



CITY OF ANGLETON
CITY COUNCIL REGULAR MEETING
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JANUARY 26, 2021 AT 6:00 PM

AGENDA

Mayor | Jason Perez
Mayor Pro-Team | 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 CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, JANUARY 26, 2021, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

In accordance with an Order of the Office of the Governor issued March 16, 2020, this meeting scheduled is in person and open to the public at The City of Angleton Council Chambers located at 120 S. Chenango Street Angleton, Texas 77515. In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19), seating will be limited to 50% Fire Code capacity or 24 people to allow for 6 feet of separation.

Citizens who wish to attend the Meeting in person must abide by the following requirements:

- Do not enter the building if you are having symptoms. Go home.
- Maintain a minimum distance of 6 feet from other citizens.
- Families or persons traveling together may sit together but maintain social distancing from others.

The City will be using a telephone/video conferencing tool called ZOOM to make the meeting available to the public. You have several options to participate:

1. Click the link to join the webinar: <https://zoom.us/j/321262155> Meeting ID: 321-262-155
2. Phone in at 888 475 4499 or 877 853 5257 and enter Meeting ID: 321-262-155
3. Download the ZOOM app to your phone and enter Meeting ID: 321-262-155

This meeting will also be live-streamed on Facebook Live at <https://www.facebook.com/cityofangleton/>.

The public will be permitted to offer public comments on each agenda item by emailing the City Secretary at citysecretary@angleton.tx.us by Monday at 5:00 p.m., prior to the meeting. The request must include the meeting title, speaker's name, address, and the agenda item number.

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.

CONSENT AGENDA

1. Discussion and possible action to accept the bid from Jaco Roofing & Construction, Inc. and authorize the City Manager to execute the Reroof Proposal.
2. Discussion and possible action on an interlocal agreement with Brazoria County Drainage District No. 1, A/K/A Angleton Drainage District to raise the levy at the Sebesta Road Wastewater Treatment Plant.
3. Discussion and possible action on Resolution 20210126-003 approving the Assignment and Sale Agreement between Angleton Green Trails, LLC. and Texas PID Financing I, LLC.

PUBLIC HEARING

4. Conduct a public hearing and possible action on Resolution No. 20210126-004 designating certain officials as being responsible for, acting for, and on behalf of the City in dealing with the Texas Parks & Wildlife Department, for the purpose of participating in the Recreational Trails Grant Program; certifying that the City is eligible to receive program assistance; certifying that the City matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses; and providing an effective date.
5. Conduct a public hearing and possible action on Resolution No. 20210126-005 designating certain officials as being responsible for, acting for, and on behalf of the City in dealing with the Texas Parks & Wildlife Department, for the purpose of participating in the Recreational Trails Grant Program; for the purpose of participating in the Boating Access Grant Program; certifying that the City is eligible to receive program assistance; certifying that the City matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses; and providing an effective date.

REGULAR AGENDA

6. Discussion and possible action on the Broadband Initiative.
7. Discussion on Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ).

8. Discussion and possible action on a request from the developer of Heritage Oaks Section 7 to defer acceptance of the required public improvements until after recording of the final replat.
9. Discussion and possible actions on any of Governor Abbott's latest executive orders, Brazoria County's emergency declarations and impact on the City of Angleton and how to proceed with city business in the future.

EXECUTIVE SESSION

The City Council will now convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

10. Consult with the City Attorney regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts" with the Act, pursuant to Section 551.071(2) of the Government Code.
11. Deliberate economic development, pursuant to Section 551.087 of the Government Code.

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

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, January 22, 2021 by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, CMC
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 faguilar@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/26/2021

PREPARED BY: Geri Gonzales and Megan Mainer

AGENDA CONTENT: Discussion and possible action to accept the bid from Jaco Roofing & Construction, Inc. and authorize the City Manager to execute the Reroof Proposal.

AGENDA ITEM SECTION: Regular Agenda

BUDGETTED AMOUNT: NA

FUNDS REQUESTED: \$217,127

FUND: 60-100-199

EXECUTIVE SUMMARY:

City staff has completed a bid process to secure the lowest pricing with best guarantee of workmanship and water tightness to re-roof the flat areas of roofing over the Recreation Center approximating 30,000 square feet. As you are aware, the roof is original to the building’s construction.

The City requested bids for turnkey pricing utilizing pre-negotiated cooperative purchasing agreements. A total of four (4) bids were received, some including alternatives to roof replacement. Bids ranged in price from \$217,127 to \$690,986.92 for full roof replacement of all flat areas of the roof. The lowest bid, with best guarantee and shortest completion time was from Jaco Roofing and Construction, Inc.

One addendum was issued extending the date to submit bids. Because the City utilized purchasing cooperatives to obtain turnkey pricing, formal bidding was not required, however, the process was conducted with formal bidding practices to obtain the most competitive pricing and product guarantee, as the project scope changed considerably as additional information was learned.

A summary bid tabulation is attached for your review.

Additionally, Human resources requested the Additional Insured Endorsement form listing the City as an Additional Insured which was provided and enclosed as supporting documentation.

RECOMMENDATION:

Staff recommends City Council approve the bid from Jaco Roofing & Construction, Inc. and authorize the City Manager to execute the Reroof Proposal.

**CITY OF ANGLETON
 BID TABULATION - TURNKEY PRICING**

PROJECT:	P-102020
OWNER:	CITY OF ANGLETON PARKS DEPARTMENT
LOCATION:	CITY OF ANGLETON RECREATION CENTER
BID DATE:	WEEK OF 31 AUGUST 2020
ORIGINAL BID TIME:	22 SEPTEMBER 2020 @ 14:00
ADDENDUM (1):	EXTEND BID TIME
FINAL BID TIME (ADDENDUM 1)	13 NOVEMBER 2020 @ 17:00

BIDDER	BID BOND	BASE BID (INCLUDING BOND)	ALTERNATE BID (1)	ALTERNATE (2)	WARRANTY	NOTES	DAYS TO COMPLETE
1. MILLENIUM PROJECT SOLUTION, INC.	YES	\$ 690,986.92	\$ 395,296.26	\$ 151,595.71	20-YR WATER TIGHTNESS, 2-YR WORKMANSHIP	Base bid - Re-roof, Alt 1 - Layover, Alt 2 - Coating System	60
2. CONSTRUCTION MASTERS OF HOUSTON	YES	\$ 361,763.13	-	-	20-YR WATER TIGHTNESS, 2-YR WORKMANSHIP		45
3. D7 ROOFING & METAL, LLC.	YES	\$ 424,710.00	\$ 283,730.00	-	20-YR WATER TIGHTNESS, 2-YR WORKMANSHIP	Base bid - re-roof, Alt 1 - moisture scan, replacement of saturated materials, and application of protective coating system	120/60
4. JACO ROOFING & CONSTRUCTION INC.	YES	\$ 217,127.00	-	-	20-YR WATER TIGHTNESS AND WORKMANSHIP		30

Addenda G - Bid Submission Checklist

Only items marked with an X are applicable to this bid. If additional information is needed, please contact the project coordinator identified in this document Vendor must initial each required task as it is completed. Vendor must include this form as the cover page to the bid submittal.

Vendor Name: Millennium Project Solutions, Inc.					
Individual submitting: Keith Wallace					
Contract Number P-102020					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
X	General Specifications and Acknowledgement	KW	X	References	KW
X	Bid Tabulation Form	KW	X	Statement of Bidders Qualifications	KW
X	Bid Certification	KW	X	Bid Bond-5% of value of bid	KW
X	Addendum Acknowledgment	KW	X	Sub-Contractor List	KW
X	Signed-Site Visit Form	KW	X	Signed Conflict of Interest Questionnaire (CIQ)	KW
After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required					
Required		Acknowledged	Required		Acknowledged
X	Form 1295 – “Certificate of Interested Parties”	KW	X	Payment Bond This applies to bids that exceed \$25,000	KW
	Performance Bond Requirements. This applies to bids that exceed \$100,000		X	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	KW
X	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	KW			

**City of Angleton Recreation Center Partial Roof Replacement
Bid Tabulation Form**

PROJECT	UNIT	# UNITS	COST
Remove and replace existing roof material (+/- 16,675 SF) at the Angleton Recreation Center. Project includes all materials, and installation of roof material.	LUMP SUM	1	680,576.92
Removal and replacement of any damaged plywood decking. - match existing	PER SHEET	To be determined by contractor	No change
Remove and replace 6 areas of damaged fascia board and paint to match.	LINEAR FOOT	To be determined by contractor	No change
BID BOND	LUMP SUM	1	No change
PAYMENT BOND	LUMP SUM	1	10,410.00
TOTAL			690,986.92
DAYS TO COMPLETE PROJECT			60 Days

City of Angleton Recreation Center Partial Roof Replacement Bidder Acknowledgement

I, Keith Wallace, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.


Signature

Estimator

Title

14026 FM 2100 Ste. C Crosby, TX 77532
Address

estimating@mps-team.com
E-mail address

9/23/2020
Date

Keith Wallace
Name (please print)

Millennium Project Solutions, Inc.
Company Name

281-328-2200
Phone Number

832-210-4137
Cell Phone Number

Mailing Address:
14026 FM 2100, Suite C
Crosby, TX 77532



Office: 281-328-2200
Fax: 281-328-2251
estimating@mps-team.com

(HUB/ NWBOC Certified Company)

Date: September 25, 2020

Choice Facility Partners ID: 20/017MR-14
Proposal # Y20-P162

City of Angleton – ARC Partial Roof Replacement of Recreation Center

Lindsay Koskiniemi
 Project Manager
 City of Angleton

Lindsay,
 Millennium Project Solutions (MPS) is pleased to provide the following JOC Proposal inclusive of attachments. After careful consideration, our proposed scope and amount is as follows:

Scope of Work: Re-Roof

1. Mobilize personnel, equipment and material to jobsite.
2. Remove roofing materials down to metal deck
3. Install new ½" coverboard
4. Mechanically fasten 4 ½" new insulation
5. Fully adhere new tapered insulation, slope ¼" per foot
6. Mechanically fasten new 60mil TPO
7. Remove existing coping metal and metal flashings from old system
8. Install new prefinished metal coping cap
9. Install new metal flashings as per manufacturers guidelines and regulations
10. Properly remove and dispose of all construction debris
11. Issue 20-year manufacturer's warranty
12. Issue two-year workmanship warranty
13. Clean up and demobilize upon project acceptance.

Amount: \$690,986.92

(MPS reserves the right to withdraw this offer if not accepted within 30 days from the date of this proposal)

Mailing Address:
14026 FM 2100, Suite C
Crosby, TX 77532



Office: 281-328-2200
Fax: 281-328-2251
estimating@mps-team.com

(HUB/ NWBOC Certified Company)

Date: September 25, 2020

Choice Facility Partners ID: 20/017MR-14
Proposal # Y20-P162

Scope of Work: Layover System

1. Mobilize personnel, equipment and material to jobsite.
2. Release cut existing membrane
3. Mechanically fasten new ½" cover board
4. Mechanically fasten new 60mil TPO
5. Remove all metal coping and flashings from previous system
6. Provide and install new prefinished coping metal and new flashings as per manufacturers recommendations
7. Properly remove and dispose of all construction debris
8. Issue 20-year manufacturer's warranty
9. Issue two-year workmanship warranty
10. Clean up and demobilize upon project acceptance.

Amount: \$395,296.26

(MPS reserves the right to withdraw this offer if not accepted within 30 days from the date of this proposal)

Scope of Work: Coating System

1. Identify existing leaks, make repairs prior to washing
2. Power wash roof sweep/squeegee dry
3. Seal areas of concern with silicone mastic
4. Install 35 dry mils of high solids silicone roof coating
5. Install walk ways around units and roof hatch
6. Properly remove and dispose of all construction debris
7. Issue 20-year manufacturer's warranty
8. Issue two-year workmanship warranty

Must be completed before the end of 2020

Amount: \$151,595.71

(MPS reserves the right to withdraw this offer if not accepted within 30 days from the date of this proposal)

Mailing Address:
 14026 FM 2100, Suite C
 Crosby, TX 77532



Office: 281-328-2200
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 estimating@mps-team.com

(HUB/ NWBOC Certified Company)

Date: September 25, 2020

Choice Facility Partners ID: 20/017MR-14
Proposal # Y20-P162

Clarifications:

1. Work to be performed under our Choice Facility JOC, contract #20/017MR-14
2. Total OP column is generated from RS Means program and is in no way manipulated.
3. All work to be performed on normal hours Monday thru Friday.
4. Payment terms are net 30.
5. Price is good for 30 days, cost of material due to change.
6. Completion of project will take approximately 8 weeks.
7. Amounts shown are after MPS standard coefficient and bonds have been added.

Exclusions:

1. Anything not specifically listed in this proposal.
2. Unforeseen conditions.
3. Applicable taxes.

Proposal Conditions:

1. The line items that determine the scope of work herein must be accepted in whole and not in part unless prior negotiations have been made between Millennium Project Solutions, INC and Customer. Unforeseen conditions.
2. If this Proposal is accepted, the Scope of Work, Clarifications and Exclusions noted herein will be incorporated into any contract and /or agreement signed by Millennium Project Solutions pertaining to this Scope of Work.

Respectfully Submitted:

Montana L. Morgan

Montana Morgan – Estimator

Phone | 281.328.2200 **Fax** | 281.328.2251 **Cell** | 281-635-3221



General Specifications and Acknowledgment

Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	KW
2	A walk-through is required and the site visitation form shall be submitted with this bid. (Attached)	KW
Working in Angleton		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	KW
Standard of Conduct		
4	A "working day" is defined as any day, not legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principle units of the Work for a continuous period of not less than seven (7) hours during the twelve (12) hours between 7:00 AM and 7:00 PM. A "calendar day" is defined as any day indicated on the calendar, including Saturdays, Sundays and holidays.	KW
5	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	KW
6	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	KW
7	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	KW
8	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.	KW
9	Equipment must be well maintained and in good condition.	KW
Contractor's Responsibility		
10	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. City of Angleton permit fees will be waived.	KW
11	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction.	KW
12	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape or any vehicles parked at the facilities that occurred because of the contractor performed work.	KW

13	Contractor is responsible for the location of Right of Way and surrounding property lines to maintain that all construction will be contained wholly within City of Angleton's pathway easement.	KW
14	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	KW
15	Contractor is responsible for the legal disposal and cost of debris removal.	KW
16	Bidders should carefully examine the bid documents, specifications and other documents, visit the site of the work and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.	KW
17	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project and shall not store any materials on jobsite.	KW
18	Contractor shall verify all field conditions with City of Angleton.	KW
19	All construction management and administration shall be included.	KW
20	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	KW
Insurance and Taxes		
21	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	KW
22	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Its required that the required insurance be maintained at all times during the performance of the contract.	KW
23	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	KW
24	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	KW
25	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	KW
Communication		
26	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	KW
Bonds		

27	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 5% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	KW
28	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost (s).	KW
Sub-contractors		
29	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	KW
Certificate of Interested Parties & Conflict of Interest Questionnaire		
30	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of City of Angleton must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	KW
31	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	KW
Compliance with Laws		
32	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	KW
33	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	KW
34	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	KW
35	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by City of Angleton and can be found on City of Angleton website at http://www.thewoodlandstowship-tx.gov/bids.aspx	KW
36	All work, repairs, preventative maintenance and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	KW
37	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	KW

	Payment	
38	Partial payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor, less than ten percent (10%) of the amount thereof, which shall be retained until final payment.	KW
	Qualifications	
39	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description Project start and end dates Client project manager name, telephone number and e-mail address	KW
40	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	KW
41	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	KW
42	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	KW
	Warranty	
43	Standard manufacturer's installers warranty on materials for surfacing materials. Warranties shall be 20 years for structural integrity of roof, and three years for assembly/install workmanship, unless longer warranties are normally supplied.	KW
44	Include expected life cycle of the proposed materials with submittal.	KW
	Approvals	
45	An award of contract is subject to City of Angleton Board of Directors approval.	KW
	Value Engineering	
46	If necessary, at the request of Angleton, selected contractor will coordinate with Angleton a value engineering exercise to maintain probable cost within the established budget to insure project durability and quality.	KW
	Project Timeline	
47	Bid Due Date – October 23, 2020 Project Complete: project must be completed by January 8, 2021	KW
	Project Scope	
48	All construction management and administration shall be included.	KW

49	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Interior access to the building will be required by the City during the project. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	W
50	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during construction.	W
51	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	W
52	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision to remove, install, and to properly dispose of an existing main lower roof area. All materials installed shall be new and unused and in accordance with the specifications contained, herein. No materials are to be re-used, no matter of their condition or suitability.	W
53	<p>Projects includes materials, equipment, labor and supervision to remove and replace the main lower roof area on approximately 16,675 sq. ft. area of the Recreation Center roof, located at 1601 N. Valderas St., Angleton, TX.</p> <ul style="list-style-type: none"> • Remove existing main lower roof. Contractor solely responsible for disposal in accordance with all applicable state, federal or local laws, regulations or requirements. • Provide and install new fascia bar with metal fascia trim and paint to match if applicable. • Provide and install new walk pads. • New insulation is to be installed throughout main lower roof area. • Accessories to make system complete such as but not limited to prefabricated curbs, boots, parapet sheets, screws, caulk, plates, etc. per supplies manufacturer's specifications. • Remove and replace any damaged plywood decking. • Provide 20-year water tightness warranty and a 2-year workmanship warranty. • All work shall meet current International Building Code (IBC) requirements. <p>Metal portions of the roof are NOT part of the scope for this project</p>	W
54	Contractor will coordinate all electrical and lighting work with Owner's Electrical Contractor. All electrical and lighting to be performed by City of Angleton (Owner).	W

Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://www.angleton.tx.us/>.

Addenda A *KW Walker* Date Received 9 / 22 / 2020
MM DD

Addenda B *KW* Date Received 9 / 22 / 2020
MM DD

Addenda C *KW* Date Received 9 / 22 / 2020
MM DD

Addenda D *KW* Date Received 9 / 22 / 2020
MM DD

Addenda E *KW* Date Received 9 / 22 / 2020
MM DD

Addenda F *KW* Date Received 9 / 22 / 2020
MM DD

Addenda G *KW* Date Received 9 / 22 / 2020
MM DD

Addenda H *KW* Date Received 9 / 22 / 2020
MM DD

Addenda I *KW* Date Received 9 / 22 / 2020
MM DD

Addenda A - City of Angleton Recreation Center Partial Roof Replacement Site Visitation Form

There will no formal walkthrough of the park; however, a walk-through of the site is required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deemed unresponsive.

I, Keith Wallace, certify that I inspected the site regarding the **City of Angleton Recreation Center Partial Roof Replacement** at the Angleton Recreation Center, located at 1601 N Valderas, Angleton, TX 77515.

9/10/2020
Date of Visit


0 am/pm
Time of Visit

Keith Wallace
Signature

Keith Wallace
Name (please print)

Millennium Project Solutions
Company

Addenda B - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.007(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
1	<p>Name of vendor who has a business relationship with local governmental entity.</p> <p>Millennium Project Solutions, Inc.</p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	<p>Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">None</p> <p style="text-align: center;">_____ Name of Officer</p>	
4	<p>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center;">None</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
5	<p>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center;">None</p>	
6	<p><input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
7	<p></p> <p>Signature of vendor doing business with the governmental entity</p>	<p>9/23/2020</p> <p>Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
 (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Addenda C References

Please provide information from three (3) references

1. Agency/Company: *Texas State University*
 Contact Name: *W Hall*
 Contact Phone: *512-753-9745*
 Project description *Blanco Hall Roof Replacement*
 Project start and end dates *3/2017-5/2017*

2. Agency/Company: *Vannatt Charter School*
 Contact Name: *Robert Pope*
 Contact Phone: *713-247-9930*
 Project description *Renovations of T Buildings*
 Project start and end dates *2/2017-5/2017*

3. Agency/Company: *Channelview ISD*
 Contact Name: *Agustin Junior High Renovations: Sitework and paving of a parking lot*
 Contact Phone: *832-344-8212*
 Project description *Holland Kunc*
 Project start and end dates *5/2020-9/2020*

Addenda D Statement of Qualifications

DATE SUBMITTED 9/23/2020

All questions must be answered, and the data given must be clear and comprehensive. ***This statement must be notarized.*** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm Millennium Project Solutions, Inc.

2. Permanent main office address 14026 FM 2100 Ste. C Crosby, TX 77532

3. If a corporation, where incorporated Texas

4. How many years have you been engaged in the tree lighting install and maintenance service business?
Under what firm or trade names and how long under each?

21 years
Millennium Project Solutions, Inc.

5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):

See attached "Current Project Experience"

6. Are you licensed as Contractor in the State of Texas? Yes X No If "Yes", please provide Contractor numbers?

7. General character of work performed by your firm General Contracting

8. Has your firm ever failed to complete any work awarded to you? Yes No X If "Yes", where and why?

9. Has your firm ever defaulted on a contract? Yes No X If "Yes", where and why?

10. List 5 projects of similar size and scope:

Firm Name	Contract	Value	Contact Information
1. Texas State - Blanco Hall Roof Replacement	\$979,736.85	CJ Hall 512-753-9745	Cjhall@txstate.edu
2. Dayton Christian Center Church Build Out	\$1,960,580.89	David Hilton 936-391-0060	hiltonrodeo@gmail.com
3. Accutrans Interior Renovation	\$864,075.00	Shon Norwood 713-473-8100	snorwood@accutransinc.com
4. Varnett Charter School Renovations	\$652,265.66	Robert Pope 713-247-9930	Rpope@q3management.com
5. Channelview ISD Aguirre Junior High Renovations	\$762,499.00	Rolland Kunc 832-344-8212	Rolland.kunc@cvisd.org

11. Are any lawsuits pending against you or your firm at this time? Yes No If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations? Yes No If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT _____, this 13 day of 9, 2020.

Keith Wallace

(Name of Bidder)

By Keith Wallace

(Signature)

Title Estimator

Addenda E Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name	Subcontractor's Type of Work
Brazos Urethane	Roofing

If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED.
The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from City of Angleton.

Addenda F Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - (1) XCU Coverage,
 - (2) Contractual Liability Coverage,
 - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or subcontractors.
- d. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- e. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - (1) City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - (2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - (3) A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.
 - (4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
 - (5) All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - (6) All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - (7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

- (8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
- (9) Insurance must be purchased from insurers that are financially acceptable to City of Angleton.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Millennium Project Solutions, Inc.
Crosby, TX United States

Certificate Number:
2020-670951

Date Filed:
09/23/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Angleton

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

P-102020
Recreation Center Partial Roof Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morgan, Luke	Crosby, TX United States	X	
	Morgan, Mary	Crosby, TX United States	X	

5 Check only if there is NO Interested Party.

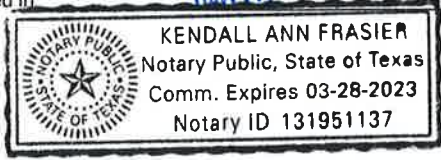
6 UNSWORN DECLARATION

My name is Kendall Frasier, and my date of birth is 7/14/1994.

