

CITY OF ANGLETON CITY COUNCIL AGENDA 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515 TUESDAY, APRIL 26, 2022 AT 6:00 PM

Mayor | Jason Perez
Mayor Pro-Tem | John Wright
Council Members | Cecil Booth, Mark Gongora, Mikey Svoboda, Travis Townsend
City Manager | Chris Whittaker
City Secretary | Frances Aguilar

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, APRIL 26, 2022 AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

The Presiding Officer may establish time limits based upon the number of speaker requests, the length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Citizens may speak at the beginning or at the time the item comes before council in accordance with Texas Government Code Section 551.007. No Action May be Taken by the City Council During Public Comments.

CEREMONIAL PRESENTATIONS

1. Presentation of Angleton Police Officer of the Year by the Exchange Club of Angleton.

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

- 2. Discussion and possible action to award a contract to Crowder Gulf, LLC for the debris management and hauling for the purpose of disaster debris clearance and removal and authorize the City Manager to execute the agreement upon legal review.
- 3. Discussion and possible action to award a contract to HTI Construction, LLC for the 2021 Street Bond Project – Phase 1: Ridgecrest Street and Robinhood Lane and authorize the City Manager to execute the agreement upon legal review.

City Council - April 26, 2022

- 4. Discussion and possible action to award a contract to Sustanite Support Services, LLC for the Freedom Park Groundwater Treatment System project and authorize the City Manager to execute the agreement upon legal review.
- 5. Discussion and possible action on a waiver of the preliminary acceptance of public improvements and public improvement acceptance for Phase Two of the Riverwood Ranch Subdivision.

REGULAR AGENDA

- 6. The discussion and possible action on the Enterprise rental fleet program.
- <u>7.</u> Discussion and possible action on an agreement with i9 Sports Association to provide youth sports leagues, clinics, and camps and authorize the City Manager to execute the agreement upon legal review.
- 8. Discussion and possible action on an ordinance amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations As Contained in "Exhibit A"; adopting Sec 8.5-66. Mobile Food Courts as contained in "Exhibit B"; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.
- 9. Discussion on the FY 2022 2023 proposed budget schedule and budget direction and guidelines.
- 10. Discussion and possible action on the Brazosport Water Authority (BWA) water supply rate increase.

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, April 22, 2022 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Frances Aguilar Frances Aguilar, TRMC, MMC City Secretary

In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City Council meetings. The facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary at 979-849-4364, extension 2115 or email citysecretary@angleton.tx.us.

City Council - April 26, 2022



AGENDA ITEM SUMMARY FORM

MEETING DATE: 04/26/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20220426-000

awarding a Debris Management/Hauling contract to Crowder Gulf LLC, for the purpose of disaster debris clearance and removal, repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

BUDGETTED AMOUNT: N/A **FUNDS REQUESTED:** None at this time

FUND: N/A

EXECUTIVE SUMMARY:

Awarding a Debris Management/Hauling contract to Crowder Gulf, LLC.

RECCOMENDATION:

Staff recommends council approving this Resolution.

Contract for Disaster Debris Clearance and Removal Services

THIS CONTRACT is made this the 26 day of <u>April</u>, 2022, by and between **Crowder Gulf** (herein referred to as "**Contractor**") and the **City of Angleton** a political subdivision of the **State of Texas** herein referred to as "**City**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris* (herein referred to as "debris"), including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public-school properties, including any other locally owned facility or site as may be directed by the **City**. Contracted services will only be performed when requested and as designated by the **City**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and pushing of debris from the primary transportation routes as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **City** when directed to do so by the **City**. The Contractor shall use reasonable care not to damage any **City** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal (if implemented by the City):

The Contractor will remove ROE debris from private property with due diligence, as directed by the **City**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City** to mark these utilities, but the **City** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures (if implemented by the City):

The Contractor will remove structures designated for removal by and at the direction of the **City**. The Contractor agrees to remove in a timely manner all structures as determined by the **City** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by Texas law and Government as defined herein for the removal of debris or demolition of structures from residential and commercial properties, as set out in Sections 1.4 and 1.5 above.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements or rework, as required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **City's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City**, as additional insured, while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:

◆ \$1,000,000 per occurrence. Name the City as an Additional Insured and waive subrogation.

2.3.5 Automobile Liability:

 Combined Single Limit for Bodily Injury and Property \$1,000,000 per occurrence or its equivalent. Name the City as an Additional Insured and waive subrogation.

2.3.6 Comprehensive General Liability:

 Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; with an aggregate of \$3,000,000 or its equivalent. Name the City as an Additional Insured and waive subrogation.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal, or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **City's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor or the onsite Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds no later than 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within an agreed upon number of days, determined once extent of damage has been assessed. At no time should this exceed 90 working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished using hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual written consent of both the **City** and the Contractor for reasons of additional time, additional services, and additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of both the **City** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for two (2) additional one (1) year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with Federal or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City** shall provide Contractor with copies of any such federal or state agreements within 7 business days of the execution thereof.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The Contractor will supervise and direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **City's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **City**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City** and Contractor. Other sites may be utilized as directed or approved by the **City**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273** (Appendix C), titled "Required Contract Provisions – Federal-Aid Construction Contracts" and FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways, shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - (J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** and will be limited to properties located within the **City** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **City** or unscheduled passes of each area impacted by the storm event. The **City** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number and trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **City**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations shall be conducted in accordance with Texas Commission on Environmental Quality (TCEQ) directives. Adjustments to workdays and work hours shall be as directed by the **City** following consultation and notification to the Contractor

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

14

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **City**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **City** or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state, and local laws. The **City** will, always, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed, and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and closeout of the project by the **City**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced, or disposed, plus the total cost of the project invoiced to the **City**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City** and Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **City** and Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See Fee Schedule - Attached

7.2 Billing Cycle:

The Contractor shall invoice the **City** on a 30-day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The **City** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **City** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and disposal of any material or stumps as may be determined by the **City** or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **City** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **City** for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City**.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: Crowder Gulf

5629 Commerce Blvd. E

Mobile, AL 36619 800-992-6207

jramsay@crowdergulf.com

City: City of Angleton

Frances Aguilar, City Secretary

121 South Velasco St. Angleton, TX 77515 979-849-4364 x 2137 faguilar@angleton.tx.us

8.2 Applicable Law:

The laws of the **State of Texas** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Brazoria County, Texas, and the Contract shall be interpreted by the laws of Texas.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements, and understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal, or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

Crowder Gulf	City of Angleton, TX
By: Name:	By: Name: Chris Whittaker
Title:	Title: _City Manager_
ATTEST:	ATTEST:
Name:	 Name:

DISASTER DEBRIS
MANAGEMENT/HAULING
ATTACHMENT A BID TABLE

	ATTACHIVIENT A DID TABLE				
	Item/Description	Estima	ated		
		Quantity	Unit	Unit Price	Extension
1	1.0 Pickup and/or separation on Public Property and Public Rights-of-Way and hauling to a designated debris management site or landfill facility 20 or less miles away (oneway miles).	1,000,000	CY	\$7.85	\$7,850,000.00
	(Trips with one-way miles in excess of 20 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).				
2	2.0 Pickup and/or separation on Public Property or Public Rights-of-Way and hauling to a designated debris management site or landfill facility more than 20-25 miles away (one-way miles). (Trips with one-way miles in excess of more	1,000,000	CY	\$8.90	\$8,900,000.00
	than 20-25 miles compensated at the rate quoted in Items 3.0 or 4.0).				
3	3.0 Pickup and/or separation on Public Property or Public Rights-of-Way and hauling to a designated debris management site or landfill facility 25 miles or greater (one-way miles).	1,000,000	CY	\$9.60	\$9,600,000.00
4	4.0 Loading, hauling and dumping of uprooted stumps from trees that are 25 to 36 inches with root ball.	500	Each	\$200.00	\$100,000.00

5	5.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	100	Each	\$300.00	\$30,000.00
6	6.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	25	Each	\$400.00	\$10,000.00
7	7.0 Cutting and dropping of hazardous hanging limbs over 2 inches in diameter.	240,000	Each Tree	\$65.00	\$15,600,000.00
8	8.0 Removal of hazardous trees 6 " – 12" in diameter at breast height.	1,000	Each	\$40.00	\$40,000.00
9	9.0 Removal of hazardous trees 13 " – 24 " in diameter at breast height.	500	Each	\$95.00	\$47,500.00
10	10.0 Removal of hazardous trees 25 " – 36 " in diameter at breast height.	100	Each	\$195.00	\$19,500.00
11	11.0 Removal of hazardous trees 37" or larger in diameter.	50	Each	\$300.00	\$15,000.00
12	12.0 Site operation, debris acceptance, pile management, volume reduction (by grinding) material loading for transport.	1,000,000	CY	\$4.95	\$4,950,000.00
	12.1 Site operation, debris acceptance, pile management, volume reduction (by incineration) material loading for transport.	1,000,000	CY	\$3.60	\$3,600,000.00
	12.2 Site operation, debris acceptance, pile management, volume reduction (by open burning) material loading for transport.	1,000,000	CY	\$2.65	\$2,650,000.00
	12.3 Site operation, debris acceptance, pile management, volume reduction (by compaction) material loading for transport.	1,000,000	CY	\$4.25	\$4,250,000.00
13	13.0 Haul-out of Reduced Debris to final disposal facility at a one-way distance of $0-20\mathrm{miles}$.	1,000,000	СҮ	\$2.50	\$2,500,000.00
14	14.0 Haul-out of Reduced Debris to final disposal facility at a one-way distance of 20 miles or greater.	1,000,000	CY	\$3.50	\$3,500,000.00

15.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (incinerator operation and disposal compensated under Part B).	100	Ton	\$400.00	\$40,000.00
16.0 Household Hazardous Waste	10,000	Pounds	\$7.25	\$72,500.00
17.0 White Goods	500	Each	\$45.00	\$22,500.00
18.0 Freon Removal	250	Each	\$40.00	\$10,000.00
19.00 E-Waste	500	Each	\$40.00	\$20,000.00
20.0 Addional Mileage Outside 20 Miles	Each Additional	Per CY Per Mile	\$0.25	\$0.25
GRAND EXTENSION TOTAL				\$63,827,000.25
PART B - EQU	IPMENT ANI	10,000 Pounds \$7.25 500 Each \$45.00 250 Each \$40.00 500 Each \$40.00 Per CY Per Mile \$0.25 CNT AND LABOR RATES Ourly Hourly Rate Plus Labor Rate = Total Hourly Rate 45.00 \$15.00 \$60.00 85.00 \$15.00 \$100.00 95.00 \$30.00 \$125.00 95.00 \$30.00 \$135.00 95.00 \$15.00 \$60.00 95.00 \$30.00 \$135.00 95.00 \$15.00 \$60.00 95.00 \$30.00 \$135.00 95.00 \$15.00 \$60.00 95.00 \$30.00 \$135.00 95.00 \$15.00 \$60.00 95.00 \$30.00 \$135.00 95.00 \$15.00 \$60.00 95.00 \$15.00 \$10.00 95.00 \$10.00 \$10.00 95.00 \$10.00 \$10.00 95.00 \$10.00 \$10.00 95.00 \$10.00 \$10.00 95.00 \$10.00 \$10.00		
	Hourly	Hourly		
Equipment Type	Equipment	Labor	Labor Rate =	
	Rate	Rate	•	
Air Curtain Pit Burner w/operator	\$45.00	\$15.00		
Air Curtain Refractory Incinerator w/operator	\$85.00	\$15.00		
Bobcat Loader w/operator	\$95.00	\$30.00	\$125.00	
Bucket Truck w/operator	\$105.00	\$30.00	\$135.00	
Chipper/Mulcher (8" throat) w/operator	\$35.00	\$15.00	\$50.00	
Chipper/Mulcher (12" throat) w/operator	\$45.00	\$15.00	\$60.00	
Crash Truck w/Impact Attenuator w/operator	\$60.00	\$20.00	\$80.00	
Crew Foreman w/Cell Phone and Pickup w/operator	\$25.00	\$40.00	\$65.00	
Dozer, Tracked, D5 or similar w/operator	\$100.00	\$30.00	\$130.00	
Dozer, Tracked, D6 or similar w/operator	\$115.00	\$30.00	\$145.00	
Dozer, Tracked, D7 or similar w/operator	\$135.00	\$30.00	\$165.00	
Dozer, Tracked, D8 or similar w/operator	\$155.00	\$30.00	\$185.00	
Dump Truck, 18 CY-20 CY w/operator	\$65.00	\$30.00	\$95.00	
	designated landfill or incinerator site (incinerator operation and disposal compensated under Part B). 16.0 Household Hazardous Waste 17.0 White Goods 18.0 Freon Removal 19.00 E-Waste 20.0 Addional Mileage Outside 20 Miles GRAND EXTENSION TOTAL PART B - EQU Equipment Type Air Curtain Pit Burner w/operator Air Curtain Refractory Incinerator w/operator Bobcat Loader w/operator Bucket Truck w/operator Chipper/Mulcher (8" throat) w/operator Chipper/Mulcher (12" throat) w/operator Crash Truck w/Impact Attenuator w/operator Crew Foreman w/Cell Phone and Pickup w/operator Dozer, Tracked, D5 or similar w/operator Dozer, Tracked, D6 or similar w/operator Dozer, Tracked, D7 or similar w/operator Dozer, Tracked, D8 or similar w/operator	designated landfill or incinerator site (incinerator operation and disposal compensated under Part B). 16.0 Household Hazardous Waste 10,000 17.0 White Goods 500 18.0 Freon Removal 250 19.00 E-Waste 500 20.0 Addional Mileage Outside 20 Miles Each Additional GRAND EXTENSION TOTAL Hourly Equipment Type Equipment Rate Air Curtain Pit Burner w/operator \$45.00 Air Curtain Refractory Incinerator w/operator \$85.00 Bobcat Loader w/operator \$95.00 Bucket Truck w/operator \$105.00 Chipper/Mulcher (8" throat) w/operator \$35.00 Chipper/Mulcher (12" throat) w/operator \$45.00 Crash Truck w/Impact Attenuator w/operator \$60.00 Crew Foreman w/Cell Phone and Pickup w/operator \$25.00 Dozer, Tracked, D5 or similar w/operator \$115.00 Dozer, Tracked, D7 or similar w/operator \$135.00 Dozer, Tracked, D7 or similar w/operator \$135.00 Dozer, Tracked, D8 or similar w/operator \$135.00	designated landfill or incinerator site (incinerator operation and disposal compensated under Part B). 16.0 Household Hazardous Waste 17.0 White Goods 18.0 Freon Removal 250 Each 19.00 E-Waste 20.0 Addional Mileage Outside 20 Miles Faran B - EQUIPMENT AND LABOR Per CY Additional Hourly Hourly Equipment Type Equipment Fate Air Curtain Pit Burner w/operator Air Curtain Refractory Incinerator w/operator Bobcat Loader w/operator S105.00 S30.00 Bucket Truck w/operator Chipper/Mulcher (8" throat) w/operator S105.00 Crash Truck w/Impact Attenuator w/operator Dozer, Tracked, D5 or similar w/operator Dozer, Tracked, D6 or similar w/operator S105.00 S30.00 S30.00 Dozer, Tracked, D8 or similar w/operator S155.00 S30.00 S30.00	100 Ton \$400.00

Dump Truck, 21 CY-30 CY w/operator	\$90.00	\$30.00	\$120.00	
Generator and Lighting w/operator	\$20.00	\$20.00	\$40.00	
Grader w/12' Blade w/operator	\$80.00	\$20.00	\$100.00	
Hydraulic Excavator, 1.5 CY w/operator	\$115.00	\$30.00	\$145.00	
Hydraulic Excavator, 2.5 CY w/operator	\$135.00	\$30.00	\$165.00	
Knuckleboom Loader w/operator	\$90.00	\$30.00	\$120.00	
Laborer w/Chain Saw w/operator	\$3.00	\$45.00	\$48.00	
Laborer w/small tools, traffic control, flag person	\$3.00	\$39.00	\$42.00	
Lowboy Trailer w/Tractor w/operator	\$110.00	\$30.00	\$140.00	
Log Skidder w/operator	\$100.00	\$25.00	\$125.00	
Mobile Crane (Adequate for hanging limbs/leaning trees) <i>w/operator</i>	\$195.00	\$30.00	\$225.00	
Operations Manager w/Cell Phone and Pickup w/operator	\$60.00	\$30.00	\$90.00	
Pickup Truck, .5 Ton w/operator	\$20.00	\$15.00	\$35.00	
Soil Compactor 81 HP+ w/operator	\$80.00	\$20.00	\$100.00	
Soil Compactor 80 HP w/operator	\$60.00	\$20.00	\$80.00	
Soil Compactor, Towed Unit w/operator	\$40.00	\$20.00	\$60.00	
Stump Grinder 30" diameter or less w/operator	\$130.00	\$30.00	\$160.00	
Stump Grinder greater than 30" diameter w/operator	\$155.00	\$30.00	\$185.00	
Traffic Control, Temporary Single Lane Closure w/operator	\$105.00	\$25.00	\$130.00	
Traffic Control, Temporary Road Closure w/operator	\$105.00	\$25.00	\$130.00	
Tree Climber s/Chainsaw w/operator	\$5.00	\$120.00	\$125.00	
Truck, Flatbed w/operator	\$35.00	\$25.00	\$30.00	
Tub Grinder, 800 to 1,000 HP w/operator	\$545.00	\$30.00	\$575.00	
Waste Collection Rear Loader Truck w/operator	\$130.00	\$30.00	\$160.00	
Water Truck w/operator	\$55.00	\$30.00	\$85.00	
Wheel Loader, 2.5 CY, 950 or similar w/operator	\$135.00	\$30.00	\$165.00	

Wheel Loader, 3.5 – 4.0 CY, 966 or similar w/operator	\$150.00	\$30.00	\$180.00	
Wheel Loader, 4.5 CY, 980 or similar w/operator	\$160.00	\$30.00	\$190.00	
Wheel Loader-Backhoe, 1.0 – 1.5 CY w/operator	\$115.00	\$30.00	\$145.00	
Other – Please Itemize				
Day Rate for a debris self loader 50+ CY Comp for non-declared events for maintenance debris removal			\$3,400.00 per Day Per Truck	
All disposal / tipping fees to be a pass through cos	t at no markup.			



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 26, 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: 2021 Street Bond Project- Package I

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: FUNDS REQUESTED:

\$2,100,000 \$1,660,385.00

FUND:N/A

EXECUTIVE SUMMARY:

The City of Angleton has recently opened bids for the Street Bond Project Package 1 (Ridgecrest and Robinhood). The low bidder was HTI Construction, LLC. HDR has discuss HTI capabilities and contacted representatives from previously completed construction projects. A Letter of Recommendation for the award of this contract is attached.

RECOMMENDATION: Approve HTI for a not to exceed amount of \$1,660,385.00 for the 2021 Street Bond Project- Phase I.

LETTER OF RECOMMENDATION

FOR

City of Angleton

2021 Street Bond Project – Package 1: Ridgecrest Street and Robinhood Lane



CITY OF ANGLETON

APRIL, 2022

HDR Project No. 10318318



HDR ENGINEERING, INC. 4828 LOOP CENTRAL DRIVE, SUITE 800 HOUSTON, TEXAS 77081 (713) 622-9264



April 19, 2022

Mayor and City Council Members City of Angleton, Texas 121 S. Velasco Angleton, TX 77515

Re: 2021 Street Bond Project – Phase 1: Ridgecrest Street and

Robinhood Lane

City of Angleton, Texas HDR Job No. 10318313

Dear Mayor and City Council Members:

On April 12, 2022, two (2) bids were received on the above referenced project.

1. <u>Bid Tabulation Sheet</u> – Two (2) construction firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. Appropriate corrections to the errors were made and included in the attached bid tabulations. The errors did not affect the order of the bids. The project was bid with Base Bid and Supplemental items. A bid tab is included in Section 1. The bids for the project are as follows:

CONTRACTOR	TOTAL (BASE BID AND SUPPLEMENTAL ITEMS)
HTI Construction, LLC (Apparent Low Bidder)	\$1,660,385.00
Matula and Matula Construction, Inc.	\$2,114,225.10

- 2. Evaluation of the Apparent Low Bidder The apparent low bidder is HTI Construction, LLC. (HTI). HTI has not previously performed a project of this magnitude. However, they have previously performed smaller projects that have similar work. HTI has performed many successful projects for the City of Angleton ranging from emergency repairs to roadway projects to utility work and has a great rapport with City staff and established a high standard of quality for their work product.
 - HTI has been in business for six (6) years and has completed many projects for the City of Angleton, Lake Jackson, Freeport, Rosenberg, Katy & Fort Bend County Mud Districts ranging from \$2,000 to 750,000. Please see Section 2 of this report for their references.
- 3. <u>Telephone Conversations with References</u> HTI provided a list of references. Four (4) references were contacted by telephone and were asked to respond to a questionnaire as part of the evaluation process of the apparent low bidder. The Contractor received excellent ratings on their previous projects. The references indicated that they were satisfied with the

hdrinc.com 4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220 T (713) 622-9264 F (713) 622-9265 Texas Registered Engineering Firm F-754(713) 622-9264 work HTI had performed and would use them again in the future. Section 3 of this report represents the four references contacted.

4. <u>Resumes</u> – Company resumes for the supervisory positions have been included in the report for referencing qualifications. Please see Section 4 of this report.

This will be HTI's first million-dollar project. HTI has stated that they have the knowledge, equipment, manpower & finances to complete this project. HTI also stated that they will have completed the underground and site work portion for the Lift Station No. 8 Project (remaining work will be to the lift station structure) and completed the newly awarded Miller Parrish Street Project prior to this project commencing on June 1, 2022. HTI is confident with their prices established in the submitted bid proposal and provided assurances that they can complete the project on budget and on time.

HDR has also spoken with City staff on HTI capabilities. Staff stated that HTI is a great firm that has completed several projects for them and provides a high-quality work product. HTI has also been fair to the City staff on changes to the contract due to unknow field conditions. The City of Angleton Staff believe that HTI has the experience and capabilities to successful deliver this project.

HTI Construction, LLC. is a company with experience in paving and utility projects and appears to be a responsible firm that should be capable of performing the specified work in a satisfactory manner. Also, City staff believes HTI Construction, LLC has the experience and capabilities to successfully deliver the project on budget and on time. For these reasons listed above, HDR recommends that the City of Angleton award the 2021 Street Bond Project – Phase 1 (Ridgecrest Street and Robinhood Lane) for a not to exceed amount of One-Million, Six-Hundred Sixty Thousand, Three-Hundred Eighty-Five Dollars and Zero Cents (\$1,660,385.00).

If you have any questions, please feel free to contact us, (713) 622-9264.

Sincerely,

HDR ENGINEERING, INC.

John Peterson, P.E., CFM City Engineer

Page 3 of 10 27

SECTION 1 Bid Tabulation

Bid Tabulation

2021 Street Bond Project - Phase 1: Ridgecrest Street and Robinhood Lane

City of Angleton

Item	Item Description				ow Bidder Consttruction	Matula & Mat	ula Construction, Inc.
		Unit	Quantity	UNIT	TOTAL	UNIT	TOTAL
				PRICE	AMOUNT	PRICE	AMOUNT
	A) GENERAL ITEMS						
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 15,000.00	\$ 15,000.00
2	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 65,384.60	\$ 65,384.60
	RIDGECREST STREET - GENERAL ITEMS TOTAL				\$ 68,000.00		\$ 80,384.60
	B) PAVING ITEMS						
3	Removal of existing concrete pavement with base materials and curbs, complete in place, the sum of:	SY	4450	\$ 15.00	\$ 66,750.00	\$ 9.00	\$ 40,050.00
4	7" thick reinforced concrete pavement, including reinforcement, joints and grading, complete in place, the sum of:	SY	4450	\$ 53.00	\$ 235,850.00	\$ 70.00	\$ 311,500.00
5	3" HMAC Type D overlay, complete in place, the sum of:	SY	175	\$ 42.00	\$ 7,350.00	\$ 33.00	\$ 5,775.00
6	8" HMAC Type A black base, complete in place, the sum of:	SY	175	\$ 45.00	\$ 7,875.00	\$ 68.60	\$ 12,005.00
7	8" lime stabilized subgrade, complete in place, the sum of:	SY	5150	\$ 7.00	\$ 36,050.00	\$ 3.60	\$ 18,540.00
8	Lime for lime stabilized subgrade (8% by dry weight), complete in place, the sum of:	TN	150	\$ 225.00	\$ 33,750.00	\$ 220.00	\$ 33,000.00
9	4" reinforced concrete laydown curb, including reinforcement and joints, complete in place, the sum of:	LF	1900	\$ 8.00	\$ 15,200.00	\$ 3.50	\$ 6,650.00
10	6" standard reinforced concrete curb, including transitions, complete in place, the sum of:	LF	300	\$ 10.00	\$ 3,000.00	\$ 4.50	\$ 1,350.00
11	Reinforced concrete monolithic curb and gutter, including reinforcement and joints, complete in place, the sum of:	LF	160	\$ 65.00	\$ 10,400.00	\$ 38.10	\$ 6,096.00
12	Remove and replace 6" concrete driveway, including blockout, reinforcement and joints, complete in place, the sum of:	SY	535	\$ 108.00	\$ 57,780.00	\$ 207.00	\$ 110,745.00
13	Remove and replace 7" concrete driveway, including blockout, reinforcement and joints, complete in place, the sum of:	SY	325	\$ 125.00	\$ 40,625.00	\$ 223.80	\$ 72,735.00
14	Remove and replace existing concrete wheelchair ramp, complete in place, the sum of:	EA	5	\$ 3,500.00	\$ 17,500.00	\$ 4,439.50	\$ 22,197.50
15	Remove existing sidewalk and replace with 4"-thick concrete sidewalk, complete in place, the sum of:	SF	600	\$ 10.00	\$ 6,000.00	\$ 21.60	\$ 12,960.00
16	Concrete pavement header or doweled connection without undercut to existing pavement header, per detail, complete in place, the sum of:	LF	120	\$ 25.00	\$ 3,000.00	\$ 50.90	\$ 6,108.00
17	Concrete undercut pavement header, including expansion joint per details, complete in place, the sum of:	LF	75	\$ 25.00	\$ 1,875.00	\$ 139.00	\$ 10,425.00
18	Thermoplastic pavement markings, 12" white for continental crosswalk, including surface preparation and priming, complete in place, the sum of:	LF	215	\$ 10.00	\$ 2,150.00	\$ 11.90	\$ 2,558.50
19	Thermoplastic pavement markings, 24" white solid striping, complete in place, the sum of:	LF	20	\$ 10.00	\$ 200.00	\$ 23.80	\$ 476.00
20	Thermoplastic pavement markings, 4* yellow for parking spaces, including surface preparation and priming, complete in place, the sum of:	LF	475	\$ 3.00	\$ 1,425.00	\$ 3.60	\$ 1,710.00
21	Thermoplastic pavement markings, yellow paint along esplanade nose area and curb, including surface preparation and priming, complete in place, the sum of:	SF	15	\$ 20.00	\$ 300.00	\$ 6.50	\$ 97.50
22	Remove and replace flashing crosswalk beacon (4L-2T, CIRCULAR YELLOW) at intersection of N. Downing St. and Ridgecrest St., complete in place, the sum of:	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 17,832.20	\$ 17,832.20
23	Remove and remount existing traffic sign on new post, complete in place, the sum of:	EA	9	\$ 300.00	\$ 2,700.00	\$ 448.80	\$ 4,039.20
	RIDGECREST STREET - PAVING ITEMS TOTAL				\$ 553,780.00		\$ 696,849.90
	C) DRAINAGE ITEMS						
24	Remove existing storm sewer, all sizes, all depths, complete in place, the sum of:	LF	150	\$ 50.00	\$ 7,500.00	\$ 22.30	\$ 3,345.00
25	Remove existing inlet, all types, complete in place, the sum of:	EA	3	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00

2021 Street Bond Project - Phase 1: Ridgecrest Street and Robinhood Lane City of Angleton

Item	Item Description				Low Bidder		Matul	a & Matı	ula Cor	nstruction, Inc.
					Consttructio					
-		Unit	Quantity	UNIT	TOT		_	NIT RICE		TOTAL AMOUNT
	A) GENERAL ITEMS			- 111102	70	<u></u>				741100111
1	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 65,000.00	\$	65,000.00	\$ 15,	,000.00	\$	15,000.00
26	24" RCP, ASTM C76, Class III storm sewer, rubber gasket joints, all depths, cement stabilized sand bedding and backfill, complete in place, the sum of:	LF	750	\$ 85.00	\$	63,750.00	\$	130.90	\$	98,175.00
27	30" RCP, ASTM C76, Class III storm sewer, rubber gasket joints, all depths, cement stabilized sand bedding and backfill, complete in place, the sum of:	LF	75	\$ 110.00	\$	8,250.00	\$	155.00	\$	11,625.00
28	Type C-2 inlet, complete in place, the sum of:	EA	1	\$ 8,900.00	\$	8,900.00	\$ 6,	,065.30	\$	6,065.30
29	Type H-2 inlet, complete in place, the sum of:	EA	2	\$ 6,000.00	\$	12,000.00	\$ 3,	,628.30	\$	7,256.60
30	Modified Type B inlet, complete in place, the sum of:	EA	1	\$ 5,000.00	\$	5,000.00	\$ 4,	,127.60	\$	4,127.60
31	Type A manhole, complete in place, the sum of:	EA	2	\$ 5,000.00	\$	10,000.00	\$ 3,	,544.80	\$	7,089.60
32	Type E inlet, complete in place, the sum of:	EA	1	\$ 5,500.00	\$	5,500.00	_	,097.90	\$	4,097.90
33	Connect proposed storm sewer to existing inlet or manhole, complete in place, the sum of: Trench safety for all storm sewers greater than 5' deep, including installation, operation and removal, complete in	EA LF	800	\$ 1,000.00 \$ 1.00	\$	2,000.00	\$ 3,	,000.00	\$	6,000.00
34	place, the sum of: RIDGECREST STREET - DRAINAGE ITEMS TOTAL		800	\$ 1.00		25,200.00	, a	2.00	\$	1,600.00 150,882.00
_					, .	20,200.00			Ť	,
\dashv	D) SANITARY SEWER ITEMS						-	\longrightarrow		
35	Remove and replace existing 12"-dia. sanitary sewer, complete in place, the sum of:	LF	60	\$ 81.00	\$	4,860.00	\$	91.50	\$	5,490.00
36	Connect proposed sanitary sewer to existing sanitary sewer with coupling per detail, complete in place, the sum of:	EA	2	\$ 1,000.00	\$	2,000.00	\$ 1,	,924.20	\$	3,848.40
37	Trench safety for all sanitary sewer line, including installation, operation and removal, complete in place, the sum of:	LF	60	\$ 10.00	\$	600.00	\$	2.40	\$	144.00
-	RIDGECREST STREET - SANITARY SEWER ITEMS TOTAL				\$	7,460.00			\$	9,482.40
	E) WATER ITEMS									
38	Remove existing water line, including plug at each end, complete in place, the sum of:	LF	90	\$ 12.00	\$	1,080.00	\$	14.90	\$	1,341.00
39	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line, all fittings, by augered construction as shown on plans, complete in place, the sum of:	LF	1300	\$ 62.00	\$	80,600.00	\$	89.70	\$	116,610.00
40	8" wet connection, complete in place, the sum of:	EA	3	\$ 1,000.00	\$	3,000.00	\$ 4,	,000.00	\$	12,000.00
41	8" cut, plug, and abandon, complete in place, the sum of:	EA	2	\$ 500.00	\$	1,000.00	\$	413.10	\$	826.20
42	Short side service connections, complete in place, the sum of:	EA	10	\$ 600.00	\$	6,000.00	\$ 1,	,105.20	\$	11,052.00
43	2" long side service connection for school, complete in place, the sum of:	EA	1	\$ 2,000.00	\$	2,000.00	\$ 2,	,915.40	\$	2,915.40
44	Remove and salvage existing fire hydrant, including gate valve and box, complete in place, the sum of:	EA	3	\$ 1,000.00	\$	3,000.00	\$	120.00	\$	360.00
45	Furnish and install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of:	EA	4	\$ 6,900.00	\$	27,600.00	\$ 6,	,411.50	\$	25,646.00
46	Adjust existing valve box, meter box, and/or cleanout to be flush with top of proposed pavement or finished grade per plans, complete in place, the sum of:	LF	2	\$ 100.00	\$	200.00	\$	350.00	\$	700.00
47	Trench safety for all water line greater than 5' deep, including installation, operation and removal, complete in place, the sum of:	LF	425	\$ 1.00	\$	425.00	\$	2.00	\$	850.00
	RIDGECREST STREET - WATER ITEMS ITEMS TOTAL				\$ 1	24,905.00	<u> </u>		\$	172,300.60
	F) TREE PROTECTION ITEMS									
48	Remove tree 0 to 11.99", complete in place, the sum of:	EA	2	\$ 400.00	\$	800.00	\$	713.30	\$	1,426.60
49	Remove tree 12 to 29.99", complete in place, the sum of:	EA	2	\$ 800.00	\$	1,600.00	\$ 2,	,377.60	\$	4,755.20
50	Clearance prune tree, complete in place, the sum of:	EA	16	\$ 150.00	\$	2,400.00	\$	225.90	\$	3,614.40
51	Install Tree Protection fence (up to 5,000LF), complete in place, the sum of:	LF	1,000	\$ 4.00	\$	4,000.00	\$	5.90	\$	5,900.00
52	Install Root Pruning Trench, complete in place, the sum of:	LF	400	\$ 10.00	\$	4,000.00	\$	10.70	\$	4,280.00
		i	. 7	_	_	_	11	7	1	
53	Install Zero Curb Cutback, complete in place, the sum of: RIDGECREST STREET - TREE PROTECTION ITEMS TOTAL Page 2	LF	80	\$ 20.00	\$	1,600.00	\$	59.40	\$	4,752.00

Bid Tabulation

2021 Street Bond Project - Phase 1: Ridgecrest Street and Robinhood Lane

City of Angleton

ltem	Item Description				ow Bidder	Matula & Mat	ula Construction, Inc.
		Unit	0	UNIT	Consttruction TOTAL	UNIT	TOTAL
		Unit	Quantity	PRICE	AMOUNT	PRICE	AMOUNT
	A) GENERAL ITEMS				1 211 2 2 1 1		
1	Traffic Control, including Flagmen, Signs, Barriels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 15,000.00	\$ 15,000.00
	G) GENERAL ITEMS						
54	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 21,809.40	\$ 21,809.40
55	Temporary Sediment Control including inlet protection barriers, Stage I and II inlets and existing inlets, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of:	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 56,468.50	\$ 56,468.50
	ROBINHOOD LANE - GENERAL ITEMS TOTAL				\$ 68,000.00		\$ 78,277.90
	H) PAVING ITEMS						
56	Removal of existing concrete pavement with base materials and curbs, complete in place, the sum of:	SY	3650	\$ 15.00	\$ 54,750.00	\$ 9.00	\$ 32,850.00
57	7" thick reinforced concrete pavement, including reinforcement, joints and grading, complete in place, the sum of:	SY	3750	\$ 53.00	\$ 198,750.00	\$ 70.00	\$ 262,500.00
58	3" HMAC Type D overlay, complete in place, the sum of:	SY	60	\$ 42.00	\$ 2,520.00	\$ 33.10	\$ 1,986.00
59	8" HMAC Type A black base, complete in place, the sum of:	SY	65	\$ 45.00	\$ 2,925.00	\$ 69.30	\$ 4,504.50
60	8" lime stabilized subgrade, complete in place, the sum of:	SY	4250	\$ 7.00	\$ 29,750.00	\$ 3.60	\$ 15,300.00
61	Lime for lime stabilized subgrade (8% by dry weight), complete in place, the sum of:	TN	125	\$ 225.00	\$ 28,125.00	\$ 220.00	\$ 27,500.00
62	4" reinforced concrete laydown curb, including reinforcement and joints, complete in place, the sum of:	LF	2200	\$ 8.00	\$ 17,600.00	\$ 5.00	\$ 11,000.00
63	6" standard reinforced concrete curb, including transitions, complete in place, sum of:	L	175	\$ 10.00	\$ 1,750.00	\$ 11.20	\$ 1,960.00
64	Remove and replace 6" concrete driveway, including blockout, reinforcement and joints, complete in place, the sum of:	SY	1200	\$ 108.00	\$ 129,600.00	\$ 207.00	\$ 248,400.00
65	Remove and replace existing concrete wheelchair ramp, complete in place, the sum of:	EA	4	\$ 3,500.00	\$ 14,000.00	\$ 4,439.50	\$ 17,758.00
66	Remove existing sidewalk and replace with 4"-thick concrete sidewalk, complete in place, the sum of:	SF	850	\$ 10.00	\$ 8,500.00	\$ 21.60	\$ 18,360.00
67	Concrete pavement header or doweled connection without undercut to existing pavement header, per detail, complete in place, the sum of:	LF	80	\$ 25.00	\$ 2,000.00	\$ 88.40	\$ 7,072.00
68	Concrete undercut pavement header, including expansion joint per details, complete in place, the sum of:	LF	80	\$ 25.00	\$ 2,000.00	\$ 139.00	\$ 11,120.00
69	Thermoplastic pavement markings, 12" white for continental crosswalk, including surface preparation and priming, complete in place, the sum of:	LF	200	\$ 10.00	\$ 2,000.00	\$ 11.90	\$ 2,380.00
70	Thermoplastic pavement markings, 24" white solid striping, complete in place, the sum of:	LF	35	\$ 10.00	\$ 350.00	\$ 23.80	\$ 833.00
71	Remove and remount existing traffic sign on new post, complete in place, the sum of:	EA	3	\$ 300.00	\$ 900.00	\$ 474.60	\$ 1,423.80
	ROBINHOOD LANE - PAVING ITEMS TOTAL				\$ 495,520.00		\$ 664,947.30
	I) DRAINAGE ITEMS						
72	Remove existing storm sewer, all sizes, all depths, complete in place, the sum of:	LF	75	\$ 50.00	\$ 3,750.00	\$ 22.30	\$ 1,672.50
73	Remove existing storm sewer manhole or junction box, all sizes, all depths, complete in place, the sum of:	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
74	Remove existing inlet, all types, complete in place, the sum of:	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
75	18" RCP, ASTM C76, Class III storm sewer, rubber gasket joints, all depths, cement stabilized sand bedding and	LF	35	\$ 76.00	\$ 2,660.00	\$ 125.50	\$ 4,392.50
76	backfill, complete in place, the sum of: 24" RCP, ASTM C76, Class III storm sewer, rubber gasket joints, all depths, cement stabilized sand bedding and	LF	550	\$ 85.00	\$ 46,750.00	\$ 131.00	\$ 72,050.00
	backfill, complete in place, the sum of: 30" RCP, ASTM C76, Class III storm sewer, rubber gasket joints, all depths, cement stabilized sand bedding and	LE			, ,,,,,,,		
77	backfill, complete in place, the sum of:		40	\$ 110.00	.,	\$ 150.00	\$ 6,000.00
78	Type H-2 inlet, complete in place, the sum of:	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 5,720.60	\$ 11,441.20
79	Type BB Inlet, complete in place, the sum of:	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,574.80	\$ 3,574.80
80	Type C-1 Inlet, complete in place, the sum of:	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 5,381.80	\$ 5,381.80
81	Type A manhole, complete in place, the sum of:	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 3,604.50	\$ 7,209.00
82	5' Junction Box Manhole, complete in place, the sum of:	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 3,914.60	\$ 3,914.60
83	Steel Flow Control Device Plate, complete in place, the sum of: Trench safety for all storm sewers greater than 5' deep, including installation, operation and removal, complete in	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
84	place, the sum of:	LF	400	\$ 1.00	\$ 400.00	\$ 2.40	\$ 960.00
	ROBINHOOD LANE - DRAINAGE ITEMS TOTAL				\$ 105,960.00		\$ 123,096.40
	J) SANITARY SEWER ITEMS						
85	Remove and replace existing 12"-dia. sanitary sewer, complete in place, the sum of:	LF	60	\$ 81.00	\$ 4,860.00	\$ 91.50	\$ 5,490.00
86	Connect proposed sanitary sewer to existing sanitary sewer with coupling per detail, complete in place, the sum of:	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 3,597.00	\$ 7,194.00
87	Trench safety for all sanitary sewer line, including installation, operation and removal, complete in place, the sum of:	LF	60	\$ 10.00	\$ 600.00	\$ 2.40	\$ 144.00
	ROBINHOOD LANE - SANITARY SEWER ITEM CO				\$ 7,460.00		\$ 12,828.00

Bid Tabulation 2021 Street Bond Project - Phase 1: Ridgecrest Street and Robinhood Lane City of Angleton

Item Description	Unit		-			Bidder	M	atula & Matu	ıla Co	nstruction, Inc.
	Unit					ttruction				
		Quantity		UNIT	COIIS	TOTAL		UNIT		TOTAL
		Quantity		PRICE		AMOUNT	_	PRICE		AMOUNT
GENERAL ITEMS										
iffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to fiffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and f	LS	1	\$	65,000.00	\$	65,000.00	\$	15,000.00	\$	15,000.00
TREE PROTECTION ITEMS										
move tree 12 to 29.99", complete in place, the sum of:	EA	1	\$	1,000.00	\$	1,000.00	\$	2,377.60	\$	2,377.60
earance prune tree, complete in place, the sum of:	EA	28	\$	150.00	\$	4,200.00	\$	225.90	\$	6,325.20
tall Tree Protection fence (up to 5,000LF), complete in place, the sum of:	LF	1,400	\$	4.00	\$	5,600.00	\$	5.90	\$	8,260.00
tall Root Pruning Trench, complete in place, the sum of:	LF	450	\$	10.00	\$	4,500.00	\$	10.70	\$	4,815.00
tall Zero Curb Cutback, complete in place, the sum of:	LF	300	\$	20.00	\$	6,000.00	\$	59.40	\$	17,820.00
ROBINHOOD LANE - TREE PROTECTION ITEMS TOTAL					\$	21,300.00			\$	39,597.80
SUPPLEMENTAL ITEMS										
ace, support, and protect utility structures as per Utility Company's requirements, complete in place, the sum of:	EA	6	\$	800.00	\$	4,800.00	\$	800.00	\$	4,800.00
move and Replace Decorative Landscaping, including Flowers, Plants, Bushes, Rocks and Associated Materials hin Landscaping Area, complete in place, the sum of:	SF	200	\$	10.00	\$	2,000.00	\$	10.00	\$	2,000.00
move and Replace or Adjust Irrigation System per Property in the construction zone, including Sprinkler Heads I Valves and Plugging existing system for use during Construction, complete in place, the sum of:	EA	28	\$	1,000.00	\$	28,000.00	\$	1,000.00	\$	28,000.00
tall extra cement stabilized sand backfill, complete in place, the sum of:	CY	100	\$	30.00	\$	3,000.00	\$	30.00	\$	3,000.00
tall extra bank sand backfill, complete in place, the sum of:	CY	100	\$	30.00	\$	3,000.00	\$	30.00	\$	3,000.00
tra crushed concrete base material, complete in place, the sum of:	TN	100	\$	30.00	\$	3,000.00	\$	25.00	\$	2,500.00
tra 1.5 sack of cement per cubic yard added to the 6" concrete driveways (total of 7.0 sack/cubic yard), complete place, the sum of:	SY	300	\$	10.00	\$	3,000.00	\$	4.00	\$	1,200.00
tra 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 sk/cubic yard), complete in place, the sum of:	SY	750	\$	10.00	\$	7,500.00	\$	5.00	\$	3,750.00
rra Type D asphalt pavement, complete in place, the sum of:	TN	100	\$	85.00	\$	8,500.00	\$	70.00	\$	7,000.00
PVC Schedule 40 Pipe for Yard Drain, complete in place, the sum of:	EA	28	\$	200.00	\$	5,600.00	\$	200.00	\$	5,600.00
ROBINHOOD LANE - SUPPLEMENTAL ITEMS TOTAL					\$	68,400.00			\$	60,850.00
TOTAL DIDECES		IFRAL ITEMS			•	CO 000 00			•	80,384.60
					\$	553,780.00			\$	696,849.90
					\$	125,200.00			\$	150,882.00
					-					9,482.40
										172,300.60
										24,728.20 78.277.90
					\$	495,520.00			\$	664,947.30
					\$	105,960.00			\$	123,096.40
					\$	7,460.00			\$	12,828.00
					\$	21,300.00			\$	39,597.80
					\$	68,400.00			\$	60,850.00
	LUS SUPPLE	MENTAL:			\$	1,660,385.00			\$	2,114,225.10
ta tritritiritiri	all extra cement stabilized sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: a crushed concrete base material, complete in place, the sum of: a 1.5 sack of cement per cubic yard added to the 6" concrete driveways (total of 7.0 sack/cubic yard), complete ace, the sum of: a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 sack/cubic yard), complete in place, the sum of: a Type D asphalt pavement, complete in place, the sum of: **ROBINHOOD LANE - SUPPLEMENTAL ITEMS TOTAL** **TOTAL RIDGECRES** TOTAL RIDGE	all extra cement stabilized sand backfill, complete in place, the sum of: CY all extra bank sand backfill, complete in place, the sum of: CY all extra bank sand backfill, complete in place, the sum of: TN a 1.5 sack of cement per cubic yard added to the 6° concrete driveways (total of 7.0 sack/cubic yard), complete ace, the sum of: A 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 sack/cubic yard), complete ace, the sum of: TN SY A 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 sack/cubic yard), complete in place, the sum of: TN WC Schedule 40 Pipe for Yard Drain, complete in place, the sum of: ROBINHOOD LANE - SUPPLEMENTAL ITEMS TOTAL TOTAL RIDGECREST STREET - GEN TOTAL RIDGECREST STREET - SANITARY S TOTAL RIDGECREST STREET - SANITARY S TOTAL RIDGECREST STREET - WE PROTECT TOTAL ROBINHOOD LANE - GEN TOTAL ROBINHOOD LANE - GEN TOTAL ROBINHOOD LANE - GEN TOTAL ROBINHOOD LANE - REE PROTECT TOTAL ROBINHOOD LANE - REE PROTECT TOTAL SUPPLEME TOTAL BID PLUS SUPPLE TOTAL BID PLUS SUPPLE	all extra cement stabilized sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: a crushed concrete base material, complete in place, the sum of: a rushed concrete base material, complete in place, the sum of: a 1.5 sack of cement per cubic yard added to the 6" concrete driveways (total of 7.0 sack/cubic yard), complete sey, 300 a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 SY 750 a Type D asphalt pavement, complete in place, the sum of: TN 100 VC Schedule 40 Pipe for Yard Drain, complete in place, the sum of: ROBINHOOD LANE - SUPPLEMENTAL ITEMS TOTAL TOTAL RIDGECREST STREET - GENERAL ITEMS TOTAL RIDGECREST STREET - PANING ITEMS. TOTAL RIDGECREST STREET - PANING ITEMS. TOTAL RIDGECREST STREET - WATER ITEMS. TOTAL RIDGECREST STREET - WATER ITEMS. TOTAL RIDGECREST STREET - THE PROTECTION ITEMS. TOTAL RIDGECREST STREET - THE PROTECTION ITEMS. TOTAL ROBINHOOD LANE - PANING ITEMS. TOTAL ROBINHOOD LANE - SANITARY SEWER ITEMS. TOTAL SUPPLEMENTAL ITEMS. TOTAL SUPPLEMENTAL ITEMS. TOTAL SUPPLEMENTAL ITEMS.	all extra cement stabilized sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: Bank sand backfill, complete in place, the sum of: Bank sand backfill, complete in place, the sum of: Bank sand backfill, complete in place, the sum of: Bank sand backfill, complete in place, the sum of: Bank sand backfill, complete in place, the sum of: Bank sand backfill, complete in place, the sum of: Bank sand backfill, complete in place, the sum of: Bank sand backfill, complete in place, the sum of: Bank sand sand sand sand sand sand sand sand	all extra cement stabilized sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: a crushed concrete base material, complete in place, the sum of: a crushed concrete base material, complete in place, the sum of: a 1.5 sack of cement per cubic yard added to the 6" concrete driveways (total of 7.0 sack/cubic yard), complete sy 30.0 a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 Sy 750 10.00 TN 100 \$ 85.00 CV Schedule 40 Pipe for Yard Drain, complete in place, the sum of: TOTAL RIDGECREST STREET - GENERAL ITEMS TOTAL RIDGECREST STREET - PAVING ITEMS: TOTAL RIDGECREST STREET - PAVING ITEMS: TOTAL RIDGECREST STREET - PAVING ITEMS: TOTAL RIDGECREST STREET - WATER ITEMS: TOTAL RIDGECREST STREET - WATER ITEMS: TOTAL RIDGECREST STREET - WATER ITEMS: TOTAL RIDGECREST STREET - PAVING ITEMS: TOTAL RIDGEC	all extra cement stabilized sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: all extra bank sand backfill, complete in place, the sum of: a crushed concrete base material, complete in place, the sum of: a crushed concrete base material, complete in place, the sum of: a 1.5 sack of cement per cubic yard added to the 6" concrete driveways (total of 7.0 sack/cubic yard), complete syy 300 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ a 1.5 sack of cement per cubic yard added to the 7" concrete driveways (total of 7.0 \$ syy 750 \$ 10.00 \$ syy	all extra cement stabilized sand backfill, complete in place, the sum of: CY 100 \$ 30.00 \$ 3,000.00	all extra cement stabilized sand backfill, complete in place, the sum of: CY 100 \$ 30.00 \$ 3,000.00	all extra cement stabilized sand backfill, complete in place, the sum of: CY 100 \$ 30.00 \$ 3,000.00 \$ 30.00 all extra bank sand backfill, complete in place, the sum of: CY 100 \$ 30.00 \$ 3,000.00 \$ 30.00 a crushed concrete base material, complete in place, the sum of: TN 100 \$ 30.00 \$ 3,000.00 \$ 25.00 a 1.5 sack of cement per cubic yard added to the 6° concrete driveways (total of 7.0 sack/cubic yard), complete sum of: A 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 Syr 750 \$ 10.00 \$ 7,500.00 \$ 5.00 a 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 Syr 750 \$ 10.00 \$ 7,500.00 \$ 5.00 TN 100 \$ 85.00 \$ 8,500.00 \$ 70.00 WC Schedule 40 Pipe for Yard Drain, complete in place, the sum of: TOTAL RIDGECREST STREET - FAVING TRIVES TOTAL RIDGECREST STREET - FAVING TRIVES TOTAL RIDGECREST STREET - PAVING TRIVES TOTAL RIDGECREST STREET - SANITARY SEWER ITEMS TOTAL RIDGECREST STREET - SANITARY SEWER ITEMS TOTAL RIDGECREST STREET - SANITARY SEWER ITEMS TOTAL ROBINHOOD LANE - SANITARY SEWER ITEMS TOTAL ROBINHOOD LANE - FAVING TRIVES TOTAL SUPPLEMENTAL ITEMS TOTA	all extra cement stabilized sand backfill, complete in place, the sum of: CY 100 \$ 30.00 \$ 30.0000 \$ 30.0000 \$ 30.0000 \$ 30.0000 \$ 30.0000 \$ 30.0000 \$ 30.00000 \$ 30.00000 \$ 30.00000 \$ 30.00000

SECTION 2 References



515 Reinhard St., Rosenberg, Texas 77471 | 832-600-7632 | tg.hticonstruction@gmail.com

REFERENCES

Jeff Sifford

Public Works Director City of Angleton 901 S. Velasco Angleton, TX 77515 979-481-1629 jsifford@angleton.tx.us

20016 Sidewalk Improvements Pkg. 1
28" Force Main Casing Extension
Heritage Oaks Sewer Repair
30" Emergency Sanitary Sewer Extension
Multiple Concrete Street, Sidewalks Repairs & Installs Project
Miller St. Sanitary Sewer Improvements

Javier Vasquez

Engineer
HDR Engineering Inc.
4820 Loop Central Dr. #800
Houston,TX 77081
713-622-9264
Javier.vasquez@hdrinc.com

2016 Sidewalk Improvements Pkg.1
30" Emergency Sanitary Sewer Extension
Miller St. Sanitary Sewer Improvements
Lift Station 8 & Gravity Sanitary Sewer- In Progress

Eddie Herrera

City Inspector/Engineer
City of Lake Jackson
25 Oak Drive Ln.
Lake Jackson, TX 77566
979-482-3521
eherrera@lakejacksontx.gov

Magnolia Ditch Slope Paving
12 Inch DOW Tower Waterline Replacement
2021 Street Panel Repairs Cherrywood, Banyan & Oyster Creek
Drainage Improvements West SH 332/ 2010 Bond Project/ Yaupon Ditch Lining SH 332
to Walnut Street / Walnut Street Crossing Replacement

Louis Brown

Project Manager Costello Engineering & Surveying 2107 Citywest Blvd. 3rd Floor Houston, TX 77042 713-783-7788 Ibrown@costelloinc.com

Drainage & Sidewalk Improvements for Katy City Park

Nick Huerta

Construction Manager
Jones & Carter
2322 West Grand Parkway, North Suite 150
Katy, TX 77449
832-913-4000
nhuerta@jonescarter.com

12 Inch Water Line Along Kroesche Rd. & I-69 Linwood Dr. & Crestmont St Reconstruction Project- City of Wharton Highland Meadows Lift Station & Offsite Utilities-In Progress

Jared Bierman

Engineer
Jones & Carter
2322 West Grand Parkway, North Suite150
Katy, TX 77449
832-913-4000 X 3216
jbiermann@jonescarter.com

Linwood Dr. & Crestmont St Reconstruction Project- City of Wharton

David Stredick

Program Manager/Inspector City of Rosenberg 2630 Avenue A Rosenberg, TX 77471 832-595-3593 dstredick@rosenbergtx.gov

12 Inch Water Line Along Kroesche Rd. & I-69

Sarah Abrams

Engineer
Odyssey Engineering Group
2500 Tanglewilde St. Suite 480
Houston, TX 77063
281-306-0240 X 105
sabrams@odysseyeg.com

Victoria Garden Storm Sewer Repair

Nancy Davis

Owner
Palms Funeral Home
2300 E. Mulberry
Angleton, TX 77515
979-849-4343
palmsfuneralhome@msn.com

Asphalt Parking Lot & Detention Pond Install

Mark Hodges

Engineer
Odyssey Engineering Group
2500 Tanglewilde St, Suite 480
Houston, TX 77063
281-306-0240 X 109
mhodges@odysseyeg.com

Highland Meadows Lift Station & Off-site Utilities

John Stroehlein

Project Manager Mr. Bryant Fitts 4801 Richmond Ave Houston, TX 77027 713-201-3135 jstroehlein@mac.com

Country Aire Mobile Home Park Extension Water, Sewer, Drainage & Paving

Tim Griffith

Vice President Kelly Kaluza Engineering 3014 Ave I Rosenberg, TX 77471 281-341-0808 tgriffith@kellykaluza.com

U.S. 90A Waterline Relocation Risers International Public/Private Water, Sewer Replacement

Dewayne Davis

Engineer/Inspector Kelly Kaluza Engineering 3014 Ave I Rosenberg, TX 77471 281-341-0808 ddavis@kaluzainc.com

Drainage Improvements to Serve Holiday Lakes- In Progress

Blake Ahrendsen

Engineer
Odyssey Engineering Group
2500 Tanglewilde St., Suite 480
Houston, TX 77063
281-306-0240 x 112
bahrendsen@odysseyeg.com

Charleston MUD No.1 Lift Station & Off-Site Utilities- In Progress

SECTION 3 Telephone Conversation With References



CONTRACTOR REFERENCE FORM

Date: April 18, 2022

Project: City of Angleton 2021 Street Bond Project – Phase 1: Ridgecrest Street and Robinhood Lane

Contractor: HTI Construction, Inc.

Reference Name: Eddie Herrera, City Inspector Company: City of Lake Jackson Contact: (979) 482-3521

Dear Mr. Herrera:

HTI Construction, Inc. is the apparent low bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

HDR would appreciate your time in rating your experience with this Contractor. Please circle the number corresponding to the response which best indicates your opinion of the Contractor or provide a short answer on the lines as it relates to each item.

	Excellent		Above Average			Average		Below Average		Poor		
Rate the Contractor's performance as a "team player".	10	9	8	7	6	5	4	3	2	1	No	Opinion
How would you rate their ability to coordinate the work with neighboring property owners? <i>Made everyone happy</i>	10	9	8	7	6	5	4	3	2	1	No	Opinion
Rate the quality of construction, the Contractor's supervision and project management. <i>Real good contractor</i>	10	9	8	7	6	5	4	3	2	1	No	Opinion
Rate the Contractor's ability to achieve completion of the project on time.	10	9	8	7	6	5	4	3	2	1	No	Opinion
Were there many change orders on the project? If so, what were the reasons? Were they reasonable?	City	initiate	ed 2 (chang	<u>je or</u>	ders						
Rate the Contractor's responsiveness to warranty work requests, and the quality of the warranty work. <i>None needed</i>	10	9		8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's ability to expeditiously closeout projects. <i>No delays, as soon as complete</i>	10	9		8	7	6	5	4	3	2	1	No Opinion
Did they have any problems with the job? If so, what was the nature of the problem?	Only '	what '	was r	nisse	d in	the o	rigin	al SOV	<u>V – (</u>	on City	side.	
Rate the Contractor's restoration and clean-up work.	10	9	8	7	6	5	4	3	2	1		No Opinion
Would you want to work with this Contractor again? care of everything, even brought in extras/leftovers to make it loo			th the	m all	the	time o	on d	ifferent	typ	es of p	roject	s. They took

Thank you for your time in participating in the proposal evaluation process for this project.

