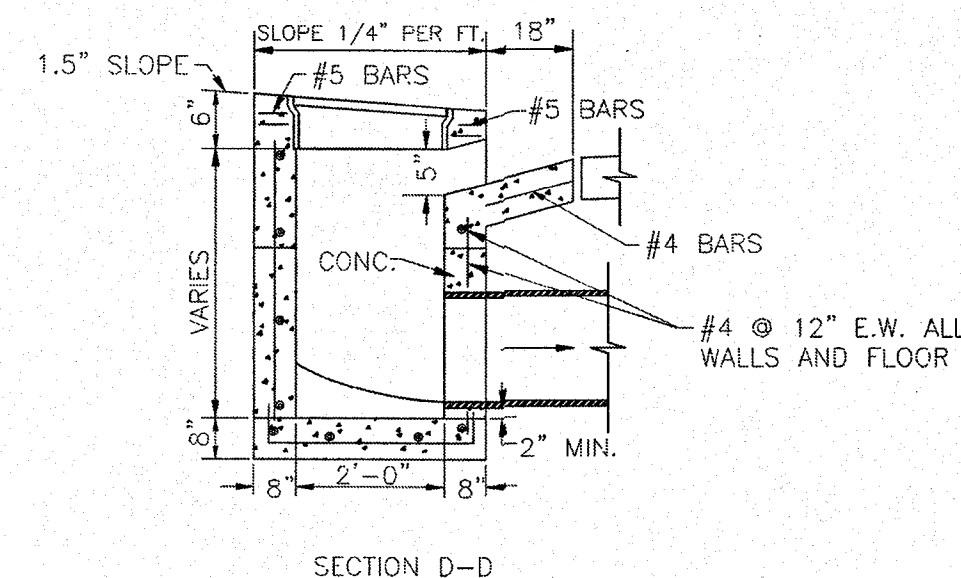
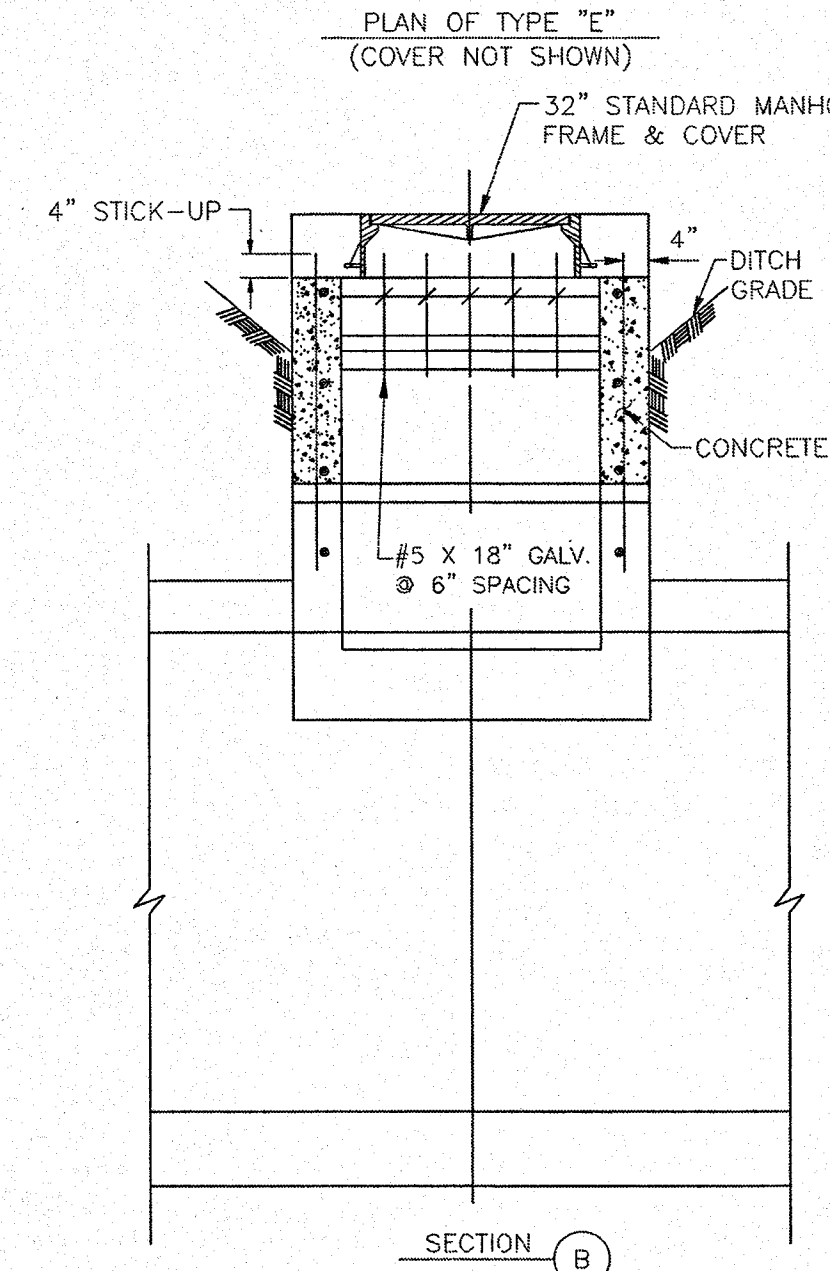
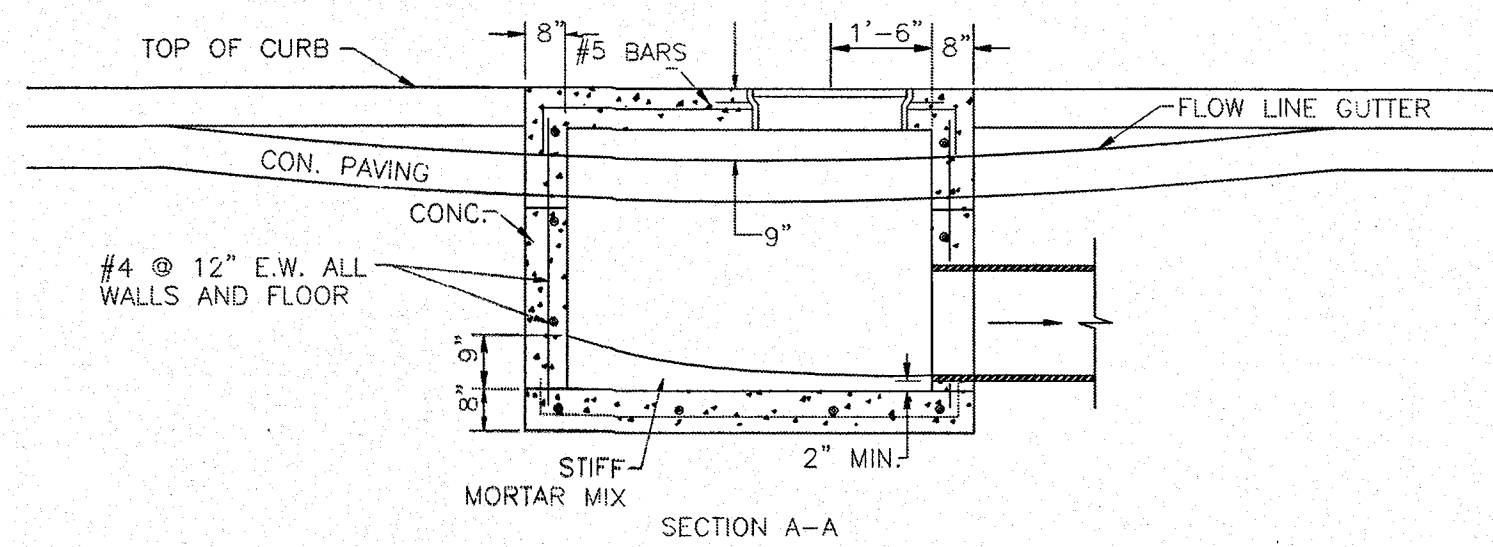
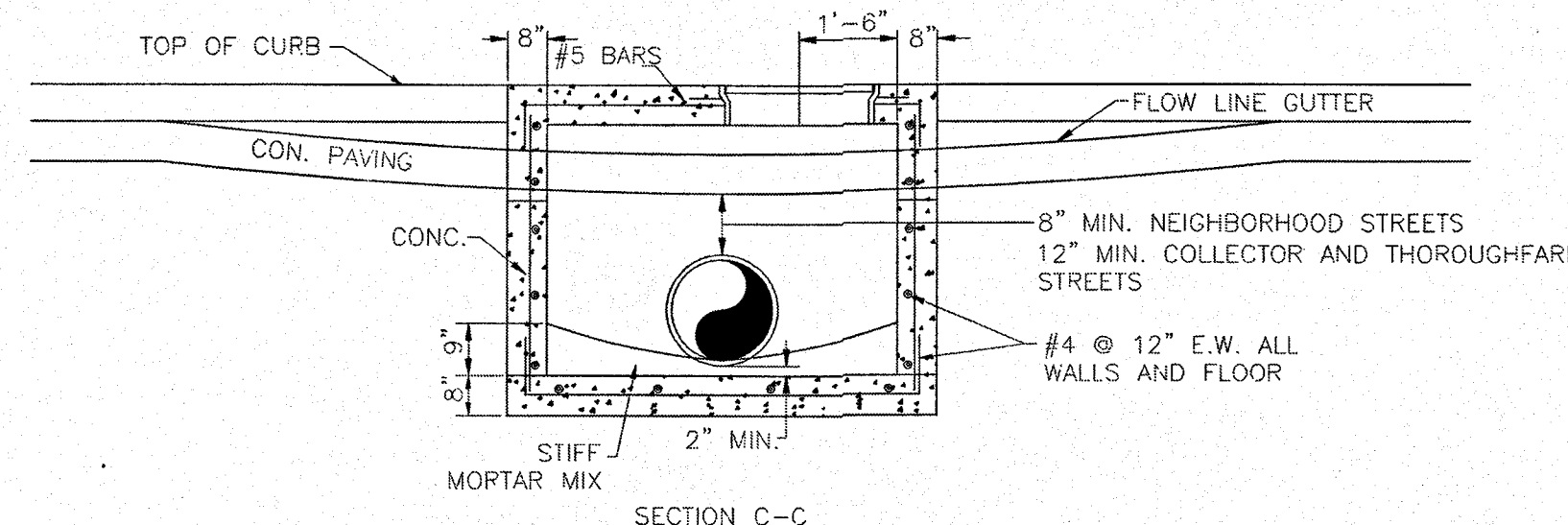
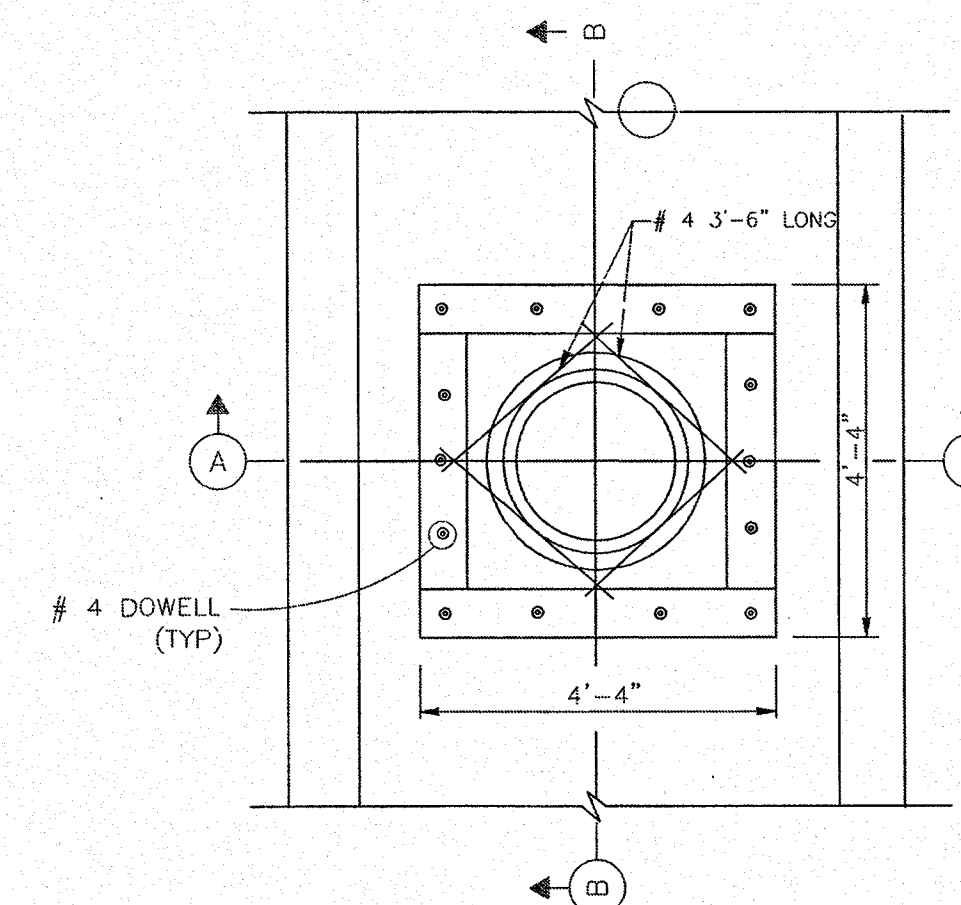
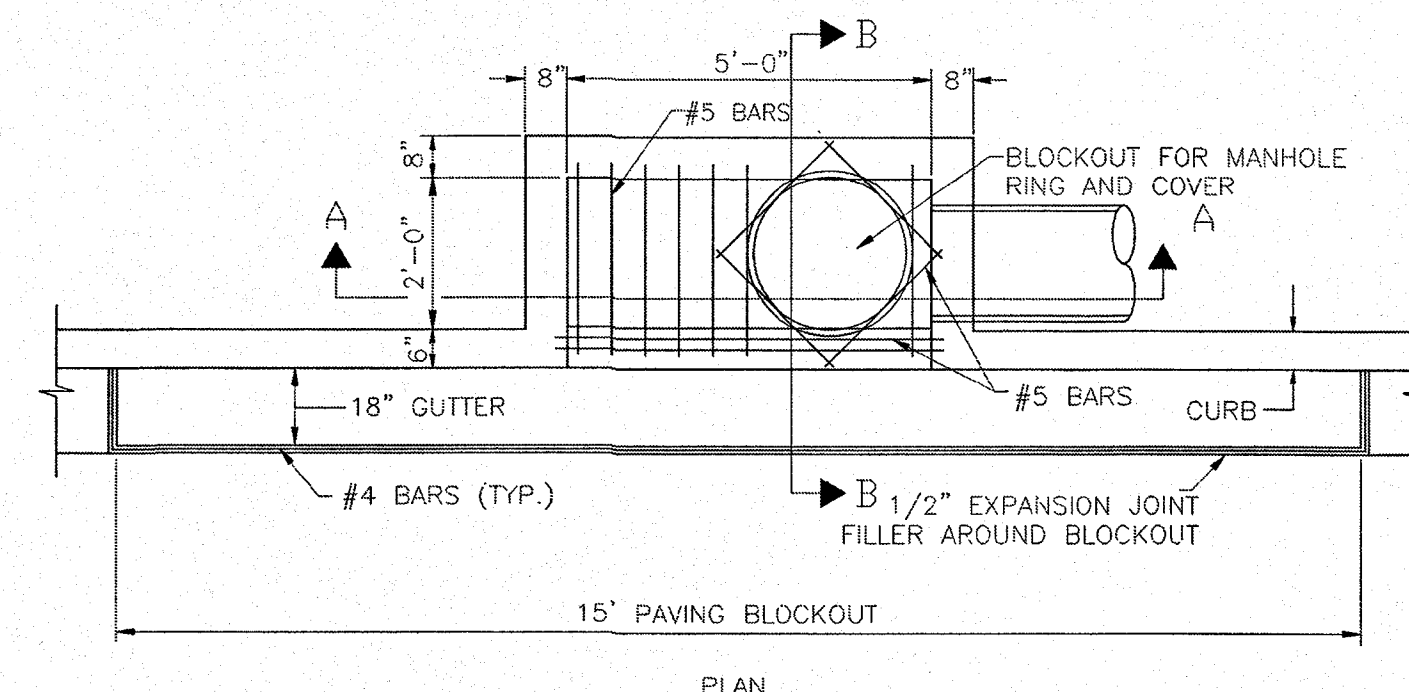
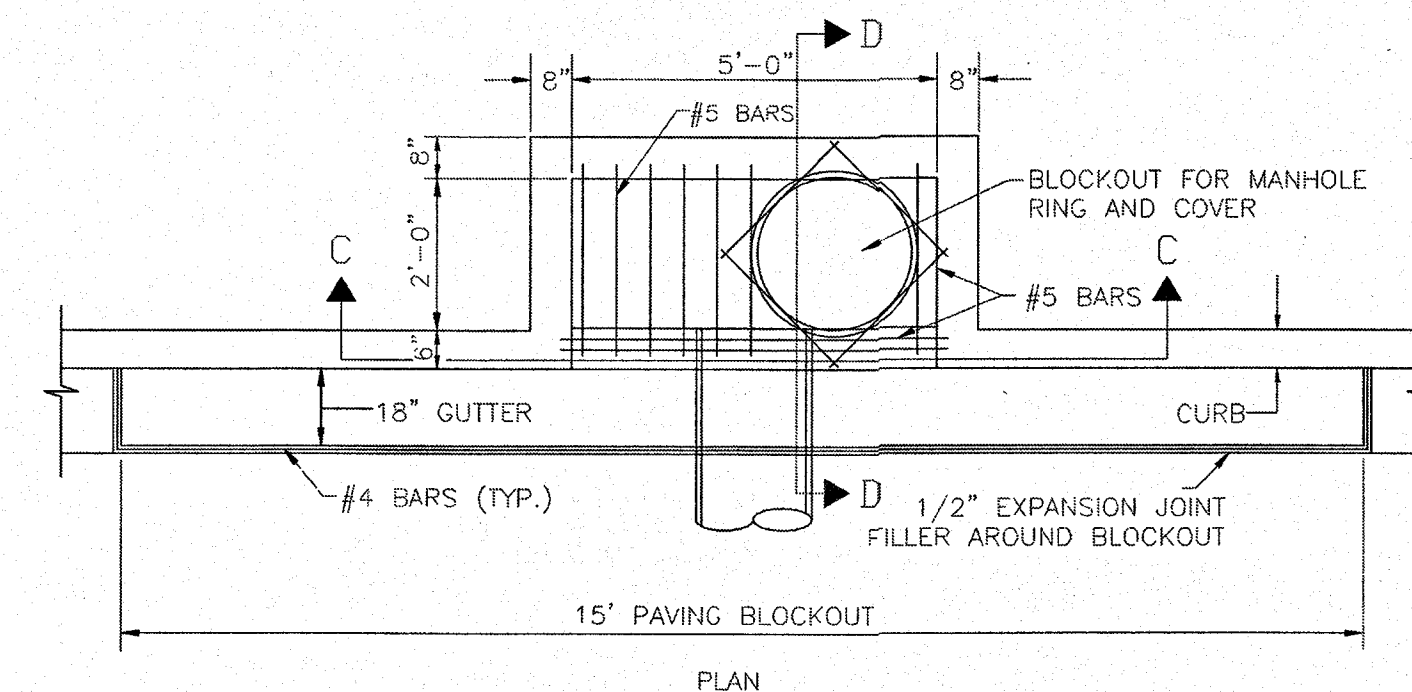
*[Signature]*  
DINH HO, P.E., CITY ENGINEER