My address is 79 Road 460, Danjan, TX, 77535, US.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 23 day of September, 2020.
(month) (year)



KW Walker
Signature of authorized agent of contracting business entity (Declarant)

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

SURETY (Name, legal status and principal place of business):

Millennium Project Solutions, Inc.
14026 FM 2100, Suite C
Crosby, TX 77532

United Fire & Casualty Company
P. O. BOX 73909
Cedar Rapids, IA 52407

OWNER (Name, legal status and address):

City of Angleton
121 S. Velasco St.
Angleton, TX 77515

Bond Amount: Five Percent of the Greatest Amount Bid (5% GAB)

PROJECT: (Name, location or address, and Project number, if any):

ARC Partial Roof Replacement of Recreation Center, Angleton, TX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond ninety (90) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of September, 2020

Dana Morris
(Witness)

(Seal)

Millennium Project Solutions, Inc.
(Principal)

Mary Morgan
(Name & Title): President

United Fire & Casualty Company

(Surety)

Sandra Lee Roney
(Name & Title): Sandra Lee Roney, Attorney-in-Fact



[Signature]
(Witness)

(Seal)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dept. Item 1.
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SAMMY JOE MULLIS, JR., JOHN WILLIAM NEWBY, TROY RUSSELL KEY, DEBRA LEE MOON, SANDRA LEE RONEY, ANDREA ROSE CRAWFORD, MARLA HILL, HOWARD COWAN, SUZANNE ELIZABETH NIEDZWIEDZ, CHERI LYNN IRBY, JOSHUA D. TRITT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 3rd day of December, 2019

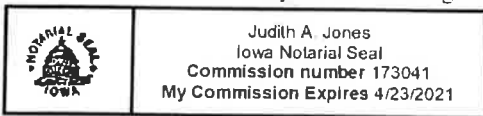
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

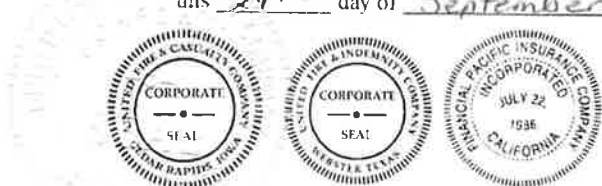
On 3rd day of December, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

in testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of September, 2020



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call United Fire Group's toll free telephone number for information or to make a complaint at:
 800-343-9130

You may also write to United Fire Group at:

United Fire Group
 Attn: Surety Department
 P.O. Box 73909
 Cedar Rapids, IA 52407-3909

-or street address-

United Fire Group
 Attn: Surety Department
 118 Second Avenue SE
 Cedar Rapids, IA 52401

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

800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
 P.O. Box 149091
 Austin, TX 78714-99091
 Fax: (512) 490-1007 Web: www.tdi.texas.gov
 Email: ConsumerProtection@tdi.texas.gov

Premium or Claim Disputes:

Should you have a dispute concerning your premium or about a claim, you should contact United Fire Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

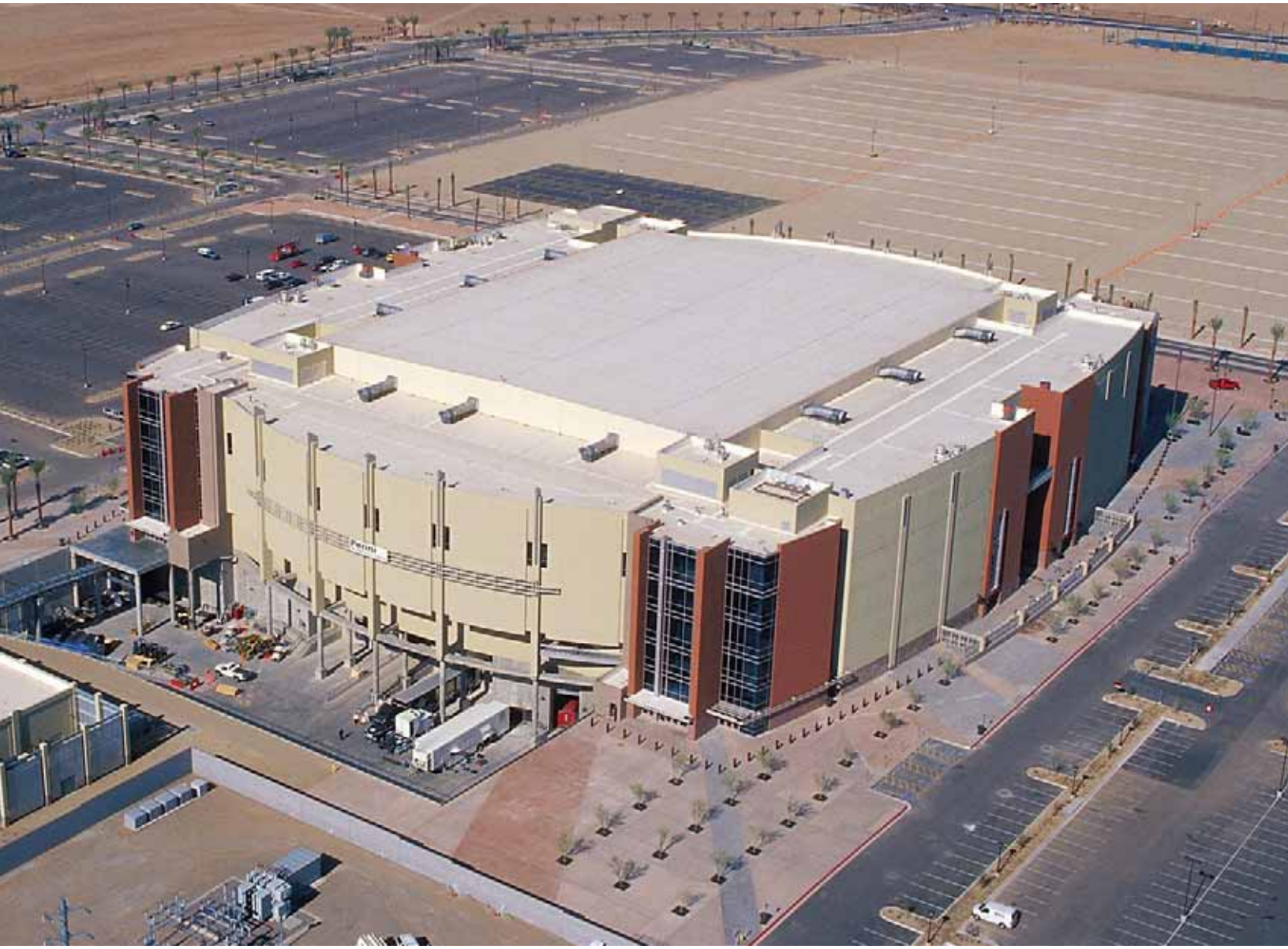
ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253.021, Governmental Code, and Section 53-202, Property Code.

Sure-Weld[®] TPO

Roofing Systems



The Industry's Premier Heat-Weldable Roofing System



Experience the Carlisle Difference

In the 1960s, Carlisle SynTec Systems pioneered the single-ply roofing industry with the introduction of its Sure-Seal® EPDM membrane. Since that time, Carlisle has been recognized as the trusted provider of the most dependable and longest-lasting single-ply roof systems on the market.

Today, Carlisle's product offering has expanded to include Sure-Weld TPO, Sure-Flex™ PVC, and FleeceBACK® membranes, as well as a full line of complementing accessories. And while the company's primary focus is on producing innovative low-slope commercial roofing membranes and accessories, Carlisle also provides insulation, metal roofing, coatings, skylights, pavers, and edge metal. Carlisle also makes its own adhesives, primers, and membrane cleaners and is a leading provider of Roof Garden systems.

Carlisle's signature products have been installed on a wide range of buildings around the world, including schools, hospitals, warehouses, and cold-storage facilities. With tens of billions of square feet of roofing materials sold and installed, Carlisle continues to lead the industry by providing its valued customers with innovative products, services, and warranty options. Whatever your roofing needs, Carlisle has a system – and an answer – for you.

After All These Years, There's Still No Equal

TPO is the fastest-growing segment in the commercial roofing industry, and many companies offer TPO single-ply membranes. Unfortunately, not all TPO is created equally. Your building deserves a TPO roofing system from the manufacturer that has been at the forefront of TPO research, development, and technology: Carlisle SynTec Systems.

Why Sure-Weld TPO?

Carlisle's Sure-Weld TPO membrane is comprised of three layers –a strong, polyester-reinforced fabric center (scrim) encapsulated between the TPO-based top and bottom plies. Because the top ply is the most vital membrane component for long-term weathering characteristics, Carlisle manufactures its membranes with an industry-leading thicker and smoother top ply. The smooth surface resists dirt pick-up and biological growth better than other thermoplastic membranes.

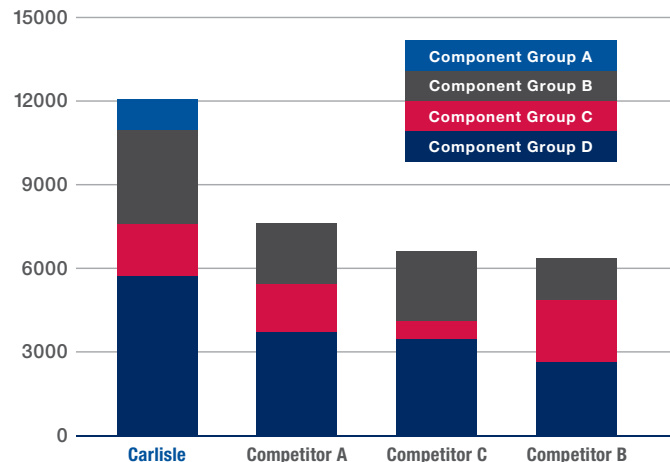
OCTAGUARD XT™ WEATHERING PACKAGE

All Carlisle's Sure-Weld TPO membranes and accessories are manufactured with its high-performance OctaGuard XT weathering package. OctaGuard XT weathering package technology is comprised of eight performance-enhancing ingredients, including three heat-stabilizing antioxidants and three UV light stabilizers as well as organic and inorganic UV absorbers. When combined, these eight ingredients provide a weathering package second to none in the TPO industry.

Benefits of a Carlisle Sure-Weld TPO roof system featuring the OctaGuard XT weathering package include:

- » Cleaner surface
- » Long-term energy efficiency in warm, southern climates
- » Greater weather resistance
- » Improved long-term performance
- » Heat and UV resistance

WEATHERING PACKAGE
CHEMICAL ANALYSIS



OCTAGUARD XT
WEATHERING PACKAGE



ENERGY-EFFICIENCY

Carlisle’s white and tan Sure-Weld TPO membranes are ENERGY STAR® qualified, Cool Roof Rating Council (CRRC) certified, and California Title 24 compliant. The high reflectivity of Carlisle’s TPO can significantly reduce air-conditioning costs, particularly for buildings in hot climates. Most manufacturers can produce a white product, but the true measure of how the membrane can reduce your building’s cooling costs is found in its three-year reflectivity test results. A smoother top ply and a formulation that resists dirt pick-up gives Carlisle’s TPO one of the highest three-year reflectivity values in the industry and enables Carlisle to offer a 10-year reflectivity warranty on all TPO membranes.

MEMBRANE FLEXIBILITY

TPO polymer is flexible in its original state prior to being converted to a membrane. This natural flexibility is maintained as the TPO membrane is exposed to extreme heat and UV. Also, this sheeting easily accommodates the building’s normal expansion and contraction.

FIRE RESISTANCE

Sure-Weld TPO roofing systems meet UL 790 requirements for external fire Class A ratings and UL P assemblies for internal hourly fire ratings. Consult the UL Building Material Directory for specific assemblies.

CHEMICAL RESISTANCE

Sure-Weld TPO membrane is highly chemical- and contaminant-resistant. Most liquids and chemicals exhausted onto the roof have no effect on the membrane.

WIND RESISTANCE

Sure-Weld TPO roofing has surpassed many of Factory Mutual’s wind resistance classifications, which consist of the most stringent standards in the industry. Refer to Carlisle’s Code Approval Guide for details.

ENVIRONMENT

Sure-Weld TPO membranes are 100% recyclable. All post-industrial scrap is recycled back into the product through an in-house process. Additionally, Carlisle offers recycling options for TPO membrane after usage through a partnership with Nationwide Foam. Carlisle’s White Sure-Weld TPO membranes are also NSF P151 certified as a rainwater catchment product. This certification ensures that rainwater that comes in contact with our Sure-Weld membrane will not impart contaminants into the water at levels that exceed U.S. Environmental Protection Agency (EPA) drinking water regulations or advisories.

INSTALLATION

Heat-welded systems are easy to install since minimal labor and few components are required. Sure-Weld TPO membrane welds at fast speeds — 10 to 15 feet per minute at moderate temperature settings. Sure-Weld TPO promotes one of the widest windows of weldability in the industry.



Refer to the Sure-Weld TPO Welding Guide for more information.

Innovative Enhancements

APEEL™ PROTECTIVE FILM



Carlisle's patented APEEL Protective Film guards the surface of TPO membrane from scuffs and dirt accumulation during installation, eliminating the need to clean the roof once the project is complete. Durable and easy to remove, APEEL Protective Film helps save time and labor, improves aesthetics, and increases customer satisfaction. Sure-Weld TPO membrane with APEEL Protective Film is ideal for re-roofing, re-cover, and new construction projects.

- » Tough protective film helps protect TPO membrane during the construction process
- » Eliminates the need to clean the roof after installation
- » Durable heat- and UV-resistant film will not splinter during removal
- » Film stays in place until you remove it
- » Film is easily removed by one person due to its manageable five-foot-wide size
- » Gray color helps the surface dry quickly and cuts down on glare

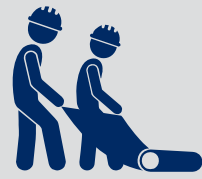


SELF-ADHERING TECHNOLOGY™ (SAT)

Carlisle's SAT TPO membrane combines the energy efficiency and durability you expect from Carlisle's Sure-Weld TPO with the easiest installation in the industry. Self-adhering technology saves labor and improves membrane performance, which translates into satisfied building owners. Years of extensive trials comparing various adhesives and substrates have resulted in a self-adhering TPO membrane with the perfect combination of high-performance adhesive and membrane from the industry leader in TPO manufacturing. This advanced membrane and adhesive combination, partnered with Carlisle's state-of-the-art manufacturing capabilities, offers consistent adhesion and a finished rooftop appearance void of wrinkles or blemishes.

- » Exclusive Lay-Flat Technology provides a wrinkle-free appearance and minimal expansion and contraction of the membrane providing superior performance
- » Consistent adhesive application provides uniform performance
- » No odors or VOCs to disrupt building occupants
- » Up to 80% labor savings when compared to traditional bonding adhesive
- » Cool roofing properties contribute to building envelope energy efficiency

SAT
Self-Adhering Technology



Position sheet **4 min.**



Remove release liner **2 min.**



Roll in sheet **6 min.**

Actual time
12 minutes
Compared to 42
minutes using
standard bonding
adhesive

THICKER IS BETTER

With such a wide variety of single-ply thermoplastic roofing membranes on the market, it can be difficult to know which one to choose. As the largest TPO supplier, Carlisle recognizes the importance of selecting a TPO membrane that will provide long-term protection for your building and its contents. While thinner membranes can be an attractive option due to their low installed costs, using a thicker membrane can be a simple and inexpensive way to extend your roof's service life and maximize return on investment.

For as little as a 4% increase in total installed cost, membrane thickness can be significantly upgraded. Thicker membranes are also eligible for longer warranties with enhanced coverage. Selecting a thicker membrane is a minimal expenditure that delivers a significant payoff. Return on investment is substantially improved, as increasing membrane thickness can extend the roof's service life by as much as 33%.

- » Thicker membranes contain up to 77% more weathering package than thinner membranes and provide greater resistance to UV degradation
- » Increasing membrane thickness provides better resistance to punctures and hail and 25% greater seam strength
- » Because they contain more weathering package, thicker membranes maintain their high reflectivity and smooth surface longer than thinner membranes
- » Increasing membrane thickness improves return on investment
- » Thicker membranes are eligible for additional warranty coverage and increased wind uplift performance on certain assemblies

4%
INCREASE IN
INSTALLED COST
45-mil to 60-mil



33%
INCREASE IN
PERFORMANCE

**Protect your assets with a thicker, stronger,
and longer-lasting TPO membrane!**

Protecting Your Investment

FLEECEBACK TPO MEMBRANE

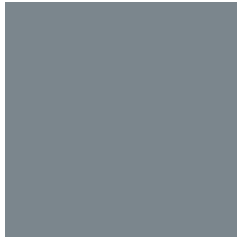
Looking for a membrane that offers extreme durability, puncture resistance and long-term performance? Carlisle's FleeceBACK TPO membrane is adhered to a strong 55-mil fleece that provides long-term protection against high winds, hail, and punctures, and is particularly well-suited for critical facilities, as well as for Roof Garden and solar applications. Carlisle's FleeceBACK TPO membrane is installed using FAST™ or Flexible FAST Adhesive for a VOC-free, quiet, low-odor, non-penetrating application that provides excellent durability, wind uplift performance, and hail resistance.

SPECIAL COLOR PROGRAM

Turn your roof into a canvas with Carlisle's TPO Special Color Program. The leader in single-ply technology offers more pre-formulated colors than any other manufacturer, with reinforced membrane available in 10' x 100' sheets and non-reinforced flashing available in 24" x 50' rolls.



Rock Brown



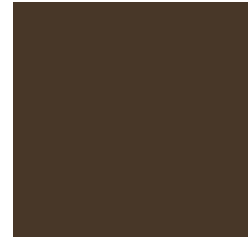
Slate Gray



Terra Cotta



Patina Green



Mansard Brown

Color samples printed here are approximations. For actual colors, request a sample of TPO Special Color membrane.



TOTAL SYSTEM WARRANTIES

Five-year to 30-year No Dollar Limit Total System Warranty coverage is available. Reflectivity, hail, and puncture warranties are also available upon request.

ACCESSORIES

The most critical and time-consuming portion of TPO roofing installations are made easier and faster with Sure-Weld Certified Fabricated Accessories. Sure-Weld accessories are heat-weldable and provide exceptional durability and weatherability while reducing labor costs.

Carlisle offers a wide variety of standard and custom-order accessories to accommodate even the most difficult and unique rooftop penetrations. No matter what details are present, you can be confident that Carlisle has an accessory to meet your needs. Every Carlisle accessory carries a Certified Fabricated Accessory (CFA) stamp of approval, so you know they are manufactured to the highest standards. These accessories save time and money during installation and help maintain the watertight integrity of every Carlisle TPO roofing system.



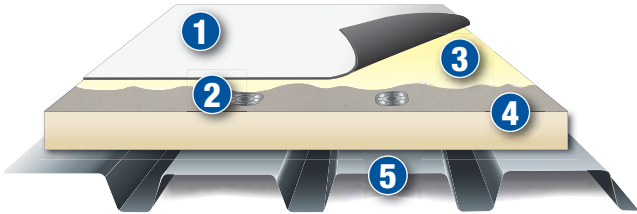
Sure-Weld TPO Roofing System Accessories:

- 1 Square Tubing Wraps
- 2 Split Pipe Seals
- 3 Molded Pipe Seals
- 4 Pressure-Sensitive Coverstrip
- 5 Pressure-Sensitive RUSS
- 6 Inside and Outside Corners
- 7 T-Joint Covers
- 8 Universal Corners
- 9 Molded Sealant Pockets
- 10 Walkway Rolls
- 11 Yellow Pressure-Sensitive Warning Strip
- 12 Curb Wrap Corners



TPO Typical Applications

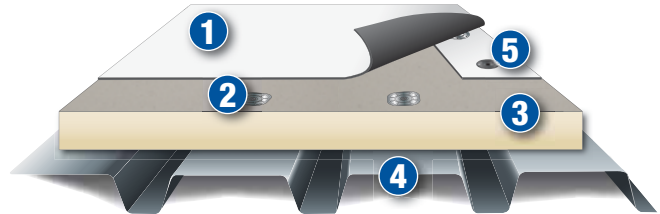
FULLY ADHERED TPO ROOFING SYSTEM



Typical Application

1. Sure-Weld TPO Membrane
2. Carlisle Insulation Fasteners and Plates
3. Sure-Weld TPO Bonding Adhesive
4. Acceptable Insulation
5. Approved Roof Deck

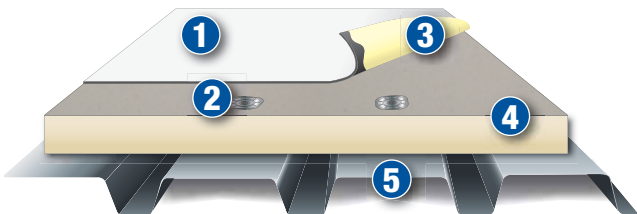
MECHANICALLY FASTENED TPO ROOFING SYSTEM



Typical Application

1. Sure-Weld TPO Membrane
2. Carlisle Insulation Fasteners and Plates
3. Acceptable Insulation
4. Approved Roof Deck
5. Membrane Fasteners and Plates

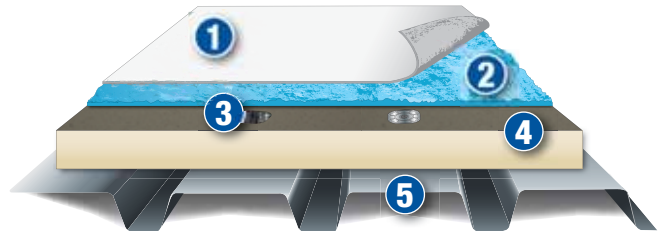
SELF-ADHERING TPO ROOFING SYSTEM



Typical Application

1. SAT TPO Membrane
2. Carlisle Insulation Fasteners and Plates
3. Pre-Applied Adhesive
4. Acceptable Insulation
5. Approved Roof Deck

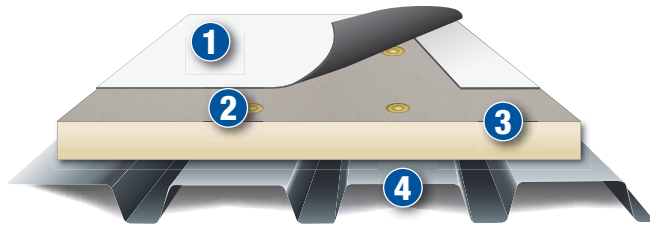
FLEECEBACK TPO ROOFING SYSTEM



Typical Application

1. FleeceBACK TPO Membrane
2. Flexible FAST Adhesive
3. Carlisle Insulation Fasteners and Plates
4. Acceptable Insulation
5. Approved Roof Deck

INDUCTION WELDED TPO ROOFING SYSTEM



Typical Application

1. Sure-Weld TPO Membrane
2. Induction Welded Fasteners and Plates
3. Acceptable Insulation
4. Approved Roof Deck

Typical Properties and Characteristics

Physical Property	ASTM D6878 Requirement	45-mil	60-mil	80-mil EXTRA
Tolerance on Nominal Thickness, % ASTM D751 test method	+15, -10	± 10	± 10	± 10
Thickness Over Scrim, in. (mm) ASTM D7635 optical method, average of 3 areas	0.015 min (0.380)	0.018 typical (0.457)	0.024 typical (0.610)	0.034 typical (0.864)
Breaking Strength, lbf (kN) ASTM D751 grab	220 (976 N) min	225 (1.0) min 320 (1.4) typical	250 (1.1) min 360 (1.6) typical	350 (1.6) min 425 (1.9) typical
Elongation Break of Reinforcement, % ASTM D751 grab method	15 min	15 min 25 typical	15 min 25 typical	15 min 25 typical
Tearing Strength, lbf (N) ASTM D751 proc. B 8 in. x 8 in.	55 (245) min	55 (245) min 130 (578) typical	55 (245) min 130 (578) typical	55 (245) min 130 (578) typical
Brittleness Point, °F (°C) ASTM D2137	-40 (-40) max	-40 (-40) max -50 (-46) typical	-40 (-40) max -50 (-46) typical	-40 (-40) max -50 (-46) typical
Linear Dimensional Change, % ASTM D1204, 6 hours at 158°F	± 1 max	± 1 max -0.2 typical	± 1 max -0.2 typical	± 1 max -0.2 typical
Ozone Resistance, no cracks 7X ASTM D1149, 100 pphm, 168 hrs	PASS	PASS	PASS	PASS
Water Absorption Resistance, mass % ASTM D471 top surface only 166 hours at 158°F water	± 3.0 max	± 3.0 max 0.90 typical	± 3.0 max 0.90 typical	± 3.0 max 0.90 typical
Factory Seam Strength, lbf/in (kN/m) ASTM D751 grab method	66 (290) min	66 (290) min	66 (290) min	66 (290) min
Field Seam Strength, lbf/in (kN/m) ASTM D1876 tested in peel	No requirement	25 (4.4) min 50 (8.8) typical	25 (4.4) min 60 (10.5) typical	40 (7.0) min 70 (12.3) typical
Water Vapor Permeance, perms ASTM E96 proc. B	No requirement	0.10 max 0.05 typical	0.10 max 0.05 typical	0.10 max 0.05 typical
Puncture Resistance, lbf (kN) FTM 101C, method 2031 (see supplemental section)	No requirement	250 (1.1) min 325 (1.4) typical	300 (1.3) min 350 (1.6) typical	400 (1.8) min 450 (2.0) typical
Properties After Heat Aging ASTM D573, 32 weeks @ 240°F or 8 weeks @ 275°F No cracking when bent around 3" diameter mandrel Weight Change, %	PASS No cracking ± 1.5 max	PASS No cracking 1.0 max	PASS No cracking 1.0 max	PASS No cracking 1.0 max
Typical Weights lb/ft ² (kg/m ²)		0.23 (1.1)	0.29 (1.4)	0.40 (2.0)

Typical properties and characteristics are based on samples tested and are not guaranteed for all samples of this product. This data and information is intended as a guide and does not reflect the specification range for any particular property of this product.

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SILICONE ROOF COATING RESTORATION (RCR) SYSTEM REMARKABLE COST SAVINGS FOR ANY SIZE PROJECT

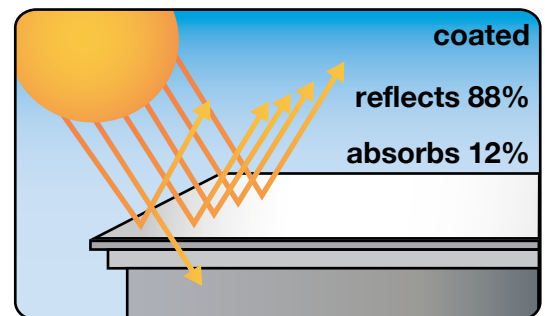
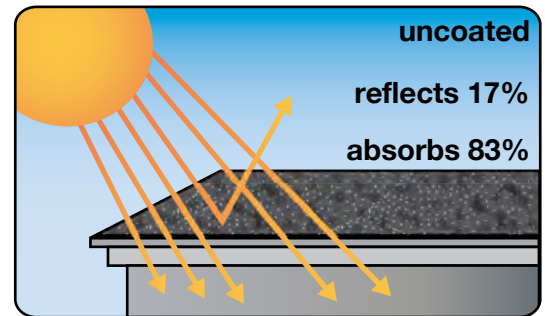
The Sustainable Option:

The hundreds of millions of square feet of single ply, metal and asphalt based roofs installed in the last few decades now have long-term renewal options. Historically, these roofing systems were not designed to last beyond the point of tear-off, disposal and replacement.

The Silicone Roof Coating Restoration (RCR) system works with your existing roofing system to repair, restore, and maintain a leak-free roof. This superior system is backed by a warranty up to 20 years.

ENGINEERED TO BE THE BEST OPTION AVAILABLE

- Progressive's proprietary formulation eliminates the use of primers, in most instances, providing superior coating adhesion
- Extends the life of your existing roof: concrete, modified bitumen, single-ply, metal roof panel, and smooth BUR
- Significantly lowers labor and materials costs
- Seamless systems reduce your ongoing maintenance costs
- Silicone is durable in extreme weather conditions and moderate ponding water



Sustainability and Simplicity



PROeco sil

SILICONE ROOF COATING

Pro Eco Sil HS 3200 Series High Solids, Low VOC Silicone Roof Coating is our “green,” one-component, moisture-curing silicone roof coating system.

With its high solids content and absence of hydrocarbon solvents, this coating can be applied in excess of 40 mils in a single coat without blistering, while maintaining maximum adhesion. The HS 3200 Series is available in white, tan, light gray, and dark gray. Custom colors are available upon request.

TRUE SUSTAINABILITY

- System application eliminates the need for tear-off and disposal
- Eliminates landfill waste
- Keeps the building interior safe from the elements during re-roofing
- Lower toxic emissions during installation
- Reduces energy costs by reflecting sunlight and radiant heat – keeping the roof surface cooler
- Contributes toward LEED credits
- Energy Star rated

THE RCR SYSTEM SCOPE OF WORK:

- Research history of roof
- Inspect existing roof system
- Identify all roofing problems
- Repair membrane & seam deviations
- Prepare & power-wash roof surface
- Apply Pro-Eco Sil HS 3200 silicone coating
- Inspect entire roof to ensure compliance with Progressive's specifications

Contact Progressive Materials for more detailed specifications on our roofing systems and to find a certified contractor near you.





PRO-GRIP WALKWAY SYSTEM
ABRASION RESISTANCE, NON-SKID SURFACE, UV RESISTANCE

Increase Your Roof's Durability:

Excessive foot traffic, dropping tools, storing equipment, and general wear and tear can all result in significant damage to your roof and decrease its overall performance. Most roofs are great at resisting the weather, but problems often arise once people get on the roof. That is why we developed the Pro-Grip Walkway System, designed to both enhance the abrasion resistance of your roof surface while also providing a non-skid walking surface.