Sincerely,

John Peterson, P.E., CFM Project Manager hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220 T (713) 622-9264 F (713) 622-9265
Texas Registered Engineering Firm F-754

REFERENCE: City of Angleton

PROJECT: 20016 Sidewalk Improvements Pkg. 1

TELEPHONE NO.: 979-481-1629

CONTACT: Jeff Sifford

QUESTIONS

1. How did <u>HTI Construction</u> perform for you on previous projects? (On a scale of 1-10)

"Great"

2. Were you satisfied with their performance?

ANSWER: "absolutely"

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: "Good"

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

ANSWER: "They were great"

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: "No"

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: "They were great"

8. Would you like to have them perform a job for you again?

ANSWER: "Yes they do work for us all the time"

REFERENCE: City of Danbury

PROJECT: City of Danbury Sewer & Water Installation

TELEPHONE NO.: 979-922-1551

CONTACT: Rodger Thomas

QUESTIONS

1. How did <u>HTI Construction</u> perform for you on previous projects? (On a scale of 1-10)

10

2. Were you satisfied with their performance?

ANSWER: "Excellent"

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 10

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

ANSWER: "Very Good, they were good"

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: "No man"

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: Yes

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 10

8. Would you like to have them perform a job for you again?

ANSWER: Yes

Page 8 of 10

REFERENCE: City of Rosenberg

PROJECT: 12 Inch Water Line Along Kroesche Rd. & I-69

TELEPHONE NO.: 832-595-3593

CONTACT: David Stredick

QUESTIONS

1. How did <u>HTI Construction</u> perform for you on previous projects? (On a scale of 1-10)

10

2. Were you satisfied with their performance?

ANSWER: OF course

3. How would you rate the quality of their work? (On a scale of 1-10)

ANSWER: 9

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

ANSWER: 9

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

ANSWER: No problems

6. Were they able to complete projects within the time allotted? If not, what was the reason?

ANSWER: They finished it way ahead of time

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

ANSWER: 10

8. Would you like to have them perform a job for you again?

ANSWER: Yes

Page 9 of 10

42

SECTION 4 Resumes



515 Reinhard St., Rosenberg, Texas 77471 | 832-600-7632 | tg.hticonstruction@gmail.com

Company Resume

Henry Gutierrez

· Position: President/Superintendent

· Years of Experience: 45

· Description of Experience: Henry Gutierrez has held a supervisory position for multiple reputable companies, allowing him to serve as Superintendent for Mercer Construction, Uticon Inc., Matula & Matula Construction Inc., and Sorrell Construction. His experience and knowledge in water lines, storm sewers, sanitary sewers, paving, and concrete construction is evident in each of his projects. Mr. Gutierrez has supervised and assisted in multiple million-dollar projects of various sizes including: Stella Marie Subdivision in Galveston, Heritage Oaks in Angleton, Lake Bend Subdivision in Clute, Lane Drive Rehab in Rosenberg, Sunrise Meadows in Rosenberg, and Sewer Plant and Vacuum Line in Sargent.

Thomas Gutierrez

· Position: Vice President/Sr. Estimator

· Years of Experience: 15

Description of Experience: Thomas Gutierrez has over 14 years of experience in sales, marketing and management. Mr. Gutierrez has experience in the management of construction and renovation projects, underground utilities and concrete construction. He is responsible for creating estimates, budgets, direct project planning, and finances. Mr. Gutierrez oversees all aspects of projects with full responsibility for completing construction on time and within budget, all while maintaining quality and safety standards. He is also responsible for negotiating with subcontractors to perform specialized work and collaborate with multiple groups to maintain tight schedules. Mr. Gutierrez has a strong understanding of safety codes, regulations, and ensures all employees of HTI Construction, Inc. maintain the same understanding and are always inspection compliant.

Lucio Narvaez

· Position: Concrete Superintendent

· Years of Experience: 19

Description of Experience: Lucio Narvaez has over 18 years of experience in all facets of the construction industry. Lucio is skilled and experienced in various operations including heavy equipment operations, labor work, power tool operations, underground utilities, paving, and concrete construction. He is proficient in concrete construction including breaking and tearing out existing concrete, prep, form, pouring and finishing freshly poured concrete to smooth finish. He is also skilled and proficient in pouring ADA Compliance/Handicap Accessible ramps. Lucio has supervised, assisted and completed multiple projects in Angleton, Lake Jackson, Bay City, Freeport, Katy and Fort Bend County.

Jacob Nunez

- · Position: Foreman
- · Years of Experience: 18
- Description of Experience: Jacob Nunez has over 17 years of experience in all facets of the construction industry. Jacob is skilled and experienced in various operations including heavy equipment operations, labor work, power tool operations, underground utilities, paving, and concrete construction. He is proficient in concrete construction including breaking and tearing out existing concrete, prep, form, pouring and finishing freshly poured concrete to smooth finish. Jacob has assisted and completed multiple projects in Angleton, Lake Jackson, Bay City, Freeport and Fort Bend County.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 26, 2022

PREPARED BY: Jeff Sifford

AGENDA CONTENT: Discussion and possible action to award a contract to Sustanite

Support Services, LLC for the Freedom Park Groundwater Treatment

System project and authorize the City Manager to execute the

agreement upon legal review.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$823,000.00 **FUNDS REQUESTED:** \$1,117,000.00

FUND: 129-570-503

EXECUTIVE SUMMARY:

On Wednesday, April 13, 2022 the City of Angleton received six (6) bids for the Freedom Park Groundwater Treatment System project.

Based on the bids submitted, the low bid is from Sustanite Support Services, LLC (S3) in the total amount of \$1,117,000. Freese and Nichols has reviewed S3's statement of qualifications. S3 has completed multiple similar projects in the past 5 years and has a satisfactory history of meeting schedule and budget.

The funds requested are over the budgeted amount because the original bond allocation. however the total amount for this project is in the bond.

RECOMMENDATION:

Staff recommends awarding the Freedom Park Groundwater Treatment System construction contract to Sustanite Support Services, LLC in the amount of \$1,117,000, which includes incorporating the Bid Alternate I-01 into the construction contract.



Innovative approaches
Practical results
Outstanding service

11200 Broadway Street, Suite 2320 · Pearland, Texas 77584 · 832-456-4700 · FAX 817-735-7491

www.freese.com

4/19/2022

Mr. Jeff Sifford City of Angleton Public Works Director 901 S Velasco Street Angleton, TX 77515

RE: Freedom Park Groundwater Treatment System

Mr. Sifford,

On Wednesday, April 13, 2022, at 2:00 p.m., the City of Angleton received six (6) bids for the Freedom Park Groundwater Treatment System project, where the bids were opened and read aloud. Bids were reviewed and checked for mathematical accuracy. A tabular summary of the bids received is listed below and attached.

Freedom Park – Summary of Bids						
No.	Contractor	Total Bid Amount ¹				
1	Sustanite Support Services, LLC	\$1,117,000				
2	JTR Constructors, Inc.	\$1,221,000				
3	J.S. Haren Company	\$1,248,000				
4	Matula & Matula Construction, Inc.	\$1,265,563				
5	Wharton Smith, Inc.	\$1,271,563				
6	W.W. Payton Corporation	\$1,290,000				
¹ Total Bid Amount includes bid alternate item "I-01 - Additional Media." which						

Total Bid Amount includes bid alternate item "I-01 - Additional Media," which covers the media cost for the first media replacement event.

Based on the bids submitted, the low bid is from Sustanite Support Services, LLC (S3) in the total amount of \$1,117,000. Freese and Nichols (FNI) has reviewed S3's statement of qualifications. S3 has completed multiple similar projects (i.e. water and wastewater process equipment installation, concrete work, metal canopy installation) in the past 5 years and has a satisfactory history of meeting schedule and budget. FNI contacted references from previous similar projects who confirmed having positive experiences with S3.

FNI recommends awarding the Freedom Park Groundwater Treatment System construction contract to **Sustanite Support Services, LLC** in the amount of **\$1,117,000**, which includes incorporating Bid Alternate I-01 into the construction contract.

We appreciate the opportunity to be of service to the City in this phase of the project and look forward to the successful construction of the project. If you have any questions, please contact me at (832) 456-4761 or somnath.Chilukuri@freese.com.

Sincerely,

Sounath Chelupii

Somnath Chilukuri, P.E. | Project Manager | Freese and Nichols, Inc.

Attachment A - Detailed Tabulation of Bids Received

Project	Freedom Park Groundwater Treatment System	Project Number	J.S. Haren Company		JTR Constructors, Inc.		Matula & Matula Construction, Inc.		Sustanite	Support Services, LLC	Wh	arton-Smith, Inc.	W.W. Payton Corporation	
Owner	City of Angleton	ANG21219	1 4475 11 44 11		16015 Calmana Da #042000		122 Mart May Cuite 225		0.0	000 Berwyn Dr.	750 Maurea Baad		30655 FM 529	
Construction Manager	City of Angleton			1175 Hwy 11 N.		16015 Cairnway Dr. #842089		122 West Way, Suite 325 Lake Jackson, TX 77566		uston, TX 77037	750 Monroe Road		Brookshire, TX 77492	
Design Professional	Freese and Nichols, Inc.		Athens, TN 37303		Houston, TX 77284		таке .	lackson, IX 77566	но	uston, IX //U3/	Sanford, FL 32771		Brooksiiie, 1x 77432	
Item No.	Description	Quantity Units	Unit Cost	Extended Amount Note	Unit Cost	Extended Amount Note	Unit Cost	Extended Amount Note	Unit Cost	Extended Amount Note	Unit Cost	Extended Amount Note	Unit Cost	Extended Amount Note
	ing Allowances) per Section 01 29 01 "Measurement and Basis for Payr	ment"												
A-01 MOBILIZATIO		1 LS	50,000.00		61,050.00	61,050.00	28,000.00	28,000.00	100,000.00		35,000.00		40,000.00	40,000.00
A-02 TRENCH SAFE		1 LS	1,000.00		1,500.00	1,500.00	1,000.00	1,000.00	2,000.00	2,000.00	10,000.00	-,	250.00	250.00
	N OF ARSENIC TREATMENT SYSTEM	1 LS	40,000.00	,	110,000.00	110,000.00	175,000.00	175,000.00	43,437.00	43,437.00	55,000.00	55,000.00	9,750.00	9,750.00
	CANOPY, SITE WORK AND YARD PIPING	1 LS	410,437.00	-/	296,887.00	296,887.00	265,000.00	265,000.00	225,000.00	225,000.00	420,000.00	.,	493,437.00	493,437.00
A-05 ELECTRICAL A	AND INSTRUMENTATION	1 LS	50,000.00	,	55,000.00	55,000.00	100,000.00	100,000.00	50,000.00	50,000.00	55,000.00	/	50,000.00	50,000.00
Α	Total Base Bid Items	Amount (excluding Allowances)		\$ 551,437.00		\$ 524,437.00		\$ 569,000.00		\$ 420,437.00		\$ 575,000.00		\$ 593,437.00
	er Section 01 23 10 "Alternates and Allowances"													
	ATMENT SYSTEM	1 LS	540,388.00	0.10/000.00	540,388.00	540,388.00	540,388.00	540,388.00	540,388.00	540,388.00	540,388.00		540,388.00	540,388.00
D-02 OWNER-DIRE	ECTED ITEMS	1 LS	25,000.00	-,	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	-/	25,000.00	25,000.00
D		Total Allowance Amount		\$ 565,388.00		\$ 565,388.00		\$ 565,388.00		\$ 565,388.00		\$ 565,388.00		\$ 565,388.00
E		Total Base Bid with Allowances		\$ 1,116,825.00		\$ 1,089,825.00		\$ 1,134,388.00		\$ 985,825.00		\$ 1,140,388.00		\$ 1,158,825.00
Alternates bid items per S	Section 01 23 10 "Alternates and Allowances"													
I-01 ADDITIONAL	MEDIA	1 LS	131,175.00	131,175.00	131,175.00	131,175.00	131,175.00	131,175.00	131,175.00	131,175.00	131,175.00	131,175.00	131,175.00	131,175.00
J		Total Alternates Amount		\$ 131,175.00		\$ 131,175.00		\$ 131,175.00		\$ 131,175.00		\$ 131,175.00		\$ 131,175.00
K	Total Base Bid v	with Allowances and Alternates		\$ 1,248,000.00		\$ 1,221,000.00		\$ 1,265,563.00		\$ 1,117,000.00		\$ 1,271,563.00		\$ 1,290,000.00
						_		_				_		
Contract Time														
L	Offeror agrees to	reach Substantial Completion in		420 days		420 days		420 days		420 days		420 days		420 days
М	Offeror agr	rees to reach Final Completion in		450 days		450 days	1	450 days		450 days		450 days	1	450 days

Tabulation of Offers Received



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 19, 2022

PREPARED BY: Lindsay Koskiniemi, CGFO, CPM, Assistant Director of Development

Services

AGENDA CONTENT: Discussion and possible action on a request from Riverway Properties and

Baker & Lawson for a waiver of the preliminary acceptance of public improvements for Phase Two of the Riverwood Ranch Subdivision and

public improvement acceptance by the City of Angleton.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This item is a request from Riverway Properties and Baker & Lawson for the acceptance of public improvements for phase two of the Riverwood Ranch subdivision and a consideration of a waiver of the preliminary acceptance of public improvements with a one-year maintenance bond.

The second phase of this subdivision has 109 lots spanning 19.793 acres. The construction of the first phase of lots and public improvements is complete, and public improvements for phase one were accepted in 2021.

Staff completed a preliminary inspection of phase two on 12 April 2022 and compiled a short punch list of observed items to be remediated. Inspection participants included the project contractor, Matula & Matula, the project engineering/design consultant, Baker & Lawson, and City staff members from the Public Works, Development Services, and Engineering Departments

A condition of acceptance included receipt of an arborist opinion on backfill within drip lines of heritage trees. Prior to the final walk-through inspection, the City received passing bacterial test reports, vacuum tests results and record drawings.

Public Improvement Acceptance and Preliminary Acceptance Waiver Request: The public improvements acceptance process, as described in Section 23-98(I) is a two-step process consisting of:

1. Preliminary acceptance with a minimum one-year maintenance bond as an administrative act by the City Manager after recommendation by the City Engineer; and

2. Final acceptance (with a one-year maintenance bond) by City Council after recommendation from the City Manager and City Engineer at least one year after preliminary acceptance.

Prior to the adoption of the LDC, the public improvement acceptance process consisted of final acceptance with a one-year maintenance bond.

Acceptance of Public Improvements: Upon review of the final walkthrough punch list and associated documents, the City's Engineer takes no objection to the request for final acceptance of public improvements for the Riverwood Ranch Section 2 Subdivision conditionally meeting exceptions noted which include:

- 1) Developer to provide proof that there are no outstanding judgements or liens against the improvements within the public rights-of-way or against property on which easements contain public improvements.
- 2) Developer must provide TDLR certifications of compliance with Texas Accessibility Standards.
- 3) Completion and correction of minor items notes are being coordinated and shall be completed as a condition of final acceptance.

RECOMMENDATION:

City staff recommends approval of a waiver of preliminary acceptance of public improvements with a one-ear maintenance bond and acceptance of public improvements for phase two with all exceptions noted by City Engineer corrected as conditions of final acceptance.



April 19, 2022

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services

Public Improvements Acceptance of Riverwood Ranch Section 2 Subdivision

Angleton, Texas

HDR Job No. 10283980

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) is in receipt of the request for Public Acceptance of the Riverwood Ranch Section 2 Subdivision public improvements in accordance with the Angleton Land Development Code (LDC) Sec. 23-98 – Public Improvements Acceptance. The following are exceptions noted in review of the Public Acceptance Process Criteria:

- A Final Inspection walkthrough was performed on April 12, 2022 to review and verify the
 public improvements were constructed per the approved plat and plans. A Final Inspection
 report was generated for items to be completed and or corrected. Completion and correction
 of minor items noted are being coordinated and shall be completed as a condition of the Final
 Acceptance.
- 2. During the Final Inspection Walkthrough, a portion of concrete street paving near STA. 4+35 of the left lane on Bennet Loop was noted to have cracking. Public Works has directed the Contractor (Matula & Matula Construction, Inc.) to crack seal this area at this time and that a review of this panel and other street portions shall be provided 1-month prior to the end of maintenance period covered by bonding. Replacement of this concrete panel will be dependent on review of the cracking and if this deficiency has increased over the 1-year period.
- 3. A pdf set of As-Built (Record Drawing) plans dated April 18, 2022 by the Engineer of Record have been received by the City. It is noted that the proposed sidewalks shall be completed by the Homebuilder as shown on the plans. As a condition of the Final Acceptance, an electronic set of the As-Built plans shall be submitted in a GIS compatible format.
- 4. Testing reports as noted by Angleton LDC Sec. 23-98 have been received. No additional action is required for these items.
- 5. A Maintenance Bond has been provided by the Contractor and shall be filed with the City in accordance to the Angleton LDC Sec. 23-98.
- 6. As a condition of Final Acceptance, the Developer shall provide proof that there are no outstanding judgements or liens against the improvements within the public rights-of-way or against property on which easements contain public improvements.

- 7. As a condition of Final Acceptance, for the portion of public sidewalks constructed, the Developer shall provide the TDLR certification of compliance with Texas Accessibility Standards per LDC Sec. 23-14. A.5 Sidewalks and Accessibility.
- 8. A Final Plat, approved and filed with Brazoria County, shall be provided to include with the submitted and attached Record Drawings.

HDR takes no objection for the request of Final Acceptance for Public Improvements for the Riverwood Ranch Section 2 Subdivision with the exceptions noted. Please note that HDR has only reviewed the improvements for consistency with the Final Plat and Construction Plans and the general conformance of public improvements to the City requirements. It is noted that this does not release the Developer of any liability resulting from non-conformance of these items.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM City Engineer Representative

cc: Files (10283980)

Page 2 of 2 52

ENGINEER'S CERTIFICATE OF COMPLETION

Project:	RIVERWOOD RANCH SUBDIVISION, SECTION 2

DOWNING STREET ANGLETON TEXAS

Owner: JOHN SANTASIERO

RIVERWAY PROPERTIES

1027 YALE STREET

HOUSTON, TEXAS 77008

Type of Facilities Constructed:

PAVING, GRADING, UTILITIES AND DRAINAGE

FOR RIVERWOOD RANCH, SECTION 2

Contractor: <u>JAMES MICHAEL MURPHY</u>

MATULA & MATULA CONSTRUCTION, INC.

122 WEST WAY SUITE 325 LAKE JACKSON TEXAS 77566 JMMURPHY@MATULAINC.COM

979-480-0030

Consulting Engineer: DOUGLAS B. ROESLER, P.E.

BAKER& LAWSON ENGINEER

300 E. CEDAR STREET ANGLETON TX 77515 droesler@bakerlawson.com

979-849-6681

I, DOUGLAS B. ROESLER, P.E., hereby certify that I am a Register Professional Engineer in the State of Texas. I certify this project was completed on the 12th day of April 2022 at the listed address above. The project was completed in conformance to the plans and specifications and in my professional opinion, is in compliance with the City of Angleton's Approved Plans. The project is ready for Final Inspection by the City Engineer. The "As-Built" drawings will be furnished to the office of the City Engineer of the City of Angleton within 15 calendar days of the date this certification is signed.

Signature

Data

34-18-77

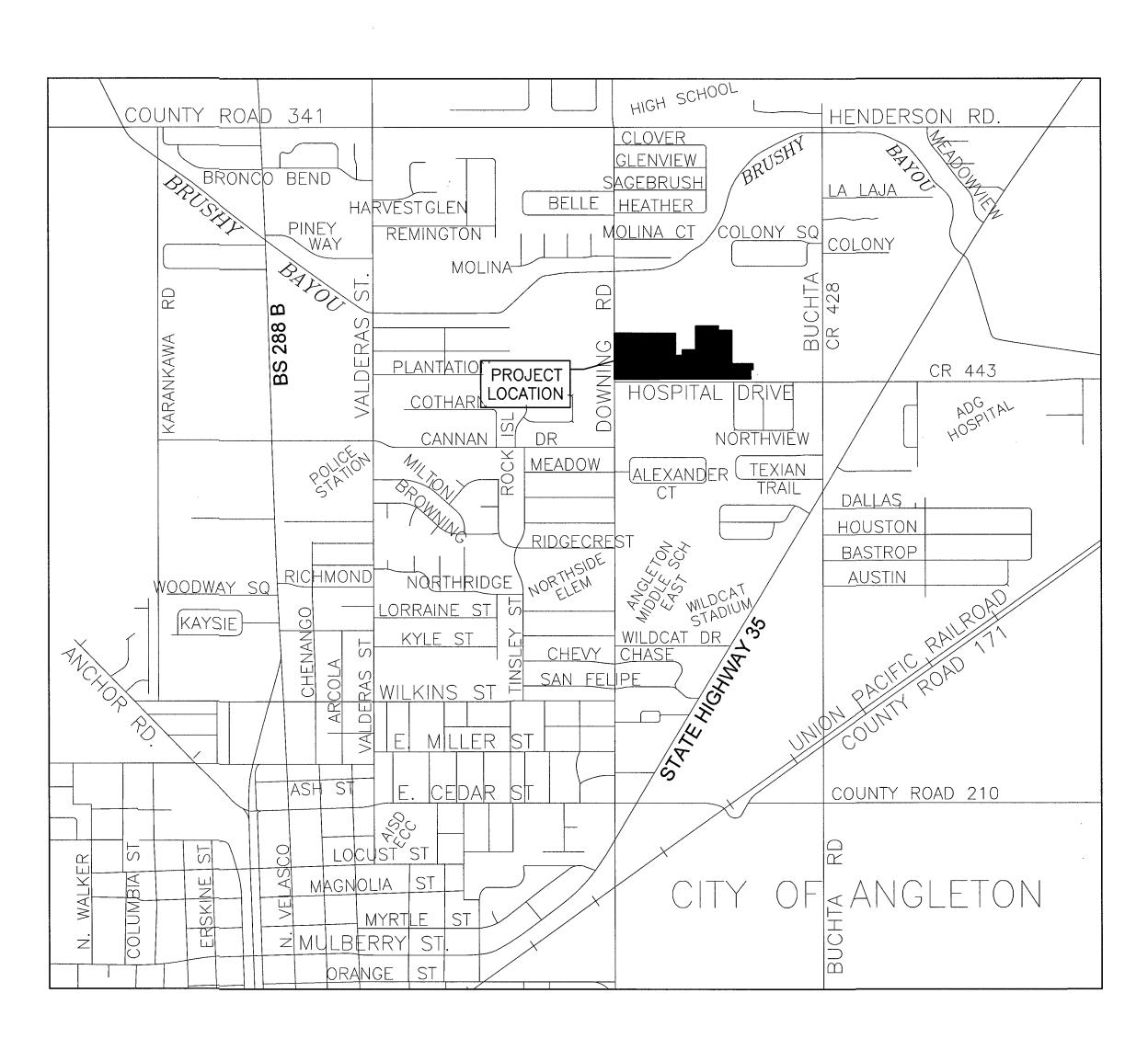
CONSTRUCTION OF

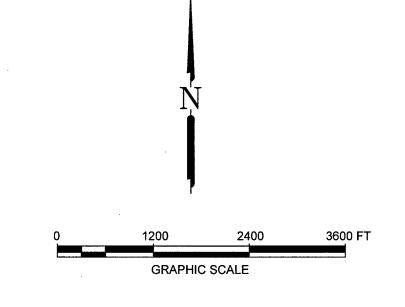
PAVING, DRAINAGE AND UTILITIES ON RIVERWOOD RANCH SUBDIVISION 3 BLOCKS, 109 LOTS SECTION 2 FOR THE

BRAZORIA COUNTY

CITY OF ANGLETON

B&L JOB No. 14395

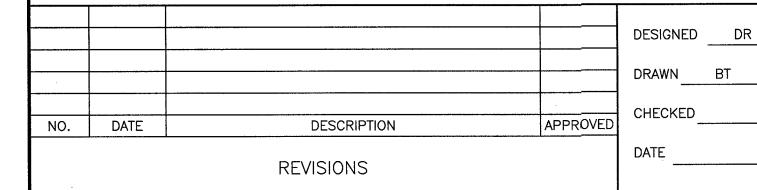




INDEX OF DRAW	VINGS
SHEET NO.	SHEET NAME
1	TITLE SHEET
-	PRELIMINARY REPLAT
-	FINAL REPLAT
2	CONSTRUCTION NOTES
3	EXISTING CONDITIONS & DEMOLITION
4	DRAINAGE AREA MAP
5	LOT GRADING PLAN
6	UTILITY PLAN
7	PLAN & PROFILE - CULLEN STREET STA 0+00 TO 2+09
8	PLAN & PROFILE - BENNETT LOOP STA 0+00 TO 5+00
9	PLAN & PROFILE - BENNETT LOOP STA 5+00 TO 10+60
10	PLAN & PROFILE - BENNETT LOOP STA 10+60 TO 16+00
11	PLAN & PROFILE - BENNETT STREET STA 16+00 TO 21+00
12	PLAN & PROFILE - BENNETT STREET STA 21+00 TO 26+80
13	PLAN & PROFILE - AMY STREET STA 0+00 TO 3+80
14	PLAN & PROFILE - AMY STREET STA 3+80 TO 7+35
15	PLAN & PROFILE - HOSPITAL LANE STA 0+00 TO 2+00
16	PLAN & PROFILE - OUTFALL 1 STA 0+00 TO 5+00
17	PLAN & PROFILE - OUTFALL 2 STA 0+00 TO 5+00
18	PLAN & PROFILE - OUTFALL 3 STA 0+00 TO 3+00
19 20	SWPPP LAYOUT SWPPP NARRATIVE
20 21	HYDROLOGICAL CALCULATIONS
22	CUT AND FILL PLAN
22B	SECTION 1 & 2 POND EXCAVATION CALCULATION PLAN
23	WINDSTORM DATA
24	WINDSTORM DATA WINDSTORM DATA
25	PAVEMENT MARKING, STREET SIGN AND ROADWAY LIGHTING LAYOUT
26	TRAFFIC CONTROL PLAN - TCP (1-1) - 18
26A	HERITAGE TREE PRESERVATION PLAN
DETAIL OF	
DETAIL SH	1EE1S
27	MISCELLANEOUS DETAILS
28 (SL-03)	STORM SEWER MANHOLE CONSTR. DETAILS
29 (SL-08)	STORM SEWER INLET CONSTR. DETAILS II
30 (SL-09)	STORM SEWER INLET CONSTR. DETAILS III
21 (OT 10)	GTODIA GENTED CONIGED DETAIL G

27	MISCELLANEOUS DETAILS
28 (SL-03)	STORM SEWER MANHOLE CONSTR. DETAILS
29 (SL-08)	STORM SEWER INLET CONSTR. DETAILS II
30 (SL-09)	STORM SEWER INLET CONSTR. DETAILS III
31 (SL-10)	STORM SEWER CONSTR. DETAILS
32 (SL-11)	JUNCTION BOX MANHOLES
33 (SL-14)	SANITARY SEWER CONSTR. DETAILS
34 (SL-15)	WATER LINE CONSTR. DETAILS
35 (SL-16)	WATER LINE CROSSING DETAILS
36 (SL-19)	WATER LINE, SAN. SEW. F.M. BEDDING DETAILS
37 (SL-20)	STORM SEW. BEDDING AND BACKFILL DETAILS
38 (SL-21)	CONCRETE PAVEMENT CONSTR. DETAILS
39 (SL-22)	CONCRETE PAVEMENT CONSTR. DETAILS
40 (SL-23)	RESIDENTIAL CURB CONSTR. DETAILS
41 (SL-25)	WHEEL CHAIR RAMP & SIDEWALK DETAILS I
42 (SL-26)	WHEEL CHAIR RAMP & SIDEWALK DETAILS II
43 (SL-27)	DRIVEWAY CONSTR. DETAILS
44 (SL-33)	GENERAL EROSION CONTROL NOTES
45 (SL-34)	EROSION CONTROL DETAILS - 1
46 (SL-35)	EROSION CONTROL DETAILS - 2

RECORD DRAWING



CITY OF ANGLETON

"Release of this application does not constitute a verification of all data, information and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy and adequacy of their submittal, whether or not the application is reviewed for Code compliance by the City

"All responsibility for the adequacy of these plans remains with the Engineer who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Design Engineer."

MAYOR

JASON PEREZ

INTERIM CITY MANAGER

CHRIS WHITTAKER

This subdivision lies within the Brushy Bayou Watershed.

CITY COUNCIL

MIKEY SVOBODA

CECIL BOOTH

JOHN WRIGHT

MARK GONGORA

TRAVIS TOWNSEND

BAKER & LAWSON, INC. ENGINEERS • PLANNERS • SURVEYORS 4005 TECHNOLOGY DRIVE, SUITE 1530 ANGLETON, TEXAS 77515 (979) 849-6681 REG. NO. F-825

DOUGLAS B. ROESLER

The seal appearing on this document was authorized by Douglas B. Roesler

RIVERWAY PROPERTIES 6115 SKYLINE DR. STE A. HOUSTON, TEXAS 77057

OWNER:

PROFILE: HORIZONTAL: VERTICAL:

RIVERWOOD RANCH SUBDIVISION **SECTION 2** A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

TITLE SHEET

PROJECT NO. 14395

2. ALL EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED TO BE COMPLETE OR DEFINITE, BUT WERE OBTAINED FROM INFORMATION AVAILABLE, CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION OF ALL EXISTING FACILITIES SHOWN ON DRAWINGS. CONTRACTOR SHALL COORDINATE ALL CONFLICTS WITH THE APPROPRIATE GOVERNING AGENCY. NO SEPARATE PAY.

3. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATION, PART 1926, SUBPART P AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989.

4. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TEXAS MUTCD MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION.

5. CONTRACTOR SHALL COVER OPEN EXCAVATIONS IN PUBLIC STREETS WITH ANCHORED STEEL PLATES DURING NON-WORKING HOURS.

6. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION, AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.

7. EXISTING PAVEMENTS, CURBS, SIDEWALKS, CULVERTS AND DRIVEWAYS (ADJACENT TO THE WORK) DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO EQUAL OR BETTER THAN THEIR ORIGINAL CONDITION AT CONTRACTOR EXPENSE.

8. CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB, SHALL BE AS GOOD AS OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK. CONTRACTOR SHALL TAKE NECESSARY ACTIONS TO PROTECT THE EXISTING SURFACES OUTSIDE THE WORK AREA FROM THE EQUIPMENT USED. ALL TRACKED MACHINERY (STREET PADS INCLUDED) SHALL NOT BE OPERATED DIRECTLY ATOP THE PAVEMENT WITHOUT APPROPRIATE PADDING AND PROTECTION OF THE SURFACES. ANY MARRED OR DISTRESSED AREAS SHALL BE REMOVED AND RESTORED WITH NEW MATERIALS TO THE SATISFACTION OF THE ENGINEER. ANY EXISTING DISTRESSED AREAS SHALL BE MADE KNOWN TO THE ENGINEER PRIOR TO OPERATIONS IN THE WORK AREA

9. ALIGNMENT. CENTERLINE CURVE DATA AND STATIONING TO BE VERIFIED BY ON-THE-GROUND SURVEY FROM APPROVED SUBDIVISION PLAT (OR APPROVED PLOT FOR OFF SITE EASEMENTS). AND ELEVATIONS OF ALL CONNECTIONS TO EXISTING FACILITIES TO BE CONFIRMED PRIOR TO WORK START. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

10. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.

11. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK.

12. ALL UTILITY TRENCHES TO BE BACK FILLED TO 90 PERCENT (90%) STANDARD PROCTOR DENSITY UNLESS OTHERWISE NOTED.

13. ALL SURVEY, LAYOUT, MEASUREMENT, AND GRADE STAKE WORK SHALL BE PERFORMED BY BAKER & LAWSON, INC. AS PART OF THE WORK UNDER THIS CONTACT.

14. BAKER & LAWSON, INC. WILL PROVIDE EXPERIENCED INSTRUMENT MEN, COMPETENT ASSISTANTS, AND SUCH INSTRUMENTS, TOOLS, STAKES, AND OTHER MATERIALS REQUIRED TO COMPLETE THE SURVEY, LAYOUT AND MEASUREMENT WORK.

15. CONSTRUCTION DEBRIS AND OTHER UNCLASSIFIED UNSUITABLE EXCESS MATERIAL SHALL BE HAULED TO A STATE APPROVED DISPOSAL SITE OR AS DIRECTED BY THE ENGINEER. AN EXISTING LANDFILL APPROXIMATELY 10 MILES FROM THE PROJECT SITE IS THE NEAREST STATE APPROVED FEE FACILITY. ALL REFUSE MATERIALS (BROKEN CONCRETE, TREES, ASPHALT, ETC.) SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS EXPENSE.

16. PLAN QUANTITIES WILL BE USED FOR FINAL PAYMENT UNLESS DESIGN CHANGES ARE MADE DURING CONSTRUCTION.

CONSTRUCTION NOTES FOR PAVING & DRAINAGE

1. GUIDELINES SET FORTH IN THE MANUAL ON UNIFORM CONTROL DEVICES SHALL BE OBSERVED.

2. FILL SHALL BE PLACED IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO 95% OF OPTIMUM DENSITY AS DETERMINED USING TESTING METHOD ASTM D698.

3. CONTRACTOR RESPONSIBLE FOR MAINTAINING BARRICADES TO PREVENT TRAFFIC FROM USING NEW PAVEMENT UNTIL PROJECT IS COMPLETED AND ACCEPTED BY PROPER AUTHORITY OR AS AUTHORIZED BY ENGINEER.

4. B-B INDICATES ROAD WIDTH TO BACK OF CURB. CURB RADII ARE TO FACE OF CURB. T.C. INDICATES TOP OF CURB ELEVATIONS (BASED ON 4" CURB UNLESS OTHERWISE NOTED) T.P. INDICATES TOP OF PAVEMENT ELEVATION.

5. TRANSVERSE EXPANSION JOINTS SHALL BE INSTALLED AT MAXIMUM SPACING OF 40-FOOT INTERVALS (SAWCUTS @ 20'(2 1/2"DEEP), LONGITUDINAL JOINTS SHALL BE AT MAXIMUM OF 14-FOOT SPACING. WOOD JOINT SHALL BE SOUND HEART REDWOOD.

6. 6-INCH CONCRETE PAVEMENT TO BE 5.5 SACK MIX MIN. (3.500 PSI) REINFORCING STEEL TO CONFORM TO ASTM A-615, GRADE 60. PROVIDE MINIMUM 18-INCH LAPS. (36 BAR DIA)

7. SAW CUT TO EXPOSE EXISTING LONGITUDINAL STEEL REQUIRED TO CREATE A MINIMUM TWELVE-INCH (12") OVERLAP OF PROPOSED AND EXISTING LONGITUDINAL REINFORCING STEEL WHEN MAKING A CONNECTION TO EXISTING CONCRETE PAVEMENT. WHERE SPACING OF EXISTING LONGITUDINAL STEEL DIFFERS FROM PROPOSED STEEL SPACING, NOTIFY THE ENGINEER.

8. USE PLASTIC CHAIRS TO SUPPORT REINFORCEMENT AT 24-INCH SPACING EACH WAY.

9. SUBGRADE TO BE STABILIZED 1-FOOT BACK OF PROPOSED CURB OR EDGE OF PAVEMENT. EXCESS LIME STABILIZED SOIL SHALL BE UTILIZED IN THE PREPARATION OF SUBGRADE FOR DRIVEWAYS. THERE WILL BE NO PAYMENT FOR PREPARING SUBGRADE FOR DRIVEWAYS AND SIDEWALKS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE ASSOCIATED CONCRETE PAY ITEMS. SUBGRADE PREPARATION FOR DRIVEWAYS AND PAVING SHALL INCLUDE PROOF ROLLING. SOFT AREAS TO BE EXCAVATED AND RECOMPACTED TO ADJACENT SOIL DENSITY.

10. USE CONTINUOUS LONGITUDINAL REINFORCING BAR IN CURB.

11. BACK FILL AND BEDDING FOR HEADWALL STRUCTURES, TYPE "C" INLETS, R.C.P. LEADS AND STORM SEWERS SHALL BE WITH 1.5 SACK CEMENT. STABILIZED SAND SHALL BE COMPACTED TO A DENSITY OF AT LEAST 90% OF DENSITY DETERMINED BY STANDARD MOISTURE-DENSITY RELATION (ASTM D-698) AT OPTIMUM MOISTURE AND SHALL BE PLACED AND FINISHED WITHIN 3 HRS. OF MIXING. TEMPORARY TRAVEL WAY SURFACE SHALL BE WITH CEMENT STABILIZED LIMESTONE. PAYMENT FOR THESE ITEMS SHALL BE SUBSIDIARY TO THE VARIOUS STRUCTURAL BID ITEMS. VERIFICATION OF CEMENT STABILIZED SAND MIXTURE SHALL BE FURNISHED UPON

12. THE SUBGRADE SHALL BE BROUGHT TO THE REQUIRED GRADE BY THE USE OF GRADE STAKES (BLUE TOPS) AND APPROVED BY THE ENGINEER BEFORE LIME IS APPLIED.

13. RATE OF APPLICATION FOR LIME SHALL BE SEVEN PERCENT (7%) OF THE DRY WEIGHT OF SOIL (QUALITY BASE ON 100 #/ C.F.) OR THIRTY ONE AND ONE HALF (31.5) POUNDS PER SQUARE YARD FOR SIX (6) INCH STABILIZED SUBGRADE. LIME STABILIZED SUBGRADE SHALL NOT BE MIXED MORE THAN ONE INCH IN EXCESS OF THE REQUIRED DEPTH. LIME STABILIZED SUBGRADE SHALL BE BROUGHT TO THE OPTIMUM MOISTURE CONTENT DURING THE FIRST MIXING OPERATIONS THEN LEFT TO CURE FOR TWO CURING DAYS BEFORE FINAL MIXING CAN BEGIN. AFTER FINAL MIXING IS COMPLETED AND BEFORE SOIL DENSITY TESTS ARE TAKEN. LIME STABILIZED SUBGRADE SHALL BE BROUGHT TO THE REQUIRED GRADE BY THE USE OF GRADE STAKES (BLUE TOPS) AND APPROVED BY THE ENGINEER. DENSITY SHALL BE NINETY-FIVE PERCENT (95%) OF THE STANDARD PROCTOR DENSITY AT OPTIMUM MOISTURE. TESTED AND COMPLETED SECTIONS SHALL BE KEPT MOIST CURED ON A DAILY BASIS WITH WATER TRUCKS OR SUBSTANTIAL SUPPLY HOSES FOR THE ENTIRE PERIOD THE SURFACE REMAINS UNCOVERED WITH ADDITIONAL COURSES. AFTER FINAL TESTING AND APPROVAL IS COMPLETE, TRACK EQUIPMENT, SCRAPERS AND OTHER HEAVY EQUIPMENT WILL NOT BE PERMITTED ON THE COMPLETED LIME STABILIZED AREA. LIGHT MOTOR GRADERS, RUBBER TIRED TRACTORS, WATER TRUCKS AND ROLLERS USED IN THE FINISHING OPERATIONS WILL BE PERMITTED WITH THE APPROVAL OF THE ENGINEER. CONCRETE AND LOADED HAUL TRUCKS ARE STRICTLY PROHIBITED ON COMPLETED AREAS UNLESS THE TRAVELED AREA REGARDLESS OF CONDITION IS REMIXED COMPACTED AND TESTED FOR APPROVAL A SECOND TIME.

14. FORMS SHALL BE EITHER WOOD OR STEEL, OF GOOD QUALITY, FREE OF WARP AND SUFFICIENTLY STAKED TO AVOID SHIFTING WHEN LOAD IS APPLIED. ALL REDWOOD EXPANSION BOARDS SHALL BE STAKED WITH 1X2 REDWOOD STAKES AND ALLOWED TO REMAIN WITHIN THE POUR. METAL STAKES ARE APPROVED FOR USE TO STAKE METAL KEYWAYS.

15. REINFORCING SHALL BE SECURELY TIED AT ALL INTERSECTIONS AND SPLICES. ALL DOWELS SHALL BE SECURELY TIED. REINFORCEMENT SHALL BE CLEAN AND FREE OF RUST AT TIME OF USE. PLASTIC CHAIR OF THE CORRECT HEIGHT SHALL BE USED. SPACING SHALL BE SUFFICIENT TO SUPPORT REINFORCEMENT.

16. PRIOR TO CONCRETE PLACEMENT, CONTRACTOR SHALL PRESENT A CERTIFIED COPY OF TOP OF FORM GRADES TO THE ENGINEER FOR REVIEW AND APPROVAL. ELEVATIONS OF FORMS SHALL BE RECORDED AT 10' INTERVALS. ADJUSTMENTS TO FORMS SHALL BE COMPLETE 4 HRS. PRIOR TO CONCRETE PLACEMENT.

17. CONCRETE FOR STREET PAVEMENTS SHALL BE "CLASS A" CONCRETE, SHALL NOT HAVE LESS THAN FIVE AND ONE HALF (5 1/2) SACKS OF CEMENT PER CUBIC YARD, AND SHALL NOT HAVE MORE THAN SIX AND ONE HALF (6 1/2) GALLONS OF WATER PER SACK OF CEMENT. SLUMP SHALL NOT EXCEED FIVE (5) INCHES AND SHALL DEVELOP A MODULUS OF RUPTURE STRENGTH OF TWO THOUSAND FIVE HUNDRED (2500) P.S.I. AT TWENTY EIGHT (28) DAYS. CONCRETE SHALL BE PLACED IN SUCH A MANNER AS TO REQUIRE AS LITTLE HANDLING POSSIBLE. USE OF AN APPROVED VIBRATING SCREED WILL BE REQUIRED. AT INTERSECTIONS AND SMALL AREAS WHERE A VIBRATORY SCREED CAN NOT BE USED, A HAND VIBRATOR OR "JITTERBUG" SHALL BE USED. USE OF A TEN FOOT (10') CONCRETE PAVEMENT STRAIGHT EDGE WILL ALSO BE REQUIRED. ALL EXPOSED JOINTS SHALL BE EDGED AS NOTED ON DETAILS. SURFACE SHALL BE TYPICALLY A BELT FINISH OR BROOM FINISH (COARSE, MEDIUM OR LIGHT) AS REQUIRED BY THE APPLICATION AND DIRECTED BY THE ENGINEER.

18. FLY ASH SHALL MAKE UP FROM 20-25% BY VOLUME OF THE SPECIFIED CEMENT VOLUME AND SHALL CONFORM TO ASTM C 618, CLASS F.

19. CURING COMPOUND SHALL BE TYPE II WITH WHITE PIGMENT. APPLIED AT THE UNDILUTED RATE OF ONE GALLON PER TWO HUNDRED (200) SQUARE FEET.

20. EXPANSION JOINTS SHALL BE CLEANED, WIRE BRUSHED, BLOWN OR FLAME DRIED SEALED WITH AN APPROVED LIST RUBBERIZED HOT LAID ASPHALT JOINT AND CRACK SEALANT OR A TWO (2) COMPONENT POLYMERIC SELF LEVELING COLD APPLIED SEALANT

21. CONTRACTOR WILL NOT PERMIT TRAFFIC ON NEW CONCRETE PAVEMENT UNTIL BOTH A MINIMUM OF SEVEN (7) CURING DAYS AND MODULUS OF RUPTURE STRENGTH OF THIRTY THOUSAND FIVE HUNDRED (3500) P.S.I. TAKES PLACE OR AS APPROVED BY THE ENGINEER/PUBLIC WORKS

22. CONCRETE FOR CURB SHALL BE A 3000 P.S.I. PERFORMANCE STRENGTH CONCRETE WITH A MINIMUM FIVE (5) SACK CEMENT PER CUBIC YARD CONTENT. CURB CONCRETE MIX MAY BE A SMALL AGGREGATE BATCH DESIGN.

23. A CONCRETE MIX DESIGN OF CONCRETE PLUS FLY ASH MAY BE SUBSTITUTED IN LIFU OF THE STANDARD CONCRETE BATCH DESIGN. THE FLY ASH SHALL CONFORM TO THE REQUIREMENTS OF TXDOT MATERIAL SPECIFICATION D-9-8900, AND SHALL NOT EXCEED 25% BY ABSOLUTE VOLUME OF THE SPECIFIED CEMENT CONTENT. THE MODULUS OF RUPTURE STRENGTHS MINIMUMS AND DEVELOPMENT PERIOD OF THE STANDARD CONCRETE MIX DESIGN SHALL REMAIN IN EFFECT AND SHALL BE VERIFIED BY A CONCRETE BATCH MIX DESIGN PREPARED AND TESTED BY A GEOTECHNICAL LAB AND SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY ENGINEERING/PUBLIC WORKS DEPARTMENT PRIOR TO PAVING OPERATIONS.

24. ALL PAVEMENT SAW CUT REQUIRED IN THE PLANS SHALL BE CONSIDERED SUBSIDIARY TO THE PAVING REMOVAL PAY ITEM REQUIRING IT.

25. BLOCK SOD SHALL BE PLACED 16" (ONE BLOCK WIDTH) WIDE ALONG THE EDGE OF ALL NEWLY CONSTRUCTED CURBS AND TO DRIVEWAY REPLACEMENT LIMITS.

26. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANALYZING WEATHER CONDITIONS AND TO SUSPEND OPERATIONS DURING PERIODS WHEN ADVERSE WEATHER CONDITIONS APPEAR LIKELY. NO CONCRETE SHALL BE PLACED WHEN THE TEMPERATURE IS 35°F AND RISING. HOWEVER, NO CONCRETE SHALL BE PLACED WHEN THE CONCRETE TEMPERATURE IS ABOVE 100°F. THE CONTRACTOR SHALL KEEP SUFFICIENT LENGTH OF COVERING MATERIAL ON THE JOB SITE TO PLACE OVER AND PROTECT THE SURFACE OF "FRESH" CONCRETE DURING PERIODS OF

27. CUL-DE-SACS TO BE PAVED COMPLETELY WITH NO ISLANDS

WASTEWATER CONSTRUCTION NOTES

CONTRACTOR SHALL PROVIDE RECORD OF LOCATION OF ALL STACKS, STUBS, LEADS, ETC. TO CITY OF ANGLETON.

SEPARATION DISTANCES FOR ALL SANITARY SEWER AND WATER MAIN CONSTRUCTION SHALL BE GOVERNED BY THE "TEXAS NATURAL RESOURCE CONSERVATION COMMISSION RULES AND REGULATIONS FOR DESIGN CONSERVATION COMMISSION RULES AND REGULATIONS FOR DESIGN CRITERIA FOR SEWAGE SYSTEMS "SECTION 317.20," LATEST PRINTING.

MAINTAIN 12-INCH MINIMUM VERTICAL CLEARANCE AT CROSSINGS BETWEEN SANITARY SEWERS AND CULVERTS, UNLESS OTHERWISE NOTED.

4. WHERE SANITARY SEWER LINE CROSSES A WATER LINE WITH LESS THAN 9-FEET BUT MORE THAN 6-INCHES VERTICAL SEPARATION, PROVIDE ONE MINIMUM 18-FOOT JOINT OF PRESSURE RATED P.V.C. SANITARY SEWER (ASTM D2241, CLASS 150, SDR 26) CENTERED ON WATER LINE. INCLUDE COST OF WATER LINE CROSSING IN UNIT PRICE BID PER LINEAR FOOT FOR SANITARY SEWER IN APPROPRIATE SIZES.

5. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE UPON ENCOUNTERING ANY UNSUITABLE TRENCH CONDITIONS.

6. SANITARY SEWER LEADS UNDER OR WITHIN 1' OF EXISTING OR FUTURE PAVEMENT SHALL BE BACK FILLED WITH CEMENT STABILIZED SAND UP TO WITHIN 1' OF TOP OF PAVING SUBGRADE. CEMENT STABILIZED SAND BACK FILL FOR LEADS SHALL BE INCLUDED IN THE BID UNIT PRICE

LOW PRESSURE AIR TEST SHALL BE CONDUCTED PER TNRCC TAC 317.2. HOLDING TIMES SHALL BE AS ESTABLISHED BY TNRCC. CONTRACTOR TO PROVIDE TEST PLUGS AND RISERS. CONTRACTOR TO OPEN CUT ALL SANITARY SEWER CONSTRUCTION UNLESS NOTE OTHER WISE, SEWER SERVICES TO BE INSTALLED FULL WIDTH OF ROADWAY.-NO HALF STREET INSTALLATIONS.

CONTRACTOR SHALL AT ALL TIMES PROVIDE MAXIMUM UNINTERRUPTED SERVICE AND SHALL AVAIL OF ANY ROUTING METHOD AND EQUIPMENT TO ACCOMPLISH THIS.

10. ALL SINGLE AND DOUBLE SERVICE LEAD SHALL BE A MINIMUM SIX INCH (6") UNLESS OTHERWISE DIRECTED BY THE ENGINEER/PUBLIC WORKS AND/OR FIELD ADJUSTED BY THE UTILITY DEPARTMENT IN THE FUTURE.

WATER CONSTRUCTION NOTES

CONSTRUCTION DETAIL.

CONTRACTOR SHALL PROVIDE ADEQUATE THRUST BLOCKING TO WITHSTAND TEST PRESSURE AS SPECIFIED IN CONTRACT DOCUMENTS. THRUST BLOCKING SHALL BE CLASS "B" CONCRETE 2500 P.S.I. AND SHALL BE SUBSIDIARY TO THE BID ITEM PERTINENT TO ITS USE. ALL CEMENT STABILIZED SAND BACKFILL SHALL BE 1.5 SK/CY CEMENT CONTENT. ALL M.J. D.I. FITTINGS WILL HAVE M.J. RESTRAINTS (STARGRIP OR EQUAL) WRAP FITTINGS & RESTRAINTS WITH 10 MIL

SEPARATION DISTANCES OF ALL WATER MAIN AND SANITARY SEWER MAIN CONSTRUCTION SHALL BE GOVERNED BY THE "TEXAS NATURAL RESOURCE CONSERVATION COMMISSION RULES AND REGULATIONS FOR DESIGN CRITERIA FOR SEWAGE SYSTEMS," SECTION 317.20, LATEST PRINTING.

3. ALL 4" THROUGH 12" WATER MAINS TO BE P.V.C. PIPE, AWWA C-900, CLASS 150, SDR 18, MEETING THE REQUIREMENTS OF ANSI/NSF 61 UNLESS OTHERWISE NOTED.

WATER LINES UNDER OR WITHIN 1 FEET OF NEW OR EXISTING PAVEMENTS (STREETS AND DRIVEWAYS) SHALL BE BACK FILLED WITH CEMENT STABILIZED SAND AS SPECIFIED IN THE

PROVIDE A MINIMUM SIX-INCHES (6") OF CLEARANCE AT STORM SEWER AND WATER LINE

4-INCH THROUGH 12-INCH LINES TO HAVE A MINIMUM OF 4'-0" COVER BELOW TOP OF CURB. UNLESS OTHERWISE NOTED, VARY FLOW LINE UNIFORMLY FROM DEPTH SHOWN ON

CENTERLINE OF FIRE HYDRANT TO BE LOCATED AT 3' FROM BACK OF CURB WITH CENTERLINE OF STEAMER NOZZLE 22 INCHES ABOVE FINISHED GRADE. TURN STEAMER OUTLET TO FACE

WHERE WATER LINE CROSSES SANITARY SEWER LINE OR LEAD WITH LESS THAN NINE FEET (9') VERTICAL SEPARATION, PROVIDE ONE MINIMUM 18-FOOT JOINT OF WATER LINE CENTERED ON LEAD. INCLUDE COST OF LEAD CROSSING IN UNIT PRICE BID PER LINEAR FOOT FOR WATER LINE IN APPROPRIATE SIZES.

THE CONTRACTOR AT ALL TIMES PROVIDE MAXIMUM UNINTERRUPTED FLOW TO ALL SERVICES AND MAINS AND SHALL AVAIL OF ANY ROUTING METHOD AND EQUIPMENT TO ACCOMPLISH THIS.

CENTERPOINT ENERGY / ENTEX NOTES

CAUTION: <u>UNDERGROUND</u> 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 NOT USUALLY 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 (979) 849-4364 OR 811 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 (800) 752-8036 OR (713) 659-2111 (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 BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING.

* FOR EMERGENCIES REGARDING GAS LINES CALL (800) 659-2111 OR (713) 659-2111.

THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

ACTIVITIES ON OR ACROSS CENTERPOINT ENERGY FEE OR EASEMENT PROPERTY NO APPROVAL TO USE, CROSS OR OCCUPY CENTERPOINT FEE OR EASEMENT PROPERTY IS GIVEN. IF YOU NEED TO USE CENTERPOINT PROPERTY, PLEASE CONTACT OUR SURVEYING & RIGHT OF WAY DIVISION AT (713) 207-5769.

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 YOU 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 ENERGY AT 713-207-2222.

SBC NOTES

THE LOCATIONS OF SOUTHWESTERN BELL TELEPHONE CO. UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.

TEXAS NEW MEXICO POWER NOTES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTMPETD TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH AND 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 TEXAS NEW MEXICO POWER AT (979) 829-5776.

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE ANGLETON CONSTRUCTION MANUAL (ACM) AND LAND DEVELOPMENT CODE, HEREAFTER REFERRED TO THE ACM AND THE LDC.

2. APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, ADEQUACY, AND COMPLIANCE OF THE SUBMITTED PLANS.

3. ALL RESPONSIBILITY FOR RESTS ON DESIGN ENGINEER WHO PREPARED THEM, IN APPROVING THESE PLANS, THE CITY MUST RELY ON THE ADEQUACY AND ACCURACY OF THE DESIGN

4. DESIGNS SHALL BE IN COMPLETE COMPLIANCE WITH THE LDC AND THE ACM. ANY WAIVER. DEVIATION, VARIANCE, OR EXCEPTION FROM ANY SPECIFIC REQUIREMENT(S) OF THE LDC OR ACM THAT WERE NOT EXPRESSLY REQUESTED WHEN PLANS ARE SUBMITTED, SHALL NOT BE CONSTRUED TO HAVE BEEN GRANTED IF PLANS ARE APPROVED. IT IS THE RESPONSIBILITY OF THE ENGINEER TO MAKE SUCH A WAIVER PROACTIVELY WHEN PLANS ARE SUBMITTED.

5. A MINIMUM OF TWO EXISTING BENCHMARKS SHOULD BE SHOWN ON THE PLANS. IN ADDITION, TWO PERMANENT BENCHMARKS PER SUBDIVISION SHALL BE INSTALLED IN EACH NEW SUBDIVISION TO INCLUDE DESCRIPTION, LOCATION, AND ELEVATION AND TIE TO CITY

6. CAST BRONZE SURVEY MARKERS SHALL BE PLACED IN CONCRETE IN PERMANENT, ACCESSIBLE LOCATIONS AT THE TIME OF CONSTRUCTION. THE LOCATIONS OF THE MARKERS SHALL BE INDICATED ON THE CONSTRUCTION PLANS. A MINIMUM OF ONE MARKER SHALL BE PLACED FOR EACH 20 ACRES OF THE PROJECT.

7. PRIOR TO BEGINNING CONSTRUCTION, THE OWNER OR HIS AUTHORIZED REPRESENTATIVE SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE WITH THE CITY, THE DEVELOPER'S CONSULTING ENGINEER. CONTRACTOR, AND ANY OTHER AFFECTED PARTIES. THE CITY SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE TIME OF THE CONFERENCE AND 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.

8. THE CONTRACTOR SHALL PROVIDE THE CITY A MINIMUM OF 48 HOURS' NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.

9. BARRICADES. BUILT TO CITY SPECIFICATIONS, SHALL BE CONSTRUCTED ON ALL DEAD-END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN JOB SAFETY.

10. IF BLASTING IS PLANNED, A BLASTING PERMIT MUST BE SECURED PRIOR TO COMMENCEMENT

11. ANY EXISTING PAVEMENT, CURBS, AND/OR SIDEWALKS DAMAGED OR REMOVED WILL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION. 12. THE LOCATION OF ANY WATER OR WASTEWATER LINES SHOWN ON THE PLANS MUST BE VERIFIED BY THE PUBLIC WORKS DEPARTMENT.

13. USE ONE CALL UTILITY SYSTEM: DIAL 1-800-344-8377, 48 HOURS BEFORE YOU DIG.

14. ALL STORM SEWER PIPES TO BE CLASS III RCP UNLESS NOTED OTHERWISE. SPECIAL NOTES FOR PLANS, WHEN APPLICABLE.

15. THE SUBGRADE MATERIAL IN RIVERWOOD RANCH SUBDIVISION WAS TESTED BY INTERTEK PSI ON DECEMBER 6, 2019 AND THE STREET SECTION DESIGNED ACCORDING TO THE LDC AND

16. CONSTRUCTED STREET SECTIONS SHALL SHOW THE FOLLOWING:

a. PROVIDE STREET NAMES, WIDTH OF R.O.W., OR OTHER METHODS TO IDENTIFY PROPOSED DESIGN OF DIFFERENT PAVEMENT THICKNESS. IN WRITING OR GRAPHICALLY, DESCRIBE THE STREET SECTION(S) TO BE CONSTRUCTED.

b. MANHOLE FRAMES, COVERS, AND WATER VALVE COVERS WILL BE RAISED TO FINISHED PAVEMENT GRADE AT THE OWNER'S EXPENSE BY A QUALIFIED CONTRACTOR WITH CITY INSPECTION. ALL UTILITY ADJUSTMENTS SHALL BE COMPLETED PRIOR TO FINAL PAVING CONSTRUCTION.

c. CROWNS OF INTERSECTING STREETS WILL CULMINATE IN A DISTANCE OF 40 FEET FROM THE INTERSECTING CURB LINE UNLESS OTHERWISE NOTED. INLETS ON THE INTERSECTING STREET SHALL NOT BE CONSTRUCTED WITHIN 40 FEET OF THE VALLEY GUTTER, UNLESS OTHERWISE d. PRIOR TO FINAL ACCEPTANCE OF A STREET OUTSIDE THE CITY LIMITS, STREET NAME SIGNS

CONFORMING TO COUNTY STANDARDS SHALL BE INSTALLED BY DEVELOPER. e. SIDEWALK REQUIREMENTS (GIVE STREET NAME AND LOCATION OF REQUIRED SIDEWALK, I.E.,

NORTH, SOUTH, EAST, OP. WEST SIDE). f. A CURB LAY DOWN WHERE REQUIRED WHEN ALL POINTS OF SIDEWALKS INTERSECTS

g. INSIDE THE CITY LIMITS, SIDEWALKS SHALL BE COMPLETED PRIOR TO ACCEPTANCE OF ANY DRIVEWAY APPROACHES AND/OR ISSUANCE OF A CERTIFICATE OF OCCUPANCY. WHEN OUTSIDE THE CITY LIMITS, A LETTER OF CREDIT MAY BE POSTED OR OTHER SUITABLE FINANCIAL ARRANGEMENTS MAY BE MADE TO ENSURE CONSTRUCTION OF THE SIDEWALKS. IN EITHER CASE, SIDEWALKS ADJACENT TO "COMMON AREAS", PARKWAYS, OR OTHER LOCATIONS ON WHICH NO BUILDING CONSTRUCTION WILL TAKE PLACE, MUST BE CONSTRUCTED PRIOR

TO FINAL ACCEPTANCE OF THE SUBDIVISION. h. A LICENSE AGREEMENT FOR LANDSCAPING MAINTENANCE AND IRRIGATION IN STREET R.O.W, SHALL BE EXECUTED BY THE DEVELOPER IN PARTY WITH THE CITY PRIOR TO FINAL ACCEPTANCE.

17. CALL THE CITY 48 HOURS PRIOR TO BEGINNING ANY WORK AND SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AND ALL AFFECTED UTILITY PROVIDERS. THE GENERAL CONTRACTOR, THE DEVELOPER AND THE DEVELOPER'S ENGINEER.

CONSTRUCTION SEQUENCING

CALL THE CITY 48 HOURS PRIOR TO BEGINNING ANY WORK AND SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AND ALL AFFECTED UTILITY PROVIDERS, THE GENERAL CONTRACTOR, THE DEVELOPER AND THE DEVELOPER'S ENGINEER.