12182020  
DATE

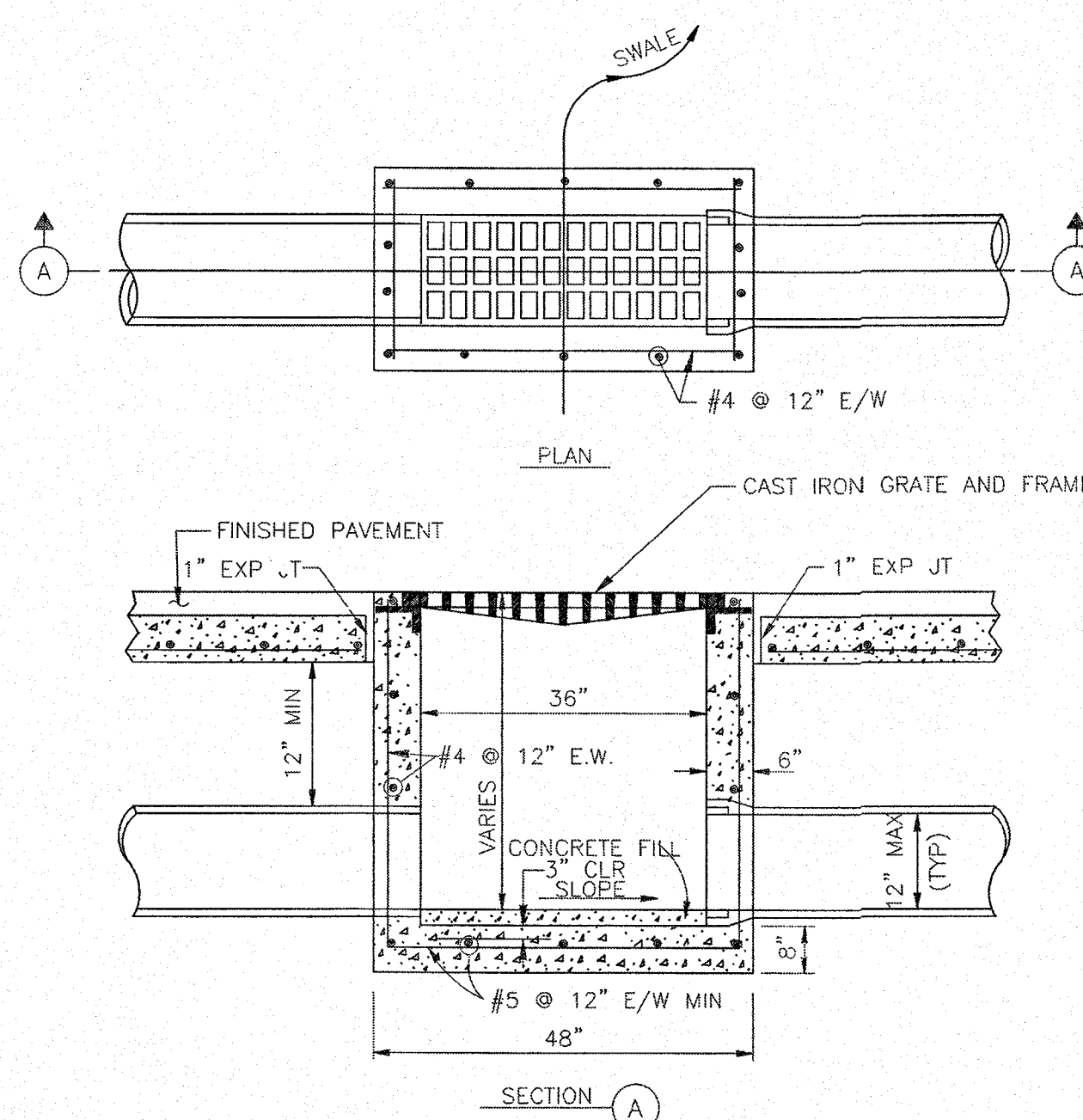


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

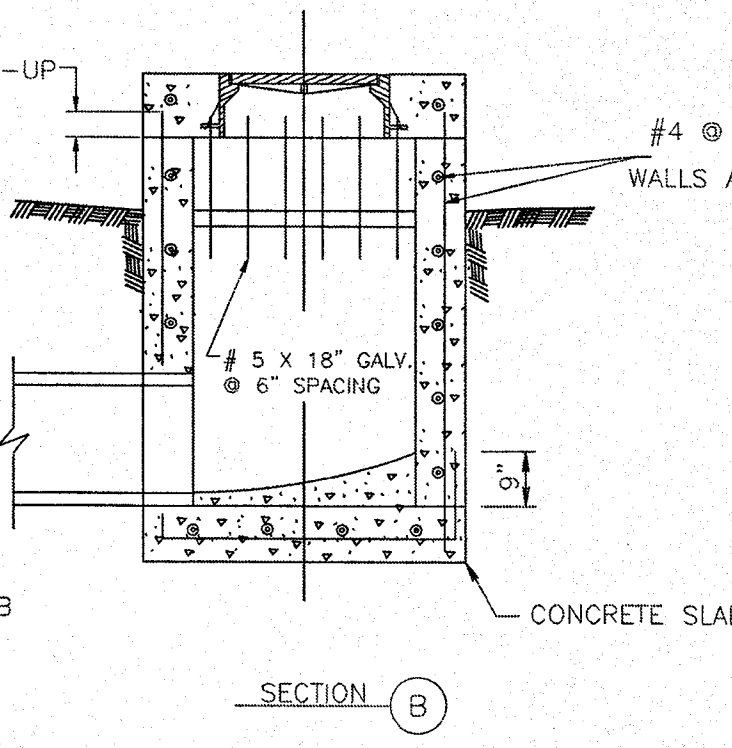
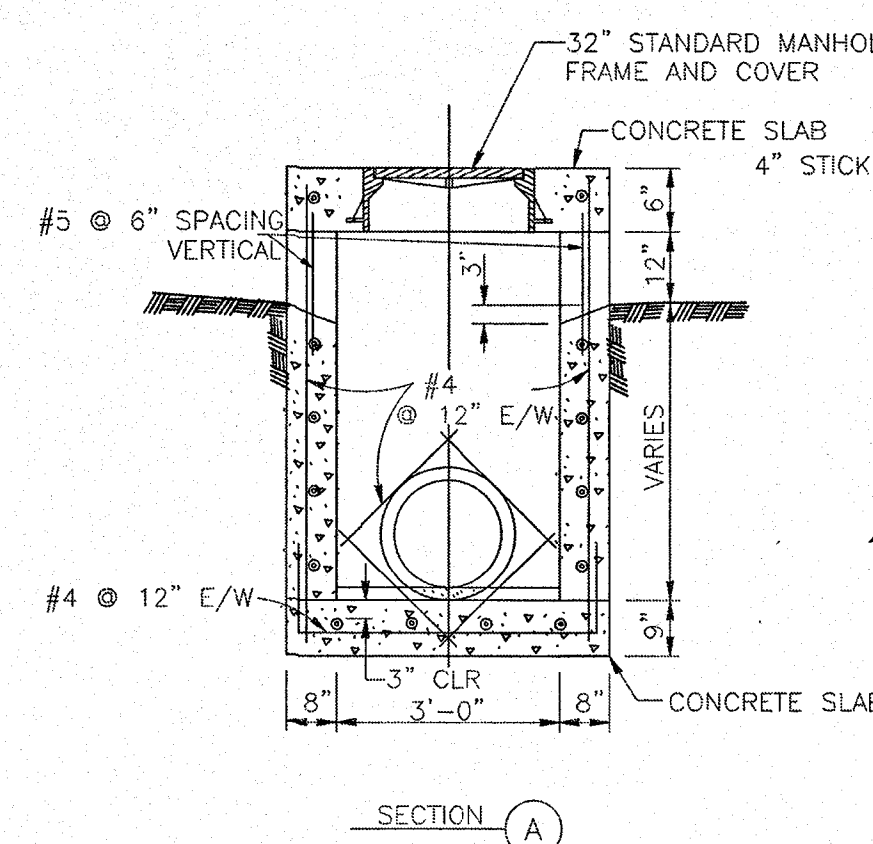
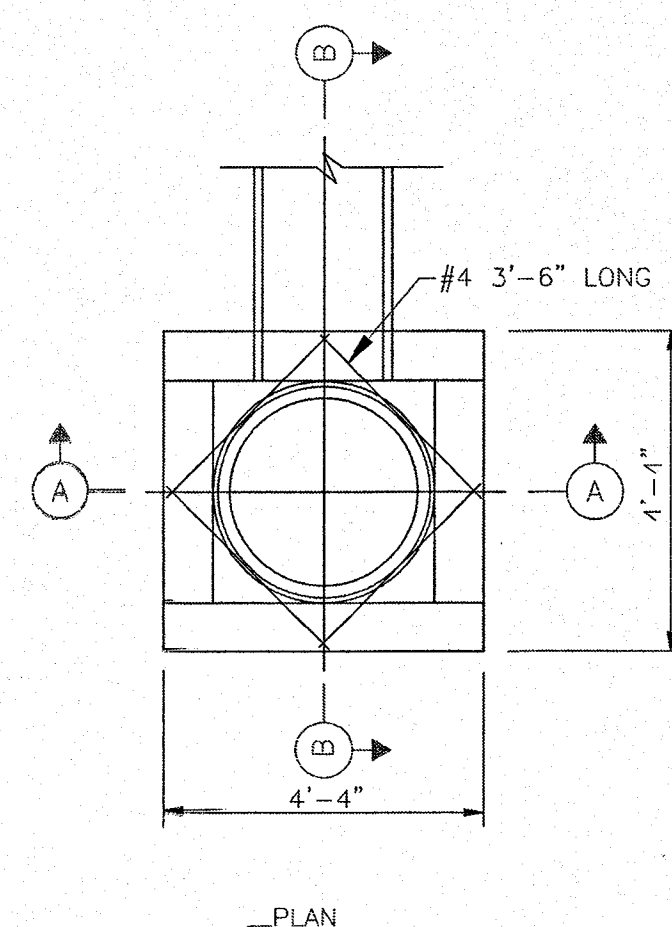
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| SCALE:<br>HORIZ.<br>VERT. | SHEET <b>24</b> OF <b>30</b> |
|---------------------------|------------------------------|