SIMPLY THE BEST SOLUTION

There are many other systems designed to protect your roof and help it stand up to the wear and tear caused by regular use. In fact, many of these other systems work very well, but they all share the same problems: none of them are as simple as ours and they don't last for the duration of the warranty period.

Other systems often involve reinforcing your roof surface or installing a protective deck, both of which are complicated, time-consuming, and expensive. Our system, however, is made up of only two parts, can be installed in only four simple steps, can be completed in a day, and will last as long as the warranty on your roof does. That is why our system is the best choice for increasing your roof's durability: it is extremely simple and effective.

THE EFFECTIVE, EFFICIENT WALKWAY SYSTEM

Pro-Grip 700 Walkway Coating:

Our walkway system isn't a foray into a new industry for us; it's a natural extension of our existing silicone roof coatings. The first part of our walkway system - Pro-Grip 700 Walkway Coating - is a 100% silicone coating and is very similar to our other silicone coatings. The differences are its bright color and special high-build formulation. The coloring serves to identify exactly where the walkway is, and the high-build formulation permits thicker installation in a single application.

Pro-Grip 750 Walkway Granules:

The second half of our system is PG 750 Walkway Granules. The granules are the most important part of the equation. They are essentially tiny rocks that have been given a bright yellow color to match the PG 700 Walkway Coating. Once installed, the granules provide a rigid, flat surface that increases the roof's abrasion resistance, provides a non-skid surface for all workers and improves the UV resistance of the roof surface.

Pro-Grip Walkway System (continued)



Both the PG 700 Walkway Coating and the PG 750 Walkway Granules have been manufactured using only the most UV stable color pigments to maintain colorfastness.

INSTALLED IN A DAY

Our walkway system is installed using these 4 simple steps:

- Roll-apply the PG 700 Walkway Coating over the desired walkway area.
(Walkway areas - 25 mils | Impact resistant areas - 40 mils)
- Generously broadcast PG 750 Walkway Granules within a few minutes of coating application.
(Walkway areas - 40 lbs./square | Impact resistant areas - 60 lbs./square)
- Inspect the walkway surface a few minutes after granule application and re-apply as needed to obtain a continuous film of granules. There should be no areas of Walkway Coating not completely covered by granules.
- Once the coating has cured, remove all loose granules. For best results, use a small hand blower and a soft-bristled push broom.

THE VERSATILITY YOU'VE COME TO EXPECT

Like our other silicone products, the Pro-Grip Walkway System is not limited to roofs with silicone coatings. Our walkway system can provide many different surfaces with a rigid, durable, and effective walkway system, including:

- PVC, TPO, EPDM, Hypalon, Metal, Spray Foam, Silicone

Contact Progressive Materials for more detailed specifications on our roofing systems and to find a certified contractor near you.





**Re-Roofing
Redefined**



Commercial Roofing Recover Options

Choose the Roof that is Right For Your Building

Carlisle understands that every building is different and has unique requirements when it comes to choosing the right replacement roof. This guide is designed to help you easily identify the best recover option based on your existing roof system, your energy requirements, and your budget. Whatever your needs, Carlisle provides a comprehensive offering of products, services, and warranty options.

System Options	Existing Roof Type					
	Metal	Gravel Surface BUR	Smooth Surface BUR & Modified Bitumen	TPO or EPDM	Ballasted EPDM	PVC
PREMIUM						
RapidLock EPDM, TPO, or PVC membrane with new Securshield RL insulation	Up to 20 (flute fill required)	Up to 20	Up to 20	Up to 20	Up to 20	Up to 20
Fully Adhered or Mechanically Attached EPDM, TPO, PVC, or FleeceBACK membrane with new polyiso	Up to 20 (flute fill required)	Up to 20	Up to 20	Up to 20	Up to 20	Up to 20
VacuSeal™ EPDM, TPO, or PVC with new EcoStorm VSH™ or approved gypsum cover board	Up to 20 (flute fill required)	Up to 20	Up to 20	Up to 20	N/A	Up to 20
Induction Welded TPO or PVC with new polyiso insulation	Up to 20 (flute fill required)	Up to 20	Up to 20	Up to 20	Up to 20	Up to 20
STANDARD						
Fully Adhered FleeceBACK® Membrane (Direct recovery application without new insulation)	N/A	N/A	Up to 20	Up to 20	N/A	N/A
Fully Adhered or Mechanically Attached EPDM, TPO, or PVC with Carlisle SecurShield HD or approved Cover Board	Up to 20 yr. (flute fill required)	Up to 20	Up to 20	Up to 20	Up to 20	Up to 20
Induction Welded TPO, or PVC with Carlisle SecurShield® HD or approved Cover Board	Up to 20 yr. (flute fill required)	Up to 20	Up to 20	Up to 20	Up to 20	Up to 20
Induction Welded TPO or PVC (without new insulation)	N/A	N/A	N/A	Up to 15	N/A	N/A
Mechanically Attached TPO, EPDM, or PVC (without new insulation)	N/A	N/A	Up to 15 (EPDM & TPO only)	Up to 15	N/A	N/A
BASIC						
X-Tenda Coat*	Up to 10	N/A	Up to 5	Up to 10	N/A	Up to 10

Approved Substrates for mechanically attached insulation and membrane include corrugated steel (min. 22 ga), structural concrete, plywood (min. ¹⁵/₃₂"), wood plank. Consult Carlisle specifications for full list

For metal roof recovers, mechanically attached systems must be attached through purlins

A minimum of .060 mil EPDM, TPO, or PVC membrane is required for most systems. Consult Carlisle specifications for further details

Puncture and hail warranties may be available when using FleeceBACK membranes, 80 mil TPO and PVC, 60 mil reinforced or 90 mil non-reinforced EPDM membranes.

*Like all of Carlisle's dependable roofing products, X-Tenda Coat products are backed by industry-leading warranties. Depending on the thickness of the coating application, Carlisle offers 5- and 10-year Material and Limited System Warranties on its X-Tenda Coat systems. Note: System Warranties are only available when coating is applied to a Carlisle roofing system. Please refer to Carlisle's Specifications and Details for complete warranty information.



Convenience, value and performance are three critical considerations when it comes to the success of any reroofing project. Carlisle SynTec Systems has designed specific reroofing systems to address all these concerns. Learn about the ideal reroofing products and systems by looking for the Reroofing Redefined logo on Carlisle's website and literature.

Convenience: When conducting a reroofing project on an occupied building there are many considerations to ensure minimal disruption and maximum convenience. Fumes and odors, noise level, project timeline, aesthetics, and the ability to maintain normal operations to name a few. Carlisle offers a wide range of products and systems designed with these considerations in mind.

Value: From installed cost to energy efficiency, maintenance cost and overall environmental impact, the value of a new roofing system from Carlisle takes many factors into consideration. As the leading manufacturer of low-slope roofing products and with more system options than any competitor, Carlisle can outline how different solutions can provide the value that is most important to any customer.

Performance: With warranty options from 10-30 years, 55 to 120 mph, and options to include hail and accidental puncture coverage, Carlisle can design a reroofing system that provides the resistance to the elements required to keep your roofing system performing for decades. A building's roofing system plays a major role in the energy efficiency and resiliency of that building. Carlisle has designed numerous reroofing solutions to maximize performance in any environmental conditions.

RE-ROOFING DESIGN CONSIDERATIONS

Re-roofing over an old roofing system can save considerable time and labor. However, you must consider all options, including a complete tear-off of the old roofing system when necessary. Always consult a roofing design professional to discuss your options. It's also important to contact an engineering professional to ensure the building and roof structure are not overloaded by adding new material or making alterations to the roofing system. Additional re-roofing considerations include:

- » If wet or damaged insulation is present, it should always be removed and replaced during re-roofing.
- » Always check local and state energy codes to determine whether it is necessary to add insulation to a roofing system to meet minimum LTTR values.
- » Always consult local and state building code requirements to ensure the design of a new roof meets all requirements.
- » Consider using a rigid coverboard or FleeceBACK membrane to prevent punctures or in hail-prone regions.
- » Design with future use in mind, including the potential installation of solar energy systems or amenity space like roof gardens and paver systems.

EXPERIENCE THE CARLISLE DIFFERENCE



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**Silicone Roof Coating Restoration (RCR)
Watertight Warranty**

Building Owner: *Sample*
Building Name & Address: *Sample*

Warranty #: *Sample*
Roof Size: *Sample*
Completion Date: *Sample*
Warranty Period: *XX Year*

Certified Licensed Applicator: *Sample*

Progressive Materials, LLC (hereinafter referred to as PM) warrants to the owner that for a period of XX years from the completion date listed above, the PM Silicone Roof Coating will not leak water into the building due to:

1. Splits or breaks in the RCR Membrane due to ordinary wear and tear by the elements, or
2. Deterioration of the RCR Membrane due to ordinary wear and tear by the elements.

PM shall for the term of this warranty repair any such leaks at no cost to the owner upon proper installation of the PM products by a Certified Licensed Applicator in accordance with PM installation guidelines.

Exclusions and limitations to this warranty shall include:

1. PM shall not be liable for any damage caused to the substrate or any underlying materials.
2. PM shall not be liable for the contents of the structure, or for consequential or incidental damage, whether in contract or in tort, including negligence. PM shall not be liable for and Owner expressly waives any claims against PM for such direct, indirect or consequential damages.
3. PM shall not be liable for any discoloration or change in visual appearance due to the accumulation or streaking of dirt or other airborne materials deposited on the roof surface from the atmosphere or from any bleed-through from which materials the coating was applied.
4. PM shall not be liable for damage or failure of the RCR Membrane caused by or due to:
 - a. Lightning, earthquake, hurricane, tornado, windstorm, hail, fire, or other acts of God.
 - b. Settlement, movement, deflection, warpage, distortion, displacement or any other failure of the structure or the failure of any component under the RCR Membrane.
 - c. Cracks, breaks, or openings in the substrate to which the RCR Membrane was applied.
 - d. Alterations or additions to, encroachment upon, or erections of structures on the RCR Membrane unless performed by a PM Certified Licensed Applicator; or any use of the PM Roof System other than for its intended purpose. Any repairs or alterations performed on the PM Roof System other than by a PM Certified Licensed Applicator or with any materials not recommended by PM shall immediately void this warranty.
 - e. Penetrations, vandalism, damage or attack by individuals, foreign objects, chemicals, animals, or plant life.
 - f. The use of the finished roof surface for walking areas or recreation areas or other unusual activities or unintended uses.
 - g. Failure of the owner to use reasonable care in maintaining the roof system. This shall include inspecting the system twice per year and performing maintenance as required in accordance with industry standards. Owner must maintain complete maintenance records including inspection reports, reported problems and repairs completed. Failure to properly maintain the roof system may void this warranty.
 - h. Leaks due to infiltration of moisture through walls, copings, flashings, or any other part of the building structure except the PM Roof System; or
 - i. Moisture, or condensation, within the roofing system because of vapor drive or improper design.
5. In no event shall PM's liability under this Warranty exceed the original amount of the contract between the Certified Licensed Applicator and the Owner for the cost of the roof system.

Owner Obligations

1. In the event of a roof leak, owner shall within 48 hours of the event, notify PM in writing.
2. Owner hereby gives PM the right to inspect or have inspected the PM Roof System and/or other areas specified for both covered and excluded roof failures.
3. Owner will immediately authorize implementation of PM repair recommendations for both covered and excluded PM Roof failures and will immediately confirm this authorization in writing.
4. Should any investigation or inspection reveal the cause of a reported leak to be outside of the scope of coverage under this Warranty, then all such investigation and inspection costs shall be paid by the Building Owner, failure to do so will immediately void this Warranty.
5. Owner shall pay all costs of repairing any excluded PM Roof System failures.
6. The owner is responsible for removing/reinstalling any obstructions covering the roof, including but not limited to solar panels, roof top equipment, traffic systems, pavers, etc, which could prevent roof repairs from being completed.

Warranty Transfer

This warranty is transferable with notice via certified mail prior to sale of the property, PM's satisfaction of the intended use of the building by the new owner and receipt of a \$500 transfer fee within 30 days of the sale of the property.

Arbitration

Any claim controversy between or among the parties arising out of or relating to the PM Roof System described herein shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.

Owner or Owner's Representative signature constitutes acceptance of all terms and conditions of this warranty. Warranty is not in effect unless signed by an authorized PM representative and all invoices have been paid in full to PM and the Certified Licensed Applicator. Owner or Owner's Representative shall immediately execute this warranty and return to PM. Failure to do so within 120 days of receipt shall void this warranty.

Owner/Owner's Representative

Signature

Printed Name

Title / Date

Progressive Materials, LLC

Signature

Christian Roberts

Printed Name

V.P. of Technical Services /

Title / Date

**540 Central Court • New Albany, Indiana 47150
Ph (812)944-7803 • Fax (812)-944-7804 • www.pmsilicone.com**

WARRANTY NO.:

DATE OF ISSUE:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE MEMBRANE SYSTEM:

DATE OF ACCEPTANCE BY CARLISLE:

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (**Owner**) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Membrane Roofing System (**Carlisle Membrane System**) installed by a Carlisle Authorized Roofing Applicator for a period of -- years, commencing with the date of Carlisle's acceptance of the Carlisle Membrane System installation. However, in no event shall Carlisle's obligations extend beyond -- years, subsequent to the date of substantial completion of the Carlisle Membrane System. See below for exact date of warranty expiration.

The Carlisle Membrane System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Fasteners, Fastener Plates, Fastening Bars and any other Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

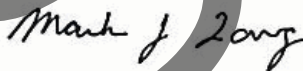
1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of any leak in the Carlisle Membrane System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Membrane System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak. Carlisle shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Membrane System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of -- mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Carlisle Membrane System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Membrane System; or
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or
 - (g) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Membrane System and cause a leak, or otherwise damage the Carlisle Membrane System; or
 - (h) The Carlisle Membrane System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
 - (i) The Carlisle Authorized Applicator or any additional contractor or subcontractor failed to follow Carlisle's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Carlisle inspection report.

4. This Warranty shall be null and void if any of the following shall occur:
 - (a) If, after installation of the Carlisle Membrane System by a Carlisle Authorized Roofing Applicator, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
 - (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Guide which accompanies this Warranty.
5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Carlisle that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.
6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Membrane System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.
10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Carlisle representative.
12. Any dispute, controversy or claim between the Owner and Carlisle concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Carlisle do not resolve the dispute, controversy or claim in mediation, the Owner and Carlisle agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
13. Roof System Design Assembly: Carlisle, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.
14. The Carlisle Authorized Applicator or any additional contractor or subcontractor are not agents of Carlisle.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE MEMBRANE SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Mark J. Long



AUTHORIZED SIGNATURE

TITLE: Director, Technical and Warranty Services

This Warranty Expires:

Carlisle Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Carlisle disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

1. Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
2. Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
3. Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
4. Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils
 - o EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces.
 - o TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Carlisle at 1-800-233-0551 or at www.carlisesyntec.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Carlisle's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Carlisle is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Carlisle Authorized Applicator. The Carlisle Authorized Applicator must notify Carlisle when the revision work is complete. The necessary form can be found on the Carlisle website via the Authorized Applicators login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Carlisle website for additional guidelines.

SERIAL NO. _____

DATE OF ISSUE: _____

BUILDING OWNER:**NAME OF BUILDING:****BUILDING ADDRESS:****DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:****DATE OF ACCEPTANCE BY CARLISLE:**

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (**Owner**) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal™ Total Roofing System (**Carlisle Total Roofing System**) installed by a Carlisle Authorized Roofing applicator for a period of **XX** years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond **XX** years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives, and any other Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
 - (a) The Carlisle Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of **XX** mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or;
 - (c) The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
 - (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
 - (e) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System.
 - (f) The Carlisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.
4. This Warranty shall be null and void if any of the following shall occur:
 - (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
 - (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.
5. Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. Carlisle shall not be responsible for the cleanliness or discoloration of Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.
10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
11. This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Mark J. Long

AUTHORIZED SIGNATURE

TITLE: Director, Technical and Warranty Services





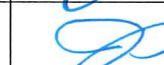









This Warranty Expires:

Construction Masters of Houston, Inc.
 Proposal for City of Angleton
 Recreation Center Partial Roof Replacement

Item 1.













Addenda G - Bid Submission Checklist















Only items marked with an X are applicable to this bid. If additional information is needed, please contact the project coordinator identified in this document Vendor must initial each required task as it is completed. **Vendor must include this form as the cover page to the bid submittal.**












Vendor Name: Construction Masters of Houston, Inc.					
Individual submitting: Justin Davis					
Contract Number P-102020: Request for Turnkey Pricing (City of Angleton Recreation Center Partial Roof Replacement)					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
X	General Specifications and Acknowledgement		X	References	
X	Bid Tabulation Form		X	Statement of Bidders Qualifications	
X	Bid Certification		X	Bid Bond-5% of value of bid	
X	Addendum Acknowledgment		X	Sub-Contractor List	
X	Signed-Site Visit Form		X	Signed Conflict of Interest Questionnaire (CIQ)	
After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required					
Required	Item	Acknowledged	Required	Item	Acknowledged
X	Form 1295 – “Certificate of Interested Parties”		X	Payment Bond This applies to bids that exceed \$25,000	
	Performance Bond Requirements. This applies to bids that exceed \$100,000		X	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
X	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				












General Specifications and Acknowledgment







Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
2	A walk-through is required and the site visitation form shall be submitted with this bid. (Attached)	
Working in Angleton		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	
Standard of Conduct		
4	A "working day" is defined as any day, not legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principle units of the Work for a continuous period of not less than seven (7) hours during the twelve (12) hours between 7:00 AM and 7:00 PM. A "calendar day" is defined as any day indicated on the calendar, including Saturdays, Sundays and holidays.	
5	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	
6	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	
7	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	
8	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.	
9	Equipment must be well maintained and in good condition.	
Contractor's Responsibility		
10	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. City of Angleton permit fees will be waived.	
11	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction.	
12	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape or any vehicles parked at the facilities that occurred because of the contractor performed work.	

13	Contractor is responsible for the location of Right of Way and surrounding property lines to maintain that all construction will be contained wholly within City of Angleton's pathway easement.	
14	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
15	Contractor is responsible for the legal disposal and cost of debris removal.	
16	Bidders should carefully examine the bid documents, specifications and other documents, visit the site of the work and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.	
17	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project and shall not store any materials on jobsite.	
18	Contractor shall verify all field conditions with City of Angleton.	
19	All construction management and administration shall be included.	
20	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
Insurance and Taxes		
21	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	
22	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Its required that the required insurance be maintained at all times during the performance of the contract.	
23	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	
24	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	
25	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	
Communication		
26	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	
Bonds		

27	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 5% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	
28	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost (s).	
Sub-contractors		
29	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	
Certificate of Interested Parties & Conflict of Interest Questionnaire		
30	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of City of Angleton must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	
31	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	
Compliance with Laws		
32	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	
33	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
34	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	
35	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by City of Angleton and can be found on City of Angleton website at http://www.thewoodlandstowship-tx.gov/bids.aspx	
36	All work, repairs, preventative maintenance and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
37	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	

	Payment	
38	Partial payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor, less than ten percent (10%) of the amount thereof, which shall be retained until final payment.	
	Qualifications	
39	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description Project start and end dates Client project manager name, telephone number and e-mail address	
40	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
41	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	
42	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
	Warranty	
43	Standard manufacturer's installers warranty on materials for surfacing materials. Warranties shall be 20 years for structural integrity of roof, and three years for assembly/install workmanship, unless longer warranties are normally supplied.	
44	Include expected life cycle of the proposed materials with submittal.	
	Approvals	
45	An award of contract is subject to City of Angleton Board of Directors approval.	
	Value Engineering	
46	If necessary, at the request of Angleton, selected contractor will coordinate with Angleton a value engineering exercise to maintain probable cost within the established budget to insure project durability and quality.	
	Project Timeline	
47	Bid Due Date – October 23, 2020 Project Complete: project must be completed by January 8, 2021	
	Project Scope	
48	All construction management and administration shall be included.	

49	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Interior access to the building will be required by the City during the project. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	
50	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during construction.	
51	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	
52	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision to remove, install, and to properly dispose of an existing main lower roof area. All materials installed shall be new and unused and in accordance with the specifications contained, herein. No materials are to be re-used, no matter of their condition or suitability.	
53	<p>Projects includes materials, equipment, labor and supervision to remove and replace the main lower roof area on approximately 16,675 sq. ft. area of the Recreation Center roof, located at 1601 N. Valderas St., Angleton, TX.</p> <ul style="list-style-type: none"> • Remove existing main lower roof. Contractor solely responsible for disposal in accordance with all applicable state, federal or local laws, regulations or requirements. • Provide and install new fascia bar with metal fascia trim and paint to match if applicable. • Provide and install new walk pads. • New insulation is to be installed throughout main lower roof area. • Accessories to make system complete such as but not limited to prefabricated curbs, boots, parapet sheets, screws, caulk, plates, etc. per supplies manufacturer's specifications. • Remove and replace any damaged plywood decking. • Provide 20-year water tightness warranty and a 2-year workmanship warranty. • All work shall meet current International Building Code (IBC) requirements. <p>Metal portions of the roof are NOT part of the scope for this project</p>	
54	Contractor will coordinate all electrical and lighting work with Owner's Electrical Contractor. All electrical and lighting to be performed by City of Angleton (Owner).	

City of Angleton Recreation Center Partial Roof Replacement

Bid Tabulation Form

PROJECT	UNIT	# UNITS	COST
Remove and replace existing roof material (+/- 16,675 sf) at the Angleton Recreation Center. Project includes all materials, and installation of roof material. <i>Low Roof 16,675 sf + Upper Roof 10,908 sf = 27,583 sf</i>	LUMP SUM 1	1	\$352,288.13
Removal and replacement of any damaged plywood decking - match existing Metal Deck Only	PER SHEET 1	To be determined by contractor	\$450.00 / sheet (unit cost) # of sheets TBD
Remove and replace 6 areas of damaged fascia board and paint to match.	LINEAR FOOT 60	To be determined by contractor	\$3,125.00
BID BOND	LUMP SUM	1	Included
PAYMENT BOND	LUMP SUM	1	\$6,350.00
TOTAL (Metal decking not included)			\$361,763.13
DAYS TO COMPLETE PROJECT			45 work days

City of Angleton Recreation Center Partial Roof Replacement Bidder Acknowledgement

I, Justin Davis, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.


Signature

President
Title

3908 3rd Street, Pearland, TX 77581
Address

justin@cmhou.com
E-mail address

10/8/2020
Date

Justin Davis
Name (please print)

Construction Masters of Houston, Inc.
Company Name

281-997-2640
Phone Number

281-960-4491
Cell Phone Number

Scope of Work: refer to page 17 for details.

Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://www.angleton.tx.us/>.

Addenda A _____ Date Received 09 / 01 / 2020
MM DD

Addenda B _____ Date Received 09 / 01 / 2020
MM DD

Addenda C _____ Date Received 09 / 01 / 2020
MM DD

Addenda D _____ Date Received 09 / 01 / 2020
MM DD

Addenda E _____ Date Received 09 / 01 / 2020
MM DD

Addenda F _____ Date Received 09 / 01 / 2020
MM DD

Addenda G _____ Date Received 09 / 01 / 2020
MM DD

Addenda H _____ Date Received 09 / 01 / 2020
MM DD

Addenda I _____ Date Received 09 / 01 / 2020
MM DD


Justin Davis, President

10/8/2020

Addenda A - City of Angleton Recreation Center Partial Roof Replacement Site Visitation Form

There will no formal walkthrough of the park; however, a walk-through of the site is required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deem unresponsive.

I, Ed Cudworth, certify that I inspected the site regarding the **City of Angleton Recreation Center Partial Roof Replacement** at the Angleton Recreation Center, located at 1601 N Valderas, Angleton, TX 77515.

9/9/2020

Date of Visit

10:00 - 10:30 am/pm

Time of Visit



Signature

Ed Cudworth

Name (please print)

Construction Masters of Houston, Inc.

Company

Addenda B - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>Justin Davis</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p>None _____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>N/A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p>None</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7 _____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>		<p>10/8/2020</p> <p style="text-align: center;">Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Addenda C References

Please provide information from three (3) references

1. Agency/Company: City of Pearland

Contact Name: Cara Davis

Contact Phone: 281-652-1672 / cdavis@pearlandtx.gov

Project description Ground-up construction on a prpoerty adjacent to the City's recycling center. Work for this project had to be coordinated with the recycling center to avoid disruptions to city services.

Project start and end dates

Mobilized on-site: 10/30/2017

Substantial Completion: 8/16/2018

2. Agency/Company: Brazoria County

Contact Name: Gerald Hendrick II

Contact Phone: 979-215-4840 / geraldh@brazoria-county.com

Project description New single-story facility of approx. 19,600 SF to serve as Brazoria County's new Lake Jackson Annex building. Build included JOP activities with private office, administration areas, healthcare faciities, and restrooms. Site amenities included parking with pedestrian traffic.

Project start and end dates

Mobilized on-site: 7/29/2019

Substantial Completion: 6/4/2020

3. Agency/Company: City of Webster

Contact Name: David Glasco

Contact Phone: 281-316-4139 / dglasco@cityofwebster.com

Project description Ground-up construction of an animal control shelter within the confines of the City of Webster's Public Works facilities. Work for this project had to be coordinated around day-to-day operations of the city's public works group.

Project start and end dates

Mobilized on-site: 6/3/2019

Substantial Completion: 12/10/2019

Addenda D Statement of Qualifications

DATE SUBMITTED 9/17/2020

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm Construction Masters of Houston, Inc.
2. Permanent main office address 3908 3rd Street, Pearland, TX 77581
3. If a corporation, where incorporated Texas
4. How many years have you been engaged in the tree lighting install and maintenance service business? Under what firm or trade names and how long under each?
Tree Lighting Install: None
Maintenance Service: 33 years
5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):
Please refer to attached Projects in Progress Listing
6. Are you licensed as Contractor in the State of Texas? Yes ___ No ___ If "Yes", please provide Contractor numbers? N/A
Construction Masters of Houston, Inc. is a commercial general contractor, established in 1987, incorporated in the State of Texas. GC license in Texas is not applicable.
7. General character of work performed by your firm Commercial General Contractor
8. Has your firm ever failed to complete any work awarded to you? Yes ___ No X If "Yes", where and why?