OBTAIN A DEVELOPMENT PERMIT FROM THE CITY.

PROVIDE THE CITY WITH EVIDENCE ALL TCEQ LICENSES AND REQUIREMENTS ARE UP TO DATE.

INSTALL TEMPOROARY EROSION CONTROLS AND TREE PROTECTION FENCING PRIOR TO ANY CLEARING AND GRUBBING. NOTIFY THE CITY WHEN INSTALLED. ROUGH-CUT ALL REQUIRED OR NECESSARY PONDS. EITHER THE PERMANENT OUTLET STRUCTURE OR

A TEMPORARY OUTLET MUCH BE CONSTRUCTED PRIOR TO IDEVELOPMENT OF ANY AMBANKMENT OR AXCAVATION THAT LEADS TO PONDING CONDITIONS. THE OUTLET SYSTEM MUST CONSIST OF A LOW-LEVEL OUTLET AND AN EMERGENCY OVERFLOW MEETING THE REQUIREMENTS OF THE LDC. THE OUTLET SYSTEM SHALL BE PROTECTED FROM EROSION AND SHALL BE MAINTAINED THROUGHOUT THE COURSE OF CONSTRUCTION UNTIL FINAL RESTORATION IS ACHIEVED.

DELIVER APPPROVED ROUGH-CUT SHEETS TO THE CITY ENGINEER PRIOR TO CLEARING AND

ROUGH GRADE STREETS. NO DEVELOPMENT OF EMBANKEMENT WILL BE PERMITTED AT THIS TIME. INSTALL ALL UTILITIES TO BE LOCATED UNDER THE PROPOSED PAVEMENT OR WITHIN THE ROAD

DELIVER STORM SEWER CUR SHEETS TO THE CITY ENGINEER.

BEGIN INSTALLATION OF STORM SEWER LINES. UPON COMPLETION, RESTORE AS MUCH DISTURABED AREAS AS POSSIBLE, PARTICULARLY CHANNELS AND LARGE OPEN AREAS. DELIVER FINAL GRADE CUT SHEETS TO THE CITY ENGINEER.

RE-GRADE STREETS TO SUB-GRADE.

ENSURE THAT UNDERGROUND UTILITY CROSSINGS ARE COMPLETED. LAY 1ST/ COURSE BASE

MATERIAL ON STREETS.

INSTALL CURB AND GUTTER

LAY FINAL BASE COURSE ON ALL STREETS.

PLACE CONCRETE.

COMPLETE FINAL GRADING AND RESTORATION OF DETENTION, SEDIMENTATION/FILTRATION PONDS. COMPLETE PERMANENT EROSION CONTROL AND RESTORAMATION OF SITE VEGETATION. REMOVE AND DISPOSE OF TEMPORARY EROSION CONTROLS.

COMPLETE ANY NECESSARY FINAL DRESS UP OF AREAS DISTURBED.

RIVERWOOD RANCH SUBDIVISION **SECTION 2** A 78 AC, 109-LOT SUBDIVISION

CONSTRUCTION NOTES

RECORD DRAWING

Item 5.

NO.

DATE

REVISIONS

DESCRIPTION

DESIGNED DR DRAWN BT CHECKED DATE

APPROVED

BAKER & LAWSON, INC. ENGINEERS • PLANNERS • SURVEYORS

4005 TECHNOLOGY DRIVE, SUITE 1530

ANGLETON, TEXAS 77515 (979) 849-6681 REG. NO. F-825



The seal appearing on this document was authorized by Douglas B. Roesler 04-18-22

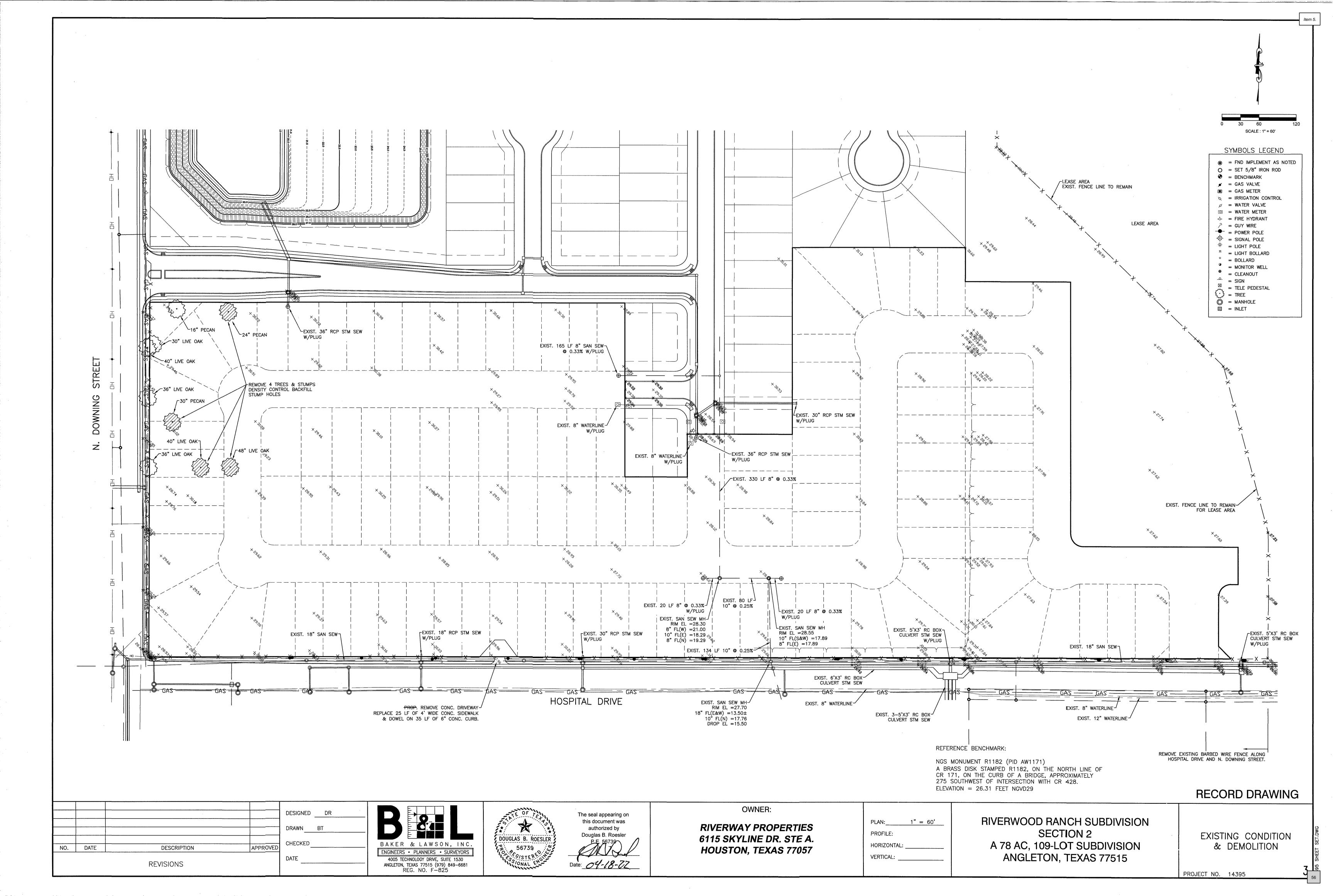
RIVERWAY PROPERTIES 6115 SKYLINE DR. STE A. HOUSTON, TEXAS 77057

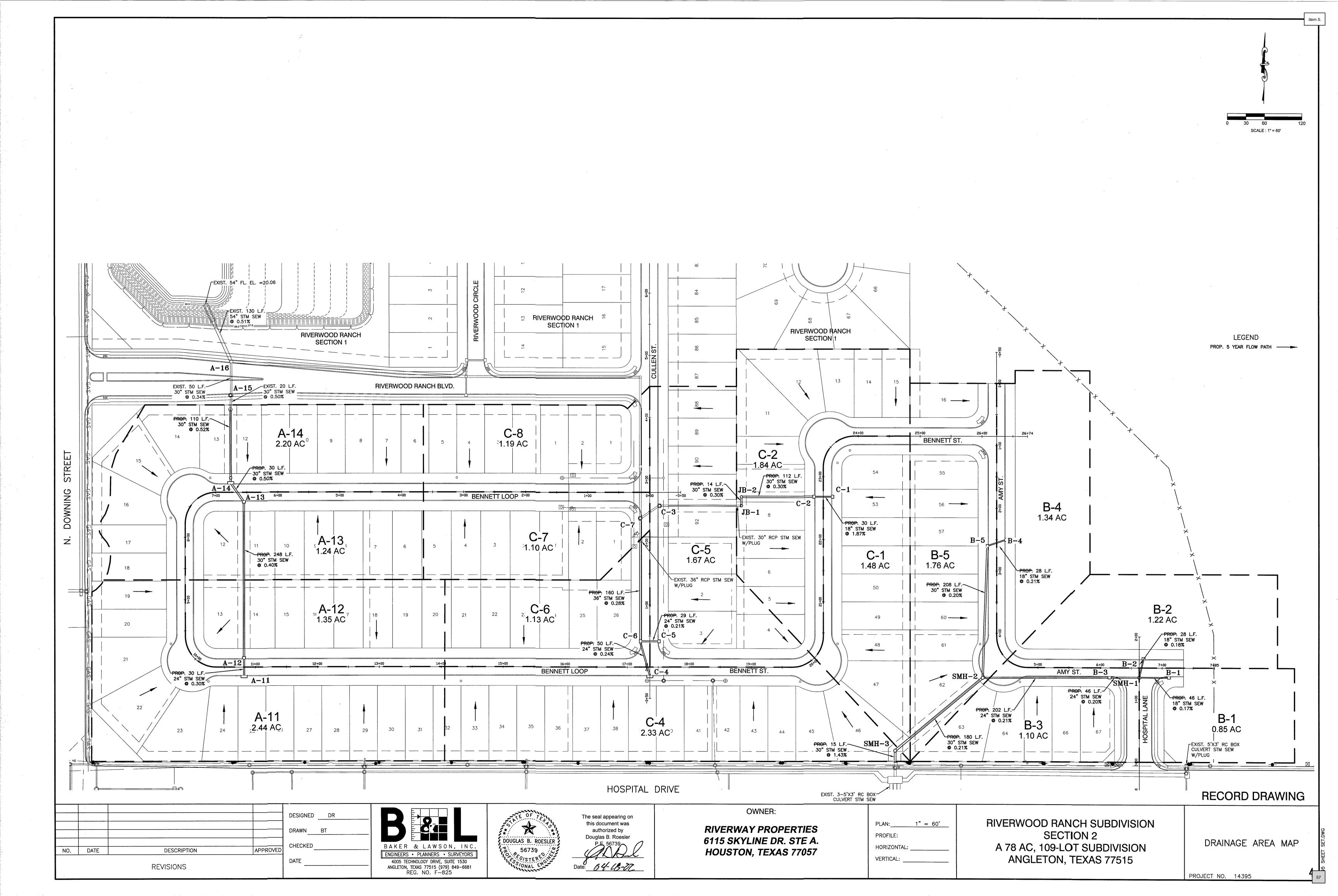
OWNER:

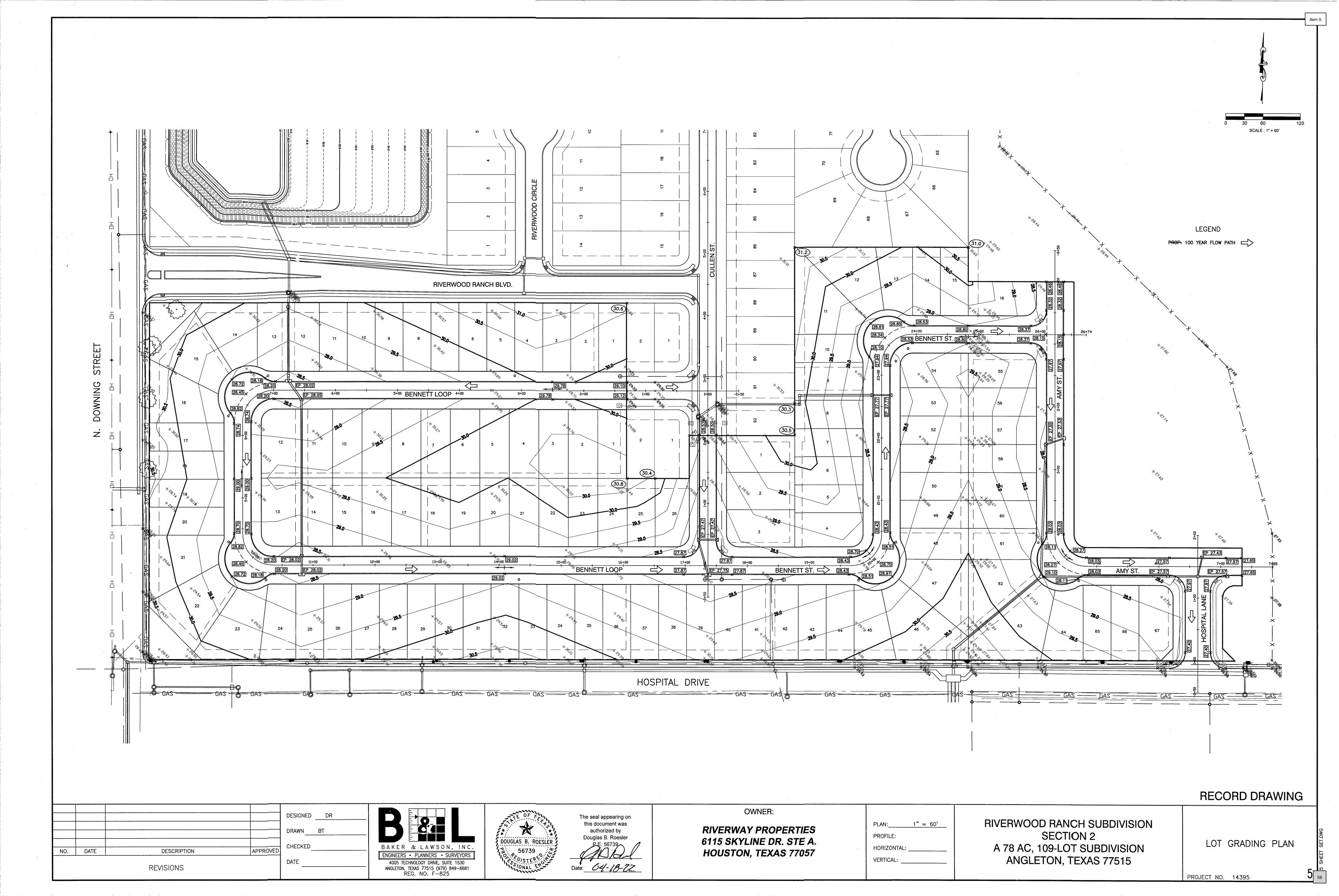
PLAN: PROFILE: HORIZONTAL: VERTICAL:

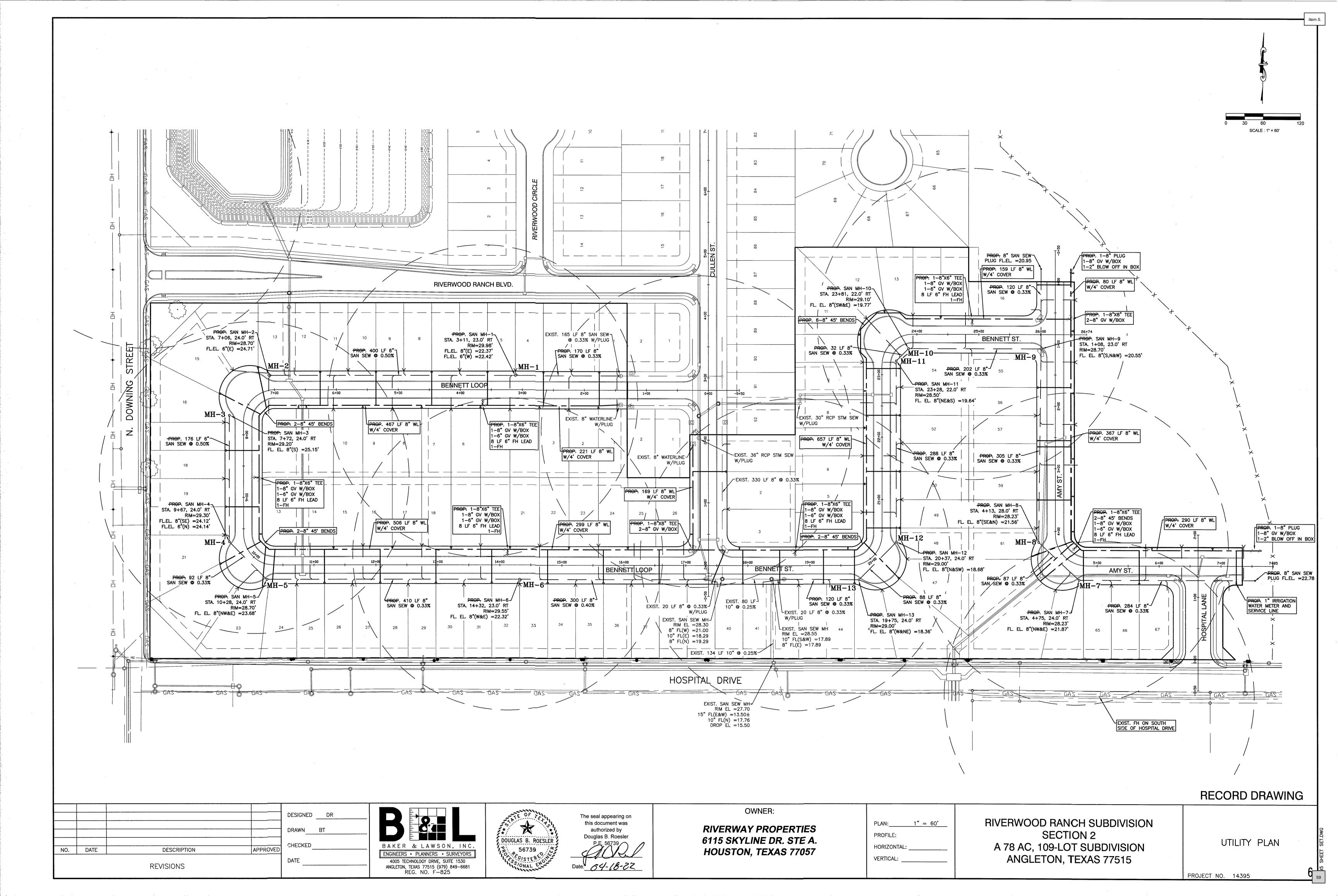
ANGLETON, TEXAS 77515

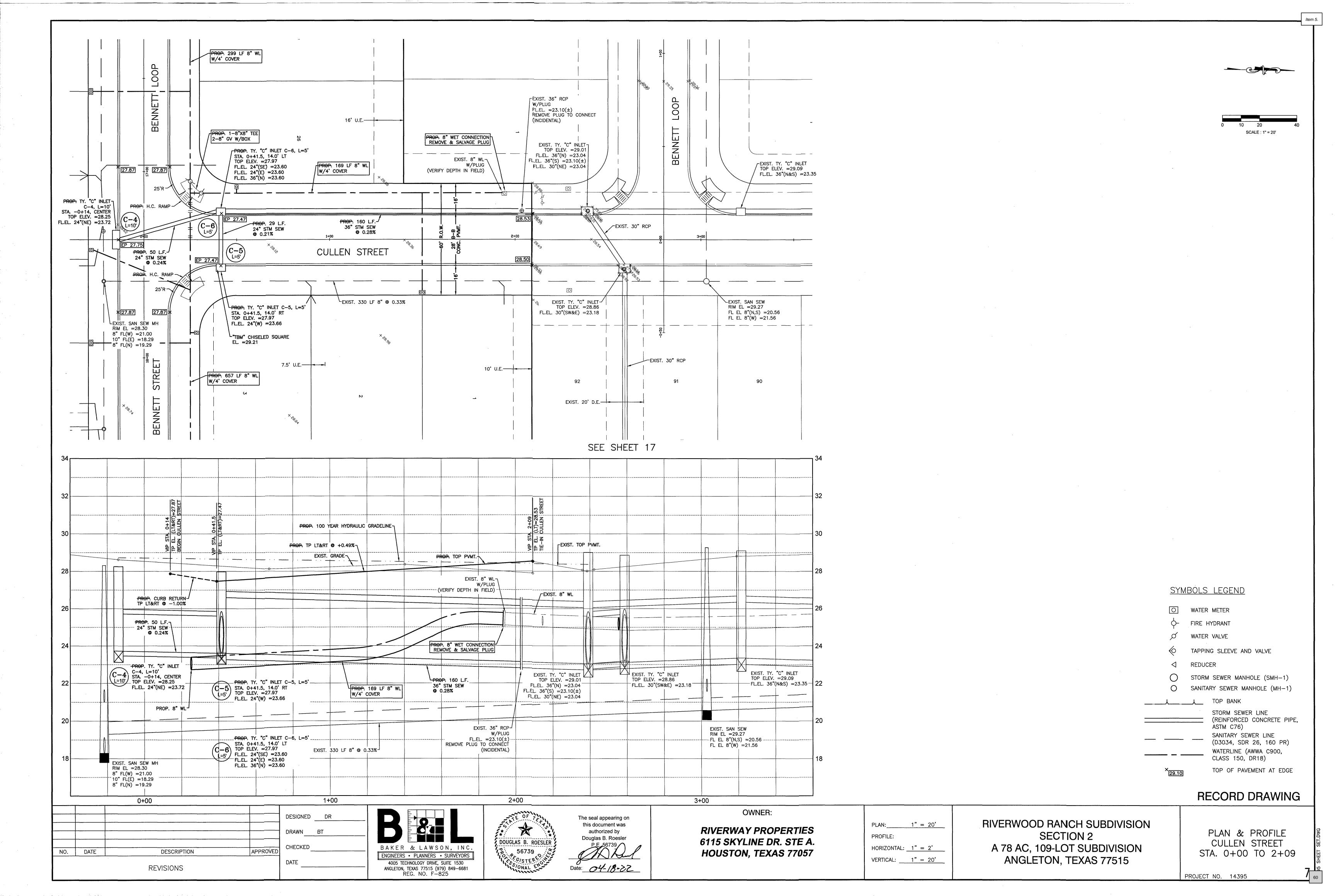
PROJECT NO. 14395

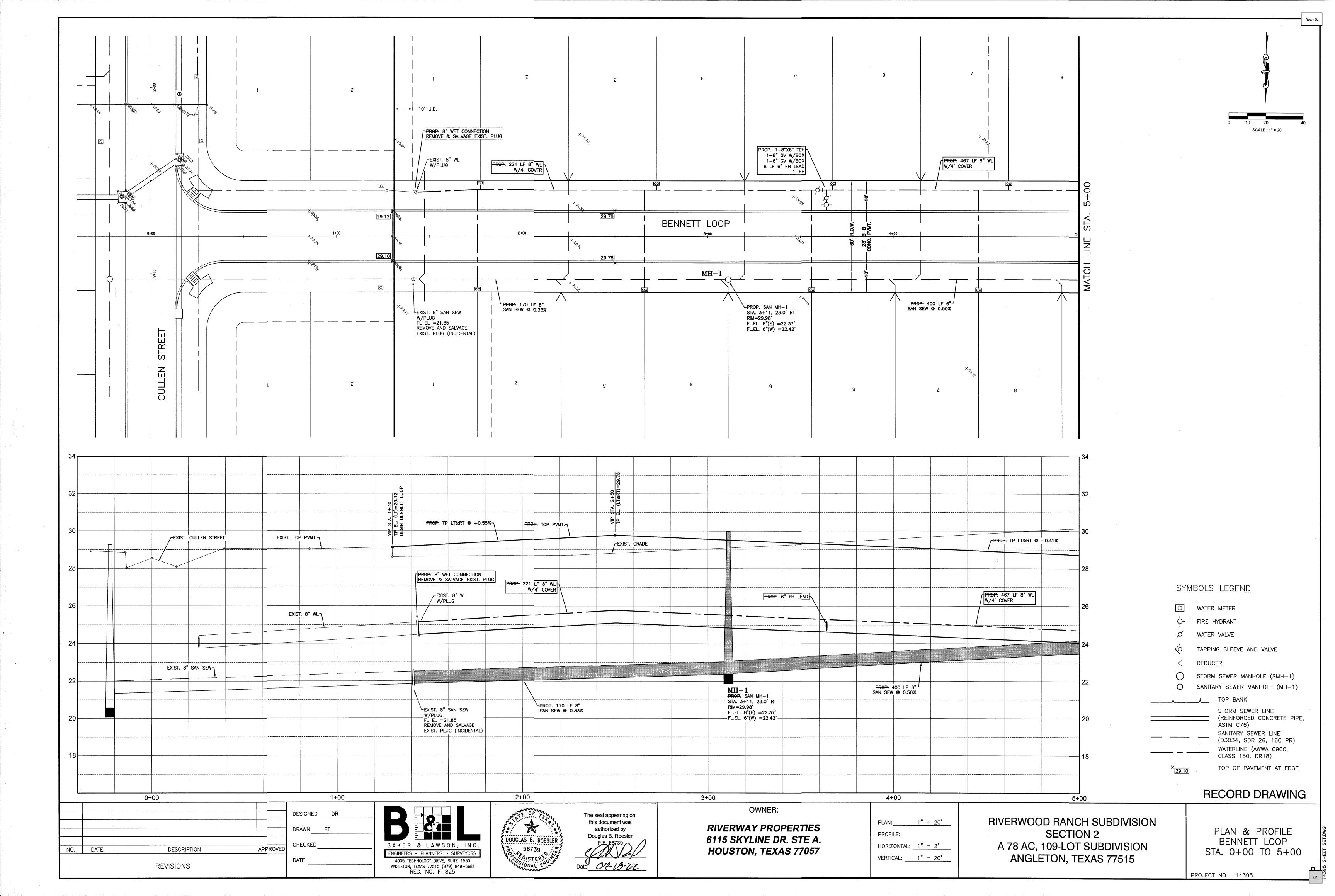


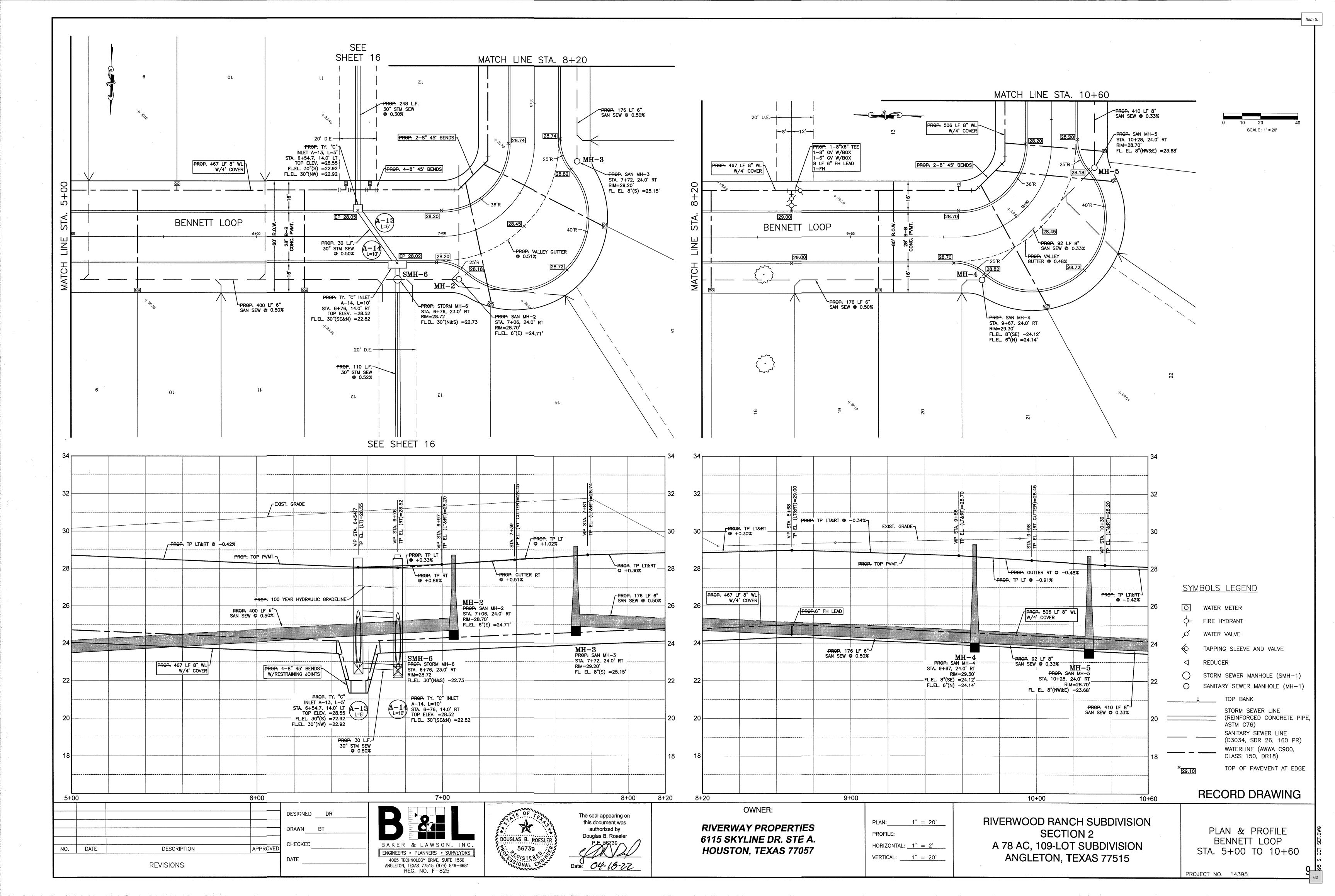


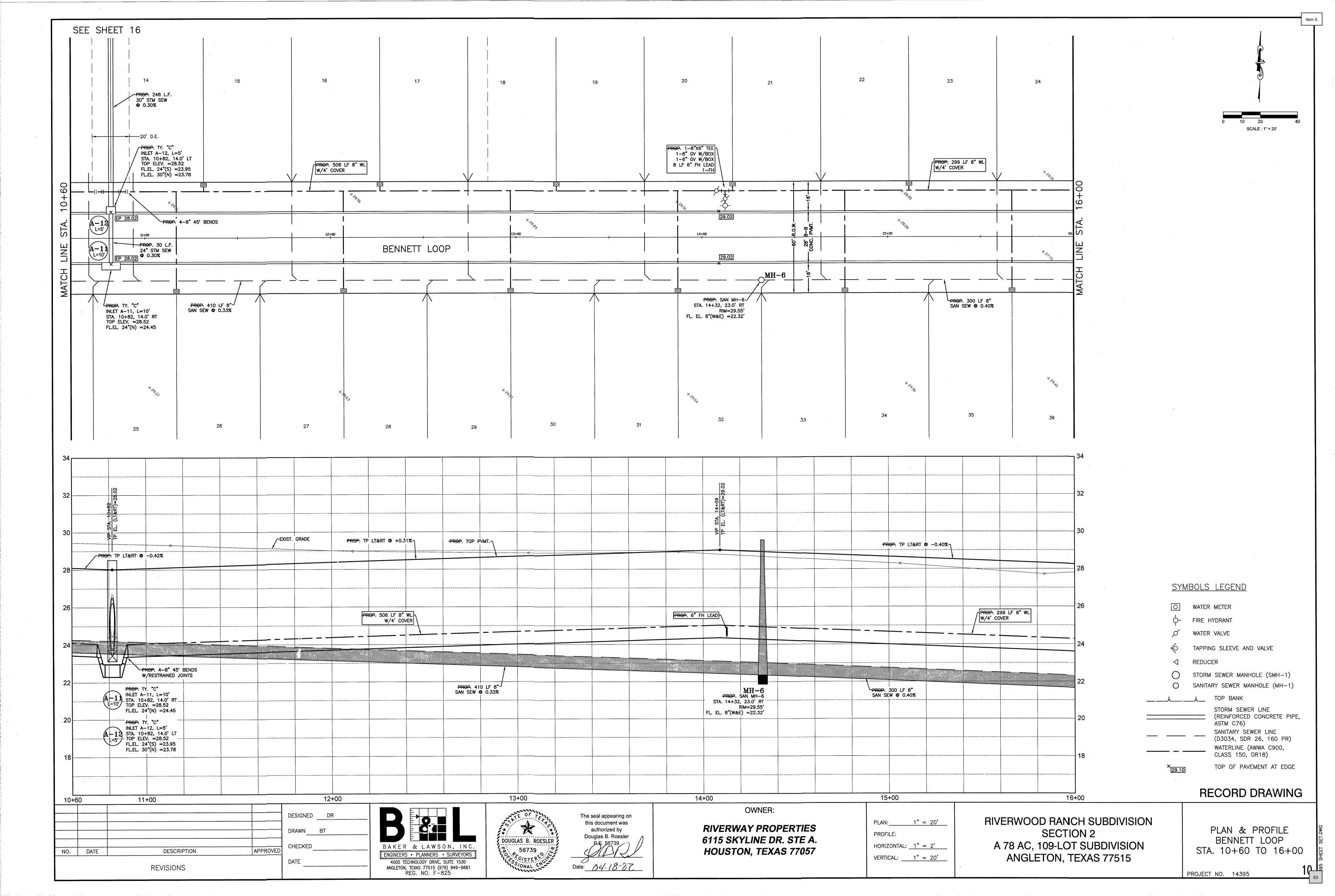


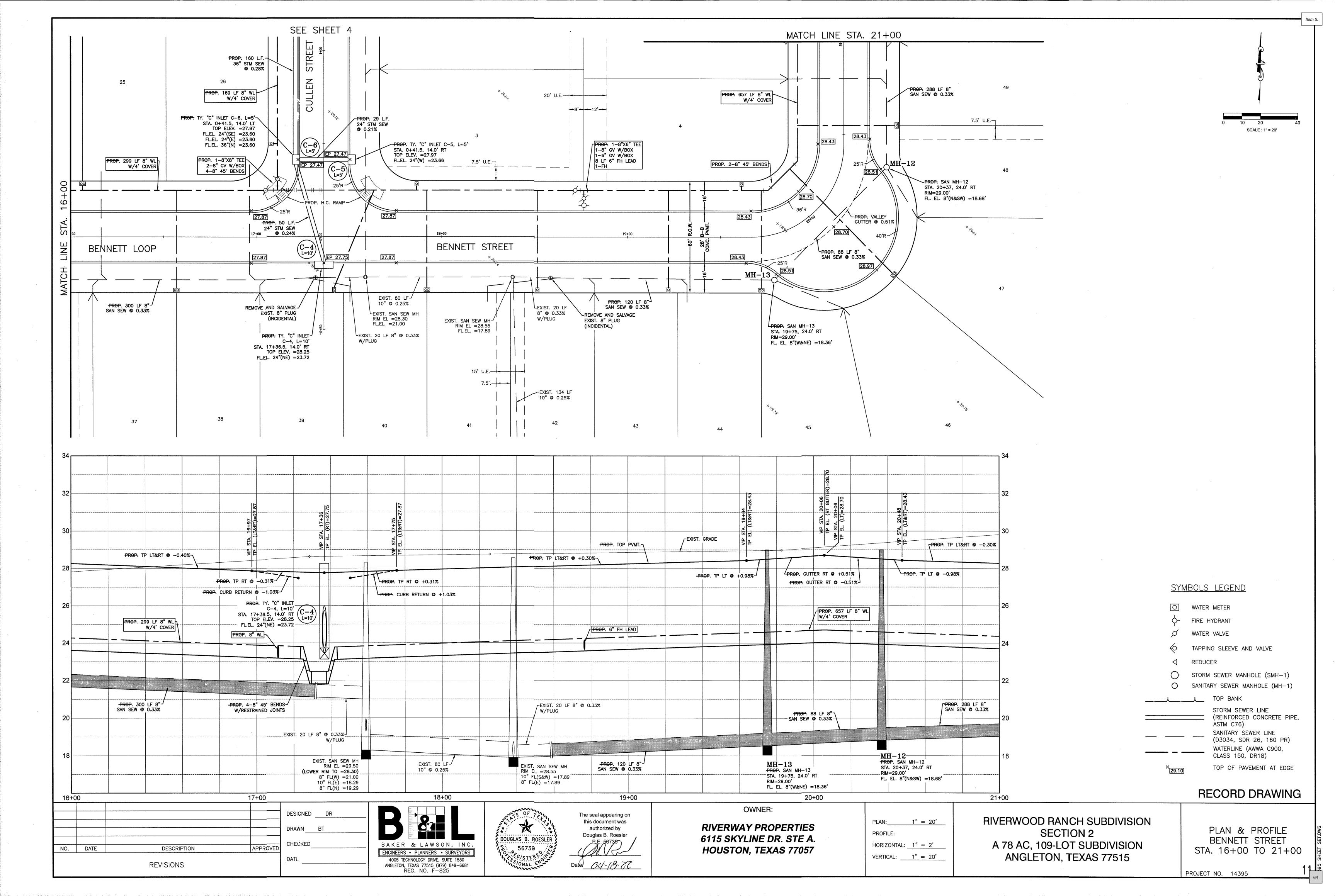


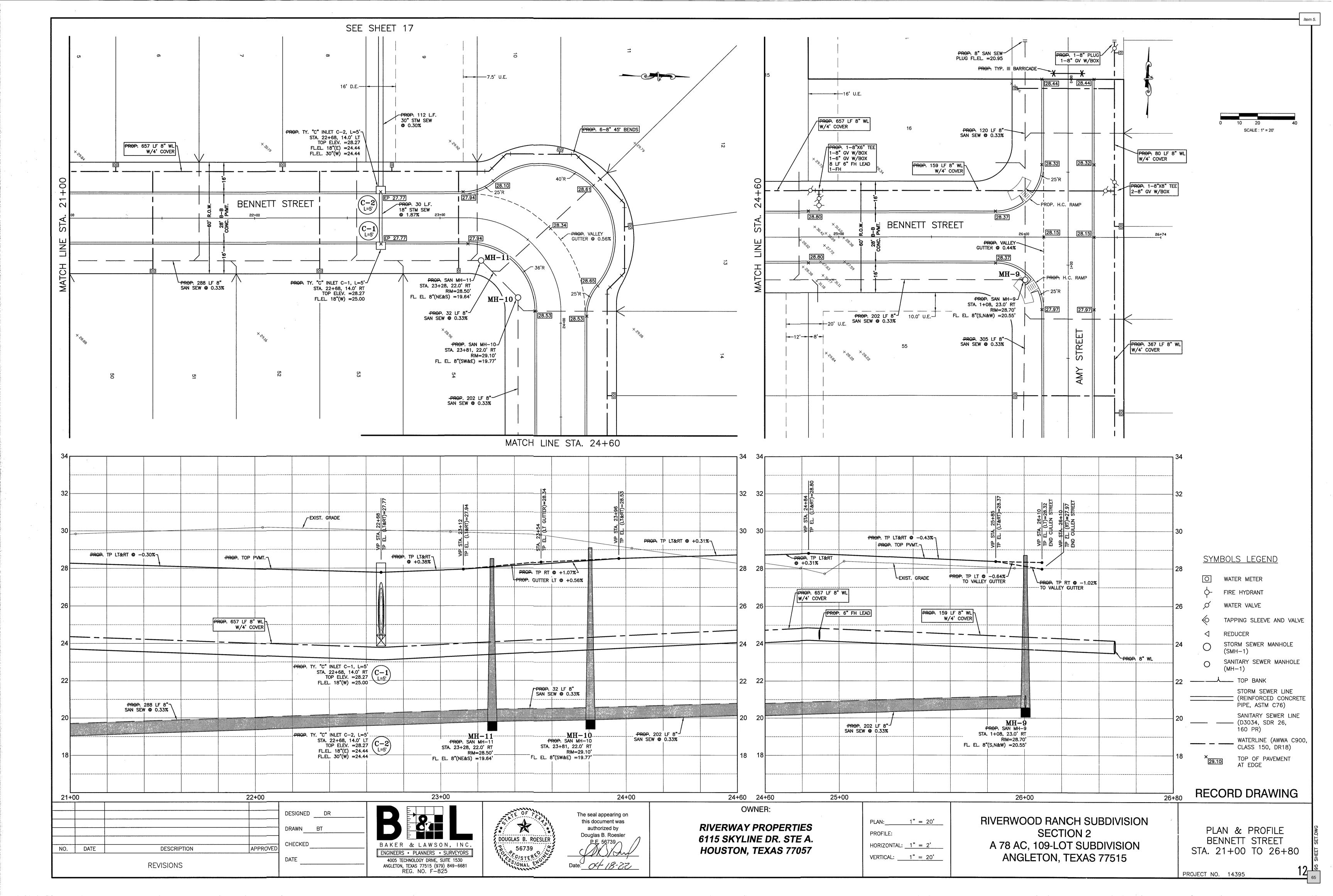


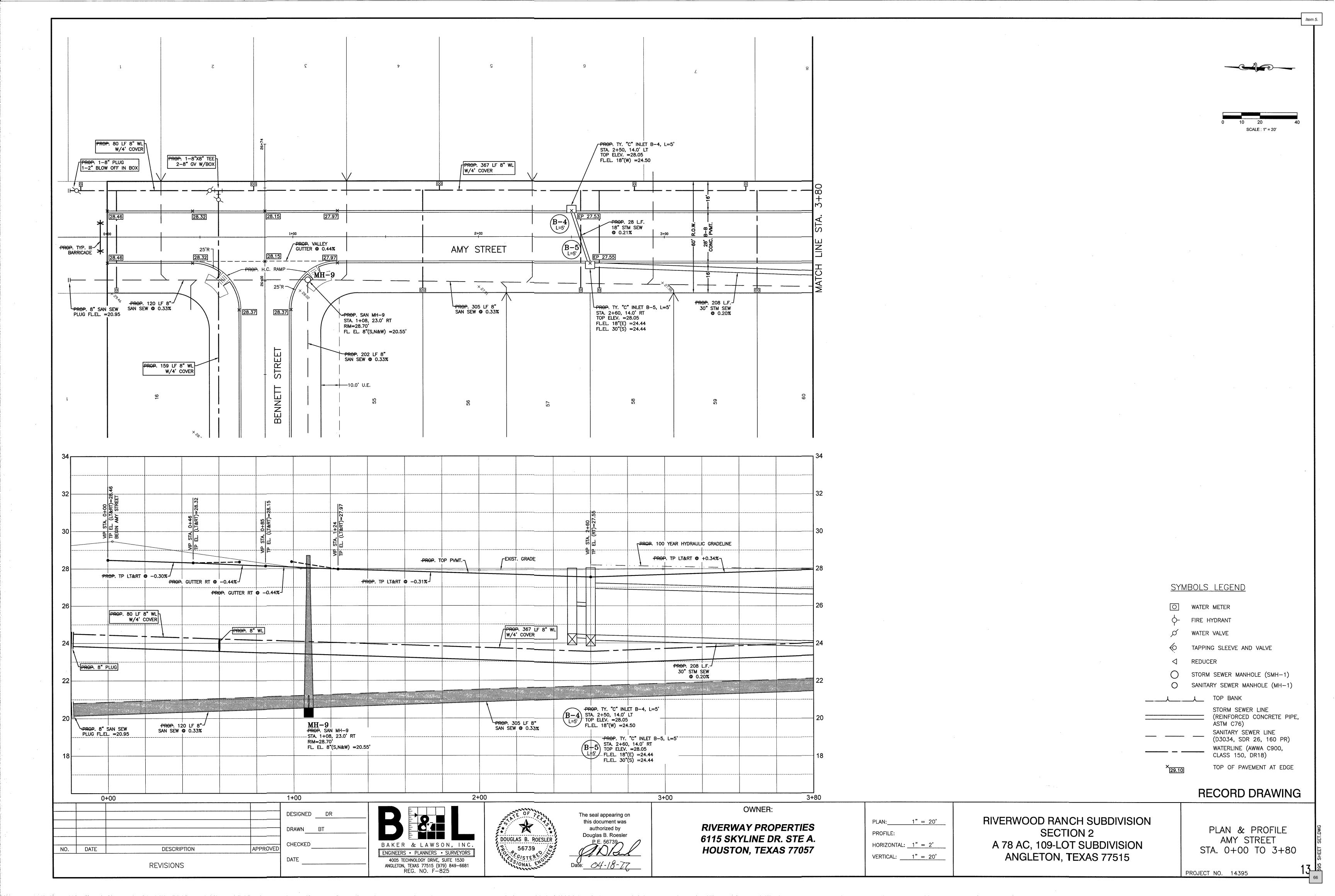


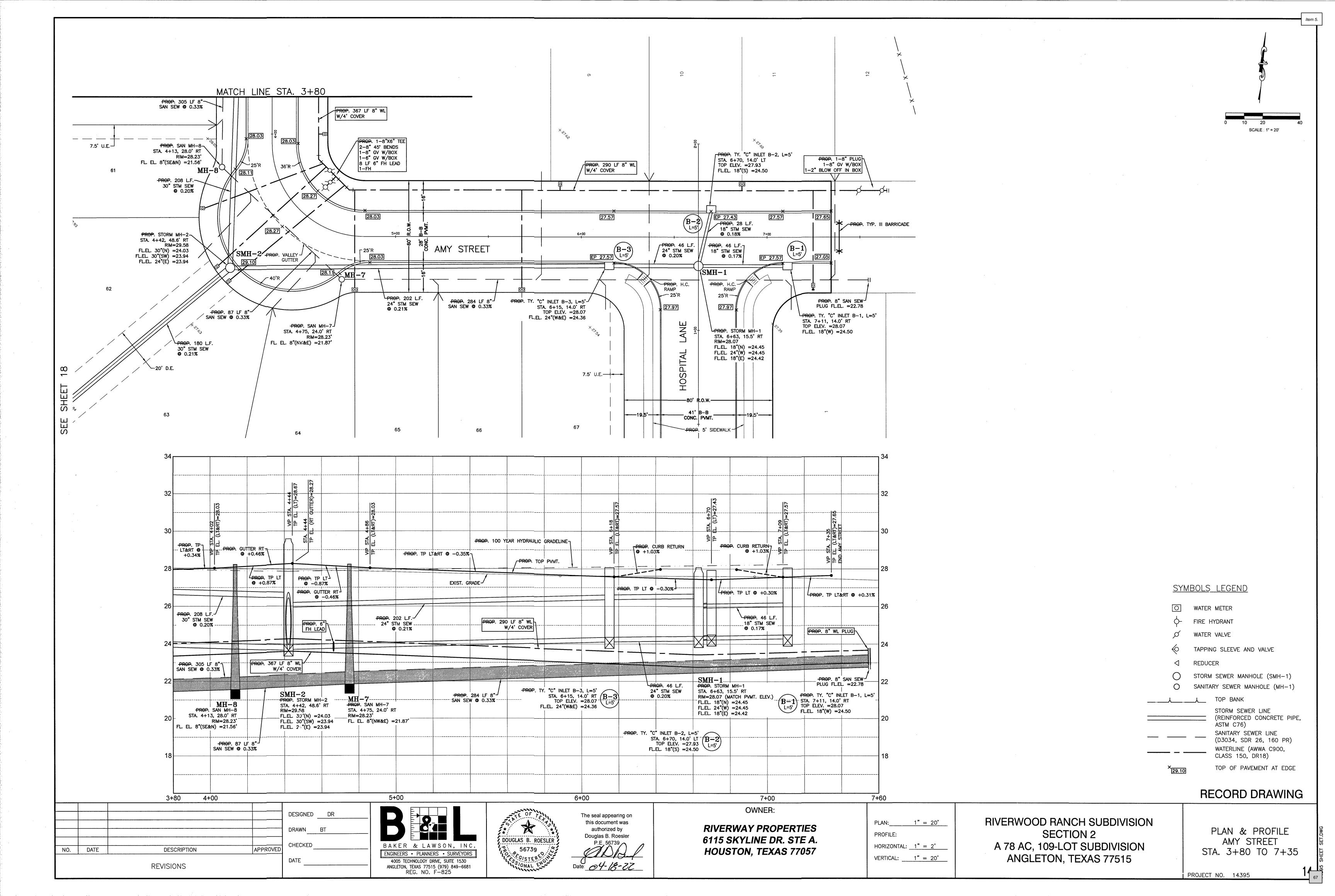


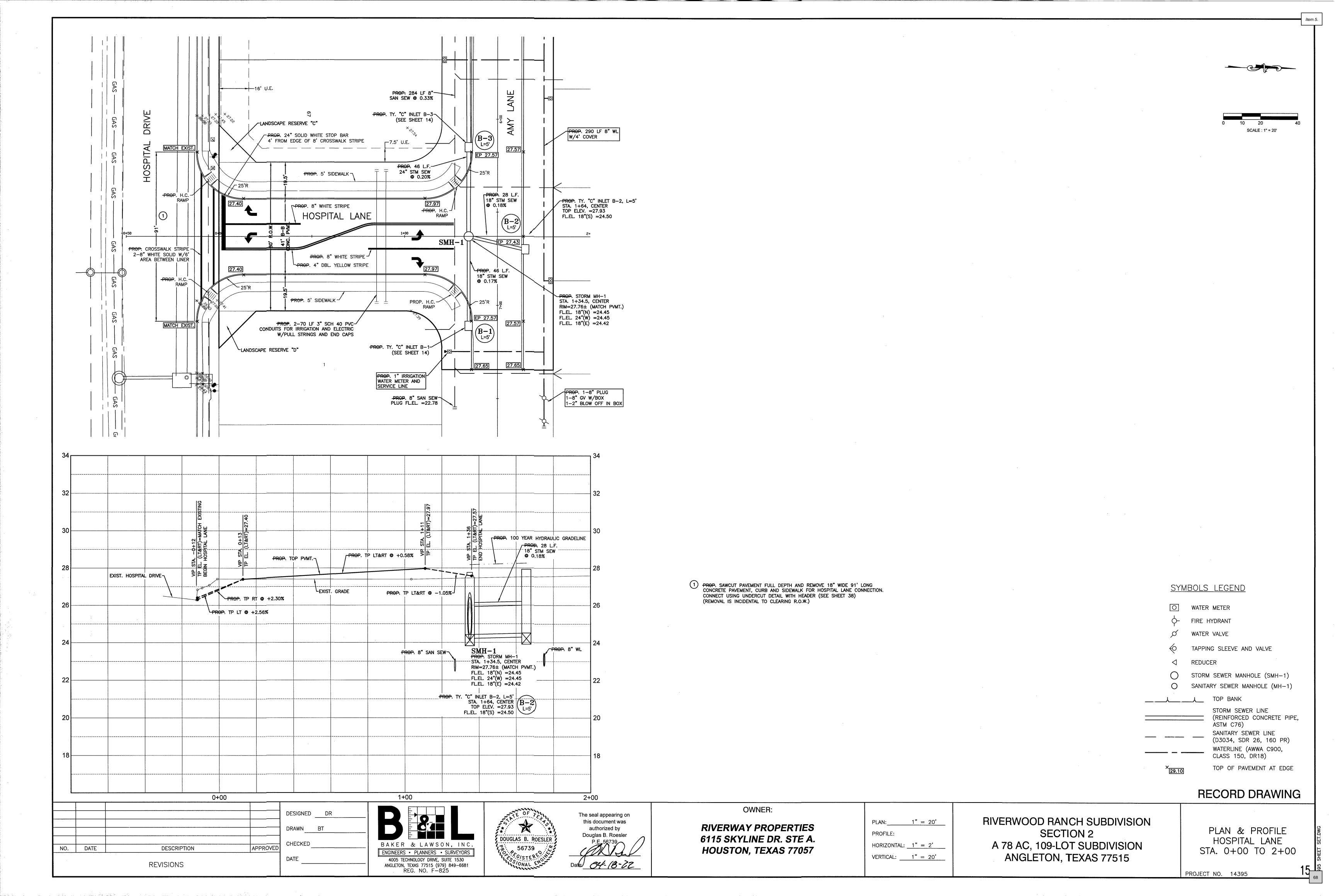


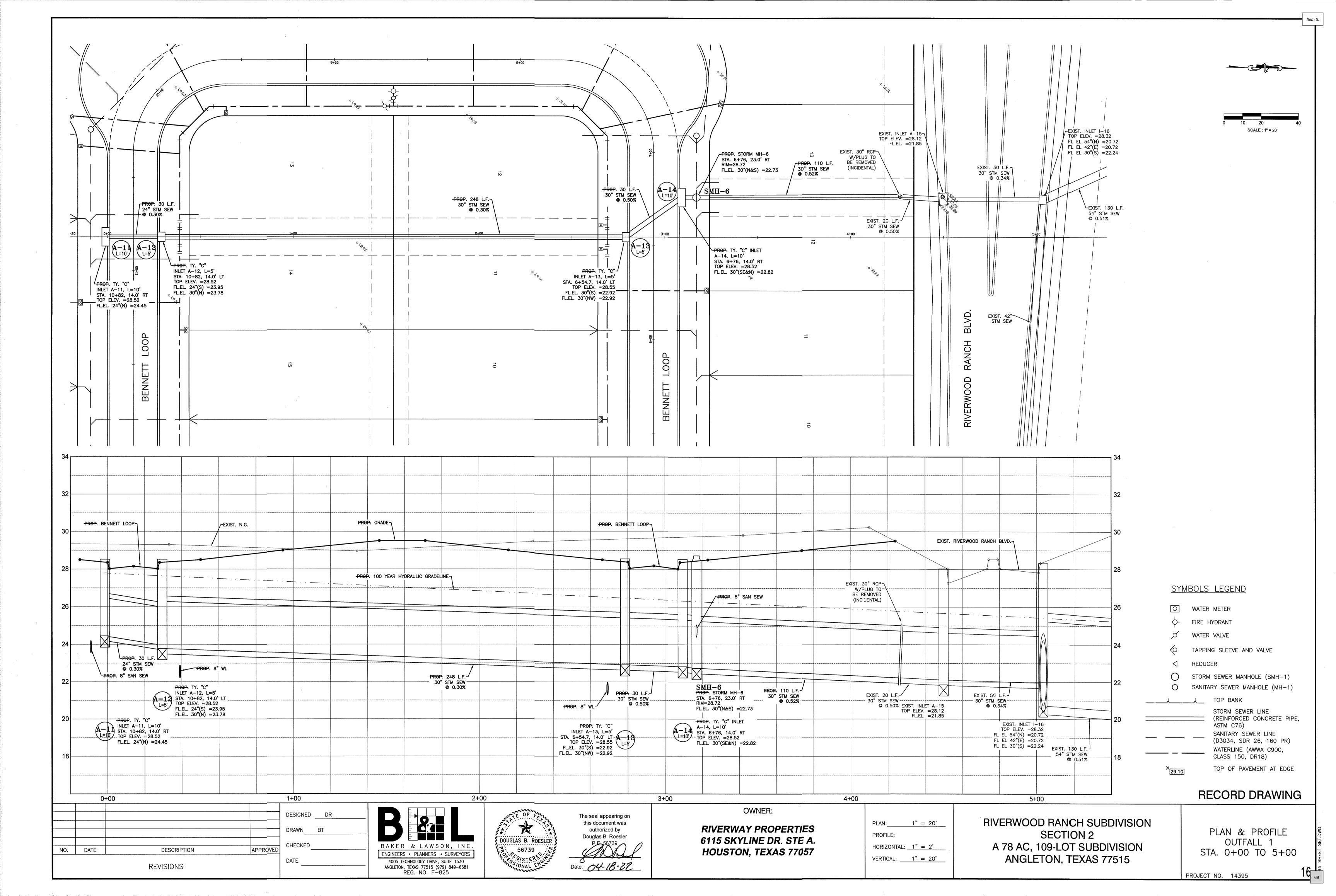


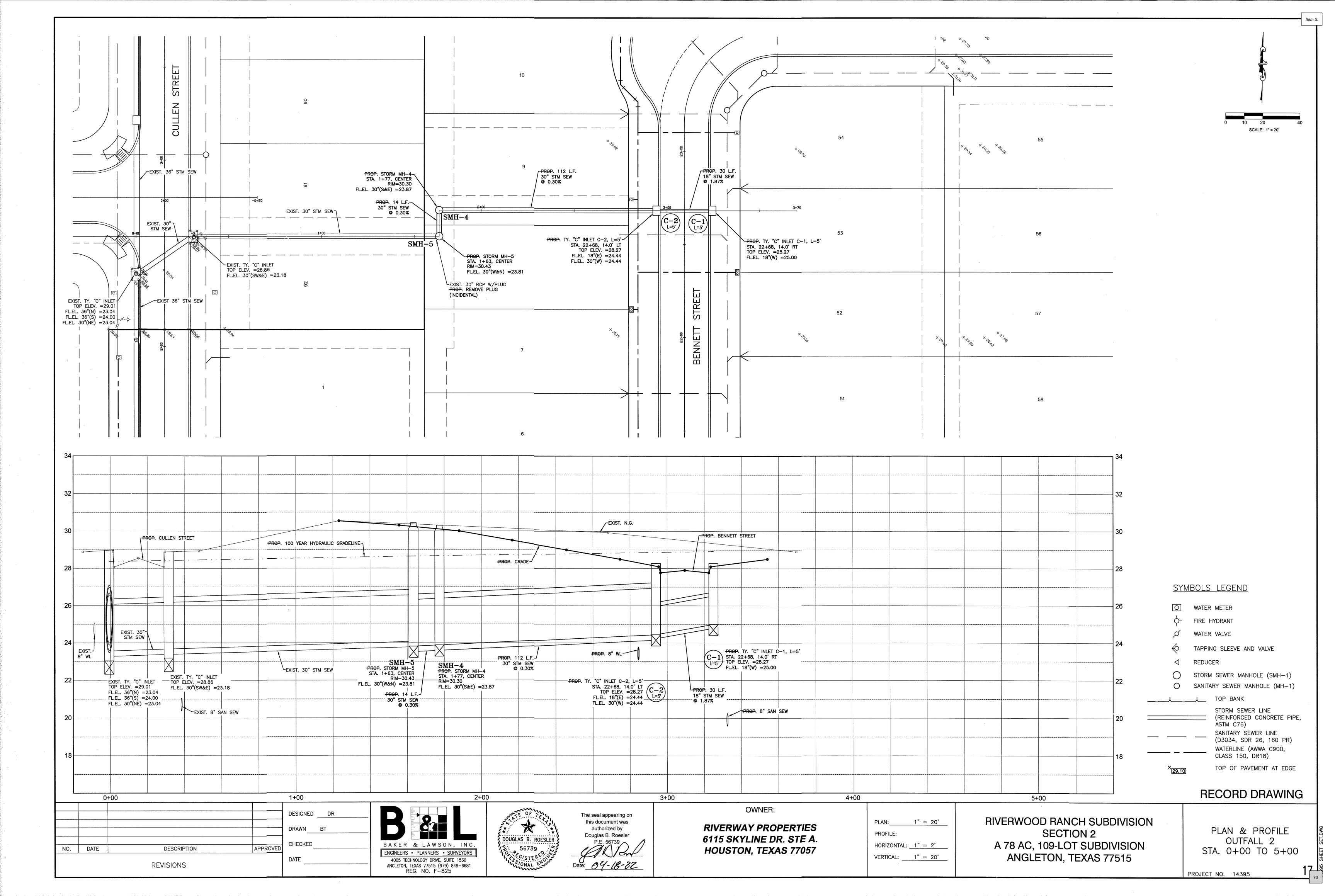


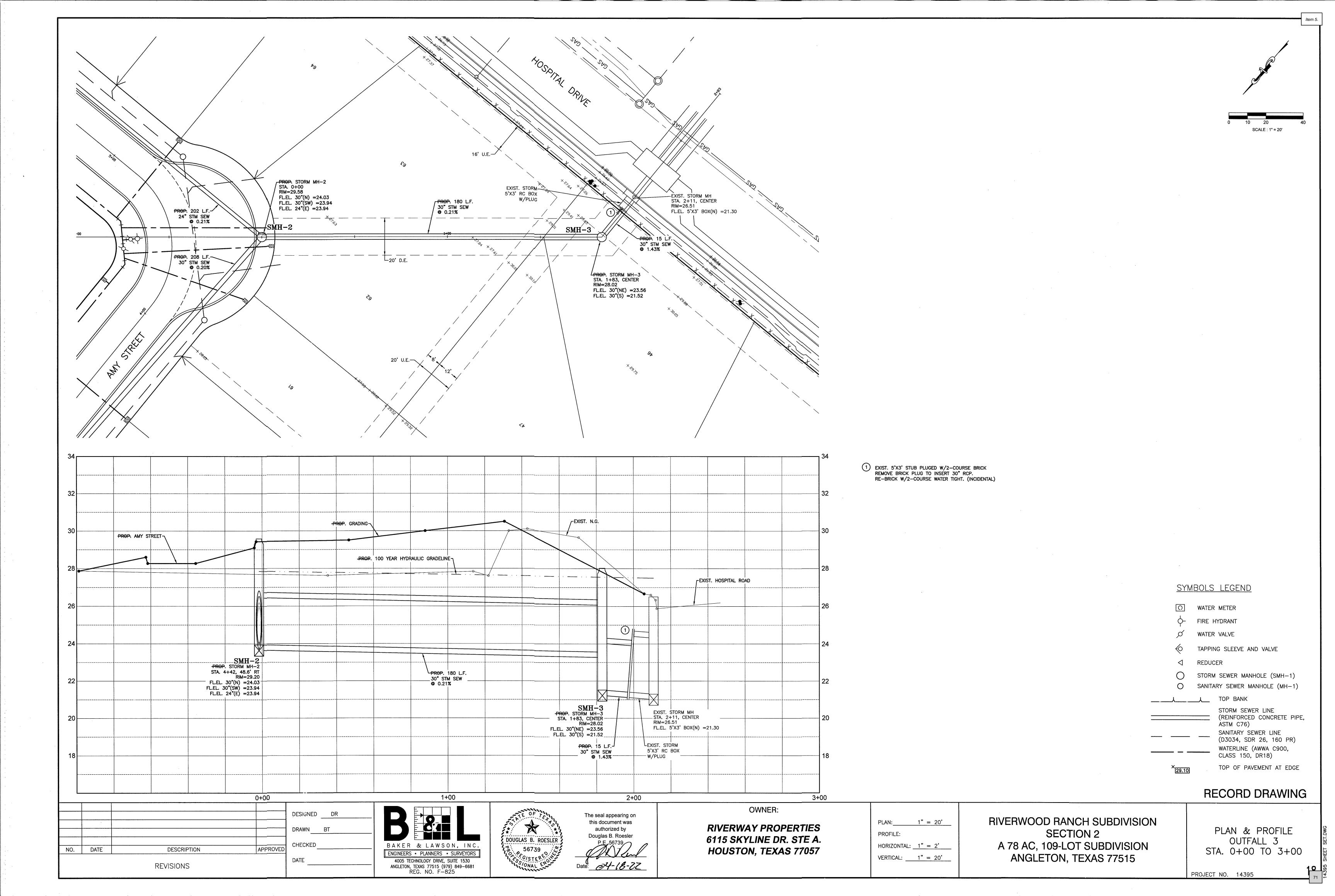


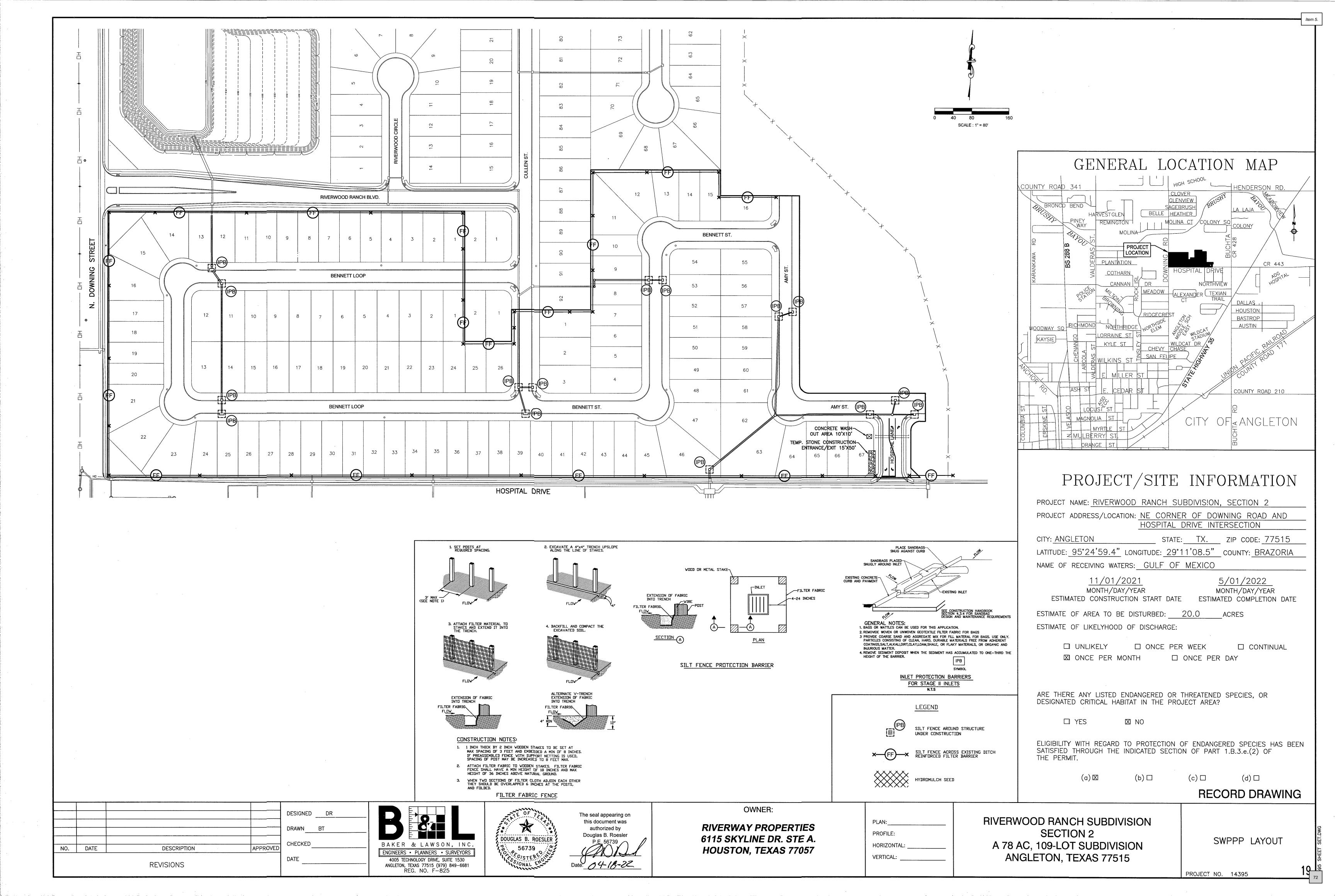












1. SITE DESCRIPTION	2. CONTROLS	
A. NATURE OF THE CONSTRUCTION ACTIVITY: RIVERWOOD RANCH SUBDIVISION SECTION 2, ANGLETON, BRAZORIA COUNTY, TEXAS. BEING	NARRATIVE - SEQUENCE OF CONSTRUCTION ACTIVITIES AND APPROPRIATE CONTROL MEASURES DURING CONSTRUCTION	C. OTHER CONTROLS
A 19.793 ACRE WHICH WILL BE DEVELOPED INTO A RESIDENTIAL SUBDIVISION OF 109 LOTS (45' WIDE USUALLY).CONSTRUCTION WILL INCLUDE UNDERGROUND UTILITIES, STORM SEWERS AND CONCRETE ROADWAYS WITH CURBS WITH EXCESS EXCAVATION WITH MATERIAL SPREAD FOR LOT GRADING.	THE ORDER OF CONSTRUCTION WILL BEGIN WITH STRIPPING OF ALL VEGETATION FROM THE WORK AREA. 1. INSTALL SILT FENCE AROUND THE PERIMETER OF THE AREA TO BE DISTURBED. THE	NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED TO WATERS OF THE UNITED STATES, EXCEPT AS AUTHORIZED BY A PERMIT ISSUED UNDER SECTION 404 OF THE CLEAN WATER ACT.
	ORDER OF ACTIVITIES WILL BEGIN WITH THE COMPLETE STRIPPING OF ALL AREAS TO RECEIVE FILL MATERIAL. REMOVED VEGETATION TO BE STOCKPILED ADJACENT TO THE WORK TO BE SPREAD AFTER LOT GRADING IS COMPLETE.	WASTE MATERIALS: ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY
D. INTENDED SECULANCE OF MA IOD SOUL DISTURDING ACTIVITIES:	2. INSTALL WATER LINES, SANITARY SEWER LINES AND MANHOLES AND STORM SEWER PIPES,	LIDDED METAL CONTAINER. THE CONTAINER SHALL MEET ALL STATE AND CITY SOLID WASTE MANAGEMENT REGULATIONS. THE CONTAINER SHALL BE EMPTIED AS NECESSARY AND THE TRASH HAULED TO AN APPROPRIATE DUMP SITE. NO CONSTRUCTION MATERIALS WILL BE
B. INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES: STREET RIGHT OF WAY AND LOT AREAS WILL BE STRIPPED OF ALL VEGETATIVE MATTER. THIS MATERIAL WILL BE STOCKPILED ADJACENT TO THE WORK TO BE SPREAD ON DEVELOPED LOTS AFTER FINAL GRADING. UTILITY AND STORM SEWER CONSTRUCTION WILL REQUIRE TRENCHING.	INLETS AND MANHOLES. INSTALL INLET PROTECTION BARRIERS AROUND ALL INLETS. 3. ROADWAY EXCAVATION, LIME STABILIZATION AND CONCRETE PAVING WILL FOLLOW UNDERGROUND UTILITY AND STORM SEWER CONSTRUCTION.	BURIED ON SITE.
EXCAVATION FOR ROADWAY SUBGRADE WILL INVOLVE SPREADING EXCAVATED MATERIAL ON ADJACENT LOTS. RAINFALL RUNOFF WILL BE DIRECTED TO THE STREET GUTTERS AND TO THE CONSTRUCTED STORM SEWER SYSTEM. TRUCKS WILL BE USED TO DELIVER MATERIAL TO THE	4. AS SOON AS CONCRETE CURBS ARE INSTALLED, PLACE 18" WIDE SOLID SOD BEHIND ALL CURBS, OR FILTER FABRIC FENCE.	HAZARDOUS WASTE (INCLUDING SPILL REPORTING): AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: PAINT, CLEANING SOLVENTS,
PROJECT INCLUDING LIME, CONCRETE, UTILITY AND STORM SEWER MATERIALS AND OTHER CONSTRUCTION MATERIALS. TRUCKS WILL ALSO BE USED TO HAUL CONSTRUCTION DEBRIS AWAY FROM THE SITE. THESE TRUCKS WILL BE ROUTED ALONG HOSPITAL DR. AND DOWNING ROADS FOR INGRESS AND EGRESS. RUTTING DURING WET WEATHER WILL PROVIDE POTENTIAL		ASPHALT PRODUCTS, PETROLEUM PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION, AND CONCRETE CURING COMPOUNDS AND ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE SPILL COORDINATOR SHOULD BE CONTACTED IMMEDIATELY.
FOR TRACKING MUD ALONG THE ROUTE.		
C. TOTAL PROJECT AREA: 20 ACRES	A. EROSION AND SEDIMENT CONTROLS: EROSION AND SEDIMENT CONTROLS SHALL RETAIN SEDIMENT	SANITARY WASTE: PORTABLE SANITARY FACILITIES WILL BE PROVIDED BY THE CONTRACTOR. ALL
D. TOTAL AREA TO BE DISTURBED: 20 ACRES	ON SITE TO THE EXTENT PRACTICABLE. CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS (WHERE APPLICABLE) AND GOOD ENGINEERING PRACTICES. OFFSITE SEDIMENT ACCUMULATIONS MUST BE REMOVED AT A	SANITARY WASTES WILL BE COLLECTED FROM PORTABLE UNITS AND SERVICED BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.
WEIGHTED RUNOFF COEFFICIENT (BEFORE CONSTRUCTION): 0.25 (AFTER CONSTRUCTION): 0.55	FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS. SEDIMENT MUST BE REMOVED FROM SEDIMENT TRAPS OR SEDIMENTATION PONDS WHEN CAPACITY HAS BEEN REDUCED BY 50%. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WALL	
E. REFER TO GENERAL LOCATION MAP AND SITE MAP FOR DRAINAGE PATTERNS AND APPROXIMATE SLOPES ANTICIPATED AFTER MAJOR GRADING ACTIVITIES; AREAS OF SOIL DISTURBANCE; AREAS WHICH WILL NOT BE DISTURBED; LOCTIONS OF MAJOR STRUCTURAL AND NON-STRUCTURAL	SHALL BE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.	OFFSITE VEHICLE TRACKING SHALL BE MINIMIZED BY: HAUL ROADS DAMPENED FOR DUST CONTROL LOADED X HAUL TRUCKS TO BE COVERED WITH TARPAULIN
CONTROLS; LOCATIONS WHERE STABILIZATION PRACTICES ARE EXPECTED TO OCCUR; LOCATION OF OFF-SITE MATERIAL, WASTE, BORROW OR EQUIPMENT STORAGE AREAS; SURFACE WATERS (INCLUDING WETLANDS); AND LOCATIONS WHERE STORM WATER DISCHARGES	SOIL STABILIZATION PRACTICES: OWNER/ GENERAL DEVELOPER CNTRTR. BUILDER OTHER TEMPORARY SEEDING	X EXCESS DIRT ON ROAD REMOVED DAILY STABILIZED CONSTRUCTION ENTRANCE
TO A SURFACE WATER.	PERMANENT PLANTING, SODDING, OR SEEDING X MULCHING- WHERE INDICATED X	OTHER: TRUCKS HAULING VEGETATION AND DEBRIS WILL BE MONITORED AND SHALL BE COVERED WITH TARPAULINS IF REQUIRED TO PREVENT DUST OR OTHER PARTICLES FROM BLOWING OR FALLING FROM TRUCK.
F. LOCATION AND DESCRIPTION OF ANY DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION:	SOIL RETENTION BLANKET VEGETATIVE BUFFER STRIPS PRESERVATION OF NATURAL RESOURCES OTHER:	
G. NAME OF RECEIVING WATERS:	THE FOLLOWING RECORDS SHALL BE MAINTAINED AND ATTACHED TO THIS SWPPP: DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, DATES WHEN STABILIZATION MEASURES ARE INITIATED.	REMARKS: ALL OPERATIONS WILL BE CONDUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNTS OF SEDIMENT THAT MAY ENTER THE RECEIVING WATERS. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATERBODY, OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS.
RUNOFF WILL BE COLLECTED IN THE STORM SEWER SYSTEM AND ROUTED TO THE EXISTING DETENTION POND IN SECTION 1, AND TO A 5'X3' BOX CULVERT STUBBED OUT FROM HOSPITAL DR. TO SERVE THIS TRACT. THE POND AND THE 5'X3' BOX CULVERT OUTFALL INTO BRUSHY	STRUCTURAL PRACTICES: OWNER/ GENERAL DEVELOPER ONTERED OTHER	
BAYOU WHICH FLOWS TO BASTROP BAYOU AND THEN TO THE GULF OF MEXICO.	SILT FENCES HAY BALES DEVELOPER CNTRTR. BUILDER OTHER X HOUSE OF THE REPORT OF THE	3. MAINTENANCE ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. IF A REPAIR IS NECESSARY IT SHALL BE DONE AT THE EARLIEST TIME POSSIBLE,
AREAL EXTENT AND DESCRIPTION OF WETLAND OR SPECIAL AQUATIC SITE AT OR NEAR THE SITE WHICH WILL BE DISTURBED OR WHICH WILL RECEIVE DISCHARGES FROM DISTURBED AREAS OFTHE PROJECT	ROCK BERMS DIVERSION, INTERCEPTOR, OR PERIMETER DIKES DIVERSION, INTERCEPTOR, OR PERIMETER SWALES DIVERSION DIKE AND SWALE COMBINATIONS	BUT NO LATER THAN SEVEN CALENDAR DAYS AFTER THE GROUND HAS DRIED SUFFICIENTLY TO PREVENT FURTHER DAMAGE FROM HEAVY EQUIPMENT. THE AREAS ADJACENT TO DRAINAGE WAYS SHALL HAVE PRIORITY, FOLLOWED BY DEVICES PROTECTING STORM SEWER INLETS. MAINTENANCE SHALL BE PERFORMED BEFORE THE NEXT ANTICIPATED STORM EVENT OR AS
NONE	PIPE SLOPE DRAINS ROCK BEDDING AT CONSTRUCTION EXIT	SOON AS PRACTICABLE.
	TIMBER MATTING AT CONSTRUCTION EXIT SEDIMENT TRAPS SEDIMENT BASINS	4. INSPECTION AN INSPECTION WILL BE PERFORMED BY THE PERMITEE EVERY FOURTEEN DAYS AS WELL AS
	STORM INLET PROTECTION X STONE OUTLET STRUCTURES OTHER:	AFTER EVERY ONE—HALF INCH OR GREATER RAINFALL EVENT. AN INSPECTION AND RAINFALL REPORT WILL BE MADE AFTER EACH INSPECTION. ANY DEFICIENCIES WILL BE NOTED AND APPROPRIATE CHANGES SHALL BE MADE TO THE SYSTEM TO COMPLY WITH REQUIREMENTS.
H. REFER TO FEDERAL REGISTER, VOLUME 63, NO.128, MONDAY JULY 6, 1998, PAGES 36497 TO 36515 FOR REQUIREMENTS OF NPDES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES IN REGION 6.	OTHER.	
I. LISTED ENDANGERED OR THREATENED SPECIES OR CRITICAL HABITAT FOUND IN PROXIMITY TO THE CONSTRUCTION ACTIVITY:	B. STORM WATER MANAGEMENT MEASURES INSTALLED DURING CONSTRUCTION TO CONTROL POLLUTANTS IN STORM WATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION:	5. NON-STORMWATER DISCHARGES — FIRE HYDRANT FLUSHING X BUILDING WASHDOWN WITHOUT DETERGENTS
NONE		X PAVEMENT WASHDOWN WITHOUT DETERGENTS X CONDENSATE UNCONTAMINATED GROUNDWATER
J. PROPERTY LISTED OR ELIGIBLE FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES:		UNCONTAMINATED FOUNDATION DRAINS
NONE		
		DECC

The seal appearing on this document was

authorized by

Douglas B. Roesler

P.E. 56739

Date: 64/8-27

DOUGLAS B. ROESLER

BAKER & LAWSON, INC.

ENGINEERS • PLANNERS • SURVEYORS

4005 TECHNOLOGY DRIVE, SUITE 1530 ANGLETON, TEXAS 77515 (979) 849-6681 REG. NO. F-825

DESIGNED DR

DRAWN BT

CHE' KED

DATE

APPROVED

DESCRIPTION

REVISIONS

NO. DATE

OWNER:

RIVERWAY PROPERTIES

6115 SKYLINE DR. STE A.

HOUSTON, TEXAS 77057

PLAN:_

PROFILE:

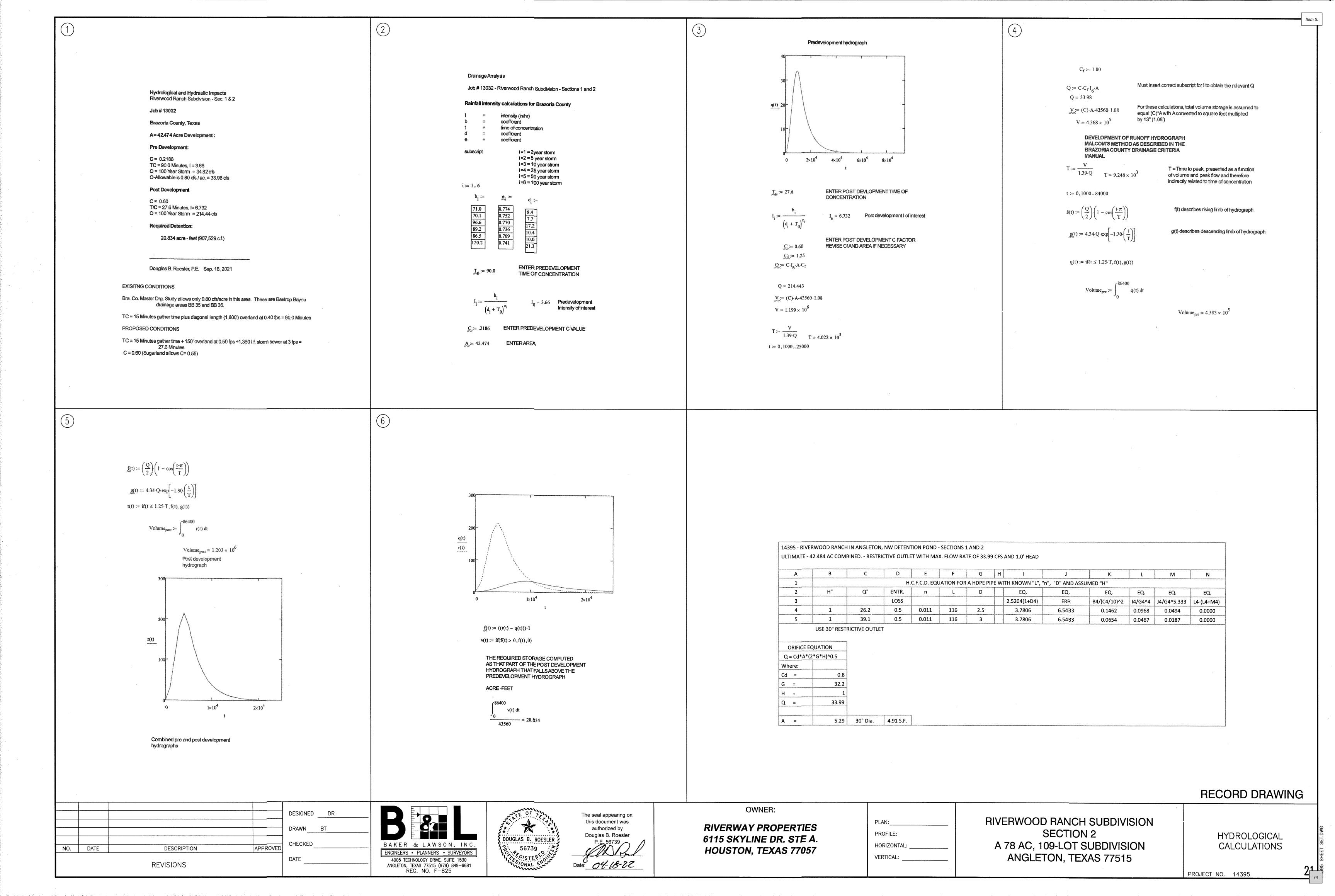
VERTICAL:

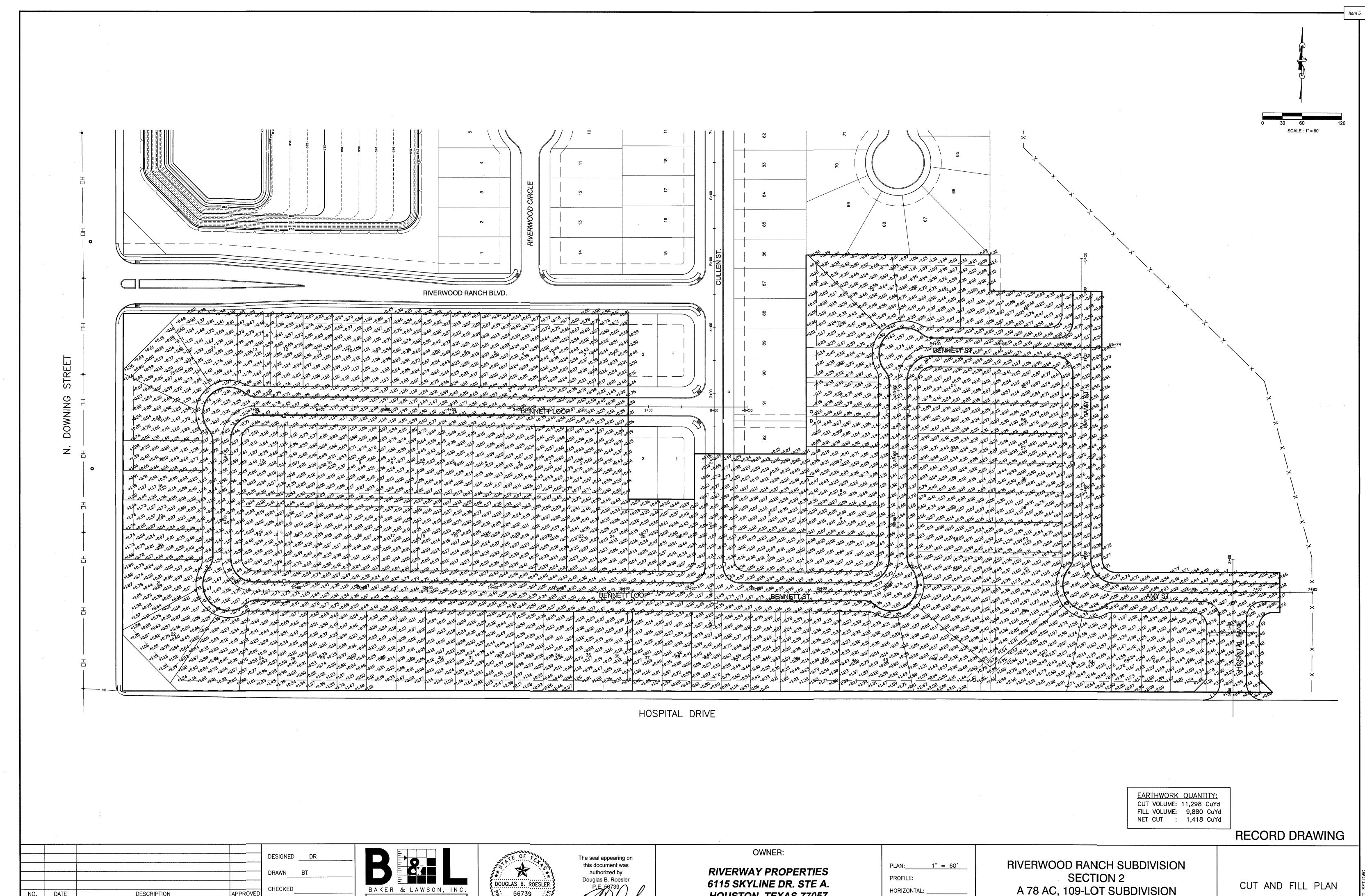
HORIZONTAL:

RECORD DRAWING

RIVERWOOD RANCH SUBDIVISION SECTION 2 A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

SWPPP NARRATIVE





HOUSTON, TEXAS 77057

Date: <u>04-18-22</u>

NO. DATE

DESCRIPTION

REVISIONS

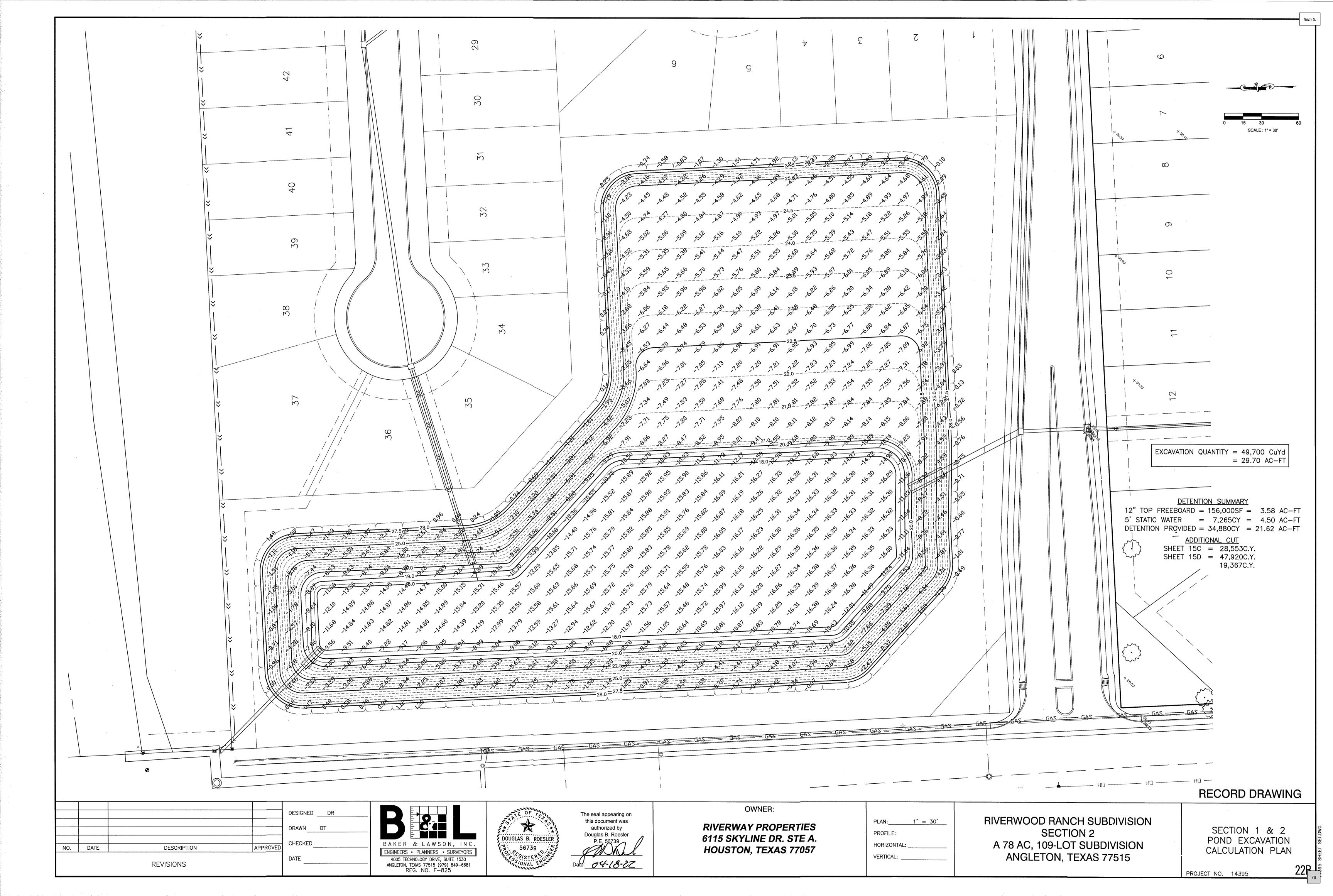
APPROVED

DATE

ENGINEERS • PLANNERS • SURVEYORS

4005 TECHNOLOGY DRIVE, SUITE 1530 ANGLETON, TEXAS 77515 (979) 849-6681 REG. NO. F-825

ANGLETON, TEXAS 77515



WinStorm (STORM DRAIN DESIGN)

Version 3.05, Jan. 25, 2002 Run @ 8/6/2021 1:33:44 PM

PROJECT NAME: Riverwood Section2 JOB NUMBER : 14395 PROJECT DESCRIPTION: Inlets A-11 to A-16 5-Year DESIGN FREQUENCY : 5 Years ANALYSYS FREQUENCY: 100 Years MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 5 Years

Runoff	Computation	for	Design	Frequency.

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total ((cfs)
\-11	0.55	2.44	15.00	15.00	5.66	0.000	7.592
1-12	0.55	1.35	15.00	15.00	5.66	0.000	4.200
4-13	0.55	1.24	15.00	15.00	5.66	0.000	3.858
4-14	0.55	2.28	15.00	15.00	5.66	0.000	7.094
4-15	0.55	0.31	15.00	15.00	5.66	0.000	0.965
4-16	0.55	1.04	15.00	15.00	5.66	0.000	3.236

Sag Inlets Configuration Data.

Inlet ID	Inlet Type	Length/ Perim. (ft)	Grate Area (sf)	Left-Slope Long Trans (%) (%)	Right-Slope Long Trans (%) (%)	Gutter n DeprW (ft)	Depth Allowed (ft)	Critic Elev. (ft)
A-11	Curb	8.00	n/a	0.50 2.00	0.50 2.00	0.014 1.50	0.50	31.00
A-12	Curb	4.00	n/a	0.50 2.00		0.014 1.50	0.50	31.00
A-13	Curb	4.00	n/a	0.50 2.00		0.014 1.50	0.50	31.00
A-14	Curb	7.00	n/a	0.50 2.00		0.014 1.50	0.50	31.00
A-15	Curb	2.00	n/a	0.50 2.00	0.50 2.00	0.014 1.50	0.50	29.40
A-16	Curb	3.00	n/a	0.50 2.00	0.50 2.00	0.014 1.50	0.50	29.40

Sag Inlets Computation Data.

Inlet ID	Inlet Type	Length (ft)	Gra Perim (ft)		Total Q (cfs)	Inlet Capacity (cfs)	Total Head (ft)	Ponded Left (ft)	Width Right (ft)
A-11 A-12	Curb Curb	8.00 4.00	n/a n/a	n/a	7.592 4.200	8.701	0.457 0.420	12.85 10.30	12.85 10.30
A-13	Curb	4.00	n/a	n/a n/a	3.858	5.448 5.448	0.397	10.00	10.00
A-14 A-15	Curb Curb	7.00 2.00	n/a n/a	n/a n/a	7.094 0.965	7.888 3.822	0.466 0.200	12.55 5.95	12.55 5.95
A-16	Curb	3.00	n/a	n/a	3.236	4.635	0.393	9.35	9.35

Cumulative Junction Discharge Computations

	Node Type	Weighted C-Value	Cumulat. Dr.Area (acres)	Cumulat. Tc (min)	Intens. (in/hr)	User Supply Q cfs)	Additional Q in Node (cfs)	Total Disch. (cfs)
A-12 A-13 A-14 A-15 A-16	Curb Curb Curb Curb Curb Curb Outlt	0.550 0.550 0.550 0.550 0.550 0.550 0.550	2.44 3.79 5.03 7.31 7.62 8.66 8.66	15.00 15.12 15.92 16.01 16.33 16.48 16.48	5.66 5.64 5.53 5.52 5.48 5.46 5.46	0.000 0.000 0.000 0.000 0.000 0.000	0.00 0.00 0.00 0.00 0.00 42.32 42.32	7.592 11.758 15.308 22.204 22.968 68.332 68.332

Conveyance Configuration Data

Run#	Node US	I.D. DS	Flowlin US (ft)	e Elev. DS (ft)	Shape #	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_value
12			24 21	24.22				20.00		0 013
13	A-11	A-12	24.31	24.22	Circ 1	0.00	2.00	30.00	0.30	0.013
14	A-12	A-13	24.22	23.23	Circ 1	0.00	2.50	248.00	0.40	0.013
15	A-13	A-14	23.23	23.08	Circ 1	0.00	2.50	30.00	0.50	0.013
16	A-14	A-15	23.08	22.41	Circ 1	0.00	2.50	130.00	0.52	0.013
17	A-15	A-16	22.41	22.24	Circ 1	0.00	2.50	50.00	0.34	0.013
18	A-16	OUT	20.72	20.06	Circ 1	0.00	4.50	130.00	0.51	0.013

Conveyance Hydraulic Computations. Tailwater = 23.000 (ft)

=====	 Hydraulic	: Gradelin	e=======	Dep	====== th	velo	====== city	======		Junc
Run#	US Elev (ft)	DS Elev (ft)	Fr.Slope (%)	Unif. (ft)	Actual (ft)	Unif. (f/s)	Actual (f/s)	Q (¢fs)	Cap (cfs)	oss (ft)
13	25.47	25.40	0.113	1.13	1.18	4.17	3.93	7.59	12.39	0.000
14	25.40	24.71	0.082	1.18	1.48	5.15	3.90	11.76	25.92	0.000
15*	24.71	24.70	0.139	1.29	1.62	6.00	4.54	15.31	29.01	0.000
16	24.70	24.36	0.293	1.62	1.95	6.59	5.40	22.20	29.45	0.000
17	24.36	23.87	0.313	1.95	1.95	5.58	5.58	22.97	23.92	0.000
18*	23.16	23.00	0.121	2.21	2.94	8.77	6.21	68.33	140.14	0.000

^{*} Super critical flow.

WinStorm (STORM DRAIN DESIGN)

Version 3.05, Jan. 25, 2002 Run @ 8/6/2021 1:34:46 PM

PROJECT NAME: Riverwood Section 2Untitled JOB NUMBER : 14395 PROJECT DESCRIPTION: Inlets A-11 to A-16 100-Yr DESIGN FREQUENCY : 5 Years

ANALYSYS FREQUENCY: 100 Years MEASUREMENT UNITS: ENGLISH

OUTPUT FOR ANALYSYS FREQUENCY of: 100 Years

Runoff	Computation	for	Analysis	Frequency.	

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-11	0.65	2.44	15.00	15.00	8.39	0.000	13.314
A-12	0.65	1.35	15.00	15.00	8.39	0.000	7.366
A-13	0.65	1.24	15.00	15.00	8.39	0.000	6.766
A-14	0.65	2.28	15.00	15.00	8.39	0.000	12,441
A-15	0.65	0.31	15.00	15.00	8.39	0.000	1,692
A-16	0.65	1.04	15.00	15.00	8.39	0.000	5.675

Sag Inlets Configuration Data.

Inlet	Inlet	Length/	Grate	Left-Slope	Right-Slope	Gut	ter	Depth	Critic
ID	Туре	Perim. (ft)	Area (sf)	Long Trans (%) (%)	Long Trans (%) (%)		eprw (ft)	Allowed (ft)	Elev. (ft)
A-11	Curb	15.00	n/a	0.50 2.00	0.50 2.00	0.014	1.50	0.50	31.00
A-12	Curb	7.00	n/a	0.50 2.00	0.50 2.00 (0.014	1.50	0.50	31.00
A-13	Curb	7.00	n/a	0.50 2.00	0.50 2.00 (0.014	1.50	0.50	31.00
A-14	Curb	14.00	n/a	0.50 2.00	0.50 2.00 (0.014	1.50	0.50	31.00
A-15	Curb	2.00	n/a	0.50 2.00	0.50 2.00 (0.014	1.50	0.50	29.40
A-16	Curb	5.00	n/a	0.50 2.00	0.50 2.00 (0.014	1.50	0.50	29.40

Sag Inlets Computation Data.

Inlet ID	Inlet Type	Length (ft)	Gra Perim (ft)		Total Q (cfs)	Inlet Capacity (cfs)	Total Head (ft)	Ponded Left (ft)	Width Right (ft)
A-11 A-12 A-13 A-14 A-15 A-16	Curb Curb Curb Curb Curb	15.00 7.00 7.00 14.00 2.00 5.00	n/a n/a n/a n/a n/a n/a	n/a n/a n/a n/a n/a n/a	13.314 7.366 6.766 12.441 1.692 5.675	14.393 7.888 7.888 13.580 3.822 6.261	0.475 0.478 0.451 0.472 0.290 0.468	15.90 12.75 12.35 15.50 7.35 11.55	15.90 12.75 12.35 15.50 7.35 11.55

Cumulative Junction Discharge Computations

Node I.D.	Node Type	Weighted C-Value	Cumulat. Dr.Area (acres)	Cumulat. Tc (min)	Intens. (in/hr)	User Supply Q cfs)	Additional Q in Node (cfs)	Total Disch. (cfs)
A-11 A-12 A-13 A-14 A-15 A-16	Curb Curb Curb Curb Curb Curb	0.650 0.650 0.650 0.650 0.650 0.650	2.44 3.79 5.03 7.31 7.62 8.66	15.00 15.11 15.82 15.89 16.17 16.24	8.39 8.38 8.26 8.25 8.20 8.19	0.000 0.000 0.000 0.000 0.000 0.000	0.00 0.00 0.00 0.00 0.00 63.95	13.314 20.632 26.998 39.177 40.610 110.041
OUT	Outlt		8.66	16.24	8.19	0.000	63.95	110.041

Conveyance Configuration Data

13 A-11 A-12 24.31 24.22 Circ 1 0.00 2.00 30.00 0.30 0.013 14 A-12 A-13 24.22 23.23 Circ 1 0.00 2.50 248.00 0.40 0.013 15 A-13 A-14 23.23 23.08 Circ 1 0.00 2.50 30.00 0.50 0.013 16 A-14 A-15 23.08 22.41 Circ 1 0.00 2.50 135.00 0.50 0.013 17 A-15 A-16 22.41 22.24 Circ 1 0.00 2.50 34.00 0.50 0.013 18 A-16 OUT 20.72 20.46 Circ 1 0.00 4.50 130.00 0.20 0.013	Run#	Node US	I.D. DS	Flowline US (ft)	e Elev. DS (ft)	Shape #	Span (ft)	Rise (ft)	Length (ft)	slope (%)	n_value
	14	A-12	A-13	24.22	23.23	Circ 1	0.00	2.50	248.00	0.40	0.013
	15	A-13	A-14	23.23	23.08	Circ 1	0.00	2.50	30.00	0.50	0.013
	16	A-14	A-15	23.08	22.41	Circ 1	0.00	2.50	135.00	0.50	0.013
	17	A-15	A-16	22.41	22.24	Circ 1	0.00	2.50	34.00	0.50	0.013

Conveyance Hydraulic Computations. Tailwater = 24.000 (ft)

Run#	Hydraulic US Elev (ft)	DS Elev		Unif.	Actual	Unif.	Actual	Q	Cap	Junc Loss (ft)
13 14 15 16 17 18	27.79 27.69 27.06 26.93 25.70 25.37	27.69 27.06 26.93 25.70 25.37 24.96	0.253 0.433 0.912 0.980 0.313	1.91 2.50 2.50 4.50	2.00 2.50 2.50 2.50 2.50 4.50	7.98 8.27 6.92	4.20 5.50 7.98 8.27 6.92	27.00 39.18 40.61 110.04	25.92 29.01 28.90 29.01 87.96	0.000 0.000 0.000 0.000 0.000

NORMAL TERMINATION OF WINSTORM.

ULTIMATE OUTFALL FOR RUN B IS TO HOSPITAL DRIVE OUTFALL CHANNEL HOSPITAL DRIVE H & H HAS A 100 YEAR WSEL = 27.50' AND 5 YEAR WSEL 27.00' +/-

WinStorm (STORM DRAIN DESIGN)

Version 3.05, Jan. 25, 2002

Run @ 8/6/2021 1:24:00 PM

0.00 18.855

PROJECT NAME: Riverwood Section 2 JOB NUMBER : 14395 PROJECT DESCRIPTION: Inlets I-1 to I-5 Drain to Hospital 5_Year DESIGN FREQUENCY : 5 Years

ANALYSYS FREQUENCY: 100 Years MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 5 Years

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
 В-1	0.55	0.85	15.00	15.00	5.66	0.000	2.645
B-2	0.55	1.22	15.00	15.00	5.66	0.000	3.796
B-3	0.55	1.10	15.00	15.00	5.66	0.000	3.423
B-4	0.55	1.34	15.00	15.00	5.66	0.000	4.169
B-5	0.55	1.76	15.00	15.00	5.66	0.000	5.476

Inlet	Inlet	Length/	Grate	Left-Slope	Right-Slop	e G	utter	Depth	Critic
ID	Туре	Perim. (ft)	Area (sf)	Long Trans (%) (%)	Long Trans (%) (%)	n	DeprW (ft)	Allowed (ft)	Elev. (ft)
B-1	Curb	3.00	 n/a	0.50 2.00	0.50 2.00	0.014	1.50	0.50	28.39
B-2	Curb	4.00	n/a	0.50 2.00	0.50 2.00	0.014	1.50	0.50	28.26
B-3	Curb	4.00	n/a	0.50 2.00	0.50 2.00	0.014	1.50	0.50	28.39
B-4	Curb	4.00	n/a	0.50 2.00	0.50 2.00	0.014	1.50	0.50	28.38
B-5	Curb	5.00	n/a	0.50 2.00	0.50 2.00	0.014	1.50	0.50	28.38

Sag Inlets Computation Data.

Inlet ID	Inlet Type	Length	Gra Perim	te Area	Total Q	Inlet Capacity	Total Head	Ponded Left	Width Right
	31	(ft)	(ft)	(sf)	(cfs)	(cfs)	(ft)	(ft)	(ft)
в-1	Curb	3.00	 n/a	n/a	2.645	4.635	0.344	8.65	8.65
B-2	Curb	4.00	n/a	n/a	3.796	5.448	0.393	9.95	9.95
B-3	Curb	4.00	n/a	n/a	3.423	5.448	0.367	9.55	9.55
B-4	Curb	4.00	n/a	n/a	4.169	5.448	0.418	10.30	10.30
B-5	Curb	5.00	n/a	n/a	5.476	6.261	0.457	11.40	11.40

Node I.D.		Weighted C-Value	Cumulat. Dr.Area	Cumulat. Tc	Intens.	User Supply Q	Additional O in Node	Total Disch.
1.0.	Турс	C varue	(acres)	(min)	(in/hr)	cfs)	(cfs)	(cfs)
B-1	Curb	0.550	0.85	15.00	5.66	0.000	0.00	2.645
B-2	Curb	0.550	1.22	15.00	5.66	0.000	0.00	3.796
B-3	Curb	0.550	3.17	15.52	5.59	0.000	0.00	9.740
MH-1	CircMh	n 0.550	2.07	15.30	5.62	0.000	0.00	6.395
B-4	Curb	0.550	1.34	15.00	5.66	0.000	0.00	4.169
B-5	Curb	0.550	3.10	15.15	5.64	0.000	0.00	9.610
MH-2	CircMh	0.550	6.27	16.43	5.47	0.000	0.00	18.855
MH-3	CircMh	0.550	6.27	16.43	5.47	0.000	0.00	18.855
	_							

Run#	Node	I.D.	Flowlin	e Elev.						
	US	DS	us (ft)	DS (ft)	Shape #	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_value
1	в-1	 MH-1	24.50	24.42	Circ 1	0.00	1.50	46.00	0.17	0.013
2	B-2	MH-1	24.50	24.45	Circ 1	0.00	1.50	28.00	0.18	0.013
3	MH-1	B-3	24.45	24.36	Circ 1	0.00	2.00	46.00	0.20	0.013
4	B-3	MH-2	24.36	23.94	Circ 1	0.00	2.00	202.00	0.21	0.013
5	B-4	B-5	24.50	24.44	Circ 1	0.00	1.50	28.00	0.21	0.013
6	B-5	MH-2	24.44	24.03	Circ 1	0.00	2.50	208.00	0.20	0.013
					_					

23.56 Circ 1 0.00 2.50 180.00 0.21 0.013 21.30 Circ 1 0.00 2.50 15.00 1.43 0.013

outlt 0.550 6.27 16.43 5.47 0.000

Conveyance Hydraulic Computations. Tailwater = 27.000 (ft)

	Hydraulic	Gradelin	ie	рер	th	vel	ocity			Jui
Run#	US Elev (ft)	DS Elev (ft)	Fr.Slope (%)	Unif. (ft)	Actual (ft)		Actual (f/s)	Q (cfs)	Cap (cfs)	Los (fi
 1	27.85	27.82	0.063	0.84	1.50	2.58	1.50	2.64	4.38	0.00
2	27.86	27.82	0.131	1.08	1.50	2.79	2.15	3.80	4.44	0.00
3	27.82	27.79	0.080	1.16	2.00	3.40	2.04	6.39	10.01	0.00
4	27.79	27.41	0.185	1.56	2.00	3.70	3.10	9.74	10.32	0.00
5	27.57	27.53	0.157	1.08	1.50	3.07	2.36	4.17	4.86	0.00
6	27.53	27.41	0.055	1.29	2.50	3.77	1.96	9.61	18.21	0.00
7	27.41	27.03	0.211	2.03	2.50	4.41	3.84	18.86	18.85	0.00
8*	27.03	27.00	0.211	1.07	2.50	9.35	3.84	18.86	49.12	0.00

^{*} Super critical flow.

WinStorm (STORM DRAIN DESIGN)

Version 3.05, Jan. 25, 2002 Run @ 8/6/2021 1:26:57 PM

Item 5.

PROJECT NAME: Riverwood Section 2

JOB NUMBER : 14395 PROJECT DESCRIPTION: Inlets I-1 to I-5 Drain to Hospital 100-Yr

DESIGN FREQUENCY : 5 Years ANALYSYS FREQUENCY : 100 Years MEASUREMENT UNITS: ENGLISH

OUTPUT FOR ANALYSYS FREQUENCY of: 100 Years

Runoff Computation for Analysis Frequency

Kunoi		ion for A	ma 1 y S 1 S	Frequency.			
ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total (
B-1 B-2 B-3 B-4 B-5	0.55 0.55 0.55 0.55 0.55	0.85 1.22 1.10 1.34 1.76	15.00 15.00 15.00 15.00 15.00	15.00 15.00 15.00 15.00 15.00	8.39 8.39 8.39 8.39 8.39	0.000 0.000 0.000 0.000 0.000	3.92 5.63 5.07 6.18 8.12

Inlet	Inlet	Length/	Grate	Left-Slope	Right-	-Slope	Gl	utter	Depth	Critic
ID	Туре	Perim. (ft)	Area (sf)	Long Trans (%) (%)	Long (%)	Trans (%)	n	DeprW (ft)	Allowed (ft)	Elev. (ft)
B-1 B-2	Curb Curb	4.00 5.00	n/a n/a	0.50 2.00 0.50 2.00	0.50 0.50	2.00 C		1.50 1.50	0.50 0.50	28.39 28.26
в-3 в-4	Curb Curb	5.00 6.00	n/a n/a	0.50 2.00 0.50 2.00	0.50 0.50	2.00 0		$1.50 \\ 1.50$	0.50 0.50	28.39 28.38
B-5	Curb	8.00	n/a	0.50 2.00	0.50	2.00 0	0.014	1.50	0.50	28.3

Sag Inlets Computation Data.

======	======		=====	======					
Inlet ID	Inlet Type	Length	Gra Perim	te Area	Total Q	Inlet Capacity	Total Head	Ponded Left	Width Right
		(ft)	(ft)	(sf)	(cfs)	(cfs)	(ft)	(ft)	(ft)
B-1	Curb	4.00	n/a	n/a	3.925	5.448	0.402	10.05	10.05
B-2	Curb	5.00	n/a	n/a	5.633	6.261	0.466	11.50	11.50
B-3	Curb	5.00	n/a	n/a	5.079	6.261	0.435	11.05	11.05
B-4	Curb	6.00	n/a	n/a	6.187	7.075	0.457	11.90	11.90
B-5	Curb	8.00	n/a 	n/a 	8.126	8.701	0.478	13.20	13.20

Cumulative Junction Discharge Computations

Node I.D.		Weighted C-Value	Dr.Area	Cumulat. TC		User Supply Q	Additional Q in Node	Tota Disch
			(acres)	(min)	(in/hr)	cfs)	(cfs)	(cfs)
B-1	Curb	0.550	0.85	15.00	8.39	0.000	0.00	3.92
B-2	Curb	0.550	1.22	15.00	8.39	0.000	0.00	5.633
B-3	Curb	0.550	3.17	15.49	8.31	0.000	0.00	14.492
MH-1	CircMh	0.550	2.07	15.28	8.35	0.000	0.00	9.504
B-4	Curb	0.550	1.34	15.00	8.39	0.000	0.00	6.187
B-5	Curb	0.550	3.10	15.13	8.37	0.000	0.00	14.274
MH-2	CircMh	0.550	6.27	16.28	8.18	0.000	0.00	28.21
MH-3	CircMh	0.550	6.27	16.28	8.18	0.000	0.00	28.214
OUT	Outlt	0.550	6.27	16.28	8.18	0.000	0.00	28.21

Conveyance Configuration Data

Run#	Node	I.D.	Flowlin	e Elev.						
	US	DS	US (ft)	DS (ft)	Shape #	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_valu
1	B-1	MH-1	24.50	24.42	Circ 1	0.00	1.50	46.00	0.17	0.01
2	B-2	MH-1	24.50	24.45	Circ 1	0.00	1.50	28.00	0.18	0.01
3	MH-1	B-3	24.45	24.36	Circ 1	0.00	2.00	46.00	0.20	0.01
4	B-3	MH-2	24.36	23.94	Circ 1	0.00	2.50	202.00	0.21	0.01
5	B-4	B-5	24.50	24.44	Circ 1	0.00	1.50	28.00	0.21	0.01
6	B-5	MH-2	24.44	24.03	Circ 1	0.00	2.50	208.00	0.20	0.01
7	MH-2	MH-3	23.94	23.56	Circ 1	0.00	3.00	180.00	0.21	0.01
8	MH-3	OUT	21.52	21.30	Circ 1	0.00	3.00	15.00	1.43	0.01

Conveyance Hydraulic Computations. Tailwater = 27.500 (ft)

	Hydraulic	: Gradelin	e	Dep	th .	Velo	city			Junc
Run#	US Elev	DS Elev	Fr.Slope	Unif.	Actual	Unif.	Actual	Q	Cap	Loss
	(ft)	(ft)	(%)	(ft)	(ft)	(f/s)	(f/s)	(cfs)	(cfs)	(ft)
1	28.24	28.18	0.140	1.13	1.50	2.76	2.22	3.92	4.38	0.000
2	28.26	28.18	0.287	1.50	1.50	3.19	3.19	5.63	4.44	0.000
3	28.18	28.10	0.176	1.56	2.00	3.61	3.03	9.50	10.01	0.000
4	28.10	27.85	0.125	1.64	2.50	4.24	2.95	14.49	18.71	0.000
5	28.20	28.10	0.347	1.50	1.50	3.50	3.50	6.19	4.86	0.000
6	28.10	27.85	0.121	1.64	2.50	4.18	2.91	14.27	18.21	0.000
7	27.85	27.53	0.179	2.25	3.00	4.96	3.99	28.21	30.65	0.000
8*	27.53	27.50	0.179	1.23	3.00	10.33	3.99	28.21	79.87	0.000

^{*} Super critical flow.

RECORD DRAWING

WINDSTORM DATA I−1 TO I−11 & I-11A TO I-16

REVISIONS

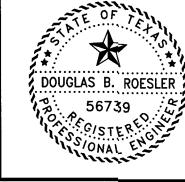
NO. DATE

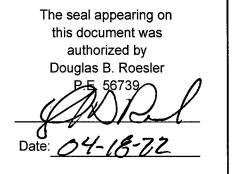
CHECKED APPROVED DESCRIPTION DATE

DESIGNED DR

DRAWN BT

BAKER & LAWSON, INC ENGINEERS • PLANNERS • SURVEYORS 4005 TECHNOLOGY DRIVE, SUITE 1530 ANGLETON, TEXAS 77515 (979) 849-6681 REG. NO. F-825





RIVERWAY PROPERTIES 6115 SKYLINE DR. STE A. HOUSTON, TEXAS 77057

OWNER:

PROFILE: HORIZONTAL: VERTICAL:

SECTION 2 A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

RIVERWOOD RANCH SUBDIVISION

NORMAL TERMINATION OF WINSTORM.

NORMAL TERMINATION OF WINSTORM.

NORMAL TERMINATION OF WINSTORM.

WinStorm (STORM DRAIN DESIGN)

Version 3.05, Jan. 25, 2002 Run @ 8/6/2021 1:15:53 PM

PROJECT NAME: Riverwood Section 2Untitled JOB NUMBER : 14395

PROJECT DESCRIPTION: Original Run from Riverwood Section1 - 5 Year

DESIGN FREQUENCY : 5 Years
ANALYSYS FREQUENCY : 100 Years
MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 5 Years

=====	========	=======	======				
ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10 C-11	0.55 0.55 0.55 0.55 0.55 0.55 0.55 0.55	1.48 1.84 0.74 2.33 1.67 1.13 1.10 1.19 0.24 1.47	15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00	15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00 15.00	5.66 5.66 5.66 5.66 5.66 5.66 5.66 5.66	0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000	4.605 5.725 2.302 7.250 5.196 3.516 3.423 3.703 0.747 4.574 3.827

Sag Inlets Configuration Data.

Inlet ID	Inlet Type	Length/ Perim. (ft)	Grate Area (sf)	Left-Slope Long Trans (%) (%)	Right- Long (%)		Gutter DeprW (ft)	Depth Allowed (ft)	Critic Elev. (ft)
C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10	Curb Curb Curb Curb Curb Curb Curb Curb	4.00 5.00 3.00 7.00 5.00 4.00 4.00 4.00 2.00 4.00	n/a n/a n/a n/a n/a n/a n/a n/a n/a	0.50 2.00 0.50 2.00 0.50 2.00 0.50 2.00 0.50 2.00 0.50 2.00 0.50 2.00 0.50 2.00 0.50 2.00 0.50 2.00	0.50 0.50 0.50 0.50 0.50 0.50 0.50 0.50	2.00 0.01 2.00 0.01 2.00 0.01 2.00 0.01 2.00 0.01 2.00 0.01 2.00 0.01 2.00 0.01 2.00 0.01 2.00 0.01	4 1.50 4 1.50 4 1.50 4 1.50 4 1.50 4 1.50 4 1.50 4 1.50	0.50 0.50 0.50 0.50 0.50 0.50 0.50 0.50 0.50	28.80 28.80 30.00 28.75 29.00 29.00 30.10 30.10 29.90 29.50
C-11	Curb	4.00	n/a	0.50 2.00	0.50	2.00 0.01	4 1.50	0.50	29.50

Sag Inlets Computation Data.