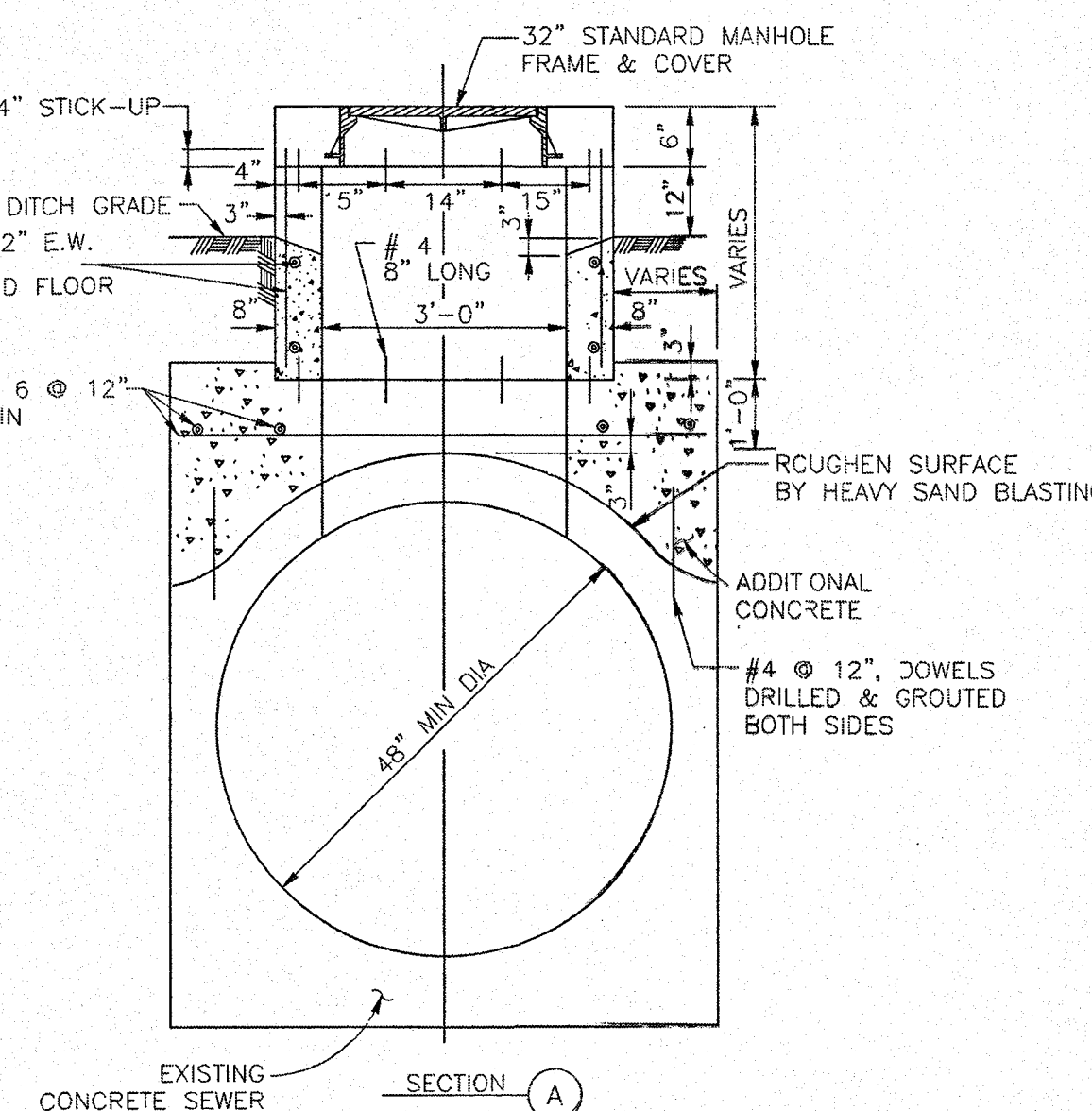
1 "C" INLET



2 "D" INLET

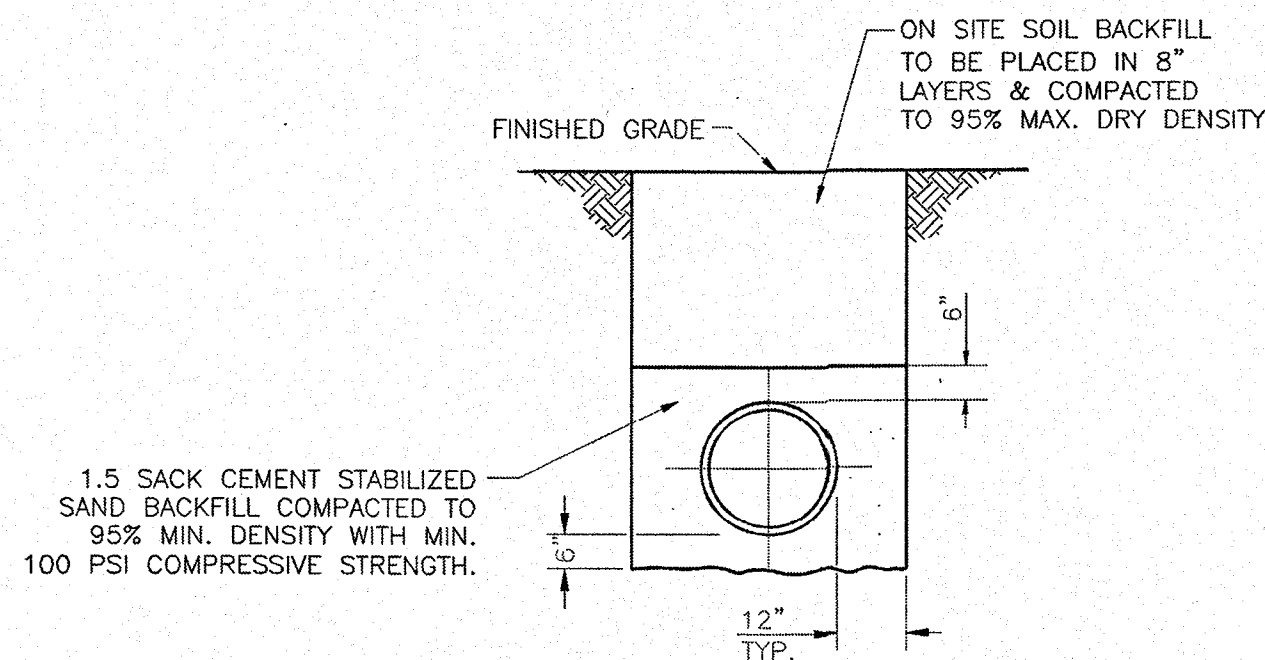


3 "E" INLET

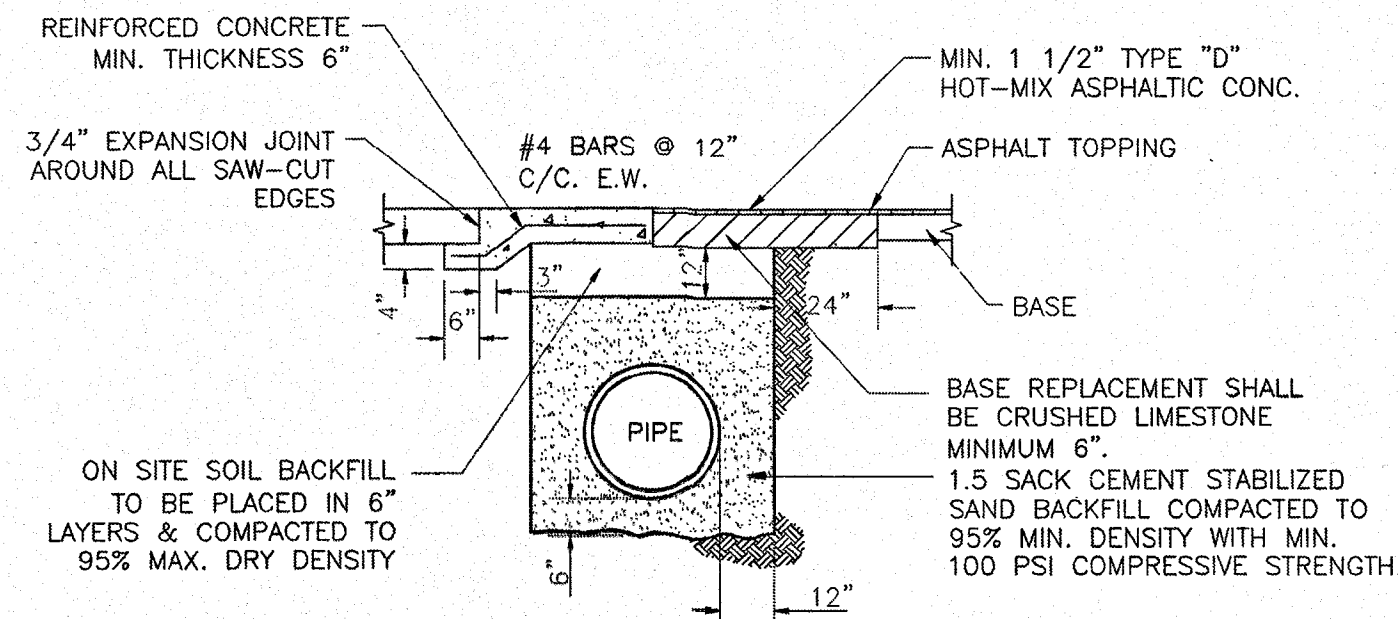


4 "E" INLET

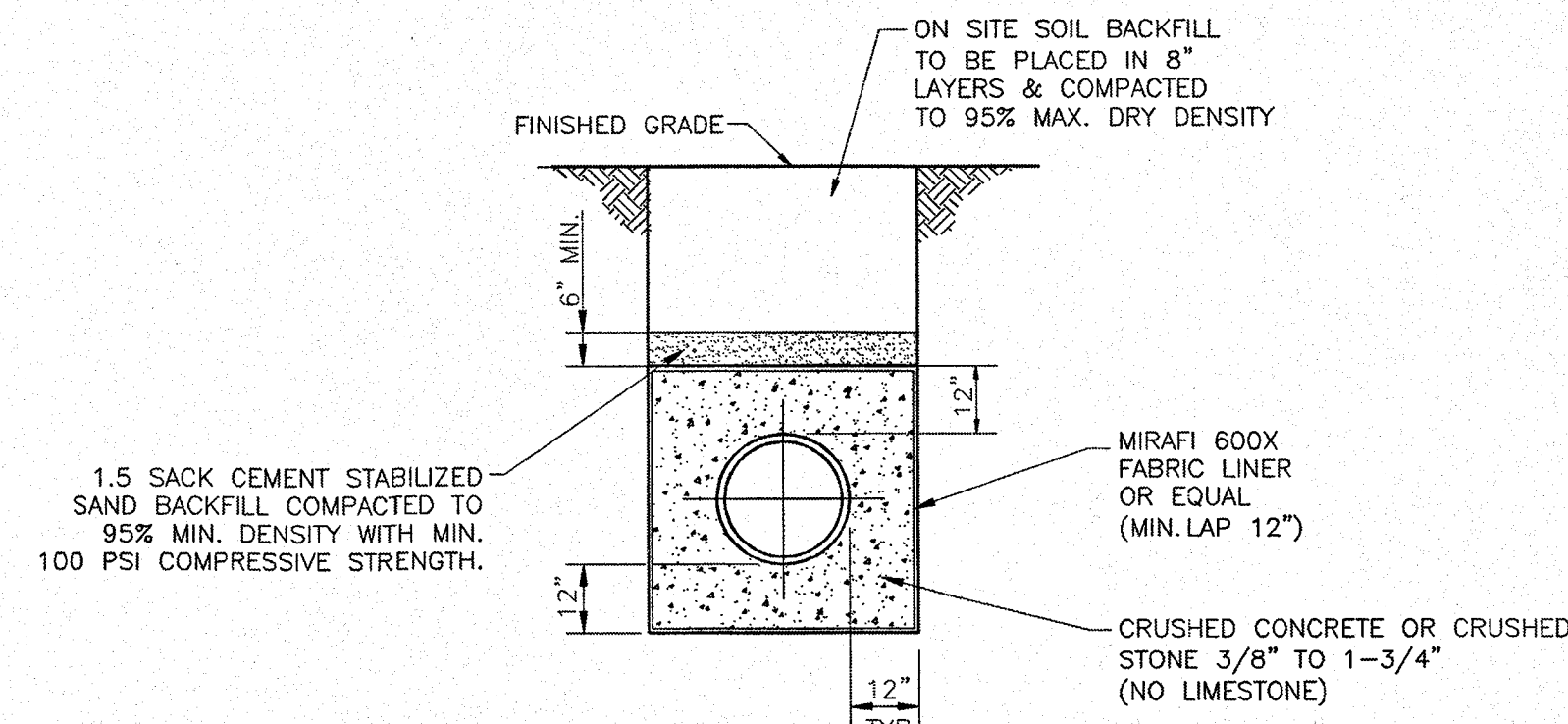
P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\25 Storm Sewer Details (Sheet 3 of 5).dwg Sep 17, 2020-11:13am Edited by: epesquera



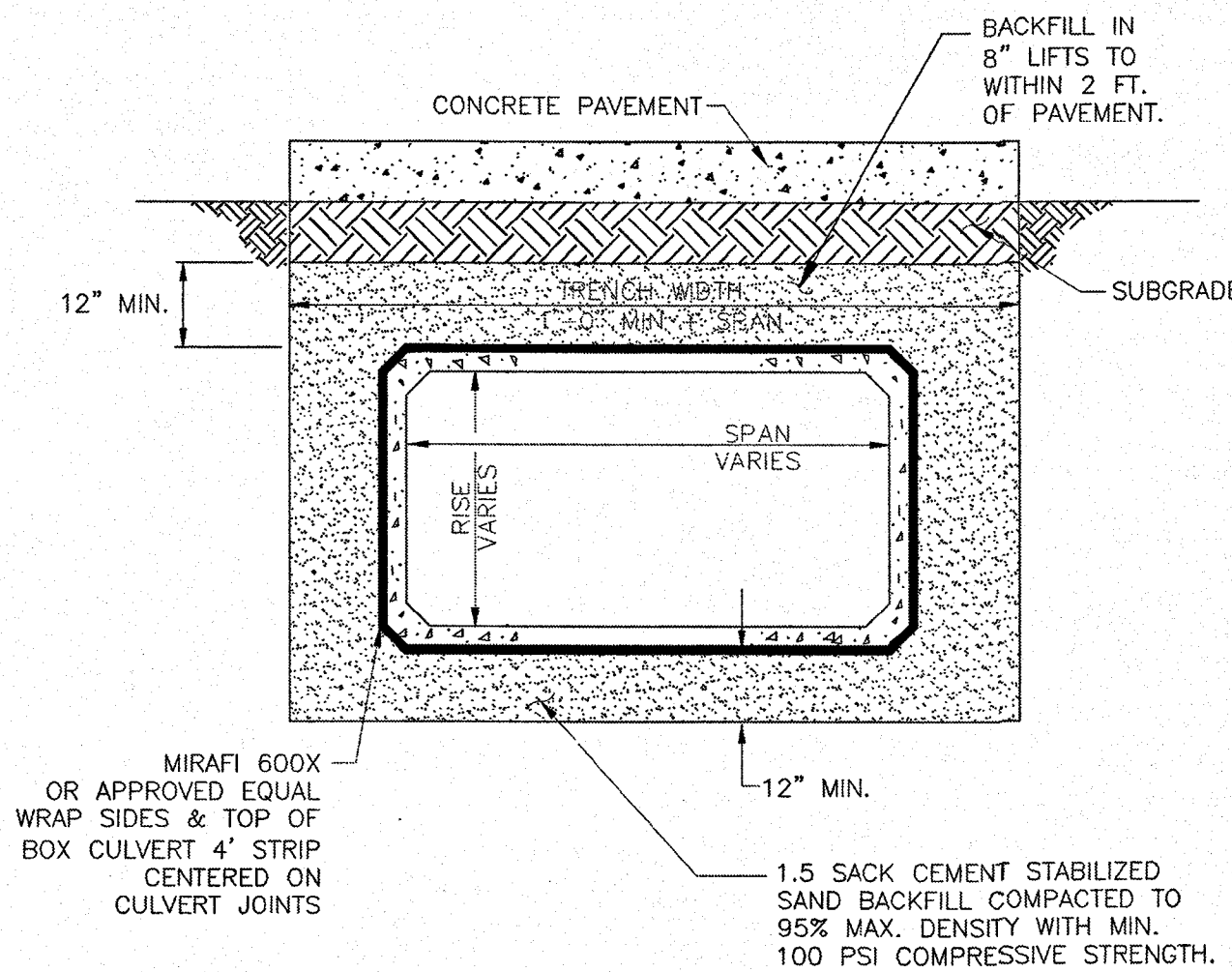
1 PIPE BEDDING DETAIL  
CONCRETE PIPE (TONGUE AND GROOVE)



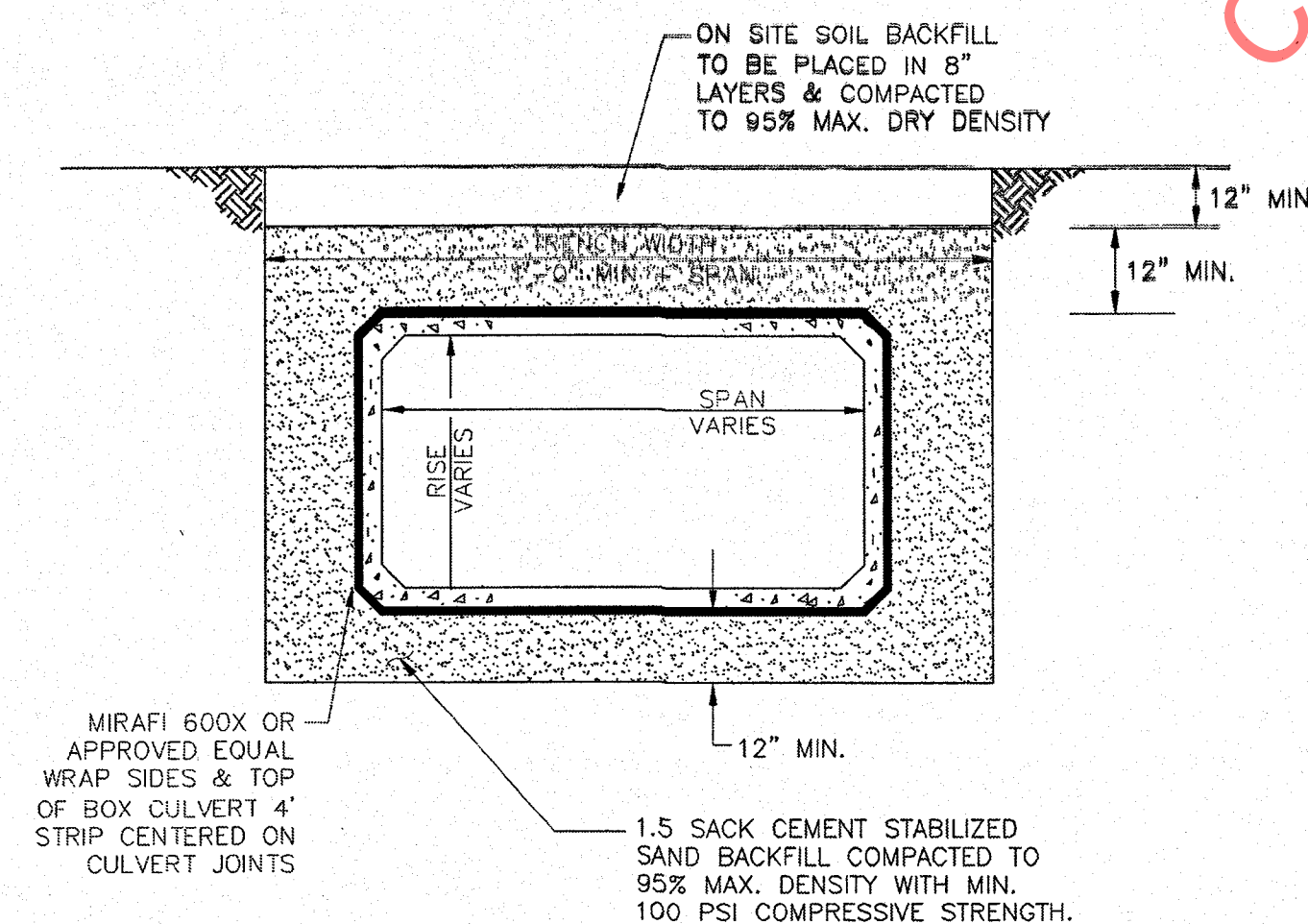
2 PIPE BEDDING DETAIL  
CONCRETE PIPE (TONGUE AND GROOVE)  
BELL AND SPIGOT UNDER PAVEMENT



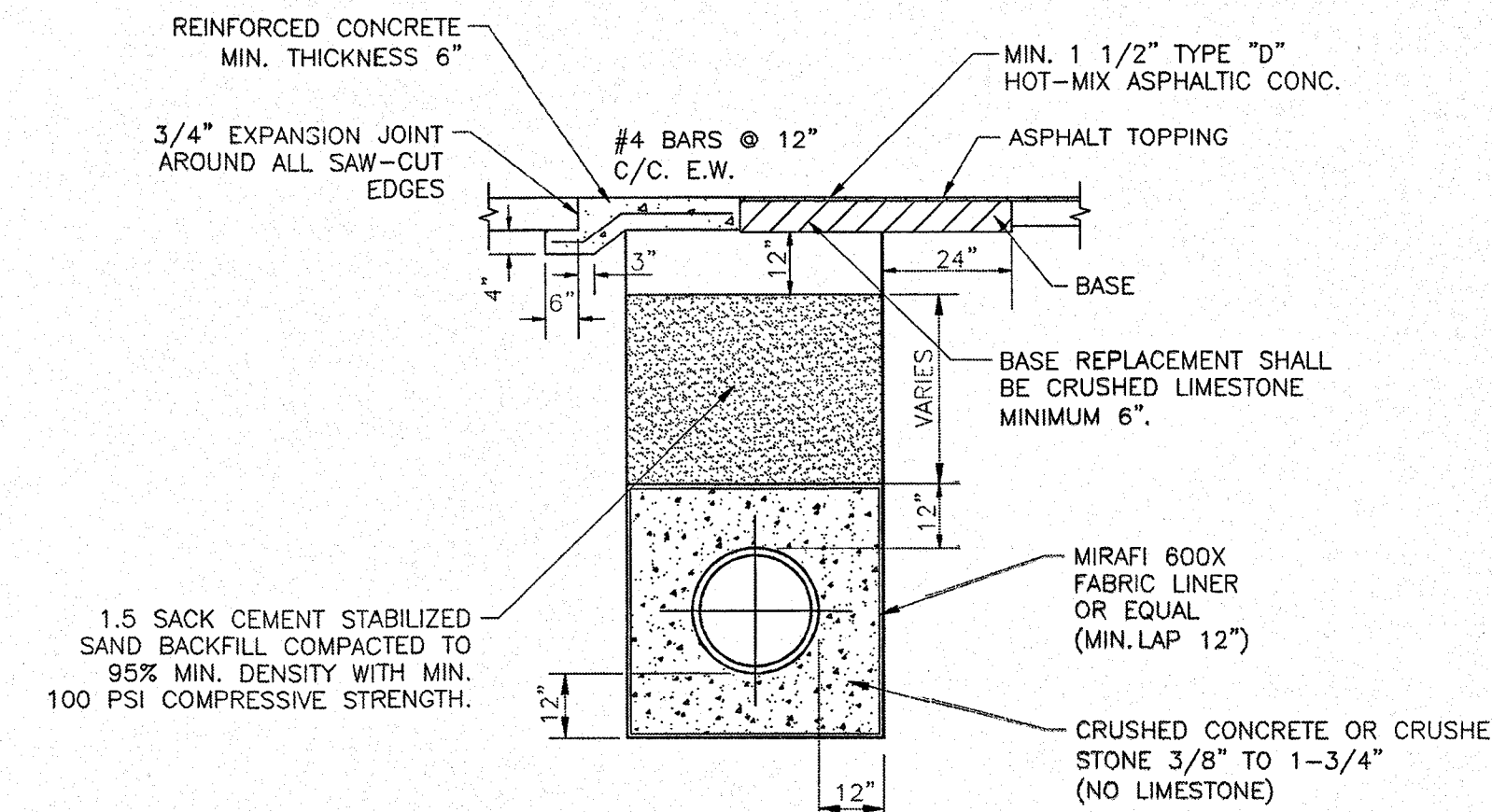
3 BEDDING AND BACKFILL FOR WET SAND



4 BEDDING AND BACKFILL  
FOR REINFORCED CONCRETE BOX CULVERTS  
UNDER PAVEMENT



5 BEDDING AND BACKFILL  
FOR REINFORCED CONCRETE BOX CULVERTS  
UNDER PAVEMENT



6 BEDDING AND BACKFILL FOR WET SAND  
UNDER PAVEMENT

NOTES:

1. POURED-IN-PLACE OR PRE-CAST MANHOLES ONLY SHALL BE USED.
2. NO BRICKS OF ANY KIND WILL BE ALLOWED IN CONSTRUCTION OF MANHOLES OR INLETS.
3. FOR ALL PRE-CAST AND POURED-IN-PLACE INLETS AND JUNCTION BOXES, CENTER DOUBLE-SEALING GASKET IN WALL AND GROUT COMPLETELY AROUND PVC PIPE. GROUT SHALL BE SMOOTH AND FLUSH WITH INNER AND OUTER WALL WHEN ENTERING AT AN ANGLE TO THE WALL OR THROUGH THE CORNER OF AN INLET OR JUNCTION BOX, THE GASKET MAY BE OMITTED.
4. ALL CEMENT STABILIZED SAND BACKFILL SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 100 PSI.

NOTES:

1. NECESSITY FOR USE OF THIS SECTION TO BE DETERMINED BY THE ENGINEER AS CONSTRUCTION PROGRESSES AND MAY BE MODIFIED BY HIM TO SUIT CONDITIONS ENCOUNTERED.
2. WELL POINTS TO BE INSTALLED AND TRENCH KEPT DRY DURING CONSTRUCTION UNTIL BACKFILL IS COMPLETELY PLACED AND ENOUGH TIME AS APPROVED BY ENGINEER HAS ELAPSED.