9. Has your firm ever defaulted on a contract? Yes ___ No X If "Yes", where and why?

10. List 5 projects of similar size and scope:

Firm Name	Contract	Value	Contact Information
1. ACU of Texas	Pearland Main Branch 2 New Roof Systems	\$72,000.00	rgillaspia@acutx.org Russ Gillaspia / 409-789-8902
2. San Jac College	South - Bldg 14 Roof Restoration	\$48,260.00	mike.harris@sjcd.edu Mike Harris / 281-998-6134
3. City of Pasadena	Rodeo Arena Roof Repairs	\$31,000.00	ewind@pasadenatx.gov Erwin Wind / 832-450-5655
4. City of Arcola	Arcola City Hall Re-roofing	\$127,500.00	agoldberg@arcolatexas.org Annette Goldberg / 281-431-0606
5. City of Pearland	Tom Reid Library Additions & Renovations Roofing System Portion	\$250,000.00	cdavis@pearlandtx.gov Cara Davis / 281-652-1672

11. Are any lawsuits pending against you or your firm at this time? Yes ___ No X If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations? Yes ___ No X If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT 3pm, this 17th day of September, 2020.

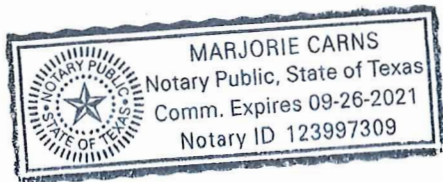
Marjorie Carns
9/17/20

Construction Masters of Houston, Inc.

(Name of Bidder)

By *Justin Davis*
(Signature) Justin Davis

Title President



PROJECTS IN PROGRESS

Baytown Animal Services and Adoption Shelter

705 N. Robert C. Lanier Dr., Baytown, TX 77521

Scheduled Completion Date: 12/2/2021

Final Contract Amount: \$6,532,984

Delivery Method: CSP

Owner:

Name: City of Baytown / Andrea Brinkley, Asst. Director, Capital Projects

Phone: (281) 422-8281

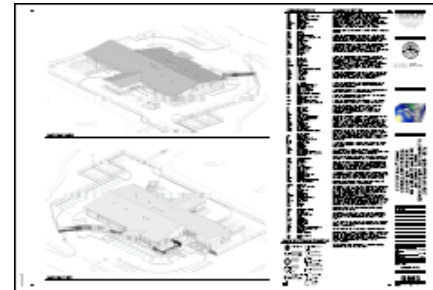
Email: andrea.brinkley@baytown.org

Architect:

Quorum Architects, Inc. / Kim Dowdy, Principal

Phone: (817) 546-6325

Email: kimd@qarch.com



Village Fire Station Additions & Renovations

901 Corbindale Rd., Hedwig Village, TX 77024

Scheduled Completion Date: 7/30/2021

Final Contract Amount: \$4,707,600

Delivery Method: CSP

Owner:

Name: Village Fire Department / Allen Carpenter, Commissioner

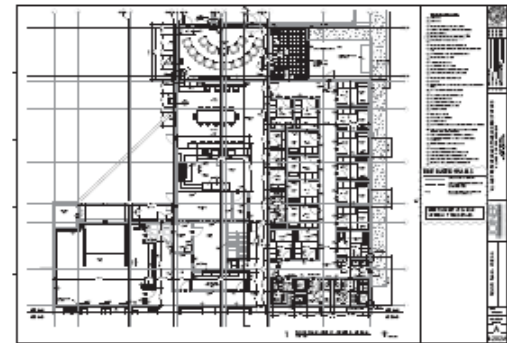
Phone: (713) 468-7941

Architect:

Name: Joiner Architects / Robert Kohutek, Project Manager

Phone: (281) 359-6401

Email: robertk@joinerarchitects.com



City of Pearland - Orange Street Service Center - Phase 1 Administration Building

3501 E. Orange St., Pearland, TX 77581

Scheduled Completion Date: 5/11/2021

Final Contract Amount: \$5,619,510

Delivery Method: CSP

Owner:

Name: City of Pearland/ Cara Davis, Program Manager

Phone: (281) 652-1672

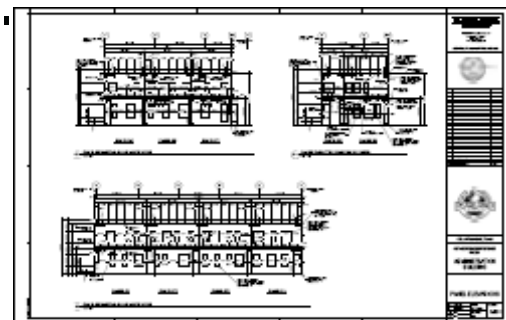
Email: cdavis@pearlandtx.gov

Architect:

Name: Chris Casey, Huitt-Zollars, Inc.

Phone: (281) 496-0066 Fax: (281) 496-0220

Email: ccasey@Huitt-Zollars.com



San Jacinto College - Maritime Expansion Fire Training Center

3700 Old Highway 146, La Porte, TX 77571

Scheduled Completion Date: 8/6/2020

Final Contract Amount: \$1,047,600

Delivery Method: CSP

Owner:

Name: San Jacinto College/ Colby Kreft, Program Mgr.

Phone: (713) 819-7483

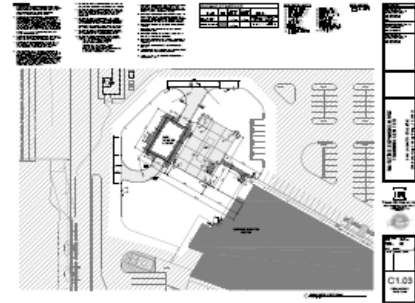
Email: colby@rizzo-associates.com

Architect:

Name: Robert Trabanino, Texas - IBI Group

Phone: (281) 286-6605 Fax: (281) 286-9606

Email: Robert.Trabanino@ibigroup.com



EMS Station 97

15600 Woodland Hills Dr., Humble, TX 77346

Scheduled Completion Date: 11/11/2020

Final Contract Amount: \$1,819,000

Delivery Method: CSP

Owner:

Name: Jeremy Hyde, Harris County ESD #1

Phone: (281) 449-3131 Fax: (281) 227-3335

Email: jhyde@hcec.com

Architect:

Name: Justin Myers, Martinez Architects

Phone: (281) 346-7371

Email: justinm@martinez-architects.com



Addenda E Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name	Subcontractor's Type of Work
Kirtley Roofing & Sheet Metal, LLC	Roofing

If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED.
The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from City of Angleton.

- Scope of Work includes the following:
- 1) Tear off the existing roof down to the metal deck. Haul away the debris in contractor provided dumpsters.
 - 2) Mechanically fasten (2) layers of 2.2 iso (R25.2) to the structurally sloped metal deck.
 - 3) Mechanically fasten a 60 mil Firestone TPO to the structurally sloped metal deck.
 - 4) Adhere a 60 mil TPO up and over the walls.
 - 5) Install a new 60 mil TPO at the curbs with a 24 ga galvanized counter flashing.
 - 6) Furnish a 20 yr. Redshield warranty.

Addenda F Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - (1) XCU Coverage,
 - (2) Contractual Liability Coverage,
 - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or subcontractors.
- d. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- e. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- f. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - (1) City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - (2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - (3) A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.
 - (4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
 - (5) All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - (6) All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - (7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.

- (8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
- (9) Insurance must be purchased from insurers that are financially acceptable to City of Angleton.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

Please refer to attached Bid Bond

Addenda H Bid Bond Sample

BID BOND – Sample - (Bid Bond Required with Bid Submittal)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of _____ as Surety, are hereby held and firmly bound unto City of Angleton as Oblige in the lesser sum of either \$2,500 or 5% of Principal’s Bid Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above-named Principal submitted a bid for _____.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute Angleton-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal’s Bid, or fail to execute Angleton-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

PRINCIPAL

By: _____
(Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)



UNITED FIRE & CASUALTY COMPANY
118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we Construction Masters of Houston, Inc.

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Angleton, Texas

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount Bid*** Dollars (\$ 5% G.A.B.***), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City of Angleton Recreation Center Partial Roof Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of September, 20 20.

Construction Masters of Houston, Inc.
By [Signature] (Seal)
(PRINCIPAL)

Justin Davis, President
(TITLE)

UNITED FIRE & CASUALTY COMPANY (Seal)
(SURETY)
By Mark Smith
Mark Smith (ATTORNEY-IN-FACT)

Mary Carno
(WITNESS)

Dana Weir
(WITNESS)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second
 Cedar Rapids, IA Item 1.

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

G.C. BLYSTONE, JR., A.A. SHOTWELL, JR., MARK SMITH, BETTY BUSH, JOSEPH CHARLES BLACKSHEAR, JR, DONNA WEINEL, CHASE WORTHAM, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of November, 2017



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 13th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 17th day of SEPTEMBER, 2020.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

PERFORMANCE BOND (Sample)

_____, as principal, hereinafter call the CONTRACTOR, and _____, as surety, with general offices in _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Texas, are hereby bound unto City of Angleton, as obligee, in the sum of 100% of the value of the Contract amount in United States currency, for the payment of which sum the CONTRACTOR and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, the CONTRACTOR has entered into a written contract with Angleton dated November 10, 2020, for City of Angleton Partial Roof Replacement in accordance with plans and specifications referenced in the Contract associated with the Request for Bid Angleton Recreation Center Partial Roof Replacement.

NOW THEREFORE, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactory perform the Contract for thirty-five (35) months, then this bond shall be null and void; otherwise, the surety shall pay the full amount of this performance bond.

In addition, if the CONTRACTOR or his subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such CONTRACTOR or his subcontractor is performance of the Contract or shall fail to duly pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work, then the surety shall pay the same in an amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract to be performed thereunder or of the specifications of the contract documents shall in any way affect its obligations on this bond and the surety does hereby waive notice of any such extension of time, change, addition, or modifications.

EXECUTED on this _____ day of _____, 2020

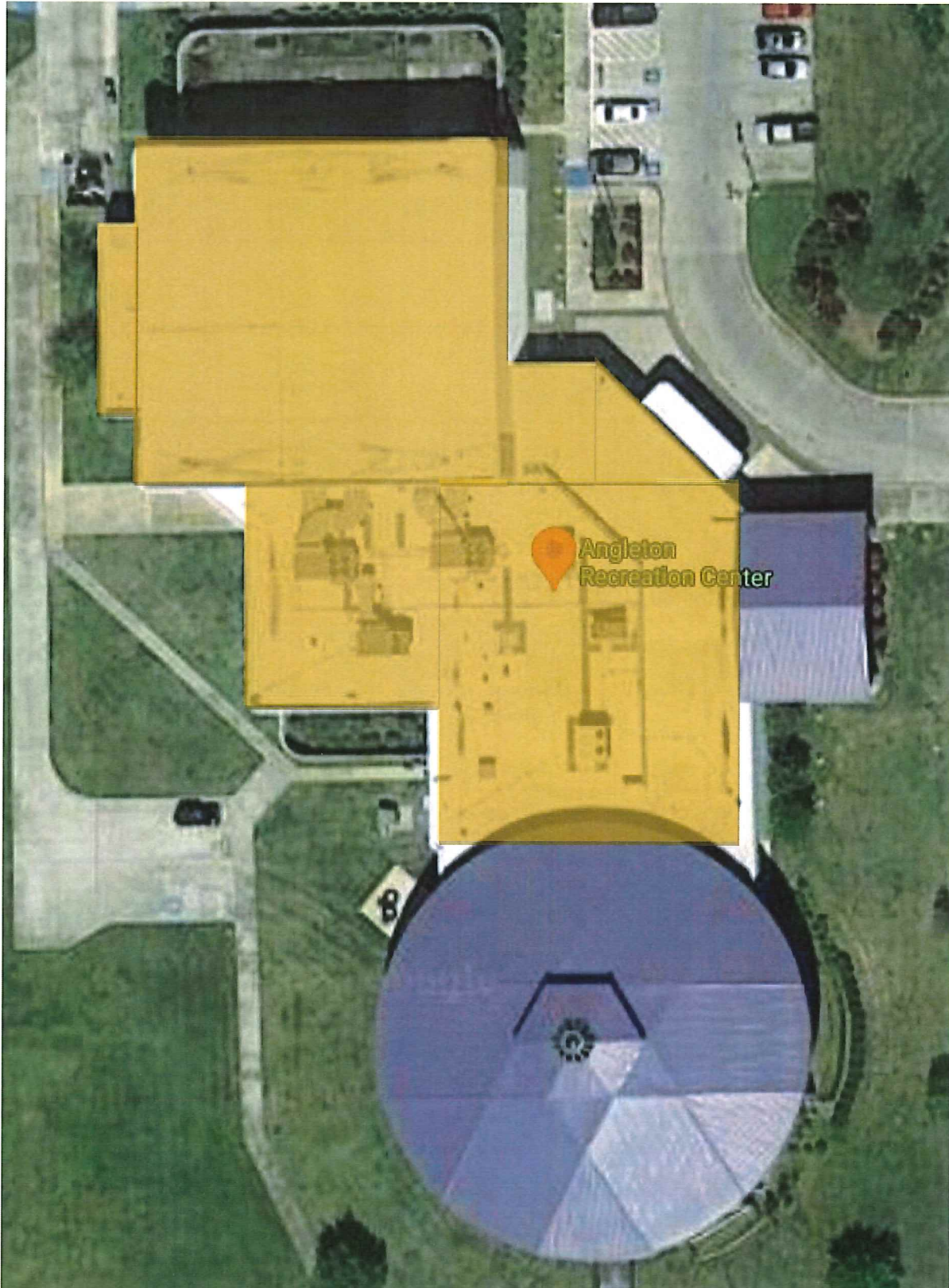
BY: _____
(Contractor)

ATTEST:

BY: _____ By: _____
(President) (Surety Company)

By: _____ By: _____
(Secretary) (Attorney-in-Fact)

Addenda I Roof Replacement Area



Addenda G - Bid Submission Checklist

Only items marked with an X are applicable to this bid. If additional information is needed, please contact the project coordinator identified in this document Vendor must initial each required task as it is completed. Vendor must include this form as the cover page to the bid submittal.












Vendor Name: D7 Roofing & Metal LLC					
Individual submitting: Michael Delgado					
Contract Number: P-102020					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
X	General Specifications and Acknowledgement		X	References	
X	Bid Tabulation Form		X	Statement of Bidders Qualifications	
X	Bid Certification		X	Bid Bond-5% of value of bid	
X	Addendum Acknowledgment		X	Sub-Contractor List	
X	Signed-Site Visit Form		X	Signed Conflict of Interest Questionnaire (CIQ)	
After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required					
Required		Acknowledged	Required		Acknowledged
X	Form 1295 – “Certificate of Interested Parties”		X	Payment Bond This applies to bids that exceed \$25,000	
	Performance Bond Requirements. This applies to bids that exceed \$100,000		X	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
X	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				












General Specifications and Acknowledgment







Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	WA
2	A walk-through is required and the site visitation form shall be submitted with this bid. (Attached)	WA
Working in Angleton		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	WA
Standard of Conduct		
4	A "working day" is defined as any day, not legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principle units of the Work for a continuous period of not less than seven (7) hours during the twelve (12) hours between 7:00 AM and 7:00 PM. A "calendar day" is defined as any day indicated on the calendar, including Saturdays, Sundays and holidays.	WA
5	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	WA
6	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	WA
7	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	WA
8	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.	WA
9	Equipment must be well maintained and in good condition.	WA
Contractor's Responsibility		
10	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. City of Angleton permit fees will be waived.	WA
11	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction.	WA
12	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape or any vehicles parked at the facilities that occurred because of the contractor performed work.	WA

13	Contractor is responsible for the location of Right of Way and surrounding property lines to maintain that all construction will be contained wholly within City of Angleton's pathway easement.	
14	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	
15	Contractor is responsible for the legal disposal and cost of debris removal.	
16	Bidders should carefully examine the bid documents, specifications and other documents, visit the site of the work and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.	
17	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project and shall not store any materials on jobsite.	
18	Contractor shall verify all field conditions with City of Angleton.	
19	All construction management and administration shall be included.	
20	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	
Insurance and Taxes		
21	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	
22	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Its required that the required insurance be maintained at all times during the performance of the contract.	
23	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	
24	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	
25	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	
Communication		
26	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	
Bonds		

27	A Bid Bond is required for this project. All bids shall be accompanied by a cashier’s check, or certified check drawn upon a National or State bank, in the amount of 5% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	
28	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost (s).	
Sub-contractors		
29	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	
Certificate of Interested Parties & Conflict of Interest Questionnaire		
30	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of City of Angleton must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	
31	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	
Compliance with Laws		
32	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	
33	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	
34	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	
35	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by City of Angleton and can be found on City of Angleton website at http://www.thewoodlandstowndship-tx.gov/bids.aspx	
36	All work, repairs, preventative maintenance and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	
37	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	

	Payment	
38	Partial payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor, less than ten percent (10%) of the amount thereof, which shall be retained until final payment.	
	Qualifications	
39	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description Project start and end dates Client project manager name, telephone number and e-mail address	
40	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	
41	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	
42	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	
	Warranty	
43	Standard manufacturer's installers warranty on materials for surfacing materials. Warranties shall be 20 years for structural integrity of roof, and three years for assembly/install workmanship, unless longer warranties are normally supplied. NOTE: Alternate coating option maximum available warranty is 15-year.	
44	Include expected life cycle of the proposed materials with submittal.	
	Approvals	
45	An award of contract is subject to City of Angleton Board of Directors approval.	
	Value Engineering	
46	If necessary, at the request of Angleton, selected contractor will coordinate with Angleton a value engineering exercise to maintain probable cost within the established budget to insure project durability and quality.	
	Project Timeline	
47	Bid Due Date – October 23, 2020 Project Complete: project must be completed by January 8, 2021 NOTE: Project completion will be 120 days from NTP	
	Project Scope	
48	All construction management and administration shall be included.	

49	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Interior access to the building will be required by the City during the project. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	
50	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during construction.	
51	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	
52	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision to remove, install, and to properly dispose of an existing main lower roof area. All materials installed shall be new and unused and in accordance with the specifications contained, herein. No materials are to be re-used, no matter of their condition or suitability. NOTE: Upper roof section and canopies included as discussed.	
53	Projects includes materials, equipment, labor and supervision to remove and replace the main lower roof area on approximately 16,675 sq. ft. area of the Recreation Center roof, located at 1601 N. Valderas St., Angleton, TX. NOTE: Both base and alternate bids include the upper roof section and both canopies. Total SF is +/- 27,500 SF. <ul style="list-style-type: none"> • Remove existing main lower roof. Contractor solely responsible for disposal in accordance with all applicable state, federal or local laws, regulations or requirements. • Provide and install new fascia bar with metal fascia trim and paint to match if applicable. • Provide and install new walk pads. • New insulation is to be installed throughout main lower roof area. • Accessories to make system complete such as but not limited to prefabricated curbs, boots, parapet sheets, screws, caulk, plates, etc. per supplies manufacturer's specifications. • Remove and replace any damaged plywood decking. • Provide 20-year water tightness warranty and a 2-year workmanship warranty. <ul style="list-style-type: none"> • NOTE: Alternate coating option maximum available warranty is 15-year. • All work shall meet current International Building Code (IBC) requirements. Metal portions of the roof are NOT part of the scope for this project	
54	Contractor will coordinate all electrical and lighting work with Owner's Electrical Contractor. All electrical and lighting to be performed by City of Angleton (Owner).	

City of Angleton Recreation Center Partial Roof

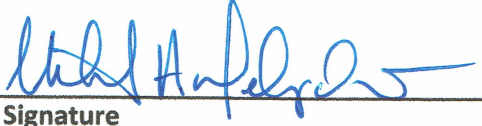
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Replacement Bid Tabulation Form

PROJECT	UNIT	# UNITS	COST
BASE: Remove and replace existing roof material (+/- 16,675 SF) at the Angleton Recreation Center. Project includes all materials, and installation of roof material. ALTERNATE: GAF 3 part Coating System Includes moisture scan and removal and replacement of saturated roofing materials Note: Both base and alternate bids include the upper roof section and both canopies. Total SF is +/- 27,500 SF as discussed with City of Angleton Project Manager.	LUMP SUM	1	BASE: \$424,710.00 ALTERNATE: \$283,730.00
Removal and replacement of any damaged plywood decking. - match existing ALTERNATE: Allowance for additional saturated roofing materials	PER SHEET PER SQ FT	N/A – Roof decking is metal TBD	N/A ALTERNATE: \$8.50
Remove and replace 6 areas of damaged fascia board and paint to match. Note: Both base and alternate bids include replacement of ALL metal coping and counterflashing as discussed with City of Angleton Project Manager.	LINEAR FOOT	N/A	N/A
BID BOND	LUMP SUM	1	N/A
PAYMENT BOND	LUMP SUM	1	1.5%
TOTAL			BASE: \$424,710.00 ALTERNATE: \$283,730.00
DAYS TO COMPLETE PROJECT			BASE: 120 Days ALTERNATE: 60 Days

City of Angleton Recreation Center Partial Roof Replacement Bidder Acknowledgement

I, Michael Delgado, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.


Signature

President

Title

8701 W Hardy Rd, Houston, TX 77022
Address

mdelgado@d7roofingtx.com
E-mail address

10.6.2020
Date

Michael Delgado
Name (please print)

D7 Roofing & Metal LLC
Company Name

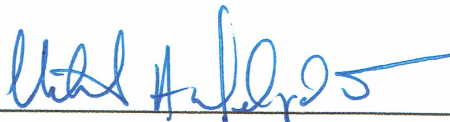
(713) 325-0700
Phone Number

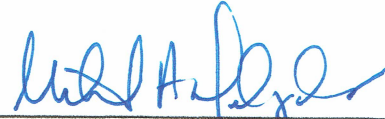
(713) 213-1101
Cell Phone Number

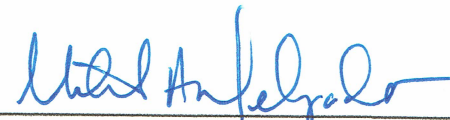
Addendum Acknowledgement

Item 1.

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://www.angleton.tx.us/>.

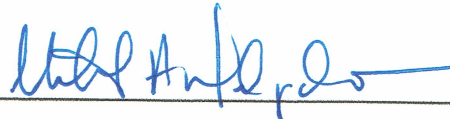
Addenda A  Date Received 09 / 01 / 2020
MM DD

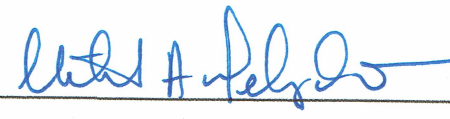
Addenda B  Date Received 09 / 01 / 2020
MM DD

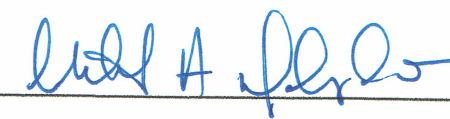
Addenda C  Date Received 09 / 01 / 2020
MM DD

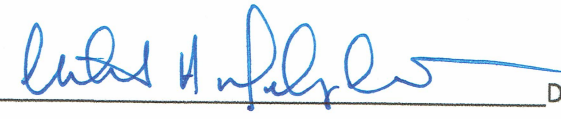
Addenda D  Date Received 09 / 01 / 2020
MM DD

Addenda E  Date Received 09 / 01 / 2020
MM DD

Addenda F  Date Received 09 / 01 / 2020
MM DD

Addenda G  Date Received 09 / 01 / 2020
MM DD

Addenda H  Date Received 09 / 01 / 2020
MM DD

Addenda I  Date Received 09 / 01 / 2020
MM DD

Addenda A - City of Angleton Recreation Center Partial Roof Replacement Site Visitation Form

There will no formal walkthrough of the park; however, a walk-through of the site is required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deem unresponsive.

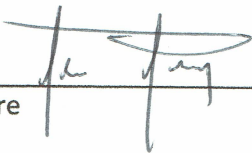
I, John Tracey, certify that I inspected the site regarding the **City of Angleton Recreation Center Partial Roof Replacement** at the Angleton Recreation Center, located at 1601 N Valderas, Angleton, TX 77515.