Inlet ID	Inlet Type	Length (ft)	Gra Perim (ft)		Total Q (cfs)	Inlet Capacity (cfs)	Total Head (ft)	Ponded Left (ft)	width Right (ft)
C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8 C-9 C-10 C-11	Curb Curb Curb Curb Curb Curb Curb Curb	4.00 5.00 3.00 7.00 5.00 4.00 4.00 4.00 2.00 4.00 4.00	n/a n/a n/a n/a n/a n/a n/a n/a n/a	n/a	4.605 5.725 2.302 7.250 5.196 3.516 3.423 3.703 0.747 4.574 3.827	5.448 6.261 4.635 7.888 6.261 5.448 5.448 5.448 3.822 5.448 5.448	0.447 0.471 0.314 0.473 0.442 0.373 0.367 0.386 0.168 0.445 0.395	10.65 11.60 8.25 12.65 11.15 9.65 9.55 9.85 5.40 10.65 9.95	10.65 11.60 8.25 12.65 11.15 9.65 9.55 9.85 5.40 10.65 9.95

Cumulative Junction Discharge Computations

Node I.D.	Node Type	Weighted C-Value	Cumulat. Dr.Area (acres)	Cumulat. Tc (min)	Intens. (in/hr)	User Supply Q cfs)	Additional Q in Node (cfs)	Total Disch. (cfs)
C-1	Curb	0.550	1.48	15.00	5.66	0.000	0.00	4.605
C-2	Curb	0.550	3.32	15.07	5.65	0.000	0.00	10.313
C-3	Curb	0.550	4.06	15.86	5.54	0.000	0.00	12.374
C-4	Curb	0.550	2.33	15.00	5.66	0.000	0.00	7.250
C-5	Curb	0.550	1.67	15.00	5.66	0.000	0.00	5.196
C-6	Curb	0.550	5.13	15.22	5.63	0.000	0.00	15.875
C-7	Curb	0.550	10.29	15.97	5.53	0.000	0.00	31.280
C-8	Curb	0.550	11.48	16.21	5.50	0.000	0.00	34.700
)B-1	CircMh	n 0.550	11.48	16.21	5.50	0.000	0.00	34.700
JB-2	Junct	0.550	14.42	17.50	5.34	0.000	0.00	42.320
c-9	Curb	0.550	0.24	15.00	5.66	0.000	0.00	0.747
c-10	Curb	0.550	1.47	15.00	5.66	0.000	0.00	4.574
C-11	Curb	0.550	2.70	15.15	5.64	0.000	0.00	8.370
OUT	Outlt	0.550	14.42	17.50	5.34	0.000	0.00	42.320

Conveyance Configuration Data

==== Run#	Node	====== T.D.	Flowlin	e Elev.			*=====	=======================================	======	======
	US	DS	us (ft)	DS (ft)	Shape #	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_value
1	C-1	C-2	25.00	24.44	Circ 1	0.00	1.50	30.00	1.87	0.013
2	C-2	C-3	24.44	23.18	Circ 1	0.00	2.50	255.00	0.49	0.013
3	C-3	C-7	23.18	23.04	Circ 1	0.00	2.50	35.00	0.40	0.013
4	C-4	C-6	23.72	23.60	Circ 1	0.00	2.00	50.00	0.24	0.013
5	C-5	C-6	23.66	23.60	Circ 1	0.00	2.00	29.00	0.21	0.013
6	C-6	C-7	23.60	23.04	Circ 1	0.00	3.00	200.00	0.28	0.013
7	C-7	C-8	23.04	22.83	Circ 1	0.00	3.00	80.00	0.26	0.013
8	C-8	JB-1	22.83	22.46	Circ 1	0.00	3.00	140.00	0.26	0.013
9	JB-1	JB-2	22.46	21.74	Circ 1	0.00	3.00	280.00	0.26	0.013
10	C-9	JB-2	25.00	24.94	Circ 1	0.00	1.50	29.00	0.21	0.013
11	C-10	C-11	25.00	24.94	Circ 1	0.00	2.00	29.00	0.21	0.013
12	C-11	JB-2	24.94	24.88	Circ 1	0.00	2.00	20.00	0.30	0.013
13	JB-2	OUT	21.74	20.72	Circ 1	0.00	4.00	378.00	0.27	0.013

Conveyance Hydraulic Computations. Tailwater = 23.000 (ft)

							· · · · · ·			
	Hydraulic	Gradelin	 ie	Dep	 th	velo	city			Junc
Run#	US Elev	DS Elev	Fr.Slope	Unif.		Unif.	Actual	Q	Cap	Loss
	(ft)	(ft)	(%)	(ft)	(ft)	(f/s)	(f/s)	(cfs)	(cfs)	(ft)
1*	25.76	25.70	0.192	0.58	1.26	7.23	2.91	4.60	14.35	0.000
2*	25.70	25.54	0.063	1.04	2.36	5.37	2.15	10.31	28.84	0.000
3	25.54	25.52	0.091	1.21	2.48	5.25	2.52	12.37	25.95	0.000
4	25.65	25.60	0.103	1.19	2.00	3.73	2.31	7.25	11.08	0.000
5	25.62	25.60	0.053	1.00	2.00	3.31	1.65	5.20	10.29	0.000
6	25.60	25.52	0.057	1.41	2.48	4.88	2.54	15.88	35.30	0.000
7	25.52	25.36	0.220	2.25	2.53	5.50	4.92	31.28	34.18	0.000
8	25.36	24.99	0.271	2.53	2.53	5.45	5.45	34.70	34.29	0.000
9	24.99	23.90	0.271	2.53	2.53	5.45	5.45	34.70	33.83	0 000
10	25.40	25.26	0.005	0.40	0.40	1.98	1.98	0.75	4.78	0.000
11	26.16	26.14	0.041	0.94	1.20	3.16	2.32	4.57	10.29	0.000
12	26.14	25.91	0.137	1.20	1.20	4.24	4.24	8.37	12.39	0 000
13	23.90	23.00	0.087	2.16	2.28	6.13	5.72	42.32	74.63	€.000
	*								5	

^{*} Super critical flow.

NO.

DATE

NORMAL TERMINATION OF WINSTORM.

WinStorm (STORM DRAIN DESIGN)

Version 3.05, Jan. 25, 2002 Run @ 8/6/2021 1:13:45 PM

PROJECT NAME: Riverwood Section 2Untitled JOB NUMBER: 14395

PROJECT DESCRIPTION: Original Run from Riverwood Section1 - 100 Year DESIGN FREQUENCY : 5 Years
ANALYSYS FREQUENCY : 100 Years

MEASUREMENT UNITS: ENGLISH

OUTPUT FOR ANALYSYS FREQUENCY of: 100 Years

unoff (Computation	for	Analysis	Frequency.
---------	-------------	-----	----------	------------

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cf _s)	Total Q (cfs)
C-1	0.55	1.48	15.00	15.00	8.39	0.000	6.833
C-2	0.55	1.84	15.00	15.00	8.39	0.000	8.496
C-3	0.55	0.74	15.00	15.00	8.39	0.000	3.417
C-4	0.55	2.33	15.00	15.00	8.39	0.000	10.758
C-5	0.55	1.67	15.00	15.00	8.39	0.000	7.711
C-6	0.55	1.13	15.00	15.00	8.39	0.000	5.217
C-7	0.55	1.10	15.00	15.00	8.39	0.000	5.079
C-8	0.55	1.19	15.00	15.00	8.39	0.000	5.494
c-9	0.55	0.24	15.00	15.00	8.39	0.000	1.108
C-10	0.55	1.47	15.00	15.00	8.39	0.000	6.787
C-11	0.55	1.23	15.00	15.00	8.39	0.000	5.679

Sag Inlets Configuration Data.

Inlet ID	Inlet Type	Length/ Perim. (ft)	Grate Area (sf)	Left-Slope Long Trans (%) (%)	Right-Slo Long Trar (%) (%)	s n	utter DeprW (ft)	Depth Allowed (ft)	Critic Elev. (ft)
C-1 C-2	Curb Curb	7.00 9.00	n/a n/a	0.50 2.00 0.50 2.00		0.014 0.014		0.50 0.50	28.80 28.80
C-3	Curb	4.00	n/a	0.50 2.00	0.50 2.0	0.014	1.50	0.50	30.00
C-4 C-5	Curb Curb	12.00 8.00	n/a n/a	0.50 2.00 0.50 2.00		0.014 0.014		0.50 0.50	28.75 29.00
C-6 C-7	Curb Curb	5.00 5.00	n/a n/a	0.50 2.00 0.50 2.00		0.014		0.50 0.50	29.00 30.10
C-8 C-9	Curb	5.00	n/a	0.50 2.00 0.50 2.00	0.50 2.0	0.014	1.50	0.50	30.10
C-10 C-11	Curb Curb Curb	7.00 5.00	n/a n/a n/a	0.50 2.00 0.50 2.00 0.50 2.00	0.50 2.0	0 0.014 0 0.014 0 0.014	1.50	0.50 0.50 0.50	29.90 29.50 29.50

Sag Inlets Computation Data.

Inlet ID	Inlet Type	Length	Gra Perim	Area	Total Q	Inlet Capacity	Total Head	Ponded Left	Width Right
		(ft)	(ft)	(sf)	(cfs)	(cfs)	(ft)	(ft)	(ft)
C-1	Curb	7.00	n/a	n/a	6.833	7.888	0.454	12.40	12.40
C-2	Curb	9.00	n/a	n/a	8.496	9.514	0.464	13.45	13.45
C-3	Curb	4.00	n/a	n/a	3.417	5.448	0.366	9.55	9.55
C-4	Curb	12.00	n/a	n/a	10.758	11.954	0.466	14.65	14.65
C-5	Curb	8.00	n/a	n/a	7.711	8.701	0.461	12.95	12.95
C-6	Curb	5.00	n/a	n/a	5.217	6.261	0.443	11.20	11.20
C-7	Curb	5.00	n/a	n/a	5.079	6.261	0.435	11.05	11.05
C-8	Curb	5.00	n/a	n/a	5.494	6.261	0.458	11.40	11.40
c-9	Curb	2.00	n/a	n/a	1.108	3.822	0.219	6.25	6.25
C-10	Curb	7.00	n/a	n/a	6.787	7.888	0.452	12.35	12.35
C-11	Curb	5.00	n/a	n/a	5.679	6.261	0.468	11.55	11.55

Cumulative Junction Discharge Computations

Node I.D.		Weighted C-Value	Cumulat. Dr.Area (acres)	Cumulat. Tc (min)	Intens. (in/hr)	User Supply Q cfs)	Additional Q in Node (cfs)	Total Disch. (cfs)
C-1	Curb	0.550	1.48	15.00	8.39	0.000	0.00	6.833
C-2	Curb	0.550	3.32	15.06	8.38	0.000	0.00	15.310
C-3	Curb	0.550	4.06	15.77	8.27	0.000	0.00	18.456
C-4	Curb	0.550	2.33	15.00	8.39	0.000	0.00	10.758
C-5	Curb	0.550	1.67	15.00	8.39	0.000	0.00	7.711
C-6	Curb	0.550	5.13	15.20	8.36	0.000	0.00	23.588
C-7	Curb	0.550	10.29	15.87	8.25	0.000	0.00	46.682
C-8	Curb	0.550	11.48	16.07	8.22	0.000	0.00	51.871
JB-1	CircMh	0.550	11.48	16.07	8.22	0.000	0.00	51.871
JB-2	Junct	0.550	14.42	17.03	8.06	0.000	0.00	63.950
C-9	Curb	0.550	0.24	15.00	8.39	0.000	0.00	1.108
C-10	Curb	0.550	1.47	15.00	8.39	0.000	0.00	6.787
C-11	Curb	0.550	2.70	15.14	8.37	0.000	0.00	12.431
OUT	Outlt	0.550	14.42	17.03	8.06	0.000	0.00	63.950

Conveyance Configuration Data

Run#	Node	I.D.	Flowlin	e Elev.						
	US	DS	US (ft)	DS (ft)	Shape #	Span (ft)	Rise (ft)	Length (ft)	slope (%)	n_value
1	C-1	C-2	25.00	24.44	Circ 1	0.00	1.50	30.00	1.87	0.013
2	C-2	C-3	24.44	23.18	Circ 1	0.00	2.50	255.00	0.49	0.013
3	C-3	C-7	23.18	23.04	Circ 1	0.00	2.50	35.00	0.40	0.013
4	C-4	C-6	23.72	23.60	Circ 1	0.00	2.00	50.00	0.24	0.013
5	C-5	C-6	23.66	23.60	Circ 1	0.00	2.00	29.00	0.21	0.013
6	C-6	C-7	23.60	23.04	Circ 1	0.00	3.00	200.00	0.28	0.013
7	C-7	C-8	23.04	22.83	Circ 1	0.00	3.00	80.00	0.26	0.013
8	C-8	JB-1	22.83	22.46	Circ 1	0.00	3.00	140.00	0.26	0.013
9	JB-1	JB-2	22.46	21.74	Circ 1	0.00	3.00	280.00	0.26	0.013
10	C-9	JB-2	25.00	24.94	Circ 1	0.00	1.50	29.00	0.21	0.013
11	C-10	C-11	25.00	24.94	Circ 1	0.00	2.00	29.00	0.21	0.013
12	C-11	JB-2	24.94	24.88	Circ 1	0.00	2.00	20.00	0.30	0.013
13	JB-2	OUT	21.74	20.72	Circ 1	0.00	4.00	378.00	0.27	0.013

Conveyance Hydraulic Computations. Tailwater = 24.000 (ft)

=====				=====		======		======		
	Hydraulic	Gradelin	e	Dep	th	velo	city			Junc
Run#	US Elev	DS Elev	Fr.Slope	Unif.	Actual	Unif.	Actual	Q	Cap	Loss
	(ft)	(ft)	(%)	(ft)	(ft)	(f/s)	(f/s)	(cfs)	(cfs)	(ft)
1*	28.92	28.79	0.423	0.73	1.50	8.01	3.87		14 25	
_								6.83	14.35	0.000
2*	28.79	28.44	0.139	1.29	2.50	6.00	3.12	15.31	28.84	0.000
3	28.44	28.37	0.202	1.56	2.50	5.72	3.76	18.46	25.95	0.000
4	28.73	28.62	0.226	1.56	2.00	4.09	3.42	10.76	11.08	0.000
5	28.65	28.62	0.116	1.31	2.00	3.53	2.45	7.71	10.29	0.000
6	28.62	28.37	0.125	1.78	3.00	5.39	3.34	23.59	35.30	0.000
7	28.37	27.98	0.490	3.00	3.00	6.60	6.60	46.68	34.18	0.000
8	27.98	27.13	0.605	3.00	3.00	7.34	7.34	51.87	34.29	0.000
9	27.13	24.73	0.605	3.00	3.00	7.34	7.34	51.87	33.83	0.000
10	25.49	25.34	0.011	0.49	0.49	2.20	2.20	1.11	4.78	0.000
11	26.59	26.57	0.090	1.19	1.63	3.49	2.48	6.79	10.29	0.000
12	26.57	26.15	0.302	1.63	1.63	4.55	4.55	12.43	12.39	0.000
13	24.73	24.00	0.198	2.88	3.28	6.61	5.80	63.95	74.63	0.000

^{*} Super critical flow.

NORMAL TERMINATION OF WINSTORM.

BAKER & LAWSON, INC.

ENGINEERS • PLANNERS • SURVEYORS

4005 TECHNOLOGY DRIVE, SUITE 1530 ANGLETON, TEXAS 77515 (979) 849-6681 REG. NO. F-825

DESIGNED DR

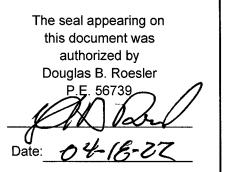
DRAWN BT

CHECKED

DATE

APPROVED





RIVERWAY PROPERTIES 6115 SKYLINE DR. STE A. HOUSTON, TEXAS 77057

PROFILE: VERTICAL: RIVERWOOD RANCH SUBDIVISION SECTION 2 A 78 AC, 109-LOT SUBDIVISION

ANGLETON, TEXAS 77515

WINDSTORM DATA

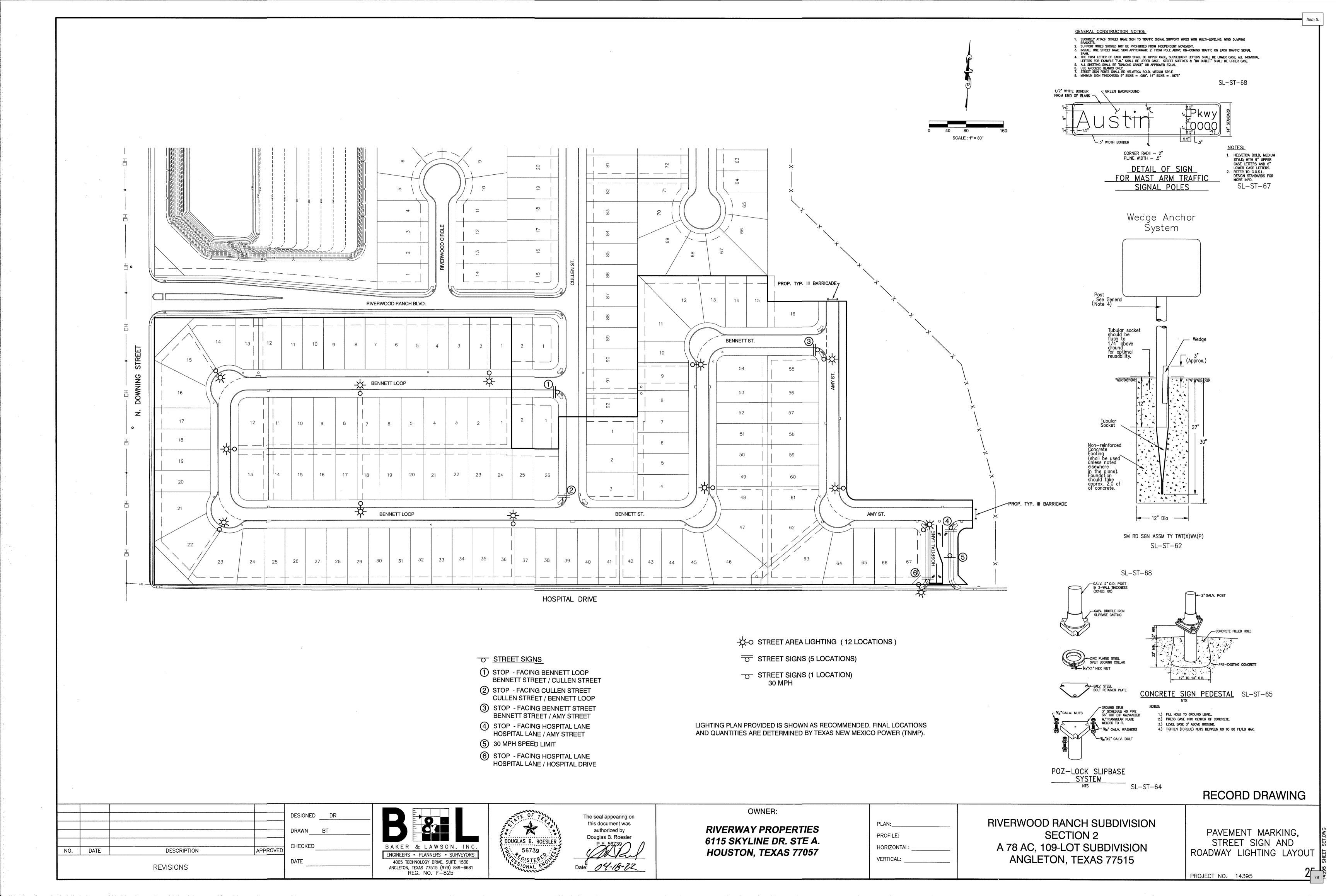
RECORD DRAWING

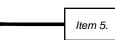
PROJECT NO. 14395

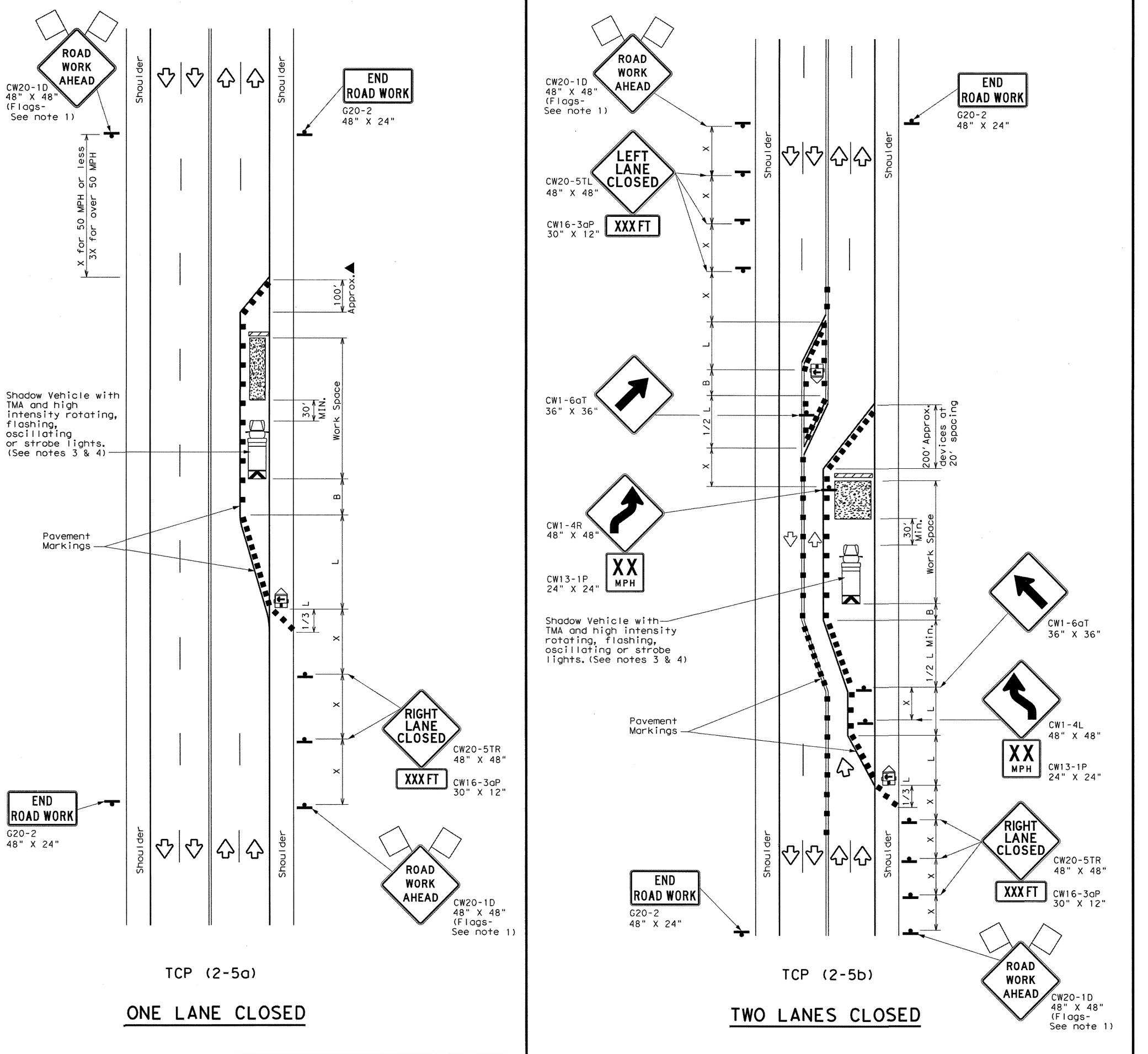
REVISIONS

DESCRIPTION

OWNER:







Type 3 Barricade

Heavy Work Vehicle

Trailer Mounted Flashing Arrow Board

Sign

Flag

Channelizing Devices

Truck Mounted Attenuator (TMA)

Portable Changeable Message Sign (PCMS)

Traffic Flow

Flagger

Speed	Formula	D ₁	Minimum esirab er Lenq **	le	Spaci: Channe		Minimum Sign Spacing "X"	Suggested Longitudinal Buffer Space
*		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	Distance	"B"
30	. WS ²	150′	165′	180′	30'	60′	120′	90′
35	$L = \frac{WS}{60}$	205′	225′	245′	35′	70′	160′	120′
40	60	2651	2951	320′	40′	80′	240'	155′
45		450′	495′	540′	45′	90′	3201	195′
50		500′	550′	600'	50′	100′	400′	240′
55	L=WS	550′	605′	660′	55 <i>′</i>	110′	500′	295′
60	L 1, 0	600′	660′	720′	60′	120′	600′	350'
65		650′	715′	780′	65′	130′	700′	410′
70		7001	770′	840′	70′	140′	800′	475′
75		750′	8251	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)

		TYPICAL L	JOAGE	
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.

2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.

3. 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 eposure 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 substitutued for the Shadow Vehicle and TMA.

4. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

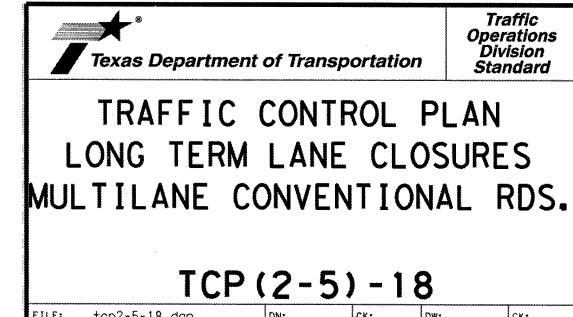
5. The downstream taper is optional. When used, it should be 100 feet approximately per lane, with channelizing devices spaced at 20 feet.

TCP (2-5a)

6. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic, with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-5b)

7. Conflicting pavement markings shall be removed for long-term projects.



FILE: top	2-5-18.dgn	DN:		CK:	DW:		CK:
© T×DOT	December 1985	CONT	SECT	JOB		HIG	HWAY
8-95 2-12	REVISIONS						
1-97 3-03		DIST		COUNTY			SHEET NO.
4-98 2-18					***************************************		······

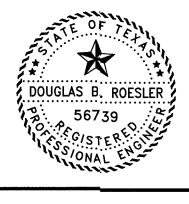
RECORD DRAWING

| DESIGNED | DR | DRAWN | BT | DATE | DESCRIPTION | APPROVED | DATE | DA

by the "Texas Engineering Practice Act". itsoever. TxDOT assumes no responsibility incorrect results or damages resulting fro

DISCLAIMER:
The use of this standkind is made by TxDOT for of this standard to other





The seal appearing on this document was authorized by Douglas B. Roesler

P.E. 56739

Date: 04-18-22

RIVERWAY PROPERTIES 6115 SKYLINE DR. STE A. HOUSTON, TEXAS 77057

OWNER:

PLAN:____
PROFILE:
HORIZONTAL: ____
VERTICAL: ____

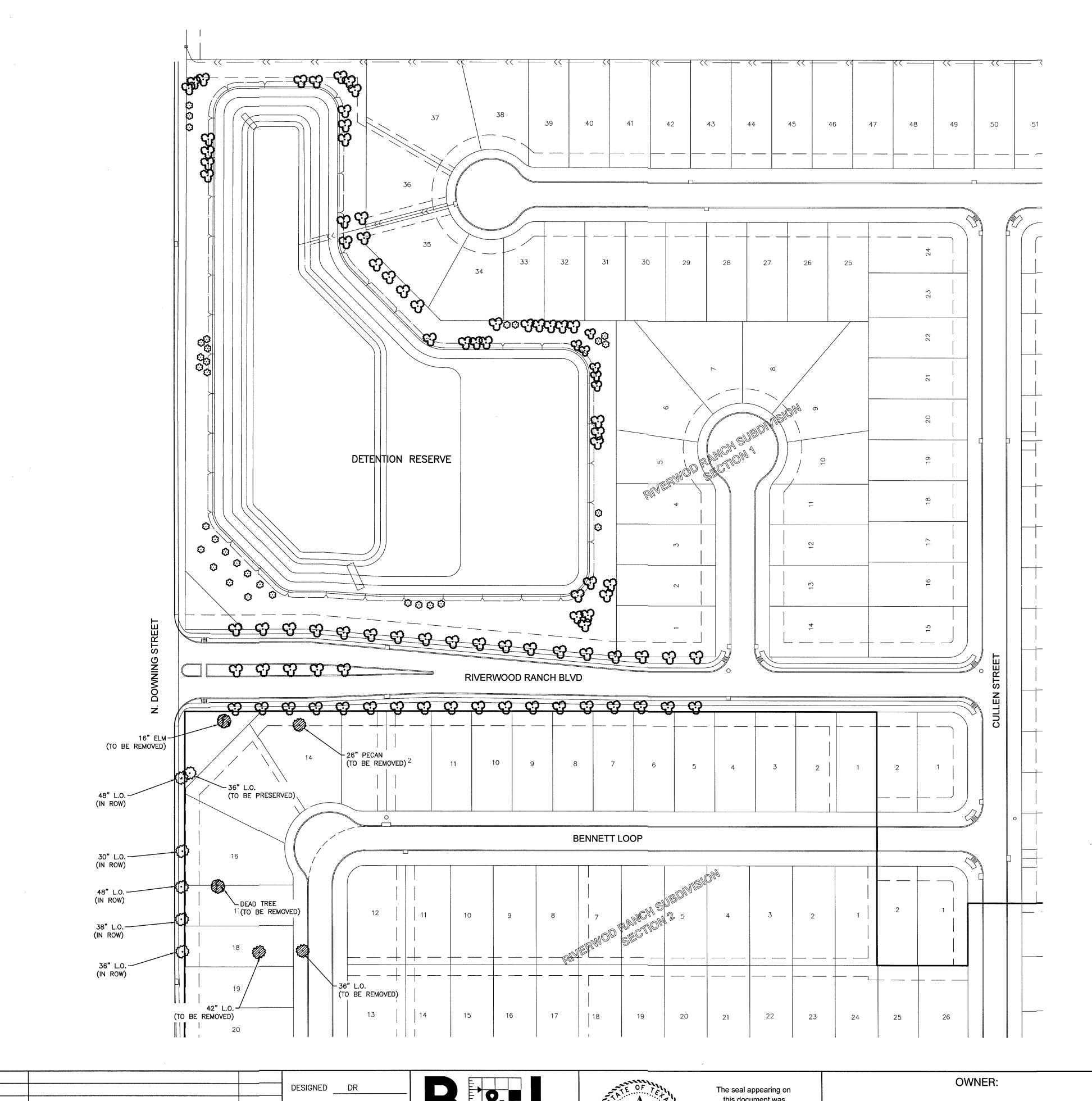
RIVERWOOD RANCH SUBDIVISION SECTION 2 A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

165

TRAFFIC CONTROL PLAN TCP (1-1)-18

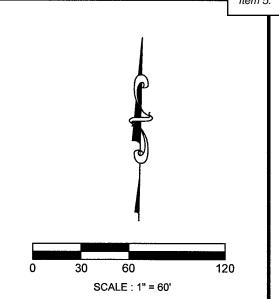
PROJECT NO. 14395

5 SHEET SET.DWG



TREE LEGEND

- HERITAGE TREE (PECAN & LIVE OAK)
- SIGNIFICANT TREE (OAK & ELM)
- PROP CREPE MYRTLE
- PROP OAK TREE



SITE TREE SUMMARY

TOTAL NUMBER OF HERITAGE TREES TOTAL CALIPER OF HERITAGE TREES = 140 IN

= 3

HERITAGE TREES TO BE REMOVED* CALIPER OF REMOVED HERITAGE TREES = 104 IN

HERITAGE & SIGNIFICANT TREES TO BE PRESERVED = 1 CALIPER OF HERITAGE/SIGNIFICANT TREES TO BE PRESERVED = 36 IN

REQUIRED REPLACEMENT CALIPER = $(104 - 36) \times 3 = 204$ "

REQUIRED REPLACEMENT TREES (3"-CALIPER OAK TREES)= 68 TREES

REPLACEMENT TREES PROVIDED IN RIVERWOOD RANCH BLVD ROW= 41 TREES REPLACEMENT TREES PROVIDED IN DETENTION RESERVE= 49 TREES TOTAL REPLACEMENT TREES PROVIDED = 90 TREES

32 PROPOSED CREPE MYRTLE ARE PROVIDED IN THIS TREE PRESERVATION PLAN. CREPE MYRTLES ARE NOT CLASSIFIED AS REPLACEMENT TREES AND ARE NOT COUNTED TOWARDS THE REPLACEMENT TOTAL.

PER SECTION 23-60.H.7 OF THE ANGLETON LDC, THE HOMEOWNER WILL PROVIDE TWO TREES PER LOT IN ADDITION TO THE REQUIRED REPLACEMENT CALIPER.

TREES LOCATED IN THE SOUTH DOWNING ROW ARE TO BE PRESERVED. TREES IN THE DOWLING ROW ARE NOT COUNTED FOR OR AGAINST THE HERITAGE TREE PRESERVATION

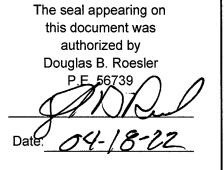
RECORD DRAWING

DRAWN BT CHECKED DATE APPROVED NO. DESCRIPTION DATE

REVISIONS

BAKER & LAWSON, INC. ENGINEERS • PLANNERS • SURVEYORS 4005 TECHNOLOGY DRIVE, SUITE 1530 ANGLETON, TEXAS 77515 (979) 849-6681 REG. NO. F-825



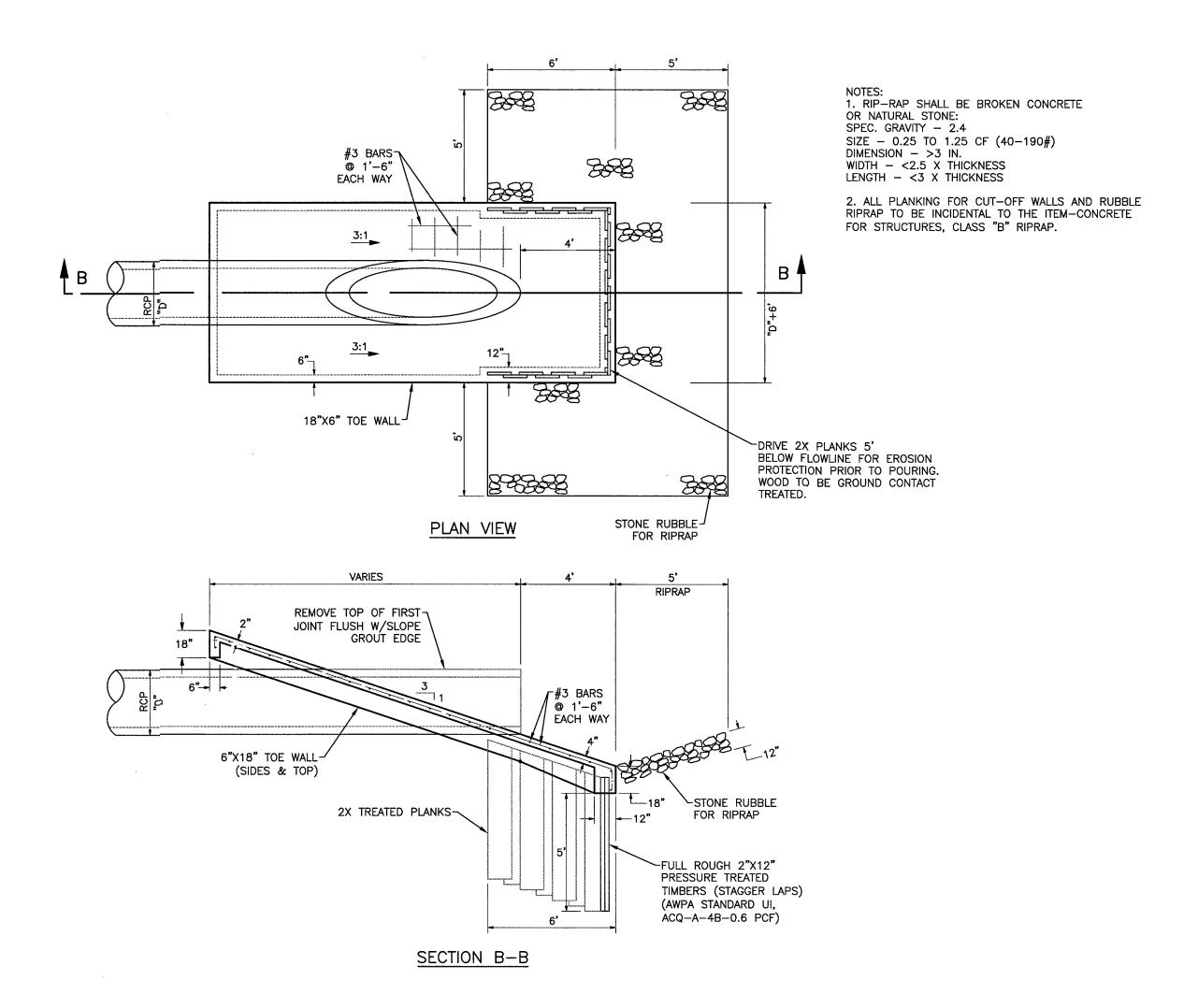


RIVERWAY PROPERTIES 6115 SKYLINE DR. STE A. HOUSTON, TEXAS 77057

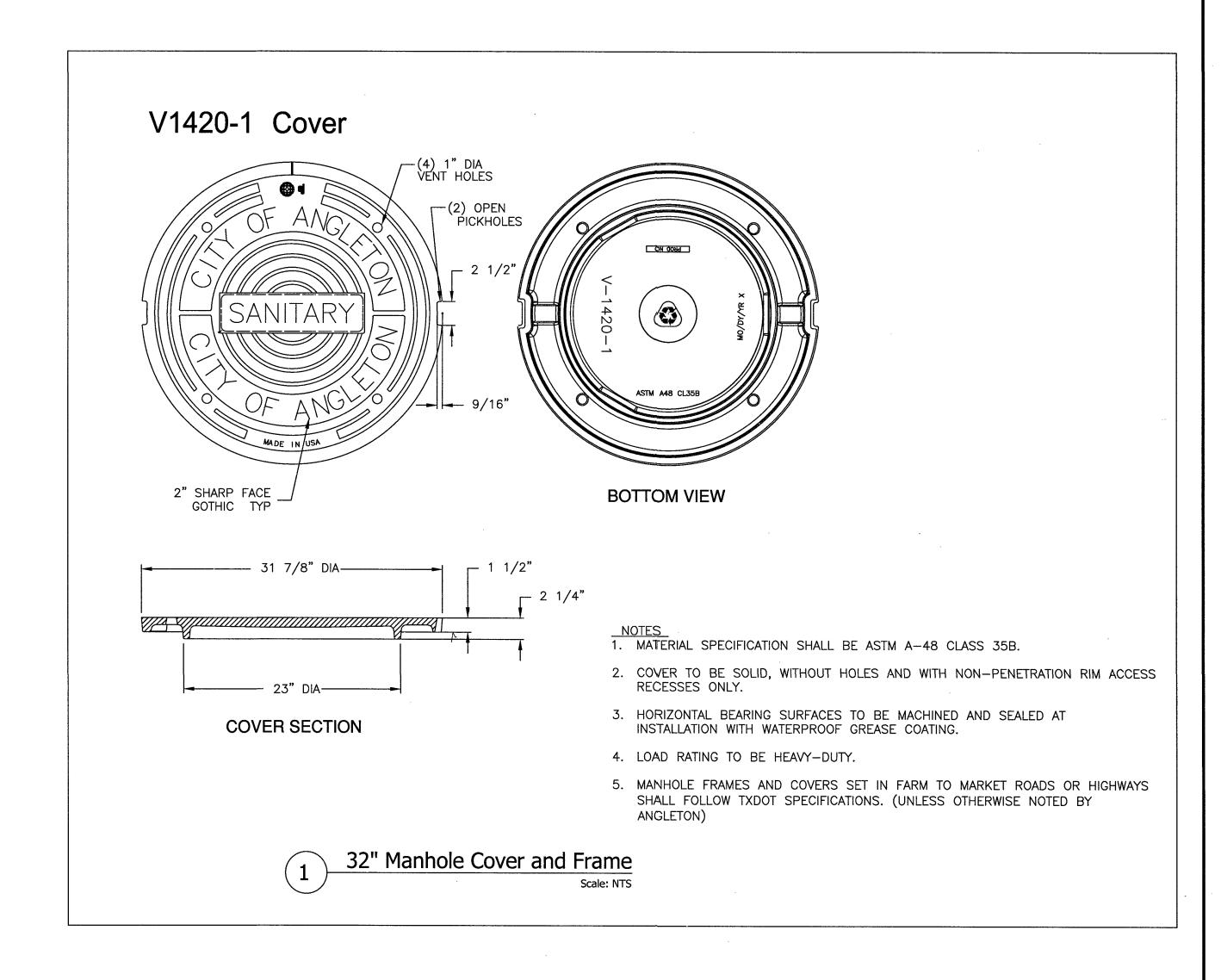
1" = 60' PLAN:___ PROFILE: HORIZONTAL: VERTICAL:

RIVERWOOD RANCH SUBDIVISION SECTION 2 A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

HERITAGE TREE PRESERVATION PLAN



TYPE A
STANDARD CONCRETE SLOPE PAVING PIPE OUTFALL
NTS



RECORD DRAWING

DESIGNED

DRAWN

NO. DATE

DESIGNED

DRAWN

CHECKED

DATE

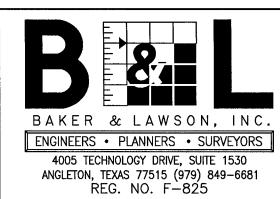
DATE

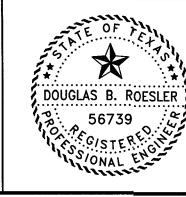
DESIGNED DR

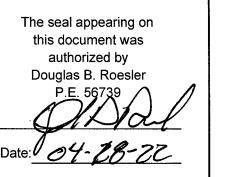
DRAWN BT

CHECKED

DATE







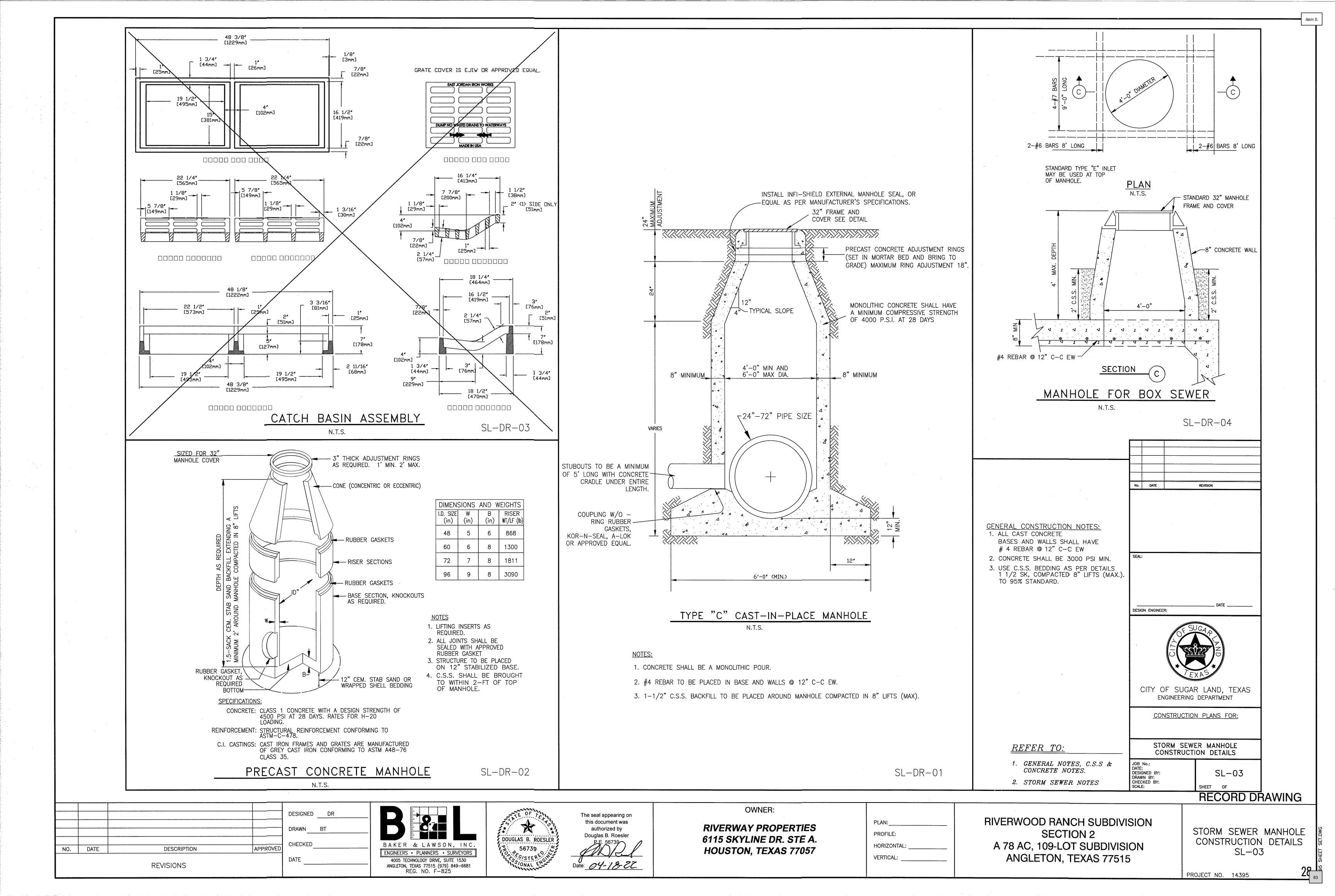
RIVERWAY PROPERTIES 6115 SKYLINE DR. STE A. HOUSTON, TEXAS 77057

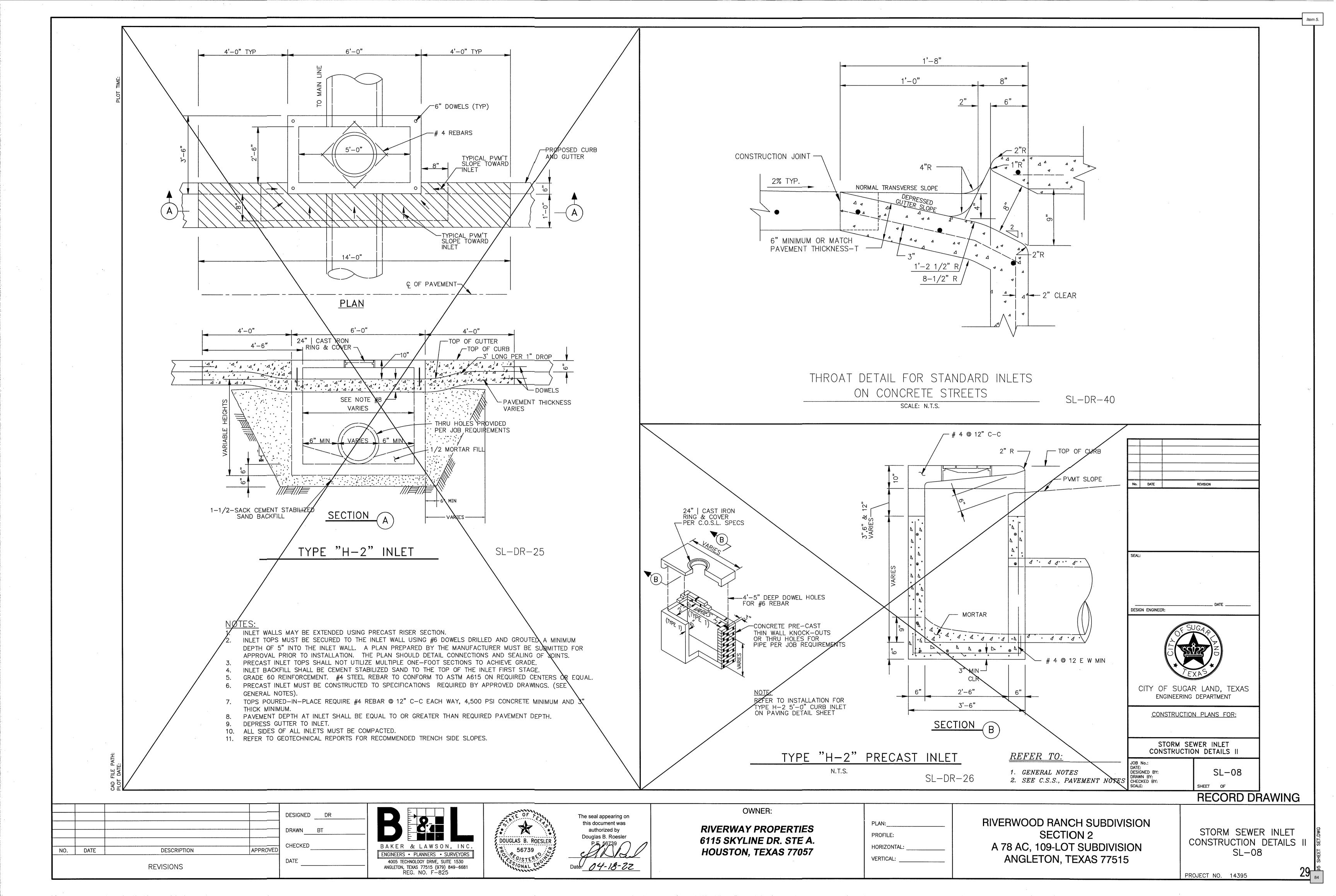
OWNER:

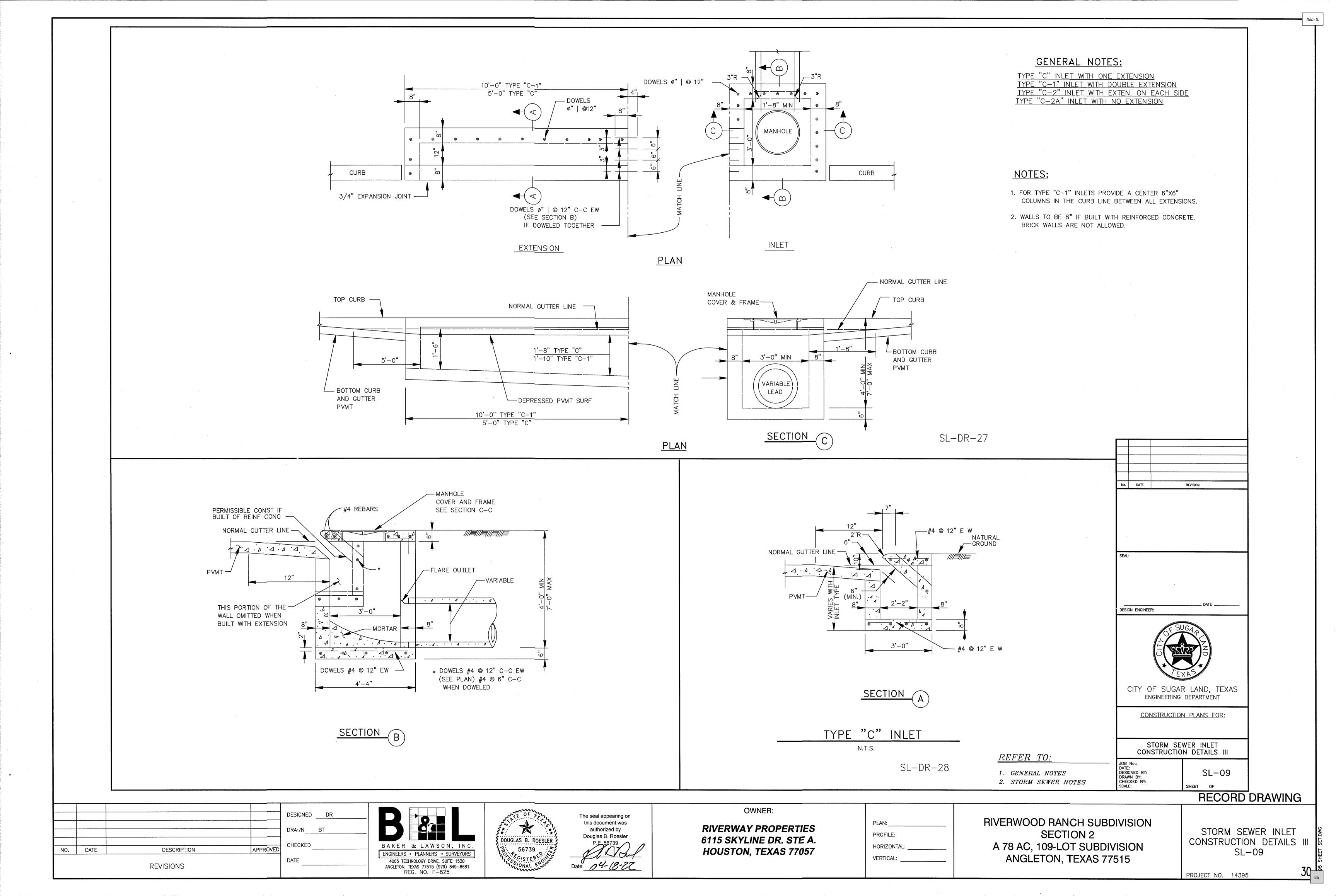
PLAN:_____PROFILE:
HORIZONTAL:_____VERTICAL:

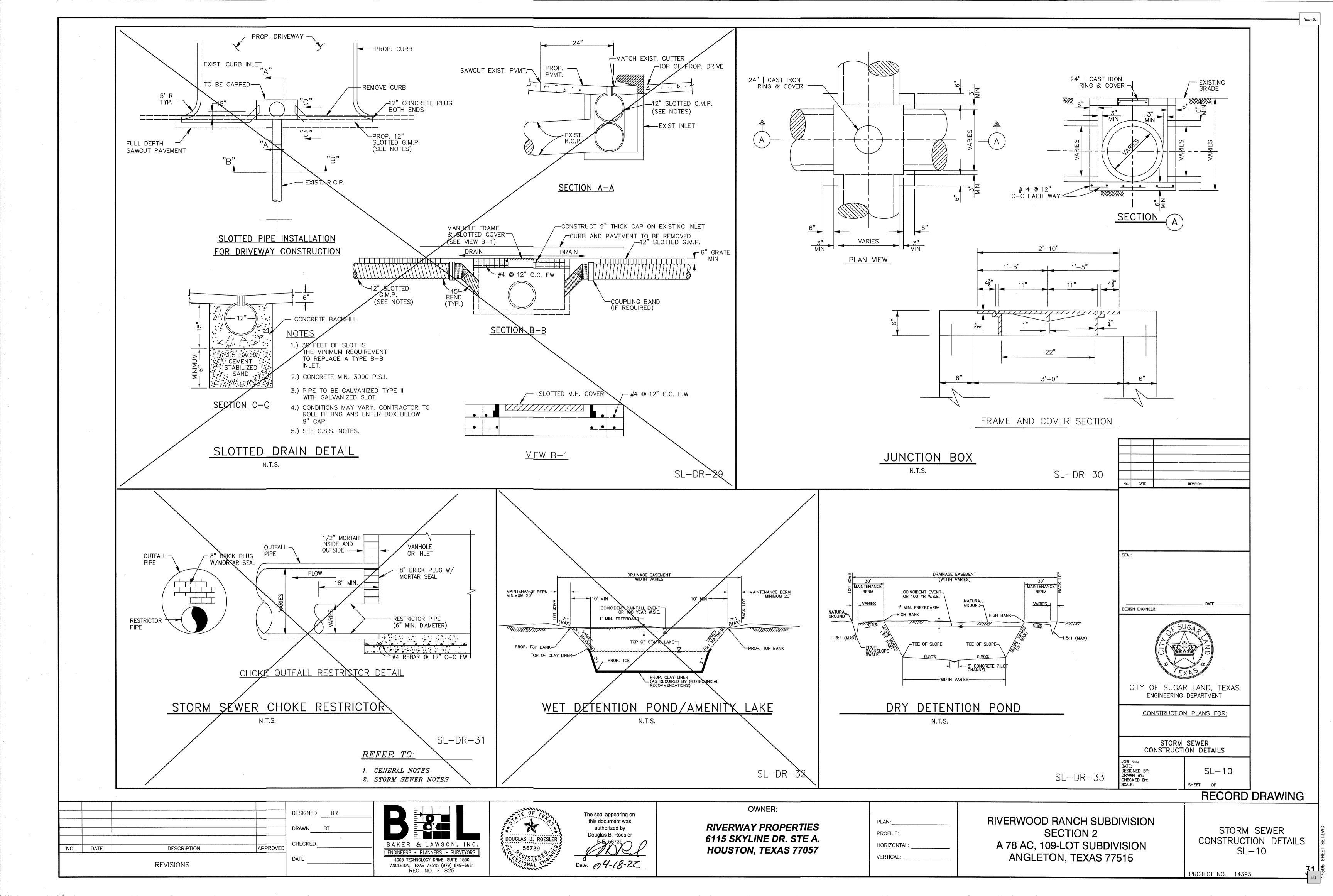
RIVERWOOD RANCH SUBDIVISION SECTION 2 A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

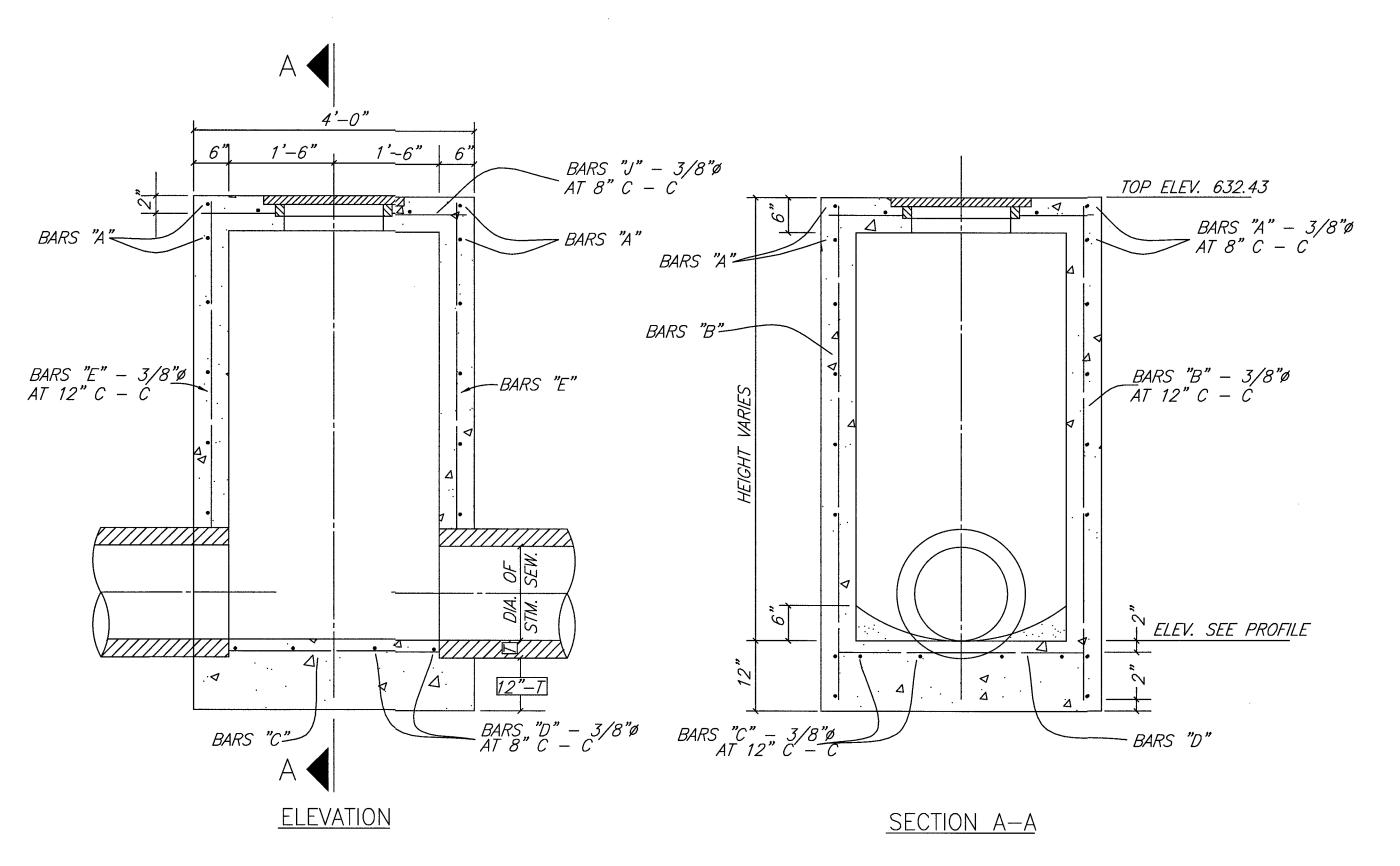
MISCELLANEOUS DETAILS





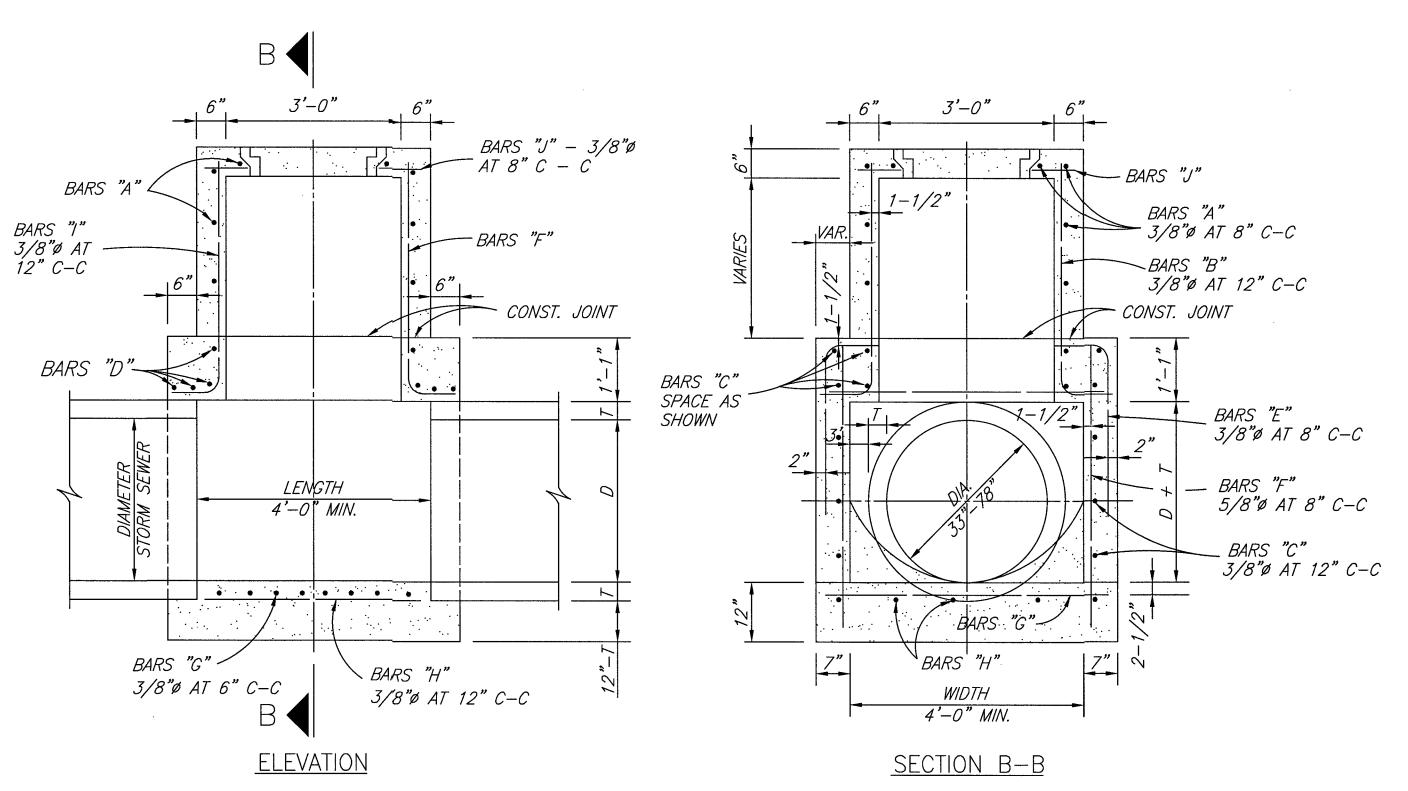






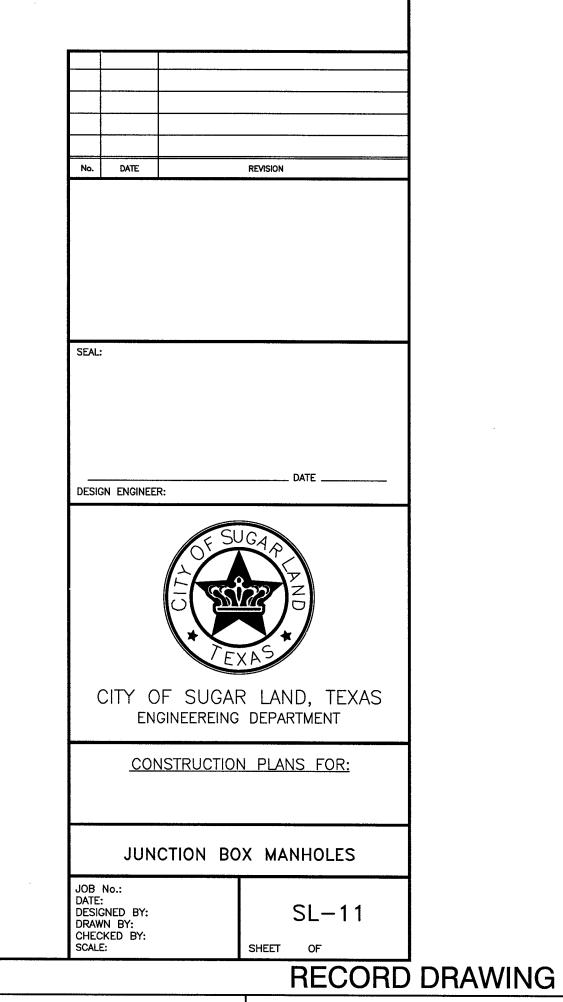
STORM SEWER TYPE A MANHOLE

MAX. PIPE SIZE 30" - N.T.S.