BENCHMARK(S)/FLOODPLAIN:

LEGEND

| APP. | REVISION | DATE |
|------|----------|------|
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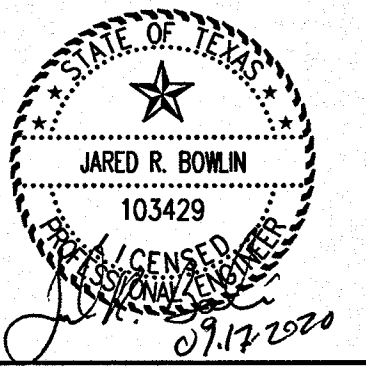
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VERIFICATION OF PRIVATE UTILITY LINES

Date: \_\_\_\_\_  
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SIGNATURE VALID FOR SIX MONTHS

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Houston, Texas 77042  
EHRAInc.com | 713.784.4500  
TYPE No. F-726 | TBPLS No. 10092300  
ENGINEERING THE FUTURE SINCE 1936

|                   |                  |                              |
|-------------------|------------------|------------------------------|
| SURV. <b>EHRA</b> | DATE <b>5/19</b> | JOB NO. <b>081-011-68</b>    |
| DSGN. <b>EHRA</b> | DATE <b>5/19</b> | FILE: 25 Storm Sewer Details |
| DWN. <b>EHRA</b>  | DATE <b>5/19</b> | PLOT SCALE: 1:1              |
| CHKD. _____       | DATE _____       | DWG. NO. _____               |
| APPR. _____       | DATE _____       | <b>P-3988</b>                |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

STORM SEWER DETAILS  
(SHEET 3 OF 5)

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

DINH HO, P.E., CITY ENGINEER  
DATE 12/18/2020



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

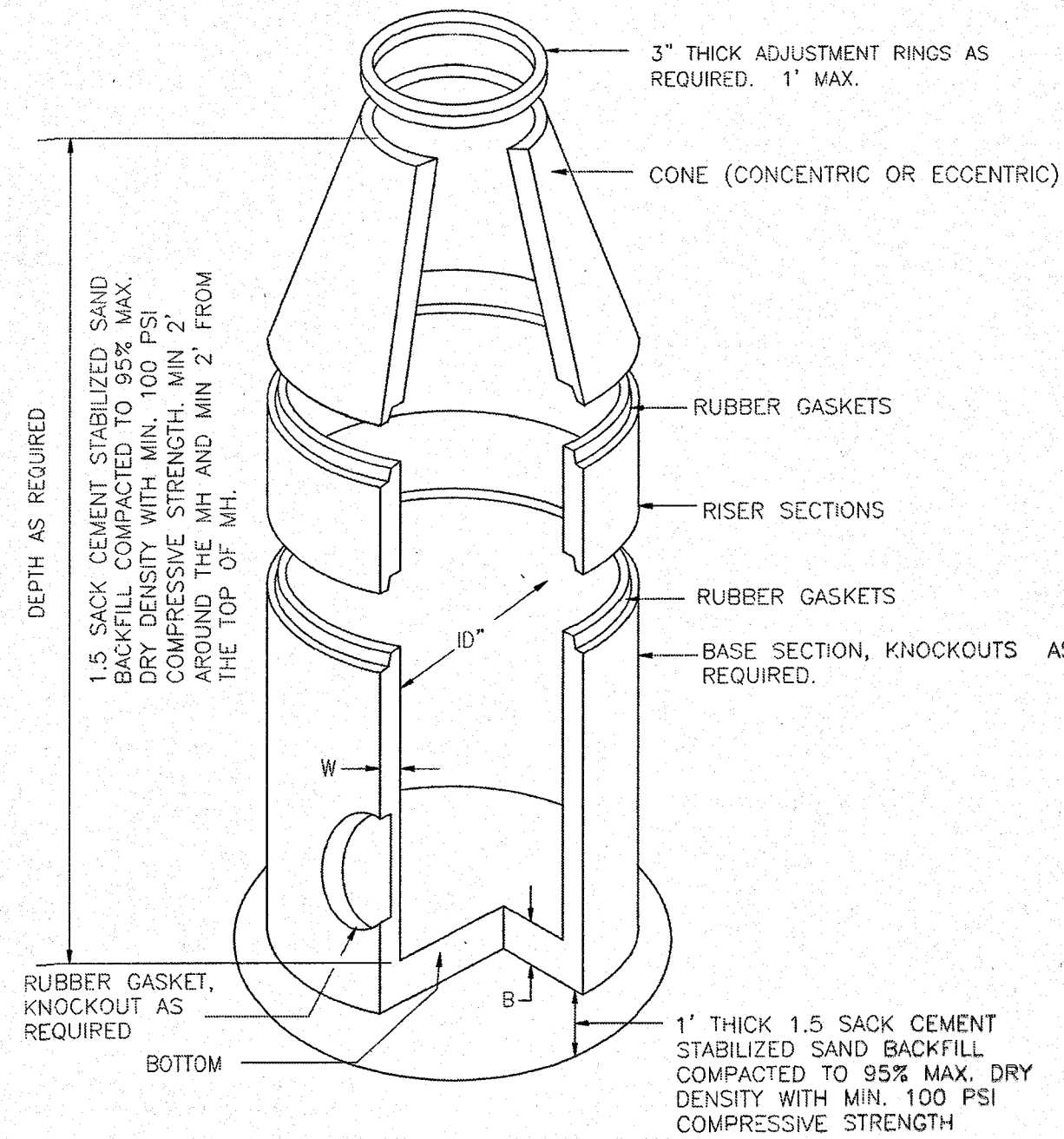
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HORIZ. \_\_\_\_\_  
VERT. \_\_\_\_\_  
SHEET 25 OF 30

P:\081-011-68\Drawings\Utility and Paving to Serve Pod 68\26 Storm Sewer Details (Sheet 4 of 5).dwg Sep 17, 2020-11:13am Edited by: epesquera

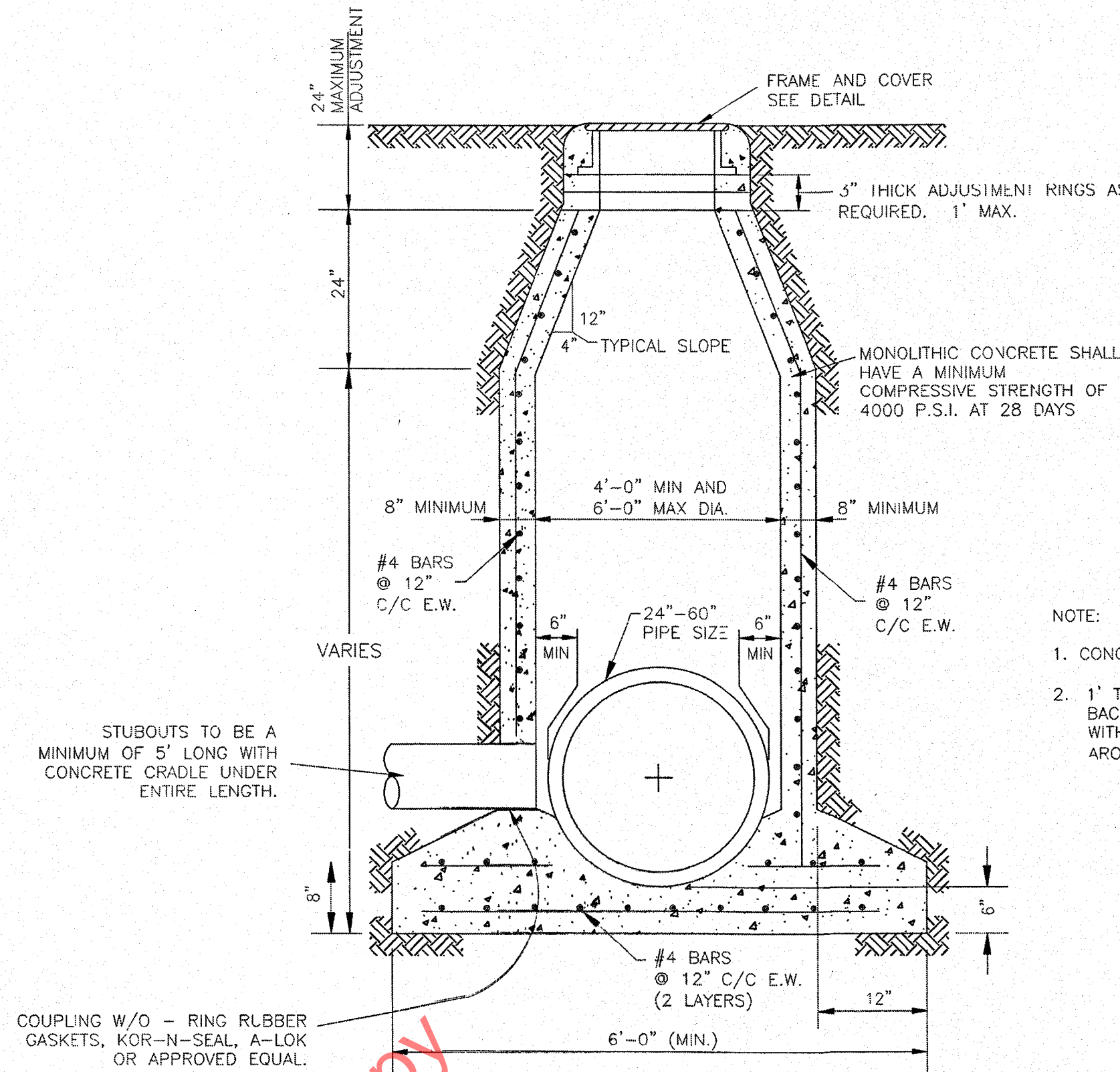
| DIMENSIONS AND WEIGHTS |           |           |                     |  |
|------------------------|-----------|-----------|---------------------|--|
| ID SIZE<br>(in)        | W<br>(in) | B<br>(in) | RISER<br>WT/LF (lb) |  |
| 48                     | 5         | 6         | 868                 |  |
| 60                     | 6         | 8         | 1300                |  |
| 72                     | 7         | 8         | 1811                |  |
| 96                     | 9         | 8         | 3090                |  |

NOTE:

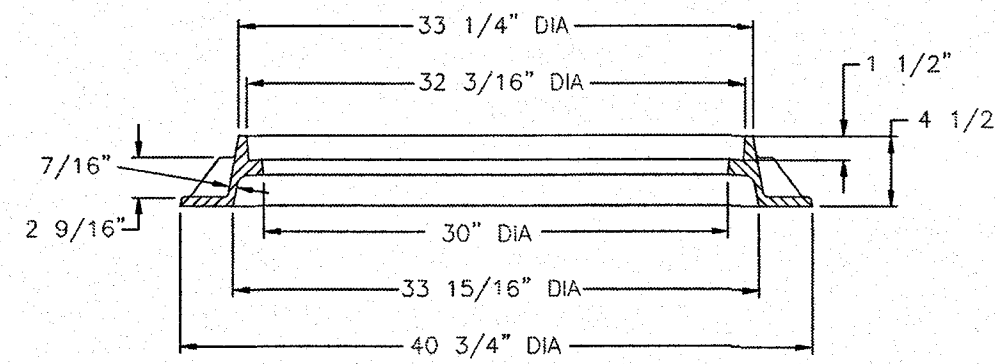
1. CLASS 1 CONCRETE WITH A DESIGN STRENGTH OF 4000 PSI AT 28 DAYS. RATES FOR H-20 LOADING.
2. PRECAST CONCRETE MANHOLE CONFORMING TO ASTM C478. STRUCTURAL REINFORCEMENT CONFORMING TO ASTM 615A.
3. LIFTING INSERTS AS REQUIRED.
4. ALL JOINTS SHALL BE SEALED WITH APPROVED GASKET.
5. LARGER INSIDE DIAMETER MANHOLES SHALL BE REQUIRED IF LESS THAN 1" OF WALL SURFACE IS LEFT BETWEEN OPENINGS OR AS SPECIFIED BY ENGINEER.
6. ALL MANHOLES IN OPEN DITCH AND ABOVE FINISHED GRADE SHALL HAVE HINGED FRAME AND COVER.
7. ALL MANHOLES IN PAVED AREAS SHALL HAVE BLOCK OUT (SEE DRIVEWAY DETAIL SHEET).



1 TYPE "C" PRECAST STORM SEWER MANHOLE



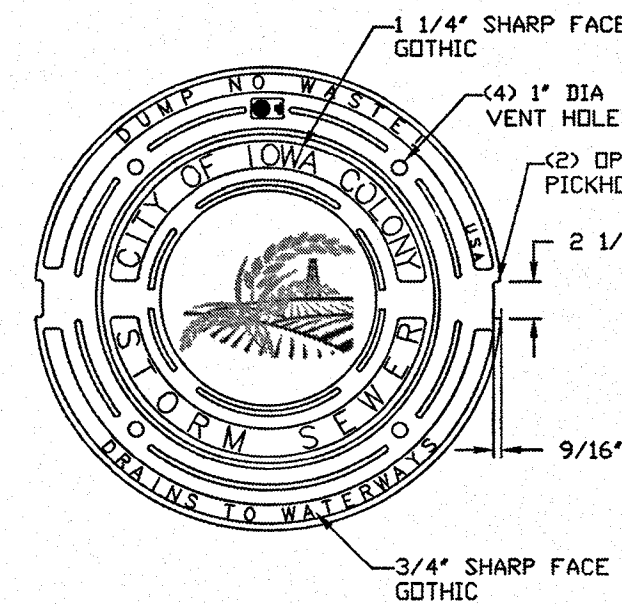
2 TYPE "C" CAST-IN-PLACE STORM SEWER MANHOLE



NOTE:

1. MANHOLE FRAME AND COVER TO BE EAST JORDAN IRON WORKS PATTERN, OR OTHER APPROVED EQUAL WHERE SEWER IS LOCATED IN EASEMENTS, CONTRACTOR MAY USE LIGHTWEIGHT F AND C, APPROVED BY THE ENGINEER.
2. STAINLESS STEEL INFLOW PREVENTERS MADE BY Kolo, INC., OR APPROVED EQUAL, SHALL BE USED ON ALL SANITARY SEWER MANHOLES.
3. ALL MANHOLES IN OPEN DITCH AND ABOVE FINISHED GRADE SHALL HAVE HINGED FRAME AND COVER.

3 MANHOLE COVER AND FRAME



| STORM SEWER SIZE | MANHOLE DIAMETER |
|------------------|------------------|
| 48" OR LARGER    | 6'-0"            |
| 48" TO 42"       | 5'-0"            |
| 30" OR LESS      | 4'-0"            |

NOTE:

1. ONLY CAST-IN-PLACE OR PRE-CAST MANHOLES SHALL BE USED.
2. NO BRICKS OF ANY KIND WILL BE ALLOWED IN CONSTRUCTION OF MANHOLES OR INLETS.
3. FOR ALL PRE-CAST AND POURED-IN-PLACE INLETS AND JUNCTION BOXES, CENTER DOUBLE-SEALING GASKET IN WALL AND GROUT COMPLETELY AROUND DUAL WALL PVC PIPE. GROUT SHALL BE SMOOTH AND FLUSH WITH INNER AND OUTER WALL WHEN ENTERING AT AN ANGLE TO THE WALL OR THROUGH THE CORNER OF AN INLET OR JUNCTION BOX, THE GASKET MAY BE OMITTED.
4. ALL CEMENT STABILIZED SAND BACKFILL SHALL CONFORM TO SPECIFICATION CEMENT STABILIZED SAND - SECTION 02252.

NOTE:

1. CONCRETE SHALL BE A MONOLITHIC POUR.
2. 1" THICK 1.5 SACK CEMENT STABILIZED SAND BACKFILL COMPACTED TO 95% MAX. DRY DENSITY WITH MIN. 100 PSI COMPRESSIVE STRENGTH AROUND MANHOLE COMPACTED IN 8" LIFTS.

BENCHMARK(S)/FLOODPLAIN:

LEGEND

| APP. | REVISION | DATE |
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|      |          |      |

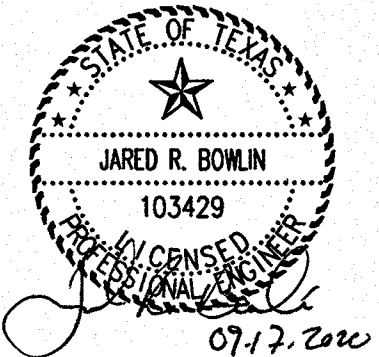
NOTICE:  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINE CAN BE MARKED.  
THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

VERIFICATION OF PRIVATE UTILITY LINES

Date:  
CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.  
SIGNATURE VALID FOR SIX MONTHS

Date:  
CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION.)  
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SIGNATURE VALID FOR ONE YEAR.



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TBPE No. F-726 | TBPLS No. 10092300  
ENGINEERING THE FUTURE  
SINCE 1936

|            |           |                              |
|------------|-----------|------------------------------|
| SURV. EHRA | DATE 5/19 | JOB NO. 081-011-68           |
| DSGN. EHRA | DATE 5/19 | FILE: 26 Storm Sewer Details |
| OWN. EHRA  | DATE 5/19 | PLOT SCALE: 1:1              |
| CHKD.      | DATE      | DWG. NO.                     |
| APPR.      | DATE      | P-3988                       |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

STORM SEWER DETAILS  
(SHEET 4 OF 5)

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

DINH HO, P.E., CITY ENGINEER  
DATE 12182020

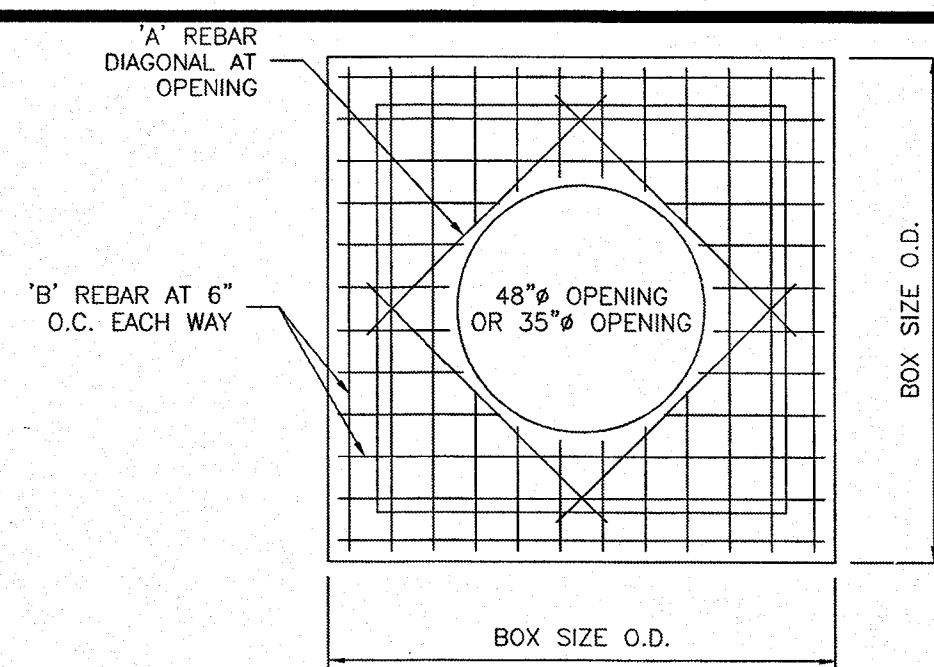


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

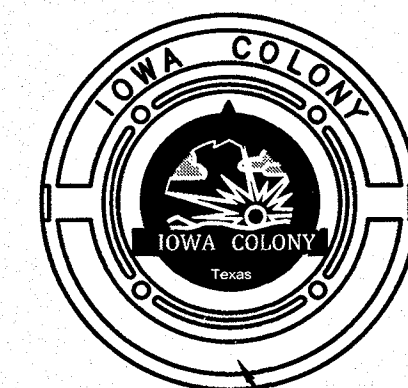
|        |  |
|--------|--|
| SCALE: |  |
| HORIZ. |  |
| VERT.  |  |

| BOX SIZE I.D. | MAX. OPENING SIZE | FLAT SLAB THK. | WALL THK. | BASE THK. | BAR 'A' | BAR 'B' | BAR 'C' | *BAR 'D' |
|---------------|-------------------|----------------|-----------|-----------|---------|---------|---------|----------|
| 4'x4'         | 48"               | 8"             | 6"        | 6"        | #4      | #4      | #4      | #4       |
| 5'x5'         | 60"               | 10"            | 6"        | 8"        | #5      | #5      | #4      | #4       |
| 6'x6'         | 72"               | 10"            | 8"        | 8"        | #5      | #5      | #5      | #5       |
| 7'x7'         | 84"               | 10"            | 8"        | 8"        | #5      | #5      | #5      | #5       |
| 8'x8'         | 96"               | 10"            | 8"        | 8"        | #5      | #5      | #5      | #5       |