9/11/2020

Date of Visit

8:00 _____ am/pm AM

Time of Visit



Signature

John Tracey

Name (please print)

D7 Roofing & Metal LLC

Company

Addenda E Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name	Subcontractor's Type of Work
<u>Dalton Air Conditioning & Heating</u>	<u>HVAC</u>
<u>Gemini Plumbing, Inc.</u>	<u>Plumbing</u>

If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED. The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from City of Angleton.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

DT POWING & METAL LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

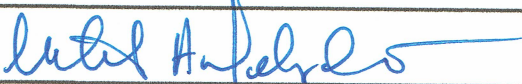
Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

10.6.2020
Date

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brian P. Herrera, Justin McQuain**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

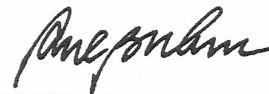
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where 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.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY

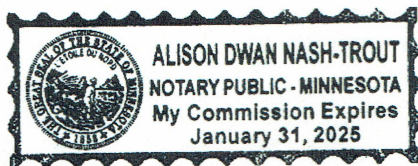
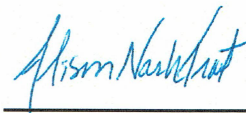


By



Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of October, 2020

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

General Specifications and Acknowledgment

Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	AS
2	A walk-through is required and the site visitation form shall be submitted with this bid. (Attached)	AS
Working in Angleton		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	AS
Standard of Conduct		
4	A "working day" is defined as any day, not legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principle units of the Work for a continuous period of not less than seven (7) hours during the twelve (12) hours between 7:00 AM and 7:00 PM. A "calendar day" is defined as any day indicated on the calendar, including Saturdays, Sundays and holidays.	AS
5	Each employee will be identified by a company uniform (shirt, pants and cap) and vehicles will be clean and all marked with company name.	AS
6	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	AS
7	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	AS
8	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred as a result of the work.	AS
9	Equipment must be well maintained and in good condition.	AS
Contractor's Responsibility		
10	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. City of Angleton permit fees will be waived.	AS
11	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction.	AS
12	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape or any vehicles parked at the facilities that occurred because of the contractor performed work.	AS

13	Contractor is responsible for the location of Right of Way and surrounding property lines to maintain that all construction will be contained wholly within City of Angleton's pathway easement.	5
14	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	5
15	Contractor is responsible for the legal disposal and cost of debris removal.	5
16	Bidders should carefully examine the bid documents, specifications and other documents, visit the site of the work and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.	5
17	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection and safekeeping of products for this project and shall not store any materials on jobsite.	5
18	Contractor shall verify all field conditions with City of Angleton.	5
19	All construction management and administration shall be included.	5
20	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	5
Insurance and Taxes		
21	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	5
22	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Its required that the required insurance be maintained at all times during the performance of the contract.	5
23	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	5
24	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	5
25	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	5
Communication		
26	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	5
Bonds		

27	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 5% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	AS
28	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost (s).	AS
Sub-contractors		
29	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	AS
Certificate of Interested Parties & Conflict of Interest Questionnaire		
30	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of City of Angleton must complete Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	AS
31	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	AS
Compliance with Laws		
32	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.	AS
33	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	AS
34	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	AS
35	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by City of Angleton and can be found on City of Angleton website at http://www.thewoodlandtownship-tx.gov/bids.aspx	AS
36	All work, repairs, preventative maintenance and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	AS
37	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	AS

	Payment	
38	Partial payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor, less than ten percent (10%) of the amount thereof, which shall be retained until final payment.	AS
	Qualifications	
39	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description Project start and end dates Client project manager name, telephone number and e-mail address	AS
40	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	AS
41	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	AS
42	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	AS
	Warranty	
43	Standard manufacturer's installers warranty on materials for surfacing materials. Warranties shall be 20 years for structural integrity of roof, and three years for assembly/install workmanship, unless longer warranties are normally supplied. <i>20 yr. mat + labor</i>	AS
44	Include expected life cycle of the proposed materials with submittal.	AS
	Approvals	
45	An award of contract is subject to City of Angleton Board of Directors approval.	AS
	Value Engineering	
46	If necessary, at the request of Angleton, selected contractor will coordinate with Angleton a value engineering exercise to maintain probable cost within the established budget to insure project durability and quality.	AS
	Project Timeline	
47	Bid Due Date – October 23, 2020 Project Complete: project must be completed by January 8, 2021	AS
	Project Scope	
48	All construction management and administration shall be included.	AS

49	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Interior access to the building will be required by the City during the project. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	3
50	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during construction.	3
51	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	3
52	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision to remove, install, and to properly dispose of an existing main lower roof area. All materials installed shall be new and unused and in accordance with the specifications contained, herein. No materials are to be re-used, no matter of their condition or suitability.	3
53	<p><i>All Flat roofs</i></p> <p>Projects includes materials, equipment, labor and supervision to remove and replace the main lower roof area on approximately 16,675 <i>30,453</i> sq. ft. area of the Recreation Center roof, located at 1601 N. Valderas St., Angleton, TX.</p> <ul style="list-style-type: none"> Remove existing main lower roof. Contractor solely responsible for disposal in accordance with all applicable state, federal or local laws, regulations or requirements. Provide and install new fascia bar with metal fascia trim and paint to match if applicable. Provide and install new walk pads. New insulation is to be installed throughout main lower roof area. <i>4" thick</i> Accessories to make system complete such as but not limited to prefabricated curbs, boots, parapet sheets, screws, caulk, plates, etc. per supplies manufacturer's specifications. Remove and replace any damaged plywood <i>steel</i> decking. <i>20yr.</i> Provide 20-year water tightness warranty and a 2-year workmanship warranty. All work shall meet current International Building Code (IBC) requirements. <p>Metal portions of the roof are NOT part of the scope for this project</p>	3
54	Contractor will coordinate all electrical and lighting work with Owner's Electrical Contractor. All electrical and lighting to be performed by City of Angleton (Owner).	3

**City of Angleton Recreation Center Partial Roof Replacement
Bid Tabulation Form**

PROJECT	UNIT	# UNITS	COST
Remove and replace existing roof material (+/- 30,953 SF) at the Angleton Recreation Center. Project includes all materials, and installation of roof material.	LUMP SUM	1	\$207,070.00
Removal and replacement of any damaged steel decking. - match existing	PER SHEET	To be determined by contractor	420.00
Remove and replace 6 areas of damaged fascia board and paint to match.	LINEAR FOOT	To be determined by contractor	5,380.00
BID BOND	LUMP SUM	1	0.00
PAYMENT BOND	LUMP SUM	1	4,257.00
TOTAL			217,127.00
DAYS TO COMPLETE PROJECT			30 days

City of Angleton Recreation Center Partial Roof Replacement Bidder Acknowledgement

I, Wayne Parker, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

11/13/2020

Date

Wayne Parker

Name (please print)

Jaco Roofing & Construction, Inc.

Company Name

979-265-6101

Phone Number

979-236-6710

Cell Phone Number


Signature

Sales

Title

1725 S. Velasco

Address
Angleton, TX 77515

wayne@jacoroofing.com

E-mail address

Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://www.angleton.tx.us/>.

Addenda A BW Fourn Date Received 11 / 09 / 2020
MM DD

Addenda B BW Fourn Date Received 11 / 09 / 2020
MM DD

Addenda C BW Fourn Date Received 11 / 09 / 2020
MM DD

Addenda D BW Fourn Date Received 11 / 09 / 2020
MM DD

Addenda E BW Fourn Date Received 11 / 09 / 2020
MM DD

Addenda F BW Fourn Date Received 11 / 09 / 2020
MM DD

Addenda G BW Fourn Date Received 11 / 09 / 2020
MM DD

Addenda H BW Fourn Date Received 11 / 09 / 2020
MM DD

Addenda I BW Fourn Date Received 11 / 09 / 2020
MM DD

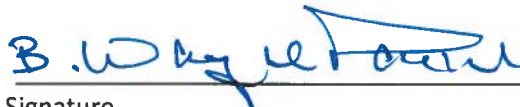
Addenda A - City of Angleton Recreation Center Partial Roof Replacement Site Visitation Form

There will no formal walkthrough of the park; however, a walk-through of the site is required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deem unresponsive.

I, Wayne Parker, certify that I inspected the site regarding the **City of Angleton Recreation Center Partial Roof Replacement** at the Angleton Recreation Center, located at 1601 N Valderas, Angleton, TX 77515.

10/6/2020
Date of Visit


11:00 am/pm am
Time of Visit


Signature

Wayne Parker
Name (please print)

Jaco Roofing & Construction, Inc.
Company

Addenda B - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-size: 1.2em;">Jaco Roofing & Construction, Inc.</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"></div> <div style="text-align: center; font-size: 0.8em; color: blue;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="text-align: center; font-size: 1.2em; margin-bottom: 20px;">n/a</div> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px; margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: center; font-size: 1.2em; margin-bottom: 20px;">n/a</div>		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  Signature of vendor doing business with the governmental entity		<div style="font-size: 1.2em; margin-bottom: 5px;">11/13/2020</div> <hr style="width: 50%; margin: 0 auto;"/> Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
 (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Addenda C References

Please provide information from three (3) references

****SEE ATTACHED****

1. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

2. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

3. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates



Addenda C References

Serving Texas since 1968

Buc-ee's
36 different Locations
Contact: Billy Losack, 979-482-0873
billy@chasecon.com

Alliance Builders
2008-2020 Various Buildings
Contact: Mike Chambers, 713-599-0280

Alvin ISD
2002-2020, Various Schools – Alvin, Pearland, Manvel, Texas
Contact: David Bolton, 281-331-1393
dbolton@alvinisd.net

Brazosport ISD
2000-2020 Various School Buildings
Contact: Alec Journeay, 713-898-2107

Brazoria County
1997-2020, Various Buildings in Brazoria County
Contact: Fred Trevino, 979-864-1567
fredt@brazoria-county.com

City of Lake Jackson
1994-2020, Various Buildings in Lake Jackson
Contact: Modesto Mundo, 979-415-2400
mmundo@lakejacksontx.gov

Wharton County – Duro-Last Roofing
2000-2020, Various Buildings in Wharton County
Contact: Paul Shannon 979-532-4612
paul.shannon@co.wharton.tx.us

*** Other installation references are available upon request.

(979) 265-6101

(979) 265-6448 Fax



Duro-Last Platinum Contractor

1-800-265-JACO

www.jacoroofting.com

info@jacoroofting.com

P. O. Box 937

Clute, TX 77531

Addenda D Statement of Qualifications

DATE SUBMITTED 11/13/2020

All questions must be answered, and the data given must be clear and comprehensive. ***This statement must be notarized.*** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm Jaco Roofing & Construction, Inc.

2. Permanent main office address 1725 S. Velasco, Angleton, TX 77515

3. If a corporation, where incorporated April 1968

4. How many years have you been engaged in the tree lighting install and maintenance service business?
Under what firm or trade names and how long under each?

Roofing - 52 years

5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):
****SEE ATTACHED****

6. Are you licensed as Contractor in the State of Texas? Yes ___ No ___ If "Yes", please provide Contractor numbers?

n/a

7. General character of work performed by your firm Roofing

8. Has your firm ever failed to complete any work awarded to you? Yes ___ No X If "Yes", where and why?

9. Has your firm ever defaulted on a contract? Yes ___ No X If "Yes", where and why?

Jaco Roofing & Construction, Inc.
Jobs In Progress

Customer:	Contract Amount:	Est. Completion Date:
ALVIN ISD EC MASON ELEMENTARY/WEBBER	\$413,800.00	January 2021
BISD BRAZOSWOOD HS CTE BUILDING	\$550,200.00	December 2020
BISD BRAZOSWOOD HIGH SCHOOL/STEWART BUILDERS	\$1,713,100.00	June 2021
TARKINGTON ISD MISC REPAIRS	\$24,730.00	November 2020
BRAZORIA COUNTY CAMP MOHAWK	\$18,865.00	December 2020
CITY OF WHARTON CIVIC CENTER	\$278,000.00	November 2020
BRAZORIA COUNTY OLD JAIL AREA	\$271,195.00	December 2020
VET MED CENTER ANGLETON	\$16,050.00	November 2020
VANDEVEER COMMERCIAL 130 PARKING WAY LAKE JACKSON	\$52,550.00	December 2020

10. List 5 projects of similar size and scope:

****SEE ATTACHED****

Firm Name	Contract	Value	Contact Information
-----------	----------	-------	---------------------

1. _____
2. _____
3. _____
4. _____
5. _____

11. Are any lawsuits pending against you or your firm at this time? Yes ___ No If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations? Yes _____ No If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT Angleton, TX, this 13 day of November, 2020.

Jaco Roofing & Construction, Inc.
(Name of Bidder)

By 
(Signature) Wayne Parker

Title Sales



INSTALLATION REFERENCES – Similar size and scope

Serving Texas since 1968

City of Lake Jackson
1994-2020, Various Buildings in Lake Jackson
Contact: Modesto Mundo, 979-415-2400
mmundo@lakejacksontx.gov
Civic Center Reroof
Value \$185,000.

Brazoria County
1997-2020, Various Buildings in Brazoria County
Contact: Fred Trevino, 979-864-1567
fredt@brazoria-county.com
East Annex Reroof
Value \$244,000.

City of Alvin
2004-2020, Various City Buildings in Alvin
Contact: Dan Kelinske, 832-473-8456
dlkelinske@psf.cityofalvin.com
City Hall Reroof
Value \$87,000.

City of Wharton
2002-2020, Various City Buildings in Wharton
Contact: Bob Baker, 979-533-1399
Civic Center Reroof
Value \$278,000.

City of Angleton
2002-2020, Various Buildings in Angleton
Contact: Kyle Reynolds, 979-849-4364
kreynolds@angleton.tx.us
Recreation Center Standing Seam reroof over Pool and Fitness
Value \$127,000.

*** Other installation references are available upon request.

(979) 265-6101

(979) 265-6448 Fax



Duro-Last Platinum Contractor
1-800-265-JACO
www.jacoroofting.com
info@jacoroofting.com

P. O. Box 937

Clute, TX 77531

Addenda E Subcontractors

LIST OF SUBCONTRACTORS (Required with Bid Submittal)

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.









Subcontractor's Name
N/A

Subcontractor's Type of Work

If no Subcontractors are to be used, please make this page with the word NO SUBCONTRACTORS WILL BE USED.
The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from City of Angleton.

Addenda G - Bid Submission Checklist

Only items marked with an X are applicable to this bid. If additional information is needed, please contact the project coordinator identified in this document Vendor must initial each required task as it is completed. Vendor must include this form as the cover page to the bid submittal.

Vendor Name:					
Individual submitting:					
Contract Number					
Required	Item	Bidder has included in Submitted Packet (Initial)	Required	Item	Bidder has included in Submitted Packet (Initial)
X	General Specifications and Acknowledgement		X	References	
X	Bid Tabulation Form		X	Statement of Bidders Qualifications	
X	Bid Certification		X	Bid Bond-5% of value of bid	
X	Addendum Acknowledgment		X	Sub-Contractor List	
X	Signed-Site Visit Form		X	Signed Conflict of Interest Questionnaire (CIQ)	
After awarded the following documents must be provided- Initial if you are prepared to provide these after awarded, as required					
Required		Acknowledged	Required		Acknowledged
X	Form 1295 – “Certificate of Interested Parties”		X	Payment Bond This applies to bids that exceed \$25,000	
	Performance Bond Requirements. This applies to bids that exceed \$100,000		X	Worker’s Compensation Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable	
X	General Liability and Auto Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable				

Addenda H Bid Bond Sample

BID BOND – Sample - (Bid Bond Required with Bid Submittal)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of _____ as Surety, are hereby held and firmly bound unto City of Angleton as Oblige in the lesser sum of either \$2,500 or 5% of Principal’s Bid Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above-named Principal submitted a bid for _____.

NOW, THEREFORE, (1) if the Oblige shall accept the Bid of the Principal and the Principal and Oblige shall execute Angleton-Contractor Agreement which is part of these Contract Documents and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Bid, or (2) the Oblige shall reject the Principal’s Bid, or fail to execute Angleton-Contractor Agreement within 7 days of receipt from the CONTRACTOR, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

PRINCIPAL

By: _____

(Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)

Wayne Parker

From: Jo Lynn Ellis <jolynn@jacoroofing.com>
Sent: Thursday, November 12, 2020 2:41 PM
To: wayne@jacoroofing.com
Subject: City of Angleton Recreation Center Re-Roof

From: Rinny Foster [mailto:rinny.foster@bks-partners.com]
Sent: Thursday, November 12, 2020 2:31 PM
To: Jo Lynn Ellis
Subject: RE: City of Angleton Recreation Center Re-Roof

They already have it finished and in an over-night package to you.

Rinny Foster | Commercial Account Manager | [BKS-Partners](#) | Southern Protective Group | T 713-463-2127 | E rinny.foster@bks-partners.com

BKS has prepared a **robust set of resources** to help those with homes or business locations in hurricane-prone areas prepare and recover. As always, don't hesitate to reach out to your BKS team if you have questions or need support.



Resources are available [here](#) to help in your COVID-19 response plans. Please note, our colleagues are conducting business virtually to avoid any disruption in our ability to safely serve you.

[Email Disclaimer](#)

From: Jo Lynn Ellis <jolynn@jacoroofing.com>
Sent: Thursday, November 12, 2020 2:24 PM
To: Rinny Foster <rinny.foster@bks-partners.com>
Subject: RE: City of Angleton Recreation Center Re-Roof

CAUTION: External Message. Beware any links or attachments

I think they will take a email copy; then deliver the original next week.

From: Rinny Foster [mailto:rinny.foster@bks-partners.com]
Sent: Thursday, November 12, 2020 2:14 PM
To: Jo Lynn Ellis
Subject: RE: City of Angleton Recreation Center Re-Roof

Jo Lynn,

I emailed the bid bond to SurTec and asked if they can get it out to you today. They will call me and let me know if they can accommodate due to short notice. I know they will try their best.

Thanks,

Rinny Foster | Commercial Account Manager |BKS-Partners |Southern Protective Group| T 713-463-2127 | E rinny.foster@bks-partners.com

BKS has prepared a **robust set of resources** to help those with homes or business locations in hurricane-prone areas prepare and recover. As always, don't hesitate to reach out to your BKS team if you have questions or need support.



Resources are available here to help in your COVID-19 response plans. Please note, our colleagues are conducting business virtually to avoid any disruption in our ability to safely serve you.

Email Disclaimer

-----Original Message-----

From: Jo Lynn Ellis <jolynn@jacoroofing.com>
Sent: Thursday, November 12, 2020 1:20 PM
To: Rinny Foster <rinny.foster@bks-partners.com>
Subject: City of Angleton Recreation Center Re-Roof

CAUTION: External Message. Beware any links or attachments

I need a bid bond for :

City of Angleton Recreation Center
1601 N. Valderas Street
Angleton, Tx 77515

\$217,127.00
30 days to complete
No penalties

Bid 11/13/2020

-----Original Message-----

From: scan@jacoroofing.com [<mailto:scan@jacoroofing.com>]
Sent: Thursday, November 12, 2020 12:12 PM
To: Jolynn
Subject: Scanned from a Xerox Multifunction Printer

Jaco Roofing



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jaco Roofing & Construction, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Angleton as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Remove & replace existing roof at Angleton Recreation Center.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 12th day of November, 2020.

Jaco Roofing & Construction, Inc.
(Principal)

BY: [Signature]

TITLE: Secr - TREAS

SureTec Insurance Company

BY: [Signature]

Chase Worst, Attorney-in-Fact



POA #: N/A

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Chase Worst

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

Principal: Jaco Roofing & Construction, Inc.
Obligee: City of Angleton
Amount: \$ 212,870.00

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

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

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

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

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

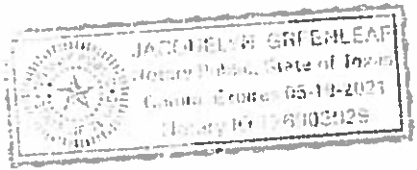
SURETEC INSURANCE COMPANY


By: 
John Knox, Jr., CEO

State of Texas ss:
County of Harris




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




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

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

Given under my hand and the seal of said Company at Houston, Texas this 12th day of November, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

REROOF PROPOSAL

Revised January 18, 2021

City of Angleton
1215 S. Velasco
Angleton, TX 77515

RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM @ ANGLETON RECREATIONAL CENTER, MAIN LOWER FLAT ROOF AREA, UPPER MAIN ROOF, AND 2 EACH ENTRANCE ROOFS – APPROXIMATELY 30,953 SQ. FT. OF ROOF AND PARAPET WALLS

Attn: Lindsay Koskiniemi

We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 20-year labor and material, no-dollar limit, transferable, Duro-Last warranted roof system on the above referenced project. This proposal is based on utilizing the following material and qualifications:

1. Duro-Last 50 mil. white PVC reinforced membrane on the roof and walls.
2. Duro-Last 4" fascia bar with metal fascia trim at reroof areas (Harbor Blue color).
3. Underlayment: Duro-Guard 4" thick PolyISO insulation base layer, with tapered insulation where needed (as before) for positive water flow.
4. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

Qualifications/Clarifications:

5. Proposal based on a full tear-off of the existing roofing membrane and insulation.
6. Walkpads are included 30 each 30"x60" with safety skirt.
7. Remove and replace metal coping at 6 areas of exterior bump-outs at perimeter of dome pool (Harbor Blue Color).
8. Wood blocking is not included.
9. Project completion date to be on or before 5/1/2021.
10. A preconstruction meeting will be scheduled prior to reroof commencement, to discuss the project schedule and to understand when and where Jaco will be working weekly.
11. Jaco will be responsible at its expense, for maintaining perimeter safety in and around the work area while work is being performed. Jaco shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, certifications and consents as may be necessary in connection therewith.
12. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof. Jaco Roofing & Construction, Inc. will not be responsible for leaks or possible interior damage.
13. Jaco is solely responsible for disposal in accordance with all applicable state, federal or local laws, regulations or requirements. Jaco is responsible for the legal disposal and cost of debris removal.
14. Jaco acknowledges that the HVAC will be inspected by City of Angleton staff after completion of project.
15. Jaco acknowledges that it will be expected to have weekly meetings with appointed project manager, Geri Gonzales, Recreation Superintendent, to discuss progress and any reroof related details.

1725 S. Velasco – Angleton, TX 77515
(979)265-6101
Fax (979) 265-6448

"Duro-Last Platinum Contractor"
1-800-265-JACO
www.jacoroofting.com
info@jacoroofting.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

Item 1.

- 16. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system). Jaco will notify project manager and staff on any items that will need to be removed before the project is commenced.
- 17. City of Angleton to provide a staging/lay down area on the West side parking lot, to store materials and a small job trailer during the reroof process.
- 18. **This proposal is intended and shall become in its entirety part of, as if attached and/or written into any other purchase order, contract, or letter of acceptance, written or issued by the owner and is intended and agreed upon to be an integral part of any contract agreement between the parties. There shall be no changes, exclusions, or revisions made to the proposal without explicit agreement and acknowledgement by Jaco Roofing and Construction, Inc.**
- 19. Windstorm inspection (WPI-8) is included for roof system only; HVAC or other components are not included in certification.
- 20. City permit fee is not included (City to waive fee).
- 21. State and local taxes of \$17,912.98 are not included; City of Angleton to provide Sales Tax Exemption Certificate.
- 22. Bond in amount of \$3,257.00 is included in Total Proposal price.
- 23. Quotation based on Jaco's Standard Insurance Limits; 1 Million General Liability, 2 Million General Aggregate with 5 Million Excess/Umbrella Liability, 1 Million Automobile Liability. The City of Angleton to be listed as an Additional Insured.
- 24. Payment terms: 50% of contract amount due upon delivery of roofing materials to jobsite and reroof commencement; with 90% due upon substantial completion. Retainage of 10% due upon issuance of Duro-Last Roofing Warranty. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon.
- 25. Price subject to change if not accepted within 90 days of quote date due to fluctuation of material market.
- 26. Buyer can terminate without excuse within 10 days of date of execution of proposal without penalty

TOTAL PROPOSAL \$ 217,127.00

Respectfully Submitted,

Agreed and Accepted:

JACO ROOFING & CONSTRUCTION, INC.

By:

(Authorized Signing Officer)

(Printed Name)

(Title)

(Date)

Wayne Parker
Sales Manager



POLICY NUMBER: 827BW56191

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any owner, lessee or contractor with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Location And Description of Completed Operations:

Any and all of your completed operations.

Additional Premium: \$0

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: 827BW56191	ENDORSEMENT #: GEN # 2
NAMED INSURED: Jaco Roofing & Construction, Inc.	EFFECTIVE DATE: 02/08/2020
INSURANCE COMPANY: The Burlington Insurance Company	
PRODUCER: R-T Specialty, LLC 820 Gessner Road Suite 1850 Houston, TX 77024	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Policy

**AMENDMENT - OTHER INSURANCE
(PRIMARY AND NON-CONTRIBUTORY COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART**

Schedule of Additional Insured(s):

Any person or organization with whom you have agreed to add as an additional insured in a written contract or agreement.

A.Paragraph C. of this endorsement replaces paragraph 4. Other Insurance of Section IV- Commercial General Liability Conditions, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

B.Paragraph C. of this endorsement replaces paragraph 4. Other Insurance of Section IV- Products-Completed Operations Liability Conditions, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

C.Other Insurance

Notwithstanding other valid and collectible insurance available to the insured for a loss we cover under the applicable Coverage Part to which this endorsement is modifying, this insurance is primary and non-contributory.

However, this endorsement:

1.Applies only when you are required by contract, agreement or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, agreement or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and

2.Does not apply to any claim, loss or liability due to the sole negligence of the additional insured.

Premium for this Endorsement:

\$ 0	Included
------	----------

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ACCIDENTAL AIRBAG DEPLOYMENT	13
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	4
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	21
AMENDED FELLOW EMPLOYEE EXCLUSION	6
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	15
BODILY INJURY REDEFINED	25
EMPLOYEES AS INSUREDS (Including Employee Hired Auto)	3
EXTRA EXPENSE - BROADENED COVERAGE	11
GLASS REPAIR - WAIVER OF DEDUCTIBLE	17
HIRED AUTO COVERAGE TERRITORY	23
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SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. **Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:**

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

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SECTION II - LIABILITY COVERAGE is amended as follows:**2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES**

SECTION II - LIABILITY COVERAGE, Paragraph A.1. - Who Is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.



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9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 12.B.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph C. Limit Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".



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C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "Insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. Is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5. **Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.7. **Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, **General Conditions**, B.5. **Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition C. is replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.



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WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.) This endorsement, effective on 2/8/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001208936 of Texas Mutual Insurance Company effective on 02/08/2020

Issued to: JACO ROOFING & CONSTRUCTION INC

Authorized representative

This is not a bill

NCCI Carrier Code: 29939

2/8/19



AGENCY CUSTOMER ID: JACOROO-01

RC Item 1.

LOC #: 1

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY Baldwin Krystyn Sherman Partners LLC		NAMED INSURED Jaco Roofing & Construction, Inc. P.O. Box 937 Clute, TX 77531 Brazoria	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
\$4,000,000 excess of \$5,000,000 Excess:
Company: Burlington Insurance Company
Policy No: HFF0013720
Policy Period: 7/29/2020 to 2/8/2021
Limit: \$4,000,000 excess of \$5,000,000 Excess



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/26/2021

PREPARED BY: Jeff Sifford

AGENDA CONTENT: Discussion and possible action on an interlocal agreement with Brazoria County Drainage District No. 1, A/K/A Angleton Drainage District to raise the levy at the Sebesta Road Wastewater Treatment Plant.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0.00

FUNDS REQUESTED: \$0.00

FUND: \$0.00

EXECUTIVE SUMMARY:

This is an Interlocal agreement with the Angleton Drainage District to raise the levy.

This is a joint project to increase the levy at the wastewater treatment plant located at 500 Sebesta Road, to the height of the Angleton Drainage District levy.

RECOMMENDATION:

Staff recommends moving forward with the interlocal agreement.