TYPE B STORM SEWER MANHOLE

MAX. PIPE SIZE 78" - N.T.S.



NO. DATE DESCRIPTION APPROVED DATE REVISIONS

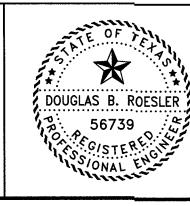
DESIGNED DR

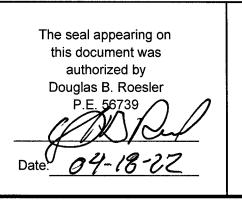
DRAWN BT

CHECKED

DATF







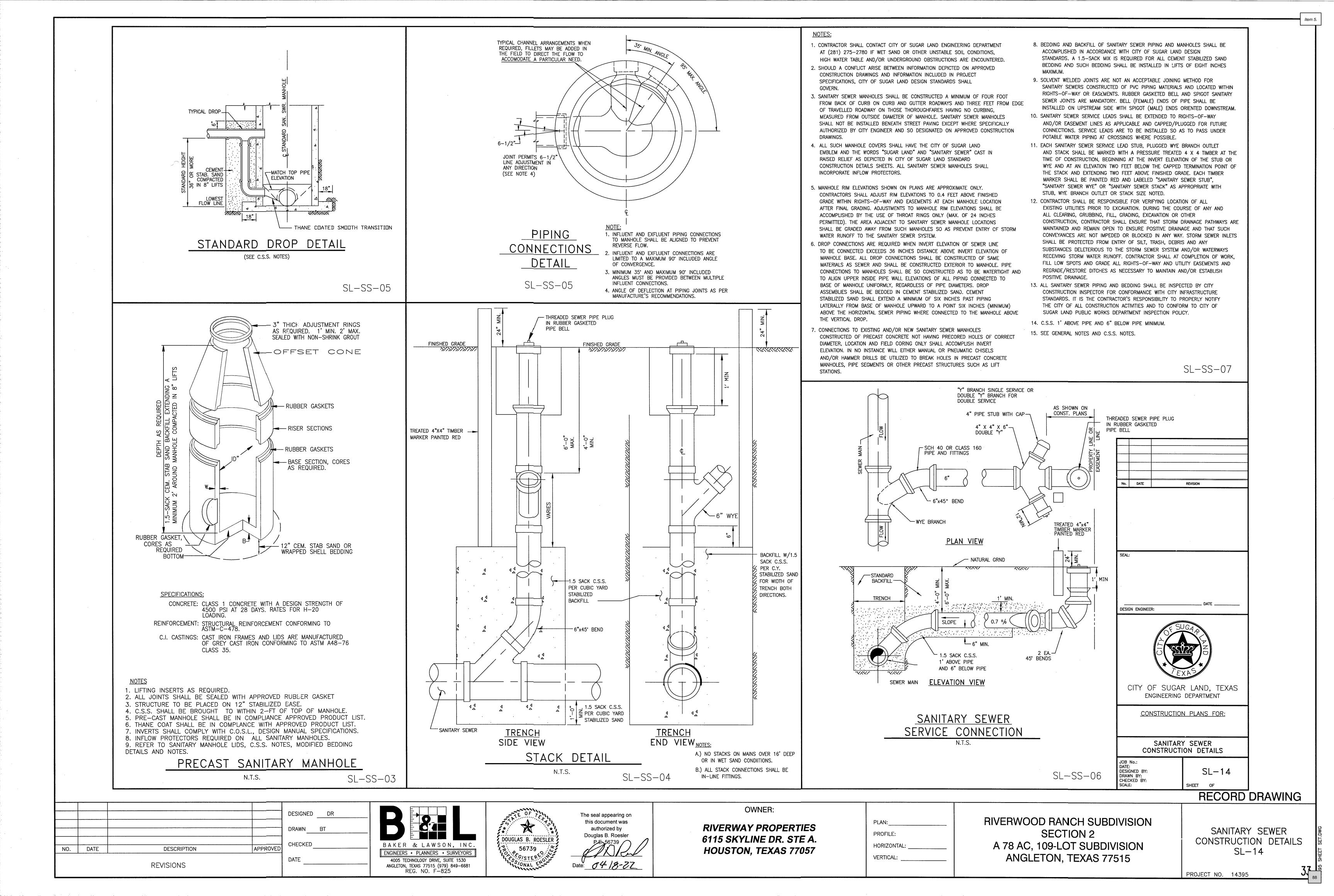
OWNER:

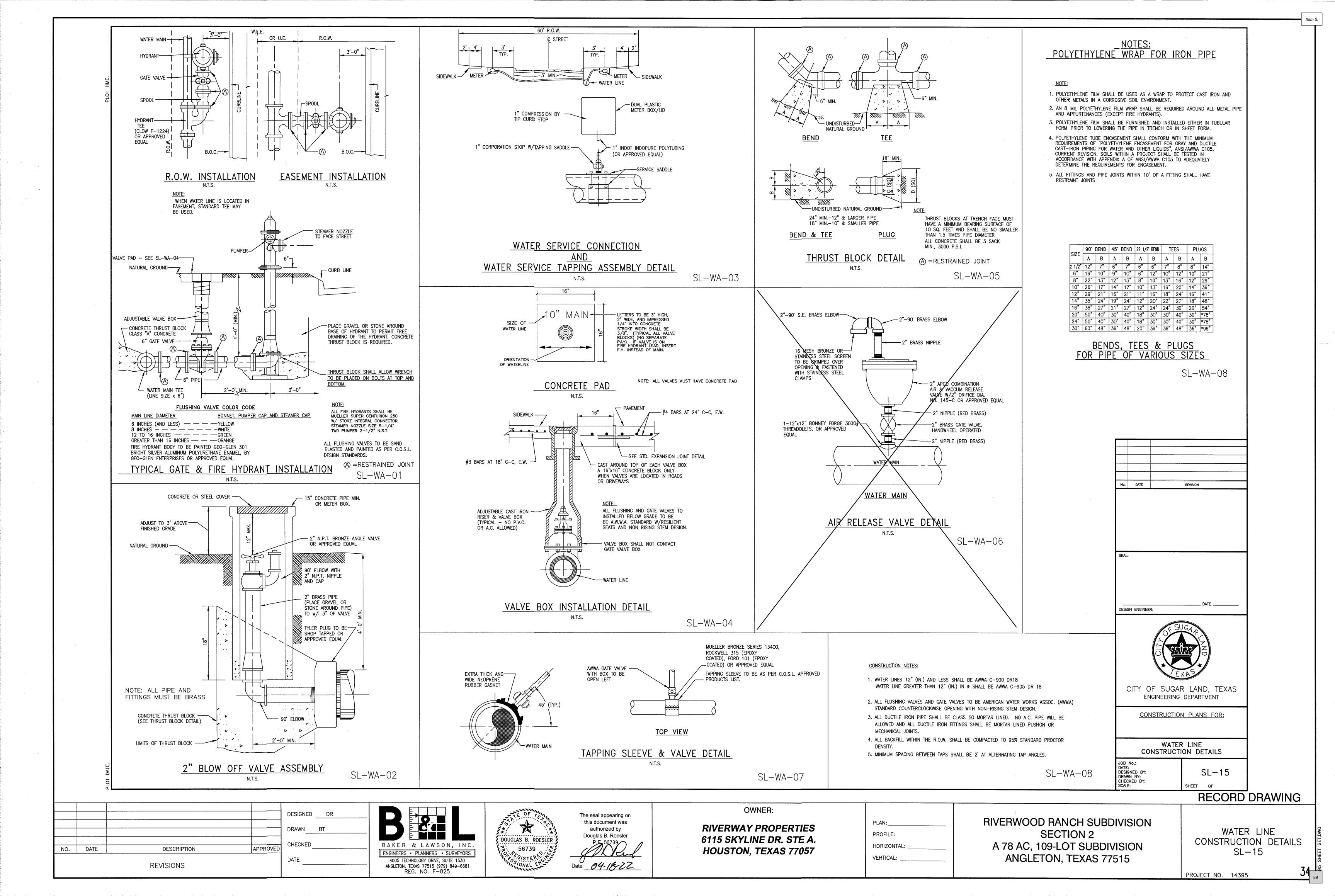
RIVERWAY PROPERTIES
6115 SKYLINE DR. STE A.
HOUSTON, TEXAS 77057

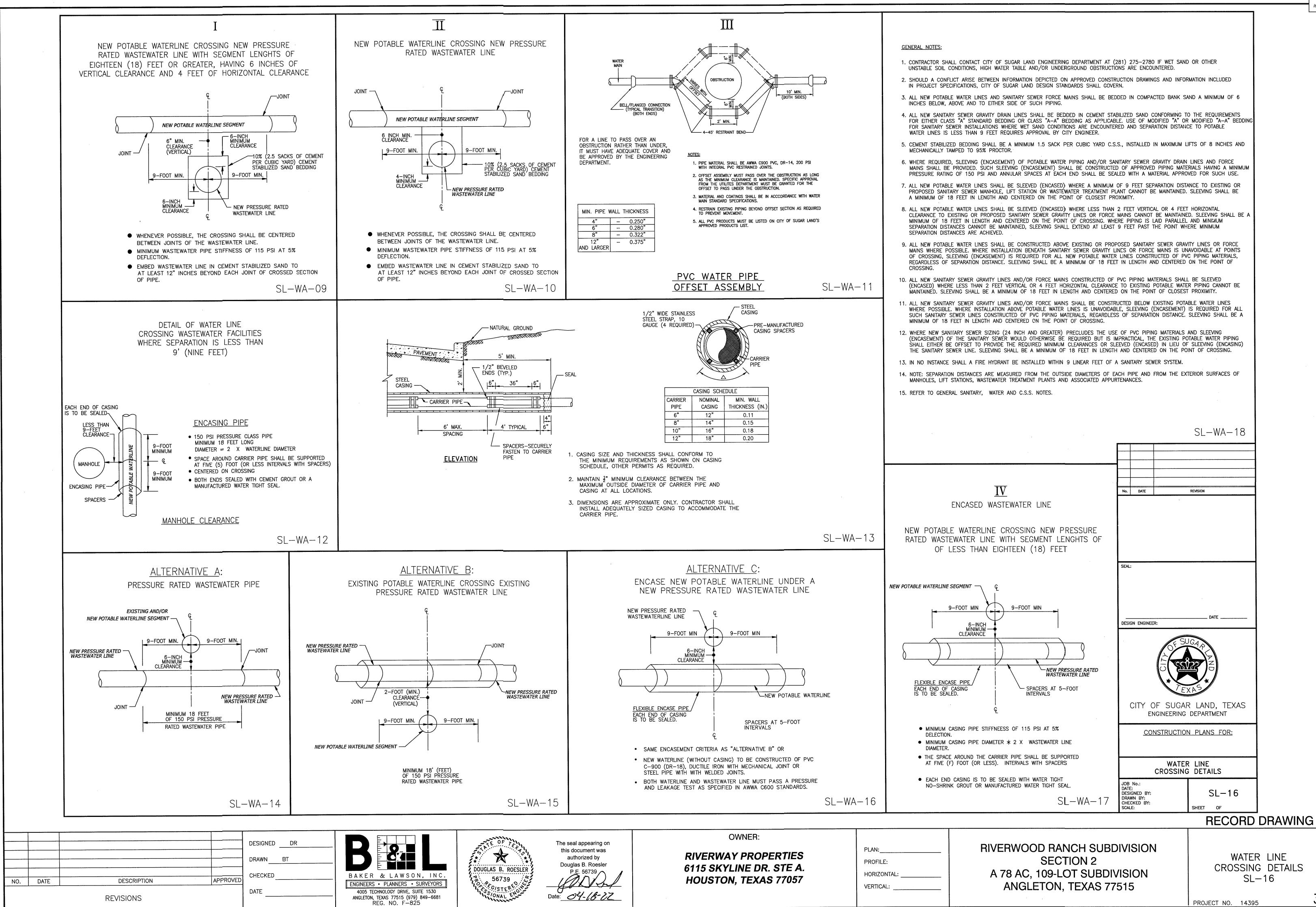
PLAN: _____PROFILE:
HORIZONTAL: _____
VERTICAL: ____

RIVERWOOD RANCH SUBDIVISION SECTION 2 A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

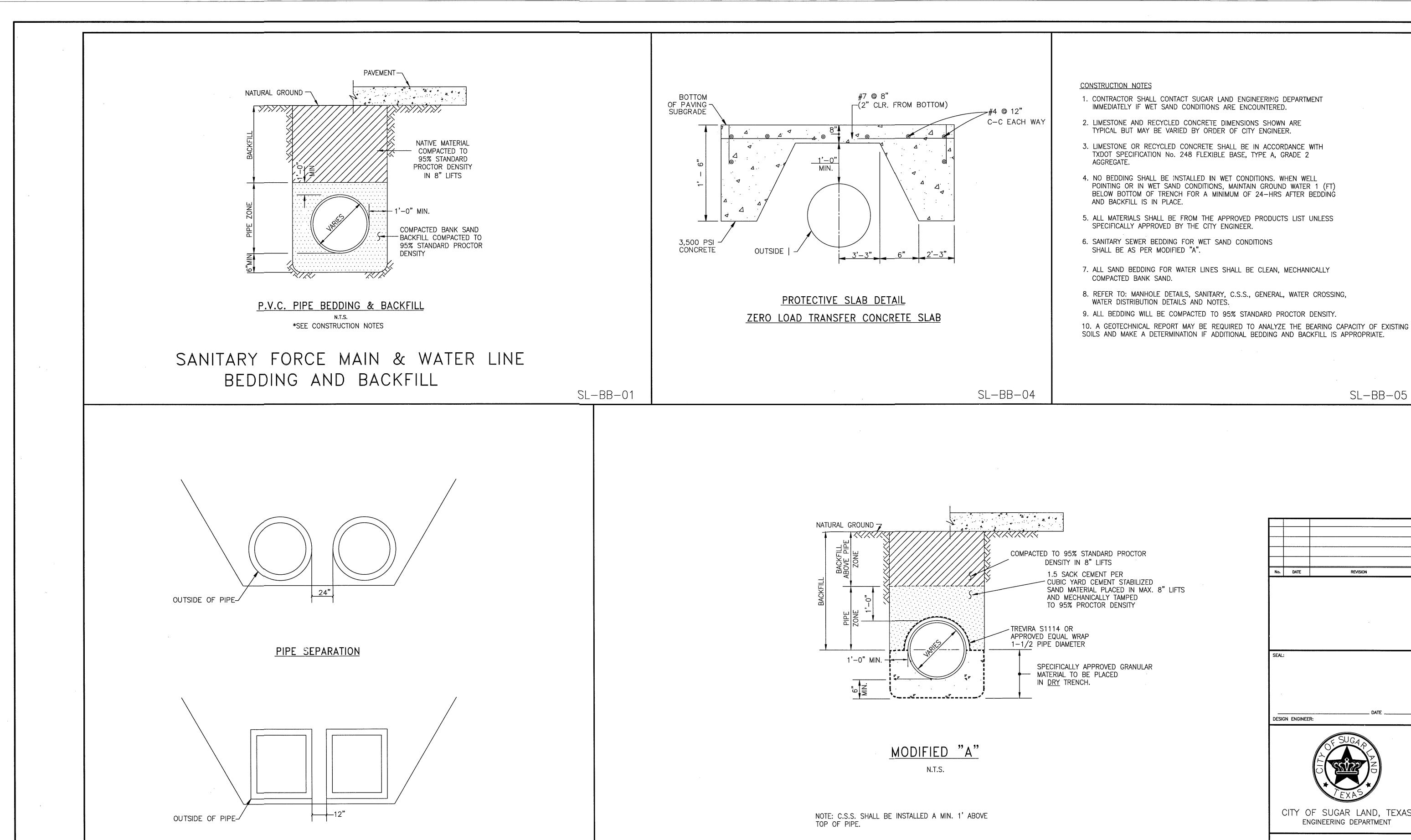
JUNCTION BOX MANHOLES SL-11







Item 5.



SANITARY SEWER BEDDING AND BACKFILL SL-BB-03

REFER TO:

1. GENERAL NOTES 2. C.S.S. NOTES

No. DATE DESIGN ENGINEER: CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT **CONSTRUCTION PLANS FOR:**

WATER LINE, SANITARY SEWER FORCE MAIN BEDDING DETAILS

JOB No.: DATE: DESIGNED BY: DRAWN BY: CHECKED BY: SCALE:

SL-BB-05

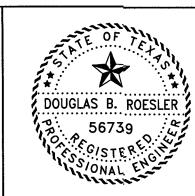
RECORD DRAWING

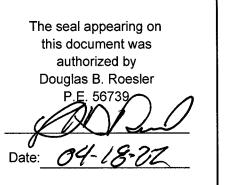
NO. DATE APPROVED DESCRIPTION **REVISIONS**

DESIGNED DR DRAWN CHECKED DATE

RCB SEPARATION







OWNER: RIVERWAY PROPERTIES

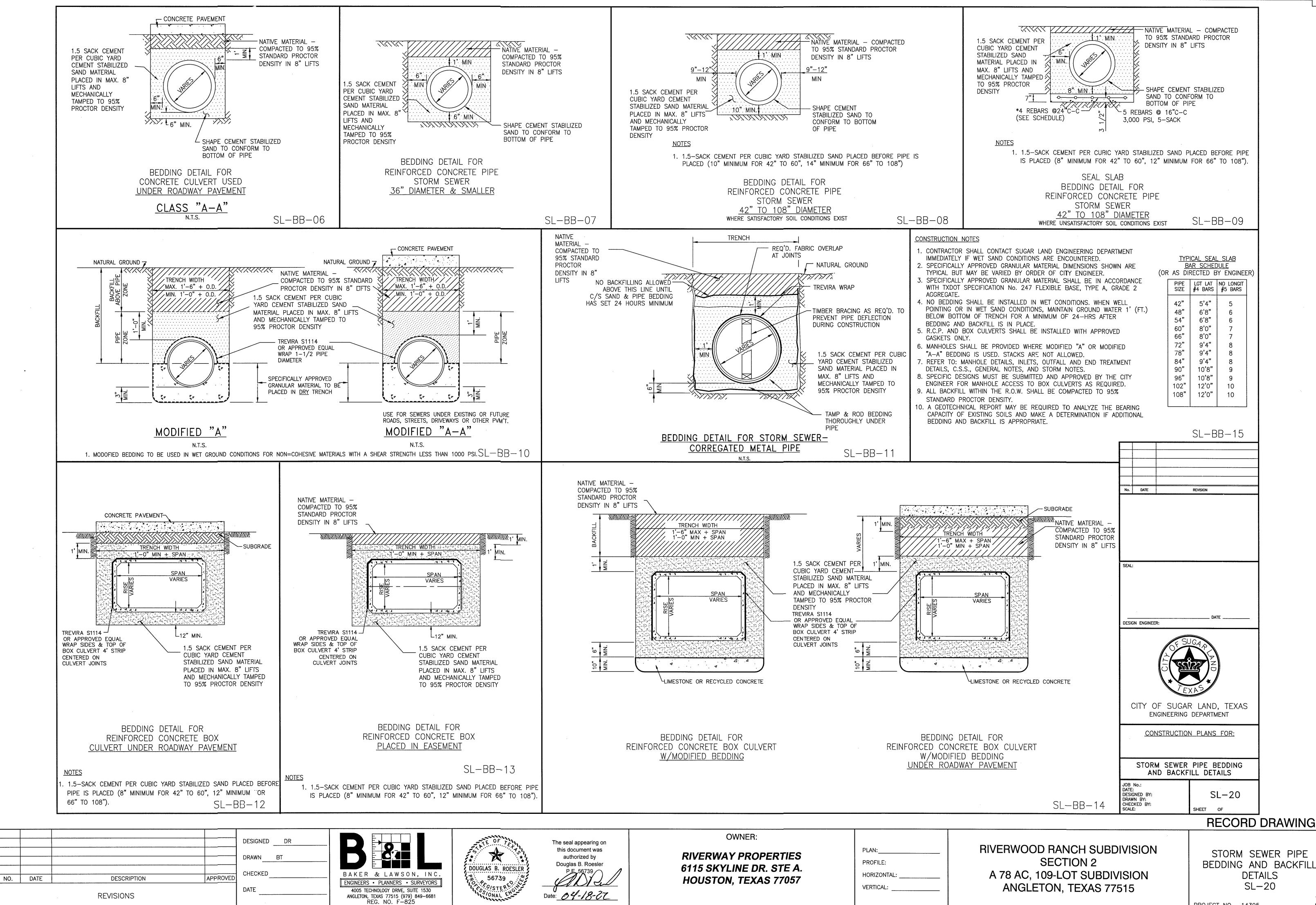
PROFILE: 6115 SKYLINE DR. STE A. HORIZONTAL: HOUSTON, TEXAS 77057 VERTICAL:

RIVERWOOD RANCH SUBDIVISION SECTION 2 A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

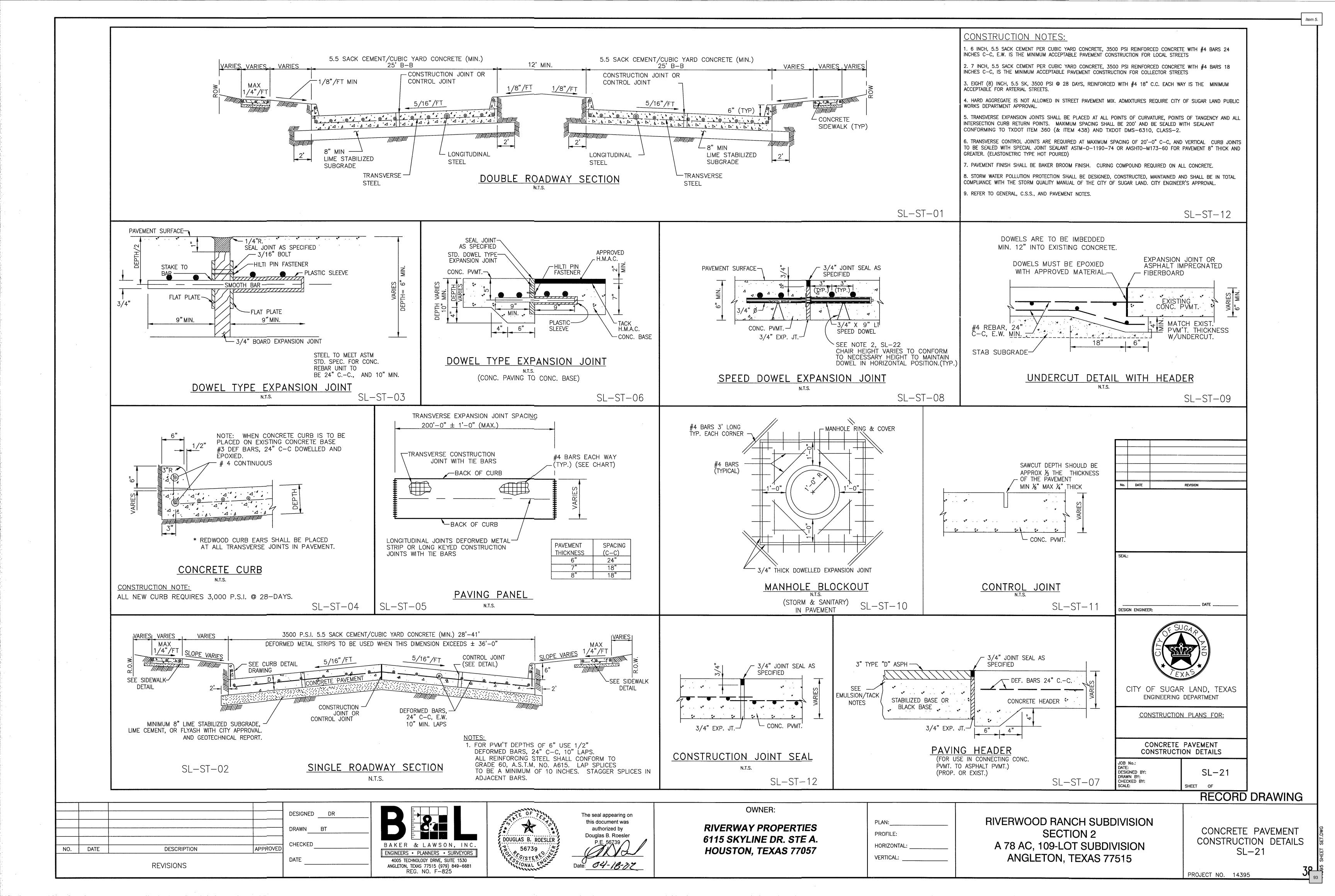
WATER LINE, SANITARY SEWER FORCE MAIN BEDDING DETAILS SL-19

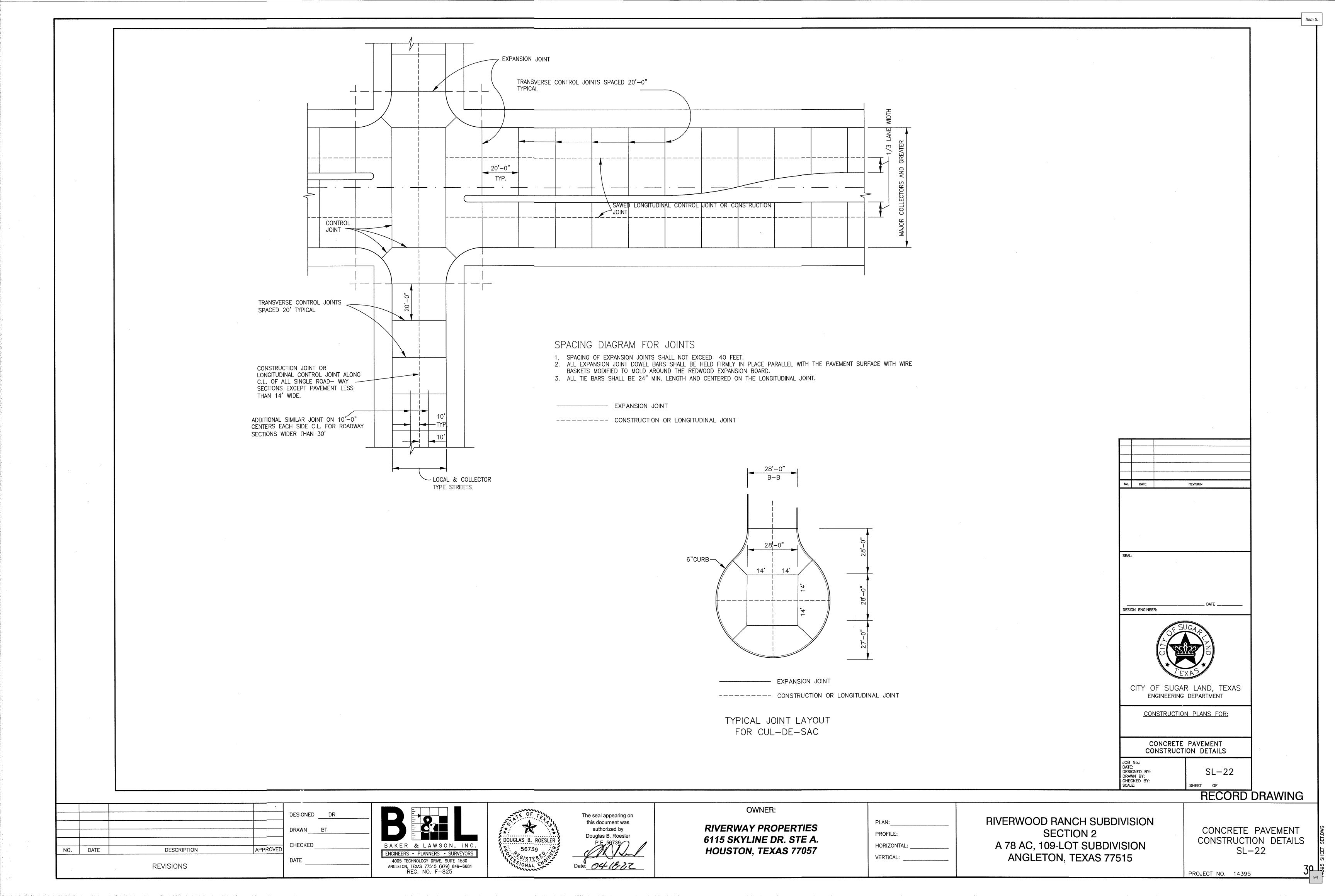
PROJECT NO. 14395

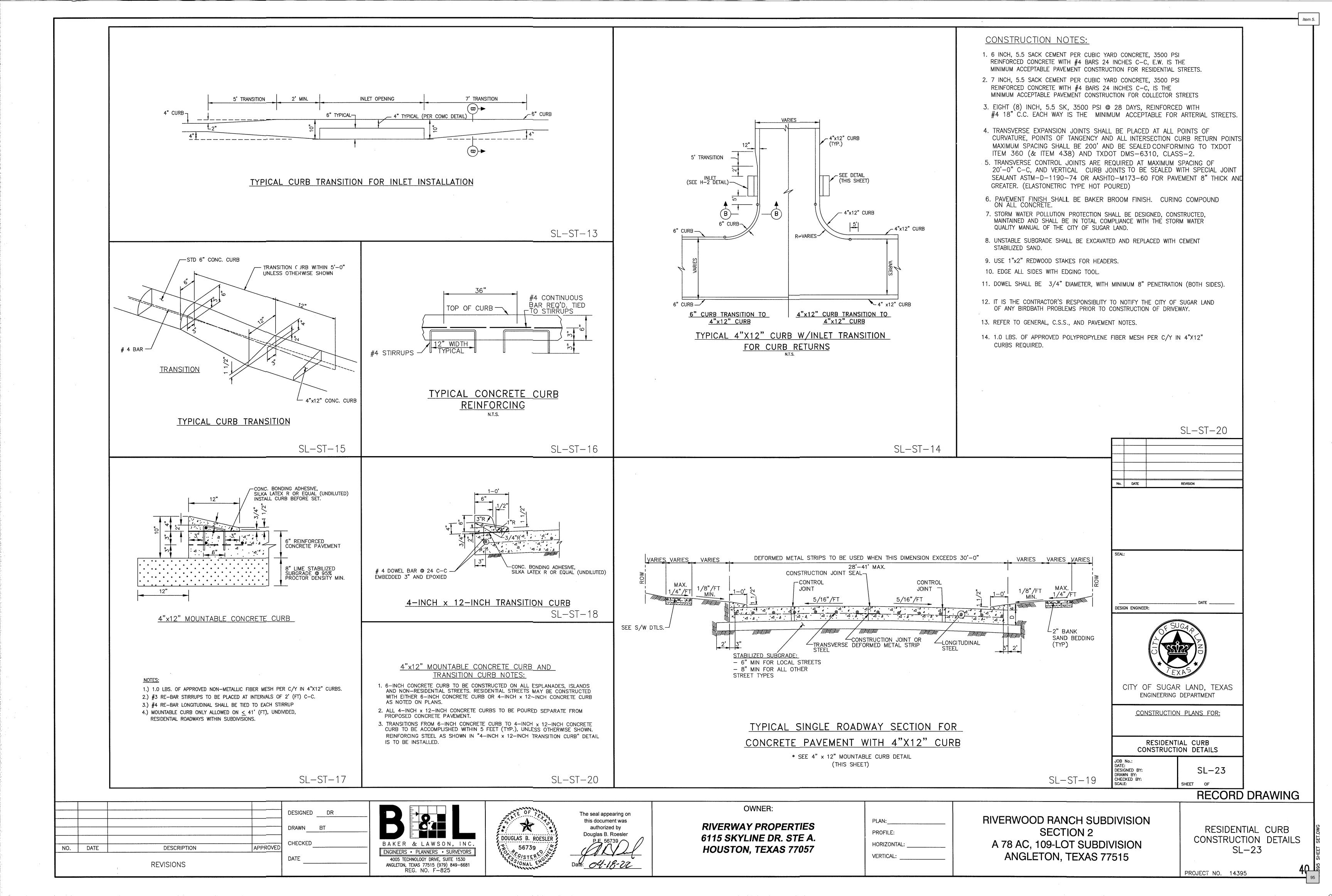
SL-19

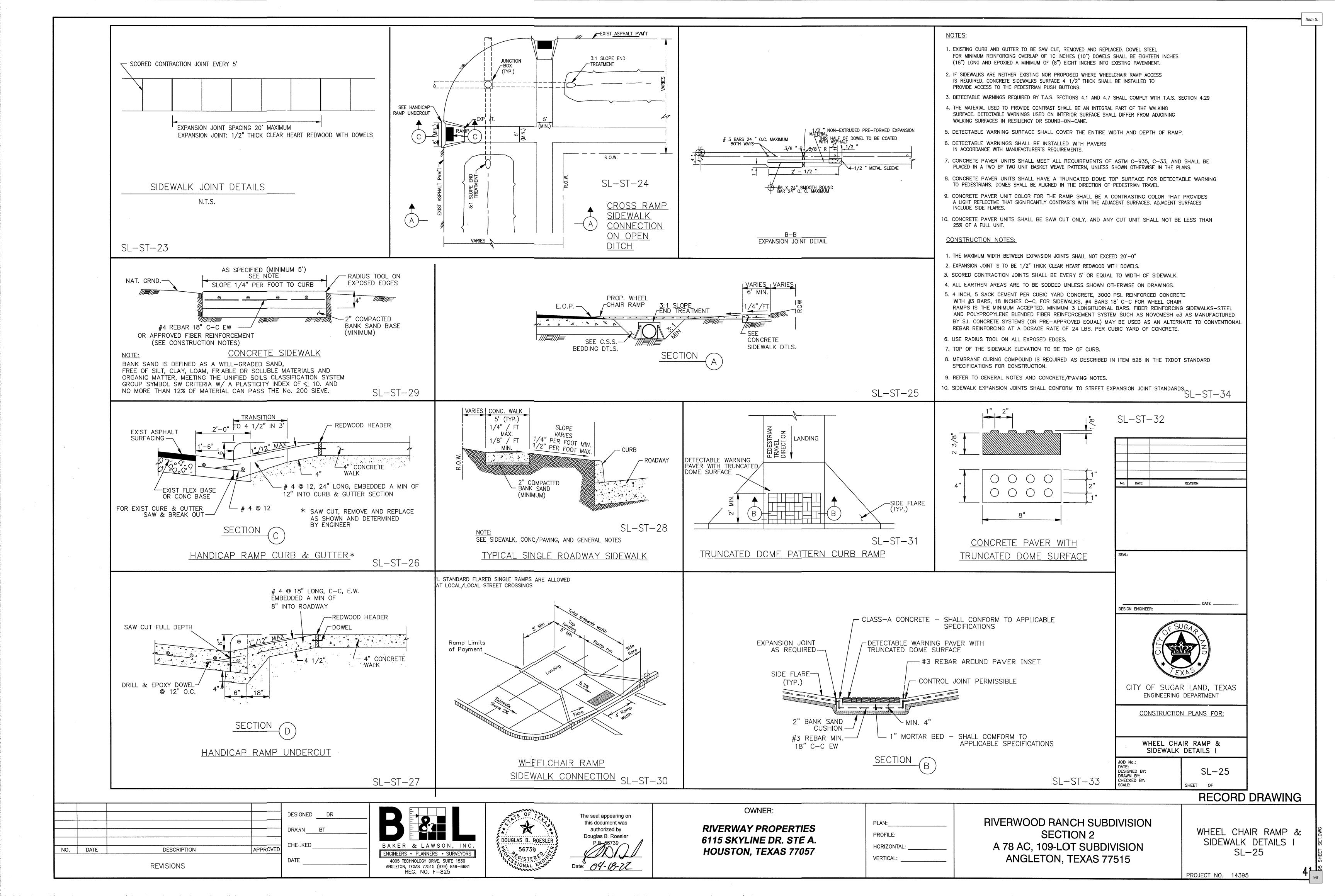


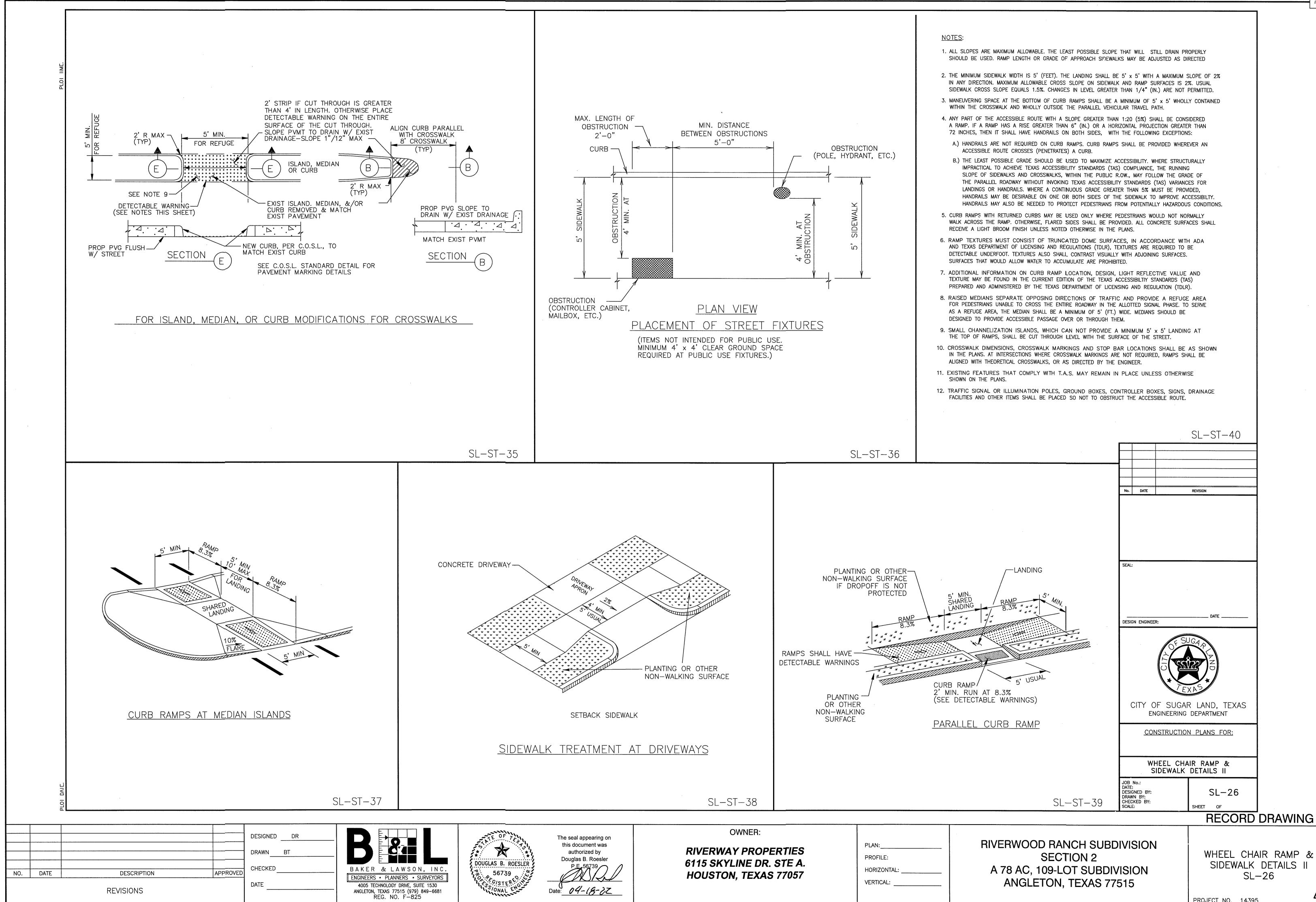
Item 5.





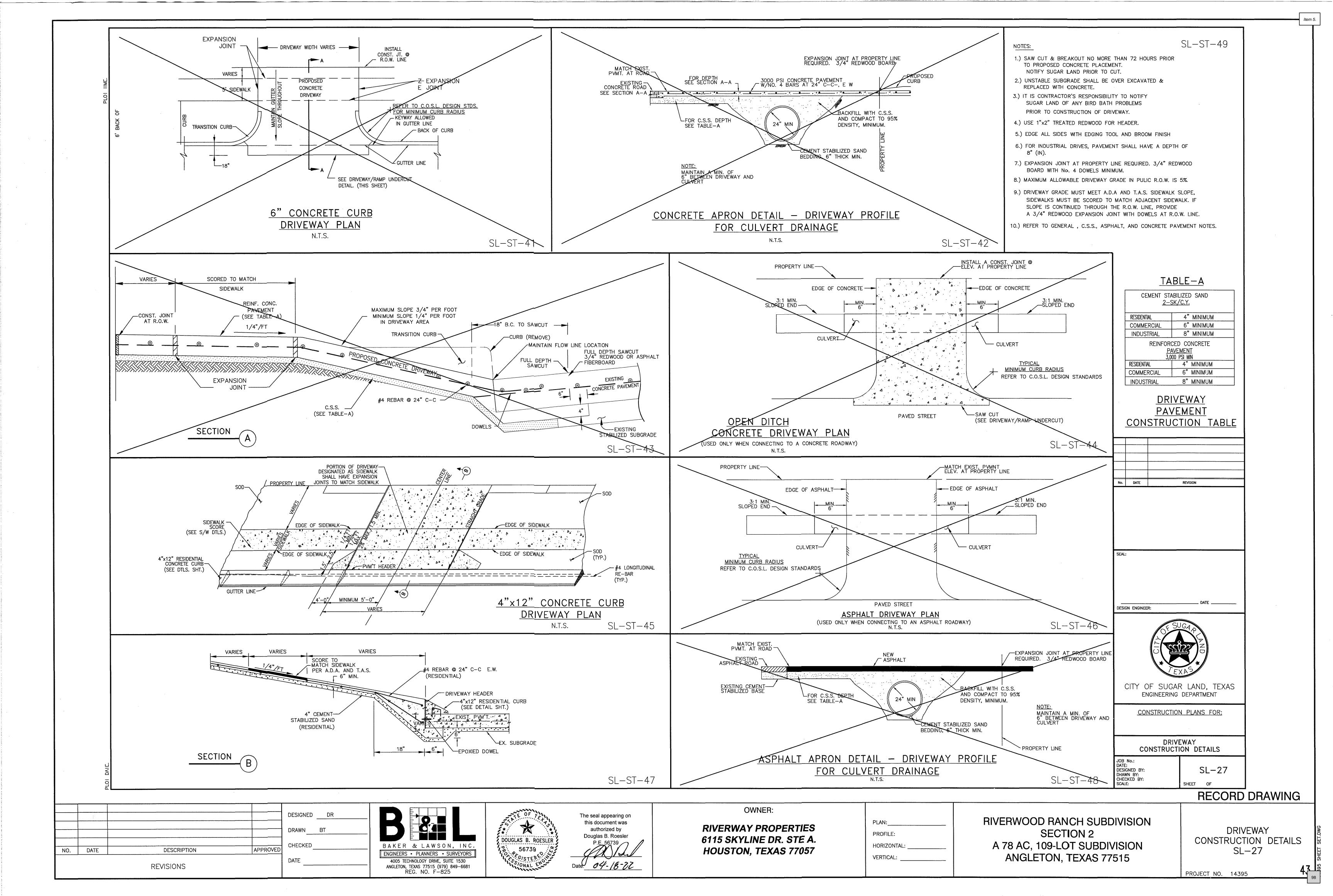






PROJECT NO. 14395

Item 5.



HYPER-CHLORINATED WATER NOTES

- 1. HYPER-CHLORINATED WATER SHALL NOT BE DISCHARGED TO THE STORM SEWER OR DRAINAGE SYSTEM UNLESS THE CHLORINE CONCENTRATION IS REDUCED TO 4 PPM OR LESS BY CHEMICALLY TREATING THE DECHLORINATE OR BY ONSITE RETENTION UNTIL NATURAL ATTENUATION OCCURS.
- 2. DISCHARGE OF HIGH FLOW RATE AND VELOCITIES SHALL BE DIRECTED TO VELOCITY DISSIPATION DEVICES.
- 3. CHLORINE CAN BURN VEGETATION, SO IT SHOULD NOT BE USED TO WATER VEGETATION THAT IS BEING USED FOR STABILIZATION, VEGETATED FILTERS OR BUFFERS, OR OTHER VEGETATION TO BE PRESERVED.
- 4. HYPER-CHLORINATED WATER MAY BE DISCHARGED TO AN ONSITE RETENTION AREA UNTIL NATURAL ATTENUATION OCCURS. THE AREA MAY BE A DRY STORMWATER RETENTION BASIN, OR A PORTION OF THE SITE MAY BE GRADED TO FORM A TEMPORARY PIT OR BERMED AREA.
- 5. NATURAL ATTENUATION OF THE CHLORINE MAY BE AIDED BY AERATION. AIR CAN BE ADDED TO THE WATER BY DIRECTING THE DISCHARGE OVER A ROUGH SURFACE BEFORE IT ENTERS THE TEMPORARY RETENTION AREA OR AN AERATION DEVICE CAN BE PLACED IN THE RETENTION AREA.
- 6. ONSITE DISCHARGE MAY REQUIRE SEVERAL HOURS TO A FEW DAYS BEFORE THE WATER IS SAFE TO DISCHARGE. THE RATE AT WHICH CHLORINE WILL ATTENUATE IS AFFECTED BY SOIL CONDITIONS AND WEATHER CONDITIONS. ATTENUATION WILL OCCUR QUICKEST DURING WARM, SUNNY, AND DRY

SPILL AND LEAK RESPONSE NOTES

WITH THE FEDRAL AND STATE REGULATIONS.

AND SUBCONTRACTORS.

TRAINED PROFESSIONALS.

AND LEAK RESPONSE PROCEDURES.

1. RECORDS OF RELEASES THAT EXCEED THE REPORTABLE QUANTITY (RQ) FOR

OIL AND HAZARDOUS SUBSTANCES SHOULD BE MAINTAINED IN ACCORDANCE

BE POSTED IN A READILY AVAILABLE REA FOR ACCESS BY ALL EMPLOYEES

2. EMERGENCY CONTACT INFORMATION AND SPILL RESPONSE PROCEDURES SHALL

3. SPILL CONTAINMENT KITS SHOULD BE MAINTAINED FOR PETROLEUM PRODUCTS

4. SPILL KITS ARE INTENDED FOR RESPONSE TO SMALL SPILLS, TYPICALLY LESS

5. SIGNIFICANT SPILLS OR OTHER RELEASES WARRANT IMMEDIATE RESPONSE BY

6. SUSPECTED JOB-SITE CONTAMINATION SHOULD BE IMMEDIATELY REPORTED TO

SUPERINTENDENT, FOREMAN, SAFETY OFFICER, OR OTHER SENIOR PERSON

WHO IS ONSITE DAILY TO BE THE SPILL AND LEAK RESPONSE COORDINATOR

(SLRC) AND MUST HAVE KNOWLEDGE OF AND BE TRAINED IN CORRECT SPILL

REGULATORY AUTHORITIES AND PROTECTIVE ACTIONS TAKEN.

7. THE CONTRACTOR SHOULD BE REQUIRED TO DESIGNATE A SITE

AND OTHER CHEMICALS THAT ARE REGULARLY ONSITE. MATERIALS IN KITS

SHOULD BE BASED ON CONTAINMENT GUIDELINES IN THE MATERIALS SAFETY

THAN 5 GALLONS, OF SUBSTANCES THAT ARE NOT EXTREMELY HAZARDOUS.

AND DATA SHEETS (MSDSS) FOR THE SUBSTANCE MOST FREQUENTLY ONSITE.

SANITARY WASTE NOTES

- 1. THE CONTRACTOR SHALL PROVIDE AN APPROPRIATE NUMBER OF PORTABLE TOILETS BASED ON THE NUMBER OF EMPLOYEES USING THE TOILETS AND THE HOURS THEY WILL WORK.
- 2. SANITARY FACILITIES SHALL BE PLACED ON A MINIMUM OF 50 FEET AWAY FROM STORM DRAIN INLETS, CONVEYANCE, CHANNELS OR SURFACE WATERS. IF UNABLE TO MEET THE 50 FOOT REQUIREMENT DUF TO SITE CONFIGURATION, PORTABLE TOILETS SHALL BE A MINIMUM OF 20 FEET AWAY FROM STORM DRAIN INLETS, CONVEYANCE CHANNELS OR SURFACE WATER AND SECONDARY CONTAINMENT SHALL BE PROVIDE IN CASE OF SPILLS.
- 3. THE LOCATION OF THE PORTABLE TOILETS SHALL BE ACCESSIBLE TO MAINTENANCE TRUCKS WITHOUT DAMAGING EROSION AND SEDIMENT CONTROLS OR CAUSING EROSION OR TRACKING PROBLEMS.
- 4. SANITARY FACILITIES SHALL BE FULLY ENCLOSED AND DESIGNED IN A MANNER THAT MINIMIZES THE EXPOSURE OF SANITARY WASTE TO PRECIPITATION AND STORMWATER RUNOFF. 5. WHEN HIGH WINDS ARE EXPECTED, PORTABLE TOILETS SHALL BE ANCHORED
- OR OTHERWISE SECURED TO PREVENT THEM FROM BEING BLOWN OVER. 6. THE COMPANY THAT SUPPLIES AND MAINTAINS THE PORTABLE TOILETS SHALL BE NOTIFIED IMMEDIATELY IF A TOILET IS TIPPED OVER OR DAMAGED IN A WAY THAT THE RESULTS IN A DISCHARGE. DISCHARGED SOLID MATTER SHALL

BE VACUUMED INTO A SEPTIC TRUCK BY THE COMPANY THAT MAINTAINS THE

- 7. THE OPERATOR OF THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) SHALL BE NOTIFIED IF A DISCHARGE FROM THE PORTABLE TOILETS ENTERS THE MS4 OR A NATURAL CHANNEL.
- 8. SANITARY FACILITIES SHALL NOT BE PERMITTED ON PUBLIC SIDEWALKS. STREETS OR INLETS.

SUBGRADE STABILIZATION NOTES

1. MINIMIZE THE DISCHARGE OF THE CHEMICAL STABILIZERS BY THE

COMPLETION OF MIXING THE CHEMICAL

OPENING SIZE OF THE FABRIC.

ENTERING THE MS4 SYSTEM.