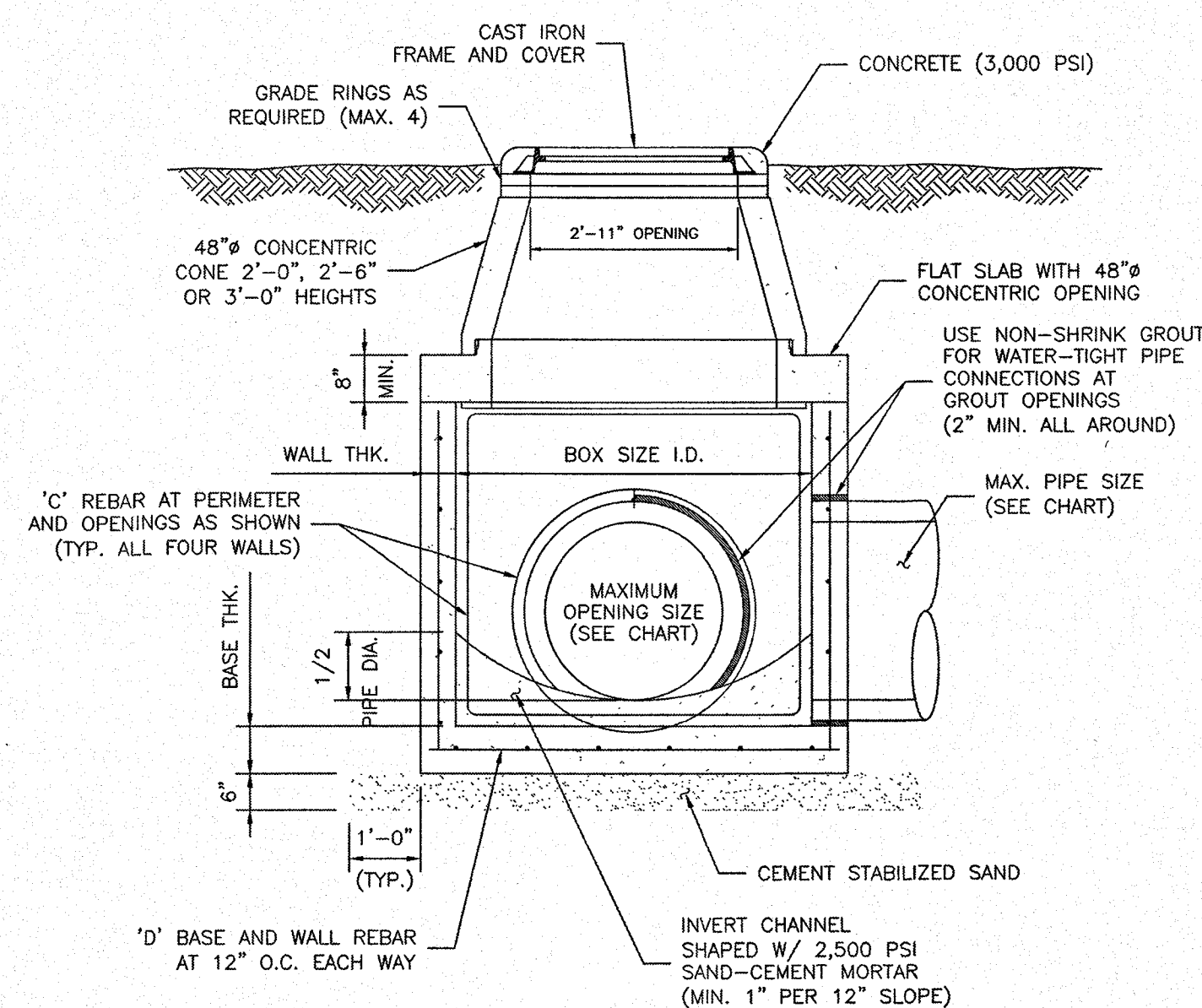
\* FOR 7'x7' AND 8'x8' BOX SIZE: TWO LAYERS OF STEEL REQUIRED.  
(FOR DEPTHS GREATER THAN 15')



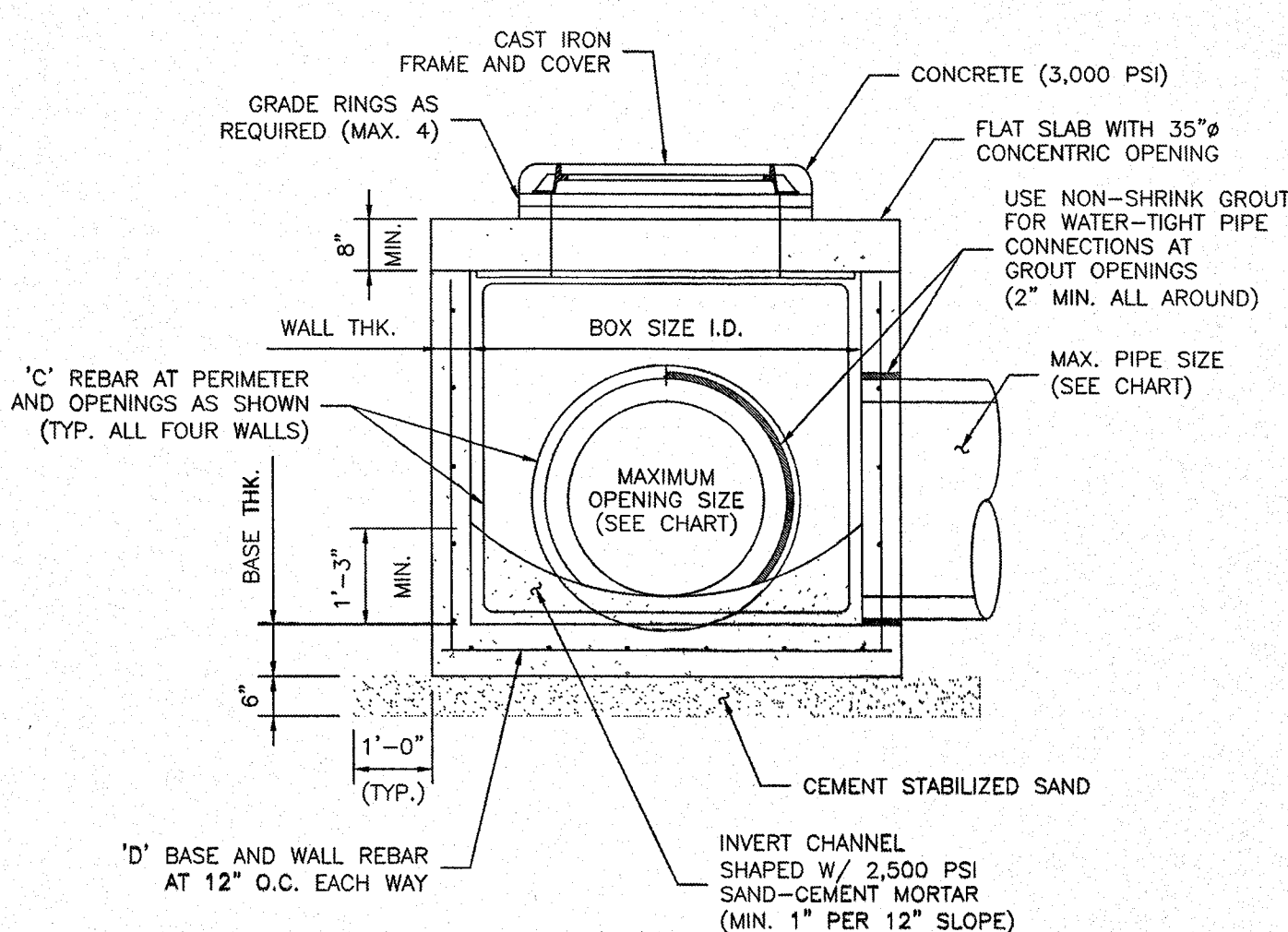
PLAN VIEW  
FLAT SLAB WITH OPENING  
SCALE: 1"=1'-6"



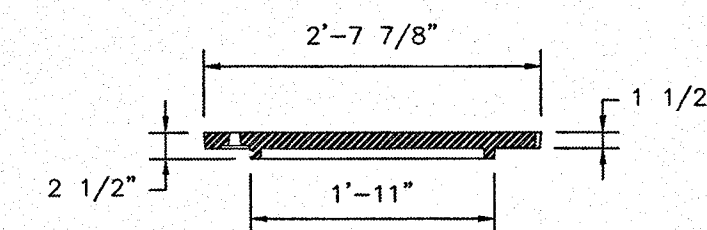
WORD "STORM" OR "SANITARY"  
FOR APPROPRIATE APPLICATION



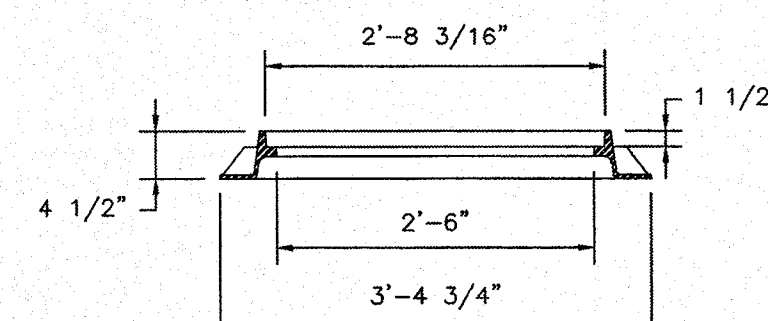
JUNCTION BOX/MANHOLE  
WITH CONCENTRIC CONE  
SCALE: 1"=1'-6"



JUNCTION BOX/MANHOLE  
WITH FLAT SLAB  
SCALE: 1"=1'-6"



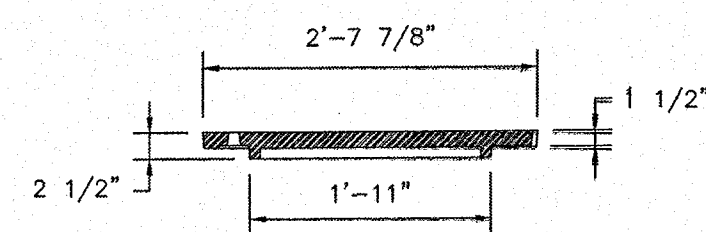
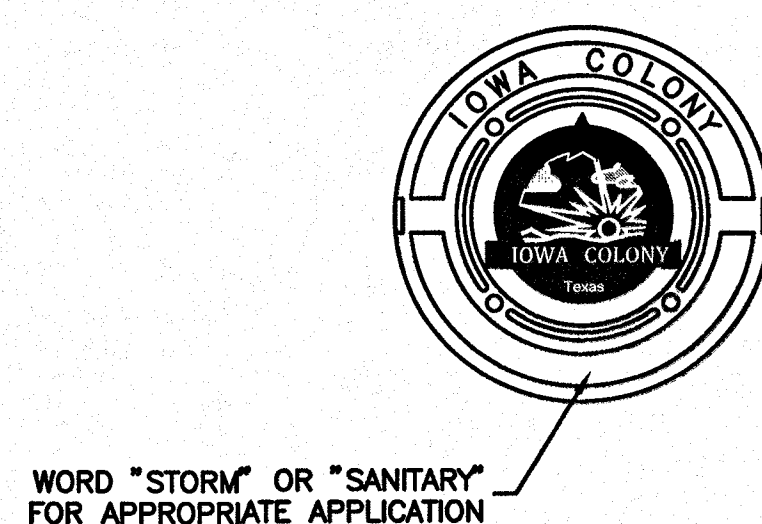
COVER SECTION A-A  
SCALE: 1"=1'-0"



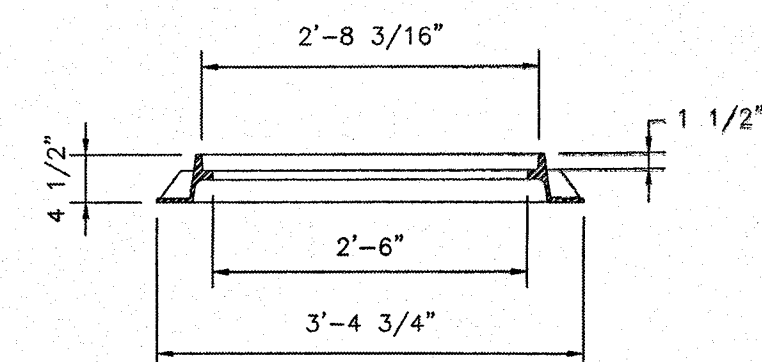
FRAME SECTION A-A  
SCALE: 1"=1'-0"

#### GENERAL NOTES:

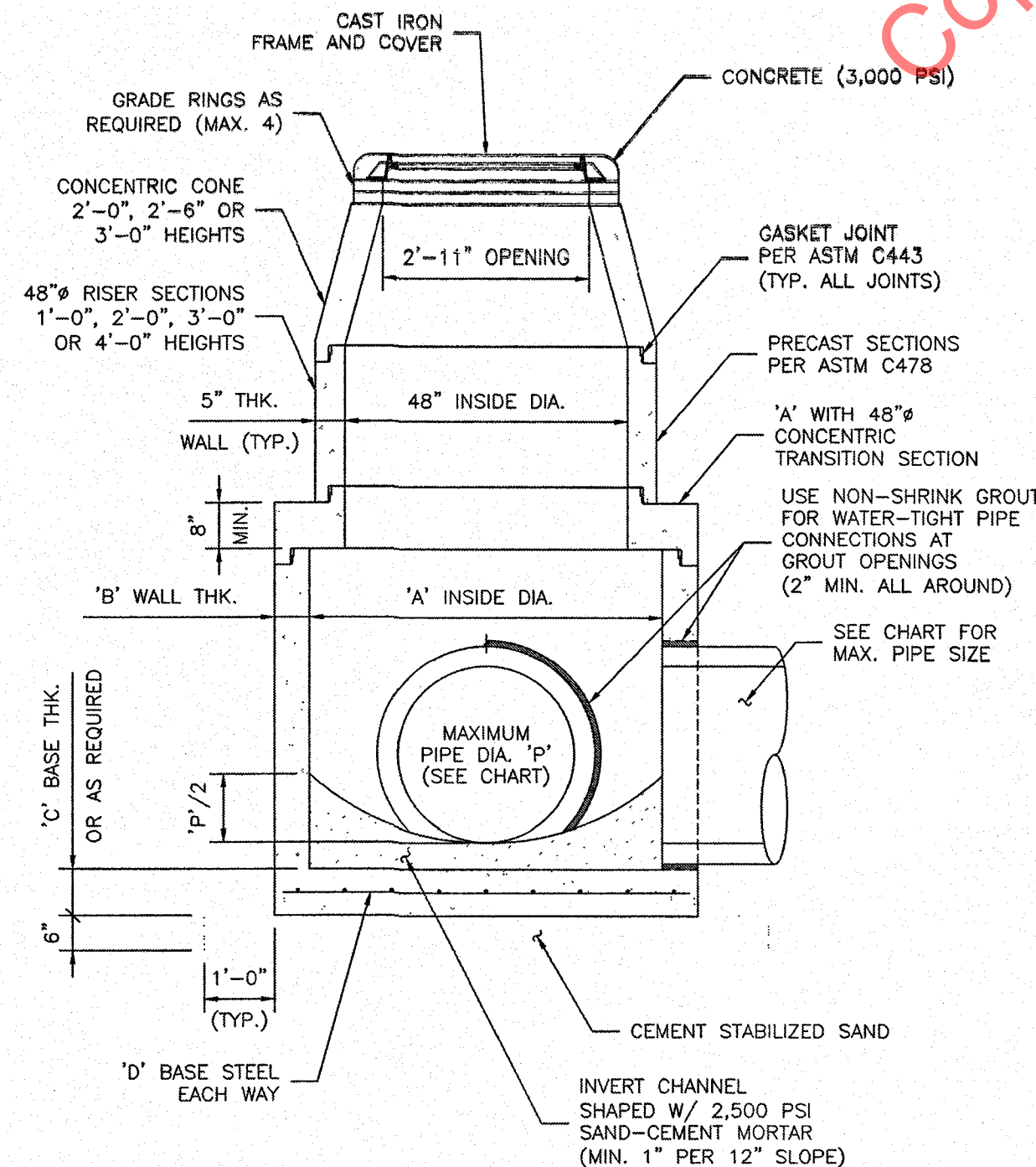
- CONSTRUCTION AND MATERIALS SHALL MEET REQUIREMENTS OF ITEM 471 "PRECAST CONCRETE MANHOLES".
- CONCRETE FOR JUNCTION BOX: MINIMUM 4,000 PSI IN 28 DAYS
- HS-20 LOADING; MANHOLE DESIGN SHALL MEET OR EXCEED ASTM C478 AND ASTM C913 REQUIREMENTS.
- JOINT SEALANT: RAM-NEX GASKET MATERIAL
- FRAME AND COVER SHALL BE EAST JORDAN IRON WORKS MODEL V-1420 OR APPROVED EQUAL
- SHOP DRAWINGS WITH MANUFACTURER'S CERTIFICATION SHALL BE SUBMITTED FOR ENGINEER'S APPROVAL
- KNOCK-OUTS ARE NOT PERMISSIBLE FOR THE PRECAST JUNCTION BOXES OR MANHOLES.