**INTERLOCAL AGREEMENT
REGARDING RAISING THE LEVY AT SEBESTA ROAD
WASTEWATER TREATMENT PLANT
BETWEEN
BRAZORIA COUNTY DRAINAGE DISTRICT NO. 1, A/K/A
ANGLETON DRAINAGE DISTRICT
&
CITY OF ANGLETON, TEXAS**

THIS AGREEMENT is made and entered into by and between the Brazoria County Drainage District No. 1, also known as Angleton Drainage District (“District”), and the City of Angleton Texas, hereinafter referred to as “City” or “Angleton”, and in this regard, the parties hereto mutually agree, and state as follows:

I. Recitals

WHEREAS, Angleton is a Home Rule Municipal Corporation in Brazoria County, Texas and District is a Drainage District defined as a local government in the Texas Government Code both parties enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the “Act”), Chapter 791 of the Texas Government Code, as amended. Angleton and District wish to enter into an agreement regarding a joint project for the elevation increase of the levy at the wastewater treatment plant located at 500 Sebesta Road, Angleton, Texas 77515 to match the height of the Angleton Drainage District levy, which is an approximate height increase of three (3) feet, still centered on the centerline of the existing levy; and any other necessary work in or near Angleton, Texas required by or appropriate for the Project as defined herein.

WHEREAS the responsibilities and the roles of the parties are stated in Sections III and IV; and

WHEREAS both the City and the District represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, the City operates an existing levy and has the dirt on site necessary to raise the levy as required; and

WHEREAS, both Angleton and the District find it mutually desirable to enter into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. Definitions

- A. City: "City" shall mean the City of Angleton, Brazoria County, Texas, with its offices located at 121 S. Velasco, Angleton, Brazoria County, Texas.
- B. District: "District" shall mean the Brazoria County Drainage District No. 1, also known as Angleton Drainage District, Angleton, Texas with its offices located at County Road 428, Angleton, Texas 77515.
- C. Project: "Project" shall mean the raising the elevation of the levy located at 500 Sebesta Road, Angleton, Texas 77515 wastewater treatment plant with existing dirt located on site.

III. City's Obligations

- A. The City agrees solely at the City's expense to do the following: 1. supply the necessary dirt and supplies for the Project; 2. remove and replace the fence located at the levy; 3. pay for any costs of the District for the Project other than (a) fuel, (b) the District's own labor, and (c) the District's own equipment used by the District for the Project; and 4. assist the District as necessary regarding coordination, scheduling and any other necessary cooperation required of the parties to complete the Project. Without limiting the foregoing, the City agrees to pay for any rental equipment used by the District for the project, if necessary, and the District will provide advance notice of the estimated expense of any necessary rental equipment prior to use.
- B. Payment by the City shall be due within 30 days after the date of receipt of each invoice from the District.

IV. District's Obligations

The District will cause only the dirt work for the Project to be done, will provide all labor, equipment (although the City will pay for any necessary rental equipment), and fuel necessary for construction and completion of that dirt work. The District will cooperate and work with the City regarding all coordination, scheduling, and any necessary cooperation of the parties to complete the dirt work for the Project. The District will make a good faith effort to use appropriate equipment it already owns, rather than rental equipment, but the District does not agree to buy any equipment for this Project. The District will make a good faith effort to perform its portion of the Project with the District's own labor force and will provide notice to City if it encounters difficulty with labor.

V. Sharing Information

The parties agree to furnish information about the Project to each other in a timely and expeditious manner. The parties agree to keep each other apprised regarding any changes that reflect a different amount of necessary consideration or different cost estimate as soon as reasonably practicable but in any event in no fewer than five (5) business days.

VI. Consideration

This agreement is made in consideration of the obligations of the parties herein stated in the parties Obligations in Paragraphs III. and IV. No other form of consideration is contemplated nor a component of this agreement.

VII. General Provisions

- a. This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Brazoria County, Texas. This agreement is signed by both parties in Brazoria County, Texas.
- b. Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation, or annexation of one political subdivision by another. There is no partnership, joint venture, or employee-employer relationship between the parties. Rather, each party shall be an independent contractor under the terms of this agreement and shall assume all of the rights, obligations, and liabilities applicable to it as an independent contractor hereunder, and any provisions in this agreement which may appear to give one party (“the first party”) the right to direct the other party (“the second party”) as to the details of doing the work herein covered shall be deemed to mean that the second party shall follow the first party’s requests in the results of the work only.
- c. No agent or employee of either party shall be a borrowed servant of the other party.
- d. Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.
- e. The parties further agree that any and all services, equipment, and materials provided by the District are WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, to the City or any other person, and that the District has no obligation to provide any supplemental warranty work on a project
- f. Neither party may assign this agreement in whole or in part without the consent of the other party.
- g. This agreement binds, and inures to the benefit of, the parties to this agreement and their respective successors and permitted assigns.
- h. This is not a third-party contract. This contract may not be enforced by any person other than the District or the City, and nothing herein shall be construed to create any rights in third parties.
- i. A party is not is required to perform any term or covenant in this agreement as long as performance is delayed or prevented by *force majeure*, which includes strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and epidemics, pandemic, acts of God. However, a party’s obligations shall not be delayed by

this section for more than 180 consecutive days nor more than 365 days in the aggregate, and if a *force majeure* delays or prevents performance longer than that, then either party may terminate this agreement by notice to the other party. Termination shall not impair any obligation of the City to pay its share of costs incurred before termination. Regardless of any other provision, this section shall not excuse a failure to pay money.

j. Severability Clause: The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

k. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

l. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.

m. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

n. No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

VIII. Default

In the event either party fails to fulfill the obligations set forth in Paragraphs III and IV regarding the parties' obligations as set forth herein, the City or District shall give written notice of default with an opportunity to cure such default within thirty (30) days. If either party fails to cure such default during the 30-day cure period, then the other party may terminate the Agreement.

IX. Notices and Addresses

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed received upon the earlier of the following: (1) actual receipt, at the address stated in this section, regardless of the delivery method; or (2) being deposited in the United States mail by certified or registered mail, postage prepaid, addressed as stated in this section. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the District:

Brazoria County Drainage District No. 1
Attention: Superintendent
1123 County Road 428
P. O. Box 2469
Angleton, Texas 77516-2469

To the City:

City of Angleton
121 South Velasco
Angleton, Texas 77515
Attention: Mayor

A party may designate a different address by giving the other party ten days written notice, as herein provided.

EFFECTIVE DATE: _____

BRAZORIA COUNTY DRAINAGE
DISTRICT NO. 1

CITY OF ANGLETON, TEXAS

By: _____
David B. Spoor, Chairman

By: _____
Jason Perez, Mayor

ATTEST:

ATTEST:

By: _____
Weldon Zgarba, Vice Chairman

By: _____
Frances Aguilar, City Secretary

RESOLUTION NO. 20210126-003**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON APPROVING THE ASSIGNMENT AND SALE AGREEMENT BETWEEN ANGLETON GREEN TRAILS, LLC AND TEXAS PID FINANCING I, LLC.**

WHEREAS, City of Angleton and Developer Angleton Green Trails, LLC executed a Reimbursement Agreement on August 10, 2019 and the City of Angleton created the Green Trails Public Improvement District (“PID”) pursuant to Chapter 372 of the Texas Local Government Code and by Resolution 20190910-017; and

WHEREAS, Angleton Green Trails, LLC intends to construct and is constructing a residential development within the PID consisting of 50 single family lots, and other related PID improvements, including water, sanitary sewer, storm drainage & detention, paving, landscaping and amenities, engineering, surveying and professional services; and

WHEREAS, Section 7.07 of the Reimbursement Agreement allows the parties to assign their rights and obligations under the Reimbursement Agreement only with prior written consent of the other Party; and

WHEREAS, the City finds that the Assignment and Sale Agreement attached to this Resolution as Exhibit A, is permitted pursuant to the executed Reimbursement Agreement ; and

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

SECTION 1. The City Council of the City in accordance with Section 7.07 of the executed Reimbursement Agreement between the City of Angleton and Green Trails LLC hereby consents to the assignment of rights from Green Trails LLC to Texas PID Financing I, LLC, evidenced by the Assignment and Sale Agreement attached to this Resolution and incorporated herein as Exhibit “A”.

SIGNATURE PAGE FOLLOWS

PASSED AND APPROVED THIS THE 26TH DAY OF JANUARY 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary

EXHIBIT A**ASSIGNMENT AND SALE AGREEMENT**

This Assignment and Sale Agreement, dated as of [], 2020 (this “Agreement”), is between Angleton Green Trails, LLC, a Texas limited liability company (the “Seller”), and [Texas PID Financing I, LLC], a [Delaware limited liability company] (the “Buyer”).

W I T N E S S E T H :

WHEREAS, the City of Angleton (the “City”), a municipal corporation and a home-rule city in the State of Texas, has created the Green Trails Public Improvement District (the “PID”);

WHEREAS, the Seller intends to construct (or cause to be constructed) and is constructing (or is causing to be constructed) a residential development within the PID, consisting of 50 single-family lots, and other related improvements (collectively, the “PID Improvements”);

WHEREAS, the City previously entered into that certain Reimbursement Agreement No. 20190910-018, dated as of August 10, 2019 (the “Reimbursement Agreement”), with Seller, pursuant to which the City has agreed to reimburse the Seller for certain amounts advanced by the Seller to finance the development and construction of PID Improvements; and

WHEREAS, the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, all of the Seller’s rights to be paid any and all amounts payable to the Seller by the City pursuant to the Reimbursement Agreement and all amounts paid by the City thereunder (collectively, the “Reimbursements”).

NOW, THEREFORE, in consideration of the premises and of the commitments made hereunder the parties hereto agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells to the Buyer, without recourse, the Reimbursements.

2. It is the express intent of the parties hereto that the transfer of the Reimbursements by the Seller to the Buyer as provided in this Agreement be, and be construed as, an absolute sale of the Reimbursements. It is, further, not the intention of the parties that such transfer be deemed the grant of a security interest in the Reimbursements by the Seller to the Buyer to secure a debt or other obligation of the Seller. In the event, however, that, notwithstanding the intent of the parties, the Reimbursements are held to be the property of the Seller, or if for any other reason this Agreement is held or deemed to create a security interest in the Reimbursements, then this Agreement shall constitute a security agreement. Without derogating from the intent of the parties as set forth above, the Seller hereby grants to the Buyer, to secure all of the Seller’s obligations hereunder, a security interest in all of the Seller’s right, title, and interest, if any, whether now owned or hereafter acquired, in and to the Reimbursements and all proceeds thereof.

3. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

IN WITNESS whereof this Assignment and Sale Agreement has been entered into the date first above written.

ANGLETON GREEN TRAILS, LLC

By: _____
Name: _____
Title: _____

[TEXAS PID FINANCING I, LLC]

By: _____
Name: _____
Title: _____

REIMBURSEMENT AGREEMENT NO. 20190910-018

This Reimbursement Agreement (this “*Agreement*”) is made as of August 10, 2019, by and between the **CITY OF ANGLETON**, a municipal corporation and a home-rule city in the State of Texas (the “*City*”), and Angleton Green Trails, LLC a Texas limited liability company (the “*Developer*”).

RECITALS

WHEREAS, in accordance with the provisions of Chapter 372, TEX. LOCAL GOV’T CODE, and Resolution 20190910-017, the City Council of the City of Angleton created the Green Trails Public Improvement District (the “*PID*”) pursuant to the petition for creation from the owner thereof; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City and the land within the PID to finance the construction of certain PID Improvements (defined below) and that an assessment against the benefited property within the PID should be made; and

WHEREAS, the Developer is the owner of certain property within the PID described in Exhibit A and B, and wishes to finance and construct certain PID projects; and

WHEREAS, the Developer intends to assist the City in the financing and construction of the PID Improvements, in exchange for the City’s agreement to reimburse the Developer in accordance with the terms of this Agreement; now, therefore,

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Developer and the City contract and agree as follows:

**ARTICLE 1
GENERAL TERMS**

1.01 **Definitions.** The terms “*Agreement*,” “*City*,” “*Developer*,” and “*PID*” have the meanings set forth in the preamble hereof, and the following terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement, the words “shall” and “will” are mandatory, and the word “may” is permissive.

Act shall mean the Public Improvement District Assessment Act, Chapter 372, TEX. LOCAL GOV’T CODE, as amended.

Assessments shall mean assessments levied and collected in connection with the PID pursuant to the Act and the Plan, and deposited by the City into a PID Revenue Fund.

Developer Advances shall mean any funds advanced by the Developer pursuant to Section 5.01, and shall include any interest payable thereon.

Net Assessments shall mean the annual deposits of the Assessments into the PID Revenue Fund, less amounts reasonably required or anticipated to be required for the administration and operation of the PID in carrying out its responsibilities hereunder, including a reasonable operating reserve.

Parties or *Party* shall mean the City, and the Developer as parties to this Agreement.

PID Improvements shall mean the improvements described in Article 3 hereof.

PID Revenue Fund shall mean the special fund established by the City and funded with payments made to the City pursuant to the PID.

Plan shall mean the final Service and Assessment Plan for the PID as approved by City Council in accordance with the Act.

Project shall mean the residential development within the PID projected to be carried out by the Developer described on Exhibit B.

1.02 Singular and plural; gender. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa. Likewise, any masculine references shall include the feminine, and vice versa.

ARTICLE 2 REPRESENTATIONS

2.01 Representations of the City. The City hereby represents that:

a. The City is duly authorized and is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

b. The City has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the City, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

c. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

2.02. Representations of the Developer. The Developer hereby represents that:

a. The Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

b. The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provisions of the Developer's organizational documents, and (iii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

c. The Developer has sufficient capital to perform its obligations under this Agreement and will commence construction of the Project within eighteen (18) months of execution of this Agreement.

d. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

ARTICLE 3 THE PLAN AND PID IMPROVEMENTS

3.01 The PID Improvements. The PID Improvements are intended to enhance the proposed implementation of a development within the PID constituting the Project, as more fully described in the Plan.

3.02 PID Improvements description. The PID Improvements consist of acquisition, construction and development of the public improvements within the portion of the PID comprising the Project, as more fully described in Exhibit C including a sketch or similar diagram with timing of the improvements, and as described in the Plan. The PID Improvements will be developed pursuant to a schedule consistent with the pace of development of the Project that is mutually agreeable to the Parties. The PID Improvements shall include all engineering, legal and other consultant fees and expenses related to such PID Improvements. The Developer shall be entitled to reimbursement of the project costs described in Exhibit C subject to the limitations contained in Section 3.06 of this agreement.

3.03 Costs Associated with the PID. The PID shall be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration, or the construction of PID improvements.

3.04 General terms of the Plan. The Plan has not yet been adopted by the City. The Parties anticipate that the Plan, at a minimum, will include the PID Improvements described

above to serve the land within the PID, and such other facilities as may be agreed upon by the Parties, and that the Assessments shall be assessed in phases to affect only the portions of the PID directly benefited by the PID improvements to be financed by each Assessment. The Assessments shall be based upon the agreed-upon estimated costs of the Public Improvements as reflected in Exhibit C, plus those related costs as deemed reimbursable by the City; however, the Assessments in the Plan shall be formulated in a manner that generally conforms to the equivalent of a \$0.50 tax rate for properties covered by the Plan on a project-wide basis, and a maximum fifteen (15) year payment term for each property covered by the Plan.

3.06 Additional Projects. This Agreement does not apply to any projects not specifically included in the Plan and defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

4.01 Construction manager. The Developer agrees to construct the PID Improvements and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the PID Improvements. The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the PID Improvements, provide periodic reports of such construction to the City upon request, and cause the construction to be performed in accordance with the Plan.

4.02 Design of the PID Improvements. The Developer shall prepare or cause to be prepared the plans and specifications for the PID Improvements. Prior to the commencement of construction or implementation of the PID Improvements, the plans and specifications must be approved by the City. The PID Improvements shall be designed in accordance with City standards applicable to similar public improvements within the City.

4.03 Construction contracts. The Developer shall prepare the PID Improvements construction contract documents to ensure that the contract documents are in accordance with the approved plans and specifications. The Developer shall comply with all laws and regulations regarding the bidding and construction of public improvements applicable to similar facilities constructed by the City, including without limitation any applicable requirement relating to payment, performance and maintenance bonds.

4.04. Construction and implementation of the PID Improvements. The Developer shall be responsible for the inspection and supervision of the construction and implementation of the PID Improvements.

a. The Developer shall commence construction of the PID Improvements in a timely fashion to coincide with the expected development of the Project but no later than eighteen (18) months after execution of this agreement.

b. Upon completion of a contract for the construction of the PID Improvements, the Developer shall provide the City with a final summary of all costs associated with such contract, and show that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors. Following completion of a construction contract, the Developer will call for inspection of the applicable PID Improvements by the City, and upon approval thereof as being in compliance with City standards relating thereto, the PID Improvements will be conveyed to the City along with warranty and maintenance bonds, subject only to the right to reimbursement for Developer Advances with respect thereto. The Developer and PID shall cure any defects before the City accepts dedication of the improvements.

ARTICLE 5 PROJECT FINANCING AND FUNDING

5.01. The Developer Advances.

a. In connection with the construction of the PID Improvements the Developer has determined are required to be constructed to serve the Project, the Developer agrees to provide sufficient funds as such become due for all costs thereof (the "Developer Advances"), such as costs of design, engineering, materials, labor, construction, and inspection fees arising in connection with the PID Improvements, including all payments arising under any contracts entered into pursuant to this Agreement.

b. Developer will reimburse the City for all costs associated with establishing the PID and implementing the Plan.

c. Interest on each Developer Advance shall accrue at a rate one-half of one percent above the highest index rate for tax-exempt bonds (see LGC 372.023(e)) rate reported by *The Bond Buyer* newspaper in a weekly bond index in the month before the date of this agreement, compounded annually, whether such costs, fees, or expenses are paid or incurred before or after the effective date of this Agreement. The interest rate shall not exceed eight percent (8%).- Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day). The developer earned interest will be reimbursed at an amount not to exceed the net effective interest rate on bonds sold or 8%, whichever is less. If district bonds are not sold, reimbursement will be calculated at 50 basis points over the average interest reported by The Bond Buyer on its 20 Bond Index for general obligation bonds during the interest accrual period or 8%, whichever is less.

5.02. Repayment of Developer Advances.

a. In consideration of the development and construction of the PID Improvements, the City shall begin repaying the Developer Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from the following

source, and solely from such source, provided no payment shall be due until the applicable PID Improvement has been conveyed to and accepted by the City:

(i) the Net Assessments, subject to the limitations set forth in **subsection (c)**.

b. the City shall reimburse the Developer for Developer Advances, plus interest, from Net Assessments from the Project accumulated in the PID Revenue Fund available in accordance with the priorities described in **Section 5.03** below.

c. At such time as funds are available to pay all or any portion of the Developer Advances made hereunder in a minimum amount of \$5,000, but not more often than quarterly, the City shall hire a certified public accountant at the Developer's expense to calculate the amount due the Developer and prepare and submit a report to the City certifying the amount due the Developer for the Developer Advances being repaid with interest calculated thereon. Such report shall be approved at the earliest practicable time, but not later than 90 days after submission by the Developer of the records required therefor. The City shall make payment to the Developer within 30 days of approval of the accountant's report.

d. At no time shall the City be required to reimburse the Developer from any funds raised or to be raised from taxation or any other revenues of the City except Net Assessments actually collected by the City. The City is not required to levy taxes or issue bonds to satisfy the PID reimbursement obligations or any other obligation arising from this agreement.

5.03. Priorities. Amounts deposited in the PID Revenue Fund shall be applied in the following order of priority (i) administrative and operating costs of the PID, (ii) payments to the Developer pursuant to **Section 5.02**, above.

ARTICLE 6 DEFAULT

6.01. Default.

a. If the City does not perform its obligations hereunder in substantial compliance with this Agreement, in addition to the other rights given the Developer under this Agreement, the Developer may enforce specific performance of this Agreement.

b. If the Developer fails to commence or complete the PID Improvements or the Project in accordance with the terms of this Agreement, including the failure to fund Developer Advances or commence construction of the Project within eighteen (18) months, the City may terminate this Agreement with respect to its obligations to the Developer and shall be relieved of any obligation to reimburse the Developer for any Developer Advances or seek actual damages incurred for any such default.

c. The Party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have 60 days to remedy the default prior to the declaration of any default hereunder.

ARTICLE 7 GENERAL

7.01. Inspections, audits. The Developer agrees to keep such operating records with respect to the PID Improvements and other activities contemplated by this Agreement and all costs associated therewith as may be required by the City, or by State and federal law or regulation. The Developer shall allow the City access to, and the City shall have a right at all reasonable times to audit, all documents and records in the Developer's possession, custody or control relating to the PID Improvements that the City deems necessary to assist the City in determining the Developer's compliance with this Agreement.

7.02 Developer operations and employees. All personnel supplied or used by the Developer in the performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

7.03 Personal liability of public officials, legal relations. To the extent permitted by State law, no director, officer, representative, employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Agreement. THE DEVELOPER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED BY ANY PERSON, PERSONS, OR PROPERTY RESULTING FROM THE NEGLIGENT ACTS OF THE DEVELOPER, OR ANY OF ITS AGENTS, OFFICERS, OR REPRESENTATIVES IN PERFORMING ANY OF THE SERVICES AND ACTIVITIES UNDER THIS AGREEMENT.

7.04 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

City of Angleton
c/o City Manager
121 S. Velasco
Angleton, Texas 77515

Angleton Green Trails, LLC
830 Baker Drive
Tomball, TX 77375

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by the City, or the Developer, as the case may be.

7.05 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the City and the Developer. No course of dealing on the part of the Parties, nor any failure or delay by one or more of the Parties, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

7.06 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.07 Successors and assigns. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Parties, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect; provided that, the Developer may make a collateral assignment in favor of a lender without consent. This section shall not be construed to prevent the Developer from selling lots, parcels or other portions of the Project in the normal course of business. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

7.08 Exhibits; titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.09 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

7.10 Entire Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR,**

CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the earlier of the date that the Developer Advances have been repaid in full, or January 1 of the year following the date the last assessment payment has been made in accordance with the PID Service and Assessment Plan and Assessment Roll(s).

7.12 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

7.13 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably conditioned, withheld or delayed.

7.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

7.15 Legal costs. If any Party hereto is the prevailing party in any legal proceedings against another Party brought under or with relation to this Agreement, such prevailing Party shall additionally be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party to such proceedings.

7.16 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

**ARTICLE 8
ASSESSMENTS AND HOME VALUES**

8.01 Home Values. The average home value shall be no less than \$225,000.00.

8.02 Assessment Value. The assessment will be no more than the equivalent of a \$0.50 per \$100.00 tax rate.

8.03 Administration of Assessments. The City may contract with an outside consultant to administer the PID and to bill, collect, and track the district assessments.

8.04 Administration of Assessment Costs. The cost for administration of the assessments shall be considered a reimbursable project cost and shall be included in the Plan. Additionally, the PID's budget shall include sufficient funds to pay for all costs the City incurs related to the district.

8.05 City Property and Assessments. Property owned by the City shall not be subject to the assessments.

**ARTICLE 9
MISCELLANEOUS PROVISIONS**

9.01 Landowner's Agreement. Landowner's Agreement shall be recorded in the Official Public Records of the County for the purpose of notifying any prospective owners of the existence or proposal of special assessments on the property.

9.02 Closing Statements and Sales Contracts for Lots. All closing statements and sales contracts for the lots shall specify who is responsible for the payment of any existing PID assessments, or a pro-rata share thereof.

9.03 City Funding. The City shall not be obligated to provide funds for any improvement, except from the proceeds of the PID bonds and PID assessments.

9.04 Water and Sewer Service Capacity. The applicant shall confirm with the City that water and sewer service capacity is available for the project. If studies need to be performed by the City to confirm the availability of capacity the applicant shall pay for the studies.

[EXECUTION PAGE FOLLOWS]

EXHIBIT A

DESCRIPTION OF

9.5455 AC. OR 415,800 SQ. FT.

A TRACT OR PARCEL CONTAINING 9.5455 ACRES OR 415,800 SQUARE FEET OF LAND BEING OUT OF A CALLED 9.99 ACRE TRACT OF LAND CONVEYED TO DIANKONOS HOLDINGS, LLC, ET AL, AS RECORDED UNDER FILE NO. 2015053344, OF THE BRAZORIA COUNTY OFFICIAL RECORDS (B.C.O.R.), AND BEING ALL OF ZION TOWNHOMES, AS RECORDED UNDER FILE NO. 2016050349, OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), SITUATED IN THE I. T. TINSLEY SURVEY, ABSTRACT NO. 375, BRAZORIA COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A 5/8-INCH IRON ROD STAMPED "WINDROSE" SET IN THE EAST RIGHT-OF-WAY LINE OF BUCHTA ROAD (60 FEET WIDE) FOR THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, ANGLETON COUNTRY ESTATES, AS RECORDED IN VOL. 11, PG. 48, OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND THE NORTHWEST CORNER SAID ZION TOWNHOMES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 06 MIN. 51 SEC. EAST, WITH THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 1,260.00 FEET TO A 1/2-INCH IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF ANGLETON BOULEVARD (60 FEET WIDE) AS RECORDED IN VOL. 11, PG. 48, B.C.P.R., FOR THE SOUTHEAST CORNER OF LOT 18, SAID BLOCK 4, AND THE NORTHEAST CORNER OF SAID ZION TOWNHOMES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 53 MIN. 09 SEC. EAST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID ANGLETON BOULEVARD, A DISTANCE OF 330.00 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF A CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO CLARK F. FORD, AS RECORDED UNDER FILE NO. 2007046264, B.C.O.R., FOR THE SOUTHEAST CORNER OF SAID ZION TOWNHOMES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 06 MIN. 51 SEC. WEST, WITH THE NORTH LINE OF SAID CALLED 10.00 ACRE TRACT, A DISTANCE OF 1,260.00 FEET TO A 1/2-INCH IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID BUCHTA ROAD, FOR THE NORTHWEST CORNER OF SAID CALLED 10.00 ACRE TRACT, AND THE SOUTHWEST CORNER OF SAID ZION TOWNHOMES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 53 MIN. 09 SEC. WEST, WITH THE EAST RIGHT-OF-WAY LINE OF SAID BUCHTA ROAD, A DISTANCE OF 330.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.5455 ACRES OR 415,800 SQUARE FEET OF LAND.

EXHIBIT C

The PID Improvements

Water, Sanitary Sewer, Storm Drainage & Detention, Paving, Landscaping and Amenities,
Engineering, Surveying and Professional Services
Estimated Total = \$1,500,000.00

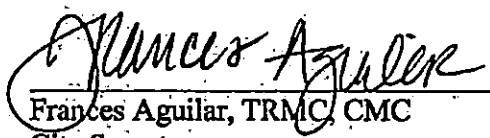
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of August 10, 2019.