CONTRACTOR LIMITING THE AMOUNT OF STABILIZING AGENT ONSITE TO THAT

3. STABILIZATION SHALL NOT OCCUR IMMEDIATELY BEFORE AND DURING RAINFALL

4. NO TRAFFIC OTHER THAN WATER TRUCKS AND MIXING EQUIPMENT SHALL BE

2. STABILIZERS SHALL BE APPLIED AT RATES THAT RESULT IN NO RUN OFF.

ALLOWED TO PASS OVER THE AREA BEING STABILIZED UNTIL AFTER

ROUGHENED TO INTERCEPT CHEMICAL RUNOFF AND REDUCE RUNOFF

6. GEOTEXTILE FABRICS SUCH AS THOSE USED FOR SILT FENCE SHOULD NOT

BE USED TO TREAT CHEMICAL RUNOFF, BECAUSE THE CHEMICALS ARE

SUSPENDED SOLIDS ARE SIGNIFICANTLY SMALLER THAN THE APPARENT

7. IF SOIL STABILIZERS ARE STORED ONSITE, THEY SHALL BE CONSIDERED

8. THE CONTRACRTOR SHALL INSTALL BMP'S TO ALL INLETS AND OPENINGS

CONNECTED TO THE STORM SEWER SYSTEMS TO PREVENT LIME FROM

DISSOLVED IN THE WATER AND WON'T BE AFFECTED BY A BARRIER AND THE

HAZARDOUS MATERIAL AND SHALL BE MANAGED ACCORDING TO THE CRITERIA

OF CHEMICAL MANAGEMENT TO CAPTURE ANY ACCIDENTAL LIME OR CHEMICAL

5. AREA ADJACENT AND DOWNSTREAM OF STABILIZED AREAS SHALL BE

WHICH CAN BE THOROUGHLY MIXED AND COMPACTED BY THE END OF EACH

DEBRIS AND TRASH NOTES

- 1. ALL WASTE SOURCES AND STORAGE AREAS SHALL BE LOCATED A MINIMUM OF 50 FEET AWAY FROM INLETS, SWALES, DRAINAGE WAYS, CHANNELS AND OTHER WATERS. IF THE SITE CONFIGURATION PROVIDES SUFFICIENT SPACE TO DO SO. IN NO CASE SHALL MATERIAL AND WASTE SOURCES BE CLOSER THAN 20 FROM INLETS, SWALES, DRAINAGE WAYS, CHANNELS, AND OTHER WATERS.
- 2. CONSTRUCTION WASTE AND TRASH SHALL BE STORED IN A MANNER THAT MINIMIZES ITS EXPOSURE TO PRECIPITATION AND STORMWATER RUNOFF.
- 3. WHENEVER POSSIBLE, MINIMIZE PRODUCTION OF DEBRIS AND TRASH. 4. INSTRUCT CONSTRUCTION WORKERS IN PROPER DEBRIS AND TRASH STORAGE AND HANDLING PROCEDURES.
- 5. SEGREGATE POTENTIAL HAZARDOUS WASTE FROM NON-HAZARDOUS CONSTRUCTION SITE DEBRIS.
- PROHIBIT LITTERING BY WORKERS AND VISITORS.
- POLICE SITE DAILY FOR LITTER AND DEBRIS. 8. ENFORCE SOLID WASTE HANDLING AND STORAGE PROCEDURES.
- 9. IF FEASIBLE, RECYCLE CONSTRUCTION AND DEMOLITION DEBRIS SUCH AS WOOD, METAL, AND CONCRETE.
- 10. TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AT REGULAR INTERVALS THAT ARE SCHEDULED TO EMPTY CONTAINERS WHEN THEY ARE 90 PERCENT FULL OR MORE FREQUENTLY.
- 11. GENERAL CONSTRUCTION DEBRIS MAY BE HAULED TO A LICENSED CONSTRUCTION DEBRIS LANDFILL.
- 12. USE WASTE AND RECYCLING HAULERS/FACILITIES APPROVED BY THE LOCAL MUNICIPALITY.
- 13. CHIPPING OF TREES AND BRUSH FOR USE SUCH AS MULCH IS PREFERRED ALTERNATIVE TO OFFSITE DISPOSAL.
- 14. NO WASTE, TRASH, OR DEBRIS SHALL BE BURIED, BURNED OR OTHER WISE DISPOSED OF ONSITE.
- 15. CLEARLY MARK ON ALL DEBRIS AND TRASH CONTAINERS WHICH MATERIALS ARE ACCEPTABLE. FOREMAN AND/OR CONSTRUCTION SUPERVISOR SHALL MONITOR ONSITE SOLID WASTE STORAGE AND DISPOSAL PROCEDURES DAILY.

- SANDBLASTING TO ALSO BE RESPONSIBLE FOR SANDBLASTING WASTE
- 2. PROHIBIT THE DISCHARGE OF SANDBLASTING WASTE.
- USE ONLY INERT, NON-DEGRADABLE SANDBLAST MEDIA.
- CEASE BLASTING ACTIVITIES IN HIGH WINDS OR IF WIND DIRECTION COULD
- TRANSPORT GRIT TO DRAINAGE FACILITIES.
- 8. COLLECT AND DISPOSE OF ALL SPENT SANDBLAST GRIT, USE DUST
- 11. USE SAND FENCING WHERE APPRORIATE IN AREAS WHERE BLAST MEDIA
- CONDITIONS ON A DAILY BASIS. 15. TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT SANDBLASTING GRIT IS
- FROM DRAINAGE STRUCTURES.
- 17. ENSURE THAT STORED MEDIA OR GRIT IS NOT SUBJECTED TO TRANSPORT BY

- SANDBLASTING MATERIALS OR WASTE.

CONCRETE SAWCUTTING WASTE NOTES

- 1. DURING SAWCUTTING OPERATIONS, THE SLURRY AND CUTTINGS SHALL BE CONTINUOUSLY VACUUMED OR OTHERWISE RECOVERED AND NOT BE ALLOWED TO DISCHARGE FROM THE SITE.
- 2. IF THE PAVEMENT TO BE CUT IS NEAR A STORM DRAIN INLET. THE INLET SHALL BE BLOCKED BY SANDBAGS OR EQUIVALENT TEMPORARY MEASURES TO PREVENT THE SLURRY FROM ENTERING THE INLET. REMOVE THE SANDBAGS IMMEDIATELY AFTER COMPLETING SAWCUTTING OPERATIONS, SO THEY DO NOT
- CAUSE DRAINAGE PROBLEMS DURING STORM EVENTS. 3. SLURRY AND CUTTINGS SHALL NOT BE ALLOWED TO REMAIN ON THE PAVEMENT TO DRY OUT

THE SLURRY AND CUTTINGS SHALL BE DISCHARGED INTO ONSITE

- 4. DEVELOP PRE-DETERMINED, SAFE SLURRY DISPOSAL AREAS. 5. COLLECTED SLURRY AND CUTTINGS SHOULD BE IMMEDIATELY HAULED FROM THE SITE FOR DISPOSAL AT A WASTE FACILITY. IF THIS IS NOT POSSIBLE,
- CONTAINMENT. 6. THE ONSITE CONTAINMENT MAY BE EXCAVATED OR BERMED PIT LINED WITH PLASTIC MINIMUM OF 10 MILIMETERS THICK. IF THE PROJECT INCLUDES PLACEMENT OF NEW CONCRETE, SLURRY FROM SAWCUTTING MAY BE DISPOSED OF IN FACILITIES DESIGNATED FOR THE WASHOUT OF CONCRETE TRUCKS INSTEAD CONSTRUCTING A SEPARATE CONTAINMENT.
- 7. THE CONTAINMENT SHALL BE LOCATED A MINIMUM OF 50 FEET AWAY FROM INLETS. SWALES, DRAINAGE WAYS, CHANNELS, AND OTHER WATERS, IF THE SITE CONFIGURATION PROVIDES SUFFICIENT SPACE TO DO SO. IN NO CASE SHALL THE COLLECTION AREA BE CLOSER THAN 20 FEET FROM INLETS,
- SWALES, DRAINAGE WAYS, CHANNELS AND OTHER WATERS. 8. SEVERAL, PORTABLE, PRE-FABRICATED, CONCRETE WASHOUT. COLLECTION BASINS ARE COMMERCIALLY AVAILABLE AND ARE AN ACCEPTABLE ALTERNATIVE
- TO AN ONSITE CONTAINMENT PIT. 9. REMOVE WASTER CONCRETE WHEN THE CONTAINMENT IS HALF FULL. ALWAYS MAINTAIN A MINIMUM OF ONE FOOT FREEBOARD.
- 10. ONSITE EVAPORATION OF SLURRY WATER AND RECYCLING OF THE CONCRETE WASTE IS THE PREFERRED DISPOSAL METHOD. WHEN THIS IS NOT FEASIBLE, DISCHARGE FROM THE COLLECTION AREA SHALL ONLY BE ALLOWED IF A PASSIVE TREATMENT SYSTEM IS USED TO REMOVE THE FINES. MECHANICAL MIXING IS REQUIRED IN THE COLLECTION AREA. THE pH MUST BE TESTED. AND DISCHARGED IS ALLOWED IN IF THE pH DOES NOT EXCEED 8.0. THE pH MAY BE LOWERED BY ADDING SULFURIC ACID TO THE SLURRY WATER.
- 11. CARE SHALL BE EXERCISED WHEN TREATING THE SLURRY WATER FOR DISCHARGE, MONITORING MUST BE IMPLEMENTED TO VERIFY THAT DISCHARGES FROM THE COLLECTION AREA DO NOT VIOLATE GROUNDWATER OR SURFACE WATER QUALITY STANDARDS.
- 12. GEOTEXTILE FABRICS SUCH AS THOSE USED FOR SILT FENCE SHOULD NOT BE USED TO CONTROL SAWCUTTING WASTE, SINCE THE GRAIN SIZE IS SIGNIFICANTLY SMALLER THAN THE APPARENT OPENING SIZE OF THE FABRIC.

SANDBLASTING WASTE NOTES

- 1. THE CONTRACTOR SHOULD BE REQUIRED TO DESIGNATE THE SITE SUPERINTENDENT, FOREMAN, OR OTHER PERSON WHO IS RESPONSIBLE FOR MANAGEMENT.
- . USE APPROPRIATE EQUIPMENT FOR THE JOB; DO NOT OVER-BLAST. WHENEVER POSSIBLE, BLAST IN A DOWNWARD DIRECTION.
- INSTALL DUST SHIELDING AROUND SANDBLASTING AREAS.
- CONTAINMENT FABRICS AND DUST COLLECTION HOPPERS AND BARRELS.
- 9. NON-HAZARDOUS SANDBLAST GRIT MAY BE DISPOSED IN PERMITTED CONSTRUCTION DEBRIS LANDFILLS OR PERMITTED SANITARY LANDFILLS.
- 10. IF SANDBLAST MEDIA CANNOT BE FULLY CONTAINED, CONSTRUCT SEDIMENT TRAPS DOWNSTREAM FROM BLASTING AREA WHERE APPROPRIATE.
- CANNOT BE FULLY CONTAINED. 12. IF NECESSARY, INSTALL MISTING EQUIPMENT TO REMOVE SANDBLAST GRIT FROM THE AIR PREVENT RUNOFF FROM MISTING OPERATIONS FROM ENTERING
- DRAINAGE SYSTEMS. 13. USE VACUUM GRIT COLLECTION SYSTEMS WHERE POSSIBLE. 14. KEEP RECORDS OF SANDBLASTING MATERIALS, PROCEDURES, AND WEATHER
- CONTAINED AND KEPT AWAY FROM DRAINAGE STRUCTURES. 16. SAND BLASTING MEDIA SHOULD ALWAYS BE STORED UNDER COVER AWAY
- 18. ENSURE THAT ALL SANDBLASTING EQUIPMENT AND STORAGE CONTAINERS
- COMPLY WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS. 19. CAPTURE AND TREAT RUNOFF, WHICH COMES INTO CONTACT WITH

No. DATE DESIGN ENGINEER: CITY OF SUGAR LAND, TEXAS ENGINEERING DEPARTMENT **CONSTRUCTION PLANS FOR:** GENERAL EROSION CONTROL NOTES DATE: DESIGNED BY: SL-33DRAWN BY: CHECKED BY: SCALE:

RECORD DRAWING

Item 5.

GENERAL EROSION CONTROL NOTES

SL-33

PROJECT NO. 14395

APPROVED NO. DATE DESCRIPTION **REVISIONS**

DR BAKER & LAWSON, INC ENGINEERS • PLANNERS • SURVEYORS 4005 TECHNOLOGY DRIVE, SUITE 1530 ANGLETON, TEXAS 77515 (979) 849-6681

REG. NO. F-825

DESIGNED

DRAWN

DATE

CHECKED

水 DOUGLAS B. ROESLER 56739

The seal appearing on this document was authorized by Douglas B. Roesler 04-18-22

RIVERWAY PROPERTIES 6115 SKYLINE DR. STE A. HOUSTON, TEXAS 77057

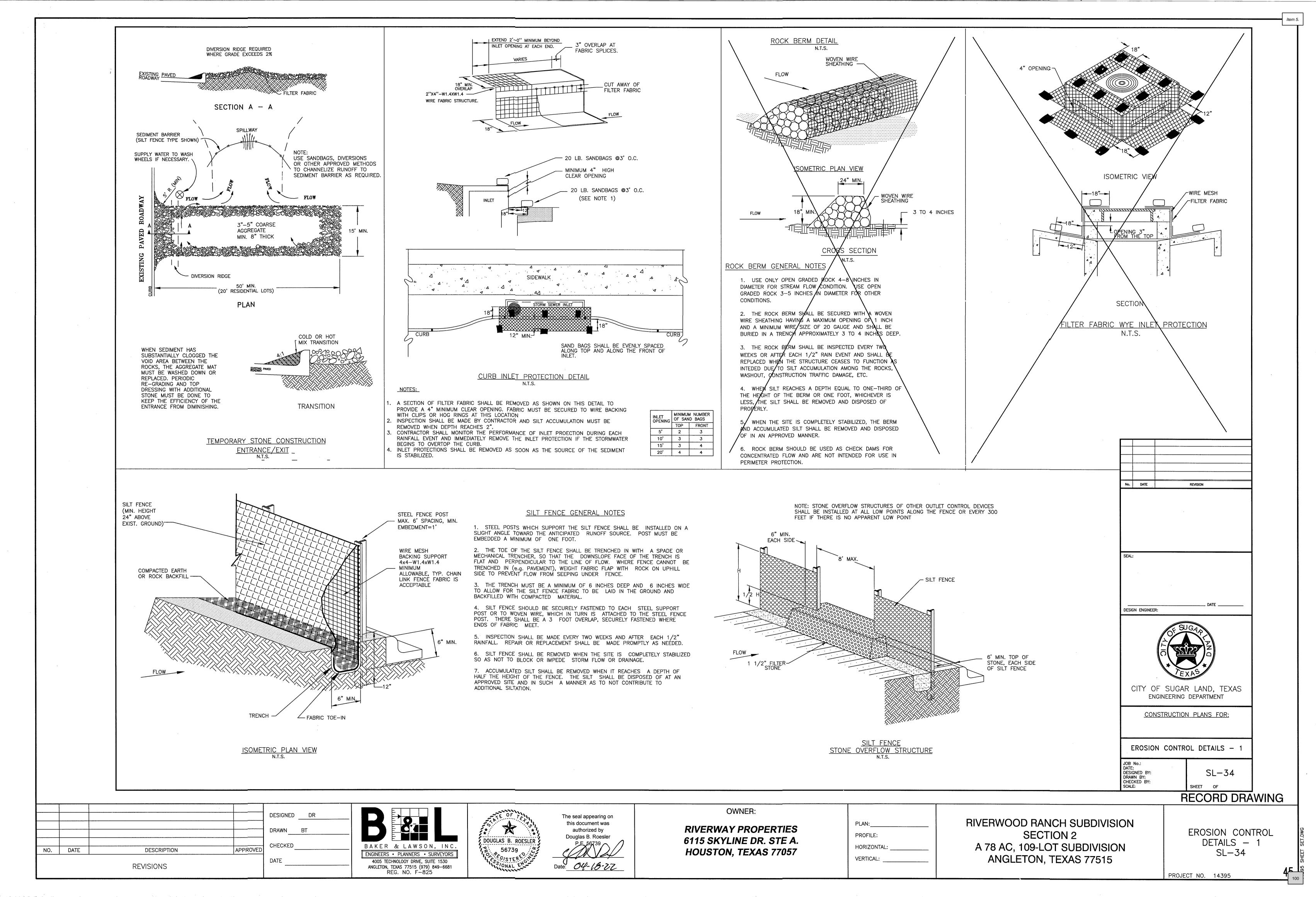
OWNER:

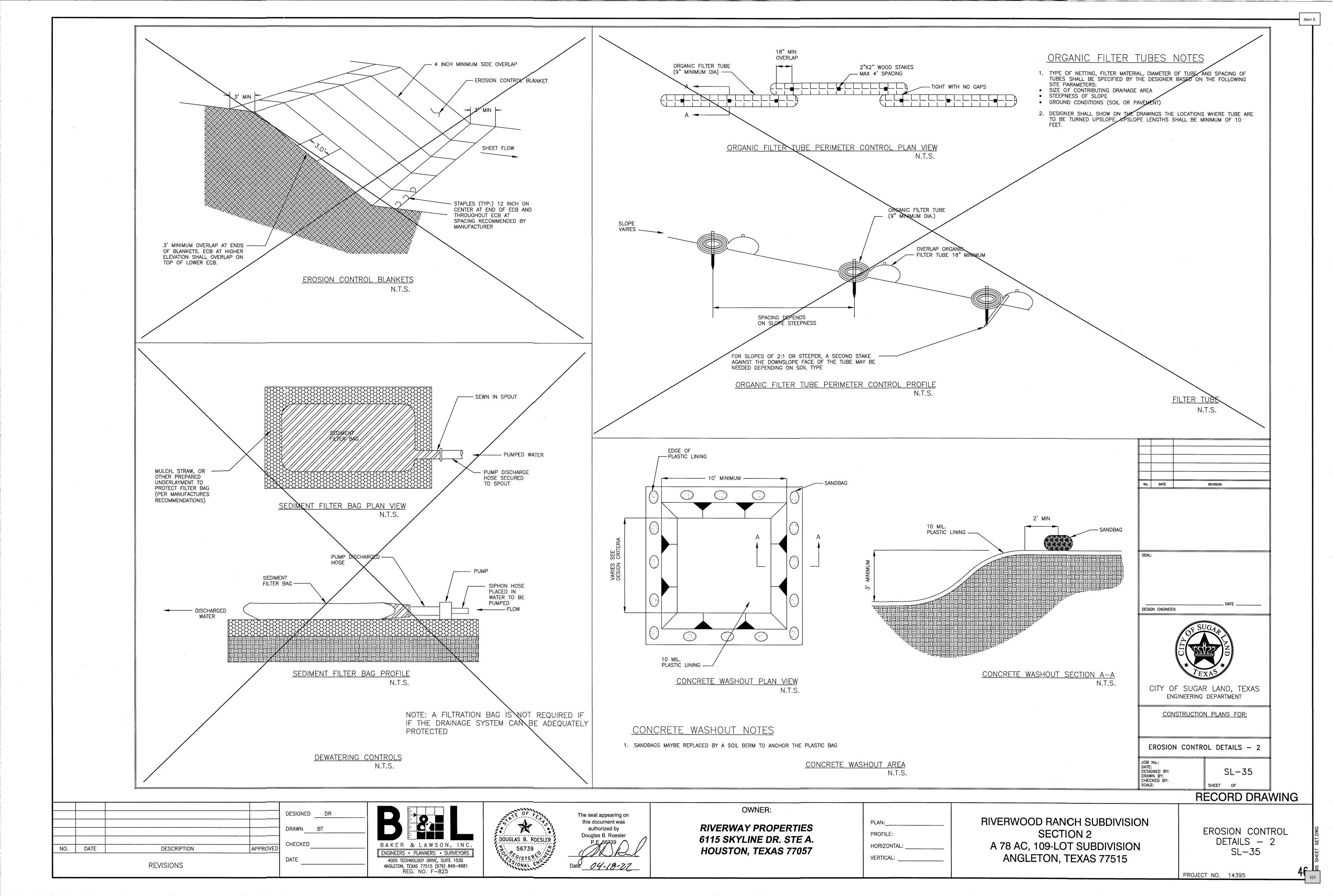
PROFILE: **HORIZONTAL:** VERTICAL:

PLAN:

SECTION 2 A 78 AC, 109-LOT SUBDIVISION ANGLETON, TEXAS 77515

RIVERWOOD RANCH SUBDIVISION





ENGINEER'S CERTIFICATE OF COMPLETION

Project:	RIVERWOOD RANCH SUBDIVISION, SECTION 2

DOWNING STREET ANGLETON TEXAS

Owner: JOHN SANTASIERO

RIVERWAY PROPERTIES

1027 YALE STREET

HOUSTON, TEXAS 77008

Type of Facilities Constructed:

PAVING, GRADING, UTILITIES AND DRAINAGE

FOR RIVERWOOD RANCH, SECTION 2

Contractor: <u>JAMES MICHAEL MURPHY</u>

MATULA & MATULA CONSTRUCTION, INC.

122 WEST WAY SUITE 325 LAKE JACKSON TEXAS 77566 JMMURPHY@MATULAINC.COM

979-480-0030

Consulting Engineer: DOUGLAS B. ROESLER, P.E.

BAKER& LAWSON ENGINEER

300 E. CEDAR STREET ANGLETON TX 77515 droesler@bakerlawson.com

979-849-6681

I, DOUGLAS B. ROESLER, P.E., hereby certify that I am a Register Professional Engineer in the State of Texas. I certify this project was completed on the 12th day of April 2022 at the listed address above. The project was completed in conformance to the plans and specifications and in my professional opinion, is in compliance with the City of Angleton's Approved Plans. The project is ready for Final Inspection by the City Engineer. The "As-Built" drawings will be furnished to the office of the City Engineer of the City of Angleton within 15 calendar days of the date this certification is signed.

Signature

Date: <u>04-18-27</u>

Matula & Matula Construction, Inc.

April 7, 2022

Riverway Capital Partners 1027 Yale Street Houston, TX 77008

In accordance with the plans and specifications of the Riverwood Ranch Subdivision Section 2 project located in Angleton, TX in Brazoria County, Matula & Matula Construction, Inc. hereby warrants this project for a period of twelve months (1 year) with the effective date beginning the 7th Day of April, 2022 and concluding on the 6th day of April, 2023.

Sincerely,

James Michael Murphy

James michael mysly

Matula & Matula Construction, Inc.

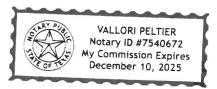
STATE OF TEXAS

COUNTY OF BRAZORIA

Subscribed and sworn to before me this 7th day of April, 2023. Notary Public in and for Brazoria County

My commission expires: 12-10-25

Signature:



Building on a Foundation of Trust Since 1994

Bond No. 3964563



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That	we, iviatula & iviatula Construction inc
	as Principal,
-	ANY, a corporation organized under the laws of the State of
Ohio and duly authorized to transact business in the State	of TX
as Surety, are held a	and firmly bound unto RPDC, Inc.
	as Obligee, in the sum of
	Hundred Five & 97/100 (\$1,775,805.97) DOLLARS,
	d Principal and the said Surety, bind themselves, their heirs,
executors, administrators, successors and assigns, jointly	and severally, firmly by these presents.
SIGNED, sealed and dated this7th	day of April
WHEREAS the Principal and the Obligee have	entered into a written agreement dated the
ay of,, for Riverw	rood Ranch Subdivision, Angleton, TX 77515
	g
ne terms of which agreement were completed and accept	ed the day of,
nd	,
WHEREAS the Principal has given a One (1)	year maintenance guarantee under said agreement
r otherwise against defective materials and workmanship	0,
******* PROFESSOR WINDOWS AND A 1.4 A 1.4 A 1.4 A 1.4	
NOW, THEREFORE, the condition of this obligation to be void; other such guarantee, then this obligation to be void; other	ation is such that if the Principal shall well and truly comply rwise it shall remain in full force.
vith such guarantee, then this obligation to be void; other	
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and	on this bond to or for the use of any person or corporation
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and PROVIDED FURTHER that the Surety shall have	on this bond to or for the use of any person or corporation we no liability under this bond unless the Obligee shall give
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and PROVIDED FURTHER that the Surety shall have ritten notice of claim of the Principal's failure to comp	on this bond to or for the use of any person or corporation
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and PROVIDED FURTHER that the Surety shall have ritten notice of claim of the Principal's failure to comp	on this bond to or for the use of any person or corporation we no liability under this bond unless the Obligee shall give oly with such guaranteed to the Surety at its Administrative such notice to be given within theOne (1) year
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and PROVIDED FURTHER that the Surety shall have ritten notice of claim of the Principal's failure to composition at 301 E. Fourth Street, Cincinnati, Ohio 45202	on this bond to or for the use of any person or corporation we no liability under this bond unless the Obligee shall give bly with such guaranteed to the Surety at its Administrative
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and PROVIDED FURTHER that the Surety shall have ritten notice of claim of the Principal's failure to composition at 301 E. Fourth Street, Cincinnati, Ohio 45202	on this bond to or for the use of any person or corporation we no liability under this bond unless the Obligee shall give oly with such guaranteed to the Surety at its Administrative such notice to be given within theOne (1) year
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and PROVIDED FURTHER that the Surety shall have ritten notice of claim of the Principal's failure to composition at 301 E. Fourth Street, Cincinnati, Ohio 45202	on this bond to or for the use of any person or corporation we no liability under this bond unless the Obligee shall give oly with such guaranteed to the Surety at its Administrative such notice to be given within theOne (1) year Matula & Matula Construction Inc By: Ama Markel Markel Markel Principal
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and PROVIDED FURTHER that the Surety shall have ritten notice of claim of the Principal's failure to composition at 301 E. Fourth Street, Cincinnati, Ohio 45202	on this bond to or for the use of any person or corporation we no liability under this bond unless the Obligee shall give ply with such guaranteed to the Surety at its Administrative such notice to be given within theOne (1) year Matula & Matula Construction Inc
PROVIDED that no right of action shall accrue ther than the Obligee named herein; and PROVIDED FURTHER that the Surety shall have ritten notice of claim of the Principal's failure to composition at 301 E. Fourth Street, Cincinnati, Ohio 45202	on this bond to or for the use of any person or corporation we no liability under this bond unless the Obligee shall give oly with such guaranteed to the Surety at its Administrative such notice to be given within theOne (1) year Matula & Matula Construction Inc By: Ama Markel Markel Markel Principal

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

Bond No. 3964563

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

Kevin McQuain

25025 N. I-45 Freeway, Suite 525

\$100,000,000.00

The Woodlands, TX 77380

Principal: Matula & Matula Construction Inc

Obligee: RPDC, Inc.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of April, 2022.

Attest

GREAT AMERICAN INSURANCE COMPANY



My C.B_

Assistant Secretary

Mark V Viccio

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 7th day of April , 2022 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susan a Lohowst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of April, 2022.



Assistant Secretary

the C.B.



Great American Insurance Company of New York Great American Alliance Insurance Company Great American Insurance Company

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104

Austin, TX 78714-9091 FAX: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address:

Great American Insurance Company

P.O. Box 2119

Cincinnati, Ohio 45202

Physical Address:

Great American Insurance Company

301 E. Fourth Street Cincinnati, Ohio 45202

You may also contact the Great American Insurance Company Claim office by:

Fax:

1-888-290-3706

Telephone:

1-513-369-5091

Email:

bondclaims@gaic.com

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

F.9667A (10/16)

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 3964563

OWNER ARCHITECT CONTRACTOR SURETY OTHER

L

Item 5.

TO OWNER.

(Name and address)

RPDC, Inc.

ARCHITECT'S PROJECT NO .:

CONTRACT FOR: General Construction

PROJECT:

(Name and address)

CONTRACT DATED:

Riverwood Ranch Subdivision, Angleton, TX 77515

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety)

Great American Insurance Company 301 East Fourth Street Cincinnati, OH 45202

, SURETY,

on bond of

(Insert name and address of Contractor)

Matula & Matula Construction Inc 122 West Way, Suite 325 Lake Jackson, TX 77566

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

RPDC, Inc.

, OWNER.

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 7, 2022 (Insert in writing the month followed by the moneric date and year.)

Great American Insurance Company

(Surety)

By:

(Signature of authorized representative)

Kevin McQuain

Attorney-in-Fact

(Printed name and title)

Attest: (Seal):

Belinda Rodriguez

107

Item 5.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET ● CINCINNATI, OHIO 45202 ● 513-369-5000 ● FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

Bond No. 3964563

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

Kevin McQuain

25025 N. I-45 Freeway, Suite 525 The Woodlands, TX 77380

\$100,000,000.00

Principal: Matula & Matula Construction Inc

Obligee: RPDC. Inc.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of April, 2022.

GREAT AMERICAN INSURANCE COMPANY



-C.5

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

day of

April

2022 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of April, 2022.



the C.B.

Assistant Secretary

APPLICATION FOR PAYMENT NO. 6 - FINAL

TO OWNER:

RIVERWAY CAPITAL PARTNERS RIVERWOOD Ranch LLC

FROM CONTRACTOR:

Matula & Matula Construction, Inc., 122 West Way Suite 325, Lake Jackson, TX 77566

PROJECT:

Riverwood Ranch Subdivision Section 2

PERIOD FROM

04/11/22

TO:

04/11/22

				CON	APLETED QUANTIT	Υ				
	ITEM NO. & DESCRIPTION	CONTI		FROM PREVIOUS APPLICATIONS	THIS PERIOD	TOTAL COMPLETED	l	JNIT PRICE	1	TOTAL VALUE COMPLETED WORK
en regional soft	Clearing and Grubbing (Includes									
	Removing 4 Trees and Barbed Wire									
1	Fence)	19.79	AC	19.79	-4	19.79	\$	1,580.10	-	31,270.1
2	Lot Grading (See Sheet 22)	11298	CY	11,298.00		11,298.00	\$	4.20	\$	47,451.6
10111111111111111111111111111111111111	Sawcut Full Depth and Remove Curb and									
3	Concrete (18" Wide)	36	LF	91.00	å.	91.00	\$	20.00	\$	1,820.00
4	6" Lime Stabilized Subgrade	12333	SY	13,822.00	٠	13,822.00	\$	2.30	\$	31,790.60
5	Lime (7% by Weight)	194.5	Ton	241.00	.m.	241.00	\$	202.80	\$	48,874.80
6	Concrete Pavement 6" Thick	11511	SY	12,639.00	-	12,639.00	\$	52.00	\$	657,228.00
March Marie	Concrete Curb (4" to 6")(Includes 35'	***************************************								
	Doweled on Curb at Drive Removed on									
7	Hospital)	7435	LF	7,435.00		7,435.00	\$	5.40	\$	40,149.00
	Concrete Sidewalk (Includes 25' of									
	Replacement at Drive Removed on									
8	Hospital)	1525	SF	1,525.00		1,525.00	\$	10.80	\$	16,470.00
9	Concrete Wheelchair Ramps	8	EA	8.00	A.	8.00	\$	3,080.80	\$	24,646.40
10	Inlets (Type C-L = 5')	13	EA	13.00	da .	13.00	\$	2,686.70	\$	34,927.10
11	Inlets (Type C-L = 10')	3	EA	3.00	Service of the servic	3.00	\$	4,909.50	\$	14,728.50
12	Storm Sewer Manholes (2 pipes)	3	EA	3.00	da da	3.00	\$	3,336.00	\$	10,008.00
13	Storm Sewer Manholes (3+ pipes)	1	EA	1.00	Di .	1.00	\$	3,889.50	\$	3,889.50
	Storm Sewer Manholes (2 pipes)(1 Joint				NAMES OF THE PROPERTY OF THE PARTY OF THE PA		ALCO MANAGEMENT OF THE PARTY OF			
14	D.I. San. Sew.)	1	EA	1.00	-	1.00	\$	4,508.50	\$	4,508.50
-	Sanitary Sewer Manhole	13	EA	13.00		13.00	\$	3,021.30	\$	39,276.90
10	Sanitary Sewer Manhole (Extra Depth	Name of the Owner		reviews who consider one or entered control of the	CALLACTY JACOTO, EL ROME ESTADOS PARA CARROL COLLABORANTA PARA CARROL COLLABORANTA PARA CARROL COLLABORANTA PA		NO CONTRACTOR OF THE PARTY OF T	MARKET CONTRACTOR OF THE PARTY		
16	>8')	6.71	LF	6.71		6.71	\$	206.10	\$	1,382.93
	18" Storm Sewer (Under Pavement)	132	LF	132.00	S .	132.00	\$	66.40	\$	8,764.80
	24" Storm Sewer (Under Pavement)	155	LF	155.00	Control Contro	155.00	\$	81.50	\$	12,632.50
TO THE PARTY OF TH	30" Storm Sewer (Under Pavement)	238	LF	238.00	Market State Control of the Control	238.00	\$	103.60	\$	24,656.80
	36" Storm Sewer (Under Pavement)	160	LF	160.00		160.00	\$	146.20	\$	23,392.00
-	30" Storm Sewer (Grass)	687	LF	687.00	entered to the state of the sta	687.00	\$	100.40	\$	68,974.80
	6" Sanitary Sewer (5' to 7' Depth)	593	LF	593.00	nice and the second and an experience of the second parties of the	593.00	\$	39.30	\$	23,304.90
	8" Sanitary Sewer (5' to 7' Depth)	1614	LF	1,614.00		1,614.00	\$	44.50	\$	71,823.00
	8" Sanitary Sewer (7' to 9' Depth)	310	LF	310.00	and a sub-control of the sub-con	310.00	\$	48.90	\$	15,159.00
-Lowerosperior-	8" Sanitary Sewer (9' to 11' Depth)	571	LF	571.00	aneroneentoteogogocococeanneen nonth tilanas, y entrende anero	571.00	\$	66.60		38,028.60
	Sanitary Sewer (9 to 11 Depth) Sanitary Sewer Plugs (All Diameters)	2	EA	2.00	*	2.00		185.20		370.40
	Sanitary Sewer Prugs (All Diameters) Sanitary Sewer Service (Short-Single)	11	EA	11.00		11.00		1,259.40		13,853.40
27	Saural A Sewel Selvice (Supre-Suite)			Martin con the control of the contro			-		-	
20	Sanitary Sewer Service (Short-Double)	27	EA	29.00	40	29.00	\$	1,266.90	\$	36,740.10
	Sanitary Sewer Service (Snort-Double) Sanitary Sewer Service (Long-Double)	21	EA	21.00		21.00	-	1,918.10		40,280.10
UCCOCCOCCIONITY 21		10	EA	11.00		11.00	MENDOWNOOD	1,871.60	PRODUCTIONS	20,587.60
	Sanitary Sewer Service (Long-Single) 6" Fire Hydrant Lead (6' Long)	6	EA	6.00		6.00	outenante over	242.40	PRINCIPAL PROPERTY.	1,454.40

						2 200 00	TA	36 36	1	422 604 0
35	8" Waterline	3380	LF	3,380.00	<i>y</i>	3,380.00	-	36.30	-	AND DESCRIPTION OF THE PERSON
36	8" West Connection	2	EA	2.00		2.00	1	1,110.90	-	THE RESIDENCE OF THE PARTY OF T
37	The state of the s	2.4	Ton	0.94	*	0.94	-	10,330.70		
38	2" Blow Off Valve	1	EA	2.00	4	2.00	-	781.40	-	1,562.8
39	Water Line Service (Short-Single)	11	EA	11.00		11.00	-	783.90		8,622.9
40	Water Line Service (Short-Double)	19	EA	19.00		19.00	A	940.70		17,873.3
41	Water Line Service (Long-Single)	12	EA	13.00	*	13.00		1,008.90		13,115.
42	Water Line Service (Long-Double)	30	EA	29.00		29.00		1,130.00		32,770.0
43	6" Gate Valve w/ Box	6	EA	6.00	nd .	6.00		1,102.10	-	6,612.6
44	8" Gate Valve w/ Box	12	EA	12.00		12.00	-	1,577.20	ALCO DE STATE OF THE PARTY NAMED IN	18,926.4
45	Fire Hydrant	6	EA	6.00	-	6.00	\$	2,856.10	\$	17,136.6
46	Thermoplastic Pavement Marking (4" Yellow Solid)	250	LF	250.00	-4	250.00	\$	2.80	\$	700.0
47	Thermoplastic Pavement Markings (8" White Solid)	296	LF	296.00	**	296.00	\$	7.30	\$	2,160.8
48	Thermoplastic Pavement Markings (Arrow White) Solid	4	EA	4.00	Leg	4.00	\$	157.30	\$	629.2
49	Deep Trench Construction (Sanitary Sewer 5' to 7')	2207	LF	2,207.00		2,207.00	\$	0.90	\$	1,986.3
50	Deep Trench Construction (Sanitary Sewer Over 7')	881	LF	881.00		881.00	\$	0.90	\$	792.9
	Deep Trench Construction (Storm Sewer									
51	5' to 7')	1085	LF	1,085.00	*	1,085.00	\$	0.90	\$	976.5
	Deep Trench Construction (Storm Sewer									22.4
52	Over 7')	36	LF	36.00	-	36.00	NAME OF TAXABLE PARTY.	0.90	\$	32.4
53	General Conditions	1	LS	1.00	-	1.00	and the latest device the late	65,000.00		65,000.0
54	Construction Staking	1	LS	1.00	-	1.00	w000000000	25,000.00	ACHMARIAN	25,000.0
55	Type III Barricades	2	EA	2.00	- 04	2.00		932.40	and delegan	1,864.8
56	Street Signs	6	EA	6.00	*	6.00	\$	509.50	\$	3,057.0
57	Storm Water Pollution Prevention Plan	1	LS	1.00	**	1.00	\$	12,258.70	weeken and the second	12,258.7
58	4" Schedule 40 PVC Conduits	120	LF	120.00	*	120.00	\$	13.80	ASSESSED	1,656.0
	SUBTOTAL							**************************************	\$	1,775,805.97
LTEF	RNATIVE ITEMS					nggadd 6-ot 505h Arthroft dopponyn hwystlosor Arbynn a blassau			Approximation to	
	Wellpointing (Sanitary Sewer)	553	LF		41	914	\$	37.30	\$	
	Class A Bedding Material (8" = 4.11 c.f./ft., 10" = 4.63 c.f./ft.)	84.2	СУ		•	•	\$	55.10	\$	
	Installation of Geotechnical fabric for Wet Sand	553					\$	5.00	\$	
33	SUBTOTAL	***************************************	-		V20085A-C-047-047-047-047-047-047-047-047-047-047	agaan an		·	Ś	-

Riverwood Ranch Subdivision Section 2

Orignial Contract	\$	1,713,212.19	Value of Work Performed to	Date	\$	1,775,805.97
Plus Addition			Plus Materials Stored Close	of Period	\$	
Less Deduction	\$		Net Amount Earned to Date		\$	1,775,805.97
Adjusted Contract	\$	1,713,212.19	Less 10% Retainage		\$	
			Subtotal		\$	1,775,805.97
Rain Days/Too Wet to Work			Less Previous Estimates		\$	1,598,225.37
			Amount Due on Contract thi	s Est.	\$	177,580.60
The Contractor's signature here certificompleted and billed this Application	es that, to the best of th	neir knowledge, this	document accurately reflects th	ne work		
AUTHORIZING SIGNATURE:	MATULA & N	had Muys		04/:	11/2	2
RECOMMENDED BY:	BAK	ER & LAWSON, INC.	DATE:	04/19,	12	2
APPROVED BY:		Mercapital Parting		4/19/2:	2	nda 4460-7000-7460-7400 om

Steve Matula

From: Nathan Francis <Nathan.Francis@brightview.com>

Sent: Friday, April 15, 2022 7:30 AM

To: Brian Jarrard
Cc: Chris Mink

Subject: Riverwood Ranch

Hello Brian,

Thank you for allowing Brightview Tree Care to earn an opportunity to care for your trees. We have assessed the six Live Oaks along N Downing St and below are our recommendations.

Observations:

- No visual die back caused from fill dirt at time of inspection
- Mechanical damage to trees from equipment
- 6 12" of fill dirt covers nearly 50% of root zone
- Due to location of the road, the root systems are most active on East side of the tree
- Recommendations:
 - Raise canopies to allow equipment to remove fill dirt
 - Remove fill dirt outside the dripline of six trees
 - Recommended that a ISA Certified Arborist be onsite during the removal of fill dirt
 - Utilize Air Spade to Air Till compacted soil around root system
 - Recommended to improve drainage to prevent standing water around trees
 - Reassess trees in 6 months

If you find our proposal acceptable, you can expedite the scheduling of your tree care by clicking on the 'Approve' button in the upper right hand corner of the proposal.

- Crown Raise \$2,764.67 https://app.arbor-note.com/index.cfm/proposal/58D61739-0E61-4C81-B0AEDA6C42E1C21F/view
 - o Raise canopies to 14 16 feet
- Air Till Soil \$4,536.76 https://app.arbor-note.com/index.cfm/proposal/71DE4257-373F-4159-8E50E241413D3F71/view
 - o Decompaction of soil caused from heavy equipment
 - Loosen and aerate soil to allow air/gas exchange
- Deep Root Fertilize (July) \$2,110.88 https://app.arbor-note.com/index.cfm/proposal/98017F72-C4B6-4ABD-91A93ED05B1FA16A/view



April 11, 2022

Mr. Walter Reeves
Director of Development and Planning
City of Angleton
121 S. Velasco
Angleton, Texas 77515

Re:

Public Acceptance Process - Riverwood Ranch Subdivision, Section 2

Dear Mr. Reeves,

Riverway Properties are requesting a waiver for the following Section of the City of Angleton Land Development Code (LDC):

Section 23-98. K. 1. Preliminary Acceptance to make this a final acceptance with a 1 year maintenance bond.

After completion of the construction of the public improvements in a subdivision a field inspection is conducted and a "punch list" of repairs or corrections of deficiencies is prepared for the construction contractor. In the past, after resolution of the "punch list" items, the City accepted the improvements with a one-year maintenance bond.

With the adoption of the Land Development Code in 2018 the public improvement acceptance process changed from a one-step process to a two-step process. The acceptance process described in the LDC is:

- 1. Preliminary acceptance with a minimum one-year maintenance bond as an administrative act by the City Manager after recommendation by the City Engineer; and
- 2. Final acceptance (with a one-year maintenance bond) by City Council after recommendation from the City Manager and City Engineer at least one year after preliminary acceptance.

The developer of Riverwood Ranch Subdivision, Section 2 is requesting a waiver of Section 23-98.K.1 Preliminary Acceptance and that City Council accept the public improvements with a one-year maintenance bond.

Prior to the adoption of the 2018 Land Development Code, the Contractor's one year maintenance bond was all that was required before final acceptance of the public improvements by the City.

If you have any questions or require further information please contact Baker & Lawson, Inc.

Sincerely,

Douglas B. Roesler, P.E.

President

(File: 14395/Maintenance Waiver)

RIVERWOOD PANCH, SECTION 2 HYDROSTATIC TEST FOR WATER LINE-FORCE MAIN P-PASS P-PASS F-FAIL

TT ST.	DATE	START TIME 2 7:40	STOP TIME	PRESS.	FINAL PRESS.	INITIAL METER READING 25536.0	FINAL METER READING 4 5536.04	LEAKAGE MEASURED	LEAKAGE ALLOWED	RESULTS
									At a death of the control of the con	

TABLE 1 - DUCTILE IRON Allowable Leakage per 1000 ft. of Pipeline - gph*

Average Test		Nom	inal Pipe D	iameter	
Pressure psi	4	6	8	10	12
200 175 150	0.43 0.40 0.37	0.64 0.59 0.55	0.85 0.80 0.84	1.06 0.99	1.28 1.19
125 100	0.34 0.30	0.50 0.45	0.64 0.67 0.60	0.92 0.84 0.75	1.10 1.01 0.90

TABLE 2 - P.V.C. Allowable Leakage per 1000 ft. of Pipeline - gph*

Average Test		Nom	inal Pipe Dia	ameter		
Pressure psi	4	6	8	10	12	BENNETT ST STA 18+75TO 26+41
100 150 200	0.27 0.33 0.38	0.41 0.50 0.57	0.54 0.66 0.76	0.68 0.83 0.96	0.81 0.99 1.15	Amy ST -0+20707+50
	Ba	ake & Laws	son Inc			1571 × 0.66 × 4=

Bake & Lawson, Inc.

JOB NO. 14395

RIVERLIOOD RANCH, SECTION 2

HYDROSTATIC TEST FOR WATER LINE-FORCE MAIN

P-PASS F-FAIL

ENA	LOCATION NETT LOGICALIST.	I/G/Z	START TIME	STOP TIME	INITIAL PRESS.	FINAL PRESS.	INITIAL METER READING 255324 02	FINAL METER READING .0 55324.0	LEAKAGE MEASURED	LEAKAGE ALLOWED	RESULTS
[
[
[

TABLE 1 - DUCTILE IRON
Allowable Leakage per 1000 ft. of Pipeline - gph*

Average Test		Nom	inal Pipe D	ameter	
Pressure psi	4	6	8	10	12
200 175 150 125 100	0.43 0.40 0.37 0.34 0.30	0.64 0.59 0.55 0.50 0.45	0.85 0.80 0.84 0.67 0.60	1.06 0.99 0.92 0.84 0.75	1.28 1.19 1.10 1.01 0.90

TABLE 2 - P.V.C.

Allowable Leakage per 1000 ft. of Pipeline - gph*

A., T				0.	1797	× 0.66 × 4HC=4.75
Average Test		Nom	inal Pipe Dia	ameter	1	GAILON GALLON
Pressure psi	4	6	8	10	12	BENNETT LOOP
100	0.27	0.41	0.54	0.68	0.81	STA 1+45 TO 18+75
200	0.33 0.38	0.50 0.57	0.66	0.83	0.99	CULLEN STREE
200	0.50	0.57	0.76	0.96	1.15	STA 0+23 To 1+9:

Bake & Lawson, Inc.

INSPECTOR <u>Sm</u> JOB NO. <u>143</u>95

	leet /	w.		T	T	-		6	1	80											\Box
TCEQ LAB ID: 48005	Test Results must meet all accreditation /	certification requirements unless stated otherwise.		7 2:32		2	2 2 2 Settion Date & Time	Part 10.00		22 308		Laboratory Sample ID	Number		2022-02219						
OTED		THE	.Y	3	Date/ Time:	Time)))	Begin	30%	Date / Time:		Lab									
AP ACCRED		BORAT	ONLY	4 dag	Date	Oale	2	2	1		eceived		E. coli	Present							
GR JAN		1180	SHADED AREA FOR LABORATORY USE ONLY				3		y CO LABOR	2	Lab Results	xx Lab	9	Absent	×				. 0		
***	***************************************	u _o	ORATO				7		2	3	Lab Results	SM 9223 Idexx Lab	Total Coliform	Present	0						
lept Wa	15 18-1628	78 ounty.c	OR LAB	. 3			X)(17	7	Lab R	SMS	Total C	Absent	×						ë
Health D Lab Drange St	gleton, IX //S 4-1628 979-38 281-756-1628	849-16 zoria-c	AREA F	war.			No.		Althorited By:	X	All test results 11	_	e V	Present							ant Reaso
ia County Health Dept V Lab 409 East Orange Street	Angleton, IX //515 979-864-1628 979-388-1628 281-756-1628	Fax: 979-849-1678 Lab@brazoria-cou	HADED,	policable		5	7		7	5	Aff test	Test	Chlorine V	Absent	BT.						- Восите
Brazoria County Health Dept Water Lab A09 East Orange Street	979-86	Fax: 979-849-1678 Email:WaterLab@brazoria-county.com	SHJ	Charles of Sphicable Species of Sphicable	Relinquished By (Courier):	Sed By (Lab)	Man		Treua	للمهر		Rejection Code	(if applicable) - Please Resubmit		a e	a.					Lab Rejected Code (LR) - Document Reason:
1	1		l	9	3	S C R	ii		J	pproved	0 =	Γ.	Free,		п (ш ⊢	ш -	ш ⊢	ш -	ч н	
			Campio Incol	Yes A	Target Control	Corrected To	Lar Comments:		Tended Byr	Laboratory Approved	Chlorine Residual	-	Circle "F" for Free, "T" for Total.	(mg/L)	7.2						FOR COMPLIAN
TCEQ Form 10525 Rev. 8 / 2017 print)		Les		NC.					Lusin	trater	ampler acknowledges that all	Sample ID & Date of									Special and Construction samples are NOT FOR COMPLIANCE
TCEQ Microbial Reporting Form		Rivers		JCTION INC			1	979-480-0060	Jarles	Other:	igning this form, the s	cted	T	AM or PM Response	am John John John John John John John John	ma mq	m# ##	me md	ma md	ma md	f and Constructic
ting				2				979~	Signature	rator	st 37.10) By	Collected	T	Year	54					-	*Specie
epor (Please)		ULA CONSTRI			9			□ Operator	7de 8, Chapt	1	-	Montin	11 4						
ial R		48		SN			77566			Ē	enal Code, 7 rte.	(aud	.uoj	Construct	D						
crob		3	,	00	325			#		□ Owner	w. (Texas P ion is accum); ed		Raw Well							orm-rule
Q Mi		a	ار د	Y A			Zip Code:	Fax#:			For federal fa and informa	Sample Type : (vione)	(up	(Distributi							fotal-colif
TCE	-	N N	3	*-	S			-	1.5		fer state and procedures.			Routine							Vrevised-
Account 320 TCEQ Microbial Reporting Form TCEQ Number: 320 Rev	Public Water System ID: TX	Public Water System A. Name:	County:	Name: MATULA & MA	Address: 122 WEST WAY, STE	City: LAKE JACKSON	State: TEXAS	Phone #: 979-480-0030	Sampler Name (Print): $(2 M_{\mathcal{L}} V / \mathcal{C}_{\mathcal{L}})$	Operator License#:	Felificable of this form or fampering with water samples is a crime punishable under slele and/or lederal lear. (Texas Penal Code, Title 6, Chapter 31.(d) By signing this form, the sampler acknowledges that all samples were collected as according to the systems setablished sample collection. and information is accurate.	Sample Identification/Location	Use Specific Address / Location identified in Sample Siting Plan	Raw Wells Use Source ID for Well Sampled (Example: G1234567A)	Str. 0+00 AMY str. Service Lot 16						Form instructions: www.teaq.texas.gov/drinkingwater/microbial/rev/sed-tolat-coliform-rule

								_		-					Item 5.
TCEQ LAB ID: 48005 Test Results must meet all accreditation / certification requirements unless stated otherwise.	me: -22 / . ¥5 ine:	me:	7 India (34 mg/22	5-22 242		Laboratory Sample ID Number		2022-02132	2022-02133					
N SE	LY Date / Time:	Date/Time:	2	7 2	100 A	lved		Present							
ALL NO ACCREDI	SHADED AREA FOR LABORATORY USE ONLY Dieri; Tablicable); Dierical of the population of the populatio			noh		LAD RESUITS All test results relate only to the sampols as received	E coll	Absent	×k	*					
	MTORY			18		SUITS the samp	SM 9223 Idexx Lab (Collect ®) Stal Coliform E	Present		(2)					
t Water et 1628 nty.com	LABOR			77	8	Lab Results	SM 9223 Ide (Coliler Total Coliform	Absent	×						ii.
olth Dep 16 Stree 77515 79-388-1628 1628 19-1678	SEA FOR	1		Med By:	New	results rela	- 3	Present							ent Reaso
zoria County Health Dept War Lab 409 East Orange Street Angleton, TX 77515 979-864-1628 979-388-1628 Eax: 979-849-1678 Fax: 979-849-1678	ADED AF		100	5		All test i	Test Method: Chlorine	Absent	×	DY.) - Docum
Brazoria County Health Dept Water Lab 409 East Orange Street Angleton, TX 77515 979-864-1628 781-756-1628 Fax: 979-849-1678 Email:WaterLab@brazoria-county.com	Sample Iced? Relinquished By (Sampler): Yes No	Temperature Reinquished By (Couner): Cogneted Temp Regulatory (Lab):	Lab Comments:	Topical By Markey	Laborplay Approved:	Chlorine Residual	Circle "F" for Free, (if applicable) - "T" for Total. Please Resubmit	(mg/L)	- 7:	T &	ш	ш	ш. }-	ш	FOR COMPLIANCE Lab Rejeated Code (LR) - Document Reason:
TCEQ Microbial Reporting Inter System Identification & Sample Collection Information (Please type on the System ID: TX TX TX TX TX TX TX TX	County: RATULA CONSTRUCTION INC.	Address: 122 WEST WAY, STE 325	State: TEXAS Zip Code: 77566	Phone #: 979-480-0030 Fax #: 979-480-0030 Signa (Print):	Operator Licenseff:	Festingship of this form artampating with water samples is a come punishable under state and/or festeral law. (Texas Penal Code. Title 8, Chapter 37.10) By signing this form, the sampler achieveledges that all resources are executing to the systems established sample calcelloss procedures, and information is accurate.	ent O	Raw Wells Use Source ID for Well Sampled (Example: Judiciple Ray Per Per Print Ray Wells Use Source in Figure 4 (Example: Judiciple Ray Per	Th. 6+80 AMY Sh. + 1 1 1 1 1 1 1 20 1:16 30	01 +	LOT 16				Iction samples are NOT

Account 320	320		TCEQ N	TCEQ Microbial Reporti	Repo	rting F	ng Form	TCEQ Form 10525	100	Brazoria (Brazoria County Health Dept Water	Ith Dept	Water	10	S ACCRES		
Number	141.4.	20 21 21 21			3			Rev. 8 / 2017		409	Lab 409 East Orange Street	re Street		23	(/	ICEQ LAB ID:
	water sys	water system identification & Sample Collection Information (Please type or use block print)	imple Collec	tion Informa	tion (Plea	se type or	use block	print)			Angleton, TX 77515	77515		N		D	40005
Ang Ang	Public Water System ID: (Must be 7 digits; Include all zeros)	rstem ID: TX								979-86	979-864-1628 979-388-1628 281-756-1628	9-388-11	828			Test	Test Results must meet all accreditation /
Public 1	Public Water System Name:	lite	8	and	elos		A.	RIVER WOOD		nail:Water	Fax: 979-849-1678 Lạb@brazoria-cou	9-1678 ia-coun	у.сош	100	80RMO	7	certification requirements unless stated otherwise,
3	County:	o L	Brezus	2 3					Samole Iced?	Relinquished By (Samo	SHADED AREA FOR LABORATORY USE ONLY Jobit: A	EA FOR I	ABORAT	ORY USE	ONLY I Date / Time	Timo.	
Z	lame: MA]	Name: MATULA & MATULA CONSTRU	TULA	CON	STR		CTION INC.	NC.	☐ Yes ☐	9	Account pplicable):	. }			6-2-6	2-2-32	9:21 AM
ioT stl	Address: 122	122 WEST WAY, STE	, STE	325					Temperature T. R Z						Date / Hing		
veeA t	City: LAKE	AKE JACKSON							O. Journal of Land	44	l.				Calca	The contract of the contract o	
	State:	TEXAS) diZ	Zip Code: 77	77566				Lab Comments:	Kash	non	8	5)	Q:22
Pho	Phone #: 979-4	979-480-0030	u.	Fax#:		979-48	9-480-0060		ŗ.)	,				\$ C) 77	P. 2.77
Sampler	£ É	es J Lus	arive			Signature:	re:	J. Linan	Pull.	(inomade	Reference	The	fu	1 /g	10	52	100 CZ
Operator License#	License#:	-		□ Owner	do 🛮	n Operator O	Other: But	testor	Laboratory Approved:	roved: () X 0 X	7	YOK	3		Date / Tage:	3-22	046
Falsification of samples were t	this form or tampening with otherted as according to the	Palistedion of this form or tampers with respect to a crime purishable under state and/or federal law. (Tozes Penal Code, Title 6, Chapter 31.10) By signing this form, the sampler acknowledges that all samples were collector proxedures, and information is excurer.	der state and/ar feden procedures, and infor	allaw. (Texas Penal I mation is accurate.	Sode, Title 8, Chi	pter 37,10) By sig	ning this form, the	sampler ecknowledges that	ell Chlorine Residual		All test mas	Its refere	Lab Results	Lab Results All test results relate only to the samels as recolund	Punjac		
Use Spec	Sample Identification/Location cific Address / Location Identifie	Sample Identification/Location Use Specific Address / Location identified in Sample	_	Sample Types: (None)	· Date	Collected	Time	Sample ID & Date of Originating Sample	Ö	Rejection Code (if applicable) -	Test Method:	(n)	W 9223 L	SM 9223 Idexx Lab (Collect®)		Laborato	Laboratory Sample ID
	Sitir	Siting Plan			cilon.		Please circle			Please Resubmit	Chlorine V		Total Coliform		E. coll	Ź	Number
Raw Wt	ells Use Source ID	Raw Wells Use Source ID for Well Sampled (Example: G1234567A)	Routine (Distribu	Raw We	Constru	Vear		Triggered Raw	(mg/L)		Absent Pro	Present Absent	ent Fresent	nt Spsent	Present	:	* 1
Benne	met bors	To 1 Pand			S E	2 20 9:00	00		1.6	п (Ф)	*	in	(R)	×	<u> </u>	. 20	2022-00670
	e*						E E			ц.							
							ma md			L F						-	
							E E			шь		<u> </u>			· 🗆	-	
							e E			ш 1-						A a	
						-	E E			T .	0						
Form instru	ctions: www.tceq.tex	Form instructions: www.tceq.texas.gov/drinkingwater/microblet/revised-total-coilform-rule	Wrevised-total-co	oliform-rule		Special a	and Construct	ion samples are NO	Special and Construction samples are NOT FOR COMPLIANCE	E Lab Rejected Code (LR) - Document Reason:	- Document F	eason;					
	10 15																

Account 350	TCEQ Microbial Reporting Form	bial F	Reporting	Form	TCEQ Form 10525	2 to 10 to 1	Brazoria	Brazoria County Health Dept Water	Ith Dept 1		40	O ACCRED	TCEO LAB ID.	
Number: 220 Water System Identification & Sample Collection Information (Please ty	mple Collection In	formation	(Please type	rev rpe or use block print)	c print)		400	409 East Orange Street	ge Street		TIN	TED		
Public Water System ID: TX						No.	8-626	979-864-1628 979-388-1628 281-756-1628	9-388-16 628			TWI	Test Results must meet	T to
Public Water System C.t.	Analet	70	J. A	VER WOOD	l Ranch	(and the state of	Fax: 979-849-1678 Email:WaterLab@brazoria-county.com	Fax: 979-849-1678 Lab@brazoria-cou	9-1678 ia-count	r.com	TR.	BORATOR	certification requirements unless stated otherwise.	
County:						Sample Iced?	SH. Relinquished By (Sempler)	SHADED AREA FOR LABORATORY USE ONLY IST	EA FOR L	ABORAT	ORY USE (NILY Date / Time:	l I	
Name: MATULA & MATULA CONSTRU	TULA C	ONS		CTION INC	INC.	Z Yes 🗆 No	Received By (Courier, if applicab	applicable):	Bur			/ - / - /	22 9:16	
Ā	, STE 325	2				Temperature		ä				Date/ Time:		Т
City: LAKE JACKSON		£				Corrected Lemp	Received By (Lab):	1				Qate / Time:	9	Т
State: TEXAS	Zip Code:	77566	99			Lab Comments:	Mulyy		Sh	5		٥	cubation Date & Time	П
Phone #: 979-480-0030	Fax#:		979	979-480-0060	0		-		,			Date:	C 2000 CC	Т
Sampler Name (Print): (26, 25/65 Swain			Sign	Signature:	Lusin	Testing BY:	" This	Report	A Britan	1	Z	Time: / 5:	2000	J
Operator License#:	0 0	□ Owner	□ Operator	Other:	trater	Laboratory Agaroved	TO X)) (X 0	J.	3	Date / Time:	-22 836	
Fabilite whon of this form or temperating with water samples is a crime punishtable under state and/or hidered have. (Texas Ponel Code. Title 8. Chapter 21.10) By signing this form, the samplar anchonoledges that all samples were collected as according to the spateme established sample collection procedures, and information is accurate.	ider state and/or federal law. (Tell procedures, and information is a	exas Penal Code accurate.	. Tide 8, Chapter 37.10)	By signing this form, th	e semplar acknowledges that el	Chlorine Residual		All test res	Lab	ab Results	Lab Results All test results relate only to the sampels as received	pelved		Т
Sample Identification/Location	Sample Type: (None)	(youe)	Col	Collected	Sample ID & Date of		Rejection Code	Test	S	SM 9223 Idexx Lab	exx Lab	1		
Use Specific Address / Location identified in Sample String Plan		,440	Data	Time	0	Circle "F" for Free, "T" for Total.	(if applicable) - Please Resubmit	Method: Chlorine	Tota	Colliert ®	T (B)	Т	Laboratory Sample ID Number	
Raw Wells Use Source ID for Well Sampled (Example:	entino! Oistributio jesqs; fesqst	special*	flinoN ysc	Please circle AM or PM	Replacement, & Triggered Raw Samples)	(mg/L)		Absent Pr	Present Abse	Presen	Absent	Present		
d007				\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		- Q'		×		(3)	d		2022.00165	
101-10	3	+						+	+	(1	20100-2202	
BENNETI STICET Lot 3 sta 1800		D D	7 220			<u> </u>		94			X	-	2022-00166	
				E E		ш -	·							
				arra.		ш								
]	-		Ed.		-		+	\dashv	-				
				# mg		L -								
				E						\vdash	0			_
		_		М]	- 1					_
Form instructions: www.tceq.texas.gov/drinkingwater/microbla/revised-total-collform-rule	laVrevised-total-coliform-r	rule	ads.	iclel and Constru	*Special and Construction samples are NOT FOR COMPLIANCE	FOR COMPLIANCE	Lab Rejected Code (LR) - Document Reason:	- Document	(eason:					

PACCREO TCEQ LAB ID: 48005 Test Results must meet all accreditation certification requirements unless stated otherwise. SE ONLY Date / Time: Date / Time		
A Same of the last		1 1
115 78 1628 38-1628 38-1628 78 ON LABG		ë
And treat treatls relate of the formal of the forethe of the formal of the formal of the formal of the formal of t		ant Reaso
		- Босите
Brazorla 40 40 40 Monter Email: Water Email: Water Selection Coule (If applicable) - Please Resubmit		Lab Rejected Code (LR) - Document Reason:
Sample Iced: Sample Iced: Corrected Tenther Iced: Chlorine Residual Circle "F" for Fr "" for Total. (mg/L)	LL -	NOT FOR COMPLIANCE
Valetar System Identification & Sample Collection Information (Please type or use block print) Public Water System Identification & Sample Collection Information (Please type or use block print)		ction samples are NOT.
TOTION INC Signature: Tool begins the form the sampler seeking Tool begins the form the sampler seeking Though against the sampler seeking Though again	E Ed	"Special and Construction samples are
TCEQ Microbial Reporting C.J.S. TULA CONSTRUC Zip Code: 77566 Zip Code: 77566 Zip Code: 77566 Zip Code: 77566 Owner Operator Sample Type: (Vone) Operator Operat		
CONST		<u>a</u>
CEQ Microbial CLASS C		oliform-ru
ample Collect Northern and inferentiale and orthogon on procedures, and the collect Sample Colle		sed-fotal-
Atton & Sample TX RAMAT WANY, SON (SON (SON (SAMPLE) (CAMPLE) (CAMPLE		microbial/rev
TEXAS SO-0030 Survey Standard Sampled (Exal Sampled (Exal Sara) To Mel Sampled (Exal Sara)		inkingwate <i>ri</i>
Public Water System Identification & Sample Collection Information (Please Public Water System Identification & Sample Collection Information (Please Public Water System Identification & Sample Collection Information (Please Public Water System Identification & Sample Collection Information (Please Public Water System Identification & County: County:		Form instructions: www.lcaq.lexas.gov/drinkingwater/microbial/revised-tolal-coliform-nule
Nater Syst Nater Syst (1981; include 1979–48 Print): 122 Print):		www.fceq.
Account 320 Number: 320 Water System Public Water System Name: County: County: Charles Sampler Name (Print): Charles Sampler Name (Print): Sampler Na		nstructions:
Num		Form in

Riverwood Ranch Section III

SANITARY SEWER LOW PRESSURE TEST

																_
COMMENTS	170 [+	40064	1494	++26	4104	425	406	\$38E	H882	32ft	ty 202	305 ft	87 ft			The second secon
100	18 = A	1,9 0	\$ P	786	900	48%	484	jo d	, 0	, se	48,	4 8,	0,00			A CONTRACT TO SECURITION OF THE SECURITION OF TH
P/F	2	4	9	4	A	e	9	ġ-	2	9	A	2	Q:	A-	4	
FINAL	4,5 ps	3,0/8	9 30R1	4.5	4,8	4,5	4,8	4,8	4,5	4,5	Sps	4,3%	4,365,	5 PS	89,5	
STOP	8:33	9:03	9:30	9:43	00 0	10:43	11:03	11:13	72:11	11:38	13:00	(3:23	13:43	13:57	13:08	
INITIAL	5 (5)	3,5 ps.	3,5 ps.	S rsi	Spsi	5 psi	Spsi	5 /5	Spsi	Spai	5 Ps.	565	545	Speri	Spsi	
START	8:30	0:00	£2.6	01:6	10:12	01:40	11:00	01:10	£2:11	11:35	ts:21	13:20	13:45	13:50	13:05	
TIME	8 mins	10 mins	Baid	Ω 3. 5.	10mm	[Onins	00 Mins	8 min	O Mins	80 m	m	ميد ١	8	8 Silver	3miles	
LOCATION	MHEST - MH,	MHI - MHZ	MH3 - MH4	MH4 - MHS	MH6 - MH5	MH6 - MHOT.	MHex - MHis	MH3-MH12	MH 11 - MH 12	MH11 - MH10	MHq- MHio	MHB-MHB	MHe - MH	MHz - Clerrox.	MHg - Clos aut	

DEFLECTION TESTS

P = Pass F = Fail Item 5. RESULTS COMMENTS DATE LOCATION M H No. to M H No. 1/27/22 MH7-MH8 - 305ft 27/22 MH8-MHa \$8" - 207 Ft MHQ-MHIO 27/22 48" - 32ft MHIO-MHII 1/27/27 - 288ft \$8" 1/27/22 MH11-MH12 - 88ft \$8" MH12 - MH13 1/27/22/ \$8" - 120'+20'= 140ft P MH13-MHex 1/22/n \$8" - 170 ft 1/28/22 P Ext - MHI \$ 6" - 400 ft 1/28/22 MH1-MHZ \$ 6" -- 176 ft 2/2/22 MH3-MH4 \$8"-- 92ft 1/28/22 MH4-MHS 98" - 410ft MHS-MHG 48' - 300'+20' = 320ff P MH6-MHer

BAKER & LAWSON, INC.