COVER SECTION A-A  
SCALE: 1"=1'-0"

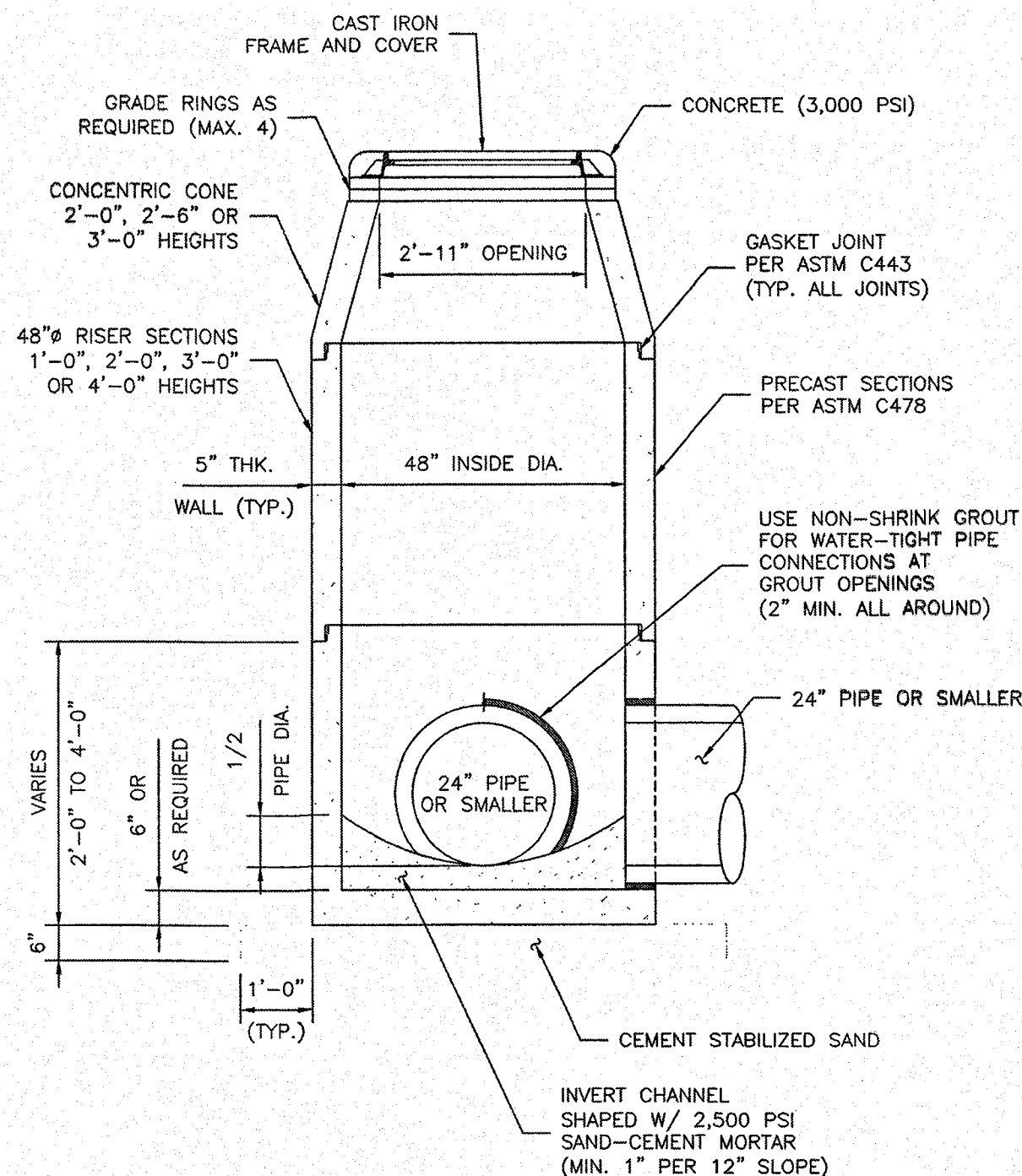


FRAME SECTION A-A  
SCALE: 1"=1'-0"



PRECAST CONCENTRIC MANHOLE  
FOR PIPE SIZES GREATER THAN 24"  
SCALE: 1"=1'-6"

| MAXIMUM PIPE DIA. 'P' | INSIDE DIA. 'A' | WALL THICKNESS 'B' | BASE THICKNESS 'C' | BASE STEEL 'D'      |
|-----------------------|-----------------|--------------------|--------------------|---------------------|
| 30"                   | 5'-0"           | 6"                 | 8"                 | #5 @ 8"             |
| 42"                   | 6'-0"           | 7"                 | 8"                 | #5 @ 8"             |
| 54"                   | 7'-0"           | 8"                 | 10"                | #6 @ 12" (2 LAYERS) |
| 60"                   | 8'-0"           | 9"                 | 10"                | #6 @ 12" (2 LAYERS) |



48" Ø PRECAST CONCENTRIC MANHOLE  
FOR PIPE SIZES 24" OR SMALLER  
SCALE: 1"=1'-6"

#### GENERAL NOTES:

- CONSTRUCTION AND MATERIALS SHALL MEET REQUIREMENTS OF ITEM 471 "PRECAST CONCRETE MANHOLES".
- CONCRETE FOR MANHOLE: MINIMUM 4,000 PSI IN 28 DAYS
- HS-20 LOADING; MANHOLE DESIGN SHALL MEET OR EXCEED ASTM C478 REQUIREMENTS.
- GASKET JOINT: PER ASTM C443
- FRAME AND COVER SHALL BE EAST JORDAN IRON WORKS MODEL V-1420 OR APPROVED EQUAL
- SHOP DRAWINGS WITH MANUFACTURER'S CERTIFICATION SHALL BE SUBMITTED FOR ENGINEER'S APPROVAL
- KNOCK-OUTS ARE NOT PERMISSIBLE FOR THE PRECAST SECTION OF MANHOLE.

#### BENCHMARK(S)/FLOODPLAIN:

#### LEGEND

| APP. | REVISION | DATE |
|------|----------|------|
|------|----------|------|

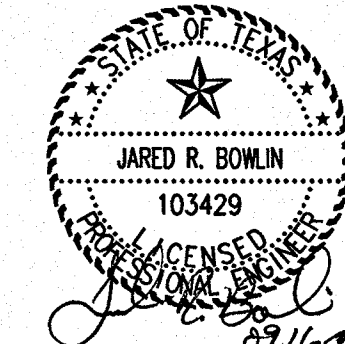
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#### VERIFICATION OF PRIVATE UTILITY LINES

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ENGINEERING THE FUTURE  
SINCE 1936

|                   |                  |                              |
|-------------------|------------------|------------------------------|
| SURV. <b>EHRA</b> | DATE <b>5/19</b> | JOB NO. <b>081-011-68</b>    |
| DSGN. <b>EHRA</b> | DATE <b>5/19</b> | FILE: 27 Storm Sewer Details |
| DWN. <b>EHRA</b>  | DATE <b>5/19</b> | PLOT SCALE: 1:1              |
| CHKD. _____       | DATE _____       | DWG. NO. _____               |
| APPR. _____       | DATE _____       | <b>P-3988</b>                |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

**STORM SEWER DETAILS**  
**(SHEET 5 OF 5)**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

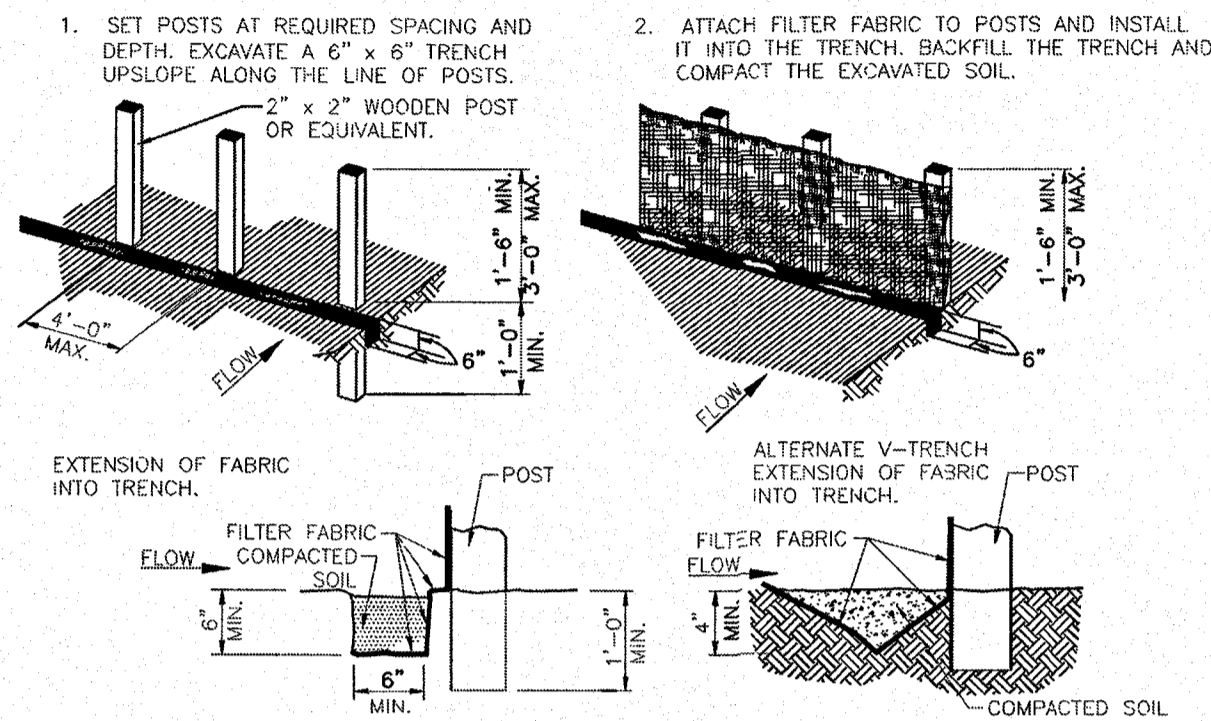
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*Adin Ho, P.E.*  
DINH HO, P.E., CITY ENGINEER  
DATE 12182020

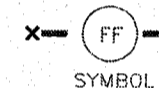


NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

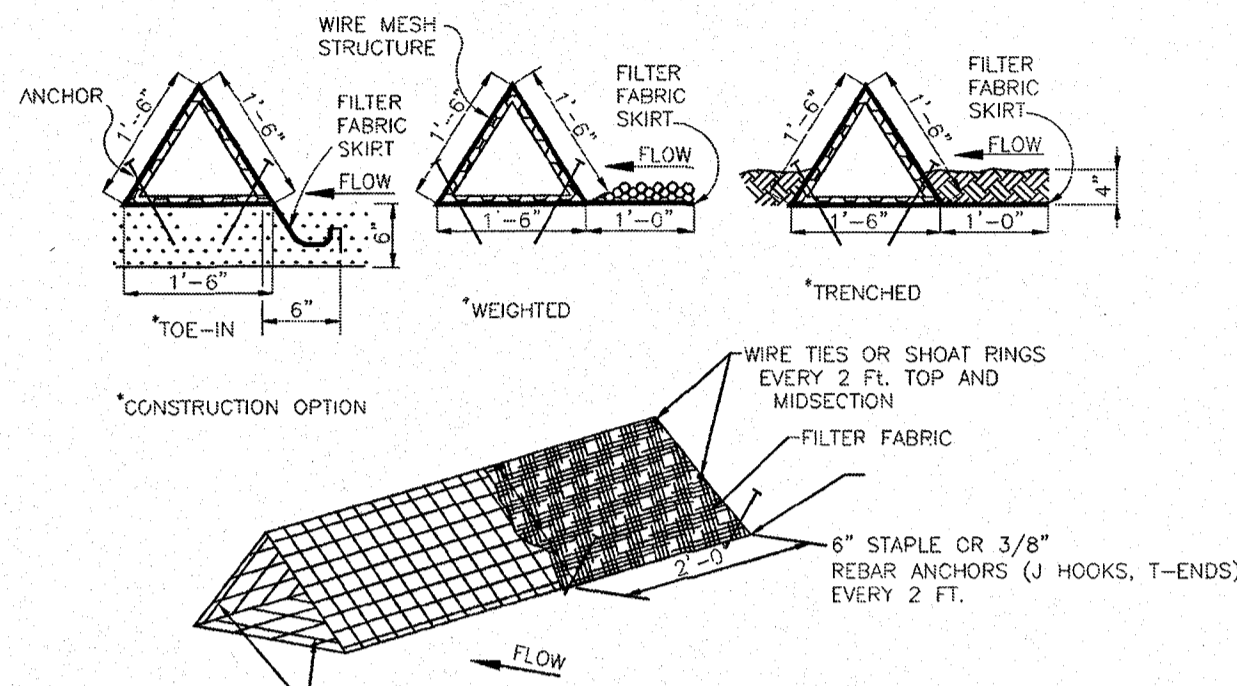
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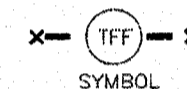
**FILTER FABRIC FENCE**