CITY OF ANGLETON, TEXAS




Jason Perez
Mayor

ATTEST:



Frances Aguilar, TRMC, CMC
City Secretary

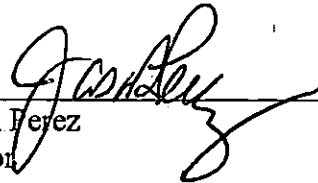


Angleton Green Trails, LLC


William A. Benson, Jr., Manager


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of August 10, 2019.

CITY OF ANGLETON, TEXAS



Jason Perez
Mayor

ATTEST:



Frances Aguilar, TRMC, CMC
City Secretary



Angleton Green Trails, LLC

_____, Manager





AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/26/2021

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on resolution 20210126-003 approving the Assignment and Sale Agreement between Angleton Green Trails, LLC. and Texas PID Financing I, LLC.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The Assignment and Sale Agreement from Angleton Green Trails LLC to Texas PID Financing is permissible in accordance with Section 7.07 of the August 2019 Green Trails Reimbursement Agreement.

RECOMMENDATION:

Staff recommends approval.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/26/2021

PREPARED BY: Megan Mainer

AGENDA CONTENT: Conduct a public hearing and possible action on Resolution No. **20210126-***** authorizing the submission of a Texas Parks and Wildlife Department Grant – Recreational Trails application and authorizing the City Mayor, or designee, to act as the City’s Executive officer and authorized representative in all matters pertaining to the city’s participation in the Recreational Trails Grant.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$3,000,000.00

FUNDS REQUESTED: NA

FUND: TBD

EXECUTIVE SUMMARY:

The City of Angleton is eligible for the Texas Parks and Wildlife Department (TPWD) Recreational Trails grant. Staff would like to apply for this grant to help assist with costs associated with Lakeside Park including primary and secondary trails, sidewalks, boardwalk, signs, restrooms, parking areas, drinking fountains, bike racks, benches, tables, and natural bollards. Staff plans to note additional park amenities as an overmatch.

The Texas Parks and Wildlife Department (TPWD) administers the Texas Recreational Trails Fund (TRTF) under the approval of the Federal Highway Administration (FHWA) Recreational Trails Program (RTP). This federal program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. Funds can be spent on both motorized and non-motorized publicly accessible recreational trail projects, including: Construction of new recreational trails, improvement of existing trails, development of trailhead or trailside facilities, and acquisition of trail corridors.

Funding provided by this program is on a cost reimbursement basis. Projects sponsors must have cash on hand for all grant purchases and must initiate their approved projects with their own funds and be reimbursed up to 80 percent of allowable costs after submitting documentation of expenses. Individual trail grant awards can range from \$4,000 (\$5,000 or more total project cost) to \$200,000 (\$250,000 or more total project cost) for non-motorized projects.

RECOMMENDATION:

Staff recommends City Council approve the Resolution No. 20210126-*** authorizing the submission of a Texas Parks and Wildlife Department Grant – Recreational Trails application and authorizing the City Mayor, or designee, to act as the City’s Executive officer and authorized representative in all matters pertaining to the city’s participation in the Recreational Trails Grant.

RESOLUTION NO. 20210126-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE CITY IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, FOR THE PURPOSE OF PARTICIPATING IN THE RECREATIONAL TRAILS GRANT PROGRAM; CERTIFYING THAT THE CITY IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE CITY MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Angleton, “Applicant”, is applying for a Texas Parks & Wildlife Department Texas Recreational Trails Grant; and

WHEREAS, Texas Parks & Wildlife Department, “Department,” for the purpose of participating in the Recreational Trails Grant Program, “Program”, requires an Authorizing Resolution; and

WHEREAS, the Applicant , is fully eligible to receive assistance under the Recreational Trails Grant Program,; and

WHEREAS, the Applicant is desirous of authorizing a City Official to represent and act for the Applicant in dealing with the Department concerning the Program;

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

SECTION 1. The City of Angleton, Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2. The Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3. The Applicant hereby authorizes and directs the City of Angleton, Parks & Recreation Director, Megan Mainer, to act for the Applicant in dealing with the Department for the purposes of the Program, and that the City Parks & Recreation Director is hereby officially designated as the representative in this regard.

SECTION 4. The Applicant hereby specifically authorizes Megan Mainer, Parks & Recreation Director as the Official to submit an application to the Department concerning the site to be known as Lakeside Park in the City of Angleton for use as a park site dedicated for public park and recreation purposes in perpetuity. Projects with federal monies may have differing requirements.

PASSED AND APPROVED THIS THE 26th DAY OF JANUARY 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/26/2021

PREPARED BY: Megan Mainer

AGENDA CONTENT: Conduct a public hearing and possible action on Resolution No. **20210126-***** authorizing the submission of a Texas Parks and Wildlife Department Grant – Boater Access application and authorizing the City Mayor, or designee, to act as the City’s Executive officer and authorized representative in all matters pertaining to the city’s participation in the Boater Access Grant.

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: \$3,000,000 **FUNDS REQUESTED:** NA

FUND: TBD

EXECUTIVE SUMMARY:

The City of Angleton is eligible for the Texas Parks and Wildlife Department (TPWD) Boating Access grant. Staff would like to apply for this grant to help assist with costs associated with Lakeside Park including boater access, courtesy dock, restroom facilities, parking, access walkway, and signage for a total estimated construction cost of \$666,667. Staff plans to note additional park amenities as an overmatch including the pavilion, additional parking costs, benches, picnic tables, playground, fishing pier, observation deck, access walkways, lighting and fencing.

The Texas Parks and Wildlife Department (TPWD) administers the Boating Access Fund in Texas under the approval of the Federal Aid in Sport Fish Restoration Act. This federally funded program receives its funding from the federal program are derived from the federal gasoline tax generated by sales of gasoline for recreational motorboats and a federal excise tax on the sales of fishing tackle and trolling motors. Fifteen percent of the state’s annual apportionment from this federal program must be used to provide public recreational boating access.

Funding provided by this program is on a cost reimbursement basis. Project sponsors must initiate their approved projects with their own funds and be reimbursed up to 75 percent of allowable costs after submitting documentation of expenses. The maximum amount which may be requested for assistance is \$500,000 in matching grant funds.

Projects will be selected for funding with the help of the Boating Access Advisory Board made up of TPWD staff from various divisions. Selected projects must comply with U.S. Fish &

Wildlife (FWS) funding requirements and be in accordance with all state and federal laws, and executive orders. The Texas Parks and Wildlife Department will authorize funding for selected projects based on the recommendations of the Boating Access Advisory Board.

Letters of support have been sent out to various agencies to submit with our application.

RECOMMENDATION:

Staff recommends City Council approve the Resolution No. **20210126-***** authorizing the submission of a Texas Parks and Wildlife Department Grant – Boater Access application and authorizing the City Mayor, or designee, to act as the City’s Executive officer and authorized representative in all matters pertaining to the city’s participation in the Boater Access Grant.

RESOLUTION NO. 20210126-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE CITY IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, FOR THE PURPOSE OF PARTICIPATING IN THE BOATING ACCESS GRANT PROGRAM; CERTIFYING THAT THE CITY IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE CITY MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Angleton, “Applicant”, is applying for a Texas Parks & Wildlife Department Texas Recreational Boating Access Fund Grant; and

WHEREAS, Texas Parks & Wildlife Department, “Department,” for the purpose of participating in the Boating Access Grant Program, “Program”, requires an Authorizing Resolution; and

WHEREAS, the Applicant , is fully eligible to receive assistance under the Boating Access Grant Program,; and

WHEREAS, the Applicant is desirous of authorizing a City Official to represent and act for the Applicant in dealing with the Department concerning the Program;

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

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SECTION 4. The Applicant hereby specifically authorizes Megan Mainer, Parks & Recreation Director as the Official to submit an application to the Department concerning the site to be known as Lakeside Park in the City of Angleton for use as a park site dedicated for public park and recreation purposes in perpetuity. Projects with federal monies may have differing requirements.

PASSED AND APPROVED THIS THE 26th DAY OF JANUARY 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, CMC
City Secretary

Project Budget Details

City of Angleton

BA-2021-Anglet Item 5.

Project Cost Summary and Budget Narrative

Professional Services

Does this project include costs for Professional Services PRIOR to the USFWS grant approval date?

Yes No

Eligible Construction Costs

Include Site Preparation and Itemize proposed project elements to include but not limited to:

- Boat Launching Lanes
- Dredging
- Bulkhead
- Fish Cleaning Station
- Courtesy Docks
- Roads and Parking
- Restroom (floating or land-based)
- Day Use Facilities
- A temporary program acknowledgment sign is required during construction
- A permanent program acknowledgment sign is required at project completion

Facilities that will be constructed using boating access funds include:

- 1 Boat Launching Lanes
- 2 Dredging
- 3 Bulkhead
- 4 Courtesy Docks
- 5 Parking and access walkways
- 6 Restroom (Land Based)
- 7 Temporary and permanent signage

All other support facilities will be paid for through Lakeside Recreation Bond Proceeds

How will the development of the project be constructed/installed? (select all that apply)

- Force Account
- Contract
- In Kind
- Other Government Assistance
- Volunteers

Project Budget Details

City of Angleton

BA-2021-Anglet Item 5.

Sponsor Match

Describe (1000 characters or less) the Methodology of financial value obtained for Sponsor Match.

Sponsor match will be from Lakeside Park Bond proceeds. The City has issued \$3.0 million in bonds for development of Lakeside Park. The grant request is targeted for the boating access and related facilities. Design, permitting and other support facilities for Lakeside Park will be developed using bond proceeds and can be considered as part considered overmatch.

In-Kind/Volunteer Match

Describe (1000 characters or less) the Methodology of financial value obtained for In-Kind/ Volunteer.

There is no in-kind match anticipated for this project.

Budget Summary

Budget Summaries may include the following estimated costs:

- A. Professional services - Phase 1
 - 1) Pre-Agreement Costs
 - a) Cultural and natural resource clearance
 - b) U.S. Army Corps of Engineers 404 permit or clearance
 - 2) Architectural/Engineering Costs
 - 3) Design services and professionally sealed construction plans
 - 4) Miscellaneous Costs, if needed (must be detailed)
- B. Construction
 - 1) Totals for each construction element
 - 2) Required Program Signage:
 - a) Temporary program acknowledgement sign (during construction)
 - b) Permanent program acknowledgement sign or plaque

NOTE:

•**Grant Elements** are ONLY those expenses for which you will be requesting reimbursement if the grant is approved . Grant Elements = grant funds + applicant match

•**Over Match Elements** are ONLY those expenses for which you are covering the costs above the grant limit , overmatching the grant or constructing elements not part of the grant.

Earliest Beginning Date: 5/3/2021

Project Budget Details

			<i>For TPWD use only</i>		
	Grant Elements	Over-Match	Grant + Over-Match Total	Approved Grant Elements	Approved Grant + Over-Match Total
PROFESSIONAL SERVICES					
1	USACE Permit/Environmental Compliance	\$0	\$25,000	\$25,000	
2	Cultural Resource Survey	\$0	\$15,000	\$15,000	
3	Final Plans/Specifications	\$0	\$300,000	\$300,000	
4	Texas Department of Licensing	\$0	\$2,500	\$2,500	
5	Mitigation Costs	\$0	\$5,000	\$5,000	
6	Miscellaneous Costs	\$0	\$15,000	\$15,000	
	TOTAL PROFESSIONAL SERVICES	\$0	\$362,500	\$362,500	\$0
CONSTRUCTION					
	Boating access (includes bulkhead, ramp, storage)	\$300,000	\$0	\$300,000	
	Courtesy Dock	\$75,000	\$0	\$75,000	
	Restrooms	\$175,000	\$0	\$175,000	
	Parking	\$87,500	\$0	\$87,500	
	Access Walkway	\$21,000	\$0	\$21,000	
	Signage	\$8,167	\$0	\$8,167	
	Pavilion	\$0	\$800,000	\$800,000	
	Parking	\$0	\$253,350	\$253,350	
	Benches/Picnic Tables/Playground	\$0	\$218,500	\$218,500	
	Fishing Pier	\$0	\$53,300	\$53,300	
	Observation Deck	\$0	\$223,626	\$223,626	
	Access Walkways	\$0	\$232,450	\$232,450	
	Lighting	\$0	\$57,000	\$57,000	

Project Budget Details

Fencing	\$0	\$14,500	\$14,500		
TOTAL CONSTRUCTION COST	\$666,667	\$1,852,726	\$2,519,393	\$0	\$0
TOTAL PROJECT COST	\$666,667	\$2,215,226	\$2,881,893	\$0	\$0
FEDERAL MATCH - 75%	\$500,000		APPROVED FEDERAL MATCH - 75%		\$0
SPONSOR MATCH - 25%	\$166,667		REQUIRED SPONSOR MATCH - 25%		\$0
VERIFY GRANT + OVER-MATCH	\$2,881,893		VERIFY APPROVED GRANT + OVER MATCH		\$0

Local Matching Share of Grant

Provide information on the source of the local matching share (25% of total project cost).

APPLICANT Voter Approved Bonds	\$166,667
APPLICANT Funds (General Fund cash, 4-B, EDC, etc.)	\$0
APPLICANT In-House Labor, Equipment and/or Materials	\$0
PRIVATE or OTHER PUBLIC Contributions (cash, labor, equipment and/or materials)	\$0
Total Match:	\$166,667

Will Local Match be Available immediately upon TPWD Local Grant Agreement executed by both parties ?

Yes No

TPWD Notes: *For TPWD use only*



AGENDA ITEM SUMMARY FORM

MEETING DATE: 1/26/2021

PREPARED BY: Martha Eighme

AGENDA CONTENT: Discussion and possible action on the Broadband Initiative.

AGENDA ITEM SECTION: (choose one, delete others) Ceremonial Presentation, Consent Agenda, Public Hearing, Regular Agenda, Executive Session

BUDGETED AMOUNT: EnterTextHere **FUNDS REQUESTED:** EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

The City of Angleton has formally begun a Broadband Initiative for the greater Angleton Area. This is in response to a growing concern within our community regarding our current/future broadband capabilities. A crucial part of this initiative is community input. To date, we have conducted a public input survey and a Town Hall Meeting to give citizens the opportunity to voice their concerns. Bryan Baker with Com Control Inc. will be in Angleton January 24-28 and will be here tonight to update us on his scope and findings and potential paths forward.

RECOMMENDATION:

EnterTextHere

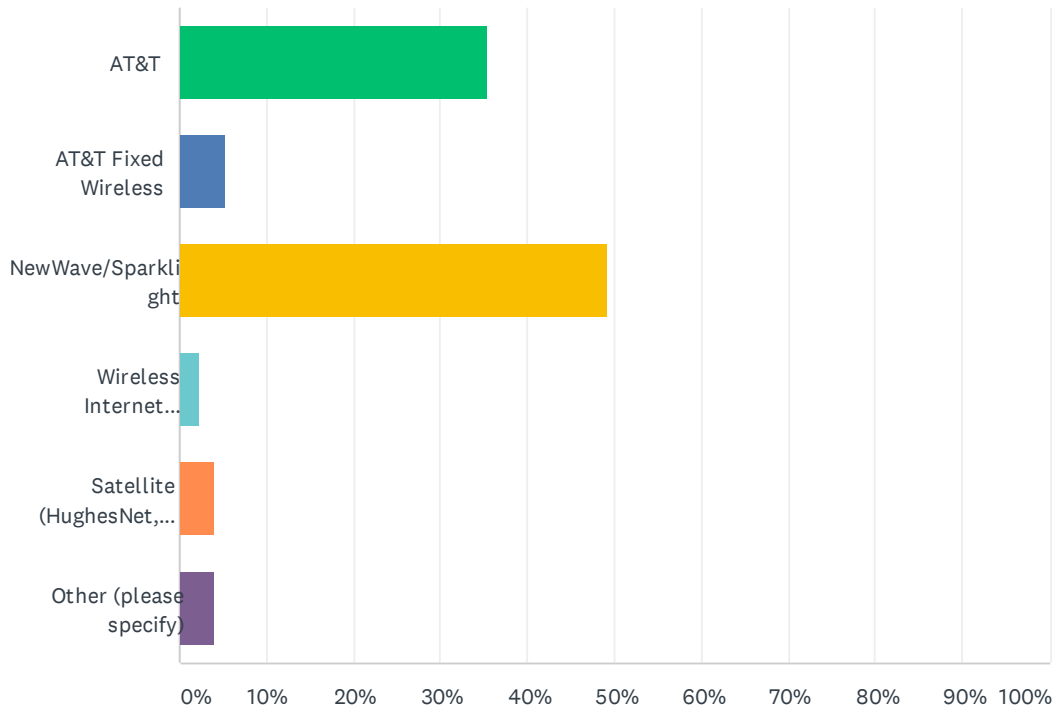
Q1 Address (Optional) Please note, the more detailed information we gather will help us better assess the need for broadband improvements.

Answered: 244 Skipped: 32

ANSWER CHOICES	RESPONSES	
Name	93.44%	228
Company	14.75%	36
Address	92.21%	225
Address 2	4.51%	11
City	96.72%	236
State	96.72%	236
77515	59.43%	145
Country	0.00%	0
Email Address	80.33%	196
Phone Number	0.00%	0

Q2 Who is your current home internet service provider?

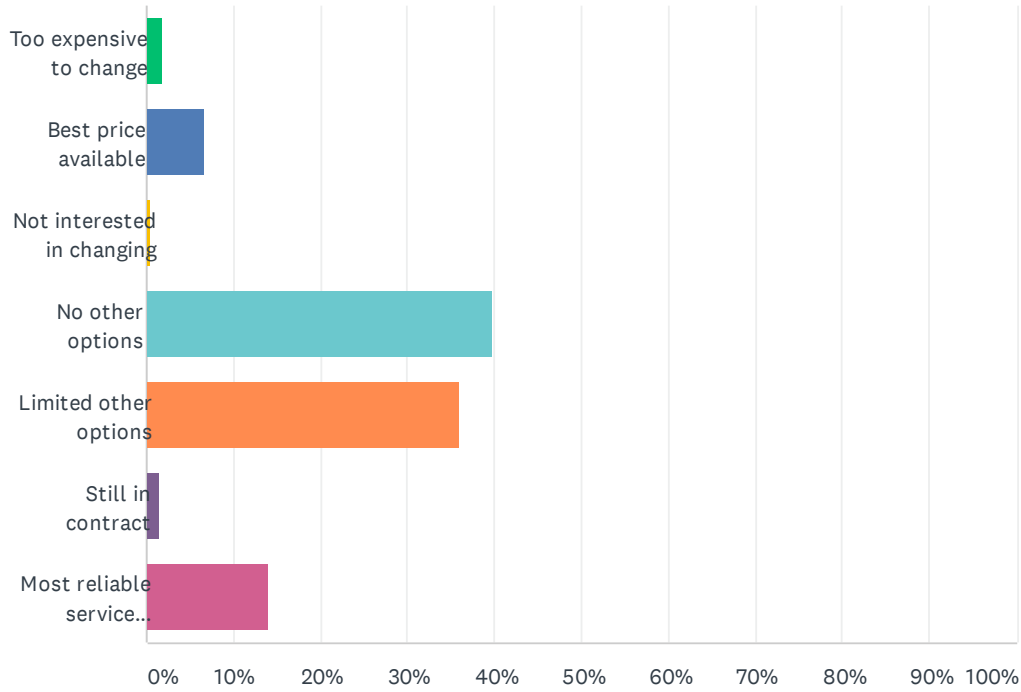
Answered: 272 Skipped: 4



ANSWER CHOICES	RESPONSES	
AT&T	35.29%	96
AT&T Fixed Wireless	5.15%	14
NewWave/Sparklight	49.26%	134
Wireless Internet Service Provider (WISP, Rise Broadband, Skynet, or similar)	2.21%	6
Satellite (HughesNet, Viasat)	4.04%	11
Other (please specify)	4.04%	11
TOTAL		272

Q3 Why did you choose the internet service provider you currently have?

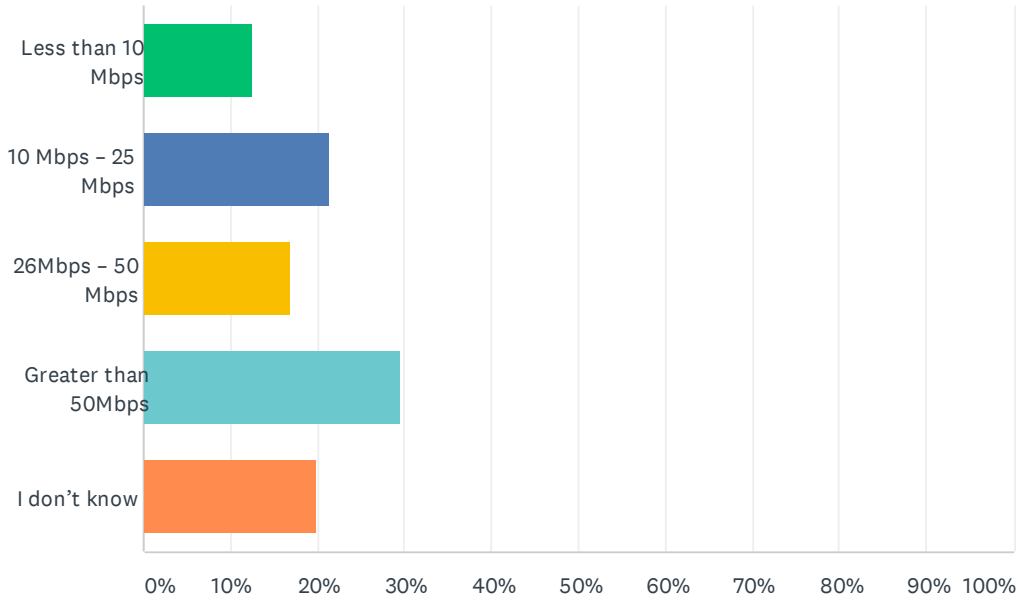
Answered: 272 Skipped: 4



ANSWER CHOICES	RESPONSES	
Too expensive to change	1.84%	5
Best price available	6.62%	18
Not interested in changing	0.37%	1
No other options	39.71%	108
Limited other options	36.03%	98
Still in contract	1.47%	4
Most reliable service available	13.97%	38
TOTAL		272

Q4 What is the download speed of your internet connection? (if you are unsure run a speed test at www.speedtest.net)

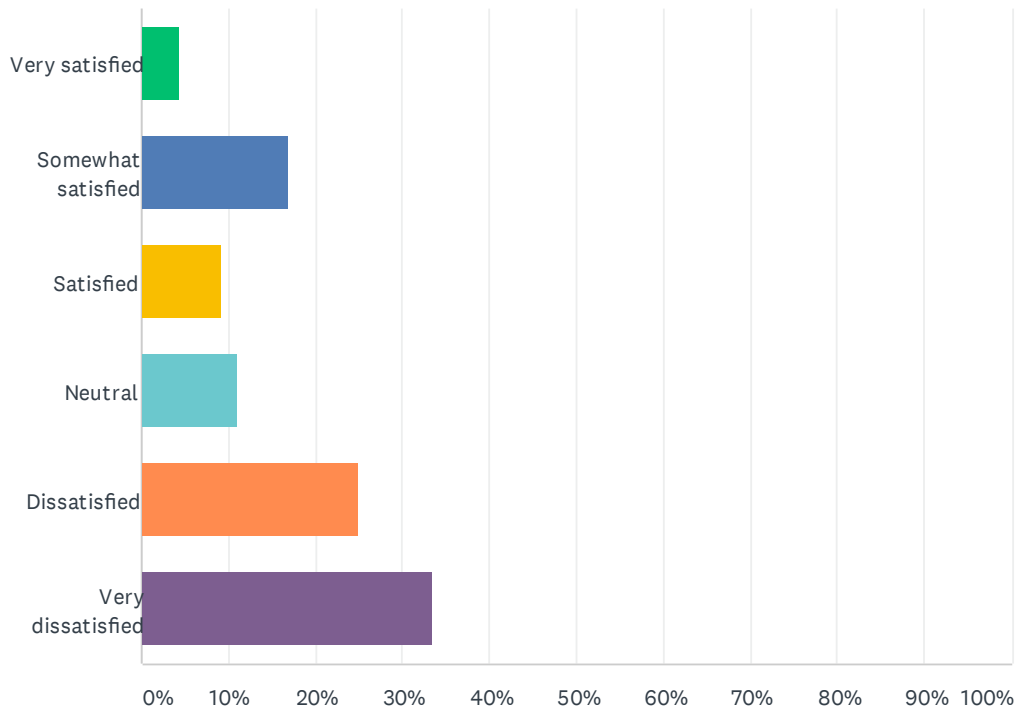
Answered: 272 Skipped: 4



ANSWER CHOICES	RESPONSES	
Less than 10 Mbps	12.50%	34
10 Mbps – 25 Mbps	21.32%	58
26Mbps – 50 Mbps	16.91%	46
Greater than 50Mbps	29.41%	80
I don't know	19.85%	54
TOTAL		272

Q5 How satisfied are you with the speed and reliability of your internet service?