INSPECTOR D.C

JOB No. 14395

RIVERILIOOD RANCH, SECTION 2 MANHOLE VACUUM TEST P= Pass F= Fail

	1	1			· ·		
M H No.	LOCATION	DATE	RESULTS	START TIME	START VACUUM	STOP TIME	STOP VACUUM
MH*2	BENNETT	1/19/22	P	2:48	10.4"HG	2:50	10.2"H
MH#1	BENNETT LOOP	1/19/22	P	2:59	10.0 HG	3:01	9.2"H
e							
mH*5	BENNETT LOOP	1/19/22	P	3:54	10.0 HG	3:56	9.2"HG
		•					
mH*6		1/19/22	P	4:09	10.0°H	4:11	9.4"HG
MH#13		1/19/22	P	4:25	10.0"H4	4:27	9.6"HG
					I		
7		T					
	T						
	T						

BAKER & LAWSON, INC.

JOB No. 14395

PN 1914395

MANHOLE VACUUM TEST

P = Pass F = Fail

M H No.	LOCATION	DATE	RESULTS	START TIME	START VACUUM	STOP TIME	STOP VACUUM
MHII		1/27/22	P	8:00	10"Hg	8:02	9,5"Hg
MHIO		1/27/22	P	8.70	10"119	8:27	9,5"Hg
MAQ		1/27/22	P	8:38	10"H3	8:40	9,2' Hg
MH8	6	1/27/22	P	8:55	10"Hg	8:57	9,1"Hg
CHM		1/27/22/	P	9:10	10"Hg	9:12	9,5"49
MH4		2/2/22	P	9:00	10"Hg	9:03	9,51Hg
MHIZ		4422	P	14:00	10"115	14:03	9,2 Hg
MH3		2/8/22	P	11:44	10'Hg	11346	a, OH,

BAKER & LAWSON, INC.

INSPECTOR

JOB No.

14395

Trade In	Year	Current Truck	# Doors
PW-02	2011	F-150 1/2 Ton	4
PW-10	2017	Chevy 1500 1/2 Ton	4
PW-12	2011	F-350 1-Ton Crane Truck	4
PW-15	2004	Ford F-250 3/4 Ton	2
PW-24	2019	Chevy 1500 1/2 Ton	4
PW-25	2008	F-350, 1-Ton Crew Truck	2
PW-25	2008	Ford F-350 1 ton	2
PW-71	2010	Ford F150 1/2 Ton	2
PW-84	2016	F-350, 3/4 Ton	2
PR-30	2008	Ford E-350	4
PK-28	2007	Ford LCF	2
P-4	2013	Chevy Malibu	2
P-27	2012	Dodge Ram V8 4x4	4
P-30	2012	Tahoe	2
P-31	2013	Tahoe	2
P-32	2013	Tahoe	2
(ACO3)			
P-33	2014	Tahoe	2
P-34	2014	Tahoe	2
P-35	2014	Tahoe	2
CE-1	2008	Ford F-150	4
CE-3	2006	Ford F-150	4
F-Util 1	2015	Ford F250	4
F-Cmd 3	2017	Ford F150 1/2 Ton	4
F-Cmd 2	2017	Ford F150 1/2 Ton	4
F- Cmd 1	2018	Ford Expeditions Max	4

Auction vs Lease **Details** Mileage Dept Extended cab, regular bed 58,639 PW Doub cab, regular bed 57,796 PW Crew cab, Utility Bed, Tow Pkg, Diesel, Back Out Riggers, 6,000lb Crane 143,163 PW 79,837 PW Sincel Cab, utility bed 22,677 PW Doubl Cab, regular bed Single Cab, Utility Bed, Tow Pkg, Diesel. Dully rear axle 25,686 PW PW Single cab, flat bed 25,686 59,407 PW Single cab, regular bed PW Diesel, Dully Rear Axle, Crane 154,683 12 passenger van 96,174 P&R Flat bed brush truck with removable sides 22,500 P&R PDPower windows, seats, electric side mirrors, 4 new tires and spare. 46786 Tow package, power windows, seats, electric side mirrors 104515 PD power windows, seats, minor paint damage, electric side mirrors 146846 PD power windows, power seats, minor paint damage, electric side mirrors 76436 PD **Dead Bat** Power windows, power seats, minor paint damage, electric side mirrors PDPower windows, seats, minor paint damage, electric side mirrors **Dead Bat** ACPower windows, power seats, minor paint damage, electric side mirrors 111611 IT Power windows, power seats, minor paint damage, electric side mirrors 143246 DS DS FWD, no special equip 95354 FWD, no special equip 86594 DS 58389 Fire 4x4 39500 Fire 4x4 4x4 28782 Fire 4x4 14486 Fire

Type	Doors	Weight
Truck	4	1 Ton
Truck	4	1 Ton
Truck	2	1.5 Ton
Truck	2	1 Ton
Truck	4	1/2 Ton
Truck	4	1/2 Ton
Truck	4	1/2 Ton
Truck	4	1/2 Ton
Truck	4	1/2 Ton
Van	4	
Truck	4	
Tahoe	4	
Truck	4	
Van	4	
Truck	4	

Extras

Utility bed, trailer/tow pkg, rear dully axkle, emergency roadside lights, diesel

Utility bed, trailer/tow pkg, rear dully axkle, emergency roadside lights, diesel

6,000 lb crane, bed style link, Utility bed, trailer/tow pkg, rear dully axkle, emergency roadside lights, diesel

Utility Bbed, diesel, roadside emergency lights

roadside emergency lights, tool boxes, trailer/tow pkg

12 passenger van-would like removable seasts

Double acting electric hoist, trailer plug, hitch receiver, 7 pole RV plug

Police package

Police package

Anonymous plates

Anonymous plates

Anonymous plates

Vinyl seats

sprinter 2500 V6, 170" WB, security/safety package, back-up camera, internal ladder storage, rear AC unit, cargo partitoin door

4x4, midsize or small truck

4x4, midsize or small truck

midsize or small

F150, Long bed 4x4-red, fire special outfit, cloth seats, bed cover, tool box, hitches

F150, Long bed 4x4-red, fire special outfit, cloth seats, bed cover, tool box, hitches

F250, 4x4, long bed, siren, cloth seats tool box, hitches

Expedition, 4x4, fire lighting, and console, cloth seats, nithc



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 26, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: The discussion and possible action on the Enterprise rental fleet

program.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: In Budget **FUNDS REQUESTED:** \$373,430; In Budget

FUND: 01-556-514

EXECUTIVE SUMMARY:

In September 2020, the city began a partnership with Enterprise to replace older fleet vehicles with new vehicles, the program includes a maintenance agreement for most city vehicles, as well as GeoTabs for GPS tracking and related risk management for each vehicle.

In February of 2021, the first lease vehicle was received, followed by an additional 34 vehicles, which were placed in the following departments: 1 Animal Services, 3 Development Services, 8 Parks and Recreation including a bus, 15 Public Works including a street sweeper, and 5 Police vehicles including a vehicle for the Chief. This decreased the city's average fleet age by 20%. During the same period, Enterprise auctioned 23 vehicles on behalf of the city which produced an estimated buyout of \$204,820, and a profit after the monthly lease cost of \$83,576.

In FY23, the city is looking to add 25 additional vehicles through the Enterprise program which will be placed in the following departments: Animal Control- 1, Parks and Rec-2, Police-5, Development Services-3, IT-1, Fire-4, and Public Works-9 (some of these are specialized vehicles that may require a longer time to receive.)

In 2023, we will trade one vehicle for each vehicle requested through the lease program, and future savings will be recognized approximately 1 year from the date of delivery; delivery is expected in December 2022/January 2023. The estimated cost of the 25 vehicles is \$373,430.00

RECOMMENDATION:

Staff recommends the continuation of the Enterprise program with the addition of 25 vehicles to be ordered by the manufacturer timeline of May 2022, in order to receive the vehicles by the estimated time of December 2022/January 2023.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 04/26/2022

PREPARED BY: Kyle Livesay, Assistant Director of Parks and Recreation

AGENDA CONTENT: Discussion and possible action to pursue an agreement between the

City of Angleton and i9 Sports and authorizing the City Manager to

execute an agreement upon legal review.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

In January of 2022, Parks & Recreation staff began discussions with i9 Sports representatives on the possibility of i9 Sports offering youth sports leagues, camps, and clinics within the City of Angleton. In these discussions, i9 Sports communicated that they are equipped to offer programs for Youth Volleyball and Youth Flag Football as part of their menu of youth sports programs offered to communities.

Parks & Recreation staff has actively been working on developing youth volleyball and youth flag football programs to meet the expressed needs of the Angleton community. However, progress towards the creation and full administration of these programs by Parks & Recreation staff was impeded by barriers of level of staffing, functional expertise in the programming areas, and the substantial time dedicated to other services and needs within the Parks & Recreation Department. Since i9 Sports is a national organization that specializes in offering youth sports programs to communities and already has the staffing and business model in place to deliver these services, staff determined the i9 would be an ideal organization to work with to deliver Youth Volleyball and Youth Flag Football to the Angleton community.

Staff discussed what options may exist for working with i9 to offer these programs to the Angleton community and determined that an agreement allowing i9 Sports to utilize Angleton Park and Recreation facilities so Youth Volleyball programs, Youth Flag Football programs, and possible future programs such as Youth La Crosse and Non-Competitive Cheerleading could be offered to the youth of Angleton.

On March 22, 2022, staff sent a draft agreement to the City Attorney for legal review. The City Attorney is refining language to best meet the City's needs and recommended this item be for

discussion only. Staff was authorized to submit this item for discussion and possible action upon legal review.

This agreement will authorize i9 Sports use of Angleton Parks & Recreation facilities and parks and in return the City of Angleton will receive a percent of all registration fees that are paid to i9 Sports for participation in the programs that have been approved by the Angleton Parks & Recreation Department. The initial proposed rate of revenues due to the City is 25% but may be up for negotiation.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute an agreement with i9 Sports for youth sports programs at Angleton Parks & Recreation facilities & parks upon legal review.

SUGGESTED MOTION:

I move we authorize the City Manager to execute an agreement with i9 Sports for youth sports programs at Angleton Parks & Recreation facilities & parks upon legal review.

CITY OF ANGLETON, TEXAS INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("AGREEMENT") is made and entered into as of the date fully executed ("Effective Date"), by and between City of Angleton, a political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended, and by operation of law, any successor-in-interest ("CITY OF ANGLETON"), and Reward Flip, Inc. dba I9 Sports – North Houston ("INDEPENDENT CONTRACTOR") (THE CITY OF ANGLETON and INDEPENDENT CONTRACTOR may hereafter individually be referred to as a "Party" or collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, INDEPENDENT CONTRACTOR desires to provide its services to CITY OF ANGLETON pursuant to the terms and conditions contained in this Agreement;

WHEREAS, CITY OF ANGLETON desires to receive services from INDEPENDENT CONTRACTOR:

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

- 1) **SCOPE OF SERVICES.** INDEPENDENT CONTRACTOR shall provide program services to CITY OF ANGLETON pursuant to the terms and conditions provided herein and as hereinafter set forth in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Services").
- 2) <u>TERM.</u> This Agreement shall be effective as of the Effective Date and shall expire on the 31st day of December, 2022 (the "Term").
- 3) **DUTIES OF INDEPENDENT CONTRACTOR.** During the Term of this Agreement, INDEPENDENT CONTRACTOR shall have the full and complete obligation and responsibility to provide all labor, services, employees, materials and equipment required to provide the Services in accordance with the terms of this Agreement.
- a) **No Employee Relationship**. INDEPENDENT CONTRACTOR, its employees, staff, agents, directors or assigns are not agents, employees or servants of CITY OF ANGLETON or its affiliates and shall not claim any such status or rights associated with the same. Nothing

contained herein shall authorize INDEPENDENT CONTRACTOR its employees, staff, agents, directors or assigns to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of, CITY OF ANGLETON, or its affiliates or to bind it in any manner.

b) **Timely Performance**. INDEPENDENT CONTRACTOR shall report to all scheduled classes or programs on time and be prepared to provide the Services. Failure by INDEPENDENT CONTRACTOR to timely report for a scheduled class or program or failure to be fully prepared to provide the Services shall constitute a breach of this Agreement for which CITY OF ANGLETON may, but is not obligated to, terminate this Agreement. Alternatively, CITY OF ANGLETON may withhold up to twenty-five percent (25%) of INDEPENDENT CONTRACTOR's fee for that particular class or program as a fee for failure to timely report for that scheduled class or program ("Late Fee").

If INDEPENDENT CONTRACTOR fails to report to said class or program at all for any reason, CITY OF ANGLETON may withhold up to one-hundred percent (100%) of INDEPENDENT CONTRACTOR's fee for that particular class or program as a fee for failure to timely report for that scheduled class or program ("No Show Fee"); it being fully acknowledged and agreed to by the Parties that the harm caused by any untimely performance or failure to be available by INDEPENDENT CONTRACTOR is incapable or difficult to estimate or cure and that the Late Fee and No Show Fee are reasonable estimates of just compensation to CITY OF ANGLETON for such breach.

- c) Warranty. INDEPENDENT CONTRACTOR warrants to CITY OF ANGLETON that all materials and equipment to be furnished in connection with this Agreement have been properly inspected by INDEPENDENT CONTRACTOR and are of good quality and fit for their intended purpose and free from any defects, and that INDEPENDENT CONTRACTOR and its agents or employees performing under this Agreement have any and all licenses, certifications, permits and other like authorizations and documents required by law to perform the Services or to be maintained by professionals providing similar services.
- d) **Drug-Free; Background Checks**. INDEPENDENT CONTRACTOR shall enforce a drug-free workplace for the INDEPENDENT CONTRACTOR and all of its employees, staff, agents, directors or assigns. This includes requiring INDEPENDENT

CONTRACTOR, its applicants and employees (for purposes of this paragraph, INDEPENDENT CONTRACTOR is required to test anyone for whom INDEPENDENT CONTRACTOR withholds and is responsible for reporting payroll taxes, using its IRS- assigned EIN, including INDEPENDENT CONTRACTOR), at INDEPENDENT CONTRACTOR's expense, to submit to a drug test prior to performing work within the Township and upon reasonable suspicion in the workplace. The remainder of this paragraph is intended to and shall apply to all of INDEPENDENT CONTRACTOR's employees, as defined above. INDEPENDENT

CONTRACTOR shall provide satisfactory proof of such testing at any time requested by CITY OF ANGLETON. CITY OF ANGLETON retains the authority to prohibit any of such INDEPENDENT CONTRACTOR'S employees, staff, agents, directors or assigns from providing the Services described hereunder based on either adverse test results or upon reasonable suspicion of drug or alcohol usage while services are being performed. INDEPENDENT CONTRACTOR shall, within thirty days of contract execution, perform a criminal background check for all of Independent Contractor's employees performing work within the Township. Such checks shall cover the previous seven (7) years, showing no convictions other than minor traffic offenses. The background checks shall be at the INDEPENDENT CONTRACTOR'S expense and be completed at least thirty (30) days prior to hosting classes or within thirty (30) days of Agreement. CITY OF ANGLETON shall retain the authority to prohibit any of such INDEPENDENT CONTRACTOR'S employees, staff, agents, directors or assigns from providing the Services described hereunder based on failure to satisfy such background checks or for any arrest involving offenses of crimes against the person, moral turpitude and/or felony offenses under state, federal or local law.

- 4) <u>TIME REOUIREMENTS.</u> INDEPENDENT CONTRACTOR, its employees, staff, agents, directors or assigns shall devote, during the term of this Agreement, all of the time, energy, and skills necessary for the performance of the Services and shall periodically, or at any time upon request by CITY OF ANGLETON, submit any reports requested by CITY OF ANGLETON including, but not limited to, time reports regarding the Services provided to CITY OF ANGLETON.
- 5) **FEES TO INDEPENDENT CONTRACTOR.** TheINDEPENDENT CONTRACTOR shall pay the CITY OF ANGLETON on a "per program" basis for services in connection with this Agreement. The exact amount for each program shall be agreed upon in writing by CITY OF ANGLETON and INDEPENDENT CONTRACTOR prior to any work being performed, as set forth in attached Exhibit "B." Said payment shall be subject to reduction as provided herein.
- RELATIONSHIP BETWEEN THE PARTIES. CITY OF ANGLETON retains INDEPENDENT CONTRACTOR only for the purposes and to the extent set forth in this Agreement, and INDEPENDENT CONTRACTOR's relationship to CITY OF ANGLETON shall, during the Term of this Agreement, be that of an independent contractor. CITY OF ANGLETON shall not withhold from sums becoming payable to INDEPENDENT CONTRACTOR, its employees, staff, agents, directors or assigns hereunder, any amounts for State or Federal Income Tax, Unemployment Taxes, or for FICA (Social Security) taxes, during the Term of this Agreement. Neither INDEPENDENT CONTRACTOR nor its employees, staff, agents, directors, or assigns shall be entitled to receive any benefits which employees of CITY OF ANGLETON receive, including workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security in exchange for the Services provided to CITY OF ANGLETON.

7) **TERMINATION.**

- a) Unless permitted to terminate earlier pursuant to the provisions contained herein, CITY OF ANGLETON may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days' notice to INDEPENDENT CONTRACTOR. In the event of failure by INDEPENDENT CONTRACTOR to perform the Services as required by this Agreement with reasonable skill and diligence, CITY OF ANGLETON shall provide written notice to INDEPENDENT CONTRACTOR of specific deficiencies in performance and shall provide INDEPENDENT CONTRACTOR ten (10) calendar days from the date of such notification to cure said deficiencies to the satisfaction of CITY OF ANGLETON. If INDEPENDENT CONTRACTOR fails or is for any reason unable to cure said deficiencies, CITY OF ANGLETON may, at its sole discretion, but is under no obligation to, terminate this Agreement.
- b) INDEPENDENT CONTRACTOR may terminate this AGREEMENT with or without cause and must provide at least forty-five (45) days' written notice prior to the termination of this Agreement. Failure by INDEPENDENT CONTRACTOR to provide said notice to CITY OF ANGLETON shall constitute a breach of this Agreement for which CITY OF ANGLETON may, but is not obligated to, immediately terminate this Agreement and any other current or future Agreement with INDEPENDENT CONTRACTOR to provide other similar services.
- c) Failure of CITY OF ANGLETON to terminate this Agreement or to charge INDEPENDENT CONTRACTOR with a Late Fee or No Show Fee for any incident of INDEPENDENT CONTRACTOR reporting late to a scheduled class or program, or for failing to be prepared for a scheduled class or program, or for failing to provide prior notice for cancellation of a class or program shall not constitute a waiver of CITY OF ANGLETON's right to terminate this Agreement or charge fees as set forth herein for any future breaches for programs or classes covered by this Agreement or exercise any other remedies permitted herein, by law or in equity.
- 8) RELEASE, DEFENSE, AND INDEMNITY. CITY OF ANGLETON SHALL NOT BE LIABLE FOR, AND INDEPENDENT CONTRACTOR AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY OF ANGLETON ITS SUCCESSORS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS WHATSOEVER (INCLUDING CLAIMS OF THIRD PARTIES AND CLAIMS OF SPOUSES, HEIRS, SURVIVORS OR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF INDEPENDENT CONTRACTOR FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY (WHETHER REAL OR PERSONAL, OWNED OR LEASED) DAMAGE AND LOSS ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT AND THE SERVICES PROVIDED BY INDEPENDENT CONTRACTOR EVEN IF THE CLAIMS ARE CONTRIBUTED TO OR CAUSED BY THE SOLE, JOINT,

COMPARATIVE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF CITY OF ANGLETON. THE RELEASE, PROTECTION, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS ASSUMED BY INDEPENDENT CONTRACTOR, AND THE LIMITATIONS AFFORDED TO CITY OF ANGLETON IN THIS PARAGRAPH INCLUDE ANY LIABILITY FOR EMPLOYMENT DISCRIMINATION AS PART OF THE TOWNSHIP'S ADA, TITLE II, TITLE VI, TITLE VII OR OTHER COMPARABLE FEDERAL OR STATE CONTINUING LEGAL OBLIGATIONS TO ENSURE A DISCRIMINATION-FREE WORKPLACE TO ITS OWN EMPLOYEES AND FACILITY, PROGRAM, PLAN OR SERVICE FOR THE PUBLIC.

- a) The indemnities contained in this Agreement shall only be effective to the maximum extent permitted by the applicable law, either legislative enactment or a controlling judicial decision. If such existing or future law limits in any way the extent to which indemnification may be provided to an indemnitee that is negligent, solely negligent, or otherwise at fault and, notwithstanding the choice of law provisions set forth herein, such law is applicable to interpretation of this Agreement, then this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law.
- b) For the purposes of this paragraph 8, the phrase "arising out of or resulting from the performance of this Agreement" shall be broadly construed to include, but not be limited to, not only formal work, but also any occurrences at the work site, including transportation to and from the work (other than personal or public transportation to the work site), breaks of all kinds, including, without limitation, breaks for meals and/or rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work.
- 9) **REMEDIES.** INDEPENDENT CONTRACTOR's sole remedy for a default by CITY OF ANGLETON shall be to terminate this Agreement. INDEPENDENT CONTRACTOR shall not be entitled to any economic or financial damages whatsoever from CITY OF ANGLETON or its respective affiliates, officers, directors, employees, agents, attorneys, successors and assigns.
- 10) **SEVERABILITY.** Any provision of this Agreement, which is invalid or unenforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 11) **GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, with venue in Brazoria County, Texas.
- 12) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all

of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

- 13) **HEADINGS FOR CONVENIENCE.** Section, subsection and paragraph headings are inserted for convenience of reference only and shall not in any way affect the meaning and interpretation of this Agreement.
- 14) LAWS AND ORDINANCES. COMPLIANCE WITH ALL APPLICABLE STATE & FEDERAL LAWS. TO INCLUDE BUT NOT LIMITED TO THE CIVIL RIGHTS ACT, THE THE ADA AND AND § 21.141 TEXAS LABOR CODE. INDEPENDENT CONTRACTOR shall comply with all provisions of Titles II, VI and VII of the Civil Rights Act, as amended and the Americans with Disabilities Act (ADA), as amended. As such, all efforts will be made for reasonable modification of said program(s).
- 15) **EXHIBITS.** All Exhibits are incorporated for all purposes as part of this Agreement.

EXHIBIT A: Independent Contractor Services ("Services)

EXHIBIT B: Independent Contractor Compensation

EXHIBIT C: Copy of Independent Contractors Additional Fees

EXHIBIT D: Sworn Affidavit of Additional Fees

[Signatures on pages following]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as follows:

Independent Contractor	City of Angleton
By:	Ву:
Name: Scott Read	Chris Whittaker
Title: Instructor Tax I.D. No: 30-0490278	City Manager, City of Angleton
Date:	Date:

EXHIBIT "A" INDEPENDENT CONTRACTOR SERVICES

1. INDEPENDENT CONTRACTOR DUTIES: INDEPENDENT CONTRACTOR (hereinafter sometimes referred to as "Instructor") will provide the following:

Type of service/Instructor:	Youth Sport Leagues & Instructional Clinics
Name of class or activity:	I9 Sports
Day(s)/Date(s) Scheduled:	TBD
Time Scheduled:	TBD
Location:	TBD

- a. **Enrollments**. A minimum of 4 and a maximum of 12 paid enrollments must be received by CITY OF ANGLETON prior to commencement of the class or activity. CITY OF ANGLETON reserves the right to cancel any class or activity that does not meet the minimum enrollment requirements as determined at the sole discretion of CITY OF ANGLETON.
- b. **Scope.** All materials, class supplies, labor, including set-up and tear-down, equipment and services required to be performed under this Agreement are to be provided by INDEPENDENT CONTRACTOR. CITY OF ANGLETON cannot purchase supplies for INDEPENDENT CONTRACTOR utilizing CITY OF ANGLETON's tax exempt status.
- c. **Program and Participant Ratio Guidelines.** Instructor understands and acknowledges that Instructor-to-participant ratios are crucial to the success of any program, and the consideration of actual activities performed as well as the ages of participants will affect this ratio. INDEPENDENT CONTRACTOR must provide a safe program setting by providing appropriate supervision and instruction. CITY OF ANGLETON reserves the right to require additional supervision or program modification based on a mutually agreed upon state or national standard (e.g. American Camping Association, United States Tennis Association, Texas Department of Licensing and Regulation) to be provided by INDEPENDENT CONTRACTOR at the sole expense of INDEPENDENT CONTRACTOR based upon the program activities and ages of participants.

2. CITY OF ANGLETON DUTIES.

a. **Facilities.** CITY OF ANGLETON shall provide the facilities for use by INDEPENDENT CONTRACTOR and shall ensure that such facilities are in proper working order. Contractor will notify CITY OF ANGLETON immediately when repairs are needed. An on-call number is available to facilitate after-hours notification of repairs – 979.849.4364 option #5. While

repairs are in progress, alternate facility accommodations may need to be made, but may not be guaranteed by CITY OF ANGLETON; it being understood that such failure to provide alternate facilities shall not be a breach of this Agreement.

- b. **Registration.** The INDPENDENT CONTRACTOR shall conduct registration, collect participation fees and process class transfers or refunds for any and all programs and registrations related to programs and services provided.
- c. **Rosters.** CITY OF ANGLETON shall provide class/activity rosters to INDEPENDENT CONTRACTOR.
- d. **Publicity.** CITY OF ANGLETON shall publicize the class or activity through the most appropriate medium as determined in the sole discretion of CITY OF ANGLETON. INDEPENDENT CONTRACTOR is authorized to conduct supplemental publicizing only utilizing materials preapproved by CITY OF ANGLETON.
- e. **Monitoring.** CITY OF ANGLETON reserves the right to monitor classes and/or activities performed hereunder to ensure adequate quality services are being performed and that provisions of this Agreement and its Exhibits are being met.
- f. **Refund Policy.** INDEPENDENT CONTRACTOR agrees to abide by CITY OF ANGLETON refund procedures as set forth below.
 - i. Full refunds will be given to participants who have registered for a class or program that has been cancelled by CITY OF ANGLETON.
 - ii. If the participant requests a refund more than three (3) days prior to the start of any class or program, one day class or program or recurring class or program, they will receive a full refund less a \$5.00 service charge.
 - iii. If the participant attends the 1st day of class or program and *for any reason is* not satisfied, they will receive a full refund less the \$5.00 processing fee.
 - iv. Participants must submit a refund request prior to the 2nd class/program meeting. After the 2nd day of class/program, NO refunds will be available.
 - v. Fees associated with online transactions are not refundable.
 - vi. No cash refunds are given. A refund check may take up to three to four weeks to process and receive.
- **3. MEDIA RELEASE.** INDEPENDENT CONTRACTOR hereby releases to CITY OF ANGLETON the right to use, publish, and reproduce, for all purposes, pictures, video recordings, and printed and electronic copy of any images of INDEPENDENT CONTRACTOR while performing the Services in any and all media, including, without limitation, the Internet and print media. INDEPENDENT CONTRACTOR further grants all right, title, and interest to CITY OF ANGLETON that may exist in the finished pictures, negatives, reproductions and copies of

original prints, and further grant the right to exhibit the print in copies thereof for marketing, communications, and advertising purposes, as CITY OF ANGLETON deems fit. INDEPENDENT CONTRACTOR hereby waives the right to receive any payment for such release and waive the right to receive any such payment for the continued use thereof.

EXHIBIT "B" INDEPENDENT CONTRACTOR COMPENSATION

CITY OF ANGLETON will be compensated twenty-five percent (25%) of all monies collected through registrations received for the following programs: sport camps, leagues, instructional programs.

Payments made to CITY OF ANGLETON

noted as Program Payments.

- a. Youth Sports Instructional Programs: Independent Contractor shall submit one (1) payment, no later than the 5th day of the subsequent month including the previous month's rosters and payment to the Program Coordinator. All rosters shall be divided to include each class/league separately with the names and payments per participant. This check shall be
- b. Facility Rental: Payments will be set up through an automatic payment system to withhold the agreed upon amount on the 10th of each month.

EXHIBIT "C" INDEPENDENT CONTRACTOR ADDITIONAL FEES

INDEPENDENT CONTRACTOR agrees that the below list is the exclusive, exhaustive list of all additional fees charged or which may be charged by INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR acknowledges, as detailed with each listed additional fee, that (i) the listed supplies and/or materials are the supplies and/or materials to be purchased with said additional fees, (ii) that the intended use of said supplies and/or materials is accurate in all material respect, and (iii) unless otherwise indicated, the participant may keep said supplies and/or materials upon conclusion of the program:

Fee Name:	Fee Amount:	Supplies to be Purchased:	Intended Use:
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

EXHIBIT "D" SWORN AFFIDAVIT IN SUPPORT OF ADDITIONAL FEES

BEFORE ME , the undersigned author	ity, on this day personally appearedwho swore on
oath that the following facts are true:	
"My name is	. I am over 18 years
of age, of sound mind, and fully competent to	make this affidavit. I have personal knowledge of the
facts stated herein and they are all true and cor	rect."
"On	, CITY OF ANGLETON
contracted with me to provide services as	provided in the Independent Contractor Agreement
("Agreement") to which this affidavit is attached	ed as Exhibit D. Attached to said Agreement is Exhibit
C, as proof of the additional fees to be charged	pursuant to the Agreement ("Additional Fees")."
"I hereby warrant, represent and attest t	that these Additional Fees are correct and represent the
true and accurate out of pocket expenses to me	e of the items on which said Additional Fees are based
and have not been increased in any way to pr	rovide for or charge other bonus or surplus amounts,
including but not limited to administrative or n	nanagement related fees or charges."
SIGNED on thisday o	of
	Affiant
SUBSCRIBED AND SWORN TO BEFORE	E ME on
	Notary Public State of Texas



AGENDA ITEM SUMMARY FORM

MEETING DATE: 26 APRIL 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on an Ordinance amending the Code of

Ordinances of the City Of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted And Restricted Mobile Food Unit Regulations As Contained In "Exhibit A"; Adopting Sec 8.5-66. Mobile Food Courts as contained in "exhibit b"; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal;

and providing an effective date.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: NA FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

We are proposing a rewrite of the Food Truck Ordinance which will enable greater flexibility for food truck permits in the City of Angleton. In addition, we address Food Truck Courts for your consideration as we now have one and may have others in the future. This discussion will be led by our attorney.

RECOMMENDATION:

Provide feedback on this Ordinance so we can bring back in the future for approval.

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS, BY AMENDING AND REVISING CHAPTER 8.5 FOOD AND FOOD ESTABLISHMENTS ARTICLE I. IN GENERAL, SECTION 8.5-2. DEFINITIONS, ARTICLE II. PERMIT, SECTION 8.5-10. REQUIRED, SECTION 8.5-11. DURATION, ARTICLE III. INSPECTIONS, SECTION 8.5-20. ANNUAL INSPECTIONS, REINSPECTIONS, AND NEW INSPECTIONS, ARTICLE V. TEMPORARY AND MOBILE FOOD ESTABLISHMENTS, **SECTION** 8.5-62. **MOBILE** ESTABLISHMENTS; GENERALLY AND SEC.8.5-63. UNRESTRICTED AND RESTRICTED MOBILE FOOD UNIT REGULATIONS AS CONTAINED IN "EXHIBIT A"; ADOPTING SEC 8.5-66. MOBILE FOOD COURTS AS CONTAINED IN "EXHIBIT B"; PROVIDING FOR THE REGULATION OF FOOD AND FOOD ESTABLISHMENTS; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Angleton ("City Council") is authorized by Chapter 54 of the Texas Local Government Code to enforce rules, ordinances and police regulation of the municipality by fine or penalty; and,

WHEREAS, as authorized under law and in the best interest of the residents, citizens and inhabitants of the City of Angleton, the City Council deems it expedient and necessary to amend and revise Chapter 8.5 Food and Food Establishments, Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations and adopt the amended ordinances as contained in "Exhibit A"; and

WHEREAS, as authorized under law and in the best interest of the residents, citizens and inhabitants of the City of Angleton, the City Council deems it expedient and necessary to adopt Chapter 8.5 Food and Food Establishments, Article V. Temporary and Mobile Food Unit Establishments, Section 8.5-66 Mobile Food Courts as contained in "Exhibit B"; and

WHEREAS, the City of Angleton is a home rule city acting pursuant to its charter and City Council now finds the need to amend and revise Chapter 8.5 to promote the public health, safety and welfare of its citizens; and

ORDINANCE NO. Page 2 of 12 Item 8.

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

SECTION 1. All the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. The City of Angleton, Code of Ordinances, Chapter 8.5 Food and Food Establishments, Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations are hereby amended and revised to read as contained in "Exhibit A".

SECTION 3. The City of Angleton adopts Chapter 8.5 Food and Food Establishments, Article V. Temporary and Mobile Food Unit Establishments, Section 8.5-66 Mobile Food Courts as contained in "Exhibit B".

SECTION 3. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Thousand and No/100 Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of this Ordinance occurs shall constitute a separate offense

SECTION 4. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part this declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 6. That this Ordinance shall be effective and in full force immediately upon its adoption.

ORDINANCE NO.

Page 3 of 12

Item 8.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

	CITY OF ANGLETON, TEXAS
	Jason Perez
	Mayor
ATTEST:	
Frances Aguilar, TRMC, MMC	
City Secretary	

"EXHIBIT A"

Sec. 8.5-2. Definitions.

For purposes of this chapter, the words, terms and phrases set forth in the Texas Food Establishment Rules (TFER) as definitions shall have the meanings set forth therein. Additionally, the following words, terms and phrases shall have the meanings set forth below except where the context clearly indicates a different meaning:

Authorized agent or employee means an employee(s) of the City of Angleton.

Caterer means any person or entity that transports complete meals from an approved establishment to another location for consumption but shall not include persons operating restaurants that routinely deliver food on order or persons that deliver a product or distribute a product to vending machines.

Commissary or central preparation facility means a facility that mobile food service establishments use to dispose of waste and to obtain supplies.

Food establishment or food service establishment means an operation that stores, prepares packages, serves, vends, or otherwise provides food for human consumption as follows:

- (1) A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, ending location, (machine), self-service food market, conveyance used to transport people, institution, or food bank;
- (2) An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout order, or delivery service that is provided by common carriers; and
- (3) Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority and an operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on- or off-premises; and regardless of whether there is a charge for the food.
- (4) Food establishment does not include an establishment that offers only prepackaged foods that are not time/temperature controlled for safety food, a produce stand that only offers whole, uncut fresh fruits and vegetables, a food processing plant, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a bed and breakfast limited facility as defined in the TFER, or a private home that receives catered or home-delivered food.

Mobile food court means a property used or developed to accommodate one or more food trucks as the primary use of the property while possibly accommodating areas on the property for entertainment or recreational opportunities. This definition shall not be interpreted to include a congregation of mobile food vendors as a secondary use, accessory use, or temporary use (less than 30 days).

ORDINANCE NO. Page 5 of 12 ltem 8.

Mobile food unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile <u>Food #Units</u> must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth. A roadside food vendor is classified as a MFU.

Mobile food unit - additional permit means a mobile food unit operated by an existing permitted food establishment that provides an additional source of food service and also includes multiple mobile food units operated by the same owner. The owner is legally considered to be the person holding the food establishment's permit or the food permit(s) for the multiple mobile food units.

Nonprofit organization means an incorporated organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. Nonprofit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Person in charge means the individual present in a food service establishment who is the apparent supervisor of the food service establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present is the person in charge.

Public property. The term "public property" shall mean any property open or devoted to public use or owned by the city, including, but not limited to, sidewalks, streets, rights-of-way, parks, and municipal buildings. This definition does not include property owned by any county entity.

Public rights-of-way. The term "public rights-of-way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the city or the State of Texas now or hereafter holds any property interest.

Regulatory authority means the City of Angleton, Texas.

<u>Roadside Food Vendor</u> means a person who operates a mobile retail food store from a temporary location adjacent to a public road or highway. Food is not prepared or processed by a roadside food vendor. Roadside food vendors are classified as mobile food units.

Temporary food establishment is a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Texas Food Establishment Rules ("TFER") means the rules promulgated by the Texas Department of State Health Services with an effective date of October 11, 2015, and set forth in 25 Texas Administrative Code, Chapter 228, Subchapters A—J, and as such rules may be hereafter amended.

Time/temperature control for safety food (TCS) means a food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.

Sec. 8.5-10. Required.

(a) Required permit. A food establishment, caterer, temporary food establishment, mobile food unit, child care center or group residence that provides food service shall only be operated

with a valid permit issued by the city. Permits are not transferable from place to place or person to person, except that, mobile food service establishments may retain the same license when moving from place to place as long as the vehicle remains the same. A valid permit shall be posted in public view in every establishment. Each and every food establishment, whether under one roof or not, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter. A valid permit must be posted at a clearly visible and accessible location near the entrance, or part of the premises most commonly approached by the public, of every food establishment regulated by this chapter. A permit is not required for the operation of a beverage stand operated by a child age 17 or under. Additional requirements for a mobile food unit permit are listed below in section.

- (b) *Filing of application*. Any person desiring to operate an establishment covered by this article shall make written application and pay the nonrefundable fee set out section 8.5-12, or as amended or stipulated in fee schedule approved by city council. Such application shall include, but not be limited to, the following:
 - (1) The applicant's full name, post office address and street address;
 - (2) Whether such applicant is an individual, firm or corporation and, if a partnership, the name of each partner and his address;
 - (3) The location and type of the proposed food service establishment;
 - (4) (i) if the permit is for a mobile food unit, in addition to the requirements listed in this section, the application must include: Dates of event for the food service establishment;
 - (A) type of vehicle to be used for the proposed mobile food unit;
 - (B) a menu listing of all food items to be sold;
 - (C) a notarized statement from the owner of a central preparation facility stating the mobile food unite uses the facility as its base of operation; and
 - (D) a copy of the most recent health inspection of the central preparation facility which must be maintained on the mobile unit at all times.
 - (E) Dates of event for the food service establishment
 - (54) The signature of the applicant; and
 - (65) All other information deemed necessary by the city.
- (e) Texas Food Establishment Rules. All of the food uses described in this article shall be governed by all applicable Texas Food Establishment Rules.
- (d) *Filing of a food manager certificate*. A copy of the certified food manager certificate must be submitted with the license application or renewal.
- (e) *Exemption*. Temporary food establishments and establishments that serve, sell, or distribute only prepackaged non-TCS foods are exempt from this section.
- (f) *Inspection*. After the application has been submitted and all fees paid, the regulatory authority shall inspect the food service establishment for compliance with this chapter. If the establishment complies with this chapter, the regulatory authority shall issue the license.

ORDINANCE NO. Page 7 of 12 Item 8.

Mobile food units must comply with all requirements listed under 25 Texas Administration Code 288.221 and under Article V of this Chapter, as amended.

(g) *Administrative rules*. The city manager reserves the right to develop checklists, application forms, and other forms as necessary to administer the requirements of this article.

Sec. 8.5-11. Duration.

Permits shall be issued annually and shall extend from the date of issuance or renewal, as applicable. Annual renewal applications must be submitted at least 30 days prior to the expiration date of the permit. A permit shall be issued only if the establishment is in complete compliance with this chapter.

A mobile food unit (commonly known as a "food truck") <u>permit shall be issued on an annual basis. A MFU</u> that operates for a period of no more than three consecutive days in conjunction with a single event or celebration may obtain a temporary food establishment permit <u>instead of a mobile food unit permit, however, a temporary food establishment permit may not be used in the place of a mobile food unit permit if the operator intends to operate their mobile food unit outside of a single event.</u>

Sec. 8.5-20. Annual inspections, reinspections, and new inspections.

(a) The city shall inspect each food establishment, including mobile food units, within the City of Angleton routinely on an annual basis, or as often as necessary to enforce this chapter.

Sec. 8.5-62. Mobile food establishments; generally.

- (a) General requirements.
 - (1) Designation of a central preparation facility. Mobile food service establishments, including caterers and mobile food units that serve TCS foods shall operate from a central preparation facility, commissary, or other fixed food service establishment that is permitted and regularly inspected by the city or some other regulatory authority.
 - (2) Central preparation facility authorization. A signed letter of authorization is required, to verify the facility use and to confirm that food and drink items will be provided to the operator for sale if the central preparation facility is not owned by the mobile unit operator.
 - (3) Central preparation facility inspection report. A copy of the most current health inspection of the central preparation facility must be maintained on the mobile unit at all times.
 - (4) *Food preparation.* Food prepared in a private home may not be used or offered for human consumption from a mobile food service establishment.
 - (5) *Vehicle registration and insurance*. Mobile food service establishments must comply with all state and local laws pertaining to vehicle registration and insurance.
 - (6) Certified food manager. Mobile food service establishments must have a certified food manager on site when preparing or selling food. Limited service mobile food units, as classified below, are exempt from this requirement.

ORDINANCE NO. Page 8 of 12 Item 8.

(7) Readily Movable. Mobile food units must be mobile at all times. A MFU shall not be set on cinder blocks, have any flat tires, or be permanently attached to any outside equipment unless the equipment is for the specific purpose of fixing said MFU to make it readily movable once again.

Sec. 8.5-63. Unrestricted and restricted mobile food unit regulations.

- (a) *Unrestricted mobile food units*. The following requirements apply to all unrestricted mobile food units:
 - (1) *Location*. Unrestricted mobile food <u>establishments units</u> may operate at the following locations:
 - a. At any construction site in any zoning districts as a mobile meal and snack commissary with periodic brief stops at construction sites;
 - b. At school and church carnivals, special event, or conferences;
 - c. At any catered event;
 - d. On properties zoned Commercial-General (C-G), Commercial/Office Retail (C-OR), Central Business District (CBD), and Light Industrial (LI); and
 - e. At public parks and other public facilities, subject to the approval of the parks and recreation director, city manager, as applicable, or their designee, and upon the execution of an agreement that would indemnify the City of Angleton and would assign the operator responsibility for any damages that may occur to city property, facilities, and to the health and well-being of the general public.
 - f. At a mobile food court in compliance with the zoning requirements in subsection (a)(1)(d) of this section.
 - (2) *Operation*.
 - a. Mobile Food Units may operate Monday through Saturday at any time except between the hours of 11pm-5am, subject to the restrictions in section (a)(1) of this section.
 - b. A mobile food unit must have a written agreement from a business within 150 feet for employees of the mobile food unit to have use of flushable restrooms (or other facilities as approve by the city) during hours of operation.
 - c. All mobile food units must be removed daily, unless otherwise stated in this subsection, and report to their central preparation facility for daily supplying, cleaning, or servicing operations.
 - (3) Duration of events. Unrestricted mobile food units_establishments are generally classified as a temporary use, except as specified below_permitted to operate under a temporary food establishment permit must operate in accordance with the following:
 - Events may last for up to five hours before being removed from the site and are permitted for up to two-three days per week; unless the exception criteria spelled out below are applicable;

ORDINANCE NO. Page 9 of 12 Item 8.

b. The unit must be removed from the site daily and may not become a permanent use unless the use complies with all subdivision and zoning requirements that would regulate the establishment of a permanent use;

- c. The only exceptions to the duration of event requirements are:
 - 1. A multi-day special event hosted by the City of Angleton, or by a church, a school, or a charitable organization, subject to the approval of a site plan that demonstrates that a multi-day event can be conducted in a manner that would comply with all requirements of this article and not disrupt adjoining businesses or properties; and
 - 2. At a block party, a special street event conducted in a public right-of-way upon, a national holiday, or at any other function that is not expressly permitted in this article by the city council.
- (b) Restricted mobile food units shall be subject to:
 - (1) All of the requirements set out in section 8.5-63, subsection (a), with respect to location, operating hours, duration of events, and approval criteria.
 - (2) All of the requirements set out in section 8.5-63, subsection (a)(4)d, fire protection requirements for unrestricted mobile food units, shall be applicable to the degree that they pertain to the operation of any restricted mobile food units.

Item 8.

<u>"Exhibit B"</u>

Secs. 8.5-66. Mobile Food Courts.

- (a) Mobile Food Court Requirements.
 - (1) Mobile food court site shall be designed and intended for the use of mobile food units as the primary use of the property.
 - (2) Each site at the mobile food court on which a mobile food unit will be located and operated shall be provided hookups for electricity and potable water. Each individual food truck is not permitted to operate a generator at the site unless emergency circumstances necessitate the need for the use of a generator on a temporary basis not to exceed two hours within any given six-hour period of time.
 - (3) Permanent restrooms located within a permitted building or structure must be provided on-site within the food truck court for the use of the mobile food unit's and the mobile food court's customers, operators and employees. Alternatively, the mobile food court may have a written agreement from a business within 150 feet for use of flushable restrooms (or other facilities as approved by the city). A written agreement must be on file with the City.
 - a. All restrooms must be kept in sanitary and healthy conditions and must be equipped with sinks, soap, paper towels, toilet paper and running water. Such restroom(s) must remain open and available for use at all times during which the mobile food court is being used.
 - (4) The owner of the mobile food court and the operator of a mobile food unit must enter into a written agreement for the use of the mobile food court. Said agreement must be filed with the City prior to the mobile food unit's operation in the mobile food court.
 - (5) Mobile food courts shall only be allowed to engage in sales operations Monday through Sunday, between the hours of 8:00pm to 11:00 pm, unless otherwise granted permission by the City Manager or their designee.
 - (6) All mobile food units participating in a mobile food court shall remain fully mobile and operational.
 - (7) Mobile food courts shall be subject to the noise requirements of Chapter 13 of the Code of Ordinances and no amplified sound shall be permitted after 10:00 pm, unless otherwise granted permission by the City Manager or their designee.
 - (8) Mobile food courts shall provide containers of sufficient size and number for the disposal of trash and recyclables resulting from the mobile food court's operation and sales. The containers shall be identified as being for the disposal of trash and recyclables.
 - (9) Mobile food courts must be finished with concrete or asphaltic materials on which any mobile food trucks may park and operate. Customer parking must also be finished with concrete or asphaltic surface materials.

Page **11** of **12** ltem 8.

ORDINANCE NO.

- (10) Mobile food units shall be separated from existing buildings, parking lots and other mobile food units by a minimum of ten (10) feet, or as otherwise determined by the Fire Marshal.
- (11) Mobile food courts must adhere to the City's zoning and commercial regulations.
- (12) Any permanent structure will require a site plan amendment, building permit and be subject to any applicable ordinances and regulations.
- (13) Seating for customers may be provided but may not be within 10 feet of any road, parked cars, structures on the property or mobile food units.
- (b) *Inspections*. Mobile food courts and mobile food units operating on the property may be inspected from time to time by appropriate city personnel. Mobile food courts and mobile food units shall immediately be made available for inspection upon request of such city personnel.
- (c) *Alcohol*. No alcohol sales shall be permitted on the property unless a permanent structure is constructed on the property and is in compliance with all TABC, zoning and food establishments rules, in addition to any other requirements as determined by the City Manager or their designee.
- (d) *Permits*. Each mobile food court shall be required to receive a permit to operate from the City Manager or their designee. As part of the request for a permit, the following information, at a minimum, shall be provided:
 - (1) The name and address of the owner and operator;
 - (2) A legal description of the property to be used as a mobile food court;
 - (3) If the applicant represents a corporation, association, partnership or any other business entity, the names and addresses of the officers, partners or principals;
 - (4) The address and name under which the mobile food court will be operated; and
 - (5) Any other information reasonably required by the City Manager or their designee to document the use and operation of the mobile food court.
- (e) *Duration of Permit*. A permit to operate a mobile food court shall remain valid only up to a maximum of six (6) months unless otherwise granted written permission from the City Manager or their designee. A mobile food court permit may be revoked at any time prior to its expiration for failure to adhere to any and all required city, county, state or federal laws and ordinances or for any other reason the City Manager or their designee believes to be in the best interest of the public health, safety and welfare of its citizens.
- (f) Responsibility of Owner. Mobile food courts shall be responsible for identifying and obtaining all applicable permits and shall be responsible for conforming to all applicable city, county, state and federal regulations. The owners of the mobile food courts shall be responsible for ensuring

ORDINANCE NO. Page 12 of 12 Item 8.

that any mobile food unit which operates as part of the mobile food court obtains all necessary permits prior to operation and conforms to all applicable city, county, state and federal regulations.

Sec. 8.5-67—**8.5-79.** Reserved.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 26, 2022

PREPARED BY: Tenecha Williams

AGENDA CONTENT: Discuss 2022/20223 Proposed Budget Schedule and Budget

Direction and Guidelines.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Finance staff has prepared a proposed budget schedule for the upcoming 2022/2023 Budget Year. Finance is seeking any City Council direction and guidelines for the upcoming 2022/2023 Budget preparation.

RECOMMENDATION:

City Council to provide any feedback on requested date conflicts or changes. Provide any direction, guidelines or feedback for Budget preparation and schedule.

FY 2022-2023 PROPOSED BUDGET SCHEDULE

Tuesday, April 26 Council Meeting – Review Schedule / Budget Direction at Council Meeting.

Monday, May 2 Budget Kick-Off memo sent out to Departments regarding the budget

process. Finance Department will provide Departments with general

information on how the budget process will proceed for FY 2022-23.

Wednesday, May 25 Department heads submit budgets. All budget requests must be submitted

to the Director of Finance by COB (Close of Business).

End of May Preliminary Values Received from the Appraisal District.

Thursday, June 2 Director of Finance presents draft budget to City Manager. Director of

Finance briefs the City Manager on departments' requests in comparison to revenues and provides the City Manager with a draft budget for review.

June 6-17 City Manager meets with each Department to review budget and priorities.

Times & Dates TBD

Frances Aguilar Walter Reeves Lindsay Koskiniemi Megan Mainer Assist P&R Dir Finance Director Tenecha Williams Jeff Sifford Hector Renteria Colleen Martin Martha Eighme Lupe Valdez Chris Dahlstrom Scott Myers Glenn LaMont Patty Swords

Chloe Campbell Jason Crews

Friday, July 1 City Manager submits copies of the proposed budget to the City Secretary

for distribution to all interested persons.

Friday, July 1 City Council receives draft budget for review. The City Charter requires the

City Manager, between 60 and 90 days prior (July 1-August 1) to the beginning of each fiscal year, or as soon as practicable after all necessary information is obtained from the county appraisal and taxing authorities to

present council a proposed budget.

Saturday, July 9 First Budget Workshop with City Council.

Chris Whittaker / Finance Director – General Overview, Revenues, Tax Rate,

Personnel & Benefits. Utility Billing as part of Water.

Walter Reeves – Development Services Department.

Megan Mainer – Parks Department, ABLC, Angleton Recreation Center,

Keep Angleton Beautiful (KAB) Events, Street / Park ROW.

Scott Myers – Fire Department, Angleton Emergency Services District #3

Jeff Sifford – Public Works, Water, Sewer, and Plant Operations.

Lupe Valdez – Police Department, Animal Services, Police Donations, Animal

Control Donations, Police Drug Confiscation.

Saturday, July 9 Martha Eighme – Economic Development, Community Events, Hotel/Motel,

Downtown Revitalization.

Tuesday, July 12 Council Meeting – Second Budget Workshop with City Council.

Frances Aguilar – City Secretary, City Council, Municipal Court, Municipal

Court Technology, Municipal Court Security, Child Safety.

Colleen Martin - HR Department.

Glenn LaMont – Emergency Management Department.

Jason Crews – I.T. Department.

Chris Whittaker – Administration, Capital Projects Fund.

Finance Director— Finance Department, Debt Service, Capital Expense Revolving, Capital Replacement funds, Unemployment fund, City Employee

fund, TIRZ No. 1 & 2, Tax, Non-dept.

Council Meeting – Discuss tax rate. Take a record vote to propose a tax rate. Governing body must schedule and announce date, time, and location of

public hearing on tax rate.

End of July Certified values received from Appraisal District.

Tuesday, August 9 Council Meeting – Third and Final Budget Workshop with City Council.

Follow-up on any outstanding items and revisit departments, as necessary.

Tuesday, August 16 The notice must appear at least five days before the meeting or public

hearing. In addition, the governing body of a taxing unit may not hold a public hearing on a tax rate or hold a meeting to adopt a tax rate until the 5th day after the Appraisal District has complied with Texas Property Tax

Code Section 26.05(d-1).

Tuesday, August 23 Council Meeting/Public hearing on the tax rate. Must announce time and

location that tax rate will be approved.

Tues, September 13 Council Meeting – Council considers adopting the Budget and Tax Rate. Take

a record vote to propose a tax rate.

City Secretary files copy of the budget with Brazoria County Clerk. Finance

Department sends a copy of the approved budget to each department.

Martha Uploads Adopted Budget to City Website.