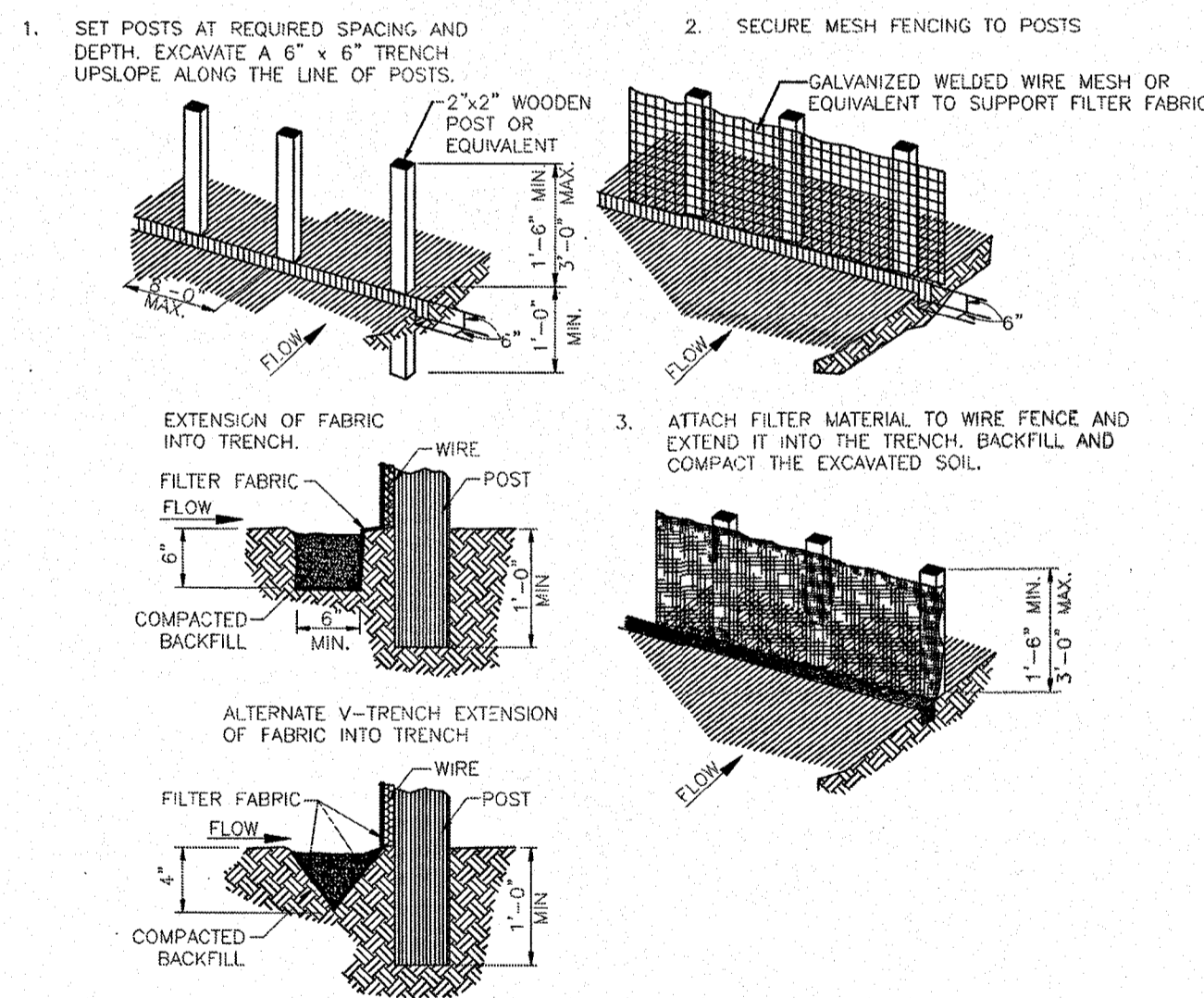
SYMBOL



**TRIANGLE  
FILTER FABRIC FENCE**



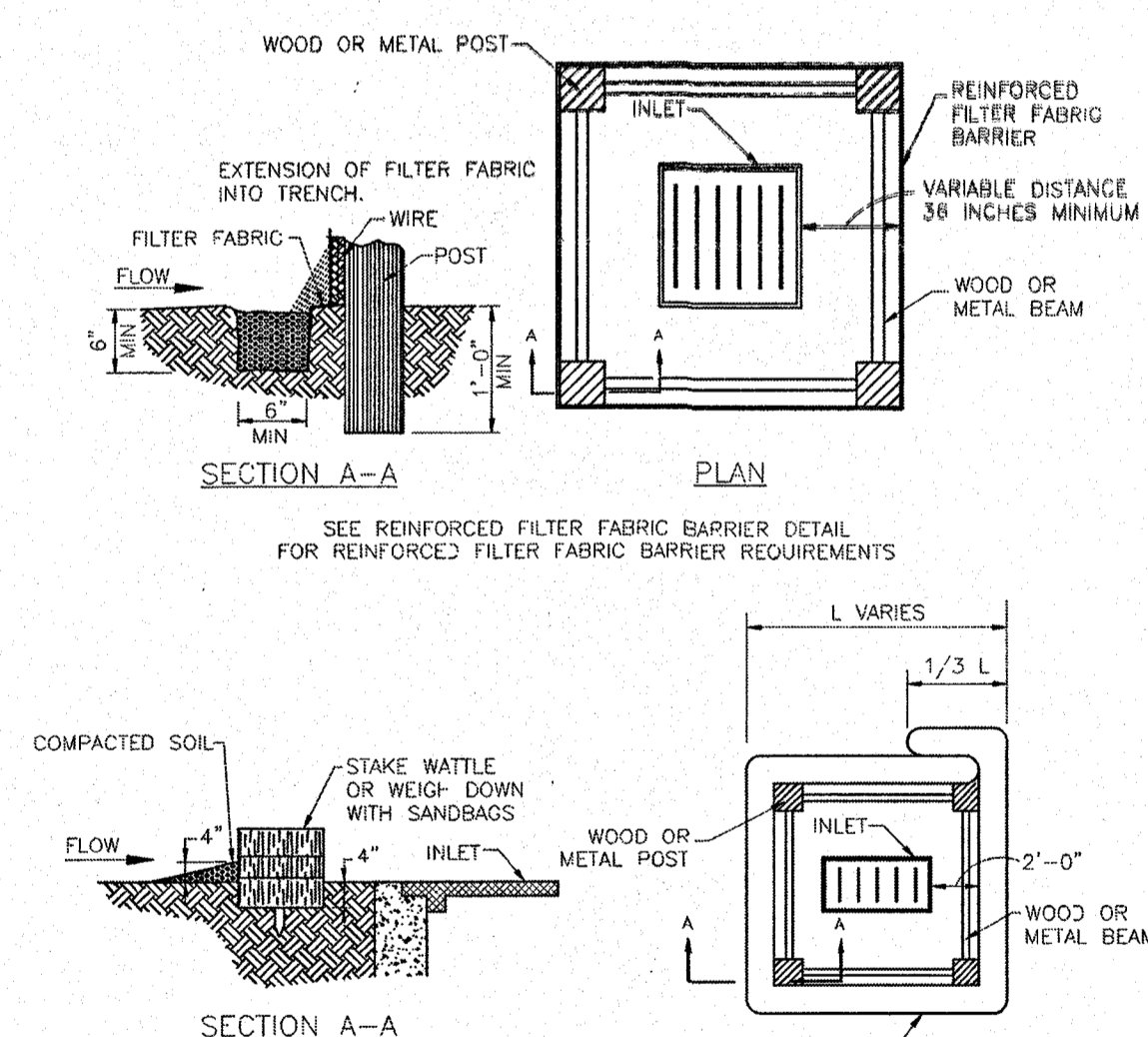
SYMBOL



**REINFORCED  
FILTER FABRIC BARRIER**



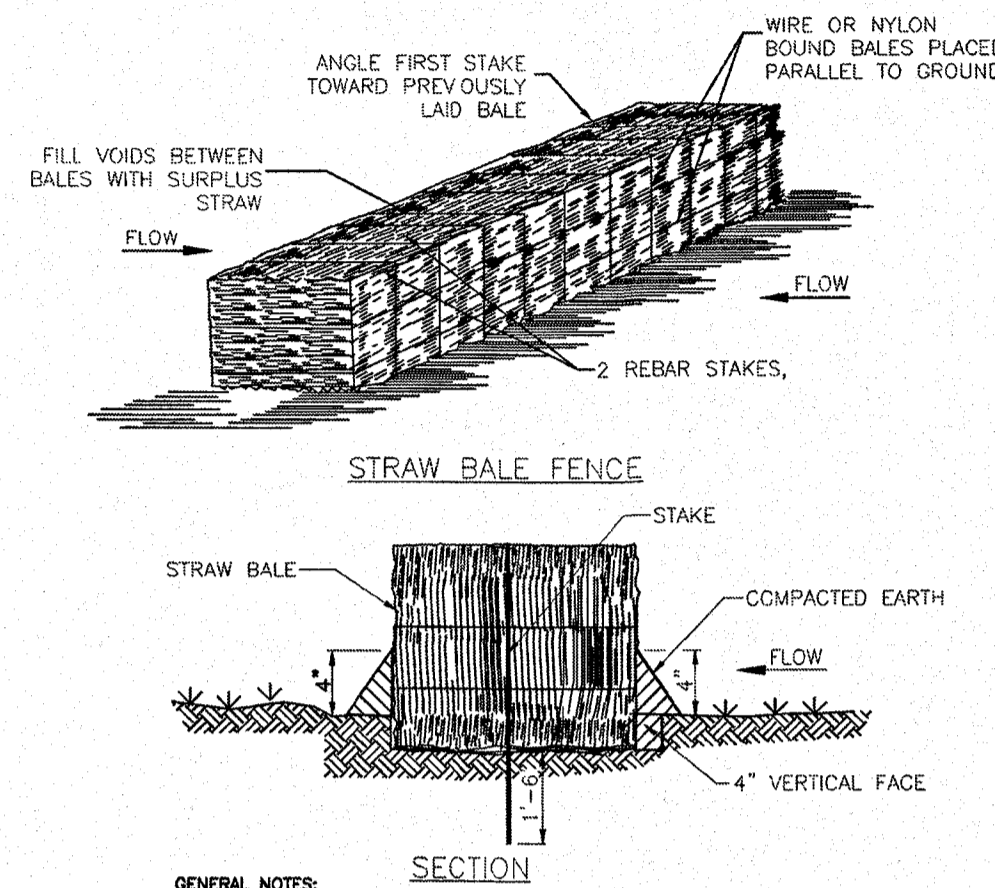
SYMBOL



**INLET PROTECTION BARRIERS  
FOR STAGE I INLETS**



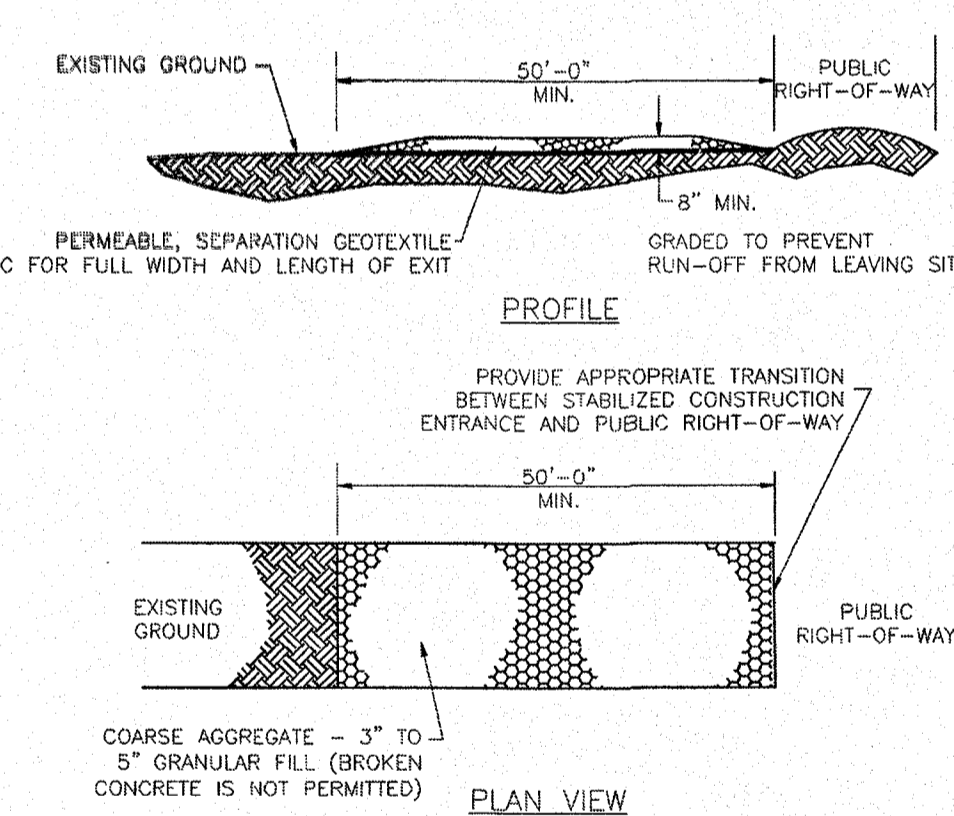
SYMBOL



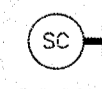
**STRAW BALE FENCE**



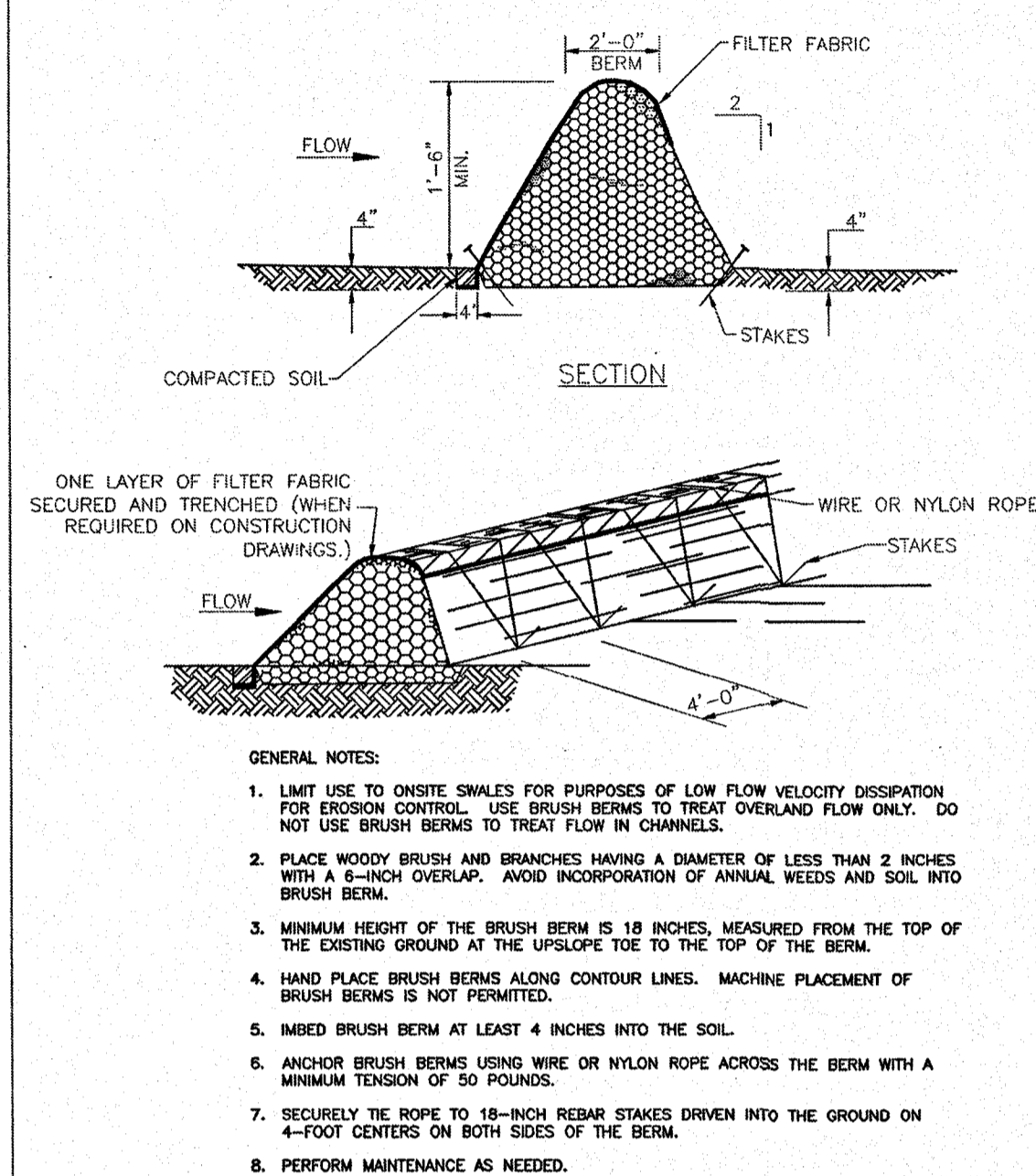
SYMBOL



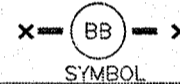
**STABILIZED CONSTRUCTION ACCESS**



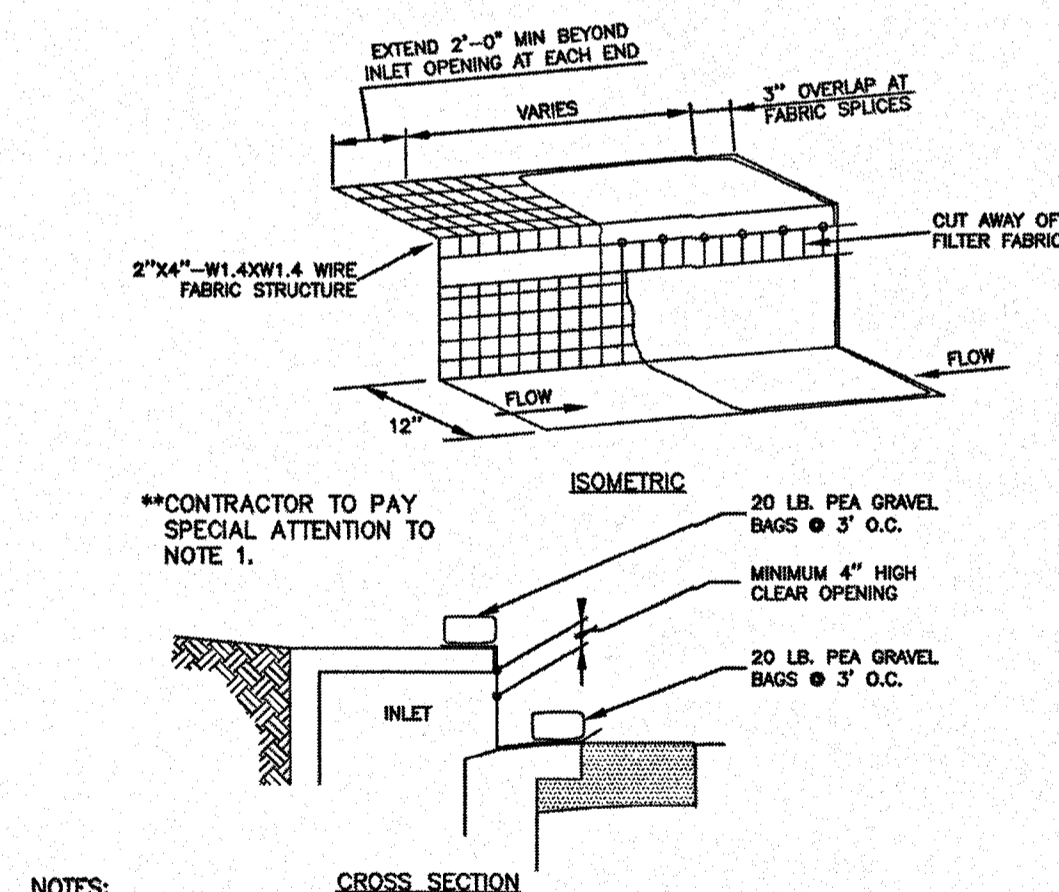
SYMBOL



**BRUSH BERM**



SYMBOL



**WIRE/FILTER FABRIC CURB INLET PROTECTION**



SYMBOL

**LEGEND**

| APP. | REVISION | DATE |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |

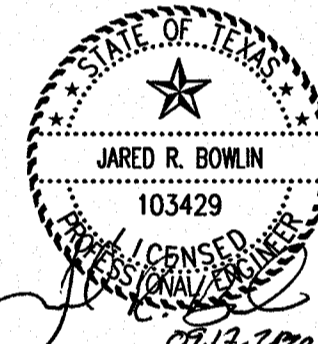
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**VERIFICATION OF PRIVATE UTILITY LINES**

Date: \_\_\_\_\_  
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ENGINEERING THE FUTURE  
SINCE 1936

|             |            |                           |
|-------------|------------|---------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68        |
| DSGN. EHRA  | DATE 5/19  | FILE: 28 SWPP Details.dwg |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1           |
| CHKD. _____ | DATE _____ | DWG. NO.                  |
| APPR. _____ | DATE _____ | <b>P-3988</b>             |

**BRAZORIA COUNTY MUD NO 55  
IOWA COLONY MERIDIANA  
ACCESS ROAD AND UTILITIES  
TO SERVE POD 68**

**STORM WATER POLLUTION  
PREVENTION DETAILS**

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

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DINH HO, P.E., CITY ENGINEER

12182020



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ.  
VERT.

P:\081-011-68 Drawings\Utility and Paving to Serve Pod 68\29 TCP Details.dwg Sep 16, 2020-9:01am Edited by: zschmidt

APPROVED ADICO, LLC 12182020  
BENCHMARK(S)/FLOODPLAIN:

LEGEND

| APP. | REVISION | DATE |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |

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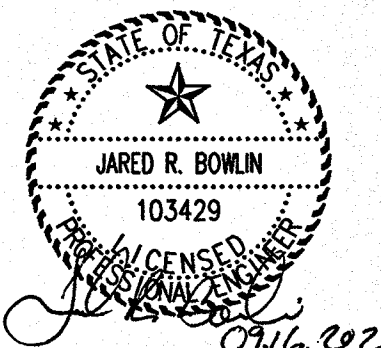
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SIGNATURE VALID FOR ONE YEAR.



10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPB No. F-726 | TBPB No. 10092300

ENGINEERING THE FUTURE  
SINCE 1936

|             |            |                          |
|-------------|------------|--------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68       |
| DSGN. EHRA  | DATE 5/19  | FILE: 29 TCP Details.dwg |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1          |
| CHKD. _____ | DATE _____ | DWG. NO. _____           |
| APPR. _____ | DATE _____ | P-3988                   |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

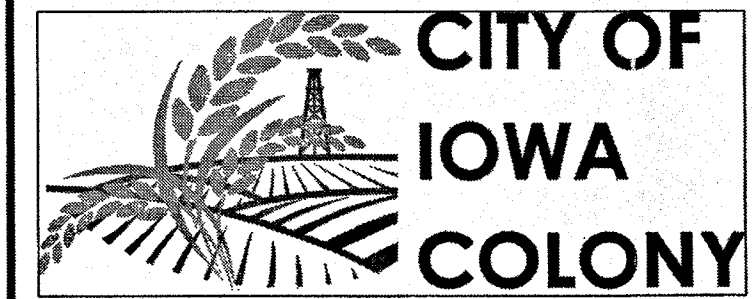
TRAFFIC CONTROL PLAN  
DETAILS

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

DINH HO, P.E., CITY ENGINEER

12182020



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SCALE:  
HORIZ. \_\_\_\_\_  
VERT. \_\_\_\_\_

SHEET 29 OF 30

TRAFFIC CONTROL PLAN SECTION SHALL BE  
COMPLETED BY ENGINEER

| ROADWAY                    | POSTED SPEED | TAPER LENGTH | SPACING CHANNELIZING DEVICES |         | SIGN SPACING | BUFFER SPACE |
|----------------------------|--------------|--------------|------------------------------|---------|--------------|--------------|
|                            |              |              | TAPER                        | TANGENT |              |              |
| SABER POWER & ACCESS DRIVE | 30           | 150'         | 30'                          | 60'     | 120'         | 90'          |
|                            |              |              |                              |         |              |              |
|                            |              |              |                              |         |              |              |
|                            |              |              |                              |         |              |              |
|                            |              |              |                              |         |              |              |

LEGEND

|  |                                      |  |   |
|--|--------------------------------------|--|---|
|  | Type 3 Barricade                     |  | Channelizing Devices                    |
|  | Heavy Work Vehicle                   |  | Truck Mounted Attenuator (TMA)          |
|  | Trailer Mounted Flashing Arrow Board |  | Portable Changeable Message Sign (PCMS) |
|  | Sign                                 |  | Traffic Flow                            |
|  | Flag                                 |  | Flagger                                 |

| Posted Speed | Formula | Minimum Desirable Taper Lengths "L" |            |            | Suggested Maximum Spacing of Channelizing Devices |              | Minimum Sign Spacing "X" Distance | Suggested Longitudinal Buffer Space |
|--------------|---------|-------------------------------------|------------|------------|---|--------------|-----------------------------------|-------------------------------------|
|              |         | 10' Offset                          | 11' Offset | 12' Offset | On a Taper  | On a Tangent |                                   |                                     |
| 30           | L=WS/60 | 150'                                | 165'       | 180'       | 30'   | 60'          | 120'                              | 90'                                 |
| 35           |         | 205'                                | 225'       | 245'       | 35'   | 70'          | 160'                              | 120'                                |
| 40           |         | 265'                                | 295'       | 320'       | 40'   | 80'          | 240'                              | 155'                                |
| 45           |         | 450'                                | 495'       | 540'       | 45'   | 90'          | 320'                              | 195'                                |
| 50           |         | 500'                                | 550'       | 600'       | 50'   | 100'         | 400'                              | 240'                                |
| 55           | L=WS    | 550'                                | 605'       | 660'       | 55'   | 110'         | 500'                              | 295'                                |
| 60           |         | 600'                                | 660'       | 720'       | 60'   | 120'         | 600'                              | 350'                                |
| 65           |         | 650'                                | 715'       | 780'       | 65'   | 130'         | 700'                              | 410'                                |
| 70           |         | 700'                                | 770'       | 840'       | 70'   | 140'         | 800'                              | 475'                                |
| 75           |         | 750'                                | 825'       | 900'       | 75'   | 150'         | 900'                              | 540'                                |

\* Conventional Roads Only

\*\* Taper lengths have been rounded off.