Answered: 272 Skipped: 4



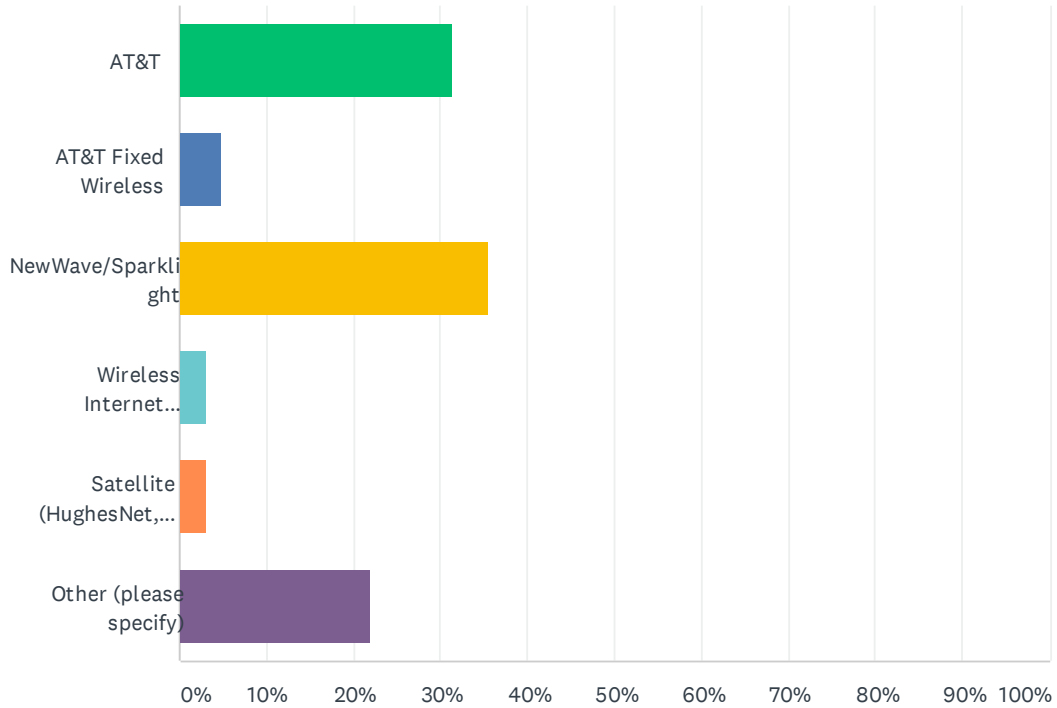
ANSWER CHOICES	RESPONSES	
Very satisfied	4.41%	12
Somewhat satisfied	16.91%	46
Satisfied	9.19%	25
Neutral	11.03%	30
Dissatisfied	25.00%	68
Very dissatisfied	33.46%	91
TOTAL		272

Q6 Additional Comments

Answered: 171 Skipped: 105

Q7 Who is your current business internet service provider?

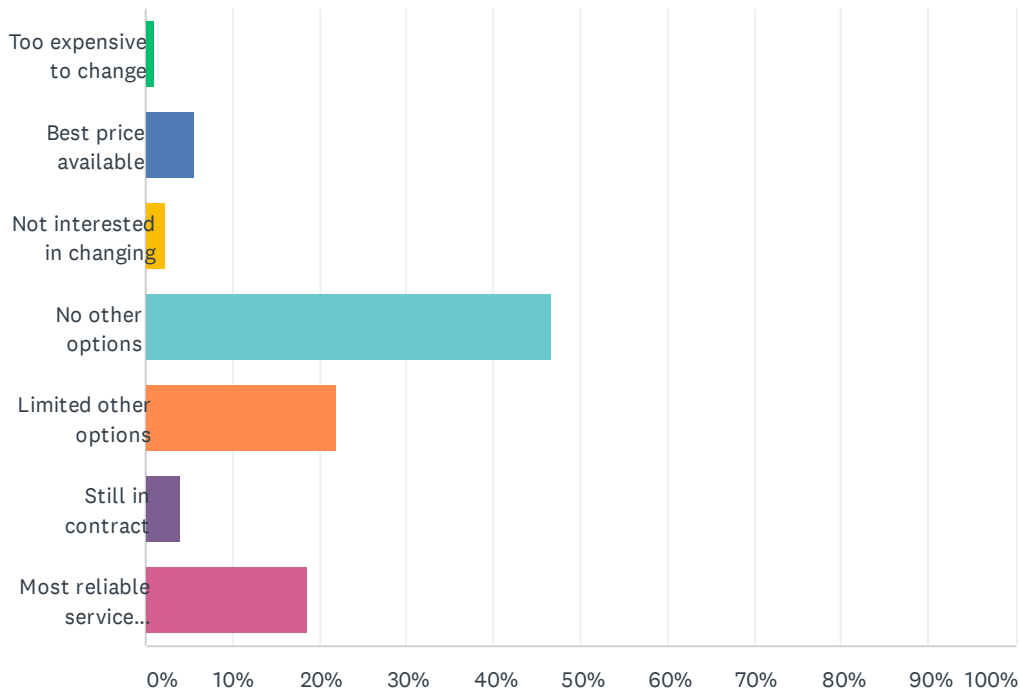
Answered: 191 Skipped: 85



ANSWER CHOICES	RESPONSES	
AT&T	31.41%	60
AT&T Fixed Wireless	4.71%	9
NewWave/Sparklight	35.60%	68
Wireless Internet Service Provider (WISP, Rise Broadband, Skynet, or similar)	3.14%	6
Satellite (HughesNet, Viasat)	3.14%	6
Other (please specify)	21.99%	42
TOTAL		191

Q8 Why did you choose the business internet service provider you currently have?

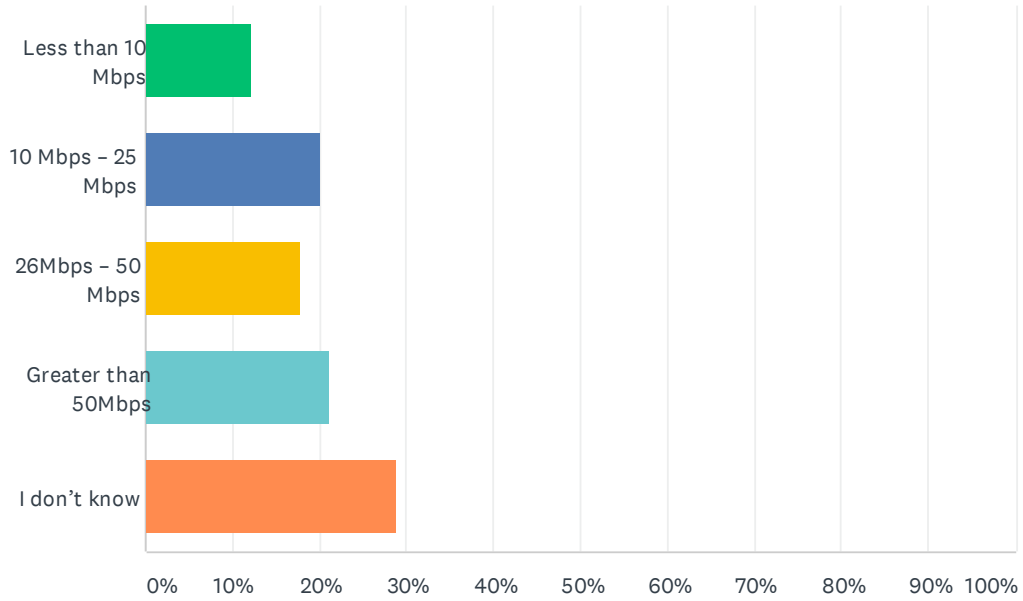
Answered: 178 Skipped: 98



ANSWER CHOICES	RESPONSES	
Too expensive to change	1.12%	2
Best price available	5.62%	10
Not interested in changing	2.25%	4
No other options	46.63%	83
Limited other options	21.91%	39
Still in contract	3.93%	7
Most reliable service available	18.54%	33
TOTAL		178

Q9 What is the download speed of your business internet connection? (if you are unsure run a speed test at www.speedtest.net)

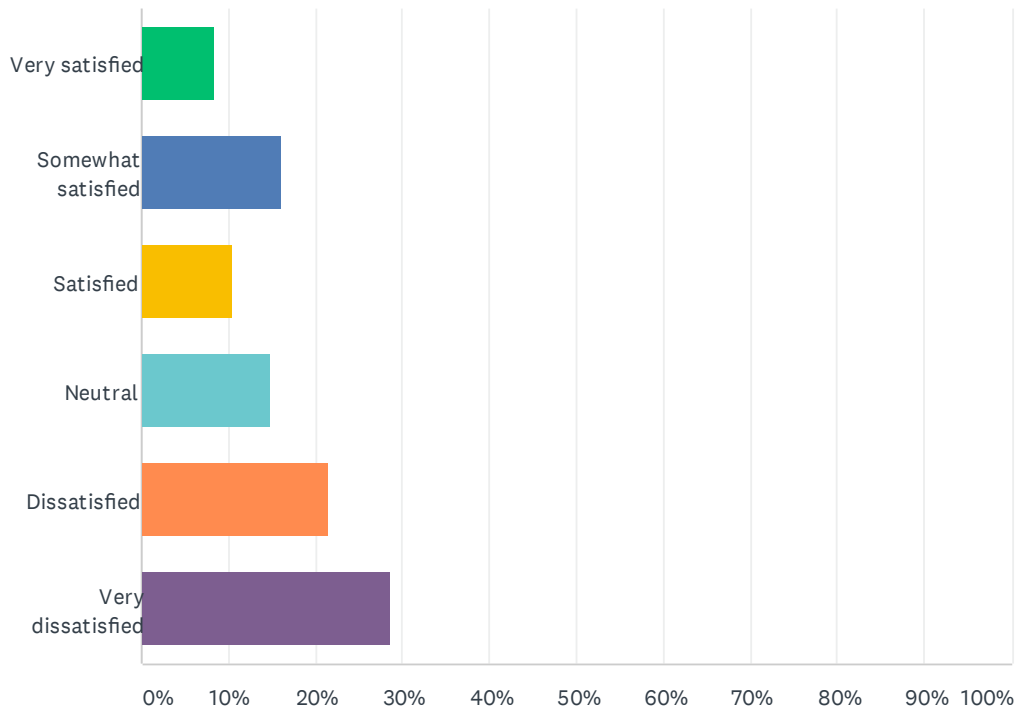
Answered: 180 Skipped: 96



ANSWER CHOICES	RESPONSES	
Less than 10 Mbps	12.22%	22
10 Mbps – 25 Mbps	20.00%	36
26Mbps – 50 Mbps	17.78%	32
Greater than 50Mbps	21.11%	38
I don't know	28.89%	52
TOTAL		180

Q10 How satisfied are you with the speed and reliability of your business internet service?

Answered: 181 Skipped: 95



ANSWER CHOICES	RESPONSES	
Very satisfied	8.29%	15
Somewhat satisfied	16.02%	29
Satisfied	10.50%	19
Neutral	14.92%	27
Dissatisfied	21.55%	39
Very dissatisfied	28.73%	52
TOTAL		181

Q11 Additional Comments

Answered: 68 Skipped: 208



AGENDA ITEM SUMMARY FORM

MEETING DATE: 01/26/2021

PREPARED BY: Frances Aguilar

AGENDA CONTENT: Discussion on Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ).

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: _____ **FUNDS REQUESTED:** _____

FUND: _____

EXECUTIVE SUMMARY:

Scott Bean with Hawes Hill and Associates, LLP will discuss Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ).

RECOMMENDATION:

TAX INCREMENT FINANCING & PIDS

City of Angleton

TAX INCREMENT FINANCING IN TEXAS

- Authorized by the State Legislature in 1983
- Governed by Chapter 311, Texas Tax Code
- 180+ created to date

TIF CONCEPT AND OVERVIEW

What is a TIRZ?

A tax increment reinvestment zone is an economic development tool created, monitored, and regulated by a city or county.

Purpose:

A TIRZ is implemented to help finance public infrastructure that would not otherwise occur “but for” creation of the Zone.

POWERS AND DUTIES

- Zone exists to finance public improvements and enhance infrastructure within a defined area
- Tax increment financing can be initiated by a city or county
- Property within an ETJ can be included in a TIRZ
- Counties, school districts, water districts, hospital districts, and other special districts are eligible to participate by agreement, with some limitations on ISDs
- A TIRZ can make Chapter 380 economic development grants and loans from its tax increment fund
- A city or county may contribute less than 100% of its increment to a TIRZ
- A city or county may dedicate all or a portion of its sales tax increment to a TIRZ, but is not required to contribute any .
- Personal property taxes can also be remitted by Chapter 380 from the city to the TIRZ.

ELIGIBILITY CRITERIA

A city or county must conclude that one of the following is true of conditions within the Zone:

- Area is predominantly open with physical and economic constraints to development
- An area's tax base is relatively low
- There is significant potential to stimulate new development
- Defective or inadequate sidewalks, utilities, or street layout
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

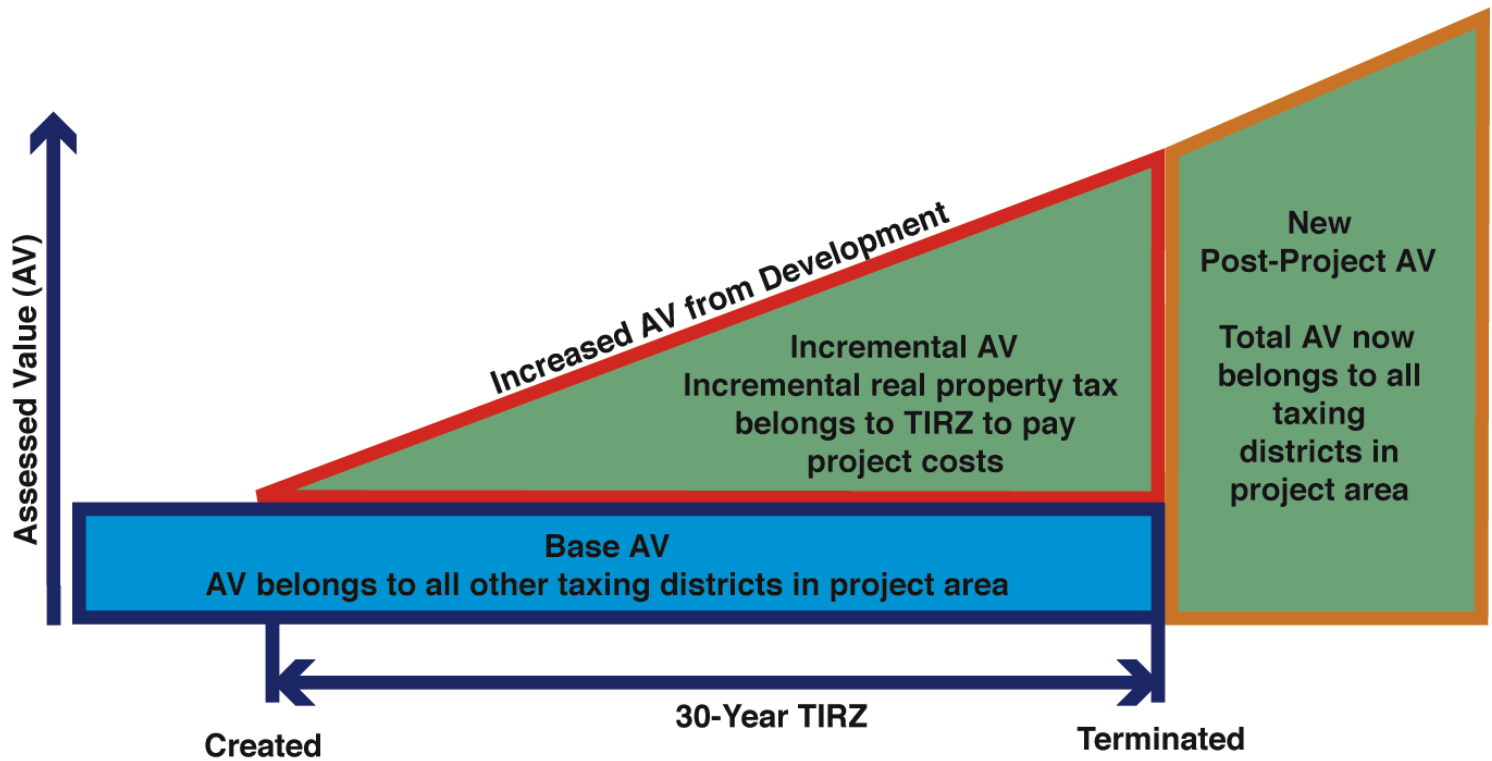
TAX INCREMENT FINANCING IS NOT . . .

- A tax abatement program
- A direct or uncontrolled subsidy to a developer
- A tax break for property owners within the Zone

TIF CONCEPT

1. The Zone and its real property Base Value are established
2. Private or public investors construct public infrastructure within Zone
3. Real property values increase
4. Increase in real property value (increment) used to pay for new infrastructure
5. Zone expires, taxing jurisdictions retain total tax revenue

TIF CONCEPT



CREATION PROCEDURES

1. Prepare preliminary Project Plan and Reinvestment Zone Financing Plan
2. Schedule and publish notice of public hearing on proposed TIRZ
3. Designate area as the TIRZ—non contiguous parcels allowed
4. Finalize participation rates for taxing units
5. Finalize Project Plan and Reinvestment Zone Financing Plan
6. Create local government corporation

TIF PROJECT PLAN

Detail of proposed public improvements which must include:

1. Existing land uses and conditions
2. Proposed changes to municipal ordinances
3. List of estimated non-project costs
4. Method of relocating persons displaced by the project if required.

REINVESTMENT ZONE FINANCING PLAN

Detail of estimated project costs of the zone to include:

1. List of estimated project costs
2. Statement of proposed public works and improvements
3. Economic feasibility study
4. Estimated amount of bonded indebtedness to be incurred
5. Time when costs or obligations are incurred
6. Financing methods and expected sources of revenue
7. Current total appraised value of property in the zone
8. Estimated captured value of the zone in each year of its existence
9. Duration of the zone

PERMITTED USES OF INCREMENT

Capital project costs including but not limited to:

- Paving
- Drainage
- Sanitary Sewer
- Water
- Public Use Facilities
- Parks & Recreation Facilities
- Streets & Street Lights
- Parking Facilities
- 380 grants and loans
- Demolition/remediation
- Municipal facilities

PERMITTED USES OF INCREMENT

Services including but not limited to:

- Architectural
- Planning
- Engineering
- Legal
- Imputed administrative costs
- Environmental impact studies
- Operation and Administration of the zone
- Financing costs including interest on bonds, notes, agreements.

BOARD OF DIRECTORS

TIRZ/LGC Board Composition

- 5 - 15 members
- Board appointed by the creating entity (city or county)
- Each additional taxing unit may appoint one member if they are participants in the TIRZ
- Members are appointed for two-year terms
- Terms may be staggered
- Vacancies filled by city or county (or taxing unit) appointment

Eligibility

- Qualified voter of the city or county, 18+ years of age, OR
Owner of real property in the zone
- Resident of the county in which the TIRZ is created

DURATION

Zone is dissolved when the earlier criteria is met:

- Termination date designated in the ordinance
- TIRZ termination ordinance adopted subsequent to the creation of the zone
- When all project costs, notes, other obligations, bonds, and interest on those bonds have been paid in full
- TIRZs may be extended by Ordinance beyond the original time frame set forth in the creation ordinance if additional projects merit the extension

PUBLIC IMPROVEMENT DISTRICTS

- Purpose
 - Created by a city to finance improvements and facilitate economic growth in a manner that equally distributes the costs of improvements among property owners within the district
- Eligibility Criteria
 - Any city may levy and collect special assessments on property within the city or its ETJ to accomplish projects and services provided in the district's Service Plan
 - Compliance with Chapter 372 Local Government Code

PUBLIC IMPROVEMENT DISTRICTS

◆ Powers and Duties

- ◆ Any city may levy and collect special assessments on property within the city or its ETJ to acquire, construct or make improvements to:
 - ◆ Water, wastewater, health, sanitation and drainage systems
 - ◆ Streets, sidewalks, mass transit and parking systems
 - ◆ Library, park, cultural and recreational facilities
 - ◆ Landscaping and other aesthetic amenities
 - ◆ Art installations and pedestrian malls
 - ◆ Supplemental safety services
 - ◆ Supplemental business related services

◆ Revenue

- ◆ An assessment exists to repay costs of public improvements and maintenance operations
- ◆ Assessment established annually with a public hearing or set once without increase



AGENDA ITEM SUMMARY FORM

MEETING DATE: January 26, 2021

PREPARED BY: Walter E. Reeves Jr., AICP Development Services Director

AGENDA CONTENT: Discussion and possible action on a request from the developer of Heritage Oaks Section 7 to defer acceptance of the required public improvements until after recording of the final replat.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None **FUNDS REQUESTED:** None

FUND: None

EXECUTIVE SUMMARY:

The developer of Heritage Oaks Section 7 has approached the city regarding recording of a final plat prior to City acceptance of public improvements. The subject property is in the Single-Family Residential 7.2 zoning district.

The Land Development Code (LDC) permits recording of final plats to occur only after acceptance of all public improvements; however, Section 23-98.A.2 does allow a process for deferring the construction and installation of public improvements until after recording of a final plat. Section 23-98.A.2 further references Sec. 23-38 for additional criteria.

Section 23-98.A.2 requires:

1. The developer or applicant may request to defer the obligation to construct and install one or more public improvements to serve the subdivision until after final plat recordation, in accordance with Section 23-38, Deferral and permitting, and upon the approval of construction plans by the city engineer;
2. The deferral request shall be submitted with an application for preliminary plat approval to provide fair notice of the intent of the developer; and
3. Deferral of the obligation to install public improvements shall be conditioned on execution of a **subdivision improvement agreement** (emphasis added) and sufficient surety to secure the obligations defined in the agreement.

Section 23-38 requires:

- B. Deferral of public improvements. The construction and completion of public improvements required by the LDC and ACM may only be deferred by the city council, upon favorable recommendation by the city engineer and city manager upon determining that:
1. Such improvements are not possible or practical to begin or to be completed at the time where they are required to be constructed and completed;
 2. The improvements cost estimate prepared by the developer is acceptable to the city engineer;
 3. The developer shall enter into an agreement, subject to city council approval, for the deposit of funds equal to the cost of completing the required public improvements into escrow, with the agreement

stipulating all terms, conditions, and timing under which construction shall be accomplished. In accordance with the agreement execution, the subdivider or developer would have no further liability for the immediate construction of the required public improvements; or

4. In lieu of depositing such funds into escrow, the developer may file an irrevocable letter of credit or other security to the city in an amount equal to 125 percent of the estimated cost of the completion of the public improvements in a form acceptable to the city attorney, and approved council, stipulating the terms, conditions, and timing under which construction shall be accomplished. If the agreement and security are approved, upon executing the agreement, permits may be issued by the building official.

Construction plans were approved as part of the plat review process for the Section 7 Final Plat. As of the time of preparation of this summary, the City Engineer had not indicated any objection to the developer's Fair Notice of Intent. Before the final plat can be recorded the following must occur:

1. Pursuant to Section 23-38.B.2 the developer prepares a cost estimate for the public improvements in Section 7 to be reviewed and approved by the City Engineer (Sec. 23-38.B.2). Parks are recognized as a public improvement in the LDC, the same as water/sewer/storm drainage/streets and sidewalks. The cost estimate must include any parks costs satisfying the requirements of Section 23-20 Park Dedication and Recreation Improvements unless a park dedication fee-in-lieu is paid.
2. Pursuant to Section 23-38.B.3 an agreement must be entered into by the developer and approved by City Council for the deposit of funds equal to the cost of completing the required public improvements. Section 23-38.I.4 requires that amount to be 125% of the City Engineer approved cost estimate.
3. All fees must be paid.

RECOMMENDATION:

Staff recommends approval of the request to defer acceptance of the public improvements subject to the following conditions:

1. The developer prepares a cost estimate for the public improvements, including parks (if applicable) in Section 7 to be reviewed and approved by the City Engineer and the Parks and Recreation Director.
2. An agreement must be entered into by the developer and approved by City Council for the deposit of funds, or other financial instrument acceptable to the City, in an amount equal to 125% of the City Engineer and Parks and Recreation Director approved cost estimate.
3. All fees must be paid.



December 14, 2020

Mr. Walter E. Reeves, Jr., AICP
Development Services Director
121 S. Velasco
Angleton, Texas 77515

RE: Fair Notice of Intent; Chris Peltier request for deferral of acceptance of public improvements prior to completion for plat recordation of Heritage Oaks, Section 7

Dear Mr. Reeves:

Chris Peltier (developer) request for favorable recommendation of the deferral of acceptance of public improvements in Heritage Oaks Section 7 by the City Engineer and City Manager. This fair notice of intent is based upon the developers request to record the plat so that Texas New Mexico Power and Centerpoint Energy will complete their design process.

Texas-New Mexico Power and CenterPoint will not complete their design and begin work on installing the utilities until a recorded plat is provided. Waiting until the approval of the installation of all public infrastructure improvements will cause an approximate 3 month delay for the developer.

We propose that the Developer be allowed to record the plat on condition that the following documents are provided:

1. Acceptance of the final plat by the City Council and Planning & Zoning Commission
2. Dedicated Funds to Construct the project (ex. Letter from Bank)
3. Construction Contracts (including Performance and Payment Bonds) in place to begin construction

If any changes are required to the final recorded plat after construction has been completed, the developer will record the replat at their expense.

Prior to the acceptance of the 2018 Land Development Code, final subdivision plats were allowed to be recorded upon approval by Planning and Zoning and City Council.

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

Sincerely,

Robin Crouch
Vice-President

DOUGLAS B. ROESLER, P.E. - Principal Engineer
300 EAST CEDAR, ANGLETON, TEXAS 77515
(979) 849-6681 • Fax (979) 849-4689

Movie in the Park

featuring "A League of Their Own"

Enjoy a socially distanced movie in the park!

starting @

7:30 PM

**Saturday
February
6th**

**Freedom
Park**

(Parental discretion is advised)



Admission is free - spaces will be limited. We encourage you to bring your own blankets or lawn chairs to use.

For additional information, scan the QR code.





Movie in the Park Protocol

- Movie in the Park at Freedom Park featuring “A League of Their Own” on Saturday, February 6, 2021 starting at 7:30 PM.
- No alcohol is permitted. No person shall possess any beverage in a glass container at any time within a city park. Coolers are welcomed for additional beverages and snacks. Concession stands will not be available.
- Trash receptacles will be available onsite for those attending to throw away trash.
- No firearms or explosives allowed in parks.
- Personal grills/pits are not permitted.
- Animals are not permitted.
- We ask that smoking take place away from the event location in the parking lot.
- The City of Angleton Parks & Recreation Department recommends children 10 and under be accompanied by an adult.
- A League of Their Own is rated PG: Parental guidance suggested – some material may not be suitable for children.
- The City of Angleton and Parks and Recreation Department and staff is not responsible for lost or stolen belongings.
- Spaces will be marked for social distancing purposes. Each designated marked space will be six feet apart.
- Attendees must remain within their designated marked space for the duration of the Movie.
- No more than 10 people per designated marked space per CDC guidelines.
- If social distancing is not feasible, participants must wear a mask or facial covering.
- Restrooms will be available onsite for use.
- Sanitation stations will be available throughout the event site.
- If you are not feeling well or have been sick in the past 24 hours, that you do not attend the event to keep others safe.