L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

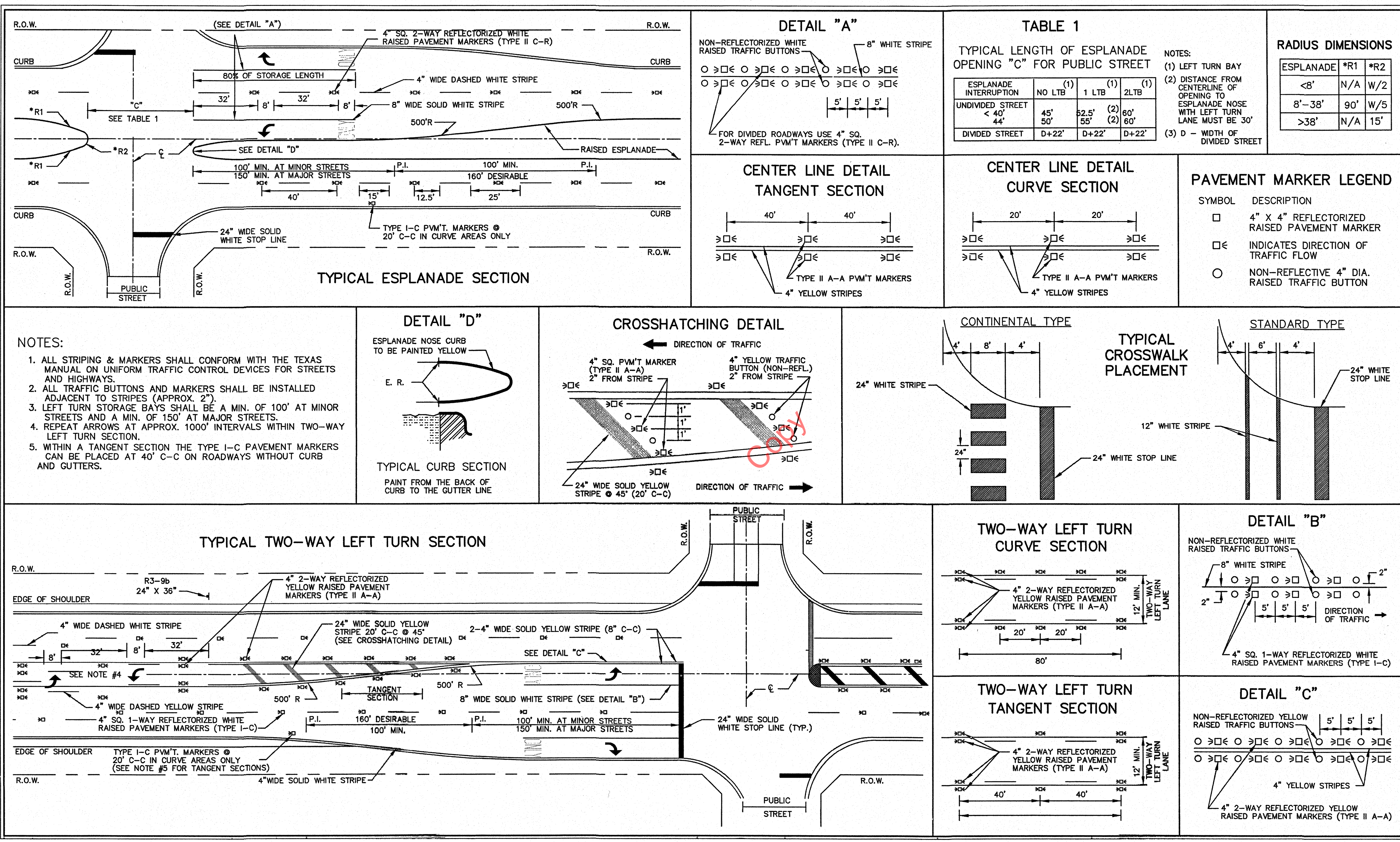
GENERAL NOTES

- Flags attached to signs where shown are OPTIONAL.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol are OPTIONAL.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- Contractor shall provide and install traffic control devices in conformance with part VI of Texas Manual on Uniform Traffic Control Devices (TMUTCD - Latest edition with revisions) during construction.
- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- If the work space is located near horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distances to the flagger and a queue of stopped vehicles (see table above).
- Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
- Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.
- No lanes shall be blocked from 7am to 9am and 4pm to 6:30pm Monday thru Friday.
- Off duty police officers required to direct traffic when applicable.
- If project is within 400 feet from a signalized intersection, the Contractor shall contact Harris County Engineering Department, Traffic Signal Maintenance at (713) 881-3210 five (5) days prior to the start of construction.

ONE-LANE TWO-WAY SINGLE LANE CLOSURE  
CONTROL WITH FLAGGERS  
(ON STRAIGHT SECTION OF ROADWAY)

ONE-LANE TWO-WAY SINGLE LANE CLOSURE  
CONTROL WITH FLAGGERS  
(ON CURVED SECTION OF ROADWAY)

P:\081-011-68 Drawings Utility and Paving to Serve Pod 68\30 PAV MARK Details.dwg Sep 16, 2020-9:01am Edited by: zschmidt



LEGEND

| APP. | REVISION | DATE |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |

**NOTICE:**

FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED. THIS SIGNATURE DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

**VERIFICATION OF PRIVATE UTILITY LINES**

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

CENTERPOINT ENERGY NATURAL GAS UTILITIES SHOWN (GAS SERVICE LINES ARE NOT SHOWN) THIS SIGNATURE NOT TO BE USED FOR CONFLICT VERIFICATION.

SIGNATURE VALID FOR SIX MONTHS

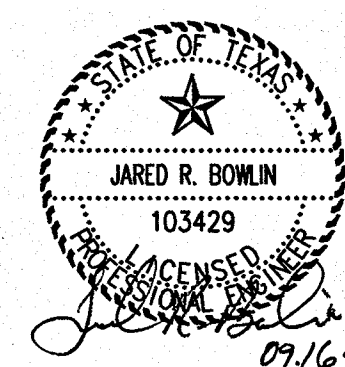
Date: \_\_\_\_\_

CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY. (THIS SIGNATURE VERIFIES EXISTING UNDERGROUND FACILITIES - NOT TO BE USED FOR CONFLICT VERIFICATION.)

SIGNATURE VALID FOR SIX MONTHS

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

APPROVED FOR AT&T TEXAS/SWBT UNDERGROUND CONDUIT FACILITIES ONLY. SIGNATURE VALID FOR ONE YEAR.



**EHRA** 10011 Meadowglen Lane  
Houston, Texas 77042  
EHRAinc.com | 713.784.4500  
TBPE No. F-726 | TBPLS No. 10092300  
ENGINEERING THE FUTURE  
SINCE 1936

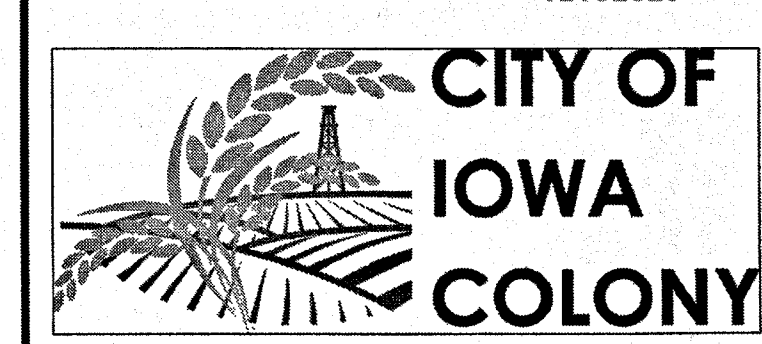
|             |            |                               |
|-------------|------------|-------------------------------|
| SURV. EHRA  | DATE 5/19  | JOB NO. 081-011-68            |
| DSGN. EHRA  | DATE 5/19  | FILE: 30 PAV MARK Details.dwg |
| DWN. EHRA   | DATE 5/19  | PLOT SCALE: 1:1               |
| CHKD. _____ | DATE _____ | DWG. NO. P-3988               |
| APPR. _____ | DATE _____ |                               |

**BRAZORIA COUNTY MUD NO 55**  
**IOWA COLONY MERIDIANA**  
**ACCESS ROAD AND UTILITIES**  
**TO SERVE POD 68**

PAVEMENT MARKING DETAILS

**CITY OF IOWA COLONY**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING  
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

DINH HO, P.E., CITY ENGINEER  
12/18/2020



NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER  
3200 SOUTHWEST FREEWAY  
SUITE 2600  
HOUSTON, TEXAS 77027  
TEL (713) 860-6400  
FAX (713) 860-6401  
abhr.com

Direct Line: (713) 860-6424  
Direct Fax: (713) 860-6624

lsotirake@abhr.com

Linda Sotirake  
Legal Assistant

January 18, 2021

VIA OVERNIGHT DELIVERY

Ms. Kayleen Rosser  
City of Iowa Colony  
12003 County Road 65  
Iowa Colony, TX 77583

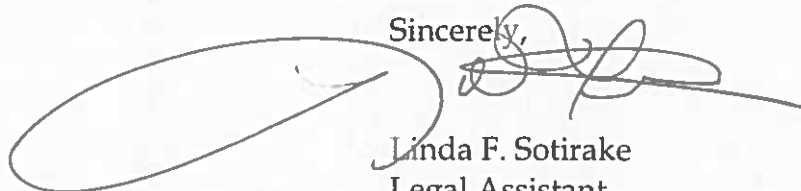
Re: Proposed Annexation into Brazoria County Municipal Utility District  
No. 55 (the "District")

Dear Ms. Rosser:

Enclosed please find a Petition for Consent to Annex Land into the District. Please present this petition to City Council for consideration and approval at the next Council meeting. If you have any questions regarding the Petition or if you need additional information, please call me at the number above. Please return five (5) certified copies of the Resolution or Ordinance consenting to the addition of land into the District. Thank you for your assistance in this matter.

Should you have any questions, please feel free to call me at (713) 860-6424.

Sincerely,



Linda F. Sotirake  
Legal Assistant

Enclosure

PETITION FOR CONSENT TO ANNEX LAND INTO  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

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

The undersigned, Brazoria County Municipal Utility District No. 55 (the "District"), and Alvin Independent School District, an independent school district and political subdivision of the State of Texas (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the City of Iowa Colony, Texas (the "City"), for its written consent to the annexation by the District of the 206.73-acre tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 16, 2007. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Brazoria County, Texas. All of the Land is within the corporate boundaries of the City. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Brazoria County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is \$8,540,750.00.

VIII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on January 14, 2021.

**BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55**

By: [Signature]  
Houston Hamilton  
President, Board of Directors

ATTEST:

By: [Signature]  
Cathy Verret  
Secretary, Board of Directors

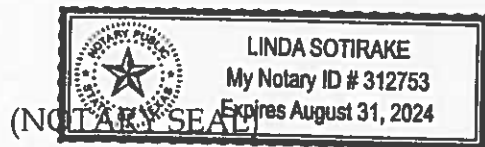


THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§


**Copy**

This instrument was acknowledged before me on January 14, 2021, by Houston Hamilton, as President, and Cathy Verret, as Secretary, of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]  
Notary Public, State of Texas

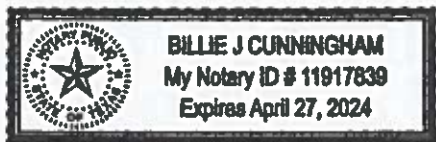
ALVIN INDEPENDENT SCHOOL DISTRICT  
an independent school district and political  
subdivision of the State of Texas

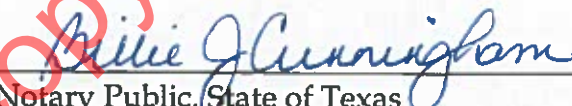
By:   
Name: Patrick Miller  
Title: Chief of Operations

THE STATE OF TEXAS           §  
   §  
COUNTY OF Brazoria       §

This instrument was acknowledged before me on June 1, 2020,  
by Patrick Miller, Chief of Operations of ALVIN  
INDEPENDENT SCHOOL DISTRICT, an independent school district and political  
subdivision of the State of Texas, on behalf of said independent school district and  
political subdivision.

(NOTARY SEAL)



  
Notary Public, State of Texas

**Attachments:**

**Exhibit A:** Description of the Land

**Exhibit B:** Conditions of the City

CERTIFICATE

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

I, the undersigned Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 55, do hereby certify that the attached and foregoing is a true and correct copy of the Petition For Consent To Annex Land Into Brazoria County Municipal Utility District No. 55 that was filed with the Board of Directors of the District on January 14, 2021.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on January 14, 2021.

**BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 55**



By: *Cd Merret*

Secretary, Board of Directors

Exhibit A-

METES AND BOUNDS DESCRIPTION  
BEING 206.73 ACRES  
SITUATED IN THE  
H.T. & B.R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259  
BRAZORIA COUNTY, TEXAS

DESCRIPTION OF A 206.73 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS, BEING THAT CERTAIN TRACT OF LAND CONVEYED TO BAHAM INTERESTS LIMITED PARTNERSHIP BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. No.) 2012054325 (AS TO A CALLED 120.7481 ACRE TRACT OF LAND) AND PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO BAHAM INTERESTS LIMITED PARTNERSHIP BY DEED RECORDED UNDER B.C.C.F. No. 2012054324, SAID 206.73 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a "X" in concrete marking the recognized northeasterly corner of the H.T. & B.R.R. Company Survey, Section 49, Abstract 259, said point being located at the intersection of County Road 65 (also known as Iowa Colony Boulevard) and County Road 64 (also known as Davenport Parkway;

- (1) THENCE, South 02°40'44" East, along County Road 65 (based on a width of 80 feet as occupied and monumented) with the easterly line of the H.T. & B.R.R. Company Survey, Section 49, Abstract 259 being the easterly line of the called 120.7481 acre tract and along the westerly line of the H.T. & B.R.R. Company Survey, Section 48, Abstract 511 and those certain tracts of land shown or described on the plat of Salazar Estates subdivision (Lot 1), under B.C.C.F. No. 01-028482 (called 13.0495 acres), under B.C.C.F. No. 2013050102 (called 20.7217 acres); under B.C.C.F. No. 03-040407 (called 26.6486 acres) and shown on the plat of Ballontree Farms subdivision (Lots 1 and 2) for a distance of 2,025.25 feet to a "MAG" nail set in an asphalt road marking the southeasterly corner of the called 120.7481 acre tract and the northeasterly corner of that certain tract of land called 20.00 acres as described by deed recorded under B.C.C.F. No. 2005001446;
- (2) THENCE, South 87°19'46" West, along the common line between the called 120.7481 acre tract and the called 20.00 acre tract, passing at a distance of 44.75 feet a 1/2-inch iron rod called for and found for a reference rod for the said 20.00 acre tract, and continuing along the common line for a distance of 2,640.84 feet (called 7,399.57 feet in the 120.7481 acre tract deed) to a 1/2-inch iron rod called for and found marking the northwesterly corner of the said 20.00 acre tract and the southwesterly corner of the said 120.7481 acre tract being in the easterly line of the aforementioned 132.1854 acre tract;
- (3) THENCE, South 02°40'32" East, along the common line between the called 132.1854 acre tract and the called 20.00 acre tract and of that certain tract of land called 14.00 acres as described by deed recorded under B.C.C.F. No. 2005002636 for a distance of 451.55 feet to a 5/8-inch iron rod called for and found marking the southeasterly corner of the said 132.1854 acre tract and the northeasterly corner of that certain tract of land called 132.1854 acres as described by deed recorded to Rally 288 East, LLC under B.C.C.F. No. 2013040084;
- (4) THENCE, South 87°19'08" West, along the common line between the called 132.1854 acre tracts for a distance of 2,389.63 feet (called 2,388.93 feet) to a 5/8-inch iron rod called for and found in the easterly right-of-way line of State Highway 288 (based on a width of 420 feet at this location) marking the westerly common corner of said 132.1854 acre tracts of land;
- (5) THENCE, North 02°18'54" West, along the easterly right-of-way line of said State Highway 288 for a distance of 1,069.58 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;
- (6) THENCE, North 87°19'08" East, for a distance of 1,066.61 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the arc of a non-tangent curve;

- (7) THENCE, in a northeasterly direction along the arc of a curve to the right having a radius of 551.00 feet, an angle of 31°56'51", a length of 307.23 feet and a chord bearing North 27°14'15" East, for a distance of 303.27 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of tangency;
- (8) THENCE, North 43°12'40" East, for a distance of 467.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of curvature;
- (9) THENCE, in a northeasterly direction along the arc of a curve to the left having a radius of 584.74 feet, an angle of 43°03'27", a length of 439.43 feet and a chord bearing North 21°01'03" East, for a distance of 429.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for a point of tangency;
- (10) THENCE, North 02°24'24" West, for a distance of 400.76 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the southerly right-of-way line of County Road 64 (based on a variable width);
- (11) THENCE, North 87°23'47" East, along the southerly right-of-way line of County Road 64 for a distance of 655.15 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the westerly line of that certain tract of land called 1.1 acres as described by deed recorded under B.C.C.F. No. 2006002972 and marking the northeasterly corner of the aforementioned 132.1854 acre tract of land;
- (12) THENCE, South 02°40'44" East, along the common line between the called 1.1 acre tract and the called 132.1854 acre tract, passing at a distance of 6.2 feet a 5/8-inch iron rod found 1.85 feet east of line, and continuing for a total distance of 289.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the southwesterly corner of the said 1.1 acre tract and the most west northwesterly corner of the aforementioned 120.7481 acre tract of land;
- (13) THENCE, North 87°16'13" East, along the common line between the called 1.1 acre tract and the called 120.7481 acre tract for a distance of 150.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the southeasterly corner of the said 1.1 acre tract and an internal "L" corner of the said 120.7481 acre tract;
- (14) THENCE, North 02°40'44" West, along the common line between the called 1.1 acre tract and the called 120.7481 acre tract for a distance of 29.05 feet to the southwesterly corner of that certain tract of land called 1.0 acre as described by deed recorded under B.C.C.F. No. 2011015007 and an "L" corner of the said 120.7481 acre tract from which a found 1/2-inch iron pipe bears N 86°11' W, a distance of 0.56 feet;
- (15) THENCE, North 87°16'13" East, along the common line between the called 1.0 acre tract and the called 120.7481 acre tract for a distance of 150.00 feet to a 5/8-inch iron rod found for the southeasterly corner of the said 1.0 acre tract and an internal "L" corner of the said 120.7481 acre tract;
- (16) THENCE, North 02°40'44" West, along the common line between the called 1.0 acre tract and the called 120.7481 acre tract, passing at a distance of 261.46 feet a 5/8-inch iron rod found for a reference rod for the said 1.0 acre tract, and continuing for a total for a distance of 283.63 feet (called 287.40 feet in the 120.7481 acre tract deed) to a "MAG" nail set in County Road 64 (an asphalt road) marking the most north northwesterly corner of the called 120.7481 acre tract being in the recognized north line of the H.T. & B.R.R. Company Survey, Section 49, Abstract 259;
- (17) THENCE, North 87°16'13" East, along County Road 64 (based on a variable width as monumented) with the northerly line of the H.T. & B.R.R. Company Survey, Section 49, Abstract 259 being the northerly line of the called 120.7481 acre tract and along the southerly line of the H.T. & B.R.R. Company Survey, Section 52, Abstract 513 and those certain tracts of land described by deeds recorded under B.C.C.F. No. 2015030690 (called 1 acre), under B.C.C.F. No. 2013046414 (called 1 acre), under B.C.C.F. No. 2016049286 (called 1.84 acres), under B.C.C.F. No. 04-014612 (called 2.2 acres), under B.C.C.F. No. 94-015520 (called 1.5 acres), under B.C.C.F. No. 2017003060 (called 1 acre), under B.C.C.F. No. 09-019250 (called 1.0 acre), under B.C.C.F.

206.73 Acres  
H.T. & B.R.R. Co. Survey, Section 49, Abstract 259  
No. 2014004011 (called 1.8 acres), under B.C.C.F. No. 03-021524 (called 2 acres), under B.C.C.F.  
No. 2016030544 (called 0.918 acres), under B.C.C.F. No. 2013053764 (called 2.755 acres), under  
B.C.C.F. No. 95-015056 (called 2.03 acres) and under B.C.C.F. No. 2010034016 (called 2 acres)  
for a distance of 2,340.74 feet to the POINT OF BEGINNING and containing 206.73 acres of land.  
This description accompanies a Land Title Survey (18103800V-PBLT01.dwg) prepared by EHRA,  
Inc. July 27, 2018 and revised November 6, 2018.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPLS No. 10092300

*Robert L. Boelsche*  
Robert L. Boelsche, R.P.L.S.  
Texas Registration No. 4446  
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Exhibit B  
Consent Conditions

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

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

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

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

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

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

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

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

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